

**WORK SESSION – 6 P.M. RE: GROCERY STORE RECRUITMENT**

REGULAR WASECA CITY COUNCIL MEETING

TUESDAY, MARCH 16, 2021 7 p.m.

AGENDA

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

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

- 5 REQUESTS AND PRESENTATIONS  
State Representative Petersburg
- 6 CONSENT AGENDA
  - A. Minutes –Regular City Council Meeting & Work Session, March 2 & 11, 2021
  - B. Payroll & Expenditures
  - C. **Resolution 21-11:** MNDOT Agreement for Federal Participation in Construction Engineering – TH 13 Trail Improvements Project
  - D. RCCA: Approval of DNR Grant Submittal
- 7 ACTION AGENDA
  - A. **Resolution 21-05:** In Support of Local Government Aid
  - B. Gaiter Lake Update: Housing Study
- 8 REPORTS
  - A. City Manager’s Report
  - B. Commission Reports
- 9 ANNOUNCEMENTS
- 10 ADJOURNMENT

MINUTES  
REGULAR WASECA CITY COUNCIL MEETING  
TUESDAY, MARCH 2, 2021

6A

**CALL TO ORDER/ROLL CALL**

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

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

Councilmembers Absent: Allan Rose

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

Others Present: Chad Adams, SWMHP  
Joel Hollerich, SWMHP  
Gary Dobberstein, Resident

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

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

**APPROVAL OF AGENDA**

- 3 Jeremy Conrath asked to add item 6E to be moved to Action Agenda item 7C. Motion was made by Jeremy Conrath seconded by Mansfield to approve the agenda as amended. Motion carried 6-0.

**PUBLIC COMMENT**

- 4 None

**REQUESTS AND PRESENTATIONS**

- 5 None

**CONSENT AGENDA**

- 6 It was moved by Christiansen seconded by Ted Conrath, to approve the Consent Agenda as amended. The motion carried 6-0 and included:

- A. Minutes – Regular City Council Meeting & Work Session February 16, 2021
- B. Payroll & Expenditures
- C. Accepting Graham Johnson's Airport Board Application
- D. Accepting Greg Kaelberer & Mackenzie Hoy's EDA Application

## **ACTION AGENDA**

### **7 A. Public Hearing: Small Cities Development Program**

Joel Hollerich, Program and Lending Underwriter with the Southwest Minnesota Housing Partnership provided an overview of the SCDP application process and funding request of \$990,500.00. This will be leveraged with other funds from MN Housing and GMHF for a total of up to \$1,140,500.00.

The application is for a comprehensive application and will focus on owner-occupied rehab for approximately 12 households for up to \$25,000 per unit, commercial rehab for 8 businesses up to \$40,000 per unit and mixed-use rental housing rehab for 8 units for up to \$12,500 per unit. All projects will focus on areas of health and safety, energy efficiency, accessibility, and environmental hazards. Financing for owner occupied projects will involve 0% deferred loans that will be forgiven over a ten-year period. Financing for rental projects will consist of a 0% deferred loan which will be forgiven over 5 years, and commercial financing will consist of a 0% deferred loan forgivable over 5 years and a 2% loan with required monthly payments amortized over 10 years. The program guidelines will set a maximum funding for property owners. Target area locations were determined by city officials and identified areas with the most need for rehab funding.

As Program Lending Underwriter, Joel Hollerich will run the SCDP program and all matching funds including the application process, income verification and financing. He has 20+ yrs.in financial services experience. Shawn Nelson, Project Manager will do inspections and has been working with the SWMHP/SWBS for 7 years with 15+ yrs. previous experience in residential construction. Ali Joens, Director of Homeownership will make sure all Fair Housing requirements apply and has been working with residential lending with the SWMHP since 2001; and Barb Kirchner, Construction Services Manager will help with the implementation process including Labor Standards, Environmental and general SCDP questions. Barb has been working with the SCDP program for over 20 years.

The commercial target area is in a historic district. Any proposed rehab on a historic property will comply with federal regulations when undergoing rehab.

Upon approval of the application in June, the City of Waseca will act as the legal sponsor and the SWMHP will then enter into an agreement with the City to administer the grant. Contracts and federal requirements will take place in July and August. The program will open to property owners to apply for funding in September and an informational meeting will be held for people to apply. Inspections/Scopes of work/Bidding will begin in October. Projects will then be accepted and proceeds to work issued in November. This will be a two-year repair program with project closeout in December 2023.

Hollerich requested action on the submittal of the Full Application.

The Public Hearing Opened at 7:19 p.m. Nobody approached the Council for comment. The public hearing closed at 7:20 p.m.

Motion was made by Jeremy Conrath, seconded by Ted Conrath to approve the submittal of the full application. Motion carried 4-0 (Arndt & Mansfield abstained).

**B. RCCA: Selecting Gaiter Lake Development Proposal**

City Manager Mattson informed Council that the City received a proposal from Southwest Minnesota Housing Partnership. After Staff review and Council Work Session, Staff is recommending selecting the proposal to move forward with negotiations.

Motion was made by Jeremy Conrath, seconded by Arndt to select the proposal and allow Staff to enter into negotiations. Motion carried 6-0.

**C. Set Board of Review Date: April 5, 7 p.m. (Virtual)**

Jeremy Conrath had some questions and concerns about hosting a virtual meeting for the Board of Review. He asked if there might be a way to do it in person or have the materials in hand ahead of time. Staff informed Mr. Conrath that they would have an answer at the March 16 Council Meeting.

Motion was made by Jeremy Conrath, seconded by Srp to approve the Board of Review date of April 5 at 7 p.m. Motion carried 6-0.

**REPORTS**

- 8      A.      City Manager's Report
- Parks Department is submitting a grant request to the Area Foundation for trail work along 8<sup>th</sup> St NE
  - Staff are working towards the Water Park opening June 5. Getting all the procedures in order to operate safely under Covid-19 restrictions
- B.      Commission Reports
- EDA
- Approved a loan for Pippi Lane Boutique
- HPC
- Talked about the by-laws and new member information
  - May is preservation month
  - Will be preparing articles for the paper for preservation month
- Fire Relief
- Went over by-laws
  - Mike Kahnke was elected Secretary
  - Ordered new face masks

**ANNOUNCEMENTS**

- 9      Srp – Thanked Finance Director Fischer for her presentation at the 6 p.m. Work Session. Also thanked Sergeant Girtler for being present at the Council Meeting keeping everyone safe, and finally thanked Sharon Dodson for being so helpful at the Utility Billing counter.



**ADJOURNMENT**

- 10      There being no further business to be brought before the Council, it was moved by Arndt seconded by Jeremy Conrath, to adjourn the meeting at 7:41 p.m.; Motion carried 6-0.

---

R. D. SRP  
MAYOR

---

MIKE ANDERSON  
ASSISTANT TO THE CITY MANAGER

MINUTES  
CITY COUNCIL WORK SESSION  
TUESDAY, MARCH 2, 2021

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

Councilmembers present:      Roy Srp                      Ted Conrath  
   Mark Christiansen      John Mansfield  
   Jeremy Conrath  
   Daren Arndt

Staff present:                      Lee Mattson, City Manager  
   Mike Anderson, Assistant to the City Manager  
   Alicia Fischer, Finance Director

**Finance Accounting**

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

The Finance Director presented information regarding Finance Accounts that the City is responsible. They include:

- General Fund
- Special Revenue Funds
- Debt Service Funds
- Capital Project Funds
- Enterprise Funds
- Internal Service Funds

Mrs. Fischer discussed how each account works and what the City can and cannot use the funds for.

There being no further discussion and no action taken, the work session ended at 6:58 p.m.

---

R. D. SRP  
MAYOR

---

MIKE ANDERSON  
ASSISTANT TO THE CITY MANAGER

MINUTES  
CITY COUNCIL WORK SESSION  
THURSDAY, MARCH 11, 2021

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

Councilmembers present: Roy Srp  
Ted Conrath  
Jeremy Conrath  
Daren Arndt

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

**Finance Accounting**

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

The City Engineer presented information regarding Streets and their improvement needs. The information include:

- Amount of City owned streets
- Classification of streets
- Pavement type
- Criteria for selecting improvement projects
- Funding sources
- Pavement Condition Indexing for City owned streets

Mr. Willey and the Council discussed street projects coming up in 2021 along with Willey answering questions.

There being no further discussion and no action taken, the work session ended at 7:30 p.m.

---

R. D. SRP  
MAYOR

---

MIKE ANDERSON  
ASSISTANT TO THE CITY MANAGER

*Micah Fischer*

6B

LIST OF EXPENDITURES

March 16, 2021

*Lee A. Miller*

=====

City Council	0.00
Streets	24,489.81
Parks	10,652.42
Wastewater	7,645.59
Utility Administration	4,850.92
Utility Billing	8,001.11
Electric	14,514.77
Water	8,517.77
Building and Code Compliance	2,753.72
Police	58,732.87
Administration	7,506.72
Community Aides	709.50
Fire	8,300.26
Paid On Call Fire Department	3,989.85
Election Judges	0.00
Finance	8,150.95
Connections	2,552.46
Community Development	5,520.92
Engineering	15,600.34
Recreation	2,112.24
Econ Development	<u>6,202.20</u>

Total Gross Payroll	200,804.42
---------------------	------------

*Less- Payroll Deductions	<u>(70,179.93)</u>
---------------------------	--------------------

Net Payroll Cost	\$	130,624.49
------------------	----	------------

\*These costs are included in Accounts Payable totals below

Accounts Payable

Expenditures dated:

February 27, 2021-March 12, 2021

Includes check #'s 156464-156525

Bank ACH Withdrawals.....	<u>728,546.17</u>
---------------------------	-------------------

