

REGULAR WASECA CITY COUNCIL MEETING
TUESDAY, MAY 7TH, 2024, 7:00 PM
AGENDA

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

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

5. REQUESTS AND PRESENTATIONS
 - A. None
6. CONSENT AGENDA
 - A. Minutes: Council Meeting & Work session – April 16th, 2024
 - B. Minutes: Local Board of Appeals and Equalization (LBAE) Meeting – April 15th, 2024
 - C. Payroll & Expenditures
 - D. Premises Extension- Box Car Bar July 26-27
 - E. Set Public Hearing for Hospital Sewershed Facility Plan Amendment Resolution No. 24-29
 - F. Set Public Hearing on Ordinance 1111 Mobile Food Vending
 - G. Set Public Hearing on Ordinance 1112 Specialized Vehicles
 - H. Resolution No. 24-24: Report of Bids & Award for the 11th Ave NW Rehabilitation Project (City Project No. 2024-02)
 - I. Resolution No. 24-26: Local Road Improvement Program (LRIP) Grant Agreement for the 11th Ave NW Rehabilitation Project (City Project No. 2024-02)
 - J. Resolution No. 24-31: Report of Bids & Award for the 2024 Crack Seal/Seal Coat Project (City Project No. 2024-03)
 - K. Memorandum of Agreement (MOA) International Union of Operating Engineers, Local 70.
7. ACTION AGENDA
 - A. Special Assessments for the 11th Ave NW Rehabilitation Project (City Project No. 2024-02)
8. REPORTS
 - A. City Manager's Report
 - B. Commission Reports
 - C. Latest Approved Board and Commission Minutes
9. ANNOUNCEMENTS
10. ADJOURNMENT

**MINUTES
WASECA CITY COUNCIL
WORK SESSION
TUESDAY, APRIL 16, 2024, 6:00 P.M.**

CALL TO ORDER

The Waseca City Council Work Session began at 6:00 p.m.

ROLL CALL

Councilmembers Present: Mayor, Randy Zimmerman
Jeremy Conrath
John Mansfield
Daren Arndt
Mark Christiansen
James Ebertowski
Stacey Schroeder (arrived 6:10)

Staff Present: Carl Sonnenberg, City Manager
Alicia Fischer, Finance/Human Resources Director
Julia Hall, City Clerk

City Attorney: Chris Kennedy

PURPOSE

Discuss proposed Ordinance 1112- Specialized Vehicles in the City of Waseca.

CONVERSATION

- City Manager Carl Sonnenberg discussed the proposed Ordinance 1112 for Specialized Vehicles.

This being a conversation with no action items, the work session adjourned at 6:31 p.m.

MARK CHRISTIANSEN
MAYOR PRO TEM

MICHELLE MURPHY
ADMINISTRATIVE ASSISTANT

WHEREAS, child abuse is a serious and growing problem affecting more than 3.2 million of our nation's children annually and 100's of children locally; and
 WHEREAS, this societal malignancy called child abuse respects no racial, religious, class, or geographical boundaries, and, in fact, has been declared a national emergency; and
 WHEREAS, the Waseca Exchange Club through its support of parent-aide programs, parenting classes, educational programs, and community service activities, is making significant progress in stopping this crime against families and children;
 NOW, THEREFORE, we the City Council of Waseca, hereby proclaim that the entire month of April shall be observed as Child Abuse Prevention Month in the City of Waseca, and we urge all citizens to use this time to better understand, recognize, and respond to this grievous problem;
 AND, FURTHER, we congratulate the Waseca Exchange Club for its continued success in helping families break free from the cycle of child abuse.
 ADOPTED this 16th day of April 2024 by Randy Zimmerman, Mayor of Waseca, Waseca, Minnesota

ACTION AGENDA

7. A. Chris Kennelly from Waseca Real Estate Fund explained that they are redesigning their plans because the bids were slightly higher than projected.
 Jessica Green from Northland Public Finance explained how Tax Increment Finance (TIF) works. Public Hearing for Modification on Tax Increment Financing (TIF) District (Housing) No. 1-29 (Marketplace) Opened at 7:38 p.m.
 Councilmember Mansfield made the motion to table the public hearing until the May 21st, 2024, council meeting. Seconded by Arndt. Motion carried 7-0.
- B. Public Hearing for Ordinance 1114, the sale of City Owned Property-Marketplace. Opened at 7:39 p.m. Councilmember Conrath made the motion to table the public hearing until the May 21st, 2024, council meeting. Seconded by Arndt. Motion carried 7-0.
- C. Councilmember Christiansen made a motion to adopt Ordinance 1115: Floodplain Management Ordinance Correction. Seconded by Schroeder. Motion carried 7-0.

