

Council Work Session: 6 p.m. Re: 2019 Audit Presentation

REGULAR WASECA CITY COUNCIL MEETING

TUESDAY, JULY 21, 2020 7 p.m.

AGENDA

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

PUBLIC ACCESS INSTRUCTIONS

Dial: 1-929-436-2866

Meeting I.D. 951 3104 5142

Password: 874648

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

- 5 REQUESTS AND PRESENTATIONS
- 6 CONSENT AGENDA
 - A. Minutes –Work Session July 2,9,13, & Regular City Council Meeting July 7,2020
 - B. Payroll & Expenditures
 - C. Resolution 20-28: Approval of Tax Abatement Application
 - D. Resolution 20-29: BDPI for Conagra
 - E. Resolution 20-30: Sanitary Sewer Improvement Plan & Set Public Hearing – Aug 5, 2020
 - F. RCCA: Accepting Donation for Tink Larson Community Field
 - G. Introducing Ordinances 1076 & 1077: Franchise Agreements – Set Public Hearing Date Aug 18, 2020
- 7 ACTION AGENDA
 - A. Public Hearing: Ordinance 1082 : Text Amendment to Chapter 50 of City Code
 - B. Public Hearing: Ordinance 1078 : Text Amendment to Chapter 154 of City Code
 - C. Resolution 20-31: Approval of Variance for Subdivision Lot Combination
 - D. RCCA: CARES Act Funding – Grants to Business
- 8 REPORTS
 - A. City Manager’s Report
 - B. Commission Reports
 - HPC -Planning Commission - Discover Waseca Tourism
 - EDA - Park Board
- 9 ANNOUNCEMENTS
- 10 ADJOURNMENT

**Notice of ALL Meetings of the
Waseca City Council
By Telephone and Electronic Means**

Pursuant to Minn. Stat. § 13D.021, subd. 1(1) I, Lee Mattson, City Manager of the City of Waseca, Minnesota, determined that in-person meetings of the Waseca City Council are not prudent during the COVID-19 health pandemic/peacetime emergency declared by the Governor's Executive Order No. 20-01 under Minn. Stat., Ch. 12. **As such, the Waseca City Council's meetings during such states of emergency, beginning with the Local Board of Appeal and Equalization meeting scheduled to occur at 7 p.m. on April 6, 2020, and all regular City Council meetings held on the 1st and 3rd Tuesday of the month at 7 p.m. will be held by telephone / other electronic means such as video conferencing, any or all member(s) of the Council may potentially attend such meeting by phone or electronic device.** A schedule of the Council's regular meetings is available in the City Clerk's office or on the City Website.

Additionally, I determine the presence of the public at the regular meeting location is not feasible due to the COVID-19 health pandemic/emergency declaration, pursuant to Minn. Stat. § 13D.021, subd. 1(3).

Finally, I determine that the presence of at least one member of the body, chief legal counsel, or chief administrative officer at the regular meeting location is unfeasible due to the COVID-19 health pandemic/emergency declaration, pursuant to Minn. Stat. § 13D.021, subd. 1(4).

Members of the public may monitor the meeting electronically from a remote location by dialing a conference number and entering a conference code; listening to a live audio stream available at a website or obtaining a link by email. Information on accessing each meeting remotely will be provided on the meeting's agenda. The City may require the person making a connection to pay for the documented additional cost that the body incurs as a result of the additional connection.

THIS NOTICE OF REGULAR MEETING BY TELEPHONE OR OTHER ELECTRONIC MEANS IS GIVEN PURSUANT TO MINN. STAT. § 13D.04, subd. 2.

Dated: April 2, 2020


Lee Mattson, Waseca City Manager

MINUTES
REGULAR WASECA CITY COUNCIL MEETING
TUESDAY, JULY 7, 2020

6A

CALL TO ORDER/ROLL CALL

- 1 The regular Waseca City Council meeting was called to order by Mayor Roy Srp at 7:00 p.m. The meeting was held electronically, due to COVID-19.

Councilmembers Present: Mayor Roy Srp Larry Johnson
Daren Arndt Les Tlougan
Jeremy Conrath Mark Christiansen
Allan Rose

Councilmembers Absent: None

Staff Present: Lee Mattson, City Manager
Mike Anderson, Assistant to the City Manager
Bill Green, Planning & Zoning Coordinator

Others Present: Jeff Muenkel on behalf of Conagra

MOMENT OF SILENT PRAYER/PLEDGE OF ALLEGIANCE

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

APPROVAL OF AGENDA

- 3 Staff asked to add item 6D: Accepting Justine Meyer's resignation from the Heritage Preservation Commission and appointing Joan Mooney in her place. Also that the HPC and Park Board be removed from Commission Reports.

It was moved by Arndt, seconded by Conrath to approve the agenda as amended. Roll call 7-0. Motion carried.

PUBLIC COMMENT

- 4 None.

REQUESTS AND PRESENTATIONS

5. N/A

CONSENT AGENDA

- 6 It was moved by Conrath, seconded by Rose, to approve the Consent Agenda as amended. Roll call 7-0. The motion carried.

- A. Minutes – Work Session & Regular City Council Meeting June 16, 2020
- B. Payroll & Expenditures

- C. Approval of Contract Payment: Heselton Construction
- D. Accepting Justine Meyer's resignation from the HPC & appointing Joan Mooney to the HPC

ACTION AGENDA

7 A. Public Hearing: Ordinance 1081 – Annexation

A petition was received on May 15, 2020 to annex land located on the western edge of the City. This land is expected to be used for industrial expansion.

A Public Hearing was held at 7:10 p.m. and closed at 7:11 p.m. No comments were made.

It was moved by Tlougan, seconded by Arndt to approve Ordinance 1081. Roll call 7-0. The motion carried.

B. Public Hearing: Ordinance 1075 from 3/17/20

Ordinance 1075 was pulled from the March 17 agenda due to the COVID-19 pandemic and are now holding the Public Hearing. This Ordinance will allow for up to three (3) members of the Airport Board to be non-residents of the City, but must be residents of Waseca County.

A Public Hearing was held at 7:17 p.m. and closed at 7:18 p.m. No comments were made.

It was moved by Conrath, seconded by Tlougan to approve Ordinance 1075. Roll call 7-0. The motion carried.

C. Jobs Plus, INC – Letter to Governor Discussion

Non Profit Agencies have been in discussions with Council on requesting a letter of support to the Office of the Governor. They are losing revenue to keep their operations alive and would like the City Council to support them.

It was moved by Christiansen, seconded by Srp to approve sending a letter of support to the Office of the Governor with all Council Members names listed. Roll call 7-0. Motion carried.

D. RCCA: TLCF Dugout Project Bid Recommendation

The City is looking at having some improvements made to the dugouts at Tink Larson Community Field. Meetings were held in June and the lowest bid was received from Fendler Patterson Construction in the amount of \$55,000. Any overages will be paid by the City, but will be reimbursed from fundraising efforts by the fundraising committee.

It was moved by Arndt, seconded by Christiansen to award the bid to Fendler Patterson Construction. Roll call 7-0, motion carried.

REPORTS

8. A. **City Manager's Report**
- There were no power outages last month, only 6 total in 2020
 - B.E.S.T. is looking for additional representation, Mayor Srp has volunteered to join
 - There will be a Special Council Meeting on July 16
- B **Commission Reports**
- Airport Board
 - Consultant Interviews are on July 21
 - Discussed the cost of repairs for the Hangars
 - Discussed concerns with safety and landing areas and how those can be avoided in the future

ANNOUNCEMENTS

Council– Fireworks were excellent!

Mayor – expressed his pleasure with the 3rd Street project.

ADJOURNMENT

- 10 There being no further business to be brought before the Council, it was moved by Arndt, seconded by Conrath, to adjourn the meeting at 7:47 p.m.; Roll call, 7-0. Motion carried.

R. D. SRP
MAYOR

MIKE ANDERSON
ASSISTANT TO THE CITY MANAGER

MINUTES
CITY COUNCIL WORK SESSION
TUESDAY, July 2, 2020

The work session began at 6:00 p.m. virtually.

Councilmembers present: Roy Srp
Larry Johnson Mark Christiansen
Jeremy Conrath Les Tlougan
Daren Arndt

Councilmembers absent: Allan Rose

Staff present: Lee Mattson, City Manager
Mike Anderson, Assistant to the City Manager
Carl Sonnenberg, Utilities & Public Works Director
Alicia Fischer, Finance Director

Industrial Economic Development Incentives

The Work Session began at 6:00 P.M.

City Manager Mattson began the work session by informing Council that Conagra Foods Packaged Foods LLC is annexing land into the City and in order to build a new plant on that site, they have made certain demands.

The demands include Tax Abatement, Discounted Water Rates, Upgraded Water Main, and other incentives.

The Council discussed the incentives between each other and if it is something the City can commit to or not.

There being no further discussion and no action taken, the work session ended at 7:45 p.m.

R. D. SRP
MAYOR

MIKE ANDERSON
ASSISTANT TO THE CITY MANAGER

MINUTES
CITY COUNCIL WORK SESSION
THURSDAY, JULY 9, 2020

The work session began at 6:00 p.m. virtually.

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

Staff present: Lee Mattson, City Manager
 Mike Anderson, Assistant to the City Manager
 Carl Sonnenberg, Utilities & Public Works Director
 Alicia Fischer, Finance Director
 Gary Sandholm, Economic Development Coordinator
 Tom Kellogg, City Engineer

Others Present: Ann Fitch, Chamber Director
 Michael Johnson, Waseca County Administrator

Industrial Economic Development Incentives

The Work Session began at 6:00 P.M.

County Administrator Johnson spoke to Council on his wishes to see Conagra kept in Waseca. He gave Council the support of the County and its' Commissioners.

City Manager Mattson began the work session by informing Council of the potential agreement with Conagra Foods Packaged Foods LLC.

The details include Tax Abatement, Discounted Water Rates, Upgraded Water Main, spray fields, and more.

The Council discussed the details and the wishes were to offer Conagra the best incentives the City could offer to keep the business in town.

There being no further discussion and no action taken, the work session ended at 7:15 p.m.

R. D. SRP
MAYOR

MIKE ANDERSON
ASSISTANT TO THE CITY MANAGER

MINUTES
CITY COUNCIL WORK SESSION
MONDAY, JULY 13, 2020

The work session began at 5:30 p.m. virtually.

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

Councilmembers absent: Larry Johnson

Staff present: Lee Mattson, City Manager
Mike Anderson, Assistant to the City Manager
Carl Sonnenberg, Utilities & Public Works Director
Alicia Fischer, Finance Director

Letter Of Intent (LOI) for Conagra

The Work Session began at 5:30 P.M.

City Manager Mattson began the work session by informing Council that Conagra Foods Packaged Foods LLC has sent the City their Letter of Intent and the City has sent them theirs.

The County of Waseca is planning on assisting with some road work and turn lanes. The Water Treatment Plant improvements have been removed from both LOI's. Conagra will be borrowing clay from different sites in the City, while using 32 acres of the airport land for spray fields.

The City is still working on a Water Main Agreement.

There being no further discussion and no action taken, the work session ended at 5:30 p.m.

R. D. SRP
MAYOR

MIKE ANDERSON
ASSISTANT TO THE CITY MANAGER

Micah Fischer

6B

LIST OF EXPENDITURES

July 21, 2020

Lee A. Miller

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City Council	4,250.00
Streets	28,371.41
Parks	14,891.33
Wastewater	10,721.92
Utility Administration	4,709.63
Utility Billing	7,917.92
Electric	14,561.36
Water	7,024.67
Building and Code Compliance	2,756.65
Police	61,794.51
Administration	7,500.16
Community Aides	0.00
Fire	15,386.85
Paid On Call Fire Department	500.08
Election Judges	0.00
PEG	0.00
Finance	9,925.48
Connections	1,922.19
Community Development	6,143.09
Engineering	18,502.56
Recreation	2,098.22
Econ Development	<u>2,785.35</u>
 Total Gross Payroll	 221,763.38
 *Less- Payroll Deductions	 <u>(71,714.43)</u>

Net Payroll Cost \$ 150,048.95

*These costs are included in Accounts Payable totals below

Accounts Payable

Expenditures dated:
July 3, 2020-July 17, 2020
Includes check #'s 155352-155414
Bank ACH Withdrawals.....889,131.67

GRAND TOTAL EXPENDITURES \$ 1,039,180.62

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
General Fund						
07/16/2020	72027	ACH Internal Revenue Service	FEDERAL WITHHOLDING TAX Pay Period: 7/12/2020	101-21701-0000	22,429.93	M
Total 101217010000:					22,429.93	
07/16/2020	72022	MN Department of Revenue	STATE WITHHOLDING TAX Pay Period: 7/12/2020	101-21702-0000	9,942.78	M
Total 101217020000:					9,942.78	
07/16/2020	72027	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 7/12/2020	101-21703-0000	8,787.04	M
07/16/2020	72027	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 7/12/2020	101-21703-0000	8,777.96	M
Total 101217030000:					17,565.00	
07/16/2020	72024	Public Employees Retirement Assn (ACH	PERA COORD Emplr 1% Pay Period: 7/12/2020	101-21704-0000	1,372.40	M
07/16/2020	72024	Public Employees Retirement Assn (ACH	PERA COORDINATED Employee Pay Period: 7/12/2020	101-21704-0000	8,920.44	M
07/16/2020	72024	Public Employees Retirement Assn (ACH	PERA POLICE Employee Pay Period: 7/12/2020	101-21704-0000	7,641.57	M
07/16/2020	72024	Public Employees Retirement Assn (ACH	DEF CONTRIBUTION/EMPL Pay Period: 7/12/2020	101-21704-0000	88.00	M
07/16/2020	72024	Public Employees Retirement Assn (ACH	PERA COORDINATED Employer Pay Period: 7/12/2020	101-21704-0000	8,920.44	M
07/16/2020	72024	Public Employees Retirement Assn (ACH	PERA POLICE Employer Pay Period: 7/12/2020	101-21704-0000	11,462.35	M
07/16/2020	72024	Public Employees Retirement Assn (ACH	DEF CONT Employer Pay Period: 7/12/2020	101-21704-0000	88.05	M
Total 101217040000:					38,493.25	
07/17/2020	20200567	Greater Mankato Area United Way	UNITED WAY Pay Period: 7/12/2020	101-21708-0000	55.00	
Total 101217080000:					55.00	
07/16/2020	155364	NCPERS Minnesota - 8266711	LIFE INSURANCE - PERA Pay Period: 7/12/2020	101-21711-0000	208.00	
Total 101217110000:					208.00	
07/16/2020	72027	ACH Internal Revenue Service	MEDICARE Pay Period: 7/12/2020	101-21712-0000	3,043.28	M
07/16/2020	72027	ACH Internal Revenue Service	MEDICARE Pay Period: 7/12/2020	101-21712-0000	3,043.28	M
Total 101217120000:					6,086.56	
07/16/2020	72028	MSRS- (DEF COMP)	MSRS - ROTH (AFTER TAX) Pay Period: 7/12/2020	101-21713-0000	1,060.00	M
07/16/2020	72028	MSRS- (DEF COMP)	MSRS - DEF COMP Pay Period: 7/12/2020	101-21713-0000	645.00	M
Total 101217130000:					1,705.00	
07/16/2020	72026	Vantagepoint Transfer Agents 457	ICMA DEF COMPENSATION Pay Period: 7/12/2020	101-21714-0000	465.00	M
Total 101217140000:					465.00	
07/16/2020	72023	AFLAC	AFLAC AFTER TAX Pay Period: 6/28/2020	101-21715-0000	325.78	M
07/16/2020	72023	AFLAC	AFLAC PRE TAX Pay Period: 6/28/2020	101-21715-0000	643.61	M
07/16/2020	72023	AFLAC	AFLAC AFTER TAX Pay Period: 7/12/2020	101-21715-0000	325.78	M
07/16/2020	72023	AFLAC	AFLAC PRE TAX Pay Period: 7/12/2020	101-21715-0000	643.61	M
Total 101217150000:					1,938.78	
07/17/2020	72019	Further	Flex/HSA Reimbursement	101-21716-0000	95.70	M
07/17/2020	72020	Further	Flex/HSA Reimbursement	101-21716-0000	26.92	M
07/16/2020	72029	Further	HSA Contribution Pay Period: 7/12/2020	101-21716-0000	413.34	M

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Total 101217160000:					535.96	
07/16/2020	72025	MN Child Support Payment Center	CHILD SUPPORT FLAT AMT Pay Period: 7/12/2020	101-21717-0000	880.47	M
Total 101217170000:					880.47	
07/16/2020	72030	MN Public Employees Insurance Progra	PEIP Single Pay Period: 6/28/2020	101-21720-0000	12,470.56	M
07/16/2020	72030	MN Public Employees Insurance Progra	PEIP Employee + 1 Pay Period: 6/28/2020	101-21720-0000	1,127.88	M
07/16/2020	72030	MN Public Employees Insurance Progra	PEIP Employee + 1 Pay Period: 6/28/2020	101-21720-0000	4,511.79	M
07/16/2020	72030	MN Public Employees Insurance Progra	PEIP Family Pay Period: 6/28/2020	101-21720-0000	2,994.48	M
07/16/2020	72030	MN Public Employees Insurance Progra	PEIP Family Pay Period: 6/28/2020	101-21720-0000	11,978.46	M
07/16/2020	72030	MN Public Employees Insurance Progra	PEIP Single Pay Period: 7/12/2020	101-21720-0000	12,470.56	M
07/16/2020	72030	MN Public Employees Insurance Progra	PEIP Employee + 1 Pay Period: 7/12/2020	101-21720-0000	1,127.88	M
07/16/2020	72030	MN Public Employees Insurance Progra	PEIP Employee + 1 Pay Period: 7/12/2020	101-21720-0000	4,511.79	M
07/16/2020	72030	MN Public Employees Insurance Progra	PEIP Family Pay Period: 7/12/2020	101-21720-0000	2,994.48	M
07/16/2020	72030	MN Public Employees Insurance Progra	COBRA	101-21720-0000	2,271.98	M
07/16/2020	72030	MN Public Employees Insurance Progra	PEIP Family Pay Period: 7/12/2020	101-21720-0000	11,978.46	M
07/16/2020	72030	MN Public Employees Insurance Progra	J.FORSHEE ADJ	101-21720-0000	608.32	M
Total 101217200000:					67,830.00	
07/17/2020	155393	MN Department of Labor & Industry	2nd qtr surcharge to state	101-32280-0000	1,953.67	
Total 101322800000:					1,953.67	
07/17/2020	155384	I-Wealth	Park reservation cancellation refund	101-34785-0000	90.00	
07/15/2020	155312	Nieuwsma, Michelle	Park reservation cancellation refund	101-34785-0000	90.00	V
Total 101347850000:					.00	
07/17/2020	20200584	Rose, AI	Technology Reimbursement-Rose	101-41110-3200	138.84	
Total 101411103200:					138.84	
07/17/2020	20200573	Innovative Office Supply	Toner	101-41320-2000	378.47	
Total 101413202000:					378.47	
07/17/2020	20200588	U.S. Bank - CC	Fraud Charges-Will be refunded	101-41320-2170	142.58	
07/17/2020	20200588	U.S. Bank - CC	Certified mail charges	101-41320-2170	7.80	
07/17/2020	20200588	U.S. Bank - CC	Fraud Charges-Will be refunded	101-41320-2170	835.00	
Total 101413202170:					985.38	
07/17/2020	20200588	U.S. Bank - CC	Recovery Coordinator posting	101-41320-3400	26.82	
Total 101413203400:					26.82	
07/17/2020	20200589	Waseca Area Chamber of Commerce	Employee Recognition	101-41320-4930	10.00	
Total 101413204930:					10.00	
07/17/2020	20200553	A. H. Hermel Company	Pop for vending machine	101-41320-4945	158.11	

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101413204945:					158.11
07/17/2020	20200573	Innovative Office Supply	Post it's	101-41500-2000	9.90
Total 101415002000:					9.90
07/17/2020	155401	U.S. Treasury	PCORI Fees	101-41500-3000	266.73
Total 101415003000:					266.73
07/17/2020	20200566	Flaherty & Hood PA	June Legal Fees	101-41600-3000	3,298.75
07/17/2020	20200566	Flaherty & Hood PA	June Legal Fees	101-41600-3000	942.50
07/17/2020	20200566	Flaherty & Hood PA	June Legal Fees	101-41600-3000	509.55
07/17/2020	20200566	Flaherty & Hood PA	June Labor and Employment Consult Fees	101-41600-3000	900.00
07/17/2020	20200576	Kennedy & Kennedy Law Office	June Legal Services	101-41600-3000	576.00
Total 101416003000:					6,226.80
07/17/2020	155367	American Legal Publishing Corporation	Code of Ordinances	101-41600-3100	181.00
07/17/2020	155367	American Legal Publishing Corporation	Code of Ordinances	101-41600-3100	203.00
Total 101416003100:					384.00
07/17/2020	20200588	U.S. Bank - CC	Waseca Waterpark domain renewal	101-41920-3100	90.85
Total 101419203100:					90.85
07/17/2020	20200557	Batteries Plus Bulbs	Batteries	101-41940-2000	144.00
07/17/2020	20200573	Innovative Office Supply	Office supplies	101-41940-2000	25.93
07/17/2020	20200573	Innovative Office Supply	Office Supplies	101-41940-2000	10.34
Total 101419402000:					180.27
07/17/2020	155408	Waseca County Highway Department	Monthly billing	101-41940-2120	54.09
Total 101419402120:					54.09
07/17/2020	20200553	A. H. Hermel Company	Coffee for break room	101-41940-2170	166.50
07/17/2020	155375	Cintas Corporation	First aid cabinet supplies	101-41940-2170	46.36
07/17/2020	20200588	U.S. Bank - CC	Face masks-Covid-19	101-41940-2170	5.52
07/17/2020	20200588	U.S. Bank - CC	Covid cleaning supplies	101-41940-2170	91.27
07/17/2020	20200588	U.S. Bank - CC	Hand Soap for break room	101-41940-2170	2.94
Total 101419402170:					312.59
07/17/2020	20200590	Waseca Glass LLC	door closer	101-41940-2230	193.75
Total 101419402230:					193.75
07/17/2020	155374	Cintas Corporation	Floor mat service	101-41940-3100	45.05
07/17/2020	20200563	Culligan	RO lease	101-41940-3100	28.95
07/17/2020	155395	Orkin Pest Control	Pest Control City Hall	101-41940-3100	93.29
07/17/2020	20200585	ServiceMaster by Ayotte	City Hall-monthly	101-41940-3100	1,556.00
07/17/2020	20200592	Waste Management of Southern MN	Monthly Service	101-41940-3100	194.92

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101419403100:					1,918.21
07/17/2020	72031	Consolidated Communications	Monthly Billing	101-41940-3200	184.39 M
07/17/2020	72031	Consolidated Communications	Monthly Billing	101-41940-3200	90.05 M
Total 101419403200:					274.44
07/17/2020	155376	City of Waseca	April Utilities	101-41940-3800	1,717.60
Total 101419403800:					1,717.60
07/06/2020	154767	Driver and Vehicle Services	Electric Car Renewal	101-41950-2170	169.25- V
07/06/2020	155352	Driver and Vehicle Services	Electric Car Renewal	101-41950-2170	169.25
Total 101419502170:					.00
07/17/2020	20200555	APG Media of So MN LLC	Public Hearing notice	101-41950-3400	53.63
Total 101419503400:					53.63
07/17/2020	20200573	Innovative Office Supply	Office Supplies - Police	101-42100-2000	106.99
07/17/2020	20200573	Innovative Office Supply	Office Supplies - Police	101-42100-2000	39.46
Total 101421002000:					146.45
07/17/2020	20200588	U.S. Bank - CC	Flash drives for BCA compliance paperwork	101-42100-2050	77.48
Total 101421002050:					77.48
07/17/2020	155408	Waseca County Highway Department	Monthly billing	101-42100-2120	1,035.71
Total 101421002120:					1,035.71
07/17/2020	20200580	Napa Auto Parts	Parts	101-42100-2170	115.09
07/17/2020	20200588	U.S. Bank - CC	Spray bottles for Covid cleaning	101-42100-2170	51.64
07/17/2020	20200588	U.S. Bank - CC	Latex gloves	101-42100-2170	44.00
07/17/2020	20200588	U.S. Bank - CC	Latex gloves	101-42100-2170	20.18
07/17/2020	20200588	U.S. Bank - CC	Thermal paper for printers	101-42100-2170	107.00
07/17/2020	20200588	U.S. Bank - CC	dehumidifier	101-42100-2170	214.74
07/17/2020	20200588	U.S. Bank - CC	sales tax refund on dehumidifier	101-42100-2170	14.75-
07/17/2020	20200588	U.S. Bank - CC	Mail patches to streichers	101-42100-2170	15.60
07/17/2020	20200588	U.S. Bank - CC	Fraud Charges-Will be refunded	101-42100-2170	150.00
Total 101421002170:					703.50
07/17/2020	20200570	Hartle, Courtney	Uniform Allowance	101-42100-2180	651.08
Total 101421002180:					651.08
07/17/2020	155375	Cintas Corporation	safety supplies	101-42100-2190	43.68
Total 101421002190:					43.68
07/17/2020	155390	Martin-McAllister	Safety Assessment	101-42100-3000	1,100.00

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101421003000:					1,100.00
07/17/2020	20200558	Blue Earth County	2nd Qtr MDT's	101-42100-3100	540.00
07/17/2020	155369	Bock's Service Inc.	tow expense	101-42100-3100	65.00
07/17/2020	155371	Bureau of Crim Apprehension	Access Fee	101-42100-3100	270.00
07/17/2020	155374	Cintas Corporation	Floor Mats	101-42100-3100	13.79
07/17/2020	155374	Cintas Corporation	Floor Mats	101-42100-3100	13.79
07/17/2020	20200563	Culligan	Culligan	101-42100-3100	29.95
07/17/2020	20200577	Lenz Lawn Care & Landscaping Inc.	Mow/Trim Outlet A	101-42100-3100	50.00
07/17/2020	155395	Orkin Pest Control	Pest control	101-42100-3100	92.70
07/17/2020	20200585	ServiceMaster by Ayotte	Service Master services	101-42100-3100	211.91
07/17/2020	155399	Thomson Reuters - West	Information Charges	101-42100-3100	254.68
07/17/2020	20200592	Waste Management of Southern MN	Monthly Service	101-42100-3100	88.73
Total 101421003100:					1,630.55
07/17/2020	72031	Consolidated Communications	Monthly Billing	101-42100-3200	184.39 M
07/17/2020	72031	Consolidated Communications	Monthly Billing	101-42100-3200	282.28 M
07/17/2020	72031	Consolidated Communications	Monthly Billing	101-42100-3200	27.22 M
Total 101421003200:					493.89
07/17/2020	20200588	U.S. Bank - CC	Taser instructor re-certification-Girtler/Harren	101-42100-3300	990.00
07/17/2020	20200588	U.S. Bank - CC	Meal while at Swat training	101-42100-3300	13.54
Total 101421003300:					1,003.54
07/17/2020	155376	City of Waseca	April Utilities	101-42100-3800	811.61
Total 101421003800:					811.61
07/17/2020	20200588	U.S. Bank - CC	Meals while at Swat training	101-42100-4370	12.07
07/17/2020	20200588	U.S. Bank - CC	Meals while at Swat training	101-42100-4370	10.60
Total 101421004370:					22.67
07/17/2020	72021	MN State Retirement System	Retirement sick payout-Underwood	101-42200-1110	24,771.60 M
Total 101422001110:					24,771.60
07/17/2020	20200588	U.S. Bank - CC	Fuel-county not accessible	101-42200-2120	15.59
07/17/2020	20200588	U.S. Bank - CC	Fuel-county not accessible	101-42200-2120	10.61
07/17/2020	20200588	U.S. Bank - CC	Fuel-county not accessible	101-42200-2120	35.99
07/17/2020	20200588	U.S. Bank - CC	Fuel-county not accessible	101-42200-2120	27.28
07/17/2020	155408	Waseca County Highway Department	Monthly billing	101-42200-2120	145.30
Total 101422002120:					234.77
07/17/2020	20200580	Napa Auto Parts	Parts	101-42200-2170	25.23
07/17/2020	20200588	U.S. Bank - CC	Office Supplies	101-42200-2170	56.76
07/17/2020	20200591	Waseca Hardware LLC	Parts & Supplies	101-42200-2170	7.59
Total 101422002170:					89.58
07/17/2020	20200586	Sportsmans Stop Inc.	Air Test for air compressor	101-42200-2210	16.45

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Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101422002210:					16.45
07/17/2020	155374	Cintas Corporation	Floor Mats	101-42200-3100	13.80
07/17/2020	155374	Cintas Corporation	Floor Mats	101-42200-3100	13.80
07/17/2020	20200585	ServiceMaster by Ayotte	Service Master services	101-42200-3100	211.91
07/17/2020	20200592	Waste Management of Southern MN	Monthly Service	101-42200-3100	88.74
Total 101422003100:					328.25
07/17/2020	72031	Consolidated Communications	Monthly Billing	101-42200-3200	27.22 M
Total 101422003200:					27.22
07/17/2020	155372	Centerpoint Energy	June Service	101-42200-3800	16.35
07/17/2020	155376	City of Waseca	April Utilities	101-42200-3800	811.61
07/17/2020	155376	City of Waseca	April Utilities	101-42200-3800	57.44
07/17/2020	72031	Consolidated Communications	Monthly Billing	101-42200-3800	29.20 M
Total 101422003800:					914.60
07/17/2020	20200560	City Building Inspection Services LLC	monthly bulding inspections	101-42400-3000	4,166.78
Total 101424003000:					4,166.78
07/17/2020	155382	GS Direct Inc.	Paper for copier/plotter	101-43000-2000	43.29
Total 101430002000:					43.29
07/17/2020	155408	Waseca County Highway Department	Monthly billing	101-43000-2120	17.72
Total 101430002120:					17.72
07/17/2020	20200588	U.S. Bank - CC	Markers for marking stakes	101-43000-2170	40.88
07/17/2020	20200588	U.S. Bank - CC	Face masks-Covid-19	101-43000-2170	22.05
07/17/2020	20200591	Waseca Hardware LLC	Parts & Supplies	101-43000-2170	29.75
Total 101430002170:					92.68
07/17/2020	155400	Troxler Electronic Laboratories Inc.	Nuclear gauge badge service	101-43000-3100	62.00
Total 101430003100:					62.00
07/17/2020	20200588	U.S. Bank - CC	License Renewal	101-43000-4330	122.50
Total 101430004330:					122.50
07/17/2020	155369	Bock's Service Inc.	Fuel	101-43100-2120	76.00
07/17/2020	20200568	H & J Fuel Inc	dyed fuel	101-43100-2120	803.02
07/17/2020	20200568	H & J Fuel Inc	dyed fuel	101-43100-2120	1,157.60
07/17/2020	155408	Waseca County Highway Department	Monthly billing	101-43100-2120	2,872.09
07/17/2020	155408	Waseca County Highway Department	Monthly billing	101-43100-2120	344.85
Total 101431002120:					5,253.56
07/17/2020	155370	Builders First Source Inc	lumber	101-43100-2170	49.20