GRAND TOTAL EXPENDITURES	\$	<u>859,170.66</u>
--------------------------	----	-------------------

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
<b>General Fund</b>					
03/12/2021	32117	Quadient Finance	Postage	101-15510-0000	1,000.00
Total 101155100000:					1,000.00
03/11/2021	32109	ACH Internal Revenue Service	FEDERAL WITHHOLDING TAX Pay Period: 3/7/2021	101-21701-0000	17,983.57
Total 101217010000:					17,983.57
03/11/2021	32105	MN Department of Revenue	STATE WITHHOLDING TAX Pay Period: 3/7/2021	101-21702-0000	8,444.01
Total 101217020000:					8,444.01
03/11/2021	32109	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 3/7/2021	101-21703-0000	7,980.62
03/11/2021	32109	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 3/7/2021	101-21703-0000	7,980.62
Total 101217030000:					15,961.24
03/11/2021	32106	Public Employees Retirement Assn (ACH	PERA COORD Emplr 1% Pay Period: 3/7/2021	101-21704-0000	1,328.11
03/11/2021	32106	Public Employees Retirement Assn (ACH	PERA COORDINATED Employee Pay Period: 3/7/2021	101-21704-0000	8,632.59
03/11/2021	32106	Public Employees Retirement Assn (ACH	PERA POLICE Employee Pay Period: 3/7/2021	101-21704-0000	7,326.67
03/11/2021	32106	Public Employees Retirement Assn (ACH	PERA COORDINATED Employer Pay Period: 3/7/2021	101-21704-0000	8,632.59
03/11/2021	32106	Public Employees Retirement Assn (ACH	PERA POLICE Employer Pay Period: 3/7/2021	101-21704-0000	10,989.92
Total 101217040000:					36,909.88
03/09/2021	156465	IBEW	IBEW UNION DUES Pay Period: 3/7/2021	101-21707-0000	342.73
03/09/2021	156466	IUOE Local #70	FIRE UNION DUES Pay Period: 3/7/2021	101-21707-0000	133.78
03/09/2021	156466	IUOE Local #70	IUOE UNION DUES Pay Period: 3/7/2021	101-21707-0000	549.10
03/09/2021	156467	Law Enforcement Labor Services	POLICE UNION DUES Pay Period: 3/7/2021	101-21707-0000	698.50
Total 101217070000:					1,724.11
03/09/2021	156468	MN Life	LIFE INSURANCE MN Pay Period: 3/7/2021	101-21710-0000	692.30
03/09/2021	156468	MN Life	LIFE INSURANCE MN Pay Period: 3/7/2021	101-21710-0000	1,163.25
03/09/2021	156468	MN Life	Maziarka Adj	101-21710-0000	16.50
Total 101217100000:					1,839.05
03/11/2021	32109	ACH Internal Revenue Service	MEDICARE Pay Period: 3/7/2021	101-21712-0000	2,669.80
03/11/2021	32109	ACH Internal Revenue Service	MEDICARE Pay Period: 3/7/2021	101-21712-0000	2,669.80
Total 101217120000:					5,339.60
03/11/2021	32111	MSRS- (DEF COMP)	MSRS - ROTH (AFTER TAX) Pay Period: 3/7/2021	101-21713-0000	1,115.00
03/11/2021	32111	MSRS- (DEF COMP)	MSRS - DEF COMP Pay Period: 3/7/2021	101-21713-0000	669.00
Total 101217130000:					1,784.00
03/11/2021	32108	Vantagepoint Transfer Agents 457	ICMA - ROTH (AFTER TAX) Pay Period: 3/7/2021	101-21714-0000	150.00
03/11/2021	32108	Vantagepoint Transfer Agents 457	ICMA DEF COMPENSATION Pay Period: 3/7/2021	101-21714-0000	2,384.00
Total 101217140000:					2,534.00
03/12/2021	22135	Further	Flex/HSA Reimbursement	101-21716-0000	34.25
03/12/2021	22135	Further	Flex/HSA Reimbursement	101-21716-0000	432.60

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
03/12/2021	32104	Further	Flex/HSA Reimbursement	101-21716-0000	315.00
03/12/2021	32104	Further	Flex/HSA Reimbursement	101-21716-0000	468.76
03/11/2021	32101	Further	VEBA Contributions Pay Period: 3/7/2021	101-21716-0000	20,847.47
03/11/2021	32112	Further	HSA Contribution Pay Period: 3/7/2021	101-21716-0000	525.32
03/11/2021	32101	Further	HSA Contribution Pay Period: 3/7/2021	101-21716-0000	6,058.10
Total 101217160000:					28,681.50
03/11/2021	32107	MN Child Support Payment Center	CHILD SUPPORT FLAT AMT Pay Period: 3/7/2021	101-21717-0000	880.47
Total 101217170000:					880.47
03/11/2021	32110	Delta Dental	Jason M. Adj - taken on 3/25/21 PR	101-21719-0000	114.00
03/11/2021	32110	Delta Dental	DENTAL EE + CHLDRN Pay Period: 3/7/2021	101-21719-0000	78.70
03/11/2021	32110	Delta Dental	Rugger March Cobra	101-21719-0000	114.00
03/11/2021	32110	Delta Dental	DENTAL SINGLE Employee Pay Period: 3/7/2021	101-21719-0000	522.00
03/11/2021	32110	Delta Dental	DENTAL FAMILY Employee Pay Period: 3/7/2021	101-21719-0000	1,254.00
03/11/2021	32110	Delta Dental	Ziemke March Cobra	101-21719-0000	29.00
03/11/2021	32110	Delta Dental	McKay March Cobra	101-21719-0000	29.00
03/11/2021	32110	Delta Dental	DENTAL EE + SPOUSE Pay Period: 3/7/2021	101-21719-0000	297.25
03/11/2021	32110	Delta Dental	McKay Adj	101-21719-0000	30.45-
03/11/2021	32110	Delta Dental	Maziarka Adj	101-21719-0000	29.00-
Total 101217190000:					2,378.50
03/11/2021	32113	VSP	VISION FAMILY Employee Pay Period: 3/7/2021	101-21722-0000	148.33
03/11/2021	32113	VSP	VISION SINGLE Employee Pay Period: 3/7/2021	101-21722-0000	60.93
03/11/2021	32113	VSP	VISION + ONE Employee Pay Period: 3/7/2021	101-21722-0000	73.38
03/11/2021	32113	VSP	Rugger March Cobra	101-21722-0000	12.23
03/11/2021	32113	VSP	Ziemke March Cobra	101-21722-0000	6.77
Total 101217220000:					301.64
03/12/2021	20210172	Innovative Office Supply	Recycle bin	101-41110-2000	5.16
03/12/2021	20210192	U.S. Bank - CC	Table Cloths for Council Chambers	101-41110-2000	81.49
Total 101411102000:					86.65
03/12/2021	156504	MPeters Enterprises Inc.	Downtown Flags and poles	101-41110-4450	978.00
03/12/2021	156522	Waseca Floral	Fertilizer for DT Flower Baksets	101-41110-4450	143.85
Total 101411104450:					1,121.85
03/11/2021	32114	Reliance Standard	Feb LTD Insurance	101-41320-1340	52.19
03/11/2021	32114	Reliance Standard	Feb LTD Insurance	101-41320-1340	12.74
Total 101413201340:					64.93
03/12/2021	156495	Metro Sales Inc.	Toner	101-41320-2000	185.00
Total 101413202000:					185.00
03/12/2021	20210192	U.S. Bank - CC	FMCSA queries for employee driving records checks	101-41320-3000	125.00
Total 101413203000:					125.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
03/12/2021	20210192	U.S. Bank - CC	Certification study guide	101-41320-3300	100.00
Total 101413203300:					100.00
03/12/2021	20210156	APG Media of So MN LLC	Hearing on Small Cities Developement Grant	101-41320-3400	27.89
03/12/2021	20210156	APG Media of So MN LLC	Board/Comission Vacancies	101-41320-3400	23.57
03/12/2021	20210156	APG Media of So MN LLC	Employment Ad	101-41320-3400	62.05
Total 101413203400:					113.51
03/12/2021	20210153	A. H. Hermel Company	Pop for vending machine	101-41320-4945	48.67
Total 101413204945:					48.67
03/11/2021	32114	Reliance Standard	Feb LTD Insurance	101-41500-1340	72.41
Total 101415001340:					72.41
03/12/2021	32103	Further	Administrative Fee	101-41500-1600	280.30
Total 101415001600:					280.30
03/12/2021	20210172	Innovative Office Supply	Stapler-Finance	101-41500-2000	13.21
Total 101415002000:					13.21
03/12/2021	20210192	U.S. Bank - CC	Annual Federal Funds Fair	101-41500-3300	150.00
Total 101415003300:					150.00
03/12/2021	156502	MN Government Finance Officers Assoc	2021 Dues - Fischer	101-41500-4330	70.00
Total 101415004330:					70.00
03/12/2021	20210166	Flaherty & Hood PA	February Labor & Employment Consult Services	101-41600-3000	2,286.25
03/12/2021	20210166	Flaherty & Hood PA	February Legal Fees	101-41600-3000	230.00
03/12/2021	20210166	Flaherty & Hood PA	February Legal Fees	101-41600-3000	532.50
03/12/2021	20210177	Kennedy & Kennedy Law Office	February Legal Fees	101-41600-3000	696.00
Total 101416003000:					3,744.75
03/12/2021	20210184	Pantheon Computer Systems Inc.	Computer Cord	101-41920-2050	24.95
Total 101419202050:					24.95
03/12/2021	20210184	Pantheon Computer Systems Inc.	2021 Maintenance Agreement	101-41920-3100	6,208.11
Total 101419203100:					6,208.11
03/12/2021	156487	ESRI Inc.	2021 Maintenance Charges	101-41920-4950	2,810.00
Total 101419204950:					2,810.00
03/12/2021	20210172	Innovative Office Supply	Office supplies	101-41940-2000	46.17
03/12/2021	20210172	Innovative Office Supply	Recycle Bins	101-41940-2000	10.32

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101419402000:					56.49
03/12/2021	156508	Red Feather Paper Company	can liner	101-41940-2170	129.96
03/12/2021	156508	Red Feather Paper Company	Paper Towels	101-41940-2170	30.41
Total 101419402170:					160.37
03/12/2021	20210158	Border States Electric Supply	Bathroom Light	101-41940-2230	728.70
03/12/2021	20210192	U.S. Bank - CC	City hall mens room remodel supplies	101-41940-2230	175.56
03/12/2021	20210192	U.S. Bank - CC	Toilet paper holders for city hall bathrooms	101-41940-2230	49.11
Total 101419402230:					953.37
03/12/2021	156474	Bizzy Bee Cleaning LLC	Restroom Cleaning	101-41940-3100	475.00
03/12/2021	156481	Cintas Corporation	Floor mat service	101-41940-3100	47.01
03/12/2021	20210162	Culligan	RO lease	101-41940-3100	28.95
03/12/2021	156506	Orkin Pest Control	Pest Control City Hall	101-41940-3100	93.29
03/12/2021	20210187	Siemens Industry Inc	Fire Alarm Service Agreement-2021	101-41940-3100	966.00
03/12/2021	20210194	Waste Management of Southern MN	February Service	101-41940-3100	194.92
Total 101419403100:					1,805.17
03/12/2021	156479	Centerpoint Energy	Monthly Billing	101-41940-3800	778.52
03/12/2021	32115	City of Waseca	February Utilities	101-41940-3800	2,297.56
Total 101419403800:					3,076.08
03/12/2021	20210161	Connors Plumbing & Heating Inc.	RTU Repairs	101-41940-4000	614.00
Total 101419404000:					614.00
03/11/2021	32114	Reliance Standard	Feb LTD Insurance	101-41950-1340	56.33
Total 101419501340:					56.33
03/12/2021	20210171	Independent School District #829	Land Purchase from ISD829	101-41950-3000	1.00
03/12/2021	20210196	WSB & Associates Inc	Planning Services	101-41950-3000	128.75
Total 101419503000:					129.75
03/11/2021	32114	Reliance Standard	Feb LTD Insurance	101-42100-1340	492.54
Total 101421001340:					492.54
03/12/2021	20210192	U.S. Bank - CC	Fuel-county pumps down	101-42100-2120	28.00
03/12/2021	20210192	U.S. Bank - CC	Gas for 1812 & 1767-County Pumps not working	101-42100-2120	54.68
Total 101421002120:					82.68
03/12/2021	156508	Red Feather Paper Company	Supplies	101-42100-2170	196.28
03/12/2021	20210192	U.S. Bank - CC	Mail biological specimen	101-42100-2170	11.25
03/12/2021	20210192	U.S. Bank - CC	Animal License tags	101-42100-2170	73.75
03/12/2021	20210192	U.S. Bank - CC	Animal License tags	101-42100-2170	72.30
03/12/2021	20210192	U.S. Bank - CC	Mail biological specimen	101-42100-2170	11.25



Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101421002170:					364.83
03/12/2021	20210188	Streicher's	Uniform Allowance - AH	101-42100-2180	285.59
03/12/2021	20210188	Streicher's	bulletproof vest	101-42100-2180	913.20
03/12/2021	20210188	Streicher's	Uniform Allowance - AH	101-42100-2180	87.99
03/12/2021	20210188	Streicher's	Bulletproof Vest	101-42100-2180	913.20
03/12/2021	20210188	Streicher's	Bulletproof vest	101-42100-2180	913.20
03/12/2021	20210188	Streicher's	Uniform expense	101-42100-2180	913.20
03/12/2021	20210192	U.S. Bank - CC	Schroeder Uniform Allowance	101-42100-2180	113.47
Total 101421002180:					4,139.85
03/12/2021	20210192	U.S. Bank - CC	Head Light for Squad Car	101-42100-2210	20.27
Total 101421002210:					20.27
03/12/2021	20210187	Siemens Industry Inc	Fire alarm testing	101-42100-2230	206.00
Total 101421002230:					206.00
03/12/2021	156492	Mayo Clinic	Blood Draw	101-42100-3000	32.00
03/12/2021	20210192	U.S. Bank - CC	Lodging-Death Investigation	101-42100-3000	77.16
03/12/2021	20210192	U.S. Bank - CC	Lodging-Death Investigation	101-42100-3000	77.16
03/12/2021	156521	Waseca Clarks Grove Vet Clinic LLP	Vet services	101-42100-3000	142.23
Total 101421003000:					328.55
03/12/2021	156474	Bizzy Bee Cleaning LLC	Restroom Cleaning	101-42100-3100	237.50
03/12/2021	156481	Cintas Corporation	Floor Mats	101-42100-3100	8.88
03/12/2021	156481	Cintas Corporation	Floor Mats	101-42100-3100	8.87
03/12/2021	20210162	Culligan	Culligan	101-42100-3100	29.95
03/12/2021	156506	Orkin Pest Control	Pest control	101-42100-3100	92.70
03/12/2021	156514	Thomson Reuters - West	Information Charges	101-42100-3100	267.41
03/12/2021	20210194	Waste Management of Southern MN	February Service	101-42100-3100	88.73
Total 101421003100:					734.04
03/12/2021	32116	Verizon Wireless	Monthly Billing	101-42100-3200	902.63
03/12/2021	32116	Verizon Wireless	Monthly Billing	101-42100-3200	41.50
Total 101421003200:					944.13
03/12/2021	20210192	U.S. Bank - CC	DMT Recert Online	101-42100-3300	75.00
03/12/2021	20210192	U.S. Bank - CC	Meal during swat training	101-42100-3300	11.62
03/12/2021	20210192	U.S. Bank - CC	Fuel for squad-training	101-42100-3300	42.34
03/12/2021	20210192	U.S. Bank - CC	Fuel for squad-training	101-42100-3300	40.85
03/12/2021	20210192	U.S. Bank - CC	Fuel for squad-training	101-42100-3300	21.72
03/12/2021	20210192	U.S. Bank - CC	2021 Chief of Police Training (6)	101-42100-3300	500.00
03/12/2021	20210192	U.S. Bank - CC	DMT Recert Online	101-42100-3300	75.00
Total 101421003300:					766.53
03/12/2021	20210185	Personalized Printing Inc.	Animal Impound forms	101-42100-3500	320.60

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101421003500:					320.60
03/12/2021	156479	Centerpoint Energy	Monthly Billing	101-42100-3800	705.82
03/12/2021	32115	City of Waseca	February Utilities	101-42100-3800	813.89
Total 101421003800:					1,519.71
03/11/2021	32114	Reliance Standard	Feb LTD Insurance	101-42200-1340	63.54
Total 101422001340:					63.54
03/12/2021	20210172	Innovative Office Supply	Toner-Fire	101-42200-2000	241.31
Total 101422002000:					241.31
03/12/2021	156475	Bock's Service Inc.	Fuel	101-42200-2120	15.00
Total 101422002120:					15.00
03/12/2021	156485	Eagle Engraving Inc	Plaque-Voss	101-42200-2170	75.95
Total 101422002170:					75.95
03/12/2021	20210181	Municipal Emergency Services Inc.	Uniforms - J Kahnke	101-42200-2180	446.30
Total 101422002180:					446.30
03/12/2021	156471	Anybattery Inc	Batteries	101-42200-2210	227.22
Total 101422002210:					227.22
03/12/2021	20210187	Siemens Industry Inc	Fire alarm testing	101-42200-2230	206.00
Total 101422002230:					206.00
03/12/2021	156474	Bizzy Bee Cleaning LLC	Restroom Cleaning	101-42200-3100	237.50
03/12/2021	156481	Cintas Corporation	Floor Mats	101-42200-3100	8.87
03/12/2021	156481	Cintas Corporation	Floor Mats	101-42200-3100	8.88
03/12/2021	156486	Equipment Management Company	Genesis Tools	101-42200-3100	1,315.00
03/12/2021	20210194	Waste Management of Southern MN	February Service	101-42200-3100	88.74
Total 101422003100:					1,658.99
03/12/2021	32116	Verizon Wireless	Monthly Billing	101-42200-3200	46.50
Total 101422003200:					46.50
03/12/2021	156479	Centerpoint Energy	February Service	101-42200-3800	182.02
03/12/2021	156479	Centerpoint Energy	Monthly Billing	101-42200-3800	705.82
03/12/2021	32115	City of Waseca	February Utilities	101-42200-3800	813.89
03/12/2021	32115	City of Waseca	February Utilities	101-42200-3800	45.15
Total 101422003800:					1,746.88
03/12/2021	156493	Med Compass	Fire Fit Testing	101-42200-4940	45.00

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101422004940:					45.00
03/11/2021	32114	Reliance Standard	Feb LTD Insurance	101-42400-1340	24.46
03/11/2021	32114	Reliance Standard	Feb LTD Insurance	101-42400-1340	7.28
Total 101424001340:					31.74
03/12/2021	20210160	City Building Inspection Services LLC	Building inspections	101-42400-3000	14,249.58
Total 101424003000:					14,249.58
03/12/2021	32116	Verizon Wireless	Monthly Billing	101-42400-3200	24.39
Total 101424003200:					24.39
03/11/2021	32114	Reliance Standard	Feb LTD Insurance	101-43000-1340	7.50
03/11/2021	32114	Reliance Standard	Feb LTD Insurance	101-43000-1340	102.10
Total 101430001340:					109.60
03/12/2021	20210192	U.S. Bank - CC	5 drawer flat file cabinet	101-43000-2170	500.00
Total 101430002170:					500.00
03/12/2021	32116	Verizon Wireless	Monthly Billing	101-43000-3200	41.50
Total 101430003200:					41.50
03/12/2021	20210192	U.S. Bank - CC	Conference	101-43000-3300	69.00
Total 101430003300:					69.00
03/12/2021	156497	MN Board of AELSLAGID	City Engineer License Fee	101-43000-4330	120.00
03/12/2021	20210192	U.S. Bank - CC	Membership Dues 2021	101-43000-4330	60.00
Total 101430004330:					180.00
03/11/2021	32114	Reliance Standard	Feb LTD Insurance	101-43100-1340	101.15
03/11/2021	32114	Reliance Standard	Feb LTD Insurance	101-43100-1340	2.23
Total 101431001340:					103.38
03/12/2021	156473	Barco Municipal Products Inc	Channelizer Cones	101-43100-2170	744.52
03/12/2021	20210162	Culligan	Culligan Water	101-43100-2170	18.75
03/12/2021	20210170	IFACS	diamond saw blades	101-43100-2170	896.00
03/12/2021	20210192	U.S. Bank - CC	Computer cable for trucks	101-43100-2170	14.58
03/12/2021	20210193	Waseca Hardware LLC	Parts & Supplies	101-43100-2170	78.94
Total 101431002170:					1,752.79
03/12/2021	20210155	AmeriPride Services Inc	uniform-service	101-43100-2180	180.60
03/12/2021	20210155	AmeriPride Services Inc	uniform-service	101-43100-2180	178.87
Total 101431002180:					359.47

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
03/12/2021	156489	First Source Solutions	Drug Screen	101-43100-3100	56.38
03/12/2021	20210194	Waste Management of Southern MN	February Service	101-43100-3100	178.37
Total 101431003100:					234.75
03/12/2021	156479	Centerpoint Energy	February Service	101-43100-3800	182.02
03/12/2021	156479	Centerpoint Energy	Monthly Billing	101-43100-3800	1,554.17
03/12/2021	32115	City of Waseca	February Utilities	101-43100-3800	45.14
03/12/2021	32115	City of Waseca	February Utilities	101-43100-3800	849.31
Total 101431003800:					2,630.64
03/11/2021	32114	Reliance Standard	Feb LTD Insurance	101-43125-1340	26.22
03/11/2021	32114	Reliance Standard	Feb LTD Insurance	101-43125-1340	2.23
Total 101431251340:					28.45
03/12/2021	20210168	H & J Fuel Inc	Fuel	101-43125-2120	1,622.99
Total 101431252120:					1,622.99
03/11/2021	32114	Reliance Standard	Feb LTD Insurance	101-43170-1340	5.62
Total 101431701340:					5.62
03/12/2021	20210180	M-R Sign Company Inc.	new signs	101-43170-2170	31.55
Total 101431702170:					31.55
03/12/2021	32115	City of Waseca	February Utilities	101-43170-3800	217.28
Total 101431703800:					217.28
03/11/2021	32114	Reliance Standard	Feb LTD Insurance	101-43220-1340	9.37
Total 101432201340:					9.37
03/11/2021	32114	Reliance Standard	Feb LTD Insurance	101-45130-1340	15.01
Total 101451301340:					15.01
03/12/2021	20210192	U.S. Bank - CC	Return of Wall Calendar	101-45130-2000	49.99-
Total 101451302000:					49.99-
03/12/2021	156512	The Lifeguard Store Inc	Lifeguard Store	101-45130-2190	268.00
Total 101451302190:					268.00
03/12/2021	156500	MN Department of Labor & Industry	Application Fee (Boiler)	101-45130-3300	50.00
03/12/2021	20210192	U.S. Bank - CC	Boiler Exam Class prep	101-45130-3300	209.00
Total 101451303300:					259.00
03/12/2021	20210183	Olsem, Madison	Mileage Reimbursement	101-45130-3350	98.56

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101451303350:					98.56
03/12/2021	156479	Centerpoint Energy	Monthly Billing	101-45130-3800	444.95
03/12/2021	32115	City of Waseca	February Utilities	101-45130-3800	534.79
Total 101451303800:					979.74
03/12/2021	156472	Auto Value Waseca	Parts	101-45130-4000	16.99
03/12/2021	20210192	U.S. Bank - CC	Paint supplies for painting pool gutter grates	101-45130-4000	32.48
03/12/2021	20210193	Waseca Hardware LLC	Parts & Supplies	101-45130-4000	27.95
Total 101451304000:					77.42
03/12/2021	20210192	U.S. Bank - CC	Membership Dues 2021	101-45130-4330	160.00
Total 101451304330:					160.00
03/12/2021	156494	Mediacom	TLCF Communications	101-45180-3200	23.27
Total 101451803200:					23.27
03/12/2021	32115	City of Waseca	February Utilities	101-45180-3800	29.16
Total 101451803800:					29.16
03/11/2021	32114	Reliance Standard	Feb LTD Insurance	101-45200-1340	93.44
03/11/2021	32114	Reliance Standard	Feb LTD Insurance	101-45200-1340	3.75
Total 101452001340:					97.19
03/12/2021	156505	North American Safety Inc	Safety Hard Hats	101-45200-2190	85.00
03/12/2021	20210192	U.S. Bank - CC	Nitrile Safety Gloves	101-45200-2190	73.98
03/12/2021	20210193	Waseca Hardware LLC	Parts & Supplies	101-45200-2190	82.95
Total 101452002190:					241.93
03/12/2021	20210176	JT Services of MN	NE Park parking lot lights	101-45200-2230	348.87
03/12/2021	20210192	U.S. Bank - CC	Counter Top for Park Shop Staff Computer Area	101-45200-2230	105.06
03/12/2021	20210193	Waseca Hardware LLC	Parts & Supplies	101-45200-2230	56.27
Total 101452002230:					510.20
03/12/2021	20210192	U.S. Bank - CC	Activator for toro Snow Blower Attachment	101-45200-2240	254.40
Total 101452002240:					254.40
03/12/2021	20210194	Waste Management of Southern MN	February Service	101-45200-3100	27.85
Total 101452003100:					27.85
03/12/2021	156479	Centerpoint Energy	Monthly Billing	101-45200-3800	424.68
03/12/2021	156479	Centerpoint Energy	Monthly Billing	101-45200-3800	42.21
03/01/2021	156434	City of Waseca	Nov Utilities - Emerson Park Error	101-45200-3800	2.71 V
03/12/2021	32115	City of Waseca	February Utilities	101-45200-3800	569.96
03/12/2021	32115	City of Waseca	February Utilities	101-45200-3800	2.71-