REPORTS

8. A. City Manager's Report:
 1.
 - None
- B. Commission Reports:
 1. Planning Commission: Councilmember Arndt reported:
 - Went over the proposed sale of the Economic Development Authority (EDA) property at 513 East Elm Avenue.
 - The comprehensive plan update has been postponed until August 13th with the new city staff.
 - There is an opening on the Planning Commission if anyone is interested, apply.
 2. Park Board: Councilmember Christiansen reported:
 - Pickleball Courts are being revamped, expected to be completed in August
 - Clear Lake Park frontage road is getting paved
 - 8th Ave project to begin soon
 - Electricity will be done by Lakefest
 - Cameras are in the parks
 - University Park estimate for overlay

- Southview trail replacement
 - The Emerald Ash Borer project is still ongoing, planting 30 trees in 2024 and 2025
 - New grass on the east side of Dog Park
 - Will be an event August 2nd at the Dog Park
 - Continue the discussion of Maplewood Park
 - Research the history of Maplewood Park
 - Walkway ideas- talking with Stantec about ideas
 - Waterpark- Madison Gilmore is doing lifeguard training. Water park is looking to open June 1st.
 - Tink Larson Community Field was ready for the home opener.
 - Water is being turned on in the parks.
 - Lakes & Parks clean-up is April 20th at 9:00 a.m. at Maplewood Park. If you can not make it, please contact Mark Christiansen for areas to clean.
3. Economic Development Authority: Councilmember Ebertowski reported:
- Set a public hearing to sell the property at 513 Elm Ave.
 - Authorized signatures for Barney's Drive-In loan agreement
 - Loan modification for Harty Manufacturing
 - Reviewed one application for the two open seats on the EDA, look more into that on the May 8th meeting.
4. Tourism Board Councilmember Schroeder reported:
- Two new members
 - QR codes will be at local businesses.
 - Approve funding for the fair "free stage."
 - Redefining subcommittee assignments

ANNOUNCEMENTS

9. A. Councilmember Christiansen:
- Attended the Community Education Meeting on April 15th. Would like to know where in the process the agreement with them is.
 - Brochure for Community Education has been released.
 - Working on a new website
 - Field trips for the summer are scheduled.
 - Registration for preschool is going well.
 - Their next meeting will be on May 20th at 5:00 pm.
 - Would like residential parking placed on the next council agenda.
 - Asked for clarification on what will be going into the EDA property at 513 Elm. It will be a commercial kitchen for a small business.
 - Cars parking on sidewalks. If the public right of way would be the Police Department if, on private lots, it would be code enforcement.
 - Leaf pick-up begins May 6th.
- B. Councilmember Conrath:
- Three weeks until the next Council Meeting.
- C. Councilmember Schroeder:
- Noticed many people outside using parks and trails over the weekend.
 - Met a couple who were impressed with how nice and tidy Waseca is.
 - Check in with your friends and neighbors. If you can give a smile.
- D. Mayor Zimmerman

- Lost a classmate the morning of the meeting. Thoughts with their family.
- The Art Council will have Arts on the Avenue on June 22nd.

ADJOURNMENT

10. There being no further business to be brought before the Council, Councilmember Arndt moved to adjourn the meeting at 8:12 p.m., seconded by Schroeder. Motion carried 7-0.

MARK CHRISTIANSEN
MAYOR PRO TEM

MICHELLE MURPHY
ADMINISTRATIVE ASSISTANT

**MINUTES
LOCAL BOARD OF APPEAL and EQUALIZATION
BOARD OF REVIEW
MONDAY, APRIL 15, 2024**

1. CALL TO ORDER/ROLL CALL

Mayor Pro Tem Mark Christiansen called the City of Waseca Board of Review to order at 7:00 p.m.

Councilmembers Present: Mayor Randy Zimmerman (7:02 arr)
Daren Arndt
Mayor Pro Tem Mark Christiansen
Jeremy Conrath
James Ebertowski
John Mansfield
Stacey Schroeder

Staff Present: Carl Sonnenberg, City Manager
Julia Hall, City Clerk

Others Present: Brock Nelson, AMA, Waseca County Assessor
Cheryl Clevenger, AMA Lead County Appraiser
Patrick Dunn, Waseca County Appraiser
Sherry Root, Waseca County Appraiser
Virginia Wenisch, Assessment Technician

Mayor Pro Tem Christiansen explained the purpose of the Board of Review meeting and informed those present that only appeals for the current year's valuation or classification can be made. The appeal must be substantiated by facts. Property owners may only appeal the estimated market value (EMV),

2. HEARING OF PROPERTY OWNERS

A. There was one property owner present at the meeting.

CURTIS BERRY/BERRY FAMILY LLC

Property located at 1501 4th Street SW Parcel ID. #17.616.0050

Curtis Berry brought statistics of local industrial buildings he saw as comparable to his building. He questioned the valuation of the overall property due to the additional buildings on the property that have minimal value.