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Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
07/17/2020	155370	Builders First Source Inc	lumber	101-43100-2170	56.40
07/17/2020	155370	Builders First Source Inc	lumber	101-43100-2170	257.32
07/17/2020	155370	Builders First Source Inc	concrete forms	101-43100-2170	95.52
07/17/2020	155375	Cintas Corporation	First Aid Cabinet Supplies	101-43100-2170	56.51
07/17/2020	20200563	Culligan	Culligan Water	101-43100-2170	18.75
07/17/2020	20200580	Napa Auto Parts	Parts	101-43100-2170	20.95
07/17/2020	20200588	U.S. Bank - CC	Refunded fraud charges	101-43100-2170	1.00-
07/17/2020	155409	Waseca County Landfill	disposal	101-43100-2170	15.00
07/17/2020	20200591	Waseca Hardware LLC	Parts & Supplies	101-43100-2170	1.00
Total 101431002170:					569.65
07/17/2020	155404	W W Blacktopping Inc.	hot mix	101-43100-2171	445.70
Total 101431002171:					445.70
07/17/2020	20200554	AmeriPride Services Inc	Uniform expense	101-43100-2180	17.25
07/17/2020	20200554	AmeriPride Services Inc	uniform-service	101-43100-2180	198.73
Total 101431002180:					215.98
07/17/2020	155366	Affordable Lawn Care Inc	Black top 7th St SW	101-43100-3100	570.00
07/17/2020	20200585	ServiceMaster by Ayotte	Streets-monthly	101-43100-3100	286.00
07/17/2020	20200592	Waste Management of Southern MN	Monthly Service	101-43100-3100	178.37
Total 101431003100:					1,034.37
07/17/2020	20200561	Clarke Environmental Mosquito Mgmt Inc	Mosquito spraying	101-43100-3101	8,300.00
Total 101431003101:					8,300.00
07/17/2020	72031	Consolidated Communications	Monthly Billing	101-43100-3200	29.22 M
Total 101431003200:					29.22
07/17/2020	155372	Centerpoint Energy	June Service	101-43100-3800	16.35
07/17/2020	155376	City of Waseca	April Utilities	101-43100-3800	57.44
07/17/2020	155376	City of Waseca	April Utilities	101-43100-3800	732.12
Total 101431003800:					805.91
07/17/2020	155376	City of Waseca	April Utilities	101-43170-3800	177.33
Total 101431703800:					177.33
07/17/2020	20200591	Waseca Hardware LLC	Parts & Supplies	101-45130-2170	214.85
Total 101451302170:					214.85
07/17/2020	155392	MK Service & Repair	Chemical Dispenser	101-45130-2175	191.95
Total 101451302175:					191.95
07/17/2020	72031	Consolidated Communications	Monthly Billing	101-45130-3200	166.56 M

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Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101451303200:					166.56
07/17/2020	155376	City of Waseca	April Utilities	101-45130-3800	1,236.75
Total 101451303800:					1,236.75
07/17/2020	155370	Builders First Source Inc	Concrete Materials	101-45130-4000	83.88
07/17/2020	20200588	U.S. Bank - CC	Groundsleeves for Waterpark umbrellas	101-45130-4000	460.00
Total 101451304000:					543.88
07/17/2020	20200588	U.S. Bank - CC	Boiler exam prep class-Olsem	101-45130-4500	209.00
Total 101451304500:					209.00
07/17/2020	155408	Waseca County Highway Department	Monthly billing	101-45200-2120	296.19
Total 101452002120:					296.19
07/17/2020	155375	Cintas Corporation	First aid cabinet supplies	101-45200-2170	42.40
07/17/2020	20200563	Culligan	park shop water	101-45200-2170	30.50
07/17/2020	20200583	Pioneer Manufacturing Co.	Ballfield Supplies	101-45200-2170	943.00
07/17/2020	20200588	U.S. Bank - CC	Herbicide sprayers and trailer hitch	101-45200-2170	266.05
07/17/2020	20200588	U.S. Bank - CC	Face masks-Covid-19	101-45200-2170	5.51
07/17/2020	155411	Waseca Floral	Park Flowers & Plants	101-45200-2170	751.11
07/17/2020	20200591	Waseca Hardware LLC	Parts & Supplies	101-45200-2170	29.90
Total 101452002170:					2,068.47
07/17/2020	20200565	Fastenal Company	Master Locks	101-45200-2230	65.61
07/17/2020	20200591	Waseca Hardware LLC	Parts & Supplies	101-45200-2230	103.34
Total 101452002230:					168.95
07/17/2020	20200591	Waseca Hardware LLC	Parts & Supplies	101-45200-2280	31.78
Total 101452002280:					31.78
07/17/2020	155380	First Source Solutions	Drug screen	101-45200-3100	56.38
07/17/2020	20200574	Jobs Plus Inc.	City Parks - June cleaning	101-45200-3100	501.75
07/17/2020	20200585	ServiceMaster by Ayotte	June Parks - Service Master	101-45200-3100	158.86
07/17/2020	20200592	Waste Management of Southern MN	Monthly Service	101-45200-3100	27.85
07/17/2020	20200592	Waste Management of Southern MN	June Parks - Waste Management	101-45200-3100	1,197.68
Total 101452003100:					1,942.52
07/17/2020	72031	Consolidated Communications	Monthly Billing	101-45200-3200	25.23 M
Total 101452003200:					25.23
07/17/2020	155376	City of Waseca	April Utilities	101-45200-3800	512.07
Total 101452003800:					512.07
07/17/2020	155366	Affordable Lawn Care Inc	Equipment rental	101-45200-4000	700.00

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Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
07/17/2020	20200577	Lenz Lawn Care & Landscaping Inc.	Irrigation Repairs	101-45200-4000	215.00
07/17/2020	20200577	Lenz Lawn Care & Landscaping Inc.	Irrigation Repairs	101-45200-4000	561.70
07/17/2020	155412	WET Signs	Re-furbish MWP Trail Sign	101-45200-4000	125.00
Total 101452004000:					1,601.70
07/17/2020	155397	Rent N Save	Bobcat Auger Rental	101-45200-4100	135.00
Total 101452004100:					135.00
07/17/2020	155395	Orkin Pest Control	Library-Pest control	101-45500-3100	69.00
07/17/2020	20200585	ServiceMaster by Ayotte	Library-monthly	101-45500-3100	790.00
07/17/2020	20200592	Waste Management of Southern MN	Library service	101-45500-3100	56.73
Total 101455003100:					915.73
07/17/2020	155376	City of Waseca	April Utilities	101-45500-3800	881.97
07/17/2020	72031	Consolidated Communications	Monthly Billing	101-45500-3800	55.32 M
Total 101455003800:					937.29
Total General Fund:					250,107.12
Airport					
07/17/2020	20200576	Kennedy & Kennedy Law Office	June Legal Services	230-49810-3000	84.00
Total 230498103000:					84.00
07/17/2020	20200585	ServiceMaster by Ayotte	Airport Cleaning Services	230-49810-3100	697.60
07/17/2020	20200592	Waste Management of Southern MN	Airport Garbage Service	230-49810-3100	37.15
Total 230498103100:					734.75
07/17/2020	155373	CenturyLink	Anti-Virus Protection	230-49810-3200	2.95
Total 230498103200:					2.95
07/17/2020	20200555	APG Media of So MN LLC	Public Hearing notice-airport board members	230-49810-3400	29.25
Total 230498103400:					29.25
07/17/2020	155376	City of Waseca	April Utilities	230-49810-3800	68.75
07/17/2020	155413	Xcel Energy	June Service	230-49810-3800	205.47
07/17/2020	155413	Xcel Energy	June Service	230-49810-3800	348.85
Total 230498103800:					623.07
07/17/2020	20200591	Waseca Hardware LLC	Parts & Supplies	230-49810-4000	9.98
Total 230498104000:					9.98
Total Airport:					1,484.00
Economic Development-General f					
07/17/2020	20200588	U.S. Bank - CC	Face masks-Covid-19	261-46700-2170	5.51

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 261467002170:					5.51
07/17/2020	155386	Junior Achievement of Owatonna	Donation to Junior Achievement Program	261-46700-3000	2,000.00
Total 261467003000:					2,000.00
Total Economic Development-General f:					2,005.51
Safe Haven Grant					
07/17/2020	20200588	U.S. Bank - CC	Annual Fee for Supervised Visitation Network	279-46350-3000	300.00
Total 279463503000:					300.00
Total Safe Haven Grant:					300.00
PEG Channel					
07/17/2020	20200588	U.S. Bank - CC	Lock for cabinet in vestibule	290-41920-2170	25.24
Total 290419202170:					25.24
Total PEG Channel:					25.24
Capital Improvement					
07/17/2020	20200566	Flaherty & Hood PA	June Legal Fees	430-43010-3000	1,486.25
07/17/2020	155398	Stantec Consulting Services Inc	Pavement Condition Survey and Analysis	430-43010-3000	9,700.00
Total 430430103000:					11,186.25
07/17/2020	155404	W W Blacktopping Inc.	hot mix	430-43010-3103	6,883.00
Total 430430103103:					6,883.00
07/17/2020	20200555	APG Media of So MN LLC	Dugout Improvement Bids	430-43010-5340	107.25
Total 430430105340:					107.25
07/17/2020	155378	Dahle Sod Farm	Erosion Control - NE Trail	430-43010-5440	1,800.00
07/17/2020	20200571	Holtmeier Construction Inc.	NE Trail Materials	430-43010-5440	6,768.47
Total 430430105440:					8,568.47
Total Capital Improvement:					26,744.97
Water					
07/17/2020	155376	City of Waseca	April Utilities	601-49401-3800	7,003.77
07/17/2020	155413	Xcel Energy	June Service	601-49401-3800	215.92
Total 601494013800:					7,219.69
07/17/2020	20200588	U.S. Bank - CC	Fuel-Card for county not working	601-49430-2120	49.60
07/17/2020	155408	Waseca County Highway Department	Monthly billing	601-49430-2120	90.19
07/17/2020	155408	Waseca County Highway Department	Monthly billing	601-49430-2120	10.00
Total 601494302120:					149.79

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
07/17/2020	20200562	Core & Main LP	Missed charges	601-49430-2230	16.75
Total 601494302230:					16.75
07/17/2020	20200554	AmeriPride Services Inc	uniform service	601-49430-3100	17.25
07/17/2020	20200554	AmeriPride Services Inc	uniform service	601-49430-3100	17.25
07/17/2020	20200554	AmeriPride Services Inc	uniform service	601-49430-3100	17.25
07/17/2020	20200554	AmeriPride Services Inc	uniform service	601-49430-3100	17.25
07/17/2020	20200554	AmeriPride Services Inc	uniform service	601-49430-3100	17.25
07/17/2020	20200554	AmeriPride Services Inc	uniform service	601-49430-3100	17.25
07/17/2020	20200554	AmeriPride Services Inc	uniform service	601-49430-3100	17.25
07/17/2020	20200554	AmeriPride Services Inc	uniform service	601-49430-3100	17.25
07/17/2020	20200554	AmeriPride Services Inc	uniform service	601-49430-3100	17.25
07/17/2020	20200554	AmeriPride Services Inc	uniform service	601-49430-3100	17.25
07/17/2020	20200554	AmeriPride Services Inc	uniform service	601-49430-3100	17.25
07/17/2020	20200554	AmeriPride Services Inc	uniform service	601-49430-3100	17.99
07/17/2020	20200554	AmeriPride Services Inc	uniform service	601-49430-3100	17.25
07/17/2020	155381	First Systems Technology Inc	Meter calibration	601-49430-3100	1,500.00
07/17/2020	20200577	Lenz Lawn Care & Landscaping Inc.	Weed Spraying	601-49430-3100	50.00
07/17/2020	155391	Mid-America Meter Inc	Meter Calibration	601-49430-3100	343.07
07/17/2020	155394	Munitech Inc.	Meter calibration	601-49430-3100	1,779.50
07/17/2020	20200586	Sportsmans Stop Inc.	Shipping for Meter Calibrations	601-49430-3100	103.75
07/17/2020	155402	USA Blue Book	Parts for meter calibration	601-49430-3100	235.87
07/17/2020	155403	Utility Consultants Inc	Coliform Testing	601-49430-3100	180.00
07/17/2020	20200593	Water Conservation Service Inc.	Water System Leak Audit	601-49430-3100	3,750.00
Total 601494303100:					8,184.43
07/17/2020	20200573	Innovative Office Supply	Laminate Pouch	601-49585-2000	2.95
07/17/2020	20200588	U.S. Bank - CC	Face masks-Covid-19	601-49585-2000	1.84
Total 601495852000:					4.79
07/17/2020	20200555	APG Media of So MN LLC	Utility Assistance Notice	601-49585-3200	23.96
07/17/2020	72031	Consolidated Communications	Monthly Billing	601-49585-3200	49.17 M
07/17/2020	20200578	MAS Communications Inc.	Answering service - June	601-49585-3200	50.46
Total 601495853200:					123.59
07/17/2020	20200582	On Target Inc.	Quarterly Cass Address Certification	601-49585-3500	42.67
Total 601495853500:					42.67
07/17/2020	155376	City of Waseca	Summit AR	601-49585-4320	15.92
Total 601495854320:					15.92
Total Water:					15,757.63
Sanitary Sewer					
07/17/2020	155377	Condon Farm Service	Weed Killer	602-49470-2170	66.50
Total 602494702170:					66.50
07/17/2020	72031	Consolidated Communications	Monthly Billing	602-49470-3200	461.34 M

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Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 602494703200:					461.34
07/17/2020	155376	City of Waseca	April Utilities	602-49470-3800	1,641.90
Total 602494703800:					1,641.90
07/17/2020	20200556	Applied Specialties Inc	Polymer	602-49480-2170	4,558.40
07/17/2020	20200580	Napa Auto Parts	Parts	602-49480-2170	51.96
07/17/2020	20200581	Northern Safety Co. Inc.	Safety glasses	602-49480-2170	8.35
07/17/2020	20200588	U.S. Bank - CC	Lab & breakroom supplies	602-49480-2170	38.13
07/17/2020	20200588	U.S. Bank - CC	Sharpies	602-49480-2170	2.97
07/17/2020	20200588	U.S. Bank - CC	9v Batteries	602-49480-2170	142.12
07/17/2020	20200588	U.S. Bank - CC	Vinegar for coffee pot cleaning	602-49480-2170	8.38
07/17/2020	20200588	U.S. Bank - CC	Wall Clock for Lab	602-49480-2170	3.88
07/17/2020	155402	USA Blue Book	Respirator cartridges	602-49480-2170	36.43
07/17/2020	20200591	Waseca Hardware LLC	Parts & Supplies	602-49480-2170	26.65
Total 602494802170:					4,877.27
07/17/2020	20200575	John Henry Foster Minnesota Inc.	Compressor Filters	602-49480-2210	285.15
Total 602494802210:					285.15
07/17/2020	155374	Cintas Corporation	Floor Mats	602-49480-3100	19.10
07/17/2020	155403	Utility Consultants Inc	Permit Testing	602-49480-3100	2,399.38
07/17/2020	20200592	Waste Management of Southern MN	Waste Mgmt	602-49480-3100	303.39
Total 602494803100:					2,721.87
07/17/2020	72031	Consolidated Communications	Monthly Billing	602-49480-3200	167.81 M
Total 602494803200:					167.81
07/17/2020	155376	City of Waseca	April Utilities	602-49480-3800	639.49
Total 602494803800:					639.49
07/17/2020	20200555	APG Media of So MN LLC	Waseca County News subscription	602-49480-4330	60.95
Total 602494804330:					60.95
07/17/2020	155375	Cintas Corporation	WWTP First Aid Cabinet Supplies	602-49480-4940	42.85
Total 602494804940:					42.85
07/17/2020	20200573	Innovative Office Supply	Laminate Pouch	602-49585-2000	2.95
07/17/2020	20200588	U.S. Bank - CC	Face masks-Covid-19	602-49585-2000	1.84
Total 602495852000:					4.79
07/17/2020	20200555	APG Media of So MN LLC	Utility Assistance Notice	602-49585-3200	23.97
07/17/2020	72031	Consolidated Communications	Monthly Billing	602-49585-3200	49.17 M
07/17/2020	20200578	MAS Communications Inc.	Answering service - June	602-49585-3200	50.47

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Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 602495853200:					123.61
07/17/2020	20200582	On Target Inc.	Quarterly Cass Address Certification	602-49585-3500	42.67
Total 602495853500:					42.67
07/17/2020	155376	City of Waseca	Summit AR	602-49585-4320	30.52
Total 602495854320:					30.52
07/17/2020	155380	First Source Solutions	Drug screen	602-49586-3000	56.38
07/17/2020	155390	Martin-McAllister	Conference - Dulas	602-49586-3000	300.00
Total 602495863000:					356.38
Total Sanitary Sewer:					11,523.10
Electric Utility					
07/17/2020	72018	SMPMPA	SMPMPA Power	604-49550-3810	485,190.22 M
Total 604495503810:					485,190.22
07/17/2020	155376	City of Waseca	April Utilities	604-49570-3800	74.90
Total 604495703800:					74.90
07/17/2020	20200588	U.S. Bank - CC	Fuel	604-49571-2120	48.89
07/17/2020	155408	Waseca County Highway Department	Monthly billing	604-49571-2120	242.34
Total 604495712120:					291.23
07/17/2020	20200559	Border States Electric Supply	vault locks	604-49571-2170	379.41
07/17/2020	20200564	Ditch Witch of Minnesota	drill rig supplies	604-49571-2170	498.80
07/17/2020	20200588	U.S. Bank - CC	Face masks-Covid-19	604-49571-2170	22.05
07/17/2020	20200588	U.S. Bank - CC	Food for crew during outage	604-49571-2170	18.47
07/17/2020	20200588	U.S. Bank - CC	Sunscreen	604-49571-2170	38.46
07/17/2020	20200591	Waseca Hardware LLC	Parts & Supplies	604-49571-2170	27.99
Total 604495712170:					985.18
07/17/2020	155387	Lake Shore Inn Nursing Home Inc.	Energy Management Program	604-49571-2320	290.00
07/17/2020	155388	Latham Place	Energy Management Program	604-49571-2320	120.00
07/17/2020	155405	Waseca County Community Services	Energy Management Program	604-49571-2320	145.00
07/17/2020	155406	Waseca County Courthouse	Energy Management Program	604-49571-2320	345.00
07/17/2020	155407	Waseca County Garage	Energy Management Program	604-49571-2320	125.00
Total 604495712320:					1,025.00
07/17/2020	20200580	Napa Auto Parts	Parts	604-49571-2400	24.99
Total 604495712400:					24.99
07/17/2020	20200588	U.S. Bank - CC	Bulb Disposal	604-49571-3100	266.50

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 604495713100:					266.50
07/17/2020	20200559	Border States Electric Supply	urd splices	604-49573-2170	547.50
Total 604495732170:					547.50
07/17/2020	20200559	Border States Electric Supply	secondary splices	604-49573-2230	438.00
07/17/2020	20200591	Waseca Hardware LLC	Parts & Supplies	604-49573-2230	109.43
Total 604495732230:					547.43
07/17/2020	155413	Xcel Energy	June Service	604-49574-3800	451.59
Total 604495743800:					451.59
07/17/2020	20200573	Innovative Office Supply	Toner	604-49585-2000	38.24
07/17/2020	20200573	Innovative Office Supply	Laminate Pouch	604-49585-2000	2.96
07/17/2020	20200588	U.S. Bank - CC	Face masks-Covid-19	604-49585-2000	1.83
Total 604495852000:					43.03
07/17/2020	20200555	APG Media of So MN LLC	Utility Assistance Notice	604-49585-3200	23.97
07/17/2020	72031	Consolidated Communications	Monthly Billing	604-49585-3200	92.20 M
07/17/2020	72031	Consolidated Communications	Monthly Billing	604-49585-3200	32.32 M
07/17/2020	20200578	MAS Communications Inc.	Answering service - June	604-49585-3200	50.46
Total 604495853200:					198.95
07/17/2020	20200582	On Target Inc.	Quarterly Cass Address Certification	604-49585-3500	42.67
Total 604495853500:					42.67
07/17/2020	155376	City of Waseca	Summit AR	604-49585-4320	86.25
Total 604495854320:					86.25
07/17/2020	20200557	Batteries Plus Bulbs	Batteries	604-49586-2000	162.00
Total 604495862000:					162.00
07/17/2020	20200564	Ditch Witch of Minnesota	Boring Supplies	604-49593-5300	177.19
07/17/2020	20200591	Waseca Hardware LLC	Parts & Supplies	604-49593-5300	59.90
Total 604495935300:					237.09
Total Electric Utility:					490,174.53
Storm Water Utility					
07/17/2020	155376	City of Waseca	April Utilities	651-43140-3800	118.35
Total 651431403800:					118.35
07/17/2020	155370	Builders First Source Inc	concrete mix	651-43140-4000	48.54

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 651431404000:					48.54
Total Storm Water Utility:					166.89
Central Garage Services					
07/17/2020	155408	Waseca County Highway Department	Monthly billing	701-43180-2120	89.67
Total 701431802120:					89.67
07/17/2020	155368	Auto Value Waseca	Parts	701-43180-2170	25.98
07/17/2020	20200572	IFACS	nuts	701-43180-2170	3.60
07/17/2020	20200572	IFACS	Shop Supplies	701-43180-2170	76.84
07/17/2020	20200588	U.S. Bank - CC	battery backup and safety glasses clips	701-43180-2170	58.55
Total 701431802170:					164.97
07/17/2020	155368	Auto Value Waseca	Parts	701-43180-2210	464.06
07/17/2020	155379	Deml Ford Lincoln Mercury Inc	heater door actuator motor	701-43180-2210	33.58
07/17/2020	20200569	Harrison Truck Centers	25 armrest repair	701-43180-2210	221.82
07/17/2020	155383	Interstate Battery Systems	inventory	701-43180-2210	121.95
07/17/2020	155385	John Deere Financial	Spindle	701-43180-2210	185.94
07/17/2020	20200580	Napa Auto Parts	Parts	701-43180-2210	1,140.22
07/17/2020	155396	QC Supply LLC	Parts	701-43180-2210	84.06
07/17/2020	20200586	Sportsmans Stop Inc.	Shipping for returning item for Electric	701-43180-2210	9.23
07/17/2020	20200587	Trenchers Plus Inc.	clamps & hose	701-43180-2210	703.47
07/17/2020	20200590	Waseca Glass LLC	Window	701-43180-2210	350.52
07/17/2020	20200591	Waseca Hardware LLC	Parts & Supplies	701-43180-2210	11.99
Total 701431802210:					3,326.84
07/17/2020	20200565	Fastenal Company	anchor setting tool	701-43180-2400	5.47
07/17/2020	20200591	Waseca Hardware LLC	Parts & Supplies	701-43180-2400	46.73
Total 701431802400:					52.20
07/17/2020	20200588	U.S. Bank - CC	Monthly charge for diagnostic tool	701-43180-3100	149.00
Total 701431803100:					149.00
Total Central Garage Services:					3,782.68
Property and Liability Insuran					
07/17/2020	155389	League of MN Cities Insurance Trust	3rd Qtr Liability Insurance	702-49955-3610	9,868.25
Total 702499553610:					9,868.25
07/17/2020	155389	League of MN Cities Insurance Trust	3rd Qtr Property Insurance	702-49955-3620	20,248.75
Total 702499553620:					20,248.75
07/17/2020	20200579	Muska Electric Co	TLCF flag pole light vandalism	702-49955-3640	1,800.00
Total 702499553640:					1,800.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total Property and Liability Insuran:					31,917.00
Worker's Compensation Insuranc					
07/17/2020	155389	League of MN Cities Insurance Trust	3rd Qtr Work Comp	703-49956-1510	54,703.00
Total 703499561510:					54,703.00
Total Worker's Compensation Insuranc:					54,703.00
Equipment Replacement Fund					
07/17/2020	155365	Advanced Graphix Inc.	new squad expense	705-49920-5400	415.00
07/17/2020	155410	Waseca County License Bureau	vehicle registration	705-49920-5400	25.00
Total 705499205400:					440.00
Total Equipment Replacement Fund:					440.00
Grand Totals:					889,131.67

Report Criteria:

Report type: GL detail

[Report].Amount = {<>} 0

RESOLUTION. NO. 20-28**A RESOLUTION OF CITY OF WASECA, MINNESOTA
APPROVING A RESIDENTIAL PROPERTY TAX ABATEMENT PROGRAM**

WHEREAS, the City Council of the City of Waseca ("City Council") has approved a Tax Abatement Housing Program to encourage housing development within the City and has asked Waseca County to approve a tax abatement to augment the City program; and

WHEREAS, the City of Waseca desires to encourage, promote and facilitate residential development on vacant residential lots located within the City of Waseca ("City"), and has adopted a Residential Tax Abatement, a true and correct copy is on file at the offices of the City Manager, pursuant to which the City intends to offer abatement of City-imposed property taxes on qualifying residential properties in the City for which building permits for single family residential structures are applied for and issued by the City on or before December 31, 2020; and

WHEREAS, the parcels of real property for which abatements of City of Waseca-imposed property taxes are conditionally approved herein are identified and legally described in Resolution 17-40, Appendix A (the "eligible parcels"), and generally consist of every current vacant, unimproved parcel of property in a residential zoning district in the City of Waseca that are served by municipal infrastructure including central water and sanitary sewer service; and

WHEREAS, the City will use tax abatement for the purposes provided for in the Abatement Law and the City's approved Tax Abatement to match the proposed term of the abatements for each eligible property that satisfies the conditions for abatement established herein ("the qualifying parcels described in Resolution 17-40, Appendix A"); and

WHEREAS, the City proposes to use tax abatement for the purposes provided for in the Abatement Law and the Abatement Policy (and hereinafter defined). The proposed term of the abatements for each eligible property that satisfies the conditions for abatement established herein ("the qualifying parcels") will be for a term not to exceed ten years, with the City abating 50 percent of the portion of the City's share of ad valorem property taxes on the qualifying parcel derived from the value of the residential structure for which the City issues a building permit and paid by the property owner. The total abatement amount for any single qualifying parcel is not to exceed \$20,458.85, for a maximum total abatement of all eligible parcels' City-imposed property taxes not to exceed \$2,045.85. The abatements will apply to the City's share of ad valorem property taxes on the qualifying parcels derived from the value of the residential structure for which the City issues a building permit and paid by the record owners of such qualifying parcels (the "abatements"); and

WHEREAS, on December 20, 2016, the Council held a public hearing on the question of the abatements, with proper notice being duly given and published in advance; and

WHEREAS, the Abatements are authorized under Minnesota Statutes, Section 469.1812 through 469.1815 (the "Abatement Law").

NOW, THEREFORE, BE IT RESOLVED that the City Council approve the Tax Abatement Application substantially in form as presented, submitted by Carole Klampe & Ronald Weise

Adopted this 21st day of July, 2020.

R.D. SRP
MAYOR

ATTEST:

MIKE ANDERSON
ASSISTANT TO CITY MANAGER



Greater Minnesota Business Development Public Infrastructure Grant Program (BDPI)

Minnesota Statute 116J.431

Application Packet *Revised 12/1/18*

AUTHORIZING LEGISLATION

Minnesota Statute 116J.436

BACKGROUND/PURPOSE

The Minnesota Department of Employment and Economic Development (DEED) has the authority to make grants to counties or cities to provide up to 50 percent of the capital costs of public infrastructure necessary for an eligible economic development project. The purpose of the grants is to keep or enhance jobs in the area, increase tax base, or to expand or create new economic development.

ELIGIBLE APPLICANTS

Eligible applicants are statutory or home rule cities or counties located outside the metropolitan area, as defined in section 473.121, subdivision 2.

ELIGIBLE PROJECTS

An eligible project is expected to result in or will attract substantial public and private capital investment and provide substantial economic benefit to the county or city in which the project would be located. The project is expected or will create or retain full-time jobs. An economic development project for which a county or city may be eligible to receive a grant includes:

1. Manufacturing
2. Technology
3. Warehousing and distribution
4. Research and development
5. Agricultural processing, defined as transforming, packaging, sorting, or grading livestock or livestock products into goods that are used for intermediate or final consumption, including goods for nonfood use
6. Industrial park development that would be used by any other business listed as an eligible business even if no business has committed to locate in the industrial park at the time the grant application was made

INELIGIBLE PROJECTS

Ineligible projects include:

1. Retail
2. Office space development, except as incidental to an eligible purpose

Projects cannot be relocating substantially the same operation from another location in the state, unless the DEED determines the project cannot be reasonably accommodated within the county or city in which the business is currently located, or the business would otherwise relocate to another state.

PUBLIC INFRASTRUCTURE

Public infrastructure is defined as publicly owned physical infrastructure necessary to support economic development projects, including, but not limited to, sewers, water supply systems, utility extensions, streets, wastewater treatment systems, storm water management systems, and facilities for pretreatment of wastewater to remove phosphorus.

A limited amount of funding is also available for site preparation of property owned and to be used by private entities.

MAXIMUM GRANT AMOUNT

A county or city may receive no more than \$2,000,000 in two years for one or more projects.

APPLICATION REQUIREMENTS/TIMETABLE

Applications will be accepted and awarded on an open application basis (pipeline) until all funds are committed. Please submit **one original and one copy** of the application to DEED at the address listed below. Electronic or fax submissions will not be accepted.