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101452003800:					1,036.85
03/12/2021	156506	Orkin Pest Control	Library-Pest control	101-45500-3100	69.00
03/12/2021	156509	ServiceMaster by Ayotte	library service	101-45500-3100	790.00
03/12/2021	20210194	Waste Management of Southern MN	Library service	101-45500-3100	56.73
Total 101455003100:					915.73
03/12/2021	156479	Centerpoint Energy	Monthly Billing	101-45500-3800	591.47
03/12/2021	32115	City of Waseca	February Utilities	101-45500-3800	759.10
Total 101455003800:					1,350.57
03/12/2021	20210161	Connors Plumbing & Heating Inc.	library small boiler repair	101-45500-4000	84.00
03/12/2021	20210192	U.S. Bank - CC	Ceiling Tile for Library	101-45500-4000	263.76
03/12/2021	20210193	Waseca Hardware LLC	Parts & Supplies	101-45500-4000	59.52
Total 101455004000:					407.28
Total General Fund:					191,429.16
<b>Airport</b>					
03/12/2021	156480	CenturyLink	Anti-Virus Protection	230-49810-3200	2.95
Total 230498103200:					2.95
03/12/2021	156479	Centerpoint Energy	Monthly Billing	230-49810-3800	62.38
03/12/2021	32115	City of Waseca	February Utilities	230-49810-3800	95.87
Total 230498103800:					158.25
Total Airport:					161.20
<b>Recovery Coordinator Grant</b>					
03/11/2021	32114	Reliance Standard	Feb LTD Insurance	256-46500-1340	29.61
Total 256465001340:					29.61
Total Recovery Coordinator Grant:					29.61
<b>Economic Development-General f</b>					
03/11/2021	32114	Reliance Standard	Feb LTD Insurance	261-46700-1340	12.75
Total 261467001340:					12.75
03/12/2021	156488	Fame Awards	Nameplates-Hoy & Kaelberer	261-46700-2170	20.00
Total 261467002170:					20.00
03/12/2021	20210166	Flaherty & Hood PA	February Legal Fees	261-46700-3000	37.50
Total 261467003000:					37.50
Total Economic Development-General f:					70.25

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
<b>Safe Haven Grant</b>					
03/11/2021	32114	Reliance Standard	Feb LTD Insurance	279-46350-1340	18.05
Total 279463501340:					18.05
03/12/2021	32116	Verizon Wireless	Monthly Billing	279-46350-3200	41.50
Total 279463503200:					41.50
Total Safe Haven Grant:					59.55
<b>PEG Channel</b>					
03/12/2021	20210157	B & H Photo	Microphone windscreens	290-41920-2170	28.22
03/12/2021	20210193	Waseca Hardware LLC	Parts & Supplies	290-41920-2170	34.95
Total 290419202170:					63.17
Total PEG Channel:					63.17
<b>Capital Improvement</b>					
03/12/2021	156477	Braun Intertec Corporation	Environmental Consulting Services Elm Ave Project	430-43010-5560	4,484.00
Total 430430105560:					4,484.00
Total Capital Improvement:					4,484.00
<b>Water</b>					
03/12/2021	156499	MN Department of Health	Community Water Supply Service Connection	601-20800-0000	31,622.00
Total 601208000000:					31,622.00
03/12/2021	156490	Hawkins Inc	Chemical Parts	601-49401-2210	853.00
Total 601494012210:					853.00
03/12/2021	20210192	U.S. Bank - CC	Fan controler for heater chemside well 3	601-49401-2230	72.62
03/12/2021	20210193	Waseca Hardware LLC	Parts & Supplies	601-49401-2230	9.99
Total 601494012230:					82.61
03/12/2021	156516	USA Blue Book	Chlorine leak wind socks	601-49401-3100	504.69
03/12/2021	20210193	Waseca Hardware LLC	Parts & Supplies	601-49401-3100	32.58
Total 601494013100:					537.27
03/12/2021	156479	Centerpoint Energy	Monthly Billing	601-49401-3800	293.81
03/12/2021	32115	City of Waseca	February Utilities	601-49401-3800	8,885.68
Total 601494013800:					9,179.49
03/12/2021	156510	Sportsmans Stop Inc.	Shipping	601-49401-4000	46.83
Total 601494014000:					46.83
03/11/2021	32114	Reliance Standard	Feb LTD Insurance	601-49430-1340	23.05
03/11/2021	32114	Reliance Standard	Feb LTD Insurance	601-49430-1340	27.31

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 601494301340:					50.36
03/12/2021	156475	Bock's Service Inc.	Fuel	601-49430-2120	64.00
Total 601494302120:					64.00
03/12/2021	20210182	Napa Auto Parts	Parts	601-49430-2170	25.84
Total 601494302170:					25.84
03/12/2021	20210192	U.S. Bank - CC	N95 Masks	601-49430-2230	179.97
Total 601494302230:					179.97
03/12/2021	20210155	AmeriPride Services Inc	uniform service	601-49430-3100	17.28
03/12/2021	20210155	AmeriPride Services Inc	uniform service	601-49430-3100	17.52
03/12/2021	20210167	Gopher State One-Call Inc	Location calls - February	601-49430-3100	10.35
03/12/2021	20210174	Javens Mechanical Contracting Co.	Backflow preventor	601-49430-3100	352.00
03/12/2021	156491	Locators & Supplies Inc.	Locate Supplies	601-49430-3100	163.50
03/12/2021	156496	Mid-America Meter Inc	Meter Testing	601-49430-3100	125.00
03/12/2021	156496	Mid-America Meter Inc	Meter Testing	601-49430-3100	240.80
03/12/2021	156496	Mid-America Meter Inc	Meter Testing	601-49430-3100	271.76
03/12/2021	156496	Mid-America Meter Inc	Meter Calibration and Repair	601-49430-3100	335.39
03/12/2021	156510	Sportsmans Stop Inc.	Shipping	601-49430-3100	88.11
03/12/2021	156516	USA Blue Book	metal detectors	601-49430-3100	1,018.29
03/12/2021	156518	Utility Consultants Inc	Coliform Testing	601-49430-3100	180.00
03/12/2021	20210195	Water Conservation Service Inc.	Leak Detection	601-49430-3100	491.76
Total 601494303100:					3,311.76
03/12/2021	32116	Verizon Wireless	Monthly Billing	601-49430-3200	40.01
Total 601494303200:					40.01
03/12/2021	20210192	U.S. Bank - CC	Operator training	601-49430-3300	50.00
Total 601494303300:					50.00
03/12/2021	20210173	James Brothers Construction Inc.	main break repair	601-49430-4000	921.12
03/12/2021	20210173	James Brothers Construction Inc.	Main Break Repair	601-49430-4000	3,465.30
03/12/2021	20210173	James Brothers Construction Inc.	Main Break Repair	601-49430-4000	2,340.00
Total 601494304000:					6,726.42
03/12/2021	20210156	APG Media of So MN LLC	Utility Notice	601-49585-3200	47.93
03/12/2021	20210179	MAS Communications Inc.	Answering service - March	601-49585-3200	52.99
Total 601495853200:					100.92
03/12/2021	20210185	Personalized Printing Inc.	Perforated paper for utility bills	601-49585-3500	168.93
Total 601495853500:					168.93
03/01/2021	156464	City of Waseca	Summit AR	601-49585-4320	12.13
03/01/2021	156434	City of Waseca	Summit AR	601-49585-4320	12.13- V

M = Manual Check, V = Void Check



Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
03/12/2021	156482	City of Waseca	Summit AR	601-49585-4320	11.51
Total 601495854320:					11.51
03/11/2021	32114	Reliance Standard	Feb LTD Insurance	601-49586-1340	5.16
03/11/2021	32114	Reliance Standard	Feb LTD Insurance	601-49586-1340	2.83
03/11/2021	32114	Reliance Standard	Feb LTD Insurance	601-49586-1340	14.22
Total 601495861340:					22.21
03/12/2021	20210166	Flaherty & Hood PA	February Legal Fees	601-49586-3000	413.75
Total 601495863000:					413.75
03/12/2021	156487	ESRI Inc.	2021 Maintenance Charges	601-49586-4950	773.40
03/12/2021	20210184	Pantheon Computer Systems Inc.	2021 Maintenance Agreement	601-49586-4950	886.87
Total 601495864950:					1,660.27
03/12/2021	20210156	APG Media of So MN LLC	Phase 2 water main Bid	601-49593-5300	107.25
03/12/2021	20210156	APG Media of So MN LLC	Brown & Well 2 Bids	601-49593-5300	107.25
Total 601495935300:					214.50
Total Water:					55,361.65
<b>Sanitary Sewer</b>					
03/11/2021	32114	Reliance Standard	Feb LTD Insurance	602-49470-1340	33.72
03/11/2021	32114	Reliance Standard	Feb LTD Insurance	602-49470-1340	2.23
Total 602494701340:					35.95
03/12/2021	20210167	Gopher State One-Call Inc	Location calls - February	602-49470-3100	10.35
Total 602494703100:					10.35
03/12/2021	32116	Verizon Wireless	Monthly Billing	602-49470-3200	40.01
03/12/2021	32116	Verizon Wireless	Monthly Billing	602-49470-3200	40.01
Total 602494703200:					80.02
03/12/2021	156479	Centerpoint Energy	Monthly Billing	602-49470-3800	24.34
03/12/2021	156479	Centerpoint Energy	Monthly Billing	602-49470-3800	225.81
03/12/2021	32115	City of Waseca	February Utilities	602-49470-3800	1,494.48
Total 602494703800:					1,744.63
03/12/2021	20210193	Waseca Hardware LLC	Parts & Supplies	602-49470-4020	12.99
Total 602494704020:					12.99
03/11/2021	32114	Reliance Standard	Feb LTD Insurance	602-49480-1340	69.13
Total 602494801340:					69.13
03/12/2021	20210192	U.S. Bank - CC	Printer Ink	602-49480-2050	92.42