Brock Nelson, Waseca County Assessor, agreed to the lesser value of the additional shed buildings after his review.

Carl Sonnenberg, City Manager, confirmed that there is a current tax abatement on the property. Mr. Berry had not had time to review the current tax abatement. Staff will provide him with a copy.

Council member Christiansen made the motion to pass the property to the county for their next meeting, giving Berry Family LLC. time to review the abatement to determine if they would like to proceed with the process. Seconded by Ebertowski. The motion carried 6-0 (Council member Arndt abstained due to employment conflict).

3. ADJOURNMENT

There being no further business, Council member Arndt made a motion to adjourn the Board of Review meeting, seconded by Council member Mansfield, at 7:18 p.m. The Motion carried 7-0.

MARK CHRISTIANSEN
MAYOR PRO TEM

MICHELLE MURPHY
ADMINISTRATIVE ASSISTANT

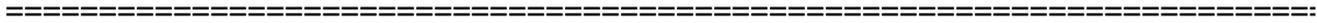
Mural Fischer

6C

LIST OF EXPENDITURES



May 7, 2024



City Council	4,250.00
Streets	27,771.05
Parks	11,507.02
Wastewater	12,723.24
Utility Administration	15,283.46
Utility Offices	16,863.29
Electric	32,279.02
Water	10,585.14
Building and Code Compliance	1,547.79
Police	148,026.56
Administration	0.00
Community Aides	813.96
Fire	23,699.94
Paid On Call Fire Department	4,981.91
PEG	565.67
Election Judges	0.00
Finance	27,414.84
Community Development	4,842.14
Engineering	36,885.01
Recreation	5,739.88
Econ Development	6,761.40

Total Gross Payroll 392,541.32

*Less- Payroll Deductions (153,582.66)

Net Payroll Cost \$ 238,958.66

*These costs are included in Accounts Payable totals below

Accounts Payable

Utility deposit refunds dated:

Includes check #'s

Expenditures dated:

April 12, 2024-May 02, 2024

Includes check #'s 160361-160428

Bank ACH Withdrawals..... 1,232,641.37

GRAND TOTAL EXPENDITURES \$ 1,471,600.03

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
General Fund					
05/02/2024	160382	City of Waseca	Water Park Start Up	101-10300-0000	650.00
Total 101103000000:					650.00
04/30/2024	42429	Quadient Finance	Postage	101-15510-0000	1,000.00 M
Total 101155100000:					1,000.00
05/02/2024	160405	MN Sales and Use Tax Payable	Sales and Use Tax	101-20210-0000	130.96
Total 101202100000:					130.96
04/18/2024	42422	ACH Internal Revenue Service	FEDERAL WITHHOLDING TAX Pay Period: 4/14/2024	101-21701-0000	21,706.24 M
05/01/2024	52405	ACH Internal Revenue Service	FEDERAL WITHHOLDING TAX Pay Period: 4/28/2024	101-21701-0000	19,935.83 M
Total 101217010000:					41,642.07
04/17/2024	42418	MN Department of Revenue	STATE WITHHOLDING TAX Pay Period: 4/14/2024	101-21702-0000	10,356.73 M
05/01/2024	52401	MN Department of Revenue	STATE WITHHOLDING TAX Pay Period: 4/28/2024	101-21702-0000	9,960.85 M
Total 101217020000:					20,317.58
04/18/2024	42422	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 4/14/2024	101-21703-0000	9,121.44 M
04/18/2024	42422	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 4/14/2024	101-21703-0000	9,121.44 M
05/01/2024	52405	ACH Internal Revenue Service	SS EE adjustment - J. Hines	101-21703-0000	447.58- M
05/01/2024	52405	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 4/28/2024	101-21703-0000	8,278.83 M
05/01/2024	52405	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 4/28/2024	101-21703-0000	8,278.83 M
05/01/2024	52405	ACH Internal Revenue Service	SS ER adjustment - J. Hines	101-21703-0000	447.58- M
Total 101217030000:					33,905.38
04/18/2024	42419	Public Employees Retirement Assn (ACH	PERA COORD Emplr 1% Pay Period: 4/14/2024	101-21704-0000	1,354.13 M
04/18/2024	42419	Public Employees Retirement Assn (ACH	PERA COORDINATED Employee Pay Period: 4/14/2024	101-21704-0000	8,801.57 M
04/18/2024	42419	Public Employees Retirement Assn (ACH	PERA POLICE Employee Pay Period: 4/14/2024	101-21704-0000	9,184.63 M
04/18/2024	42419	Public Employees Retirement Assn (ACH	DEF CONTRIBUTION/EMPL Pay Period: 4/14/2024	101-21704-0000	58.70 M
04/18/2024	42419	Public Employees Retirement Assn (ACH	PERA COORDINATED Employer Pay Period: 4/14/2024	101-21704-0000	8,801.57 M
04/18/2024	42419	Public Employees Retirement Assn (ACH	PERA POLICE Employer Pay Period: 4/14/2024	101-21704-0000	13,776.95 M
04/18/2024	42419	Public Employees Retirement Assn (ACH	DEF CONT Employer Pay Period: 4/14/2024	101-21704-0000	58.70 M
05/01/2024	52402	Public Employees Retirement Assn (ACH	Rounding	101-21704-0000	.02 M
05/01/2024	52402	Public Employees Retirement Assn (ACH	PERA COORD Emplr 1% Pay Period: 4/28/2024	101-21704-0000	1,304.12 M
05/01/2024	52402	Public Employees Retirement Assn (ACH	PERA COORDINATED Employee Pay Period: 4/28/2024	101-21704-0000	8,476.66 M
05/01/2024	52402	Public Employees Retirement Assn (ACH	PERA POLICE Employee Pay Period: 4/28/2024	101-21704-0000	9,481.08 M
05/01/2024	52402	Public Employees Retirement Assn (ACH	PERA COORDINATED Employer Pay Period: 4/28/2024	101-21704-0000	8,476.66 M
05/01/2024	52402	Public Employees Retirement Assn (ACH	PERA POLICE Employer Pay Period: 4/28/2024	101-21704-0000	14,221.61 M
Total 101217040000:					83,996.40
05/02/2024	160364	IBEW	IBEW UNION DUES Pay Period: 4/28/2024	101-21707-0000	373.69
05/02/2024	160365	IUOE Local #70	FIRE UNION DUES Pay Period: 4/28/2024	101-21707-0000	108.50
05/02/2024	160365	IUOE Local #70	IUOE UNION DUES Pay Period: 4/28/2024	101-21707-0000	476.00
05/02/2024	160366	Law Enforcement Labor Services	POLICE SGT/LT DUES Pay Period: 4/28/2024	101-21707-0000	282.00
05/02/2024	160366	Law Enforcement Labor Services	POLICE UNION DUES Pay Period: 4/28/2024	101-21707-0000	775.50
Total 101217070000:					2,015.69