Minnesota Department of Employment and Economic Development/Community Finance
1st National Bank Building
332 Minnesota Street, Suite E200
St. Paul, Minnesota 55101-1351

Resolution

A resolution indicating applicant eligibility, approval of the project, and the commitment of matching and any other funds necessary to complete the project, must be completed and submitted with the application. (A sample resolution has been provided for your convenience). You may choose to re-format this resolution but make sure to include all of the statements that appear in the sample resolution.

Legal Description

A legal description of where the public infrastructure will be placed may be needed in the grant agreement and potentially a legal declaration recorded on the property. Do not prematurely record a declaration prior to being awarded the grant.

Conflict of Interest

The “Conflict of Interest Disclosure Form” provided must be completed, signed and submitted with the application.

OTHER IMPORTANT PROGRAM INFORMATION

The following information is not directly addressed in authorizing legislation, but are helpful tips and administrative guidance for applying and administering a BDPI grant.

Cities or Counties considering an application are encouraged to contact DEED prior to completing the application. Interaction with DEED staff could provide valuable input regarding eligibility, selection, and availability of funds.

The Applicant must be the owner of the proposed public infrastructure.

Construction projects cannot be awarded to a contractor (by the city or county) or started prior to being awarded the grant.

Hospitals, medical clinics, housing, hotels, casinos and sports facilities and other type of development may be ineligible projects. If you have a project that is not a clear match with those listed under Eligible projects, please contact DEED staff prior to applying.

Funds cannot be used for privately owned infrastructure. A limited amount of funding may be available for site preparation of property owned and to be used by private entities.

The required 50 percent match must be used on grant eligible capital costs.

BDPI funds will be the last funds committed to a project. The match, and any other funds that are necessary to complete the project, will need to be committed and documented as full funding at the time of the application. Full funding documentation for the project will need to be approved by DEED and the Department of Management and Budget (MMB) prior to an award notice.

Examples of Full Funding Documentation
Cash in hand – bank statements for segregated accounts, copies of checks

Federal funds – line items in approved federal budgets, grant award letters from federal agencies
Local government match – line items in approved local government budgets, executed loan agreements with lenders
Private contributions – pledges which have been received in cash (see documentation for “Cash” above) or that are backed by a loan or irrevocable letter of credit; future pledges by themselves are not sufficient
In-kind contributions (acquisition and/or site prep) – documentation must be received with the name of the contributor, a description and the value of the contribution, and details of how the value was determined
Bonding - Bond sale resolutions and evidence of a bond purchase agreement

Projects should begin within one year of award and will be completed within 18 months of execution of a grant agreement, unless an extension is requested by the grantee in writing and approved by DEED. If the project is not proceeding in a timely manner as outlined in the project schedule, DEED has the authority to cancel the award.

Grant payments will be processed on a reimbursement basis for completed work. Supporting documentation, including invoices and proof of payment for completed work, including eligible match, must be included with each pay request in order for DEED to process payment request(s). Payments are made on a pro rata basis (with other sources) and will not be front loaded.

Grantees are required to complete annual reports to DEED while the grant is open and following completion of the grant to monitor how goals of the project are being met.

CONTACTS

Jeremy LaCroix

651-259-7457

Jeremy.lacroix@state.mn.us

Greater Minnesota Business Development Public Infrastructure Program (BDPI)

Application Cover Sheet

The Cover Sheet must be completed by all applicants requesting financial assistance.

Project Name: Green Jav

**Project Address
Or Location:** NW1/4 Section 13. Twp 107N. Rng 23W. Waseca Co. MN

BDPI Request	\$621,290	MN House District	24A
Total Public Infrastructure Costs	\$1,242,580	MN Congressional District	1

Applicant: City of Waseca	
Application Contact Person: Gary Sandholm	
Title: Economic Development Coordinator	Email address: garys@ci.waseca.mn.us
Address: 508 S. State St.	Phone: 507-833-9281
City: Waseca	MN, Zip Code: 56093
Minnesota Tax Identification Number: 8025889	
Federal Tax Identification Number: 41-6005620	

Project Manager: Carl Sonnenberg	
Title: Utilities Director	Email address: carls@ci.waseca.mn.us
Address: 508 S State St.	Phone: 507-521-1540
City: Waseca	MN, Zip Code: 56093

Eligibility Criteria

Type of Project. Check all that apply.

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Manufacturing | <input type="checkbox"/> Technology | <input checked="" type="checkbox"/> Warehousing and distribution |
| <input type="checkbox"/> Research and development | <input checked="" type="checkbox"/> Agriculture processing | <input type="checkbox"/> No business identified |
| <input type="checkbox"/> Other: Provide details | | |

- | | | |
|---|---|--|
| Applicant is a county or city located outside of metropolitan area | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Applicant has been awarded \$2 million of BDPI in the past 2 years | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Use of funds would be for an eligible public infrastructure project | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Request is 50% or less of capital costs of public infrastructure | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

Business Development Public Infrastructure (BDPI) Application

Project Summary

Provide a brief Project Summary that, at a minimum, includes answers to these questions. Please keep your summary divided by the questions provided.

- Briefly describe the proposed project and justification for the need for funding. Please indicate how your project meets program purpose and eligibility requirements.
- Will the applicant own and maintain the public infrastructure? If not, explain.
- Does the applicant have site control of the Public infrastructure project area? If not, explain.
- Has the project been awarded to a contractor or started construction? If yes, explain.
- The BDPI portion of the project cannot be assessed. Will the project be assessed? If portions of the project not being paid for by BDPI funding are being assessed, please explain the structure of those assessments.
- Describe the status of permitting necessary for the project being secured. Include permit expectations and timeframes for approval.

Conagra Brands acquired the Birds Eye vegetable processing plant in Waseca in 2018. After a thorough evaluation of the operation, they have determined that the plant does not meet their efficiency requirements and will close after the 2021 harvest season. They are proposing building a new plant in Waseca to replace the existing plant. The plant site is part of a 120 tract that will be annexed into the City. If the plant is not replaced, 179 fulltime employees and 250 seasonal employees will lose their jobs. The new plant will initially employ 119 fulltime employees and 250 seasonal employees. New product lines are anticipated to be added during the next few years which may essentially replace the fulltime jobs initially lost. The final disposition of the current plant has not been decided. Conagra leans toward selling the property if possible.

The site improvements, plant, and equipment investment is budgeted at \$200,000,000. Supplying adequate water to the site is the purpose of this application. A 10" water main adjoins the property also serves the former 800,000 square foot Brown Printing plant. A 16" main is needed to provide the needed flow for fire protection. A section of a 10" watermain serving the current plant needs to be increased to a 16" from one of the wells operated by the City to assure the needed fire flow.

The City will have ownership of the watermain and will be responsible for maintaining them. The mains to be replaced are located within City and County rights of way. Because right turn lanes will need to be added to a County highway, the watermain may be shifted onto private property with the City retaining an easement for this infrastructure.

Construction of the new watermain is planned for early 2021 prior to the addition of turn lanes to the County highway. No assessments for the project will be made. Final design and permitting will be done during autumn 2020 and may extend into winter 2020/2021.

Capital Investment and Economic Development

Part 1

For this section please remember "Eligible project" includes buildings and equipment for business(es), not just the "Public infrastructure" project.

- How much private capital investment is committed to the Eligible project? Please provide a brief explanation. **Conagra has committed up to investing approximately \$200,000,000 into the project for plant and equipment. Roughly, the cost breakdown is \$75,000,000 for plant and \$125,000,000 for equipment. Further investments are anticipated as more**
- How much public capital investment is committed to the Eligible project? Please provide a brief explanation. **The City is required to upgrade watermain so that there is adequate water and water pressure to provide process water and fire protection. The engineering estimate for this is \$1,242,580.**

Complete Table A and provide documentation of committed capital.

TABLE A – Immediate Committed Capital Investment

Sources	Public Infrastructure	Other Investments	Capital	TOTALS
Committed Private Capital			200,000,000	200,000,000
Committed Public Capital	1,242,580			1,242,580
TOTALS	1,242,580		200,000,000	201,242,580

- How much private capital investment is expected to be attracted to the Eligible project within 5 years of grant closeout? Please provide brief explanation.
- How much public capital investment is expected to be attracted to the Eligible project within 5 years of grant closeout? Please provide brief explanation.

Complete Table B and provide detail and timing of projected capital investment.

TABLE B – Expected 5 Year Capital Investment

Sources	Public Infrastructure	Other Investments	Capital	TOTALS
Committed Private Capital			200,000,000	200,000,000
Committed Public Capital	1,242,580			1,242,580
TOTALS	1,242,580		200,000,000	201,242,580

Part 2

- What is the current taxable value of the area proposed for development?
- What is the expected taxable value of the Project with committed business(es)?
- What is the expected taxable value of the project 5 years after grant closeout?

Complete Table C to calculate increase in taxable property value. On the table, list business(es) that are identified and speculated and what the projected taxable values of their developed property(s) will be after one year and five years. List the current taxable value of what the project area is now (usually undeveloped land). Subtract the current taxable value from the total projected new (developed) property values to calculate projected increased in taxable value. Add additional rows to the table if necessary.

TABLE C – Increase in Taxable Value of Property

Businesses (include unidentified projections)	First Year – Estimated Taxable Value of Property	Five Year – Estimated Taxable Value of Property
Conagra	\$1,555,700	\$12,419,960
TOTALS	\$1,555,700	\$12,419,960

- Current Taxable Value		
= Increased Taxable Value	10,864,260	

- Provide A letter from the county auditor's office documenting the current and projected estimated market values. **Attached**
- Is there any additional substantial economic benefit provided to the county or city from the Eligible project not explained in Part 1 or Part 2?

The plant currently processes production from 5000 acres of farmland in Waseca County as part of the 35,000 to 40,000 acres Conagra contracts in Southern Minnesota and into Iowa. Transportation of harvested and processed vegetables creates a very significant number of jobs for drivers, truck servicers, and others. The new plant is expected to process a larger quantity of vegetables which will generate additional income for people providing these services.

Not Relocating a Minnesota Business

- Is the project relocating substantially the same operation from another location in the state? If yes, please explain why the project cannot be reasonably accommodated within the county or city in which the business is currently located. **The new plant is about 1.25 miles from the current plant.**

Creating or Retaining Full-time Jobs

- How many full-time jobs will be created and retained by identified business(es)?
- How many full-time jobs will be created and retained within 5 years by identified and unidentified business(es)?

Please complete Table A. Add additional rows to the table if necessary.

Current employment at the Waseca plant is 179 fulltime. Initially the job numbers are projected to drop by 60 with the expentation that jobs will be added as additional product lines are added.

TABLE D – Created and Retained Jobs

Business(es)	First Year	After 5 Years
	Jobs	Jobs
Conagra – retained fulltime	110-119	179
Conagra -- seasonal	250	250
TOTALS		

Project Financial Information

Use the following example format for the Public infrastructure project sources and uses budget. Add rows or columns as necessary. A final sources and uses outline will be provided to awarded projects by DEED with a grant agreement.

TABLE E – Public Infrastructure Sources and Uses

Project Activities	DEED	City/County	Federal EDA	Private	Total
Sanitary Sewer					
Storm Sewer					
Water	\$517,741.50	\$517,741.50			\$1,035,483
Streets					
Engineering* (construction-related, inspection, etc.)					

TABLE E – Public Infrastructure Sources and Uses

Project Activities	DEED	City/County	Federal EDA	Private	Total
Engineering and Admin (Design, legal, etc.) *	\$103,548.50	\$103,548.50			\$207,097
Total Costs	\$621,290	\$621,290	\$0	\$0	\$1,242,580

Engineering incurred during construction; such as inspections and observation, is eligible for match. Administration, legal and engineering incurred before construction, such as design preparation, are not eligible for BDPI nor the match.

Project Timetable

Please provide a projected timetable to complete the road and infrastructure project in a format similar to TABLE F.

TABLE F – Project Timetable

Activity	Start mm/yy	Finish mm/yy
Property Annexed	6/20	7/20
Property Rezoned	8/20	9/20
Initial Engineering	7/20	1/19
Easements Acquired	7/20	8/20
Resolution Approved	7/20	7/20
Declaration for public property	1/19	1/19
Permits Acquired	1/19	1/19
Project Specifications	1/19	1/19
Project Fully funded (if bonding, bonds sold)	1/19	1/19
Out for Bid	1/19	1/19
Bid Close	1/19	1/19
Award Contract/Notice to Proceed	1/19	1/19
Project Construction	1/19	11-21

Project Maps

Attach color maps that illustrate:

- City boundaries and where the project is located within the city
- Proper zoning to accommodate the project. If zoning changes are pending, please explain how proper zoning for the project will be in place by project completion.
- Where current and proposed infrastructure are and will be in the proposed project area

Application and Attachments Checklist

- ☐ Application Cover Page (Do not include the first four pages of instructions)
- ☐ Completed Application (with Tables A-F completed)
- ☒ Project Maps (color)
- ☐ Conflict of Interest Disclosure
- ☐ Unrecorded Declaration (with legal description)
- ☐ Pre-engineering and/or an engineering report that corresponds with the project. The documents will include an engineer's estimate of project costs.
- ☒ Letter from county auditor's office with current estimated market value property and projected property values after development.
- ☐ Documentation of full project funding that coincides with the Public infrastructure project's sources and uses of funds (Table E); or a bond sale resolution adopted by the applicant if the applicant intends to bond for any portion of the match and/or remaining costs.
- ☐ Attach commitment letters (can be from parent company) from the business(es) (if any) that are a partner with the application or intend to locate in any industrial park.
- ☐ Local Government Resolution (see sample)
- ☐ Permits – if available at this time

Required BDPI Application Attachments

- Property Declaration with legal description (do not record until awarded a grant)
- Local Government Resolution
- Conflict of Interest Disclosure Form

Attachment I to Grant Agreement

**State of Minnesota
Greater Minnesota Business Development Public Infrastructure Program
General Obligation Bond Financed
DECLARATION**

The undersigned has the following interest in the real property located in the County of _____, State of Minnesota that is legally described in **Exhibit A** attached and all facilities situated thereon (collectively referred to as the “Restricted Property”):

(Check the appropriate box.)

☐ a fee simple title,

☐ a lease, or

☒ an easement,

and as owner of such fee title, lease or easement, does hereby declare that such interest in the Restricted Property is hereby made subject to the following restrictions and encumbrances:

- A. The Restricted Property is bond financed property within the meaning of Minn. Stat. § 16A.695 that exists as of the effective date of the grant agreement identified in paragraph B below, is subject to the encumbrance created and requirements imposed by such statutory provision, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget, or its successor, which approval must be evidenced by a written statement signed by said commissioner and attached to DEED, mortgage, encumbrance or instrument used to sell or otherwise dispose of the Restricted Property; and
- B. The Restricted Property is subject to all of the terms, conditions, provisions, and limitations contained in that certain **Green Jay** Project between the City of Waseca and the Minnesota Department of Employment and Economic Development (DEED), dated _____ (the “G.O. Grant Agreement”).

The Restricted Property shall remain subject to this State of Minnesota General Obligation Bond Financed Declaration for as long as the G.O. Grant Agreement is in force and effect; at which time it shall be released therefrom by way of a written release in recordable form signed by both the Commissioner of Minnesota Department of Employment and Economic Development and

the Commissioner of Minnesota of Management and Budget, or their successors, and such written release is recorded in the real estate records relating to the Restricted Property. This Declaration may not be terminated, amended, or in any way modified without the specific written consent of the Commissioner of Minnesota of Management and Budget, or its successor.

PUBLIC ENTITY:

City of Waseca,
a Home Rule Chartercity

By: Lee A. Matson

Its: City Manager

Dated: July 21, 2020

And: Roy D. Srp

Its: Mayor

Executed on the 21 day of July, 2020

STATE OF MINNESOTA)

) ss.

COUNTY OF Waseca)

This Department of Employment and Economic Development Declaration was
executed and acknowledged before me on the ____ day of
_____, 2____, by _____ the
_____, and _____ the
_____, of _____ a
_____, on behalf of said _____.

Notary Public

This Declaration was drafted by:

Office of Attorney General
Suite 300
400 Sibley Street
St. Paul, MN 55101-1996

Attachment II

LEGAL DESCRIPTION

(only the public land in which the infrastructure is located)

LOCAL GOVERNMENT RESOLUTION 20-29
BUSINESS DEVELOPMENT INFRASTRUCTURE APPLICATION

Applicants must adopt and submit the following resolution. This resolution must be adopted prior to submission of the forms package.

BE IT RESOLVED that the City of Waseca (Applicant) act as the legal sponsor for project(s) contained in the Business Development Infrastructure Application to be submitted on July 23, 2020, and that the Mayor (Title of First Authorized Official) and the City Manager (Title of Second Authorized Official) are hereby authorized to apply to the Department of Employment and Economic Development for funding of this project on behalf of the City of Waseca (Applicant).

BE IT FURTHER RESOLVED that the City of Waseca (Applicant) has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to ensure matching funds, adequate construction, operation, maintenance and replacement of the proposed project for its design life.

BE IT FURTHER RESOLVED that the City of Waseca (Applicant) has not violated any Federal, State, or local laws pertaining to fraud, bribery, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.

BE IT FURTHER RESOLVED that upon approval of its application by the state, the City of Waseca (Applicant) may enter into an agreement with the State of Minnesota for the above-referenced project(s), and that it will comply with all applicable laws and regulations as stated in all contract agreements.

BE IT FURTHER RESOLVED that the non-BDPI source(s) of funds identified in the sources and uses outline in the application in the total amount of \$621,290 are committed and adequate to fully fund the project identified in the application.

BE IT FURTHER RESOLVED that per MN statute 116J.431 Subd 7, the City of Waseca (Applicant) understands the grant may be cancelled if the project identified in the Application is not proceeding within 18 months of the execution of a grant agreement, or if not complete after five years of any grant award.

The City of Waseca (Applicant) certifies that it will comply with all applicable laws, regulations, and rules of the Business Development Infrastructure Application.

NOW, THEREFORE BE IT RESOLVED that the Mayor (Title of First Authorized Official) and the City Manager (Second Authorized Official), or their successors in office, are hereby authorized to execute such agreements, and amendments thereto, as are necessary to implement the project(s) on behalf of the applicant.

I CERTIFY THAT the above resolution was adopted by the City Council of the city of Waseca (Applicant) on July 22, 2020 (Date).

SIGNED:

(First Authorized Official)

Title and date
Mayor July 21, 2020

WITNESSED:

(Signature)

Title and date

SIGNED:

(First Authorized Official)

Title and date
City Manager July 21, 2020

WITNESSED:

(Signature)

Title and date

Conflict of Interest Disclosure Form

This form gives grantees an opportunity to disclose any actual, potential or perceived conflicts of interest that may exist when receiving a grant. It is the grantee's obligation to be familiar with the Office of Grants Management (OGM) [Policy 08-01](#), Conflict of Interest Policy for State Grant-Making and to disclose any conflicts of interest accordingly.

All grant applicants must complete and sign a conflict of interest disclosure form.

I or my grant organization do NOT have an ACTUAL, POTENTIAL, or PERCEIVED conflict of interest.

If at any time after submission of this form, I or my grant organization discover any conflict of interest(s), I or my grant organization will disclose that conflict immediately to the appropriate agency or grant program personnel.

☐ I or my grant organization have an ACTUAL, POTENTIAL, or PERCEIVED conflict of interest. *(Please describe below):*

If at any time after submission of this form, I or my grant organization discover any additional conflict of interest(s), I or my grant organization will disclose that conflict immediately to the appropriate agency or grant program personnel.

Printed Name of Mayor or County Board Chair: Roy D. Srp

Signature:

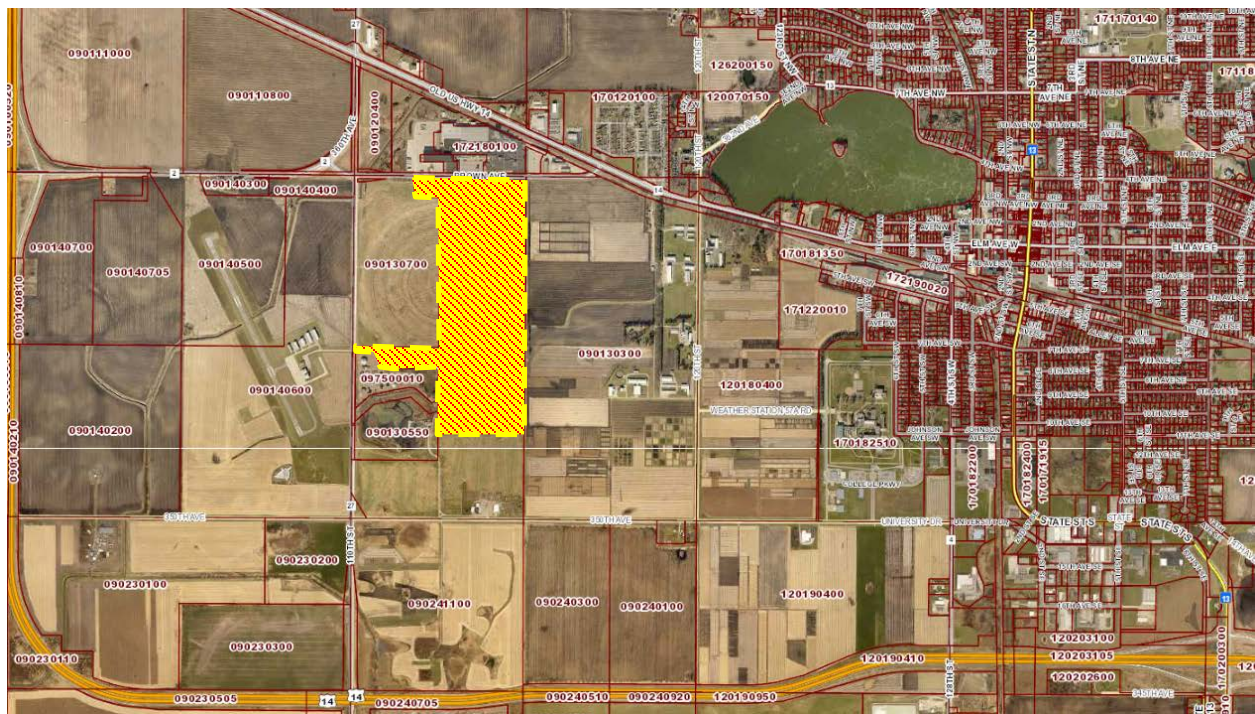
Name of City/County: City of Waseca

Date: July 21, 2020

Plant Site 47 Acres

Current City Boundary

Annexation Area 120 Acres



**Resolution 20-30
City of Waseca
County of Waseca
State of Minnesota**

**A RESOLUTION ADOPTING THE FACILITIES PLAN FOR SANITARY SEWER
SYSTEM IMPROVEMENTS**

WHEREAS, the City of Waseca retained Stantec to prepare a Sanitary Sewer Facilities Plan for collection system improvements; and

WHEREAS, a public hearing was held on August 5, 2020, at 7:00 pm to present the Facilities Plan and gather public input regarding the proposed infrastructure improvements; and

WHEREAS, this plan must be submitted to the Minnesota Pollution Control Agency to facilitate project permitting and State loan and/or grant funding for the project;

NOW, THEREFORE, BE IT RESOLVED, that the City of Waseca adopts the Facilities Plan and authorizes the submittal of the plan to the Minnesota Pollution Control Agency.

Adopted by the City of Waseca on this 5th day of August 2020.

Mayor: R.D. Srp

ATTEST: Mike Anderson
Assistant to the City Manager

Title:	Tink Larson Community Field Grandstand Donation		
Meeting Date:	July 21, 2020	Agenda Item Number:	6F
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	
Originating Department:	Parks	Presented By:	City Manager
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to accept the thin brick veneer material donation from Tink Larson towards enhancing the grandstand exterior concrete walls.		
How does this item pertain to Vision 2030 goals?	Create High Quality Community Assets		

BACKGROUND: When the new grandstand was built at Tink Larson Community Field, there was beautiful brick veneer placed on the front and half of the east side and half of the south side. The brick veneer was not put all the way around. The additional brick veneer will enhance the aesthetics of the facility. Tink Larson would like to donate the thin brick veneer material as well as covering costs for the installation of the material.

BUDGET IMPACT: No budget impact to the city.

RECOMMENDATION: Staff recommends the Waseca City Council accept the donation from Tink Larson towards enhancing the grandstand exterior walls that are not covered in the thin brick veneer material.

Tink Larson

501 7th Ave NE

Waseca, MN 56093

Cell: 507-838-5645

Email: tlarson@hickorytech.net

July 15, 2020

**To: Mayor Roy Srp
Waseca City Council
Park Superintendent Brad Dushaw**

I would like to make a donation to the City of Waseca. When the new grandstand was built at Tink Larson Community Field, there was some beautiful brick veneer placed on the front and half of the east side and half of the south side.

The brick veneer was not put all the way around as the architect had some other ideas which never materialized.

The brick has a great look to it and last summer I had a number of people from both Waseca and communities that played baseball against Waseca ask me how come the project wasn't completed because they very much liked the look.

I would like to see the brick placed over the bare cement that is now there and complete that portion of the project.

I am offering to the City of Waseca the price of the brick and the cost of installation of that brick. The cost of the brick will be somewhere between \$600-\$900. I do not know the cost of installation, but I will pay for that, too.

To help you see what I I am emailing pictures to all of you of the three areas where I would like to see the brick veneer installed at no cost to the city.

Thank you for your consideration of this donation offer. I think it will add even more beauty to an already beautiful grandstand that has received numerous positive comments.

Respectfully,

Tink Larson

ORDINANCE NO. 1076

AN ORDINANCE GRANTING AND AWARDING A NON-EXCLUSIVE CABLE SERVICE FRANCHISE TO MEDIACOM MINNESOTA LLC D/B/A MEDIACOM ("MEDIACOM") TO CONSTRUCT, OPERATE AND MAINTAIN A CABLE SYSTEM WITHIN THE CITY OF WASECA, MINNESOTA

WHEREAS, after negotiations, Mediacom and the City have agreed, pursuant to applicable law, on the terms of a franchise agreement;

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WASECA, MINNESOTA:

SECTION 1. The attached Franchise Agreement between the City and Mediacom is hereby awarded, authorized and approved.

SECTION 2. This Ordinance shall take and be in force from and after its passage and publication according to law.

Adopted this _____ day of _____ 2020

Roy Srp
Mayor

Attest:

Mike Anderson
Assistant to the City Manager

**CABLE SERVICES FRANCHISE AGREEMENT
BETWEEN THE CITY OF WASECA, MINNESOTA AND
MEDIACOM**

THIS CABLE FRANCHISE AGREEMENT (the "Franchise Agreement") is entered into by and between the City of Waseca, Minnesota (the "City") and Mediacom Minnesota LLC , d/b/a Mediacom ("Mediacom").

WHEREAS, Mediacom has applied to the City for a nonexclusive cable franchise to construct, install, maintain and operate a cable communications system in the City; and

WHEREAS, the construction, installation, maintenance and operation of such a system involves the occupation of and placement of private commercial facilities in the public rights-of-way within the City; and

WHEREAS, the City has reviewed Mediacom's application; and

WHEREAS, the City has relied on Mediacom's representations and has considered the information that Mediacom has presented to it; and

WHEREAS, based on Mediacom's representations and information, and in response to its application, the Waseca City Council has determined that, subject to the terms and conditions set forth herein, the grant of a nonexclusive franchise to Mediacom on the terms and conditions herein and subject to applicable law, is consistent with the public interest; and

WHEREAS, the City and Mediacom have reached agreement on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the City's grant of a franchise to Mediacom; Mediacom's promise to provide cable service to residents of the City pursuant to the terms and conditions set forth herein, the promises and undertakings herein, and other good and valuable consideration, the receipt and the adequacy of which is hereby acknowledged;

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

Section 1. Short Title and Definitions.

A. Short Title. This Franchise shall be known and cited as the Mediacom Cable Franchise.

B. Definitions. For the purposes of this Franchise, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words in the singular number include the plural number. The word "shall" is

always mandatory and not merely directory. The word "may" is directory and discretionary and not mandatory.

i. "Basic Cable Service" means any service tier which includes the lawful retransmission of local television broadcast signals and any public, educational, and governmental access programming required by the Franchise to be carried on the basic tier. Basic Cable Service as defined herein shall not be inconsistent with 47 U.S.C. 543(b)(7).

ii. "Cable System" or "System" means a system of antennas, cables, wires, lines, towers, waveguides, or other conductors, converters, equipment or facilities located in the Franchise Area and designed and constructed primarily for the purpose of producing, receiving, transmitting, amplifying, or distributing video programming. System as defined herein shall be inconsistent with the definitions set forth in Minn. Stat. 238.02, subd. 3 and 47 U.S.C. 522(7).

iii. "Cable Programming Service" means any video programming regardless of service tier, including installation or rental of equipment used for the receipt of such video programming, other than:

- a. Basic Cable Service;
- b. Video programming offered on a pay-per-channel or pay-per-program basis; or
- c. A combination of multiple channels of pay-per-channel or pay-per-program video programming offered on a multiplexed or time-shifted basis so long as the combined service consists of commonly-identified video programming and is not bundled with any regulated tier of service.