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 602494802050:					92.42
03/12/2021	20210192	U.S. Bank - CC	Cleaning Supplies and Softner Salt	602-49480-2170	53.32
03/12/2021	20210192	U.S. Bank - CC	Vinyl for Samplers	602-49480-2170	405.00
03/12/2021	20210192	U.S. Bank - CC	Pizza Work Lunch at WWTP	602-49480-2170	19.30
03/12/2021	156516	USA Blue Book	Lab supplies	602-49480-2170	337.14
03/12/2021	20210193	Waseca Hardware LLC	Parts & Supplies	602-49480-2170	134.44
Total 602494802170:					949.20
03/12/2021	20210175	John Henry Foster Minnesota Inc.	Quincy Filters	602-49480-2210	366.28
03/12/2021	156513	Thermal Process Systems	TPS Blower Filter	602-49480-2210	515.48
03/12/2021	156520	Viking Industrial Center	Calibration Gas	602-49480-2210	258.68
03/12/2021	156524	Winegar, Dave	Static Aerator Decking	602-49480-2210	310.00
Total 602494802210:					1,450.44
03/12/2021	156469	Al's Fan Balancing Services LLC	RAW Pump Vibration Check	602-49480-3100	840.00
03/12/2021	156481	Cintas Corporation	Floor mat service	602-49480-3100	19.10
03/12/2021	20210178	M & R Electric Inc.	Electrician`	602-49480-3100	85.00
03/12/2021	20210178	M & R Electric Inc.	Electrician`	602-49480-3100	170.00
03/12/2021	156518	Utility Consultants Inc	Permit Testing	602-49480-3100	2,103.98
03/12/2021	20210194	Waste Management of Southern MN	Waste Mgmt	602-49480-3100	313.66
Total 602494803100:					3,531.74
03/12/2021	32116	Verizon Wireless	Monthly Billing	602-49480-3200	41.50
Total 602494803200:					41.50
03/12/2021	20210192	U.S. Bank - CC	MPCA Claiss Registration	602-49480-3300	300.00
03/12/2021	20210192	U.S. Bank - CC	Registration Fee	602-49480-3300	7.47
03/12/2021	20210192	U.S. Bank - CC	Wastewater Training	602-49480-3300	120.00
03/12/2021	20210192	U.S. Bank - CC	Service Fee	602-49480-3300	2.99
03/12/2021	20210192	U.S. Bank - CC	Training-Sonnenberg	602-49480-3300	50.00
03/12/2021	20210192	U.S. Bank - CC	Training-Sonnenberg	602-49480-3300	25.00
03/12/2021	20210192	U.S. Bank - CC	Training-Sonnenberg	602-49480-3300	25.00
Total 602494803300:					530.46
03/12/2021	156479	Centerpoint Energy	Monthly Billing	602-49480-3800	3,320.50
03/12/2021	32115	City of Waseca	February Utilities	602-49480-3800	662.65
03/12/2021	156511	SSI Crestmark MN Holding LLC	Crestmark Solar Power	602-49480-3800	7,496.74
03/12/2021	156517	USS MN V MT LLC	USS Sunscription Solar	602-49480-3800	1,434.32
Total 602494803800:					12,914.21
03/12/2021	156513	Thermal Process Systems	TPS vacuum gauge	602-49480-4000	1,670.96
Total 602494804000:					1,670.96
03/12/2021	156501	MN Department of Labor & Industry	Pressure vessel Inspection	602-49480-4500	20.00
Total 602494804500:					20.00

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
03/11/2021	32114	Reliance Standard	Feb LTD Insurance	602-49585-1340	22.43
03/11/2021	32114	Reliance Standard	Feb LTD Insurance	602-49585-1340	22.43
Total 602495851340:					44.86
03/12/2021	20210172	Innovative Office Supply	Notepads	602-49585-2000	9.97
Total 602495852000:					9.97
03/12/2021	20210156	APG Media of So MN LLC	Utility Notice	602-49585-3200	47.93
03/12/2021	20210179	MAS Communications Inc.	Answering service - March	602-49585-3200	52.99
Total 602495853200:					100.92
03/12/2021	20210185	Personalized Printing Inc.	Perforated paper for utility bills	602-49585-3500	168.93
Total 602495853500:					168.93
03/01/2021	156464	City of Waseca	Summit AR	602-49585-4320	23.25
03/01/2021	156434	City of Waseca	Summit AR	602-49585-4320	23.25- V
03/12/2021	156482	City of Waseca	Summit AR	602-49585-4320	22.06
Total 602495854320:					22.06
03/11/2021	32114	Reliance Standard	Feb LTD Insurance	602-49586-1340	5.16
03/11/2021	32114	Reliance Standard	Feb LTD Insurance	602-49586-1340	2.83
03/11/2021	32114	Reliance Standard	Feb LTD Insurance	602-49586-1340	14.22
Total 602495861340:					22.21
03/12/2021	20210166	Flaherty & Hood PA	February Legal Fees	602-49586-3000	1,050.00
03/12/2021	20210166	Flaherty & Hood PA	February Legal Fees	602-49586-3000	852.50
Total 602495863000:					1,902.50
03/12/2021	20210184	Pantheon Computer Systems Inc.	2021 Maintenance Agreement	602-49586-4950	886.87
Total 602495864950:					886.87
Total Sanitary Sewer:					26,312.32
<b>Electric Utility</b>					
03/12/2021	32102	SMMPA	SMMPA Power	604-49550-3810	389,696.72
Total 604495503810:					389,696.72
03/11/2021	32114	Reliance Standard	Feb LTD Insurance	604-49570-1340	3.45
Total 604495701340:					3.45
03/12/2021	32115	City of Waseca	February Utilities	604-49570-3800	101.68
Total 604495703800:					101.68
03/11/2021	32114	Reliance Standard	Feb LTD Insurance	604-49571-1340	76.08

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 604495711340:					76.08
03/12/2021	156491	Locators & Supplies Inc.	Locate Supplies	604-49571-2170	85.53
03/12/2021	20210190	Total Tool Supply Inc.	tools	604-49571-2170	556.61
03/12/2021	20210193	Waseca Hardware LLC	Parts & Supplies	604-49571-2170	70.74
Total 604495712170:					712.88
03/05/2021	156375	Casey's	Commercial Lighting rebate	604-49571-2330	5,234.00- V
03/05/2021	156375	Casey's	Cooler Rebate	604-49571-2330	500.00- V
Total 604495712330:					5,734.00-
03/12/2021	20210167	Gopher State One-Call Inc	Location calls - February	604-49571-3100	10.35
Total 604495713100:					10.35
03/12/2021	32116	Verizon Wireless	Monthly Billing	604-49571-3200	80.02
Total 604495713200:					80.02
03/11/2021	32114	Reliance Standard	Feb LTD Insurance	604-49572-1340	7.65
Total 604495721340:					7.65
03/12/2021	156478	Carr's Tree Service Inc.	tree removal	604-49572-3100	2,500.00
Total 604495723100:					2,500.00
03/11/2021	32114	Reliance Standard	Feb LTD Insurance	604-49573-1340	13.79
Total 604495731340:					13.79
03/12/2021	156523	Wesco Receivables Corp	elbows	604-49573-2230	768.11
03/12/2021	156523	Wesco Receivables Corp	primary elbow sealing kit	604-49573-2230	364.81
Total 604495732230:					1,132.92
03/11/2021	32114	Reliance Standard	Feb LTD Insurance	604-49574-1340	3.88
Total 604495741340:					3.88
03/12/2021	20210176	JT Services of MN	Lighting	604-49574-2230	348.88
03/12/2021	20210193	Waseca Hardware LLC	Parts & Supplies	604-49574-2230	23.99
Total 604495742230:					372.87
03/12/2021	32115	City of Waseca	February Utilities	604-49575-3800	82.71
03/12/2021	156525	Xcel Energy	February Service	604-49575-3800	472.14
Total 604495753800:					554.85
03/11/2021	32114	Reliance Standard	Feb LTD Insurance	604-49584-1340	2.91

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 604495841340:					2.91
03/11/2021	32114	Reliance Standard	Feb LTD Insurance	604-49585-1340	22.57
Total 604495851340:					22.57
03/12/2021	20210172	Innovative Office Supply	Ink-Electric	604-49585-2000	85.63
Total 604495852000:					85.63
03/12/2021	20210156	APG Media of So MN LLC	Utility Notice	604-49585-3200	47.94
03/12/2021	20210179	MAS Communications Inc.	Answering service - March	604-49585-3200	52.98
Total 604495853200:					100.92
03/12/2021	20210185	Personalized Printing Inc.	Perforated paper for utility bills	604-49585-3500	168.94
Total 604495853500:					168.94
03/01/2021	156464	City of Waseca	Summit AR	604-49585-4320	65.69
03/01/2021	156434	City of Waseca	Summit AR	604-49585-4320	65.69- V
03/12/2021	156482	City of Waseca	Summit AR	604-49585-4320	62.35
Total 604495854320:					62.35
03/11/2021	32114	Reliance Standard	Feb LTD Insurance	604-49586-1340	4.17
03/11/2021	32114	Reliance Standard	Feb LTD Insurance	604-49586-1340	5.43
03/11/2021	32114	Reliance Standard	Feb LTD Insurance	604-49586-1340	14.65
Total 604495861340:					24.25
03/12/2021	156489	First Source Solutions	Drug Screen	604-49586-3000	162.17
03/12/2021	20210166	Flaherty & Hood PA	February Legal Fees	604-49586-3000	187.50
Total 604495863000:					349.67
03/12/2021	156498	MN Department of Commerce	Department of Commerce Assessment	604-49586-4330	1,349.58
Total 604495864330:					1,349.58
03/12/2021	156487	ESRI Inc.	2021 Maintenance Charges	604-49586-4950	420.60
03/12/2021	20210184	Pantheon Computer Systems Inc.	2021 Maintenance Agreement	604-49586-4950	886.87
Total 604495864950:					1,307.47
03/12/2021	20210163	Ditch Witch of Minnesota	Boring Supplies	604-49593-5300	1,385.70
03/12/2021	156523	Wesco Receivables Corp	conversion supplies	604-49593-5300	1,439.93
03/12/2021	156523	Wesco Receivables Corp	conversion supplies	604-49593-5300	768.10
Total 604495935300:					3,593.73
Total Electric Utility:					396,601.16
<b>Storm Water Utility</b>					
03/11/2021	32114	Reliance Standard	Feb LTD Insurance	651-43140-1340	11.24

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 651431401340:					11.24
03/12/2021	32115	City of Waseca	February Utilities	651-43140-3800	519.03
Total 651431403800:					519.03
03/12/2021	20210164	ESS Brothers & Sons Inc	drain grates	651-43140-4000	198.90
Total 651431404000:					198.90
03/11/2021	32114	Reliance Standard	Feb LTD Insurance	651-49585-1340	3.55
Total 651495851340:					3.55
Total Storm Water Utility:					732.72
<b>Central Garage Services</b>					
03/11/2021	32114	Reliance Standard	Feb LTD Insurance	701-43180-1340	37.87
Total 701431801340:					37.87
03/12/2021	20210170	IFACS	stainless bolts	701-43180-2170	3.67
03/12/2021	156503	MN State Patrol	DOT inspection decals	701-43180-2170	70.00
03/12/2021	156503	MN State Patrol	DOT inspection decals	701-43180-2170	30.00
03/12/2021	20210182	Napa Auto Parts	Parts	701-43180-2170	2.18
03/12/2021	156510	Sportsmans Stop Inc.	Shipping	701-43180-2170	10.01
03/12/2021	20210193	Waseca Hardware LLC	Parts & Supplies	701-43180-2170	53.88
Total 701431802170:					169.74
03/12/2021	20210154	ABM Equipment & Supply Inc.	Hydro Fitting	701-43180-2210	236.57
03/12/2021	156472	Auto Value Waseca	Parts	701-43180-2210	275.98
03/12/2021	156476	Born Well Drilling Inc.	Threaded Pipe 4"	701-43180-2210	16.00
03/12/2021	20210159	Christensen Tire Service	Tire Repair Unit#521	701-43180-2210	102.04
03/12/2021	20210159	Christensen Tire Service	Tire Repair #529	701-43180-2210	64.56
03/12/2021	156483	Custom Fab & Body LLC	Switch	701-43180-2210	37.90
03/12/2021	156484	Demi Ford Lincoln Mercury Inc	oil Change	701-43180-2210	201.56
03/12/2021	20210169	H & L Mesabi	Cutting Edges	701-43180-2210	4,033.42
03/12/2021	20210170	IFACS	cutting edge bolts & nuts	701-43180-2210	226.09
03/12/2021	20210182	Napa Auto Parts	Parts	701-43180-2210	196.52
03/12/2021	156507	Paul's Two-Way Radio Repair	Magnetic Mic Holder	701-43180-2210	139.80
03/12/2021	20210186	Sanco Equipment LLC	skidder breaker re-charge	701-43180-2210	165.60
03/12/2021	20210186	Sanco Equipment LLC	Skidder hammer repair	701-43180-2210	544.16
03/12/2021	20210189	Titan Machinery	Wiper Blades	701-43180-2210	105.84
03/12/2021	156515	Toppers Plus Inc	Springs	701-43180-2210	84.00
03/12/2021	20210191	Trenchers Plus Inc.	ring o matic parts	701-43180-2210	427.10
03/12/2021	20210197	Ziegler Inc	Roller Parts	701-43180-2210	98.96
Total 701431802210:					6,956.10
03/12/2021	20210190	Total Tool Supply Inc.	Tool freight charge	701-43180-2400	9.26
03/12/2021	20210192	U.S. Bank - CC	Wheels for scaffolding	701-43180-2400	87.96
Total 701431802400:					97.22