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
05/02/2024	160369	MN Life	Green Adj	101-21710-0000	106.05-
05/02/2024	160369	MN Life	LIFE INSURANCE MN Pay Period: 4/28/2024	101-21710-0000	1,047.75
05/02/2024	160369	MN Life	Grotberg Adjustment	101-21710-0000	303.00
05/02/2024	160369	MN Life	Youngberg COBRA	101-21710-0000	16.50
05/02/2024	160369	MN Life	LIFE INSURANCE MN Pay Period: 4/28/2024	101-21710-0000	617.90
Total 101217100000:					1,879.10
04/18/2024	160361	NCPERS Minnesota - 8266711	LIFE INSURANCE - PERA Pay Period: 4/14/2024	101-21711-0000	240.00
Total 101217110000:					240.00
04/18/2024	42422	ACH Internal Revenue Service	MEDICARE Pay Period: 4/14/2024	101-21712-0000	3,118.39 M
04/18/2024	42422	ACH Internal Revenue Service	MEDICARE Pay Period: 4/14/2024	101-21712-0000	3,118.39 M
05/01/2024	52405	ACH Internal Revenue Service	MEDICARE Pay Period: 4/28/2024	101-21712-0000	3,000.38 M
05/01/2024	52405	ACH Internal Revenue Service	MEDICARE Pay Period: 4/28/2024	101-21712-0000	3,000.38 M
Total 101217120000:					12,237.54
04/18/2024	42423	MSRS- (DEF COMP)	MSRS - ROTH (AFTER TAX) Pay Period: 4/14/2024	101-21713-0000	1,925.00 M
04/18/2024	42423	MSRS- (DEF COMP)	MSRS - DEF COMP Pay Period: 4/14/2024	101-21713-0000	3,274.00 M
05/01/2024	52406	MSRS- (DEF COMP)	MSRS - ROTH (AFTER TAX) Pay Period: 4/28/2024	101-21713-0000	1,925.00 M
05/01/2024	52406	MSRS- (DEF COMP)	MSRS - DEF COMP Pay Period: 4/28/2024	101-21713-0000	3,274.00 M
Total 101217130000:					10,398.00
04/18/2024	42421	Vantagepoint Transfer Agents 457	ICMA - ROTH (AFTER TAX) Pay Period: 4/14/2024	101-21714-0000	350.00 M
04/18/2024	42421	Vantagepoint Transfer Agents 457	ICMA DEF COMPENSATION Pay Period: 4/14/2024	101-21714-0000	485.00 M
05/01/2024	52404	Vantagepoint Transfer Agents 457	ICMA - ROTH (AFTER TAX) Pay Period: 4/28/2024	101-21714-0000	350.00 M
05/01/2024	52404	Vantagepoint Transfer Agents 457	ICMA DEF COMPENSATION Pay Period: 4/28/2024	101-21714-0000	485.00 M
Total 101217140000:					1,670.00
04/18/2024	42427	Colonial Life & Accident Insurance Co	COLONIAL LIFE Pay Period: 4/14/2024	101-21715-0000	940.53 M
04/18/2024	42427	Colonial Life & Accident Insurance Co	COLONIAL LIFE Pay Period: 3/31/2024	101-21715-0000	940.53 M
Total 101217150000:					1,881.06
04/18/2024	42424	Medsurety	HSA Contribution Pay Period: 4/14/2024	101-21716-0000	2,259.18 M
05/01/2024	52410	Medsurety	VEBA Contributions Pay Period: 4/28/2024	101-21716-0000	10,000.07 M
05/01/2024	52408	Medsurety	HSA Contribution Pay Period: 4/28/2024	101-21716-0000	2,259.18 M
05/01/2024	52409	Medsurety	HSA Contribution Pay Period: 4/28/2024	101-21716-0000	9,436.12 M
Total 101217160000:					23,954.55
04/18/2024	42420	MN Child Support Payment Center	CHILD SUPPORT FLAT AMT Pay Period: 4/14/2024	101-21717-0000	920.92 M
05/01/2024	52403	MN Child Support Payment Center	CHILD SUPPORT FLAT AMT Pay Period: 4/28/2024	101-21717-0000	920.92 M
Total 101217170000:					1,841.84
05/02/2024	160368	Metropolitan Life Insurance Company	Meyer COBRA	101-21719-0000	57.66
05/02/2024	160368	Metropolitan Life Insurance Company	DENTAL EE + CHLDRN Pay Period: 4/28/2024	101-21719-0000	76.60
05/02/2024	160368	Metropolitan Life Insurance Company	Grotberg adj for February though April	101-21719-0000	84.60-
05/02/2024	160368	Metropolitan Life Insurance Company	Green COBRA	101-21719-0000	28.20
05/02/2024	160368	Metropolitan Life Insurance Company	Gundermann Adj for February-April	101-21719-0000	84.60-
05/02/2024	160368	Metropolitan Life Insurance Company	Hines Adj	101-21719-0000	28.20-