Cable Programming Service as defined herein shall not be inconsistent with the definition as set forth in 47 U.S.C. § 543(1)(2) and 47 C.F.R. § 76.901(b).

iv. "Cable Service" means: the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and; subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

v. "Channel" means a single full motion video channel.

vi. "City" means the City of Waseca, Minnesota.

vii. "Converter" means an electronic device which converts signals to a frequency acceptable to a television receiver of a Subscriber and by an appropriate selector permits a Subscriber to view all Subscriber signals included in the service.

viii. "Drop" means the cable that connects the ground block on the Subscriber's residence to the nearest feeder cable. This term only applies to Grantee's delivery of Cable Service.

ix. "Effective Competition" means the provision of Cable Service by two (2) or more franchised providers operating pursuant to franchise in the City.

x. "FCC" means the Federal Communications Commission and any legally appointed, designated or elected agent or successor.

xi. "Franchise" or "Cable Franchise" means this ordinance and the contractual relationship established hereby.

xii. "Franchise Fee" means the fee or assessment imposed by the City on a Grantee solely because of its status as a recipient of a Cable Franchise. The term "Franchise Fee" does not include: (i) any tax, fee or assessment of general applicability; (ii) capital costs which are required by this Franchise related to the provision of public, educational, or governmental access facilities; (iii) requirements or charges incidental to awarding or enforcing this Franchise, including payments for bonds, security funds or letters of credit, insurance, indemnification, penalties or liquidated damages, or other regulatory costs specifically required herein in addition to the Franchise Fee; (iv) any fee imposed under Title 17 of the United States Code.

xiii. "Grantee" is Mediacom Minnesota LLC d/b/a Mediacom, its agents and employees, lawful successors, transferees or assignees.

xxiv. "Gross Revenues" means all revenues received by the Grantee or its affiliates arising from the operation of the Cable System for the provision of Cable Service, including installations, digital service tiers, basic cable service, expanded basic cable service, guide revenues, equipment rentals, premium services, pay-per-view (including video-On Demand), wire maintenance, late fees, miscellaneous revenue, advertising revenues, upgrade and downgrade fees, revenues generated by sales or home shopping channel(s), leased channel fees, converter and equipment rental fees.. The term Gross Revenues shall not include bad debt (unless collected), or any taxes on services furnished by Grantee which are imposed by any municipality, state, or other governmental unit and collected by Grantee for such governmental unit.

xiv. "Installation" means the connection from feeder cable to the point of connection with the Subscriber Converter. This term only applies to Grantee's delivery of Cable Service.

xv. "Normal Business Hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, Normal Business Hours must include some evening hours at least one night per week and/or some weekend hours.

xvi. "Normal Operating Conditions" means those service conditions which are within the control of Grantee. Those conditions which are not within the control of Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the System.

xvii. "PEG Access" means public, educational, governmental and other public interest programming channels, equipment, facilities, funding, or operations as the context may require.

xviii. "Pay Television" means the delivery of pay-per-channel or pay-per-program audio-visual signals to Subscribers for a fee or charge, in addition to the charge for Basic Cable Service or Cable Programming Services.

xix. "Person" is any person, firm, partnership, association, corporation, company, or other legal entity.

xx. "Right-of-Way" or "Rights-of-Way" means the area on, below, or above any real property in the Franchise Area in which the City has an interest including, but not limited to any street, road, highway, alley, sidewalk, parkway, park, skyway, or any other place, area, or real property owned by or under the control of the City, including other dedicated Rights-of-Way for travel purposes and utility easements.

xxi. "Right-of-Way Ordinance" means the ordinance adopted by the City creating requirements regarding regulation, management and use of Rights-of-Way, including registration and permitting requirements.

xxii. "Standard Installation" means any residential installation which can be completed using a Drop of 150 feet or less. This term only applies to Grantee's delivery of Cable Service.

xxiii. "Subscriber" means any Person who lawfully receives Cable Service from Grantee or over Grantee's network.

Section 2. Grant of Authority and General Provisions.

A. Grant of Franchise.

1. This Franchise is granted pursuant to the terms and conditions contained herein.

2. The Grantee shall have the right and privilege pursuant to this Franchise to provide Cable Service in the City.

3. Use of the Rights-of-Way to provide Cable Service shall not be inconsistent with the terms and conditions by which such Rights-of-Way were created or dedicated and is subject to all legal requirements related to the use of such Rights-of-Way, including the terms and conditions of the Right-of-Way Ordinance.

4. This Franchise shall be nonexclusive. Additional Cable Franchises may be granted by the City on terms and conditions which, taken as a whole, are no more favorable nor less burdensome than those imposed in previously granted Franchises.

B. Lease or Assignment Prohibited. Other than for the provision of commercial leased access and/or provision of access over an open video system, no Person may lease Grantee's network for the purpose of providing Cable Service until and unless such Person shall have first obtained and shall currently hold a valid Franchise. Any assignment of rights under this Franchise shall be subject to and in accordance with the requirements of Section 9(E).

C. Franchise Term. This Franchise shall be in effect for a period of fifteen (15) years from the date of acceptance by Grantee. Notwithstanding, this Franchise shall be subject to periodic evaluation not less than every five (5) years as provided in Section 7(F) herein.

D. Compliance with Applicable Laws, Resolutions and Ordinances. The terms of this Franchise shall define the contractual rights and obligations of Grantee with respect to the provision of Cable Service and operation of any System in the City. However, the Grantee shall at all times during the term of this Franchise be subject to all lawful exercise of the police power, local ordinance-making authority, and eminent domain rights of the City.

E. Territorial Area Involved. This Franchise is granted for the corporate boundaries of the City, as it exists from time to time. In the event of annexation by City or as development occurs, any new territory shall become part of the territory for which this Franchise is granted. In addition, the City and Grantee acknowledge that as of the effective date of this Franchise, the Grantee intends to provide service to the entire Franchise Area.

F. Written Notice. All notices, reports, or demands required to be given in writing under this Franchise shall be deemed to be given when delivered personally to any officer of Grantee or City's Administrator of this Franchise or forty-eight (48) hours after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the party to whom notice is being given, as follows:

If to Grantor: City of Waseca
City Manager
508 South State Street
Waseca, Minnesota 56093-3097

If to Grantee: Mediacom Minnesota LLC, d/b/a
Mediacom
Group Vice President
1504 Second Street Southeast
PO Box 110
Waseca, Minnesota 56093

With copies to: Mediacom Communications Corporation
One Mediacom Way
Mediacom Park, New York
Attn: Vice President of Legal and Government Affairs

Such addresses may be changed by either party upon notice to the other party given as provided in this Section.

Section 3. Construction Standards.

A Registration, Permits and Construction Codes.

1. Grantee shall strictly adhere to all state and local laws and building and zoning codes currently or hereafter applicable to location, construction, installation, operation or maintenance of the facilities used to provide Cable Service in the City Franchise Area.

2. The City shall have the right to inspect all construction or installation work performed pursuant to the provisions of the Franchise and pursuant to Section 4(F) below, to make such tests as it shall find necessary to ensure compliance with the terms of the Franchise and applicable provisions of local, state and federal law. Grantee is required to restore property to its original condition.

3. Nothing in this Franchise shall be construed to prevent the City from adopting and enforcing a Rights-of-Way Ordinance.

B. Grantee shall bury all Drops in a reasonable time period, which shall not exceed thirty (30) business days, subject to weather conditions. In the event the ground is frozen, Grantee shall be permitted to delay burial until the ground is suitable for burial which in no event shall be later than June 30th.

C. Erection, Removal and Joint Use of Poles. No poles, conduits, amplifier boxes, similar structures, or other wire-holding structures shall be erected or installed by the Grantee on public property without prior approval of the City with regard to location, height, type

and other pertinent aspects. Facilities located on public and private property shall be subject to applicable zoning and other land use regulations.

D. Safety Requirements.

1. The Grantee shall at all times employ ordinary and reasonable care and shall install and maintain in use nothing less than commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public.

2. The Grantee shall install and maintain its equipment and facilities in accordance with all federal, state and local laws and regulations, and the requirements of the National Electric Safety Code and in such manner that they will not interfere with private radio, police and fire communications or any installations of City or of any public utility serving City.

3. All facilities structures, and lines, equipment and connections in, over, under and upon the Rights-of-Way, wherever situated or located, shall at all times be kept and maintained in good condition, order, and repair so that the same shall not menace or endanger the life or property of the City or any Person.

Section 4. System Design and Extension Provisions.

A. Channel Capacity.

1. Grantee shall develop, construct and engineer, and activate and provide for the term of this Franchise a network which is capable of delivering a minimum of 100 video channels.

2. All programming decisions- remain the discretion of Grantee; provided, however, that any change in the broad categories of video programming or other information services shall require the approval of the City consistent with 47 U.S.C. 544(b), and further provided that Grantee notifies the City and Subscribers in writing thirty (30) days prior to any channel additions, deletions, or realignments, in a manner consistent with federal law. Grantee shall conduct programming surveys from time to time to obtain input on programming decisions from Subscribers.

B. Service Availability/Density Requirement.

1. Grantee shall be required to extend Service to all dwelling units in the City where there are twenty-five (25) dwelling units or more per cable mile. Grantee shall not impose a special or individualized charge for the cost of such extension of Cable Service.

2. Grantee shall also extend Service to Persons requesting Service where the density is insufficient to require extension without any special or individualized charge.

In such case, Grantee shall extend service at a cost not to exceed the construction costs per mile multiplied by a fraction whose numerator equals the actual number of dwelling units per mile, and whose denominator equals twenty-five (25). Those Persons requesting Service will bear the remainder of the construction costs on a pro rata basis. The Grantee may require that the payment of these costs by such potential Subscribers be made in advance. Access to Cable Service shall not be denied to any group of potential residential cable Subscribers because of the income of the residents of the area in which such group resides. Grantee shall be given 24 months, weather permitting, to construct and activate Cable Service to annexed or newly developed areas.

C. Non-Standard Installations. Grantee shall install and provide Cable Service to any Person requesting other than a Standard Installation provided that said Cable Service can meet FCC technical specifications. In such case, Grantee may charge for the incremental increase in material and labor costs incurred beyond the Standard Installation.

D. Provision of Services. The Grantee shall render effective Service, make repairs promptly, and interrupt Service only for good cause and for the shortest time possible. Such interruption, to the extent feasible, shall be preceded by notice to the City and Subscribers and shall occur during periods of minimum use of the Services, as determined by records of the Grantee.

E. Technical Standards. The technical standards used in the provision of Cable Service shall comply, at minimum, with the technical standards promulgated by the FCC relating to Cable Systems pursuant to Title 47, Section 76.601 to 76.617, as may be amended or modified from time to time, which regulations are expressly incorporated herein by reference. Any failure to comply with the FCC technical standards shall be a violation of this Franchise.

F. Performance Review and System Testing. In the event City finds that there are signal or System performance difficulties which may constitute violations of applicable FCC technical standards and this Franchise, Grantee shall be notified and afforded ten (10) days to correct problems or complaints. If the performance difficulty is not resolved after the cure period has elapsed in City's sole determination, City may require Grantee to demonstrate compliance via testing or other means selected by the Grantee.

G. FCC Reports. Grantee shall file with City all required FCC technical reports which demonstrate the level of System performance and signal quality. Further, Grantee shall summarize and explain the results of any such testing provided to the City.

Section 5. Services Provisions.

A. Enforcement of Customer Service Standards. The City intends to stay enforcement of this Section 5 to the extent Effective Competition exists. Notwithstanding, the City may initiate enforcement of this Section despite the existence of Effective Competition based on the City's receipt of at least five (5) complaints with respect to each competitor, concerning

similar customer service matters. The City may initiate enforcement of this Section by Resolution of the City Council. The City may begin enforcement three (3) days after mailing a copy of such Resolution to Grantee. The Resolution shall indicate the basis for initiating enforcement.

B. Regulation of Service Rates.

1. The City may regulate rates for the provision of Cable Service to the extent allowed under federal or state law(s).

2. A list of Grantee's current residential Subscriber rates and charges shall be maintained on file with the City and shall be available for public inspection. Grantee shall give the City and Subscribers written notice of any change in a rate or charge in accordance with any applicable FCC requirements unless such change arises from changes in regulatory fees, franchise fees, access costs, or franchise imposed costs.

C. Sales Procedures. Grantee shall not exercise deceptive sales procedures when marketing any of its services within City. Grantee shall have the right to market consistent with local ordinances and other applicable laws and regulations.

D. Telephone Inquiries and Complaints.

1. Availability Grantee will maintain toll-free telephone access lines which will be available to its Subscribers 24 hours a day, seven days a week. During Normal Business Hours, trained representatives of Grantee shall be available to respond to Subscriber inquiries. Grantee will ensure that: (1) an adequate number of trained company representatives will be available to respond to customer telephone inquiries during Normal Business Hours, and; (2) after Normal Business Hours, the access line will be answered by a trained company representative or a service or an automated response system such as an answering machine. Inquiries received after Normal Business Hours must be responded to by a trained company representative on the next business day.

2. Telephone Answer Time and Busy Signals. Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under Normal Operating Conditions, measured on a quarterly basis. Under Normal Operating Conditions, the customer will receive a busy signal less than three (3) percent of the time.

E. Installation, Outage and Service Calls. Under Normal Operating Conditions which will exclude the initial deployment period, each of the following standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis: (1) Excluding conditions beyond the control of Grantee which prevent performance, Grantee will begin working

on service interruptions promptly, and in no event later than twenty-four (24) hours after the interruption becomes known, and Grantee must begin actions to correct other service problems the next business day after notification of the service problem and resolve such problems as soon as is reasonably possible; (2) The "appointment window" alternatives for Installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during Normal Business Hours. The Grantee may schedule service calls and other installation activities outside of Normal Business Hours for the convenience of the customer; (3) Grantee may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment; (4) If a representative of Grantee is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time during Normal Business Hours which is convenient for the customer.

F. Complaint and Other Service Records. Subject to Grantee's obligation to maintain the privacy of certain information, Grantee shall prepare and maintain written records of all complaints received and the resolution of such complaints, including the date of such resolution. Such written records shall be on file at the office of Grantee. Grantee shall provide the City with a written summary of such complaints and their resolution on a quarterly basis and in a form mutually agreeable to City and Grantee. Grantee may be required to provide detailed compliance reports on a quarterly basis with respect to the objectively measurable service standards herein upon written demand by the City.

G. Subscriber Contracts. Grantee shall provide to City upon request any standard form Subscriber contract utilized by Grantee. If no such written contract exists, Grantee shall provide a document completely and concisely stating the length and terms of the Subscriber contract offered to customers.

H. Billing and Subscriber Communications. Grantee must give Subscribers thirty (30) days advance written notice with copy to City before any changes in rates, programming services, or channel positions. Bills must be clear, concise, and understandable, with itemization including but not limited to, basic and premium charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates, and credits. In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

I. Refunds and Credits. If Service is interrupted or discontinued for 24 or more consecutive hours and Grantee has notice of such interruption, Subscribers shall be credited pro rata for such interruption beginning with the date of notice of interruption. Credits for will be issued no later than the Subscriber's next billing cycle following the determination that a credit is warranted. In the event a Subscriber establishes or terminates Service and receives less than a full month's Service, Grantee shall prorate the monthly rate on the basis of the number of days in the period for which Service was rendered to the number of days in the billing. Refund checks will be issued promptly, but no later than the return of the equipment supplied by the Grantee if Service

is terminated. Grantee shall not be held responsible for interruptions in programming caused by content providers.

J. Late Fees. Fees for the late payment of bills shall not accrue until the normal billing cut-off for the next month's service approximately one (1) month after the unpaid bill in question was sent to the Subscriber. Payments at the cable operator's drop-box location shall be deemed received on the date such payments are picked up by the cable operator which shall occur within 24 hours after every due date. The cable operators shall continue to provide a "grace period" of at least five (5) days after each due date.

K. Local Drop Box. Grantee has the option to maintain a local drop box for receiving Subscriber payments after hours in the City.

L. Additional Customer Service Requirements. The City expressly reserves authority to adopt additional or modified customer service requirements to address subscriber concerns or complaints in accordance with federal law.

M. Violations. Any violation of these requirements after enforcement of this Section is initiated by Council Resolution shall be deemed a violation of this Franchise.

Section 6. Institutional Services Provisions.

A. Public, Educational and Government Access.

1. PEG Responsibility. City or its designee is hereby designated to operate, administer, promote and manage PEG Access in accordance with this Section 6.

2. PEG Channels. Grantee shall dedicate two (2) channels for PEG Access use. The Grantee shall have the right to program one of the PEG Channels until such time as the City notifies the Grantee that it wishes to assume programming responsibilities. Upon receiving notification from the City, the Grantee shall, within six (6) months, discontinue routing video signals onto the PEG Channel, and take all steps necessary to permit the City to begin cablecasting PEG programming on the Channel. Nothing herein shall diminish the City's rights to secure additional channels pursuant to Minn. Stat. 238.084, which is expressly incorporated herein by reference. Grantee may not move or renumber the PEG Access channels without the written approval of the City.

3. PEG Availability. Grantee shall provide to each of its Subscribers who receive all, or part of, the total Cable Services offered over its network, reception on the PEG Access channel(s) free of charge. The specially designated access channel may be used by the public, local educational authorities and local government on a first-come, first-served, nondiscriminatory basis. During those hours that the specially designated access channel is not being used by the public, educational authorities or local government, the Grantee may lease time to commercial or noncommercial users on a first-come, first-served, nondiscriminatory basis if the

demand for that time arises. Grantee may also use this specially designated access channel for local origination during those hours when the channel is not in use by the public, local educational authorities, local government, or commercial or noncommercial users who have leased time.

4. Charges for Use. Channel time and playback of prerecorded programming on the PEG access and community program channel(s) must be provided without charge to the City and the public.

B. Access Equipment and Facilities.

1. As a grant for public, educational and government access community programming needs, the following fee shall be divided equally among all franchised video providers: \$20,000.00 per year for the duration of the franchise agreement. This fee shall be reviewed annually by the City and shall be reduced in the event the City finds that such funding is unnecessary to meet the community's public, educational and government access community programming needs. The fee shall be divided equally among all franchised video service providers and due within 90 days of April 1st of each year. Grantee reserves the right to recoup the in accordance with applicable law.

2. Upon City request, Grantee shall provide two-way activated capacity allowing live or recorded cable-cast of programming from City Hall to Waseca High School, or two other locations as mutually agreed to by the Parties subject to the provisions of paragraph C below.

3. The City, or its designee may implement rules for use of any access channel(s).

C. Subject to applicable law, service to Public Buildings. Grantee shall provide, free of charge, installation of one (1) Drop, one (1) cable outlet, and monthly video Service, excluding premium channels or any pay-per-view services, to City Hall, all requesting public school buildings, and such other institutions which the City and Grantee may mutually agree. Drops to subsequently designated institutions in excess of 200 feet shall be provided by the Grantee at the cost to requesting institution, of Grantee's time and materials less the cost of the 200 feet closest to the building. Grantee shall have six (6) months from the date of the City designation of additional institution(s) to complete construction of the Drop and outlet, weather permitting. Additional Drops and/or outlets shall be provided by Grantee at the cost of Grantee's time and material. Alternatively, at the institution's request, said institution may add outlets at its own expense, as long as such Installation meets applicable FCC technical standards. No redistribution of the free Service provided pursuant to this Subdivision shall be allowed without the Grantee's prior written consent.

Section 7. Operation and Administration Provisions.

A. Administration of Franchise. The City or its designee shall have continuing regulatory jurisdiction and supervision over the Services described herein and the Grantee's operation under the Franchise.

B. Delegated Authority. The City shall have authority to administer the Franchise and to monitor the performance of the Grantee pursuant to the Franchise. The City may withdraw or re-delegate such authority by giving Grantee written notice. Grantee shall cooperate with any such delegatee of the City.

c. Franchise Fee.

1. Grantee shall pay to the City a Franchise Fee in an annual amount equal to five percent (5%) of its Gross Revenues.

2. Any payments due under this provision shall be payable quarterly. The payment shall be made within sixty (60) days of the end of each of Grantee's current fiscal quarters together with a report in form reasonably acceptable to City and Grantee and which shows the basis for the computation.

3. All amounts paid shall be subject to audit and recomputation by the City and acceptance of any payment shall not be construed as an accord that the amount paid is in fact the correct amount.

D. Access to Records. The City shall have the right to inspect, upon reasonable notice and during Normal Business Hours, any records maintained by Grantee which relate to this Franchise or System operations including specifically Grantee's revenue records, subject to the privacy provisions of 47 U.S.C. 521 et seq. Grantee shall be required to provide such requested documents to the City unless such documents are available for inspection at a location in City.

E. Reports to be filed with the City. Grantee shall file with the City, at the time of payment of the Franchise Fee, a report of all Gross Revenues certified by an officer of the Grantee. Grantee shall prepare and furnish to the City such other reports with respect to the operations, affairs, transactions or property, as they relate to this Franchise or Cable Services as City may request. The form of such reports shall be mutually agreed upon by City and Grantee.

F. Periodic Evaluation.

1. The City may require evaluation sessions during the term of this Franchise not more than annually, upon thirty (30) days written notice to Grantee. Grantee and City shall hold evaluation sessions after the fifth and tenth years of this franchise.

2. All evaluation sessions shall be open to the public. Grantee shall notify its Subscribers of all evaluation sessions by announcement of at least sixty (60) seconds in

duration on at least one (1) Basic Service channel of the System between the hours of 7:00 p.m. and 9:00 p.m. for five (5) consecutive days preceding each session.

3. Topics which may be discussed at any evaluation session may include, but are not limited to, application of new technologies, System performance, programming offered, access channels, facilities and support, municipal uses of cable, customer complaints, amendments to this Franchise, judicial rulings, FCC rulings, line extension policies and any other topics the City and Grantee deem relevant.

4. As a result of a periodic review or evaluation session, the City may request Grantee to amend the Franchise to provide additional services or facilities as are mutually agreed upon and which are both economically and technically feasible taking into consideration the remaining life of the Franchise.

Section 8. General Financial and Insurance Provisions.

A. Performance Bond.

1. At the time the Franchise becomes effective and at all times thereafter, until the Grantee has liquidated all of its obligations with the City, the Grantee shall furnish a bond to the City, naming the other municipalities comprising the Franchise Area as additional obligees, in the amount of Ten Thousand Dollars (\$10,000.00) in a form and with such sureties as are reasonably acceptable. A single bond may be provided to all of the municipalities comprising the Franchise Area. The bond must be conditioned upon the faithful performance of the Grantee according to the terms of the Franchise and upon the further condition that in the event the Grantee shall fail to comply with any law, ordinance or regulation governing the Franchise, there shall be recoverable jointly and severally from the principal and surety of the bond any damages or loss suffered by the City as a result, including the full amount of any compensation, indemnification or cost of removal or abandonment of any property of the Grantee, plus a reasonable allowance for attorneys' fees and costs, up to the full amount of the bond, and further guaranteeing payment by the Grantee of claims, liens and taxes due the City which arise by reason of the construction, operation, or maintenance of the System.

2. The rights reserved by the City with respect to the bond are in addition to all other rights the City may have under the Franchise or any other law. The City may, from year to year, in its sole discretion, reduce the amount of the bond.

3. The Grantee shall be given thirty (30) days-notice of any franchise violation, or other claim, liability or obligation giving rise to City's right to make a claim under the bond. In the event the violation, claim, liability, or obligation is not cured, corrected or satisfied within this thirty (30) day cure period, in City's determination, the City may make a claim pursuant to the bond. The City may grant additional time beyond the initial cure period before making a claim under the bond in the event Grantee requests additional time and the City

determines that the Grantee has made a good faith effort towards cure and such additional time is necessary to completely cure the alleged violation.

4. In the event this Franchise is revoked or the rights hereunder relinquished or abandoned by Grantee, the City shall be entitled to collect from the performance bond any resultant damages, costs or liabilities incurred by the City.

5. The rights reserved to the City with respect to the performance bond shall not be deemed an exclusive remedy and are in addition to all other rights of the City whether reserved by this Franchise or authorized by law, and no action, proceeding or exercise of a right with respect to the performance bond shall affect any other right the City may have.

B. Letter of Credit.

1. The City intends to stay enforcement of this Section 8(B) to the extent Effective Competition exists. Notwithstanding, in the event the City initiates enforcement of Section 3 above through adoption of a Resolution of the City Council and determines that additional security is necessary or desirable to secure compliance with this Franchise, or the City shall determine that Effective Competition has ceased, Grantee shall, upon written notice from the City, deliver to the City an irrevocable and unconditional Letter of Credit, in form and substance acceptable to the City, from a National or State bank approved by the City, in the amount of Five Thousand Dollars (\$5,000).

2. The Letter of Credit shall provide that funds will be paid to the City, upon written demand of the City, and in an amount solely determined by the City in payment for liquidated damages charged pursuant to this subdivision or in payment for any monies owed by Grantee pursuant to its obligations under this Franchise.

3. In addition to recovery of any monies owed by Grantee to the City, the City, in its sole discretion, may charge to and collect from the Letter of Credit liquidated damages in an amount of up to Fifty Dollars (\$50.00) per violation of any provision of this Franchise or applicable federal, state, or local law or regulations, pursuant to this Section.

4. Whenever the City finds that Grantee has violated one or more terms, conditions or provisions of this Franchise, a written notice shall be given to Grantee informing it of such violation. Grantee shall have thirty (30) days from receipt of such notice in which to cure such violation in which event no liquidated damages may be assessed. At any time after the cure period, provided Grantee remains in violation of one or more terms, conditions or provisions of this Franchise, in City's sole determination, the City may draw from the Letter of Credit all assessments or monies due the City from the date of the notice. The City may grant additional time beyond the initial cure period in the event the City determines such additional time is necessary to cure the alleged violation. .

5. Grantee may notify the City in writing during the cure period that there is a dispute as to whether a violation or failure has in fact occurred. Grantee shall specify with particularity the matters disputed and the basis for dispute. All liquidated damages assessments shall continue to accrue.

6. The City shall hear Grantee's dispute at the next regularly scheduled meeting or within sixty (60) days of receipt of said notice of dispute, whichever is shorter.

7. In the event City determines that a violation has taken place, such determination shall be deemed final, subject to Grantee's right to appeal such final determination to a court or forum of competent jurisdiction.

8. In the event City determines that no violation has taken place, the City shall rescind the notice of violation.

9. If said Letter of Credit or any subsequent Letter of Credit delivered pursuant thereto expires prior to the expiration of the term of this Franchise, it shall be renewed or replaced during the term of this Franchise to provide that it will not expire prior to the expiration of this Franchise. The renewed or replaced Letter of Credit shall be of the same form and amount and with a bank authorized herein.

10. If the City draws upon the Letter of Credit or any subsequent Letter of Credit delivered pursuant hereto, in whole or in part, Grantee shall replace the same within ten (10) days and shall deliver to the City a like replacement Letter of Credit for the full amount stated in Paragraph a of this section as a substitution of the previous Letter of Credit.

11. If any Letter of Credit is not so replaced, the City may draw on said Letter of Credit for the whole amount thereof and use the proceeds as the City determines in its sole discretion. The failure to replace any Letter of Credit may also, at the option of the City, be deemed a default by Grantee under this Franchise. The drawing on the Letter of Credit by the City, and use of the money so obtained for payment or performance of the obligations, duties and responsibilities of Grantee which are in default, shall not be a waiver or release of such default.

12. The collection by the City of any monies or penalties from the Letter of Credit shall not be deemed an exclusive remedy and shall not affect any other right or remedy available to the City, nor shall any act, or failure to act, by the City pursuant to the Letter of Credit, be deemed a waiver of any right of the City pursuant to this Franchise or otherwise.

c. Indemnification of the City.

1. The City, its officers, boards, committees, commissions, elected officials, employees and agents shall not be liable for any loss or damage to any real or personal

property of any Person, or for any injury to or death of any Person, arising out of or in connection with the construction, operation, maintenance, repair or removal of, or other action or event with respect to the System or as to any other action or event with respect to this Franchise.

2. Grantee shall indemnify, defend, and hold harmless the City, its officers, boards, committees, commissions, elected officials, employees and agents, from and against all liability, damages, and penalties which they may legally be required to pay as a result of the exercise, administration, or enforcement of the Franchise. Grantee's obligations herein shall not include any alleged or actual liability which is based solely on City's operation of PEG access facilities or equipment or the programming provided via such PEG facilities or equipment.

3. Nothing in this Franchise relieves a Person, except the City, from liability arising out of the failure to exercise reasonable care to avoid injuring the Grantee's facilities while performing work connected with grading, regarding, or changing the line of a Right-of-Way or public place or with the construction or reconstruction of a sewer or water system.

4. In order for City to assert its rights to be indemnified, defended, and held harmless, City must, with respect to each claim:

a. Promptly notify Grantee in writing of any claim or legal proceeding which gives rise to such right.

b. Afford Grantee the opportunity to participate in and fully control any compromise, settlement or other resolution or disposition of any claim or proceeding; and

c. Fully cooperate with reasonable requests of Grantee, at Grantee's expense, in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to Paragraph 2 above.

D. Insurance.

1. Grantee shall file with its acceptance of this Franchise, and at all times thereafter maintain in full force and effect at its sole expense, a comprehensive general liability insurance policy, in protection of the Grantee, and the City, its officers, elected officials, boards, commissions, agents and employees for damages which may arise as a result of this Franchise.

2. The policies of insurance shall be in the sum of not less than One Million Dollars (\$1,000,000.00) for personal injury or death of any one Person, and Two Million Dollars (\$2,000,000.00) for personal injury or death of two or more Persons in any one occurrence, Five Hundred Thousand Dollars (\$500,000.00) for property damage to any one

person and Two Million Dollars (\$2,000,000.00) for property damage resulting from any one act or occurrence.

3. The policy or policies of insurance shall be maintained by Grantee in full force and effect during the entire term of the Franchise. Each policy of insurance shall contain a statement on its face that the insurer will not cancel the policy or fail to renew the policy, whether for nonpayment of premium, or otherwise, and whether at the request of Grantee or for other reasons, except after sixty (60) days advance written notice have been provided to the City.

Section 9. Sale, Abandonment, Transfer and Revocation of Franchise.

A. City's Right to Revoke. In addition to all other rights which the City has pursuant to law or equity, the City reserves the right to revoke, terminate or cancel this Franchise, and all rights and privileges pertaining thereto, if after the hearing required herein, if after the hearing required therein, it is determined that:

1. Grantee has violated any material provision of this Franchise and failed to timely cure; or
2. Grantee has attempted to evade any of the material provisions of the Franchise; or
3. Grantee has practiced fraud or deceit upon the City or Subscriber.
4. The City may revoke this Franchise without the hearing required herein if Grantee files for bankruptcy.

B. Procedures for Revocation.

1. The City shall provide Grantee with written notice of intent to revoke the Franchise which shall identify the basis of the revocation. Grantee shall have thirty (30) days subsequent to receipt of the notice in which to cure the violation or to provide adequate assurance of performance in compliance with the Franchise.

2. City shall schedule a public hearing affording Grantee due process prior to revocation. The public hearing shall be scheduled after the end of the cure period and within ninety (90) days of the date of the notice of revocation. Notice of the hearing shall be provided to Grantee.

3. The City shall provide Grantee with written notice of its final decision together with written findings of fact supplementing said decision. Only after Grantee receives written notice of the determination by the City to revoke the Franchise may Grantee appeal said decision.

4. During the appeal period, the Franchise shall remain in full force and effect unless the term thereof sooner expires.

C. Abandonment of Service. Grantee may not discontinue providing video programming services without having first given three (3) months written notice to the City.