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
03/12/2021	20210192	U.S. Bank - CC	Monthly scan tool charge	701-43180-3100	149.00
Total 701431803100:					149.00
Total Central Garage Services:					7,409.93
<b>Property and Liability Insuran</b>					
03/12/2021	20210165	First National Insurance	Agency Fee	702-49955-3000	800.00
Total 702499553000:					800.00
Total Property and Liability Insuran:					800.00
<b>Equipment Replacement Fund</b>					
03/12/2021	156470	Ancom Communications Inc	radio	705-49920-5400	85.00
Total 705499205400:					85.00
03/12/2021	156519	Venture Products Inc	Parks Equipment - Ventrac	705-49970-5400	44,946.45
Total 705499705400:					44,946.45
Total Equipment Replacement Fund:					45,031.45
Grand Totals:					728,546.17

## Report Criteria:

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

<b>Title:</b>	APPROVE MNDOT AGENCY AGREEMENT FOR FEDERAL PARTICIPATION IN CONSTRUCTION ENGINEERING, CITY PROJECT NO. 2020-07		
<b>Meeting Date:</b>	March 16, 2021	<b>Agenda Item Number:</b>	<b>6C</b>
<b>Action:</b>	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	<b>Supporting Documents:</b>	Resolution 21-11 MNDOT Agreement
<b>Originating Department:</b>	Engineering	<b>Presented By:</b>	Consent Agenda
<b>Approved By City Manager:</b> <input checked="" type="checkbox"/>	<b>Proposed Action:</b> Motion to approve Resolution 21-11 Approving a MNDOT Agency Agreement for Federal Participation in Construction Engineering, City Project No. 2020-07		
<b>How does this item pertain to Vision 2030 goals?</b>	Creating high quality community assets		

**BACKGROUND:** The Federal Highway Administration (FHWA) has awarded up to \$80,000 in Highway Safety Improvement Program (HSIP) funds for construction engineering costs related to the TH 13 Safe Routes to School and Trail Improvements Project (City Project No. 2020-07). Those federal funds are administered by MNDOT and require an agreement with the City stipulating project terms and other conditions.

**BUDGET IMPACT:** By entering this agreement, the City agrees to the federal funding requirements and will receive up to \$80,000 for construction engineering costs associated with the TH 13 Trail Project.

**RECOMMENDATION:** Staff recommends the Waseca City Council approve Resolution 21-11 – Approving a MNDOT Agency Agreement for Federal Participation in Construction Engineering.



**RESOLUTION NO. 21-11**

**RESOLUTION APPROVING A MNDOT AGENCY AGREEMENT FOR FEDERAL PARTICIPATION IN CONSTRUCTION ENGINEERING FOR THE TH 13 SAFE ROUTES TO SCHOOL AND TRAIL IMPROVEMENTS PROJECT**

**WHEREAS**, the City of Waseca intends to complete the TH 13 Safe Routes to School and Trail Improvements Project ("Project"); and

**WHEREAS**, the Federal Highway Administration (FHWA) has awarded Highway Safety Improvement Program (HSIP) funding of up to \$80,000.00 for construction engineering costs related to the Project.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Waseca, Minnesota that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of the City of Waseca to accept as its Agent, federal aid funds which are made available for the Project.

**BE IT FURTHER RESOLVED**, by the City Council of the City of Waseca, Minnesota that the Mayor and City Manager are hereby authorized and directed for, and on behalf of, the City of Waseca to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in the "Minnesota Department of Transportation (MnDOT) Agency Agreement 1046407 for Federal Participation in Construction Engineering (State Project Number 172-010-004)", a copy of which said agreement was before the City Council and which is made a part hereof by reference.

Adopted this 16<sup>th</sup> day of March 2021.

---

R.D. SRP  
MAYOR

ATTEST:

---

MIKE ANDERSON  
ASSISTANT TO THE CITY MANAGER

**STATE OF MINNESOTA**  
**AGENCY AGREEMENT**  
**for**  
**FEDERAL PARTICIPATION IN CONSTRUCTION ENGINEERING**

**State Project Number:** 172-010-004

**MP:** HSIP 8120(251)

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

**RECITALS**

---

1. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government's agent to accept and disburse federal funds for the construction, improvement, or enhancement of transportation financed in whole or in part by federal funds, hereinafter referred to as the "Project"; and
2. The Local Government is proposing a federal aid project for construction engineering overseeing construction of 0.25 miles of multi-use bituminous trail near Trunk Highway 13 hereinafter referred to as the "Construction Engineering"; and The Catalog of Federal Domestic Assistance number or CFDA number is 20.205; and
3. The Construction Engineering is eligible for the expenditure of federal aid funds, and is identified in MnDOT records as State Project 172-010-004, and in Federal Highway Administration ("FHWA") records as Minnesota Project HSIP 8120(251); and
4. The CFDA number for this project is 20.205; and
5. These funds are not for research and development; and
6. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

**AGREEMENT TERMS**

---

**1. Term of Agreement**

- 1.1. **Effective Date.** This agreement will be effective upon execution by the Local Government and by appropriate State officials, pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for five (5) years from the effective date or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.

**2. Local Government's Duties**

- 2.1. **Designation.** The Local Government designates MnDOT to act as its agent to accept and disburse federal funds made available for the Project.
- 2.2. **Staffing.**

- 2.2.1. The Local Government will designate a publicly employed registered engineer, ("Project Engineer"), to be in responsible charge of the Project and to supervise and direct the work to be performed under any construction contract let for the Project. If Local Government elects to use a private consultant for engineering services, the Local Government will provide a qualified, full-time public employee of the Local Government, to be in responsible charge of the Project. The services of the Local Government to be performed pursuant to this agreement may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.
- 2.2.2. During the progress of the work on the Project, the Local Government authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the Local Government will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project.
- 2.2.3. The Local Government will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project.

**3. Pre-Award and Award.** The Local Government will follow the applicable Procurement Method for new contracts.

- 3.1. Competitive negotiation (qualifications-based selection). Local Government shall use the competitive negotiation method for the procurement of engineering and design related services when FAHP funds are involved in the contract, as specified in 23 U.S.C. 112(b)(2)(A).
  - 3.1.1. The Local Government will prepare request for proposals in accordance with Minnesota law and applicable Federal laws and regulations.
  - 3.1.2. The Local Government will solicit proposals for Construction Engineering after obtaining written notification from MnDOT that the FHWA has authorized the Project. Any Project advertised prior to authorization will not be eligible for federal reimbursement.
  - 3.1.3. The Local Government will prepare and publish the request for proposals and any addendums for the Project as required by state and federal laws. The Local Government will include in the solicitation the required language for federal-aid contracts as supplied by MnDOT. The solicitation will state where the Local Government will receive the sealed proposals.
  - 3.1.4. The Local Government may not include other work in the contract for the authorized Project without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project.
  - 3.1.5. The Local Government will receive, open, and evaluate proposals in accordance with the requirements of the Brooks Act. After the selecting the highest ranked firm, the Local Government will prepare an independent agency estimate of the Construction Engineering and enter into negotiations for a contract that is fair and reasonable to the Federal Government. The negotiation with the highest ranked firm will establish elements of contract costs, accepting indirect cost rate(s) for application to contracts, and assuring consultant compliance with the Federal cost principles in accordance with § 172.11. Subconsultant agreements must contain all required contract provisions, assurances, and certifications in accordance with § 172.9.
  - 3.1.6. If the Local Government is unable to negotiate a satisfactory contract with the highest ranked firm, the Local Government must undertake negotiations with the next highest ranked firm, continuing the

process until a contract agreement for fair and reasonable compensation is reached. Section 172.7(a)(1)(iv)(E)

- 3.1.7. The Local Government will verify suspension and debarment actions and eligibility of consultants, as specified in 2 CFR part 1200 and 2 CFR part 180; The Local Government will then evaluate interests, qualifications, or proposals and the ranking/selection of each eligible consultant.
- 3.1.8. If the proposal contains a goal for Disadvantaged Business Enterprises, the Local Government will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Office of Civil Rights.
- 3.1.9. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.
- 3.1.10. The Local Government entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass through entity in accordance with applicable Federal awarding agency policy
- 3.1.11. Local Government may not execute a contract in excess of \$50,000 with a third-party consultant or subcontractor for construction engineering, as determined by MnDOT, unless MnDOT has conducted a pre-award audit on the third-party consultant or subcontractor. Local Government may incorporate any recommendations resulting from MnDOT's pre-award audit into Local Government's contract with the third-party consultant or subcontractor. Costs for these services must be reasonable in relation to the services rendered. At any time during the Agreement or during the final audit, MnDOT may audit and adjust the costs charged for such services in accordance with 2 CFR 200.459. If Local Government has questions or is concerned that the costs charged for such services may not be reasonable, Local Government should contact MnDOT's authorized representative for guidance.
- 3.2. Small Purchases. Local Government may use the small purchase procedures that reflect applicable State laws and regulations for the new contracts procuring engineering and design related services provided the total contract costs do not exceed the Federal simplified acquisition threshold (as defined in 48 CFR 2.101). When a lower threshold for use of small purchase procedures is established in State law, regulation, or policy, the lower threshold shall apply to the use of FAHP funds.
  - 3.2.1. The Local Government will prepare the scope of work, project phases, and contract requirements and shall not break these down into smaller components merely to permit the use of small purchase procedures.
  - 3.2.2. The Local Government will provide a minimum of three consultants to satisfy the adequate number of qualified sources reviewed. In instances where only two qualified consultants respond to the solicitation, the Local Government may proceed with evaluation and selection if it is determined that the solicitation did not contain conditions or requirements which arbitrarily limited competition. Alternatively, a Local Government may pursue procurement following the noncompetitive method when competition is determined to be inadequate and it is determined to not be feasible or practical to re compete under a new solicitation as specified in § 172.7(a)(3)(iii)(C).
  - 3.2.3. The Local Government will negotiate contract costs in accordance with small purchase procedures; however, the allowability of costs shall be determined in accordance with the Federal cost principles.
  - 3.2.4. The Local Government will verify the full amount of any contract modification or amendment will not cause the total contract amount to exceed the established simplified acquisition threshold is ineligible for Federal-aid funding. The FHWA may withdraw all Federal-aid from a contract if it is modified or amended above the applicable established simplified acquisition threshold.
- 3.3. Non Competitive. The following requirements shall apply to the noncompetitive procurement method for new contracts:

- 3.3.1. The Local Government may use its own noncompetitive procedures that reflect applicable State and local laws and regulations and conform to applicable Federal requirements.
- 3.3.2. The Local Government shall establish a process to determine when noncompetitive procedures will be used and shall submit justification to, and receive approval from FHWA before using this form of contracting.
- 3.3.3. The Local Government may award a contract by noncompetitive procedures under the following limited circumstances:
  - (a) The service is available only from a single source;
  - (b) There is an emergency which will not permit the time necessary to conduct competitive negotiations; or
  - (c) After solicitation of a number of sources, competition is determined to be inadequate.
  - (d) Contract costs may be negotiated in accordance with Local Government noncompetitive procedures; however, the allowability of costs shall be determined in accordance with the Federal cost principles.
- 3.4. Contract Administration. The Local Government will monitor the consultant's work and compliance with the terms, conditions, and specifications of the contract.
  - 3.4.1. The Local Government will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
  - 3.4.2. The Local Government will prepare reports, keep records, and perform work so as to enable MnDOT to collect the federal aid sought by the Local Government. The Local Government will retain all records and reports in accordance with MnDOT's record retention schedule for federal aid projects.
  - 3.4.3. Upon completion of the Project, the Project Engineer will determine whether the work will be accepted.
  - 3.4.4. The Local Government will determine the extent to which the consultant, which is responsible for the professional quality, technical accuracy, and coordination of services, may be reasonably liable for costs resulting from errors and omissions in the work furnished under its contract;
  - 3.4.5. The Local Government will assess administrative, contractual, or legal remedies in instances where consultants violate or breach contract terms and conditions, and providing for such sanctions and penalties as may be appropriate; and
  - 3.4.6. The Local Government will resolve disputes in the procurement, management, and administration of engineering and design related consultant services.
  - 3.4.7. The Local Government will prepare a consultant's performance evaluation when services are completed and using such performance data in future evaluation and ranking of consultant to provide similar services.
  - 3.4.8. The Local Government will close out the contract once the evaluation is completed.
  - 3.4.9. The Local Government must comply with all applicable Federal, State, and local laws, ordinances, and regulations.

#### **4. MnDOT's Duties**

- 4.1. **Acceptance.** MnDOT accepts designation as Agent of the Local Government for the receipt and disbursement of federal funds and will act in accordance herewith.
- 4.2. **Project Activities.** MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project, and for reimbursement of eligible costs pursuant to the terms of this agreement.
- 4.3. **Authority.** MnDOT may withhold federal funds, if MnDOT or the FHWA determines that the Project was not completed in compliance with federal requirements.

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

## 5. Time

- 5.1. The Local Government must comply with all the time requirements described in this agreement. In the performance of this agreement, time is of the essence
- 5.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). **No work completed** after the **end date** will be eligible for federal funding. Local Government must submit all contract close out paperwork to MnDOT, twenty four months prior to the **end date**.

## 6. Payment

- 6.1. The estimated cost of the Construction Engineering is \$80,000.
- 6.1.1. It is anticipated that 100% (up to \$ 80,000) of the cost of the Construction Engineering will be paid from federal funds made available by the FHWA. The Local Government will pay any part of the cost or expense of the work that the FHWA does not pay.
- 6.1.2. Any costs incurred by the Local Government prior to authorization of the Federal Funds, will not be eligible for federal participation.
- 6.1.3. Eligible cost and expense, if approved, may consist of the following:
- (a) The cost of performing construction inspection and oversight, construction surveying and other professional services related to construction of the proposed trail.
  - (b) The cost incurred by the Local Government to employ outside forces to perform any or all of the work pursuant to this agreement, subject to the provisions of section I.D. SUBLETTING.
- 6.1.4. Expenditures for general administration, supervision, maintenance and other overhead or incidental expenses of the Local Government are not eligible for federal participation.
- 6.1.5. Acceptability of costs under this agreement will be determined in accordance with the cost principles and procedures set forth in the applicable Federal Acquisition Regulations, Contract Cost Principles and Procedures, 48 Code of Federal Regulations (CFR) 31 which is incorporated by reference and made a part of this agreement.
- 6.1.6. For costs expected to exceed \$80,000, the Local Government must request the preparation and execution of a supplement to this agreement, prior to incurring such costs.
- 6.2. **Cost.** The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the Local Government. The Local Government will pay any part of the cost or expense of the Project(s) that is not paid by federal funds. MnDOT will receive the federal funds to be paid by the FHWA for the Project, pursuant to Minnesota Statutes § 161.36, Subdivision 2. MnDOT will review and certify each partial pay request. Following certification of the partial estimate, MnDOT will reimburse the Local Government, from said federal funds made available to the Project, for each partial payment request, subject to the availability and limits of those funds
- 6.2.1. The Local Government may request partial payments not more than once each thirty (30) days. The Project Engineer will certify the amount of each partial estimate.
- 6.2.2. The invoice and supplements thereto, will contain all details that may be necessary for a proper audit. Such details will consist of at least the following:

- (a) A breakdown of labor by individual, classification, dates and hours worked times the applicable rate to arrive at a total dollar amount for each individual.
- (b) The labor additive may be applied to total labor dollars, not including overtime labor dollars.
- (c) The equipment charges must be broken down by type of equipment times the applicable rate and dates used to arrive at total equipment charges.
- (d) A detailed breakdown of outside services used and supporting invoices and documentation that costs of outside services have been paid.
- (e) Detail for materials, supplies, and other items with the description, units, and unit prices included in the invoice. If materials or supplies are purchased from an outside source, a copy of that invoice should be included.
- (f) The invoices will include 100% of eligible charges applicable to the Construction Engineering so that the prorata share of federal and Local Government participation can be applied to the total costs.

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

6.2.4. Reimbursement of costs under this agreement will be based on actual costs, but limited to eligible items.

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

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

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

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

6.4.3. Following certification, by the Project Engineer, of the final estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records. MnDOT will review and certify the final payment request with a final audit.

6.4.4. No more than 90% of the reimbursement due under this agreement will be paid until completion of the final audit and approval by MnDOT's authorized representative

6.4.5. Upon completion of the Project(s), MnDOT will perform a final inspection and verify the federal and state eligibility of all the payment requests. If the Project is found to have been completed in accordance with the plans and specifications, MnDOT will promptly release any remaining federal

funds due the Local Government for the Project(s). If MnDOT finds that the Local Government has been overpaid, the Local Government must promptly return any excess funds

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

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

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

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

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

## 8. Authorized Representatives

8.1. MnDOT's Authorized Representative is:

Name: Rachel Broughton, or her successor.

Title: State Aid, Special Projects

Phone: 612-427-3907

Email: rachel.broughton@state.mn.us

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

8.2. The Local Government's Authorized Representative is:

Name: Nate Willey, or his successor.

Title: Director of Engineering

Phone: 507-835-9716

Email: NateW@ci.waseca.mn.us



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

## **9. Assignment Amendments, Waiver, and Agreement Complete**

- 9.1. **Assignment.** Neither party will assign or transfer any rights or obligations under this agreement without prior written approval of the other party.
- 9.2. **Amendments.** Any amendments/supplements to this Agreement must be in writing and be executed by the same parties who executed the original agreement, or their successors in office.
- 9.3. **Waiver.** If MnDOT fails to enforce any provision of this agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.
- 9.4. **Agreement Complete.** This agreement contains all negotiations and agreements between MnDOT and the Local Government. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 9.5. **Severability.** If any provision of this Agreement or the application thereof is found invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.

## **10. Liability and Claims**

- 10.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
- 10.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. The Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project, including reasonable attorney fees incurred by MnDOT. The Local Government's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

## **11. Audits**

- 11.1. Under Minn. Stat. § 16C.05, Subd.5, the Local Government's books, records, documents, and accounting procedures and practices of the Local Government, or other party relevant to this agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.
- 11.2. The Local Government will comply with the Single Audit Act of 1984 and Office of Management and Budget (OMB) circular A-133 including amendments and successors thereto, which are incorporated herein by reference.
- 11.3. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.475 will be used to determine whether costs are eligible for reimbursement under this agreement.
- 11.4. If Local Government expends \$750,000 or more in Federal Funds during the Local Government's fiscal year,

the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

- 12. Government Data Practices.** The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by MnDOT under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Local Government or MnDOT.
- 13. Workers Compensation.** The Local Government certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will not be considered MnDOT employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way MnDOT's obligation or responsibility.
- 14. Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- 15. Termination; Suspension**
  - 15.1. Termination by MnDOT.** MnDOT may terminate this agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
  - 15.2. Termination for Cause.** MnDOT may immediately terminate this agreement if MnDOT finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
  - 15.3. Termination for Insufficient Funding.** MnDOT may immediately terminate this agreement if:
    - 15.3.1. MnDOT does not obtain funding from the Minnesota Legislature; or
    - 15.3.2. Funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.
  - 15.4. Suspension.** MnDOT may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.
- 16. Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and

state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.

- 17. Fund Use Prohibited.** The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.
- 18. Discrimination Prohibited by Minnesota Statutes §181.59.** The Local Government will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.
- 19. Appendix II 2 CFR Part 200 Federal Contract Clauses.** The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third party contractors, as applicable. In addition, the Local Government shall have the same meaning as "Contractor" in the federal requirements listed below.

  - 19.1.1. Remedies.** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
  - 19.1.2. Termination.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
  - 19.1.3. Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
  - 19.1.4. Davis-Bacon Act, as amended.** (40 U.S.C. 3141-3148) When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as

supplemented by Department of Labor regulations (29 CFR 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- 19.1.5. **Contract Work Hours and Safety Standards Act.** (40 U.S.C. 3701-3708) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 19.1.6. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 19.1.7. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued under the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 19.1.8. **Debarment and Suspension.** (Executive Orders 12549 and 12689) A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235),

“Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

19.1.10. **Procurement of Recovered Materials.** See 2 CFR 200.322 Procurement of Recovered Materials.

19.1.11. **Telecommunication Certification.** By signing this agreement, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Contractor will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses “covered telecommunications equipment or services” (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.

19.2. **Drug-Free Workplace.** In accordance with 2 C.F.R. § 32.400, the Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.

19.3. **Nondiscrimination.**

19.3.1. The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, disability, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance. The specific requirements of the Department of Transportation Civil Rights assurances (required by 49 C.F.R. §§ 21.7 and 27.9) can be found at [https://edocs-public.dot.state.mn.us/edocs\\_public/DMResultSet/download?docId=11149035](https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035) and are incorporated in the agreement.

19.3.2. It is the policy of the FHWA and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies, is expected to take affirmative action to assure that no person is excluded from participation in, or is

denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the Local Government to carry out the above requirements.

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

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

- a. Reporting of Total Compensation of the Local Government's Executives.
- b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:
  - i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).