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
05/02/2024	160368	Metropolitan Life Insurance Company	Schult COBRA	101-21719-0000	57.66
05/02/2024	160368	Metropolitan Life Insurance Company	DENTAL SINGLE Employee Pay Period: 4/28/2024	101-21719-0000	366.60
05/02/2024	160368	Metropolitan Life Insurance Company	DENTAL FAMILY Employee Pay Period: 4/28/2024	101-21719-0000	884.00
05/02/2024	160368	Metropolitan Life Insurance Company	DENTAL EE + SPOUSE Pay Period: 4/28/2024	101-21719-0000	576.60
Total 101217190000:					1,849.92
04/18/2024	42426	Family Medical Care Plan	FMCP Single Pay Period: 3/31/2024	101-21720-0000	23.01 M
04/18/2024	42426	Family Medical Care Plan	FMCP Single Pay Period: 4/14/2024	101-21720-0000	23.02 M
04/18/2024	42426	Family Medical Care Plan	FMCP Single Pay Period: 3/31/2024	101-21720-0000	437.28 M
04/18/2024	42426	Family Medical Care Plan	FMCP Single Pay Period: 4/14/2024	101-21720-0000	437.27 M
04/18/2024	42425	United Healthcare	UHC Family Pay Period: 4/14/2024	101-21720-0000	29,448.00 M
04/18/2024	42425	United Healthcare	Conway Adj	101-21720-0000	2,191.16 M
04/18/2024	42425	United Healthcare	Grotberg COBRA	101-21720-0000	1,095.58 M
04/18/2024	42425	United Healthcare	Hellevik Adj	101-21720-0000	1,259.92 M
04/18/2024	42425	United Healthcare	Matson COBRA	101-21720-0000	1,095.58 M
04/18/2024	42425	United Healthcare	Hines Adj	101-21720-0000	1,095.58- M
04/18/2024	42425	United Healthcare	UHC Family Pay Period: 3/31/2024	101-21720-0000	29,448.00 M
04/18/2024	42425	United Healthcare	Moseley COBRA	101-21720-0000	1,095.58 M
04/18/2024	42425	United Healthcare	UHC Single Pay Period: 3/31/2024	101-21720-0000	17,529.28 M
04/18/2024	42425	United Healthcare	UHC Single Pay Period: 4/14/2024	101-21720-0000	16,433.70 M
04/18/2024	42425	United Healthcare	UHC Employee + 1 Pay Period: 4/14/2024	101-21720-0000	286.00 M
04/18/2024	42425	United Healthcare	UHC Employee + 1 Pay Period: 3/31/2024	101-21720-0000	286.00 M
04/18/2024	42425	United Healthcare	UHC Employee + 1 Pay Period: 4/14/2024	101-21720-0000	9,136.00 M
04/18/2024	42425	United Healthcare	UHC Employee + 1 Pay Period: 3/31/2024	101-21720-0000	9,136.00 M
04/18/2024	42425	United Healthcare	UHC Family Pay Period: 4/14/2024	101-21720-0000	1,217.34 M
04/18/2024	42425	United Healthcare	UHC Family Pay Period: 3/31/2024	101-21720-0000	1,217.34 M
Total 101217200000:					120,700.48
05/01/2024	52407	VSP	Spies COBRA	101-21722-0000	8.08 M
05/01/2024	52407	VSP	Green COBRA	101-21722-0000	8.08 M
05/01/2024	52407	VSP	Grotberg COBRA February through April Adj	101-21722-0000	24.24- M
05/01/2024	52407	VSP	VISION FAMILY Employee Pay Period: 4/28/2024	101-21722-0000	189.09 M
05/01/2024	52407	VSP	VISION SINGLE Employee Pay Period: 4/28/2024	101-21722-0000	96.96 M
05/01/2024	52407	VSP	VISION + ONE Employee Pay Period: 4/28/2024	101-21722-0000	117.20 M
Total 101217220000:					395.17
04/18/2024	42426	Family Medical Care Plan	FMCP Family Pay Period: 3/31/2024	101-21724-0000	359.43 M
04/18/2024	42426	Family Medical Care Plan	FMCP Family Pay Period: 4/14/2024	101-21724-0000	359.43 M
04/18/2024	42426	Family Medical Care Plan	FMCP Family Pay Period: 3/31/2024	101-21724-0000	3,234.81 M
04/18/2024	42426	Family Medical Care Plan	FMCP Family Pay Period: 4/14/2024	101-21724-0000	3,234.81 M
Total 101217240000:					7,188.48
05/02/2024	20240396	Amazon	Phone case - new phone - Hartle	101-41110-2170	24.98
Total 101411102170:					24.98
05/02/2024	20240405	Christiansen, Mark	Technology Reimbursement	101-41110-3200	32.59
Total 101411103200:					32.59
05/02/2024	20240434	Personalized Printing Inc.	Spring Newsletter	101-41110-3500	804.70

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101411103500:					804.70
05/02/2024	20240412	Discover Waseca Tourism	Lodging Tax	101-41110-4440	2,381.87
Total 101411104440:					2,381.87
05/02/2024	20240445	Waseca Area Senior Citizens Center	City Contribution	101-41110-4455	1,125.00
05/02/2024	20240445	Waseca Area Senior Citizens Center	City Contribution	101-41110-4455	1,125.00
Total 101411104455:					2,250.00
05/02/2024	160422	VelocityEHS	Online SDS Sheets	101-41320-4940	4,093.95
Total 101413204940:					4,093.95
05/02/2024	160367	Madison National Life Insurance Co Inc	May 2024 LTD	101-41500-1340	109.32
Total 101415001340:					109.32
05/02/2024	160427	Waseca County Treasurer	Legal Services Contract payment	101-41600-3000	5,370.33
05/02/2024	160427	Waseca County Treasurer	Legal Services Contract payment	101-41600-3000	5,370.33
Total 101416003000:					10,740.66
05/02/2024	20240396	Amazon	Keyboard/Mouse - PD SGT	101-41920-2050	54.99
05/02/2024	20240396	Amazon	Computer items for PD	101-41920-2050	54.99
05/02/2024	20240440	Streamline Communications LLC	Council Chambers Equipment	101-41920-2050	2,675.15
Total 101419202050:					2,785.13
05/02/2024	20240433	Pantheon Computer Systems Inc.	Maintenance Agreement	101-41920-3100	6,957.72
05/02/2024	20240433	Pantheon Computer Systems Inc.	Maintenance Agreement	101-41920-3100	2,602.60
Total 101419203100:					9,560.32
05/02/2024	20240418	Innovative Office Supply	Office supplies	101-41940-2000	88.18
05/02/2024	20240418	Innovative Office Supply	Office Supplies-Central	101-41940-2000	15.50
Total 101419402000:					103.68
05/02/2024	20240402	Bomgaars Supply	Parts & Supplies	101-41940-2170	19.87
05/02/2024	20240408	Continental Research Corporation	shop supplies	101-41940-2170	700.39
Total 101419402170:					720.26
05/02/2024	20240404	Cady Business Technologies Inc	Monthly Phone Support Plan	101-41940-3100	262.62
05/02/2024	160377	Cintas Corp	City Hall - mats	101-41940-3100	60.66
05/02/2024	160377	Cintas Corp	Floor Mats	101-41940-3100	60.66
05/02/2024	20240431	Olympic Fire Protection Corp.	City Hall sprinkler system	101-41940-3100	200.00
05/02/2024	20240439	Stoltz Cleaning Services LLC	City Hall Cleaning	101-41940-3100	475.00
05/02/2024	20240439	Stoltz Cleaning Services LLC	City Hall Cleanin	101-41940-3100	475.00
05/02/2024	20240439	Stoltz Cleaning Services LLC	City Hall Cleaning	101-41940-3100	475.00
Total 101419403100:					2,008.94