D. Removal After Abandonment, Termination or Forfeiture.

1. In the event of termination or forfeiture of the Franchise or abandonment of the System, the City shall have the right to require Grantee to remove all or any portion of the System from all Rights-of-Way and public property within the City, subject to the authority of the Member Municipalities; provided, however, that the Grantee shall not be required to remove the System if it is authorized to provide telecommunications service pursuant to state or federal law.

2. If Grantee has failed to commence removal of System, or such part thereof as was designated by the City, within one hundred twenty (120) days after written notice of the City demand for removal is given, or if Grantee has failed to complete such removal within twelve (12) months after written notice of the City demand for removal is given, the City shall have the right to apply funds secured by the Letter of Credit and Performance Bond toward removal and/or declare all right, title, and interest to the System to be in the City with all rights of ownership including, but not limited to, the right to operate the System or transfer the System to another for operation by it pursuant to the provisions of 47 U.S.C. 547.

E. Sale of Transfer of Franchise.

1. No sale, transfer, or corporate change of or in Grantee or the System including, but not limited to, the sale of the majority of the entity's assets, a merger including the consolidation of a subsidiary and parent entity, or the creation of a subsidiary or affiliate entity, shall take place until the parties to the sale, transfer, or corporate change file a written request with the City for its approval and such approval is granted by the City, provided, however, that said approval shall not be required to remove the System if it is authorized to provide telecommunications service pursuant to state or federal law.

2. Any sale, transfer, exchange or assignment of stock or other equity interest in Grantee so as to create a new controlling interest shall be subject to the requirements of this Section 9. The term "controlling interest" as used herein means actual working control in whatever manner exercised.

3. Any sale, transfer, exchange or assignment of stock or other equity interest in Grantee so as to create a new controlling interest shall be subject to the requirements of

this Section 9(E). The term "controlling interest" as used herein means actual working control in whatever manner exercised.

4. The City shall have such time as is permitted by applicable federal law in which to review a transfer request.

5. The Grantee shall reimburse City for all the legal, administrative, and consulting costs and fees associated with the City's review of any request to transfer. Nothing herein shall prevent Grantee from negotiating partial or complete payment of such costs and fees by the transferee.

6. In no event shall a sale, transfer, corporate change, or assignment of ownership or control pursuant to Subparagraph (1) or (2) of this Section be approved without the transferee becoming a signatory to this Franchise and assuming all rights and obligations hereunder, and assuming all other rights and obligations of the transferor to the City.

7. In the event of any proposed sale, transfer, corporate change, or assignment pursuant to Subparagraph (1) or (2) of this Section, the City shall have the right to purchase the System. In the event Grantee has received a bona fide offer for purchase of the System, the City shall have the right to purchase in accordance with the terms thereof. The Grantee must promptly convey such offer to the City along with any written acceptance. As used in this Section, "bona fide offer" means an offer to purchase the System received by the Grantee which it intends to accept. In any other event, the City shall have the right to purchase the System for an equitable price and upon commercially reasonable terms.

8. The City shall be deemed to have waived its right to purchase under in the following circumstances:

a. If it does not indicate to Grantee in writing, within sixty (60) days of notice of a proposed sale or assignment, its intention to exercise or reserve its right of purchase; or

b. It approves the assignment or sale of the Franchise as provided within this Section.

Section 10. Protection of Individual Rights.

A. Discriminatory Practices Prohibited. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers or general citizens on the basis of race, color, religion, national origin, sex, age, status as to public assistance, affectional preference, or disability. Grantee shall comply at all times with all other applicable federal, state, and local laws, and all executive and administrative orders relating to nondiscrimination.

B. Subscriber Privacy.

1. Grantee shall comply with the subscriber privacy-related requirements of 47 U.S.C. 551. No signals including signals of a Class IV Channel may be transmitted from a Subscriber terminal for purposes of monitoring individual viewing patterns or practices without the express written permission of the Subscriber. Such written permission shall be for a limited period of time not to exceed one (1) year which may be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such authorization. The authorization shall be revocable at any time by the Subscriber without penalty of any kind whatsoever. Such permission shall be required for each type or classification of Class IV Channel activity planned for the purpose of monitoring individual viewing patterns or practices.

2. No lists of the names and addresses of Subscribers or any lists that identify the viewing habits of Subscribers shall be sold or otherwise made available to any party other than to Grantee and its employees for internal business use, and also to the Subscriber subject of that information, unless Grantee has received specific written authorization from the Subscriber to make such data available. Such written permission shall be for a limited period of time not to exceed one (1) year which may be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such authorization. The authorization shall be revocable at any time by the Subscriber without penalty of any kind whatsoever.

3. Written permission from the Subscriber shall not be required for the conducting of System wide or individually addressed electronic sweeps for the purpose of verifying System integrity or monitoring for the purpose of billing. Confidentiality of such information shall be subject to the provision set forth in Subparagraph (2) of this Subdivision.

Section 11. Miscellaneous Provisions.

A. Franchise Renewal. Any renewal of this Franchise shall be performed in accordance with applicable federal, state and local laws and regulations. The term of any renewed Franchise shall be limited to a period not to exceed fifteen (15) years.

B. Work Performed by Others. All obligations of this Franchise shall apply to any subcontractor or others performing any work or services pursuant to the provisions of this Franchise, however, in no event shall any such subcontractor or other Person performing work obtain any rights to maintain and operate a System or provide Cable Service. Grantee shall provide notice to the City of the name(s) and address(es) of any entity, other than Grantee, which performs services pursuant to this Franchise involving the Right-of-Way, public property or new System construction or System upgrade.

C. Amendment of Franchise Ordinance. Grantee and the City may agree, from time to time, to amend this Franchise. Such written amendments may be made subsequent to a

review session pursuant to Section 7(F) or at any other time if the City and Grantee agree that such an amendment will be in the public interest or if such an amendment is required due to changes in federal, state or local laws, provided, however, nothing herein shall restrict the City's exercise of its police powers.

D. Force Majeure. In the event Grantee's performance of any of the terms, conditions, obligations or requirements of this Franchise is prevented due to a cause beyond its control, such failure to perform shall be excused for the period of such inability to perform.

E. Compliance with Federal, State and Local Laws.

1. Grantee and the City shall conform to state laws and rules regarding cable communications not later than one year after they become effective, unless otherwise stated, and to conform to federal laws and regulations regarding cable as they become effective.

2. If any term, condition or provision of this Franchise shall, to any extent, be held to be invalid or unenforceable, the remainder and all the terms, provisions and conditions herein shall, in all other respects, continue to be effective provided the loss of the invalid or unenforceable clause does not substantially alter the agreement between the parties. In the event such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision which had been held invalid or modified is no longer in conflict with the law, rules and regulations then in effect, said provision shall thereupon return to full force and effect and shall thereafter be binding.

F. Nonenforcement by City. Grantee shall not be relieved of its obligations to comply with any of the provisions of this Franchise by reason of any failure or delay of the City to enforce prompt compliance. The City may only waive its rights hereunder by expressly so stating in writing. Any such written waiver by the City of a breach or violation of any provision of this Franchise shall not operate as or be construed to be a waiver of any subsequent breach or violation.

G. Rights Cumulative. All rights and remedies given to the City by this Franchise or retained by the City shall be in addition to and not exclusive of any and all other rights and remedies, existing or implied, now or hereafter available to the City, at law or in equity.

H. Grantee Acknowledgment of Validity of Franchise. Grantee acknowledges that it has had an opportunity to review the terms and conditions of this Franchise and that under current law Grantee believes that said terms and conditions are not unreasonable or arbitrary, and that Grantee believes the City has the power to make the terms and conditions contained in this Franchise.

Section 12. Publication Effective Date; Acceptance and Exhibits.

A. Publication: Effective Date. This Franchise shall be published in accordance with applicable local and Minnesota law. The Effective Date of this Franchise shall be April 1, 2020 and with the acceptance by Grantee in accordance with the provisions of this Section 12(B).

B. Acceptance.

1. Grantee shall accept this Franchise within thirty (30) days of its enactment by the City, unless the time for acceptance is extended by the City. Such acceptance by the Grantee shall be deemed the grant of this Franchise for all purposes provided. In the event acceptance does not take place, or should all ordinance adoption procedures and timelines not be completed, this Franchise and any and all rights previously granted to Grantee shall be null and void.

2. Upon acceptance of this Franchise, Grantee shall be bound by all the terms and conditions contained herein.

3. Grantee shall accept this Franchise in the following manner:

a. This Franchise will be properly executed and acknowledged by Grantee and delivered to the City.

b. With its acceptance, Grantee shall also deliver any grant payments, performance bond and insurance certificates required herein that have not previously been delivered.

AGREED TO ON THIS _____ DAY OF _____, 2020

CITY OF WASECA

By: _____

Mayor Roy Srp

ATTEST: _____

MEDIACOM

By: _____

Its: _____

Date: _____

ORDINANCE NO. 1077

AN ORDINANCE GRANTING AND AWARDING A NON-EXCLUSIVE
CABLE SERVICE FRANCHISE TO CONSOLIDATED
COMMUNICATIONS ENTERPRISE SERVICES, INC. ("CONSOLIDATED")
TO CONSTRUCT, OPERATE AND MAINTAIN A CABLE SYSTEM
WITHIN THE CITY OF
WASECA, MINNESOTA

WHEREAS, after negotiations, Consolidated and the City have agreed, pursuant to applicable law, on the terms of a franchise agreement;

**THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE
CITY OF WASECA, MINNESOTA:**

SECTION 1. The attached Franchise Agreement between the City and Consolidated is hereby awarded, authorized and approved.

SECTION 2. This Ordinance shall take and be in force from and after its passage and publication according to law.

Adopted this _____ day of _____ 2020

Roy Srp
Mayor

Attest:

Mike Anderson
Assistant to the City Manager

**CABLE SERVICES FRANCHISE AGREEMENT
BETWEEN THE CITY OF WASECA, MINNESOTA AND
CONSOLIDATED**

THIS CABLE FRANCHISE AGREEMENT (the "Franchise Agreement") is entered into by and between the City of Waseca, Minnesota (the "City") and Consolidated Communications Enterprise Services, Inc. ("Consolidated")

WHEREAS, Consolidated has applied to the City for a nonexclusive cable franchise to construct, install, maintain and operate a cable communications system in the City; and

WHEREAS, the construction, installation, maintenance and operation of such a system involves the occupation of and placement of private commercial facilities in the public rights-of-way within the City; and

WHEREAS, the City has reviewed Consolidated's application; and

WHEREAS, the City has relied on Consolidated's representations and has considered the information that Consolidated has presented to it; and

WHEREAS, based on Consolidated's representations and information, and in response to its application, the Waseca City Council has determined that, subject to the terms and conditions set forth herein, the grant of a nonexclusive franchise to Consolidated on the terms and conditions herein and subject to applicable law, is consistent with the public interest; and

WHEREAS, the City and Consolidated have reached agreement on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the City's grant of a franchise to Consolidated; Consolidated's promise to provide cable service to residents of the City pursuant to the terms and conditions set forth herein, the promises and undertakings herein, and other good and valuable consideration, the receipt and the adequacy of which is hereby acknowledged;

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

Section 1. Short Title and Definitions.

A. Short Title. This Franchise shall be known and cited as the Consolidated Cable Franchise.

B. Definitions. For the purposes of this Franchise, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words in the singular number include the plural number. The word "shall" is

always mandatory and not merely directory. The word "may" is directory and discretionary and not mandatory.

i. "Basic Cable Service" means any service tier which includes the lawful retransmission of local television broadcast signals and any public, educational, and governmental access programming required by the Franchise to be carried on the basic tier. Basic Cable Service as defined herein shall not be inconsistent with 47 U.S.C. 543(b)(7).

ii. "Cable System" or "System" means a system of antennas, cables, wires, lines, towers, waveguides, or other conductors, converters, equipment or facilities located in the Franchise Area and designed and constructed primarily for the purpose of producing, receiving, transmitting, amplifying, or distributing video programming. System as defined herein shall be inconsistent with the definitions set forth in Minn. Stat. 238.02, subd. 3 and 47 U.S.C. 522(7).

iii. "Cable Programming Service" means any video programming regardless of service tier, including installation or rental of equipment used for the receipt of such video programming, other than:

- a. Basic Cable Service;
- b. Video programming offered on a pay-per-channel or pay-per-program basis; or
- c. A combination of multiple channels of pay-per-channel or pay-per-program video programming offered on a multiplexed or time-shifted basis so long as the combined service consists of commonly-identified video programming and is not bundled with any regulated tier of service.

Cable Programming Service as defined herein shall not be inconsistent with the definition as set forth in 47 U.S.C. § 543(1)(2) and 47 C.F.R. § 76.901(b).

iv. "Cable Service" means: the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and; subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

v. "Channel" means a single full motion video channel.

vi. "City" means the City of Waseca, Minnesota.

vii. "Converter" means an electronic device which converts signals to a frequency acceptable to a television receiver of a Subscriber and by an appropriate selector permits a Subscriber to view all Subscriber signals included in the service.

viii. "Drop" means the cable that connects the ground block on the Subscriber's residence to the nearest feeder cable. This term only applies to Grantee's delivery of Cable Service.

ix. "Effective Competition" means the provision of Cable Service by two (2) or more franchised providers operating pursuant to franchise in the City.

x. "FCC" means the Federal Communications Commission and any legally appointed, designated or elected agent or successor.

xi. "Franchise" or "Cable Franchise" means this ordinance and the contractual relationship established hereby.

xii. "Franchise Fee" means the fee or assessment imposed by the City on a Grantee solely because of its status as a recipient of a Cable Franchise. The term "Franchise Fee" does not include: (i) any tax, fee or assessment of general applicability; (ii) capital costs which are required by this Franchise related to the provision of public, educational, or governmental access facilities; (iii) requirements or charges incidental to awarding or enforcing this Franchise, including payments for bonds, security funds or letters of credit, insurance, indemnification, penalties or liquidated damages, or other regulatory costs specifically required herein in addition to the Franchise Fee; (iv) any fee imposed under Title 17 of the United States Code.

xiii. "Grantee" is Consolidated Minnesota LLC d/b/a Consolidated, its agents and employees, lawful successors, transferees or assignees.

xxiv. "Gross Revenues" means all revenues received by the Grantee or its affiliates arising from the operation of the Cable System for the provision of Cable Service, including installations, digital service tiers, basic cable service, expanded basic cable service, guide revenues, equipment rentals, premium services, pay-per-view (including video-On Demand), wire maintenance, late fees, miscellaneous revenue, advertising revenues, upgrade and downgrade fees, revenues generated by sales or home shopping channel(s), leased channel fees, converter and equipment rental fees.. The term Gross Revenues shall not include bad debt (unless collected), or any taxes on services furnished by Grantee which are imposed by any municipality, state, or other governmental unit and collected by Grantee for such governmental unit.

xiv. "Installation" means the connection from feeder cable to the point of connection with the Subscriber Converter. This term only applies to Grantee's delivery of Cable Service.

xv. "Normal Business Hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, Normal Business Hours must include some evening hours at least one night per week and/or some weekend hours.

xvi. "Normal Operating Conditions" means those service conditions which are within the control of Grantee. Those conditions which are not within the control of Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the System.

xvii. "PEG Access" means public, educational, governmental and other public interest programming channels, equipment, facilities, funding, or operations as the context may require.

xviii. "Pay Television" means the delivery of pay-per-channel or pay-per-program audio-visual signals to Subscribers for a fee or charge, in addition to the charge for Basic Cable Service or Cable Programming Services.

xix. "Person" is any person, firm, partnership, association, corporation, company, or other legal entity.

xx. "Right-of-Way" or "Rights-of-Way" means the area on, below, or above any real property in the Franchise Area in which the City has an interest including, but not limited to any street, road, highway, alley, sidewalk, parkway, park, skyway, or any other place, area, or real property owned by or under the control of the City, including other dedicated Rights-of-Way for travel purposes and utility easements.

xxi. "Right-of-Way Ordinance" means the ordinance adopted by the City creating requirements regarding regulation, management and use of Rights-of-Way, including registration and permitting requirements.

xxii. "Standard Installation" means any residential installation which can be completed using a Drop of 150 feet or less. This term only applies to Grantee's delivery of Cable Service.

xxiii. "Subscriber" means any Person who lawfully receives Cable Service from Grantee or over Grantee's network.

Section 2. Grant of Authority and General Provisions.

A. Grant of Franchise.

1. This Franchise is granted pursuant to the terms and conditions contained herein.

2. The Grantee shall have the right and privilege pursuant to this Franchise to provide Cable Service in the City.

3. Use of the Rights-of-Way to provide Cable Service shall not be inconsistent with the terms and conditions by which such Rights-of-Way were created or dedicated and is subject to all legal requirements related to the use of such Rights-of-Way, including the terms and conditions of the Right-of-Way Ordinance.

4. This Franchise shall be nonexclusive. Additional Cable Franchises may be granted by the City on terms and conditions which, taken as a whole, are no more favorable nor less burdensome than those imposed in previously granted Franchises.

B. Lease or Assignment Prohibited. Other than for the provision of commercial leased access and/or provision of access over an open video system, no Person may lease Grantee's network for the purpose of providing Cable Service until and unless such Person shall have first obtained and shall currently hold a valid Franchise. Any assignment of rights under this Franchise shall be subject to and in accordance with the requirements of Section 9(E).

C. Franchise Term. This Franchise shall be in effect for a period of fifteen (15) years from the date of acceptance by Grantee. Notwithstanding, this Franchise shall be subject to periodic evaluation not less than every five (5) years as provided in Section 7(F) herein.

D. Compliance with Applicable Laws, Resolutions and Ordinances. The terms of this Franchise shall define the contractual rights and obligations of Grantee with respect to the provision of Cable Service and operation of any System in the City. However, the Grantee shall at all times during the term of this Franchise be subject to all lawful exercise of the police power, local ordinance-making authority, and eminent domain rights of the City.

E. Territorial Area Involved. This Franchise is granted for the corporate boundaries of the City, as it exists from time to time. In the event of annexation by City or as development occurs, any new territory shall become part of the territory for which this Franchise is granted. In addition, the City and Grantee acknowledge that as of the effective date of this Franchise, the Grantee intends to provide service to the entire Franchise Area.

F. Written Notice. All notices, reports, or demands required to be given in writing under this Franchise shall be deemed to be given when delivered personally to any officer of Grantee or City's Administrator of this Franchise or forty-eight (48) hours after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the party to whom notice is being given, as follows:

If to Grantor: City of Waseca
 City Manager
 508 South State Street
 Waseca, Minnesota 56093-3097

If to Grantee:

Such addresses may be changed by either party upon notice to the other party given as provided in this Section.

Section 3. Construction Standards.

A Registration, Permits and Construction Codes.

1. Grantee shall strictly adhere to all state and local laws and building and zoning codes currently or hereafter applicable to location, construction, installation, operation or maintenance of the facilities used to provide Cable Service in the City Franchise Area.

2. The City shall have the right to inspect all construction or installation work performed pursuant to the provisions of the Franchise and pursuant to Section 4(F) below, to make such tests as it shall find necessary to ensure compliance with the terms of the Franchise and applicable provisions of local, state and federal law. Grantee is required to restore property to its original condition.

3. Nothing in this Franchise shall be construed to prevent the City from adopting and enforcing a Rights-of-Way Ordinance.

B. Grantee shall bury all Drops in a reasonable time period, which shall not exceed thirty (30) business days, subject to weather conditions. In the event the ground is frozen, Grantee shall be permitted to delay burial until the ground is suitable for burial which in no event shall be later than June 30th.

C. Erection, Removal and Joint Use of Poles. No poles, conduits, amplifier boxes, similar structures, or other wire-holding structures shall be erected or installed by the Grantee on public property without prior approval of the City with regard to location, height, type and other pertinent aspects. Facilities located on public and private property shall be subject to applicable zoning and other land use regulations.

D. Safety Requirements.

1. The Grantee shall at all times employ ordinary and reasonable care and shall install and maintain in use nothing less than commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public.

2. The Grantee shall install and maintain its equipment and facilities in accordance with all federal, state and local laws and regulations, and the requirements of the National Electric Safety Code and in such manner that they will not interfere with private radio, police and fire communications or any installations of City or of any public utility serving City.

3. All facilities structures, and lines, equipment and connections in, over, under and upon the Rights-of-Way, wherever situated or located, shall at all times be kept and maintained in good condition, order, and repair so that the same shall not menace or endanger the life or property of the City or any Person.

Section 4. System Design and Extension Provisions.

A. Channel Capacity.

1. Grantee shall develop, construct and engineer, and activate and provide for the term of this Franchise a network which is capable of delivering a minimum of 100 video channels.

2. All programming decisions- remain the discretion of Grantee; provided, however, that any change in the broad categories of video programming or other information services shall require the approval of the City consistent with 47 U.S.C. 544(b), and further provided that Grantee notifies the City and Subscribers in writing thirty (30) days prior to any channel additions, deletions, or realignments, in a manner consistent with federal law. Grantee shall conduct programming surveys from time to time to obtain input on programming decisions from Subscribers.

B. Service Availability/Density Requirement.

1. Grantee shall be required to extend Service to all dwelling units in the City where there are twenty-five (25) dwelling units or more per cable mile. Grantee shall not impose a special or individualized charge for the cost of such extension of Cable Service.

2. Grantee shall also extend Service to Persons requesting Service where the density is insufficient to require extension without any special or individualized charge. In such case, Grantee shall extend service at a cost not to exceed the construction costs per mile multiplied by a fraction whose numerator equals the actual number of dwelling units per mile, and whose denominator equals twenty-five (25). Those Persons requesting Service will bear the remainder of the construction costs on a pro rata basis. The Grantee may require that the payment of these costs by such potential Subscribers be made in advance. Access to Cable Service shall

not be denied to any group of potential residential cable Subscribers because of the income of the residents of the area in which such group resides. Grantee shall be given 24 months, weather permitting, to construct and activate Cable Service to annexed or newly developed areas.

C. Non-Standard Installations. Grantee shall install and provide Cable Service to any Person requesting other than a Standard Installation provided that said Cable Service can meet FCC technical specifications. In such case, Grantee may charge for the incremental increase in material and labor costs incurred beyond the Standard Installation.

D. Provision of Services. The Grantee shall render effective Service, make repairs promptly, and interrupt Service only for good cause and for the shortest time possible. Such interruption, to the extent feasible, shall be preceded by notice to the City and Subscribers and shall occur during periods of minimum use of the Services, as determined by records of the Grantee.

E. Technical Standards. The technical standards used in the provision of Cable Service shall comply, at minimum, with the technical standards promulgated by the FCC relating to Cable Systems pursuant to Title 47, Section 76.601 to 76.617, as may be amended or modified from time to time, which regulations are expressly incorporated herein by reference. Any failure to comply with the FCC technical standards shall be a violation of this Franchise.

F. Performance Review and System Testing. In the event City finds that there are signal or System performance difficulties which may constitute violations of applicable FCC technical standards and this Franchise, Grantee shall be notified and afforded ten (10) days to correct problems or complaints. If the performance difficulty is not resolved after the cure period has elapsed in City's sole determination, City may require Grantee to demonstrate compliance via testing or other means selected by the Grantee.

G. FCC Reports. Grantee shall file with City all required FCC technical reports which demonstrate the level of System performance and signal quality. Further, Grantee shall summarize and explain the results of any such testing provided to the City.

Section 5. Services Provisions.

A. Enforcement of Customer Service Standards. The City intends to stay enforcement of this Section 5 to the extent Effective Competition exists. Notwithstanding, the City may initiate enforcement of this Section despite the existence of Effective Competition based on the City's receipt of at least five (5) complaints with respect to each competitor, concerning similar customer service matters. The City may initiate enforcement of this Section by Resolution of the City Council. The City may begin enforcement three (3) days after mailing a copy of such Resolution to Grantee. The Resolution shall indicate the basis for initiating enforcement.

B. Regulation of Service Rates.

1. The City may regulate rates for the provision of Cable Service to the extent allowed under federal or state law(s).

2. A list of Grantee's current residential Subscriber rates and charges shall be maintained on file with the City and shall be available for public inspection. Grantee shall give the City and Subscribers written notice of any change in a rate or charge in accordance with any applicable FCC requirements unless such change arises from changes in regulatory fees, franchise fees, access costs, or franchise imposed costs.

C. Sales Procedures. Grantee shall not exercise deceptive sales procedures when marketing any of its services within City. Grantee shall have the right to market consistent with local ordinances and other applicable laws and regulations.

D. Telephone Inquiries and Complaints.

1. Availability Grantee will maintain toll-free telephone access lines which will be available to its Subscribers 24 hours a day, seven days a week. During Normal Business Hours, trained representatives of Grantee shall be available to respond to Subscriber inquiries. Grantee will ensure that: (1) an adequate number of trained company representatives will be available to respond to customer telephone inquiries during Normal Business Hours, and; (2) after Normal Business Hours, the access line will be answered by a trained company representative or a service or an automated response system such as an answering machine. Inquiries received after Normal Business Hours must be responded to by a trained company representative on the next business day.

2. Telephone Answer Time and Busy Signals. Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under Normal Operating Conditions, measured on a quarterly basis. Under Normal Operating Conditions, the customer will receive a busy signal less than three (3) percent of the time.

E. Installation, Outage and Service Calls. Under Normal Operating Conditions which will exclude the initial deployment period, each of the following standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis: (1) Excluding conditions beyond the control of Grantee which prevent performance, Grantee will begin working on service interruptions promptly, and in no event later than twenty-four (24) hours after the interruption becomes known, and Grantee must begin actions to correct other service problems the next business day after notification of the service problem and resolve such problems as soon as is reasonably possible; (2) The "appointment window" alternatives for Installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during Normal Business Hours. The Grantee may schedule service calls and other

installation. activities outside of Normal Business Hours for the convenience of the customer; (3) Grantee may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment; (4) If a representative of Grantee is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time during Normal Business Hours which is convenient for the customer.

F. Complaint and Other Service Records. Subject to Grantee's obligation to maintain the privacy of certain information, Grantee shall prepare and maintain written records of all complaints received and the resolution of such complaints, including the date of such resolution. Such written records shall be on file at the office of Grantee. Grantee shall provide the City with a written summary of such complaints and their resolution on a quarterly basis and in a form mutually agreeable to City and Grantee. Grantee may be required to provide detailed compliance reports on a quarterly basis with respect to the objectively measurable service standards herein upon written demand by the City.

G. Subscriber Contracts. Grantee shall provide to City upon request any standard form Subscriber contract utilized by Grantee. If no such written contract exists, Grantee shall provide a document completely and concisely stating the length and terms of the Subscriber contract offered to customers.

H. Billing and Subscriber Communications. Grantee must give Subscribers thirty (30) days advance written notice with copy to City before any changes in rates, programming services, or channel positions. Bills must be clear, concise, and understandable, with itemization including but not limited to, basic and premium charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates, and credits. In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

I. Refunds and Credits. If Service is interrupted or discontinued for 24 or more consecutive hours and Grantee has notice of such interruption, Subscribers shall be credited pro rata for such interruption beginning with the date of notice of interruption. Credits for will be issued no later than the Subscriber's next billing cycle following the determination that a credit is warranted. In the event a Subscriber establishes or terminates Service and receives less than a full month's Service, Grantee shall prorate the monthly rate on the basis of the number of days in the period for which Service was rendered to the number of days in the billing. Refund checks will be issued promptly, but no later than the return of the equipment supplied by the Grantee if Service is terminated. Grantee shall not be held responsible for interruptions in programming caused by content providers.

J. Late Fees. Fees for the late payment of bills shall not accrue until the normal billing cut-off for the next month's service approximately one (1) month after the unpaid bill in question was sent to the Subscriber. Payments at the cable operator's drop-box location

shall be deemed received on the date such payments are picked up by the cable operator which shall occur within 24 hours after every due date. The cable operators shall continue to provide a 'grace period' of at least five (5) days after each due date.

K. Local Drop Box. Grantee has the option to maintain a local drop box for receiving Subscriber payments after hours in the City.

L. Additional Customer Service Requirements. The City expressly reserves authority to adopt additional or modified customer service requirements to address subscriber concerns or complaints in accordance with federal law.

M. Violations. Any violation of these requirements after enforcement of this Section is initiated by Council Resolution shall be deemed a violation of this Franchise.

Section 6. Institutional Services Provisions.

A. Public, Educational and Government Access.

1. PEG Responsibility. City or its designee is hereby designated to operate, administer, promote and manage PEG Access in accordance with this Section 6.

2. PEG Channels. Grantee shall dedicate two (2) channels for PEG Access use. The Grantee shall have the right to program one of the PEG Channels until such time as the City notifies the Grantee that it wishes to assume programming responsibilities. Upon receiving notification from the City, the Grantee shall, within six (6) months, discontinue routing video signals onto the PEG Channel, and take all steps necessary to permit the City to begin cablecasting PEG programming on the Channel. Nothing herein shall diminish the City's rights to secure additional channels pursuant to Minn. Stat. 238.084, which is expressly incorporated herein by reference. Grantee may not move or renumber the PEG Access channels without the written approval of the City.

3. PEG Availability. Grantee shall provide to each of its Subscribers who receive all, or part of, the total Cable Services offered over its network, reception on the PEG Access channel(s) free of charge. The specially designated access channel may be used by the public, local educational authorities and local government on a first-come, first-served, nondiscriminatory basis. During those hours that the specially designated access channel is not being used by the public, educational authorities or local government, the Grantee may lease time to commercial or noncommercial users on a first-come, first-served, nondiscriminatory basis if the demand for that time arises. Grantee may also use this specially designated access channel for local origination during those hours when the channel is not in use by the public, local educational authorities, local government, or commercial or noncommercial users who have leased time.

4. Charges for Use. Channel time and playback of prerecorded programming on the PEG access and community program channel(s) must be provided without charge to the City and the public.

B. Access Equipment and Facilities.

1. As a grant for public, educational and government access community programming needs, the following fee shall be divided equally among all franchised video providers: \$20,000.00 per year for the duration of the franchise agreement. This fee shall be reviewed annually by the City and shall be reduced in the event the City finds that such funding is unnecessary to meet the community's public, educational and government access community programming needs. The fee shall be divided equally among all franchised video service providers and due within 90 days of April 1st of each year. Grantee reserves the right to recoup the in accordance with applicable law.

2. Upon City request, Grantee shall provide two-way activated capacity allowing live or recorded cable-cast of programming from City Hall to Waseca High School, or two other locations as mutually agreed to by the Parties subject to the provisions of paragraph C below.