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

- c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
    - i. Salary and bonus.
    - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
    - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
    - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
    - v. Above-market earnings on deferred compensation which is not tax qualified.
- 19.4.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- 19.4.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this agreement is awarded.
- 19.4.4. The Local Government will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each project. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>
- 19.4.5. The Local Government's failure to comply with the above requirements is a material breach of this agreement for which the MnDOT may terminate this agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

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

**CITY OF WASECA**

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

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

Title: Mayor, City of Waseca

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

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

Title: City Manager

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

**DEPARTMENT OF TRANSPORTATION**

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

Title: State Aid Engineer

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

**OFFICE OF FINANCIAL MANAGEMENT**

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

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

**COMMISSIONER OF ADMINISTRATION**

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

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



<b>Title:</b>	APPROVAL AND SUPPORT OF MINNESOTA DNR OUTDOOR RECREATION GRANT SUBMISSION		
<b>Meeting Date:</b>	3-16-2021	<b>Agenda Item Number:</b>	<b>6D</b>
<b>Action:</b>	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	<b>Supporting Documents:</b>	Preliminary Design
<b>Originating Department:</b>		<b>Presented By:</b>	Park Superintendent
<b>Approved By City Manager:</b> <input checked="" type="checkbox"/>	<b>Proposed Action:</b> Motion to authorize City Staff to apply for the MN Department of Natural Resources Outdoor Recreation Grant to secure funding of this project on behalf of the Park Department.		
<b>How does this item pertain to Vision 2030 goals?</b>	Create High Quality Community Assets		

**BACKGROUND:** The Clear Lake Park project includes playground replacement and installation of an accessible fishing pier. The existing playground includes an aging 1992 play structures that have become a safety concern. The current playground has minimal points of entry and very limited access for users with reduced abilities. The new playground will incorporate an inclusive experience which allows play for all. Providing everyone the opportunity to play, regardless of their ability. There will be designated areas for children ages 5-12 and 2-5, by dividing these areas it provides a more enjoyable experience for children of all ages. The new playground will include accessible routes throughout the play area, as well as adequate rest and/or picnic areas for those looking to enjoy a full day at the park. It is the Park Departments priority to provide park users with a magical experience by including a wide range of equipment and accessible connections in the playground system.

The very popular Clear Lake provides a variety of fish species and holds a reputation as one of the best lakes in Southern Minnesota. The fishing pier will be an excellent addition to Clear Lake Park. There are many anglers who visit Clear Lake for shoreline fishing, but there is also a demand for accessible shoreline fishing options. Clear Lake Park provides adequate parking, safe and accessible routes, restrooms, and picnic areas for all users. Included in this project would be the installation of an ADA 84' T-Fishing Pier.

The Park Board believes Clear Lake Park should be preserved as a destination park for the community. This is an opportunity for the community to come together and provide the children and families of Waseca a destination playground. The improvements of a new playground and fishing pier will also draw Waseca residents and those from outside of the community to use the other park amenities that are located within Clear Lake park.

**BUDGET IMPACT:** MN DNR Outdoor Recreation Grants are reimbursed based up to 50 percent of the total eligible costs. The maximum grant award is \$250,000. The local share can consist of cash or the value of materials, labor, and equipment usage by the local sponsor or by donations or any combination thereof.

- The playground replacement:
  - Design and Play Equipment
  - ADA concrete sidewalk and edging materials
  - ADA playground safety surfacing
  - (2) professional installers of playground equipment
  - Total Project Cost: \$356,159.72 with professional installation
- 84' T-Fishing Pier
  - \$31,490 fishing pier
  - \$5,000 (site prep, concrete sidewalk materials, and installation)
  - Total cost of \$36,490
- Total project cost: \$392,649.72
  - City of Waseca 50% match: \$196,324.86 – Funds would be allocated from the City of Waseca Capital Improvements
  - MN DNR 50% match: \$196,324.86

**ALTERNATIVES CONSIDERED:**

- Grant Timeline:
  - Grant application due March 31, 2021
  - Grants noticed and awarded Summer 2021
  - Grant Project Summer/Fall 2022
  - Grant work must be completed by June 30, 2023
- The preliminary budget provided by Flagship Recreation is considered under state contract pricing.
- During the March 2, 2021 Park Board meeting, the board provided a motion of approval for City staff to submit the MN DNR Outdoor Recreation Grant.

**RECOMMENDATION:** Staff recommends the Waseca City Council authorize City Staff to apply for the MN Department of Natural Resources Outdoor Recreation Grant for funding of this project.





































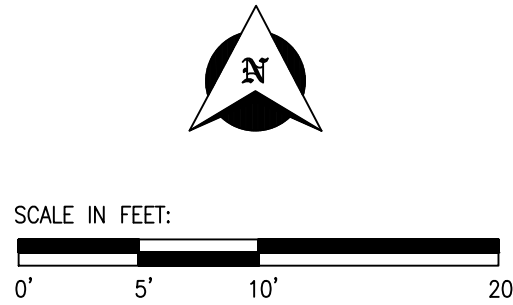




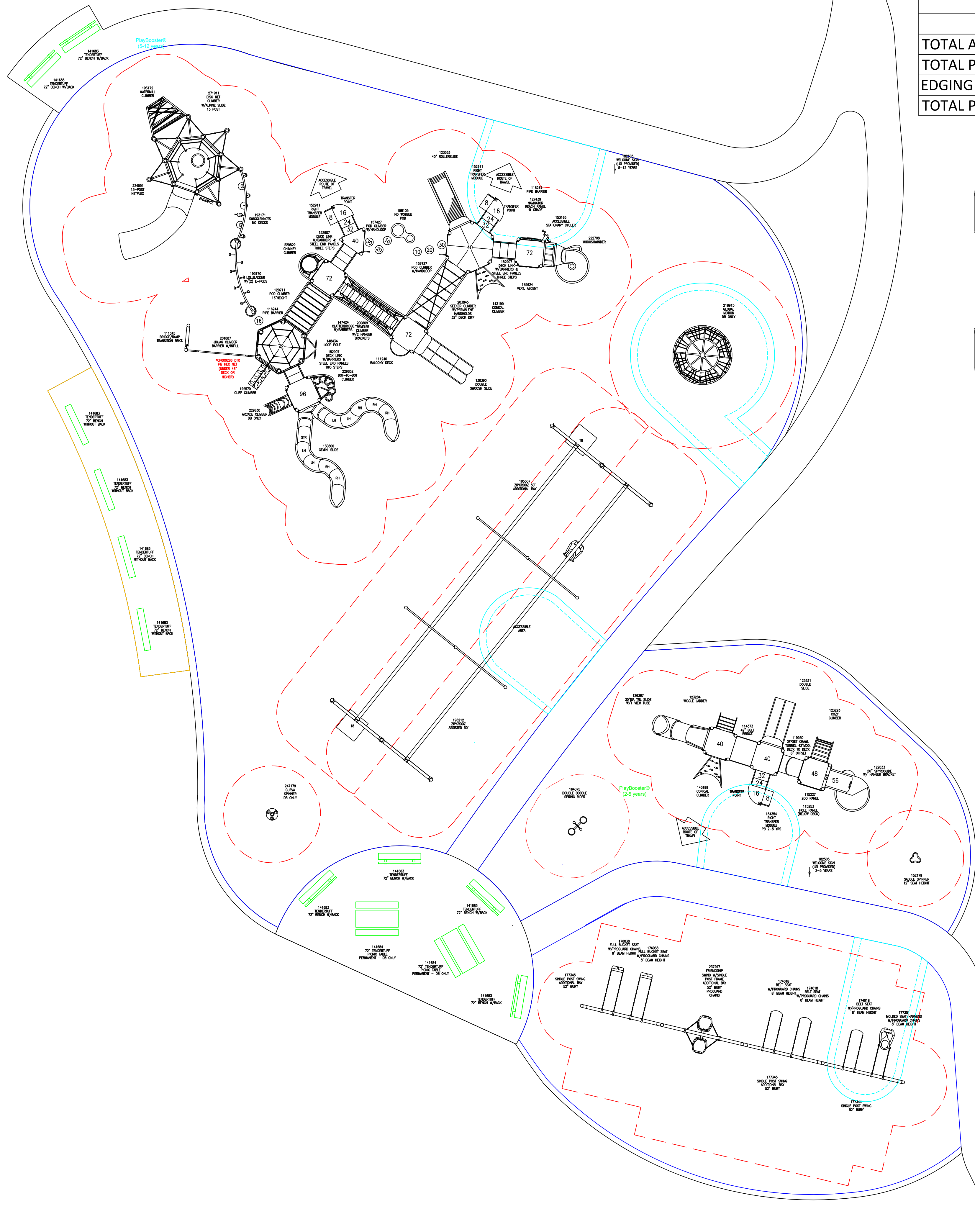








Estimated manufacturing time:  
6 weeks from the time of  
LSI order acceptance, or receipt of  
SkyWays release of fabrication  
form if applicable.



## CONTAINER DETAILS

	SWINGS	2-5	5-12
TOTAL AREA	2004 SF	1775 SF	8319 SF
TOTAL PERIMETER	170 LF	185 LF	368 LF
EDGING TYPE	CONCRETE BY OTHERS		
TOTAL PIP	229 SF	160 SF	853 SF

### 2-5 AREA

TOTAL ELEVATED PLAY COMPONENTS	8		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	8	REQUIRED	4
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	5	REQUIRED	3
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	4	REQUIRED	4

### 5-12 AREA

TOTAL ELEVATED PLAY COMPONENTS	19		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	16	REQUIRED	10
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	11	REQUIRED	6
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	8	REQUIRED	8



FLAGSHIP RECREATION  
11123 UPPER 33RD ST N  
LAKE ELMO, MN 55082  
763-550-7860  
FLAGSHIPPLAY.COM  
@FLAGSHIPPLAY



THIS PLAY AREA & PLAY EQUIPMENT IS  
DESIGNED FOR AGE RANGES AS NOTED  
ON PLAN.

CLEAR LAKE PARK  
PLAYGROUND

1000 8TH AVENUE  
WASECA, MN

SALES  
REPRESENTATIVE:  
BAILEY WOLF

DESIGNED BY:  
ELM  
3/11/21

1/8" = 1'-0"

SHEET

LS102

**RESOLUTION 21-05:**  
**City Resolution on Paying LGA on Time and In Full**  
City of Waseca  
State of Minnesota

WHEREAS, Minnesota's cities are on the front lines of the COVID-19 response and need to be strong to provide services to support the economic recovery; and,

WHEREAS, Local Government Aid (LGA) is an essential aid program to Minnesota cities, helping to restrain local property taxes; and,

WHEREAS, LGA helps cities pay for critical needs and services such as public safety, street maintenance & repairs, parks and trails, economic development and housing; and,

WHEREAS, the \$564 million LGA appropriation in 2021 represents just 2.2% of the state's general fund; and,

WHEREAS, Minnesota cities continue to face financial challenges and state mandates that impact their ability to provide basic services to their citizens; and,

WHEREAS, LGA was designed to assist many cities in providing the basic quality-of-life services that all Minnesotans should have access to; and,

WHEREAS, the most important thing the Minnesota Legislature can do this session to keep cities strong and healthy is to ensure that LGA is paid on time and in full; and,

WHEREAS, reductions to LGA would force the City to examine the services such as police, fire, street maintenance, code enforcement, and recreational programming as well as the administrative services required to properly manage and account for all public services.

THEREFORE, BE IT RESOLVED that the City Council of Waseca, Minnesota urges through this Resolution to its lawmakers that the state resolve the state budget for 2022-2023 without reductions to Local Government Aid; and,

BE IT FURTHER RESOLVED that this resolution be transmitted to Senator John Jasinski, Representative John Petersburg, Speaker of the House Melissa Hortman, Senate Majority Leader Paul Gazelka, House Minority Leader Kurt Daudt, Senate Minority Leader Susan Kent, and Governor Tim Walz.

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

Attest:

\_\_\_\_\_  
Mike Anderson  
Assistant to the City Manager