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
05/02/2024	160383	Consolidated Communications	Monthly Billing	101-41940-3200	244.35
05/02/2024	160383	Consolidated Communications	Monthly Billing	101-41940-3200	187.45
Total 101419403200:					431.80
05/02/2024	52412	Centerpoint Energy	Monthly Billing	101-41940-3800	541.95 M
05/02/2024	52411	City of Waseca	April Utilities	101-41940-3800	1,654.42 M
Total 101419403800:					2,196.37
05/02/2024	20240403	Border States Electric Supply	Light Bulbs	101-41940-4000	110.75
Total 101419404000:					110.75
05/02/2024	160367	Madison National Life Insurance Co Inc	May 2024 LTD	101-41950-1340	14.01
05/02/2024	160367	Madison National Life Insurance Co Inc	May 2024 LTD	101-41950-1340	26.17
Total 101419501340:					40.18
05/02/2024	160408	Northland Securities Inc	TIF 29 Consulting Services	101-41950-3000	9,075.00
05/02/2024	160425	Waseca County Recorder	Recording Fees	101-41950-3000	92.00
Total 101419503000:					9,167.00
05/02/2024	160423	Verizon Wireless	Monthly Billing	101-41950-3200	20.61
Total 101419503200:					20.61
05/02/2024	160367	Madison National Life Insurance Co Inc	May 2024 LTD	101-42100-1340	545.82
Total 101421001340:					545.82
05/02/2024	160406	MN UI Fund	Fire UI	101-42100-1410	72.75
Total 101421001410:					72.75
05/02/2024	20240396	Amazon	office supplies Police - wastebasket	101-42100-2000	25.82
05/02/2024	20240396	Amazon	Office supplies - Police Dept.	101-42100-2000	25.00
Total 101421002000:					50.82
05/02/2024	160378	Cintas Corporation	First Aid supplies - PD	101-42100-2170	50.88
Total 101421002170:					50.88
05/02/2024	20240414	Hartle, Courtney	Uniform Allowance	101-42100-2180	95.44
05/02/2024	20240424	Luiken, Greta	Uniform Allowance	101-42100-2180	110.00
05/02/2024	20240425	Madden, Kade	Uniform Allowance - Madden	101-42100-2180	35.95
05/02/2024	20240441	Streicher's	Streicher's refund PD	101-42100-2180	195.43-
05/02/2024	20240441	Streicher's	Streicher's refund	101-42100-2180	165.00-
05/02/2024	20240441	Streicher's	Uniform expense - Bendorf	101-42100-2180	230.00
05/02/2024	20240441	Streicher's	Uniform expense - Bendorf	101-42100-2180	159.98
05/02/2024	20240441	Streicher's	Uniform Allowance-Harren	101-42100-2180	189.00
Total 101421002180:					459.94