3. The City, or its designee may implement rules for use of any access channel(s).

C. Subject to applicable law, service to Public Buildings. Grantee shall provide, free of charge, installation of one (1) Drop, one (1) cable outlet, and monthly video Service, excluding premium channels or any pay-per-view services, to City Hall, all requesting public school buildings, and such other institutions which the City and Grantee may mutually agree. Drops to subsequently designated institutions in excess of 200 feet shall be provided by the Grantee at the cost to requesting institution, of Grantee's time and materials less the cost of the 200 feet closest to the building. Grantee shall have six (6) months from the date of the City designation of additional institution(s) to complete construction of the Drop and outlet, weather permitting. Additional Drops and/or outlets shall be provided by Grantee at the cost of Grantee's time and material. Alternatively, at the institution's request, said institution may add outlets at its own expense, as long as such Installation meets applicable FCC technical standards. No redistribution of the free Service provided pursuant to this Subdivision shall be allowed without the Grantee's prior written consent.

Section 7. Operation and Administration Provisions.

A. Administration of Franchise. The City or its designee shall have continuing regulatory jurisdiction and supervision over the Services described herein and the Grantee's operation under the Franchise.

B. Delegated Authority. The City shall have authority to administer the Franchise and to monitor the performance of the Grantee pursuant to the Franchise. The City may withdraw or re-delegate such authority by giving Grantee written notice. Grantee shall cooperate with any such delegatee of the City.

c. Franchise Fee.

1. Grantee shall pay to the City a Franchise Fee in an annual amount equal to five percent (5%) of its Gross Revenues.

2. Any payments due under this provision shall be payable quarterly. The payment shall be made within sixty (60) days of the end of each of Grantee's current fiscal quarters together with a report in form reasonably acceptable to City and Grantee and which shows the basis for the computation.

3. All amounts paid shall be subject to audit and recomputation by the City and acceptance of any payment shall not be construed as an accord that the amount paid is in fact the correct amount.

D. Access to Records. The City shall have the right to inspect, upon reasonable notice and during Normal Business Hours, any records maintained by Grantee which relate to this Franchise or System operations including specifically Grantee's revenue records, subject to the privacy provisions of 47 U.S.C. 521 et seq. Grantee shall be required to provide such requested documents to the City unless such documents are available for inspection at a location in City.

E. Reports to be filed with the City. Grantee shall file with the City, at the time of payment of the Franchise Fee, a report of all Gross Revenues certified by an officer of the Grantee. Grantee shall prepare and furnish to the City such other reports with respect to the operations, affairs, transactions or property, as they relate to this Franchise or Cable Services as City may request. The form of such reports shall be mutually agreed upon by City and Grantee.

F. Periodic Evaluation.

1. The City may require evaluation sessions during the term of this Franchise not more than annually, upon thirty (30) days written notice to Grantee. Grantee and City shall hold evaluation sessions after the fifth and tenth years of this franchise.

2. All evaluation sessions shall be open to the public. Grantee shall notify its Subscribers of all evaluation sessions by announcement of at least sixty (60) seconds in duration on at least one (1) Basic Service channel of the System between the hours of 7:00 p.m. and 9:00 p.m. for five (5) consecutive days preceding each session.

3. Topics which may be discussed at any evaluation session may include, but are not limited to, application of new technologies, System performance,

programming offered, access channels, facilities and support, municipal uses of cable, customer complaints, amendments to this Franchise, judicial rulings, FCC rulings, line extension policies and any other topics the City and Grantee deem relevant.

4. As a result of a periodic review or evaluation session, the City may request Grantee to amend the Franchise to provide additional services or facilities as are mutually agreed upon and which are both economically and technically feasible taking into consideration the remaining life of the Franchise.

Section 8. General Financial and Insurance Provisions.

A. Performance Bond.

1. At the time the Franchise becomes effective and at all times thereafter, until the Grantee has liquidated all of its obligations with the City, the Grantee shall furnish a bond to the City, naming the other municipalities comprising the Franchise Area as additional obligees, in the amount of Ten Thousand Dollars (\$10,000.00) in a form and with such sureties as are reasonably acceptable. A single bond may be provided to all of the municipalities comprising the Franchise Area. The bond must be conditioned upon the faithful performance of the Grantee according to the terms of the Franchise and upon the further condition that in the event the Grantee shall fail to comply with any law, ordinance or regulation governing the Franchise, there shall be recoverable jointly and severally from the principal and surety of the bond any damages or loss suffered by the City as a result, including the full amount of any compensation, indemnification or cost of removal or abandonment of any property of the Grantee, plus a reasonable allowance for attorneys' fees and costs, up to the full amount of the bond, and further guaranteeing payment by the Grantee of claims, liens and taxes due the City which arise by reason of the construction, operation, or maintenance of the System.

2. The rights reserved by the City with respect to the bond are in addition to all other rights the City may have under the Franchise or any other law. The City may, from year to year, in its sole discretion, reduce the amount of the bond.

3. The Grantee shall be given thirty (30) days-notice of any franchise violation, or other claim, liability or obligation giving rise to City's right to make a claim under the bond. In the event the violation, claim, liability, or obligation is not cured, corrected or satisfied within this thirty (30) day cure period, in City's determination, the City may make a claim pursuant to the bond. The City may grant additional time beyond the initial cure period before making a claim under the bond in the event Grantee requests additional time and the City determines that the Grantee has made a good faith effort towards cure and such additional time is necessary to completely cure the alleged violation.

4. In the event this Franchise is revoked or the rights hereunder relinquished or abandoned by Grantee, the City shall be entitled to collect from the performance bond any resultant damages, costs or liabilities incurred by the City.

5. The rights reserved to the City with respect to the performance bond shall not be deemed an exclusive remedy and are in addition to all other rights of the City whether reserved by this Franchise or authorized by law, and no action, proceeding or exercise of a right with respect to the performance bond shall affect any other right the City may have.

B. Letter of Credit.

1. The City intends to stay enforcement of this Section 8(B) to the extent Effective Competition exists. Notwithstanding, in the event the City initiates enforcement of Section 3 above through adoption of a Resolution of the City Council and determines that additional security is necessary or desirable to secure compliance with this Franchise, or the City shall determine that Effective Competition has ceased, Grantee shall, upon written notice from the City, deliver to the City an irrevocable and unconditional Letter of Credit, in form and substance acceptable to the City, from a National or State bank approved by the City, in the amount of Five Thousand Dollars (\$5,000).

2. The Letter of Credit shall provide that funds will be paid to the City, upon written demand of the City, and in an amount solely determined by the City in payment for liquidated damages charged pursuant to this subdivision or in payment for any monies owed by Grantee pursuant to its obligations under this Franchise.

3. In addition to recovery of any monies owed by Grantee to the City, the City, in its sole discretion, may charge to and collect from the Letter of Credit liquidated damages in an amount of up to Fifty Dollars (\$50.00) per violation of any provision of this Franchise or applicable federal, state, or local law or regulations, pursuant to this Section.

4. Whenever the City finds that Grantee has violated one or more terms, conditions or provisions of this Franchise, a written notice shall be given to Grantee informing it of such violation. Grantee shall have thirty (30) days from receipt of such notice in which to cure such violation in which event no liquidated damages may be assessed. At any time after the cure period, provided Grantee remains in violation of one or more terms, conditions or provisions of this Franchise, in City's sole determination, the City may draw from the Letter of Credit all assessments or monies due the City from the date of the notice. The City may grant additional time beyond the initial cure period in the event the City determines such additional time is necessary to cure the alleged violation. .

5. Grantee may notify the City in writing during the cure period that there is a dispute as to whether a violation or failure has in fact occurred. Grantee shall specify with particularity the matters disputed and the basis for dispute. All liquidated damages assessments shall continue to accrue.

6. The City shall hear Grantee's dispute at the next regularly scheduled meeting or within sixty (60) days of receipt of said notice of dispute, whichever is shorter.

7. In the event City determines that a violation has taken place, such determination shall be deemed final, subject to Grantee's right to appeal such final determination to a court or forum of competent jurisdiction.

8. In the event City determines that no violation has taken place, the City shall rescind the notice of violation.

9. If said Letter of Credit or any subsequent Letter of Credit delivered pursuant thereto expires prior to the expiration of the term of this Franchise, it shall be renewed or replaced during the term of this Franchise to provide that it will not expire prior to the expiration of this Franchise. The renewed or replaced Letter of Credit shall be of the same form and amount and with a bank authorized herein.

10. If the City draws upon the Letter of Credit or any subsequent Letter of Credit delivered pursuant hereto, in whole or in part, Grantee shall replace the same within ten (10) days and shall deliver to the City a like replacement Letter of Credit for the full amount stated in Paragraph a of this section as a substitution of the previous Letter of Credit.

11. If any Letter of Credit is not so replaced, the City may draw on said Letter of Credit for the whole amount thereof and use the proceeds as the City determines in its sole discretion. The failure to replace any Letter of Credit may also, at the option of the City, be deemed a default by Grantee under this Franchise. The drawing on the Letter of Credit by the City, and use of the money so obtained for payment or performance of the obligations, duties and responsibilities of Grantee which are in default, shall not be a waiver or release of such default.

12. The collection by the City of any monies or penalties from the Letter of Credit shall not be deemed an exclusive remedy and shall not affect any other right or remedy available to the City, nor shall any act, or failure to act, by the City pursuant to the Letter of Credit, be deemed a waiver of any right of the City pursuant to this Franchise or otherwise.

c. Indemnification of the City.

1. The City, its officers, boards, committees, commissions, elected officials, employees and agents shall not be liable for any loss or damage to any real or personal property of any Person, or for any injury to or death of any Person, arising out of or in connection with the construction, operation, maintenance, repair or removal of, or other action or event with respect to the System or as to any other action or event with respect to this Franchise.

2. Grantee shall indemnify, defend, and hold harmless the City, its officers, boards, committees, commissions, elected officials, employees and agents, from and against all liability, damages, and penalties which they may legally be required to pay as a result of the exercise, administration, or enforcement of the Franchise. Grantee's obligations herein shall not include any alleged or actual liability which is based solely on City's operation of PEG access facilities or equipment or the programming provided via such PEG facilities or equipment.

3. Nothing in this Franchise relieves a Person, except the City, from liability arising out of the failure to exercise reasonable care to avoid injuring the Grantee's facilities while performing work connected with grading, regarding, or changing the line of a Right-of-Way or public place or with the construction or reconstruction of a sewer or water system.

4. In order for City to assert its rights to be indemnified, defended, and held harmless, City must, with respect to each claim:

a. Promptly notify Grantee in writing of any claim or legal proceeding which gives rise to such right.

b. Afford Grantee the opportunity to participate in and fully control any compromise, settlement or other resolution or disposition of any claim or proceeding; and

c. Fully cooperate with reasonable requests of Grantee, at Grantee's expense, in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to Paragraph 2 above.

D. Insurance.

1. Grantee shall file with its acceptance of this Franchise, and at all times thereafter maintain in full force and effect at its sole expense, a comprehensive general liability insurance policy, in protection of the Grantee, and the City, its officers, elected officials, boards, commissions, agents and employees for damages which may arise as a result of this Franchise.

2. The policies of insurance shall be in the sum of not less than One Million Dollars (\$1,000,000.00) for personal injury or death of any one Person, and Two Million Dollars (\$2,000,000.00) for personal injury or death of two or more Persons in any one occurrence, Five Hundred Thousand Dollars (\$500,000.00) for property damage to any one person and Two Million Dollars (\$2,000,000.00) for property damage resulting from any one act or occurrence.

3. The policy or policies of insurance shall be maintained by Grantee in full force and effect during the entire term of the Franchise. Each policy of insurance shall contain a statement on its face that the insurer will not cancel the policy or fail to renew the policy, whether for nonpayment of premium, or otherwise, and whether at the request of Grantee or for other reasons, except after sixty (60) days advance written notice have been provided to the City.

Section 9. Sale, Abandonment, Transfer and Revocation of Franchise.

A. City's Right to Revoke. In addition to all other rights which the City has pursuant to law or equity, the City reserves the right to revoke, terminate or cancel this Franchise, and all rights and privileges pertaining thereto, if after the hearing required herein, if after the hearing required therein, it is determined that:

1. Grantee has violated any material provision of this Franchise and failed to timely cure; or
2. Grantee has attempted to evade any of the material provisions of the Franchise; or
3. Grantee has practiced fraud or deceit upon the City or Subscriber.
4. The City may revoke this Franchise without the hearing required herein if Grantee files for bankruptcy.

B. Procedures for Revocation.

1. The City shall provide Grantee with written notice of intent to revoke the Franchise which shall identify the basis of the revocation. Grantee shall have thirty (30) days subsequent to receipt of the notice in which to cure the violation or to provide adequate assurance of performance in compliance with the Franchise.

2. City shall schedule a public hearing affording Grantee due process prior to revocation. The public hearing shall be scheduled after the end of the cure period and within ninety (90) days of the date of the notice of revocation. Notice of the hearing shall be provided to Grantee.

3. The City shall provide Grantee with written notice of its final decision together with written findings of fact supplementing said decision. Only after Grantee receives written notice of the determination by the City to revoke the Franchise may Grantee appeal said decision.

4. During the appeal period, the Franchise shall remain in full force and effect unless the term thereof sooner expires.

C. Abandonment of Service. Grantee may not discontinue providing video programming services without having first given three (3) months written notice to the City.

D. Removal After Abandonment, Termination or Forfeiture.

1. In the event of termination or forfeiture of the Franchise or abandonment of the System, the City shall have the right to require Grantee to remove all or any portion of the System from all Rights-of-Way and public property within the City, subject to the authority of the Member Municipalities; provided, however, that the Grantee shall not be required to remove the System if it is authorized to provide telecommunications service pursuant to state or federal law.

2. If Grantee has failed to commence removal of System, or such part thereof as was designated by the City, within one hundred twenty (120) days after written notice of the City demand for removal is given, or if Grantee has failed to complete such removal within twelve (12) months after written notice of the City demand for removal is given, the City shall have the right to apply funds secured by the Letter of Credit and Performance Bond toward removal and/or declare all right, title, and interest to the System to be in the City with all rights of ownership including, but not limited to, the right to operate the System or transfer the System to another for operation by it pursuant to the provisions of 47 U.S.C. 547.

E. Sale of Transfer of Franchise.

1. No sale, transfer, or corporate change of or in Grantee or the System including, but not limited to, the sale of the majority of the entity's assets, a merger including the consolidation of a subsidiary and parent entity, or the creation of a subsidiary or affiliate entity, shall take place until the parties to the sale, transfer, or corporate change file a written request with the City for its approval and such approval is granted by the City, provided, however, that said approval shall not be required to remove the System if it is authorized to provide telecommunications service pursuant to state or federal law.

2. Any sale, transfer, exchange or assignment of stock or other equity interest in Grantee so as to create a new controlling interest shall be subject to the requirements of this Section 9E. The term "controlling interest" as used herein means actual working control in whatever manner exercised.

3. Any sale, transfer, exchange or assignment of stock or other equity interest in Grantee so as to create a new controlling interest shall be subject to the requirements of this Section 9(E). The term "controlling interest" as used herein means actual working control in whatever manner exercised.

4. The City shall have such time as is permitted by applicable federal law in which to review a transfer request.

5. The Grantee shall reimburse City for all the legal, administrative, and consulting costs and fees associated with the City's review of any request to transfer. Nothing herein shall prevent Grantee from negotiating partial or complete payment of such costs and fees by the transferee.

6. In no event shall a sale, transfer, corporate change, or assignment of ownership or control pursuant to Subparagraph (1) or (2) of this Section be approved without the transferee becoming a signatory to this Franchise and assuming all rights and obligations hereunder, and assuming all other rights and obligations of the transferor to the City.

7. In the event of any proposed sale, transfer, corporate change, or assignment pursuant to Subparagraph (1) or (2) of this Section, the City shall have the right to purchase the System. In the event Grantee has received a bona fide offer for purchase of the System, the City shall have the right to purchase in accordance with the terms thereof. The Grantee must promptly convey such offer to the City along with any written acceptance. As used in this Section, "bona fide offer" means an offer to purchase the System received by the Grantee which it intends to accept. In any other event, the City shall have the right to purchase the System for an equitable price and upon commercially reasonable terms.

8. The City shall be deemed to have waived its right to purchase under in the following circumstances:

a. If it does not indicate to Grantee in writing, within sixty (60) days of notice of a proposed sale or assignment, its intention to exercise or reserve its right of purchase; or

b. It approves the assignment or sale of the Franchise as provided within this Section.

Section 10. Protection of Individual Rights.

A. **Discriminatory Practices Prohibited.** Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers or general citizens on the basis of race, color, religion, national origin, sex, age, status as to public assistance, affectional preference, or disability. Grantee shall comply at all times with all other applicable federal, state, and local laws, and all executive and administrative orders relating to nondiscrimination.

B. **Subscriber Privacy.**

1. Grantee shall comply with the subscriber privacy-related requirements of 47 U.S.C. 551. No signals including signals of a Class IV Channel may be transmitted from a Subscriber terminal for purposes of monitoring individual viewing patterns or practices without the express written permission of the Subscriber. Such written permission shall be for a limited period of time not to exceed one (1) year which may be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such authorization. The authorization shall be revocable at any time by the Subscriber without penalty of any kind whatsoever. Such permission shall be required for each type or classification of Class IV Channel activity planned for the purpose of monitoring individual viewing patterns or practices.

2. No lists of the names and addresses of Subscribers or any lists that identify the viewing habits of Subscribers shall be sold or otherwise made available to any party other than to Grantee and its employees for internal business use, and also to the Subscriber subject of that information, unless Grantee has received specific written authorization from the Subscriber to make such data available. Such written permission shall be for a limited period of time not to exceed one (1) year which may be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such authorization. The authorization shall be revocable at any time by the Subscriber without penalty of any kind whatsoever.

3. Written permission from the Subscriber shall not be required for the conducting of System wide or individually addressed electronic sweeps for the purpose of verifying System integrity or monitoring for the purpose of billing. Confidentiality of such information shall be subject to the provision set forth in Subparagraph (2) of this Subdivision.

Section 11. Miscellaneous Provisions.

A. Franchise Renewal. Any renewal of this Franchise shall be performed in accordance with applicable federal, state and local laws and regulations. The term of any renewed Franchise shall be limited to a period not to exceed fifteen (15) years.

B. Work Performed by Others. All obligations of this Franchise shall apply to any subcontractor or others performing any work or services pursuant to the provisions of this Franchise, however, in no event shall any such subcontractor or other Person performing work obtain any rights to maintain and operate a System or provide Cable Service. Grantee shall provide notice to the City of the name(s) and address(es) of any entity, other than Grantee, which performs services pursuant to this Franchise involving the Right-of-Way, public property or new System construction or System upgrade.

C. Amendment of Franchise Ordinance. Grantee and the City may agree, from time to time, to amend this Franchise. Such written amendments may be made subsequent to a review session pursuant to Section 7(F) or at any other time if the City and Grantee agree that such an amendment will be in the public interest or if such an amendment is required due to

changes in federal, state or local laws, provided, however, nothing herein shall restrict the City's exercise of its police powers.

D. Force Majeure. In the event Grantee's performance of any of the terms, conditions, obligations or requirements of this Franchise is prevented due to a cause beyond its control, such failure to perform shall be excused for the period of such inability to perform.

E. Compliance with Federal, State and Local Laws.

1. Grantee and the City shall conform to state laws and rules regarding cable communications not later than one year after they become effective, unless otherwise stated, and to conform to federal laws and regulations regarding cable as they become effective.

2. If any term, condition or provision of this Franchise shall, to any extent, be held to be invalid or unenforceable, the remainder and all the terms, provisions and conditions herein shall, in all other respects, continue to be effective provided the loss of the invalid or unenforceable clause does not substantially alter the agreement between the parties. In the event such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision which had been held invalid or modified is no longer in conflict with the law, rules and regulations then in effect, said provision shall thereupon return to full force and effect and shall thereafter be binding.

F. Nonenforcement by City. Grantee shall not be relieved of its obligations to comply with any of the provisions of this Franchise by reason of any failure or delay of the City to enforce prompt compliance. The City may only waive its rights hereunder by expressly so stating in writing. Any such written waiver by the City of a breach or violation of any provision of this Franchise shall not operate as or be construed to be a waiver of any subsequent breach or violation.

G. Rights Cumulative. All rights and remedies given to the City by this Franchise or retained by the City shall be in addition to and not exclusive of any and all other rights and remedies, existing or implied, now or hereafter available to the City, at law or in equity.

H. Grantee Acknowledgment of Validity of Franchise. Grantee acknowledges that it has had an opportunity to review the terms and conditions of this Franchise and that under current law Grantee believes that said terms and conditions are not unreasonable or arbitrary, and that Grantee believes the City has the power to make the terms and conditions contained in this Franchise.

Section 12. Publication Effective Date; Acceptance and Exhibits.

A. Publication: Effective Date. This Franchise shall be published in accordance with applicable local and Minnesota law. The Effective Date of this Franchise shall be April 1, 2020 and with the acceptance by Grantee in accordance with the provisions of this Section 12(B).

B. Acceptance.

1. Grantee shall accept this Franchise within thirty (30) days of its enactment by the City, unless the time for acceptance is extended by the City. Such acceptance by the Grantee shall be deemed the grant of this Franchise for all purposes provided. In the event acceptance does not take place, or should all ordinance adoption procedures and timelines not be completed, this Franchise and any and all rights previously granted to Grantee shall be null and void.

2. Upon acceptance of this Franchise, Grantee shall be bound by all the terms and conditions contained herein.

3. Grantee shall accept this Franchise in the following manner:

a. This Franchise will be properly executed and acknowledged by Grantee and delivered to the City.

b. With its acceptance, Grantee shall also deliver any grant payments, performance bond and insurance certificates required herein that have not previously been delivered.

AGREED TO ON THIS _____ DAY OF _____, 2020

CITY OF WASECA

By: _____

Mayor Roy Srp

ATTEST: _____

CONSOLIDATED

By: _____

Its: _____

Date: _____

Title:	Ordinance No. 1082: An Ordinance of the Waseca City Council Amending Chapter 50 of the Code of Ordinances.		
Meeting Date:	July 21, 2020	Agenda Item Number:	7A
Action:	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Ordinance No. 1082 PC Memo
Originating Department:	Community Development	Presented By:	Planning & Zoning Coordinator
Approved by City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to adopt Ordinance No. 1082, Amending Chapter 50 of the Waseca City Code of Ordinances		
How does this item pertain to Vision 2030 goals?	Good Governance		

BACKGROUND: Conflicting text was discovered in Chapter 50 and Chapter 52 of the City Code of Ordinances relating to the time requirement to connect and pay for city services when they are made available. The correction clarifies the 365-day time frame thus making it uniform throughout the Ordinance.

The Planning Commission held a public hearing on the Text Amendment request on July 14, 2020. The Planning Commission voted 3-0 recommending approval to the City Council.

BUDGET IMPACT: None

POLICY QUESTION: The City Council has the authority to approve Text Amendments.

ALTERNATIVES CONSIDERED: None.

RECOMMENDATION: Motion to adopt Ordinance 1082; Approving a Text Amendment to Chapter 50 of the Waseca City Code of Ordinances.

ORDINANCE NO. 1082

AN ORDINANCE AMENDING CHAPTER 50; BILLING PROCEDURE; RATES

WHEREAS, Chapter 50 of the Waseca Code of Ordinances provides for the billing procedures and rates;

NOW, THEREFORE, the City of Waseca does hereby ordain that the amendments to Chapter 50 of the Waseca Code of Ordinances as shown here-in are hereby approved and modified. The modification only amends the specified codes, the remainder of the Ordinance shall remain as previously adopted.

SECTION 1. Chapter 50: Billing Procedures; Rates of the Waseca Code of Ordinances is hereby amended as follows, underlined text is being added and ~~strikeout~~ text is being deleted:

§ 50.04, J, (3):

At such time as the city makes available city service to the property, the city shall notify the property owner in writing. The property owner shall have a maximum of ~~three years~~ 365 days to connect to city services and cease use of any private well or septic system with the exception of a well used for non-potable uses. Property owner shall have ~~12 months~~ 365 days after connecting to city services to pay all hook-up charges and assessments in full.

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

ADOPTED this 21st day of July 2020.

ATTEST:

R. D. SRP
MAYOR

MIKE ANDERSON
ASSISTANT TO THE CITY MANAGER

Introduced: July 14, 2020
Adopted: July 21, 2020
Published: July 30, 2020
Effective: July 30, 2020

PLANNING DEPARTMENT

MEMORANDUM

TO: Daren Arndt, Chair
Waseca Planning Commission

FROM: Bill Green
Planning and Zoning Coordinator

MEETING DATE: July 14, 2020

SUBJECT: Public Hearing-Action No. 20-03 – Zoning Text Amendments

ATTACHMENTS: Existing zoning code sections to be amended

REQUEST

Waseca Staff request that the Planning Commission consider the proposed Zoning Ordinance amendments. These amendments have been selected and brought forth to provide clarity within the Ordinance and reduce the need for common variances.

PROPOSED AMENDMENT #1

§50.04, J, (3) At such time as the city makes available city service to the property, the city shall notify the property owner in writing. The property owner shall have a maximum of ~~three years~~ 365 days to connect to city services and cease use of any private well or septic system with the exception of a well used for non-potable uses. Property owner shall have ~~12 months~~ 365 days after connecting to city services to pay all hook-up charges and assessments in full.

Reasoning

The three-year requirement to connect to city services in the section to be amended conflicted with §52.04 (C), which requires 365 days to connect to city sewer and water. 365 days is a reasonable and standard timeframe; thus, the amendment has been proposed to make the 365 day requirement uniform throughout the Ordinance.

The second amendment in the section, changing “12 months” to “365 days”, is proposed for consistency in phrasing throughout the section.

REQUESTED ACTION

Hold a public hearing on the proposed Zoning Ordinance amendments and take action on a recommendation to be forwarded to the City Council for consideration at their July 21, 2020 meeting.

Title:	Ordinance No. 1078: An Ordinance of the Waseca City Council Amending Chapter 154 of the Code of Ordinances.		
Meeting Date:	July 21, 2020	Agenda Item Number:	7B
Action:	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Ordinance No. 1078 PC Memo
Originating Department:	Community Development	Presented By:	Planning & Zoning Coordinator
Approved by City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to adopt Ordinance No. 1078, Amending Chapter 154 of the Waseca City Code of Ordinances		
How does this item pertain to Vision 2030 goals?	Good Governance		

BACKGROUND:

In January of 2016 the City adopted changes to the Code of Ordinances, Chapter 154: Zoning. In the last four years City Staff has identified items to be updated, as well as new code items to be added. These amendments have been selected and brought forth to provide clarity within the Ordinance, and to reduce the need for common variances.

The Planning Commission held a public hearing on the Text Amendment request on July 14, 2020. One public comment was received in support of the accessory structure size increase. Nine of eleven text amendment requests were supported by the Planning Commission, two items were tabled with further review requested from Staff. The Planning Commission voted 3-0 recommending approval to the City Council.

Due to the length of the Text Amendment changes, a summary will be published in the newspaper, with the complete text available at Waseca City Hall, 508 State St S, Waseca MN.

BUDGET IMPACT: None

POLICY QUESTION: The City Council has the authority to approve Text Amendments.

ALTERNATIVES CONSIDERED: None.

RECOMMENDATION: Motion to adopt Ordinance 1078; Approving Text Amendments to Chapter 154 of the Waseca City Code of Ordinances.

ORDINANCE NO. 1078

AN ORDINANCE AMENDING CHAPTER 154; ZONING

WHEREAS, Chapter 154 of the Waseca Code of Ordinances provides zoning provisions;

NOW, THEREFORE, the City of Waseca does hereby ordain that the amendments to Chapter 154 of the Waseca Code of Ordinances as shown here-in are hereby approved and modified. The modification only amends the specified codes, the remainder of the Ordinance shall remain as previously adopted.

SECTION 1. Chapter 154: Zoning of the Waseca Code of Ordinances is hereby amended as follows, underlined text is being added and ~~strikeout~~ text is being deleted:

§154.010 Enforcement and Penalty

(A) Enforcement. This chapter shall be enforced by the Zoning Administrator, or his/her designated agent, who is authorized to take any appropriate actions or proceedings against a violator as provided by State Statute, Waseca City Charter or Waseca City Ordinance. The activities may include, but not be limited to, the following:

1. Periodic inspection of buildings, structures or uses of land to determine compliance with the terms of this chapter;
2. Notification, in writing, of any person responsible for violating a provision of this chapter, indicating the nature of the violation and ordering the action necessary to correct it;
3. Order abatement of illegal use of land, buildings or structures; order removal of illegal buildings, structures, additions or alterations; order abatement of illegal work being done; or take any other action authorized by this chapter to insure compliance with or to prevent violation of its provisions, including cooperation with the City Attorney in the prosecution of complaints; and
4. Seek immediate enforcement, without prior written notice, whenever it is determined that an emergency exists in relation to the enforcement of a provision of this chapter which requires immediate action to protect the health, safety or welfare of occupants of any structure, or the public.

(B) Penalty. Any person who violates any provision of this chapter or fails to comply with a lawful written order issued pursuant to abatement or emergency abatement, shall be guilty of a misdemeanor, and upon conviction thereof, be fined not more than the maximum penalty for a misdemeanor prescribed under state law.

§ 154.011 General Provisions:

(D) Zoning classifications for newly annexed property. Any land annexed to the city in the future shall initially be placed in the R-1, Suburban Residential District, unless placed in another district by action of the City Council after recommendation of the Planning Commission. Existing agricultural land that has been annexed shall be allowed to continue agricultural uses as they exist on the date of annexation. Agricultural uses may not be expanded or intensified after the land has been annexed into city limits.

§ 154.015 R-1 Suburban Residential District

Table 4-6: Requirements for Detached Accessory Structures, R-1 District

	<i>One- or Two-Family Residential Use</i>	<i>Permitted Non-Residential Use</i>
Number of structures allowed	3	3
Size of first structure maximum	600 sf	1,000 sf
Size of other structures, maximum	120 sf	250 sf
<u>Maximum accessory structure square footage - all allowable accessory structures combined</u>	<u>1,100 sf</u>	<u>1,100 sf</u>
Lot coverage maximum	10 %	10 %
Height maximum - garage	20	20
Side wall height max - garage*	9	9
Height maximum - other	12	12
Minimum setbacks** Front Side Corner side Rear From principal structure	No closer than principal 5 No closer than principal 5 10 <u>6</u>	No closer than principal 5 No closer than principal 5 10 <u>6</u>

§ 154.016 R-2 Urban Residential District

Table 4-10: Requirement for Detached Accessory Structures, R-2 District

	<i>One- or Two-Family Residential Use</i>	<i>Multiple-Family Residential Use</i>	<i>Permitted Non- Residential Use</i>
Number of structures allowed	3	3	3
Size of first structure maximum	700 sf	300 sf / unit	1,000 sf
Size of other structures, max.-	120 sf	250 sf	250 sf
<u>Maximum accessory structure square footage - all allowable accessory structures combined</u>	<u>1,100 sf</u>	<u>1,100 sf</u>	<u>1,100 sf</u>
Lot coverage maximum	10 %	10 %	10 %
Height maximum - garage	20	20	20
Side wall height max -			
Garage*	9	9	9
Height maximum - other	12	12	12

Minimum setbacks	No closer than principal	No closer than principal	No closer than principal
Front	3	3	3
Side	No closer than principal	No closer than principal	No closer than principal
Corner side	3	3	3
Rear	10 <u>6</u>	10 <u>6</u>	10 <u>6</u>
From principal structure	5	5	5
From alley			

§ 154.134 Solar Energy Systems:

Solar energy conversion systems shall be allowed as an Accessory Use in any zoning district under these conditions:

(A) In residential zoning districts: ~~the device must be~~

1. Devices which are attached to a Principal or Accessory structure shall be constructed so as to appear integral to the structure. That is, flat against a wall, flat against a sloped roof or mounted at an angle on a flat roof. Solar devices on a flat roof must be set back so they are not visible from the public street. Solar equipment shall be consistent with the setback and height requirements of the principal or accessory structure on which they are located. Setbacks normally applied to Accessory structures do not apply.
2. Freestanding devices are allowed in residential zoning districts provided they do not exceed a 100 square foot footprint, do not exceed 12 feet in height, and are screened visually from adjacent properties by a fence or plantings not less than 75% opaque. Such devices shall conform to accessory structure setback requirements.

(B) In Commercial or Industrial zoning districts, solar devices may be mounted on a wall, a roof or on the ground. Setbacks normally applied to Accessory structures apply.

§154.144 Electric Vehicle Charging Stations

§154.144 ELECTRIC VEHICLE CHARGING STATIONS

(A) General

1. Private (restricted access) EV charging stations are permitted as accessory uses in all zoning districts.
2. Public EV charging stations are permitted as accessory uses to allowed nonresidential uses in all zoning districts.

(B) Parking

1. Electric vehicle charging stations may be counted toward satisfying minimum off-street parking space requirements.

2. Public electric vehicle charging stations must be reserved for parking and charging electric vehicles only. Electric vehicles may be parked in any space designated for public parking, subject to the restrictions that apply to any other vehicle.
- (C) Equipment. Vehicle charging equipment must be designed and located so as to not impede pedestrian, bicycle or wheelchair movement or create safety hazards on sidewalks.
- (D) Usage Fees. Property owners are not restricted from collecting a service fee for the use of an electric vehicle charging station.
- (E) Signage
1. Information must be posted identifying voltage and amperage levels and any type of use, fees, or safety information related to the electric vehicle charging station.
 2. Public electric vehicle charging stations must be posted with signage indicating that the space is reserved for electric vehicle charging purposes only. For purposes of this provision, "charging" means that an electric vehicle is parked at an electric vehicle charging station and is connected to the battery charging station equipment.
- (F) Maintenance. Electric vehicle charging stations must be maintained in all respects, including the functioning of the equipment. A phone number or other contact information must be provided on the equipment for reporting when it is not functioning, or other problems are encountered.

§ 154.150 (B) (1) (a):

§154.150 (B) (1) (a) The exterior materials, and color ~~and roof pitch~~ of each accessory building shall be consistent with the principal building.

§ 154.202 Definitions:

IMPERVIOUS SURFACE. The area of a lot occupied by a constructed hard surface that either prevents or retards the entry of water into the soil and causes water to run off the surface in greater quantities and at an increased rate of flow than prior to development. Examples include but are not limited to decks with one-fourth (1/4) inch spacing or less; decks with a surface underneath that is impervious; concrete patios; bituminous patios; landscaping rocks over plastic liners; courts (sport and tennis); sand boxes with liners; roofs; structures; paved driveways and other driveway surfaces (crushed bituminous, concrete, gravel, other rock, packed dirt, and the like); landscape beds with linings; and concrete sidewalks. Exceptions include the following topics: wood decks with one-fourth (1/4) inch spacing or more with pervious material underneath the deck; ~~driveway and sidewalks constructed of pavers provided proof of proper installation is provided;~~ wood chip sidewalks; and retaining walls.

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

ADOPTED this 21st day of July 2020.

ATTEST:

R. D. SRP
MAYOR

MIKE ANDERSON
ASSISTANT TO THE CITY MANAGER

Introduced: July 14, 2020
Adopted: July 21, 2020
Published: July 30, 2020
Effective: July 30, 2020

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

TO: Daren Arndt, Chair
Waseca Planning Commission

FROM: Bill Green
Planning and Zoning Coordinator

MEETING DATE: July 14, 2020

SUBJECT: Public Hearing-Action No. 20-03 – Zoning Text Amendments

ATTACHMENTS: Existing zoning code sections to be amended

REQUEST

Waseca Staff request that the Planning Commission consider the proposed Zoning Ordinance amendments. These amendments have been selected and brought forth to provide clarity within the Ordinance and reduce the need for common variances.

PROPOSED AMENDMENT #2

§154.202 DEFINITIONS

IMPERVIOUS SURFACE. The area of a lot occupied by a constructed hard surface that either prevents or retards the entry of water into the soil and causes water to run off the surface in greater quantities and at an increased rate of flow than prior to development. Examples include but are not limited to decks with one-fourth (1/4) inch spacing or less; decks with a surface underneath that is impervious; concrete patios; bituminous patios; landscaping rocks over plastic liners; courts (sport and tennis); sand boxes with liners; roofs; structures; paved driveways and other driveway surfaces (crushed bituminous, concrete, gravel, other rock, packed dirt, and the like); landscape beds with linings; and concrete sidewalks. Exceptions include the following topics: wood decks with one-fourth (1/4) inch spacing or more with pervious material underneath the deck; ~~driveway and sidewalks constructed of pavers provided proof of proper installation is provided~~; wood chip sidewalks; and retaining walls.

Reasoning

The DNR has informed the City of Waseca that it considers pervious pavers impervious surface coverage. The proposed amendment brings the zoning code definition into conformance with that DNR decision.

PROPOSED AMENDMENT #3 & #4

§154.015 R-1 Suburban Residential District

Table 4-6: Requirements for Detached Accessory Structures, R-1 District

	<i>One- or Two-Family Residential Use</i>	<i>Permitted Non-Residential Use</i>
Number of structures allowed	3	3
Size of first structure maximum	600-sf	1,000-sf
Size of other structures, maximum	120-sf	250-sf
<u>Maximum accessory structure square footage - all allowable accessory structures combined</u>	<u>1,100 sf</u>	<u>1,100 sf</u>
Lot coverage maximum	10 %	10 %
Height maximum - garage	20	20
Side wall height max - garage*	9	9
Height maximum - other	12	12
Minimum setbacks** Front Side Corner side Rear From principal structure	No closer than principal 5 No closer than principal 5 10 6	No closer than principal 5 No closer than principal 5 10 6

§154.016 R-2 Urban Residential District

Table 4-10: Requirements for Detached Accessory Structures, R-2 District

	<i>One- or Two-Family Residential Use</i>	<i>Multiple-Family Residential Use</i>	<i>Permitted Non-Residential Use</i>
Number of structures allowed	3	3	3
Size of first structure maximum	700-sf	300-sf /unit	1,000-sf
Size of other structures, max.-	120-sf	250-sf	250-sf
<u>Maximum accessory structure square footage - all allowable accessory structures combined</u>	<u>1,100 sf</u>	<u>1,100 sf</u>	<u>1,100 sf</u>
Lot coverage maximum	10 %	10 %	10 %
Height maximum - garage	20	20	20
Side wall height max -			
Garage*	9	9	9
Height maximum - other	12	12	12

Minimum setbacks	No closer than principal	No closer than principal	No closer than principal
Front	3	3	3
Side	No closer than principal	No closer than principal	No closer than principal
Corner side	3	3	3
Rear	3	3	3
From principal structure	10 6	10 6	10 6
From alley	5	5	5

Reasoning

Many of the accessory structure variance requests that the City receives involve a request for flexibility in accessory structure sizes in the R-1 and R-2 Districts. The current Ordinance requirement that dictates the size of each allowable accessory structure is overly restrictive. Property owners should be allowed to determine whether they would like to have one larger accessory structure, comprised of the full allowable square footage, or two or three smaller accessory structures, with the allowable square footage split between them, without requesting a variance. Relaxing this regulation to allow property owners to determine how they would like to allocate their square footage, while still being limited by a total maximum, will reduce variance requests and maintain the intent of the Ordinance. The proposed amendment would remove specific sizes for each accessory structure, and add an overall maximum allowable square footage requirement.

Another proposed change to these tables is to reduce the setback requirement between principal and accessory structures in the R-1 & R-2 Districts from 10 feet to 6 feet. Building code states that 5 feet is adequate for fire separation. A six-foot setback is consistent with surrounding communities as it allows for on-site discrepancies. It is staff's opinion that the 10-foot setback requirement is overly restrictive.

PROPOSED AMENDMENT #5

§154.150 (B) (1) (a) The exterior materials, and color ~~and roof pitch~~ of each accessory building shall be consistent with the principal building.

Reasoning

The current Ordinance requirement that residential accessory structures have a roof pitch to match the principal structure is overly restrictive. The pitch of the roof on principal structures does not always make sense to apply to a smaller accessory structure. The standard across other cities is to require that accessory structures match the principal in terms of color and building materials but does not require roofs to be consistent. The pitch of the roof does not have a negative impact on the aesthetics. The proposed amendment would remove the requirement that accessory structure roof pitch match the principal structure roof pitch.

PROPOSED AMENDMENT #6

§ 154.134 SOLAR ENERGY SYSTEMS.

Solar energy conversion systems shall be allowed as an Accessory Use in any zoning district under these conditions:

(A) In residential zoning districts: ~~the device must be~~

1. Devices which are attached to a Principal or Accessory structure shall be constructed so as to appear integral to the structure. That is, flat against a wall, flat against a sloped roof or mounted at an angle on a flat roof. Solar devices on a flat roof must be set back so they are not visible from the public street. Solar equipment shall be consistent with the setback and height requirements of the principal or accessory structure on which they are located. ~~Setbacks normally applied to Accessory structures do not apply.~~
2. Freestanding devices are allowed in residential zoning districts provided they do not exceed a 100 square foot footprint, do not exceed 12 feet in height, and are screened visually from adjacent properties by a fence or plantings not less than 75% opaque. Such devices shall conform to accessory structure setback requirements.

(B) In Commercial or Industrial zoning districts, solar devices may be mounted on a wall, a roof or on the ground. Setbacks normally applied to Accessory structures apply.

Reasoning

Ground mounted solar equipment is now available on a residential scale. The City should not prohibit this, should property owners want to invest in this technology. The proposed edits clarify and add regulations for both building mounted and ground mounted residential solar equipment. Separating the regulations out into #1 and #2 clarifies which setbacks apply to which type of device.

PROPOSED AMENDMENT #7

§154.011 GENERAL PROVISIONS

(D) Zoning classifications for newly annexed property. Any land annexed to the city in the future shall initially be placed in the R-1, Suburban Residential District, unless placed in another district by action of the City Council after recommendation of the Planning Commission.

Existing agricultural land that has been annexed shall be allowed to continue agricultural uses as they exist on the date of annexation. Agricultural uses may not be expanded or intensified after the land has been annexed into city limits.

Reasoning

Agricultural uses are not an allowable land use within City limits. In some annexation circumstances, the property owner petitions for annexation, but does not intend to develop all or some of the parcel right away. Much of the land that could potentially be annexed (currently borders city limits) is existing agricultural land. Under the current Ordinance, if a parcel is annexed, all farming activities would then be prohibited on the date of annexation. In order to simplify the annexation process, staff recommends adopting the proposed amendment. This would only apply to land that was already being farmed when it was annexed. There would be virtually no impact, as the use could not be intensified; the existing agricultural use could be continued in the period between annexation, until the time that the land is developed.

PROPOSED AMENDMENT #10

§154.010 ENFORCEMENT AND PENALTY.

(A) Enforcement. This chapter shall be enforced by the Zoning Administrator, or his/her designated agent, who is authorized to take any appropriate actions or proceedings against a violator as provided by State Statute, Waseca City Charter or Waseca City Ordinance. The activities may include, but not be limited to, the following:

1. Periodic inspection of buildings, structures or uses of land to determine compliance with the terms of this chapter;
2. Notification, in writing, of any person responsible for violating a provision of this chapter, indicating the nature of the violation and ordering the action necessary to correct it;
3. Order abatement of illegal use of land, buildings or structures; order removal of illegal buildings, structures, additions or alterations; order abatement of illegal work being done; or take any other action authorized by this chapter to insure compliance with or to prevent violation of its provisions, including cooperation with the City Attorney in the prosecution of complaints; and
4. Seek immediate enforcement, without prior written notice, whenever it is determined that an emergency exists in relation to the enforcement of a provision of this chapter which requires immediate action to protect the health, safety or welfare of occupants of any structure, or the public.

(B) Penalty. Any person who violates any provision of this chapter or fails to comply with a lawful written order issued pursuant to abatement or emergency abatement, shall be guilty of a misdemeanor, and upon conviction thereof, be fined not more than the maximum penalty for a misdemeanor prescribed under state law.

Reasoning

The City of Waseca Zoning Code of Ordinances (Chapter 154) was reviewed in 2013 – 2015 for changes and updates. The updated Code was adopted January of 2016. At that time the Enforcement and Penalty section was omitted for further review. Currently the City is using MN State Statute for its process. The City Attorney recommends adding an Enforcement & Penalty section to the Waseca code as soon as we are able. Surrounding area cities and the League of Minnesota Cities were researched, and the section above reflects the standard language. City Staff along with our consultant and the City Attorney recommend adoption of section 154.010 as shown above.

PROPOSED AMENDMENT #11

§154.144 ELECTRIC VEHICLE CHARGING STATIONS

(A) General

1. Private (restricted access) EV charging stations are permitted as accessory uses in all zoning districts.

2. Public EV charging stations are permitted as accessory uses to allowed nonresidential uses in all zoning districts.

(B) Parking

1. Electric vehicle charging stations may be counted toward satisfying minimum off-street parking space requirements.
2. Public electric vehicle charging stations must be reserved for parking and charging electric vehicles only. Electric vehicles may be parked in any space designated for public parking, subject to the restrictions that apply to any other vehicle.

(C) Equipment. Vehicle charging equipment must be designed and located so as to not impede pedestrian, bicycle or wheelchair movement or create safety hazards on sidewalks.

(D) Usage Fees. Property owners are not restricted from collecting a service fee for the use of an electric vehicle charging station.

(E) Signage

1. Information must be posted identifying voltage and amperage levels and any type of use, fees, or safety information related to the electric vehicle charging station.
2. Public electric vehicle charging stations must be posted with signage indicating that the space is reserved for electric vehicle charging purposes only. For purposes of this provision, "charging" means that an electric vehicle is parked at an electric vehicle charging station and is connected to the battery charging station equipment.

(F) Maintenance. Electric vehicle charging stations must be maintained in all respects, including the functioning of the equipment. A phone number or other contact information must be provided on the equipment for reporting when it is not functioning, or other problems are encountered.

Reasoning

The adoption of an Electric Vehicle (EV) ordinance is timely as the City of Waseca is in the process of installing a Public EV Charging Station, to be located on City property near the high school, shopping, and motels. SMMPA (Southern Minnesota Municipal Power Agency) recommends cities adopt an EV ordinance.

REQUESTED ACTION

Hold a public hearing on the proposed Zoning Ordinance amendments and take action on a recommendation to be forwarded to the City Council for consideration at their July 21, 2020 meeting.

Title:	Resolution No. 20-31 Approving a Variance to Allow a Lot Combination through a Minor Subdivision and an Accessory Structure to be Built at a Lower Elevation than Required by Code, Located at 410 24 th Ave NE		
Meeting Date:	July 21, 2020	Agenda Item Number:	7C
Action:	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	PC Memo Resolution
Originating Department:	Community Development	Presented By:	CD Intern
Approved by City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to adopt Resolution No. 20-31, A Resolution of the Waseca City Council Approving a Variance to Allow a Lot Combination through a Minor Subdivision and an Accessory Structure to be Built at a Lower Elevation than Required by Code, Located at 410 24 th Ave NE		
How does this item pertain to Vision 2030 goals?	Supporting this variance promotes Good Governance.		

BACKGROUND: Jeremy and Michele Parpart, owners of the properties, are requesting to combine the three parcels through a Minor Subdivision process with variances so they can build an accessory structure for storage on lot 15 with a floor elevation lower than required by City Code.

The Variances are from Section 151.100 (E) (2) to allow combination of three lots by a Minor Subdivision, which will have 6 sides after combination; and from Section 151.052 (I) to allow a garage to be built at a minimum elevation of 10 inches above the top-of-curb elevation, as measured from the top-of-curb at the high side of the driveway to the garage floor. Approving of the variances is reasonable due to the physical condition of the lots.

The proposed combined lot will meet the minimum required standards for area, width, and depth of a new lot in the R-2 District.

The Planning Commission held a public hearing on the Variance request on July 14, 2020. There was lengthy discussion regarding water runoff and property values. The Planning Commission voted 3-0 recommending approval to the City Council.

BUDGET IMPACT: None

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

ALTERNATIVES CONSIDERED:

RECOMMENDATION: Motion to adopt Resolution No. 20-31, A Resolution of the Waseca City Council Approving a Variance to Allow a Lot Combination through a Minor Subdivision and an Accessory Structure to be Built at a Lower Elevation than Required by Code, Located at 410 24th Ave NE

PLANNING DEPARTMENT

MEMORANDUM

TO: Daren Arndt, Chair
Waseca Planning Commission

FROM: Bill Green
Planning & Zoning Coordinator
Conner Jakes
Community Development Intern

MEETING DATE: July 14, 2020

SUBJECT: Public Hearing - Action No. 20-05 VAR – Variance: Parpart Subdivision
Lot Combination (Lots 29, 15, and Outlot E) and Lower Minimum
Garage Floor Elevation

ATTACHMENTS: Application
Site Location Map
Survey
Site Plan
Site Photos

APPLICANT

Jeremy and Michele Parpart, owners of the property. A complete application was received June 12, 2020. Final action, which is required within 60 days of the complete application date, must be taken by August 11, 2020.

REQUEST

The applicant is requesting a variance to allow the combining of three lots through a Minor Subdivision and a variance to lower the required garage floor minimum elevation from 18 inches to 10 inches as measured from the top-of-curb at the high side of the driveway to the garage floor.

LOCATION

The properties are Lots 15, 29, and Outlot E; Parkridge Estates, in Waseca, MN and are described as:

**Lot 15, Block 1, PARKRIDGE ESTATES, as the same is platted and recorded in the office of
the Waseca County Recorder, Waseca County, Minnesota**

AND

**Lot 29, Block 1, PARKRIDGE ESTATES, as the same is platted and recorded in the office of
the Waseca County Recorder, Waseca County, Minnesota**

AND

**Outlot E, PARKRIDGE ESTATES, as the same is platted and recorded in the office of
the Waseca County Recorder, Waseca County, Minnesota**

CURRENT LAND USE

The site consists of three parcels. Lot 29 currently is developed with a single family dwelling and one accessory structure, Outlot E is unbuildable as it is a designated wetland, and Lot 15 is undeveloped.

PROPOSED LAND USE

Upon combination of the three parcels, the proposed use is for one 26x38 accessory structure to be built on Lot 15. This is a permitted use in the R-2 District.

ZONING

The parcel is currently zoned R-2, Urban Residential District. No change in zoning is requested. Adjacent properties in all directions are R-2, Urban Residential.

ENVIRONMENTAL

The City of Waseca Engineering Department has reviewed the proposed plan and has approved the height variance. There are no environmental issues.

CODE OF ORDINANCES

Section 151.100 (E) (2), Minor Subdivisions:

(E) (2) each lot shall have no fewer than four sides and no more than five sides.

Section 151.052 (I) Grading and Drainage Plans:

(I) Garage floors. Minimum elevation: 1½ feet above the top-of-curb elevation, as measured from the top-of-curb at the high side of the driveway to the garage floor.

PUBLIC UTILITIES

The site is currently served by public utilities. No new public utilities are proposed or required for this action. The existing sewer and water service to lot 15 shall be terminated per city code and standards.

REVIEW

On June 12, 2020, the City of Waseca received a completed application for a Minor Subdivision with Variances for the properties described as Lots 29, 15, and Outlot E, Parkridge Estates.

Jeremy and Michele Parpart, owners of the properties, are requesting to combine the three parcels through a Minor Subdivision process with variances so they can build an accessory structure for storage on lot 15 with a floor elevation lower than required by City Code.

The Variances are from Section 151.100 (E) (2) to allow combination of three lots by a Minor Subdivision, which will have 6 sides after combination; and from Section 151.052 (I) to allow a garage to be built at a minimum elevation of 10 inches above the top-of-curb elevation, as measured from the top-of-curb at the high side of the driveway to the garage floor. Approving of the variances is reasonable due to the physical condition of the lots and grading plan.

The proposed combined lot will meet the minimum required standards for area, width, and depth of a new lot in the R-2 District.

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 Variances, if granted, will not alter the essential character of the locality.

RECOMMENDATION

Staff recommends approval of the Variances to allow the combination of three lots by a Minor Subdivision, for the properties described as Lot 29, Lot 15, Outlot E, Parkridge Estates, and for the minimum elevation to be 10 inches measured from the top-of-curb to the high side of the top of garage floor subject to the following conditions:

1. The properties shall be developed according to the approved survey plan, which shall be attached as Exhibit A to the approving resolution.
2. A grading and surface water drainage plan shall be submitted to the Waseca City Engineering Department for review and approval before a building permit will be issued for the proposed accessory structures.
3. For lot 15, the water service shall be disconnected at the water main or a Woodward Y-2 anti-siphon yard hydrant shall be installed on the existing water service per city standards. All costs are responsibility of the applicant.
4. For lot 15, the applicant is responsible for capping the sewer service line. The line is required to be opened at the property line and televised to determine the condition. City of Waseca engineering staff is to be present to view the televised sewer pipe and determine if the line is required to be capped at the main, or if it can be capped at the property line. All costs are responsibility of the applicant.
5. All costs associated with the lot reconfiguration shall be paid by the property owner.
6. The property shall not be subdivided at any time in the future without prior written approval by the City of Waseca.
7. All development on the property shall comply with the Waseca Code of Ordinances and State and Local Building codes.

REQUESTED ACTION

Hold a public hearing on the Variance request and take action on a recommendation to be forwarded to the City Council for consideration at their July 21, 2020 meeting.



6/12/20
pd.
mm

APPLICATION FOR VARIANCE

From Provisions of the Zoning Ordinance

FEES

Application fee payable to City of Waseca (*non-refundable*)

Homestead fee:	\$ 300.00 ✓
Other Residential:	\$ 520.00
Public/Semi-Public	\$ 400.00
Commercial/Industrial	\$ 520.00
Mixed Use Overlay District -	
Certificate of Design Compliance	\$ 100.00
Recording Fee payable to Waseca County Recorder	\$ 46.00 ✓

Jeremy + Michele Parpart
Name of Applicant

E-mail Address

410 24th Ave NE Waseca, MN 56093
Address of Owner:

Phone Number

2403 6th St NE + Parkridge Estates Outlot E + 410 24th Ave NE
Street Address of Property Involved

Legal Description of Property Involved See Attached

Present Use Residential

Proposed Use Residential

Present Zoning R-2

Section of the Zoning Ordinance from which Variance is being requested

151.106 (E) (2)
151.052 (I)

What is the Code requirement from which the Variance is requested?

- More than 5 sides.
- Minimum 18" curb to top of garage floor.

State exactly what is intended to be done on or with the property which does not conform to existing regulations

- Lot combination will have 6 sides.
- Garage floor minimum 10" height.

JUN 11 2020

Please answer each question in detail to establish why a variance is necessary:

Explain in detail what undue hardship would result, or what exceptional difficulty would result, if a variance is not granted.

We moved from our previous residence in Waseca to this location as our other lot was not large enough to build on. We purchased all three lots in hopes to be able to build a storage/garage unit. The primary residence does not have this capability or have an area to build. Outlot E is non-buildable. Without the variance we would be unable to build on 2403 6th St NE. Simply looking to build for OUR personal storage.

What are your alternatives to a variance? Please list and explain up to two alternatives comparing each to your request

Alternative 1: Having to relocate our personal items to multiple different storage facilities based on size/season. Potentially have to look at relocating to another residence with the capabilities needed.

Alternative 2: Delineate Outlot E to make it a buildable lot.
(cost associated w/process is unattainable)

What special conditions (shape of lot, exceptional topographic or other extraordinary conditions) apply to the structure or land in question that are peculiar to the property involved and do not apply generally to other land or structures in the district in which said land is located?

Outlot is in a wetland and cannot be built on. Grade/elevation of Lot 15.

What effect would the variance have on traffic; public parking; emergency fire, police, or ambulance access; surrounding property values; public health, safety, and welfare in general; or the interest of the Zoning Ordinance and Comprehensive Plan?

None

Applications must be accompanied with a map or sketch illustrating the dimensions of the property and the location of existing and propose structures.

Acknowledgement and Signature: The undersigned hereby represents upon all of the penalties of law, for the purpose of inducing the City of Waseca to take the action herein requested, that all statements herein are true and that all work herein mentioned will be done in accordance with the ordinance of the City of Waseca and the laws of the State of Minnesota. The undersigned hereby consents that City of Waseca officials, employees, appointed commissioners and consultants hired by the City may enter the property to inspect the layout of structures, proposed placement of planned structures and additions, and the property's site features and dimensions.


Signed

6-11-20
Date



APPLICATION FOR ADMINISTRATIVE (MINOR) SUBDIVISION

Application fee:
(payable to "City of Waseca")

151.100 (D)
(waived)
\$100.00

1. Name of Owner: Jeremy + Michele Parpart
(first) (middle) (last)
2. Address of Owner: 416 24th Ave NE Waseca, MN 56093 Phone Number: _____
3. Street Address of Property Involved: 2403 6th St NE, Parkridge Estates Outlet E + 416 24th Ave NE Waseca, MN 56093
4. Legal Description of Property Involved: See Attached
5. Present Use: Residential 6. Proposed Use: Residential
7. Present Zoning District: R-2
8. Surveyor's Name and Address: SCOTT TUCHTENHAGEN 415 W. NORTH ST OWATONNA MN
9. Surveyor's Phone Number: 451-4598
10. Engineer's Name and Address _____ 10. Engineers Phone Number: _____

SUBDIVISION INFORMATION:

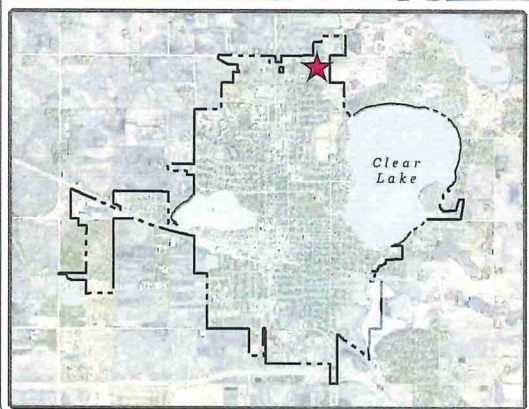
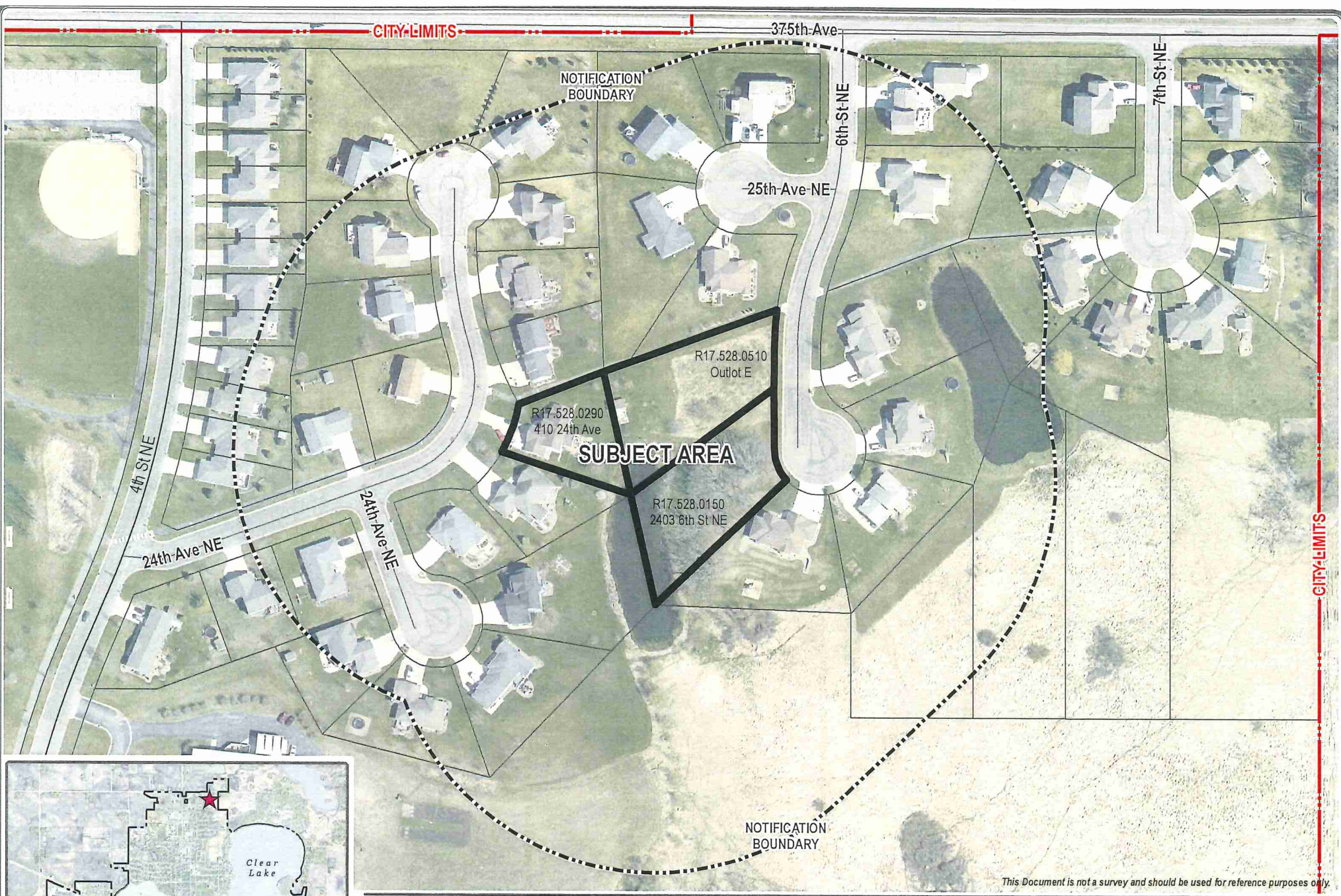
11. Subdivision Name: PARK RIDGE ESTATES
12. Quarter/Quarter N 1/2 SW 1/4 Section 5-107-22 County WASECA PID No. 17-528-0290
17-528-0510
17-528-0150
13. Number of Lots 2 LOTS + 1 OUTLOT
14. Acreage of Development 1.62

15. Acknowledgement and Signature: The undersigned hereby represents upon all of the penalties of law, for the purpose of inducing the City of Waseca to take the action herein requested, that all statements herein are true and that all work herein mentioned will be done in accordance with the ordinance of the City of Waseca and the laws of the State of Minnesota. The undersigned hereby consents that City of Waseca officials, employees, appointed commissioners and consultants hired by the City may enter the property to inspect the layout of structures, proposed placement of planned structures and additions, and the property's site features and dimensions.

[Signature]
Signed

6-11-20
Date

JUN 12 2020



This Document is not a survey and should be used for reference purposes only.

Jeremy & Michele Parpart
410 24th Ave NE - Waseca, MN 56093
Minor Subdivision & Variance

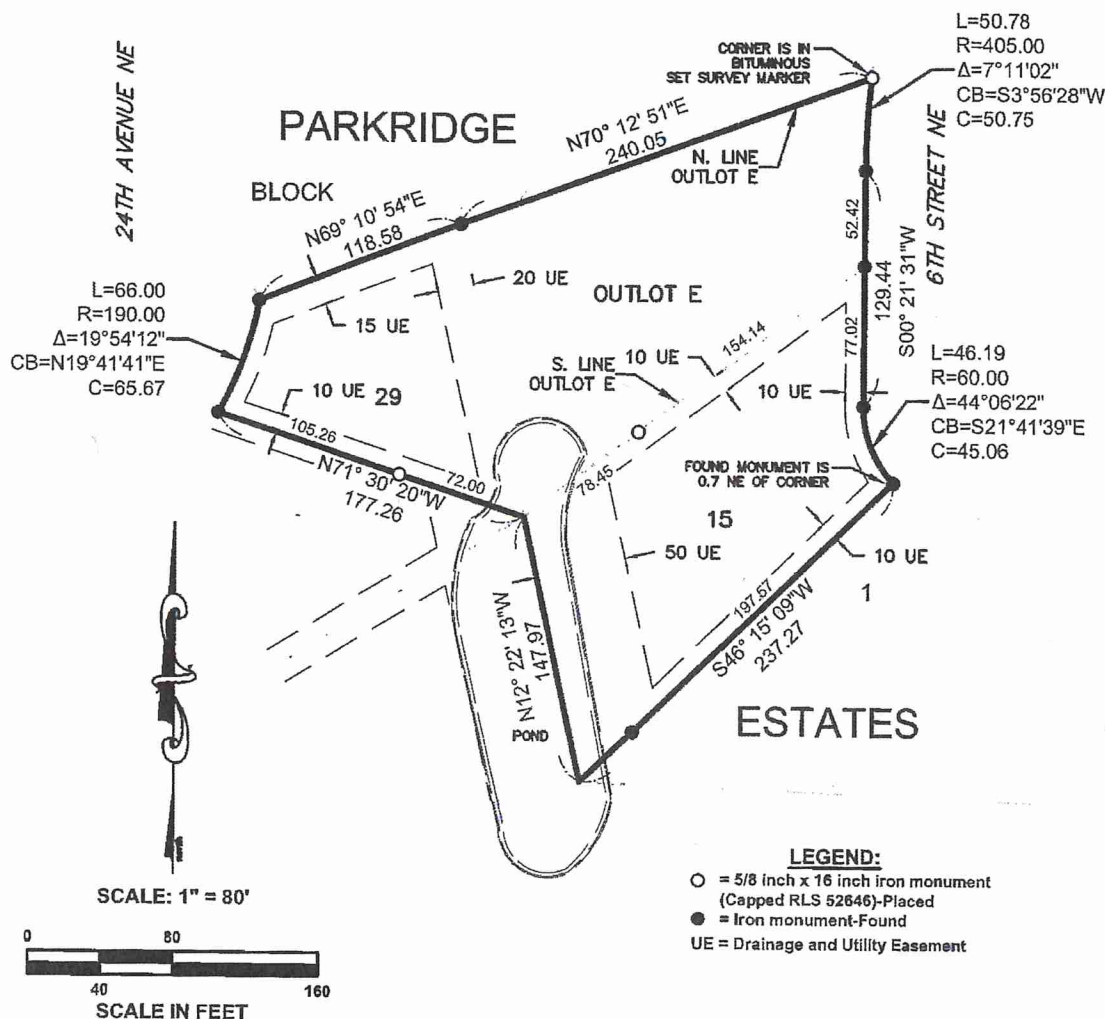
LOTS: R17.528.0290 (Parkridge Estates - Lot 29, Block 1), R17.528.0510 (Parkridge Estates - Outlot E), & R17.528.0150 (Parkridge Estates - Lot 15, Block 1)

- Legend**
- Notification Area
 - Subject Parcel
 - Parcels



CERTIFICATE OF SURVEY

LOTS 15 AND 29 BLOCK 1, AND OUTLOT E
PARKRIDGE ESTATES, WASECA COUNTY, MINNESOTA



LEGAL DESCRIPTIONS

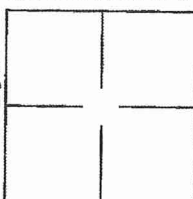
LEGAL DESCRIPTION OF RECORD
Lot 15, Block 1, PARKRIDGE ESTATES
AND
Lot 29, Block 1, PARKRIDGE ESTATES
AND
Outlot E, PARKRIDGE ESTATES

PREPARED LEGAL DESCRIPTION

Lots 15 and 29, Block 1, and Outlot E, PARKRIDGE ESTATES, as the same is platted and recorded in the office of the Waseca County Recorder, Waseca County, Minnesota

FOR: JEREMY PARPART

LOCATION MAP



Scale: 1" = 4000'

Date: 6/11/2020
Drawn by: JHS5
Field Book:-
Coord-System: MNDOT CO. NAD83 (11)
Job No: 20-1100
Revised date: 06/16/2020
Survey: SAT
Page 1 of 1
File: 2101

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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
Date: 6/16/2020

L.S. No. 52646



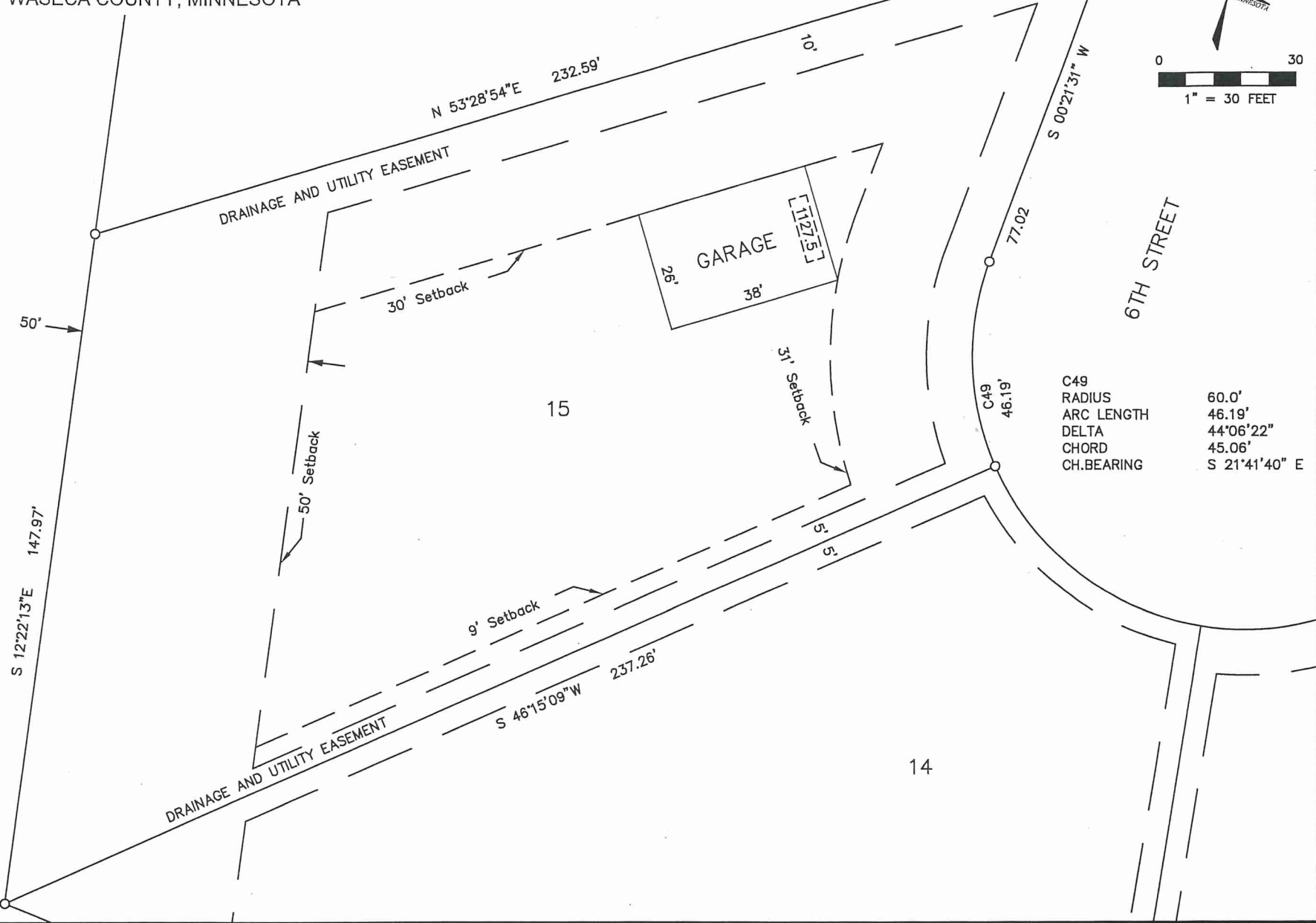
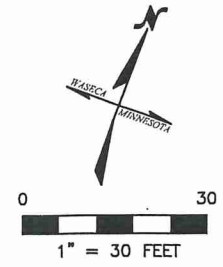
**JONES
HAUGH
SMITH**
Engineers + Surveyors

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

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

PROPERTY DESCRIPTION
 LOT 15, BLOCK 1, PARKRIDGE ESTATES
 WASECA COUNTY, MINNESOTA

OUTLOT E (WETLAND)





410 24th Ave NE



Outlot E



Lot 15 – Proposed Accessory Structure Site



Neighboring properties to the Southeast of Outlot E and Lot 15



Neighboring properties to the North of Outlot E



Neighboring properties to the Northeast of Outlot E

RESOLUTION NO. 20-31

**A RESOLUTION OF THE WASECA CITY COUNCIL
GRANTING A VARIANCE TO ALLOW A MINOR SUBDIVISION LOT
COMBINATION AND LOWER GARAGE FLOOR ELEVATION
FOR THE PROPERTY LOCATED AT 410 24th Ave NE**

WHEREAS, application has been made to the City Council of the City of Waseca by Jeremy and Michele Parpart, owners of the properties, for approval of variances from the provisions of Chapter 151 of the Waseca City Code to allow the combination of three parcels into one parcel by a Minor Subdivision and lower minimum garage floor elevation. The property is located at 410 24th Ave NE and is described as:

**Lot 15, Block 1, PARKRIDGE ESTATES, as the same is platted and recorded in the office of
the Waseca County Recorder, Waseca County, Minnesota**

AND

**Lot 29, Block 1, PARKRIDGE ESTATES, as the same is platted and recorded in the office of
the Waseca County Recorder, Waseca County, Minnesota**

AND

**Outlot E, PARKRIDGE ESTATES, as the same is platted and recorded in the office of
the Waseca County Recorder, Waseca County, Minnesota**

And,

WHEREAS, the Waseca Planning Commission held a public hearing on the request at its July 14, 2020 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 151, Section 151.100 (E) (2): Each lot shall have no fewer than four sides and no more than five sides; Chapter 151, Section 151.052 (I): Garage floors. Minimum elevation: 1 ½ feet above the top-of-curb elevation, as measured from the top-of-curb at the high side of the driveway to the garage floor, is subject to the following conditions:

1. The property shall be developed according to the approved Survey plan and Site plan.
(Exhibit A)

2. A grading and surface water drainage plan shall be submitted to the City of Waseca Engineering Department for review and approval before a building permit will be issued for the proposed accessory structures.
3. For Lot 15, the water service shall be disconnected at the water main or a Woodward Y-2 anti-siphon yard hydrant shall be installed on the existing water service per city standards. All costs are responsibility of the applicant.
4. For Lot 15, the applicant is responsible for capping the sewer service line. The line is required to be opened at the property line and televised to determine the condition. City of Waseca engineering staff is to be present to view the televised sewer pipe and determine if the line is required to be capped at the main, or if it can be capped at the property line. All costs are responsibility of the applicant.
5. All costs associated with the lot reconfiguration shall be paid by the property owner.
6. The property shall not be subdivided at any time in the future without prior written approval by the City of Waseca.
7. All development on the property shall comply with the Waseca Code of Ordinances and State and Local Building codes.

Adopted this 21st day of July, 2020.

R.D. SRP
MAYOR

ATTEST:

MIKE ANDERSON
ASSISTANT TO THE CITY MANAGER

Exhibit A

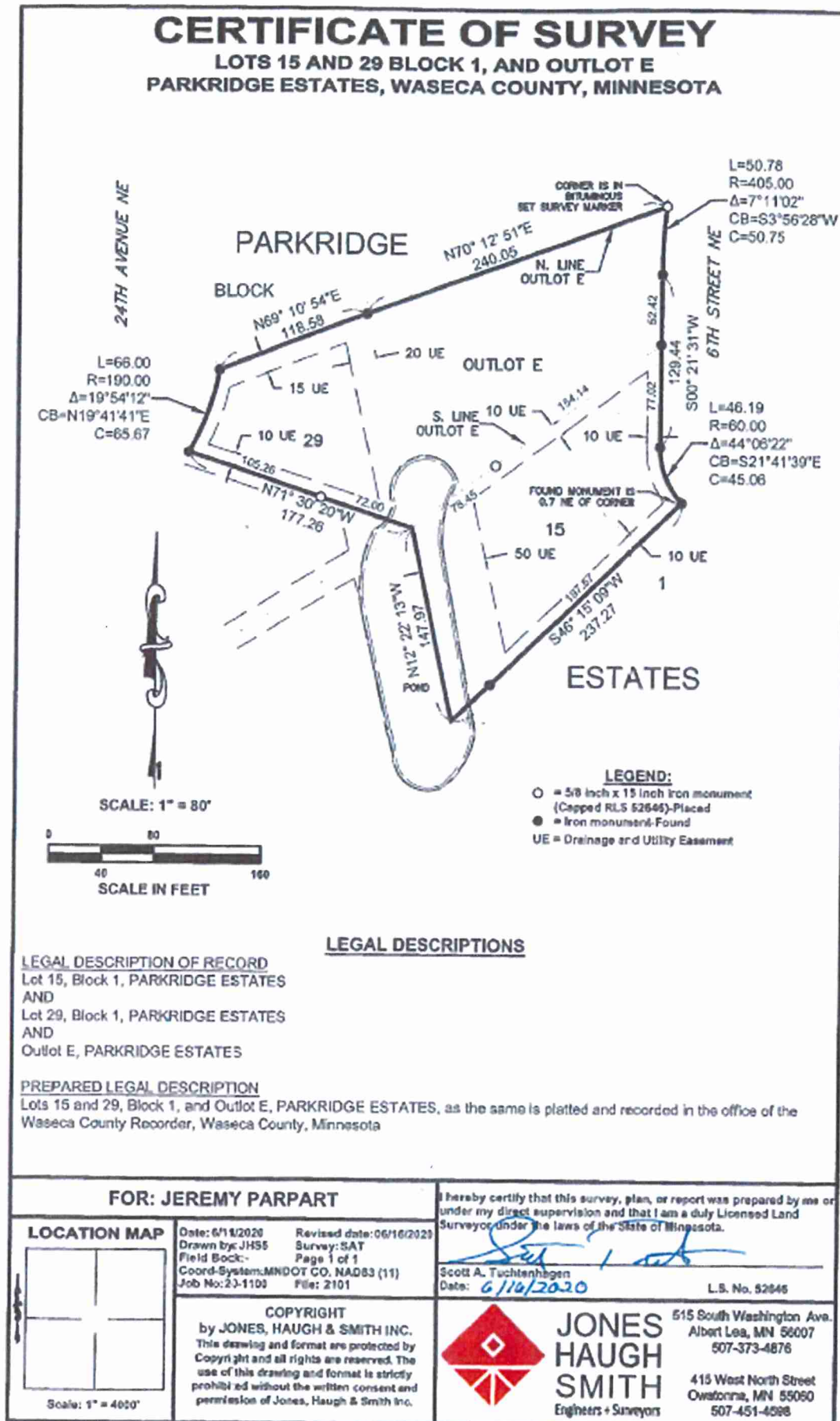
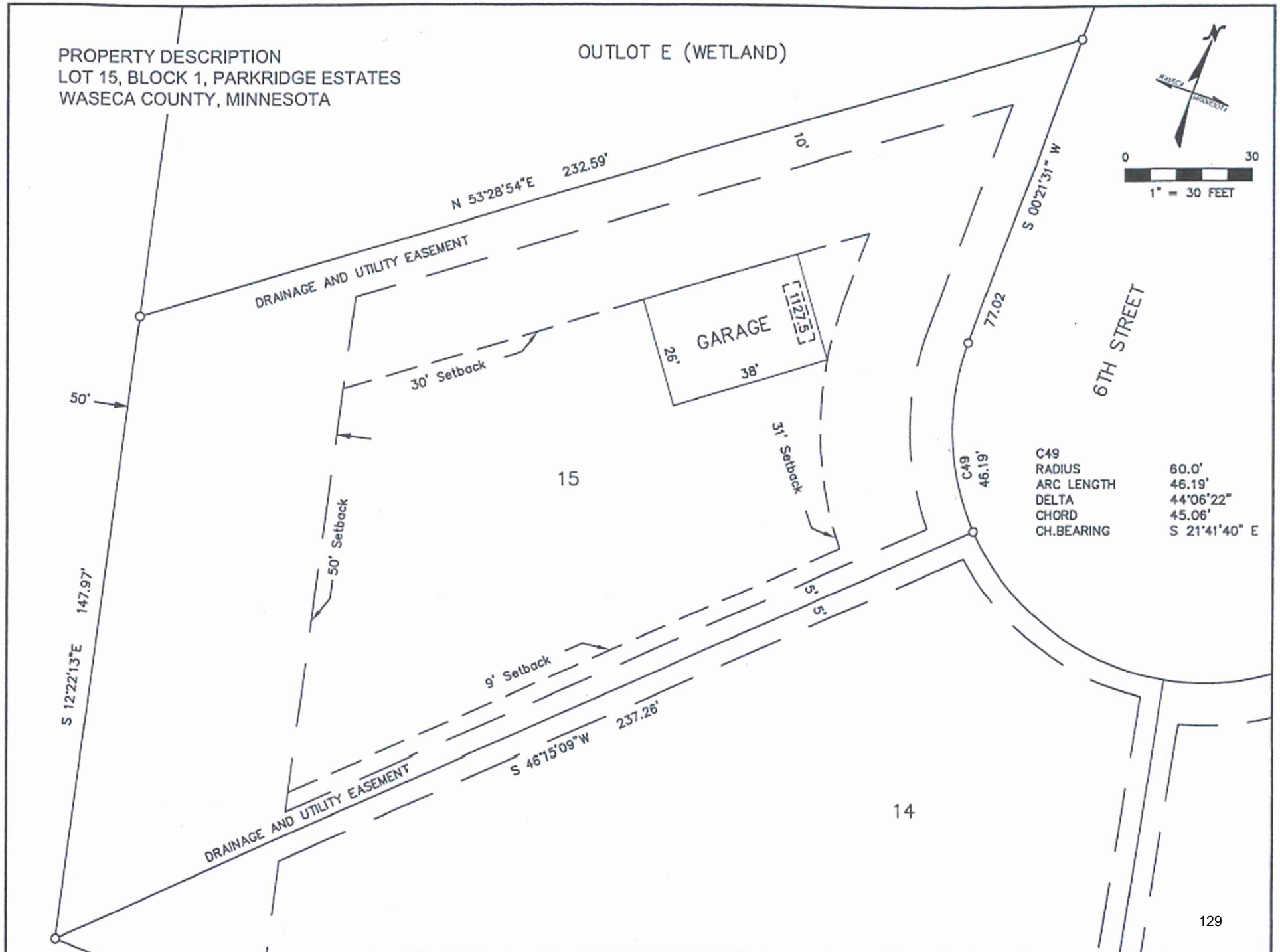


Exhibit A



Title:	COVID-19 Small Business and Non-Profit Relief Grant Funding		
Meeting Date:	July 21, 2020	Agenda Item Number:	7D
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Draft of COVID-19 Small Business and Non-Profit Relief Grant Application
Originating Department:	Finance	Presented By:	City Manager
Approved By City Manager: <input checked="" type="checkbox"/>			
How does this item pertain to Vision 2030 goals?	Maintaining High Quality Community Assets		

BACKGROUND: In March the Federal Government passed the CARES (Coronavirus Aid, Relief, and Economic Security) Act. Within the CARES Act there was money allocated to States to be distributed to government entities of populations 500,000 or less. On June 29th, the City of Waseca received its appropriation of \$680,097 in relief funds. Per the State guidelines the money must be used for expenses between March 1, 2020 and November 15, 2020.

The CARES Act has guidance of what is considered eligible expenses. We must be able to answer 3 questions:

- 1) Is it a necessary and due to COVID-19 expense?
- 2) Is it an unaccounted for expense (not budgeted or substantially different from its expected use)?
- 3) Was it incurred during the covered period (Mar. 1 – Nov. 15)?

From that guidance staff is itemizing programs and expenditures that would be eligible. Staff would like Council to consider and approve a COVID-19 Small Business and Non-Profit Relief Grant Fund and allocate \$300,000 towards this program.

The Covid-19 Small Business and Non-Profit Relief Grant Fund program would provide emergency assistance to small local businesses and non-profits in the City of Waseca that have been adversely impacted by the COVID-19 pandemic.

Staff is working with Waseca County and the Chamber of Commerce to be able to provide one grant program to Waseca businesses in an effort to maximize all available funding.

BUDGET IMPACT: The money received may have a positive impact to be able to offset unbudgeted expenses the City had due to COVID-19. For the Grant funding there is not budget impact.

RECOMMENDATION: Staff requests a motion to approve \$300,000 to be allocated to a COVID-19 Small Business and Non-Profit Relief Grant Fund from the CARES Act funding and to continue collaboration with the County and Chamber of Commerce.

Waseca County COVID-19 Small Business and Non-Profit Relief Grant Application Eligibility and Program Guidelines

Section 1 - Eligible Participant Criteria

To provide emergency assistance to small local businesses and non-profits in Waseca County adversely impacted by the COVID-19 pandemic, the Waseca County Small Business and Non-Profit Relief Fund will provide grants of up to \$15,000 to small businesses and non-profits most in need of support.

Eligible Organizations:

- For-profit corporation, partnership, LLC, or sole proprietor that can demonstrate their business was directly and adversely affected by COVID-19 economic impact. The impact must be equivalent to at least a 50% reduction in sales (Reduction shall be calculated off either the prior year 2019 annualized monthly sales, or current month to same month prior year sales.)
- Non-Profit or Not-for-Profit organizations that can demonstrate that their organization was directly or adversely affected by COVID-19 economic impact. The impact must be equivalent to at least a 25% reduction in contributions, support, subscriptions or revenues (reduction shall be calculated off either the prior year 2019 annualized monthly contributions, support, subscriptions or revenues, or March 2020 – May 2020 funding sources as compared to the same months in the previous year).
- Organizations must operate within Waseca County.
- Organizations with 25 or less employees, calculated on a Full Time Equivalent basis. For the purpose of this program, Full Time Equivalent will be equal to at least 32 hours per week. Sole proprietors are eligible, please see "terms of the funding" for more information.
- Organizations that have been in operation since March 1, 2020; Operating means showing some source of revenue as verified by financial statements or bank deposit records.
- Organizations must be active at the Secretary of State as of the time of application.
- Organizations able to demonstrate a direct and adverse effect by COVID-19 economic impact.

Ineligible Organizations:

- Organizations who have qualified for traditional bank financing sufficient to meet their needs.
- Organizations that do not meet the above criteria of "Eligible Organizations."
- Organizations that began operations after March 1, 2020.

Section 2 – Fund Priorities and Terms

Fund Priorities:

The fund will give priority to businesses forced to shut down normal operations due to Governor Walz's Executive Orders, including but not limited to:

- Sit-down restaurants
- Bars and pubs
- Salons and spas
- Fitness centers
- Small retail businesses
- Tourist-related small businesses
- Non-Profits and Not-For-Profits

Grant funds can be used for:

- Rent or mortgage payments
- Utilities payments
- Capital or operational costs/losses demonstrated as a direct result of the COVID-19 pandemic

Terms of the Funding:

Minimum and maximum funding levels are based on the number of full time equivalent (FTE) employees as of March 1, 2020. Full time for the purposes of this application will be any employee that works at least 32 hours per week. For those working less than 32, divide the number of hours by 32 to calculate FTE (i.e. 24 hours per week/32 = .75 FTE).

- Businesses and non-profits will receive \$1,000 per FTE with a minimum of \$3,000 and maximum of \$15,000. If FTE is not a whole number, funding will round up to the nearest \$1,000 (i.e. FTE of 3.3 will receive \$4,000). Sole proprietors with no employees will receive \$3,000.
- No origination fee will be charged.

Section 3 – Applicant Information

Legal Name of Business: _____

Business City: _____

Business State: _____

Business Zip: _____

First Name of person completing grant application: _____

Last Name of person completing grant application: _____

Title/Position of person completing grant application: _____

Phone Number: _____

Email Address: _____

Legal Structure:

- ☐ Corporation For-Profit
☐ Limited Liability Company (LLC)
☐ Partnership
☐ Cooperative
☐ Sole Proprietor
☐ Non-Profit
☐ Other: _____

Section 4 – Grant Request and Required Documentation

Grants are available up to \$15,000 based upon above criteria and evidence of unreimbursed business loss due to COVID-19.

Grant amount requested (\$) _____

Required Documentation:

- A signed and completed Grant Application Form.
- April 2020 monthly profit and loss statement or other report of revenue for the month to verify decrease was at least 50% over average monthly revenue as compared to 2019.
- Prepared 2019 financial statements or tax returns, if available. If not available, company prepared profit-and-loss statement (income and expense statement) and balance sheet for 2019 (or since the business start, if operating less than 12 months).
- March 1, 2020 Payroll Information verifying amount of employees and hours worked to verify number of FTE employees for loan amount determination.
- Entity documents including Articles of Organization, bylaws, or other means to verify the authorized signers.
- One-page explanation that describes in detail the direct and indirect ways that COVID-19 has impacted your revenue to-date, your projected revenue and/or how COVID-19 has directly increased costs for your organization.

Applicant must submit completed application and all attachments prior to grant committee review. Applications will not be reviewed until all information is submitted. The grant review committee reserves the right to reject any application.

Following approval, the applicant shall be notified of grant award amount and will be paid via check from Waseca County.

Please submit completed application and attachments to _____

Section 5 - Business Certification

Name of Authorized Business Representative: _____

Title of Authorized Business Representative: _____

Has the company, its board or its members authorized the business representative to make this application?

____ Yes ____ No (Check which applies)

Waseca County Review:

Applicant acknowledges that they are making application for a Grant, and that Waseca County may rely on the applicant's warranties and self-certification of eligibility in the approval process of a grant. Applicant certifies that only one application per business location was submitted. Waseca County, or its program administrators, reserves the right to verify whether duplicate applications were submitted, and to eliminate duplicate applications from consideration, in Waseca County's sole discretion. This information and the information provided on all accompanying documents is provided for the purpose of obtaining a grant for the Applicant. Applicant acknowledges that representations made in this application will be relied on by Waseca County in its decision to award such grant. Waseca County is authorized to make all inquiries it deems necessary to verify the accuracy of the information contained herein. The Applicant will promptly notify Waseca County of any subsequent changes which would affect the accuracy of this information and the information provided on all accompanying documents. The Applicant understands that it is a crime to make a false representation as to their or their company's financial ability for the purpose of securing a grant. The Applicant declares under penalty of perjury that all information provided herein and on accompanying documents is true in every detail and accurately represents the financial condition of the applicant and the Business on the date given below, and that the Applicant has authorization for the business to sign this form.

I hereby make application to the Waseca County Small Business and Non-Profit Relief Fund. I acknowledge that this involves public dollars and I certify that I am eligible, my application is true and accurate and that I understand Minnesota Data Practices laws apply to this application and any grant agreement I may sign under it.

Dated: _____

By: _____
(Printed Name)

By: _____
(Signature)