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
05/02/2024	160375	Bock's Service Inc.	Tow expense -PD	101-42100-3100	85.00
05/02/2024	160377	Cintas Corp	Mats - PD	101-42100-3100	8.99
05/02/2024	160377	Cintas Corp	Mats - PD	101-42100-3100	8.99
05/02/2024	160377	Cintas Corp	Mats - PD	101-42100-3100	8.99
05/02/2024	20240431	Olympic Fire Protection Corp.	Water Flow test - Sprinkler system PD	101-42100-3100	100.00
Total 101421003100:					211.97
05/02/2024	160383	Consolidated Communications	Monthly Billing	101-42100-3200	244.35
05/02/2024	160383	Consolidated Communications	Monthly Billing	101-42100-3200	507.15
05/02/2024	160383	Consolidated Communications	Monthly Billing	101-42100-3200	57.55
05/02/2024	160423	Verizon Wireless	Monthly Billing	101-42100-3200	1,105.94
05/02/2024	160423	Verizon Wireless	Monthly Billing	101-42100-3200	41.22
Total 101421003200:					1,956.21
05/02/2024	160374	Blue Earth County Sheriff's Office	2024 Shared Records fee	101-42100-3250	5,336.00
Total 101421003250:					5,336.00
05/02/2024	160373	BCA/Training & Development	2024 BCA User Conference Registration-Markeson	101-42100-3300	300.00
05/02/2024	160404	MN Association of Women Police	2024 Conference Registration	101-42100-3300	450.00
Total 101421003300:					750.00
05/02/2024	160414	Small Town Media & Production LLC	Printing expense - Police	101-42100-3500	200.00
Total 101421003500:					200.00
05/02/2024	52412	Centerpoint Energy	Monthly Billing	101-42100-3800	415.08 M
05/02/2024	52411	City of Waseca	April Utilities	101-42100-3800	672.10 M
Total 101421003800:					1,087.18
05/02/2024	160374	Blue Earth County Sheriff's Office	2024 Shared Records fee	101-42100-4330	6,140.00
05/02/2024	20240447	Waseca Rotary Club	Rotary Dues	101-42100-4330	135.00
Total 101421004330:					6,275.00
05/02/2024	20240410	Creative Product Sourcing Inc. - DARE	DARE shirts and supplies	101-42100-4600	1,316.56
Total 101421004600:					1,316.56
05/02/2024	160381	City of Waseca	Prevention Programs - compliance checks	101-42100-4640	100.00
Total 101421004640:					100.00
05/02/2024	160367	Madison National Life Insurance Co Inc	May 2024 LTD	101-42200-1340	53.23
Total 101422001340:					53.23
05/02/2024	160375	Bock's Service Inc.	Fuel	101-42200-2120	21.13
Total 101422002120:					21.13
05/02/2024	20240429	Municipal Emergency Services Inc.	thermai imaging cameras - five	101-42200-2151	5,020.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101422002151:					5,020.00
05/02/2024	20240396	Amazon	Hose Tray Brackets	101-42200-2170	66.89
05/02/2024	20240402	Bomgaars Supply	Parts & Supplies	101-42200-2170	37.99
05/02/2024	160378	Cintas Corporation	First Aid Fire Dept.	101-42200-2170	35.95
05/02/2024	160392	Fire Safety USA Inc.	Coupled Storz	101-42200-2170	1,430.00
05/02/2024	160412	RadioShack	HDMI Splitter	101-42200-2170	74.98
Total 101422002170:					1,645.81
05/02/2024	20240396	Amazon	Air Compressor Oil	101-42200-2210	106.27
Total 101422002210:					106.27
05/02/2024	160377	Cintas Corp	Mats - FD	101-42200-3100	8.98
05/02/2024	160377	Cintas Corp	Mats - FD	101-42200-3100	8.98
05/02/2024	160377	Cintas Corp	Mats - FD	101-42200-3100	8.98
05/02/2024	20240431	Olympic Fire Protection Corp.	Water Flow test - Sprinkler system FD	101-42200-3100	100.00
Total 101422003100:					126.94
05/02/2024	160383	Consolidated Communications	Monthly Billing	101-42200-3200	57.55
05/02/2024	160423	Verizon Wireless	Monthly Billing	101-42200-3200	46.22
05/02/2024	160423	Verizon Wireless	Monthly Billing	101-42200-3200	20.02
05/02/2024	160423	Verizon Wireless	Monthly Billing	101-42200-3200	20.02
05/02/2024	160423	Verizon Wireless	Monthly Billing	101-42200-3200	20.02
05/02/2024	160423	Verizon Wireless	Monthly Billing	101-42200-3200	20.02
Total 101422003200:					183.85
05/02/2024	52412	Centerpoint Energy	Monthly Billing	101-42200-3800	415.08 M
05/02/2024	52411	City of Waseca	April Utilities	101-42200-3800	672.10 M
05/02/2024	52411	City of Waseca	April Utilities	101-42200-3800	69.14 M
05/02/2024	160383	Consolidated Communications	Monthly Billing	101-42200-3800	61.43
Total 101422003800:					1,217.75
05/02/2024	160397	LaCanne's Marine Inc	Ranger Repair	101-42200-4000	517.97
Total 101422004000:					517.97
04/18/2024	42428	MSRS- (DEF COMP)	HCSP GREEN PAYOUT	101-42400-1110	134.34 M
Total 101424001110:					134.34
05/02/2024	160367	Madison National Life Insurance Co Inc	May 2024 LTD	101-42400-1340	24.77-
05/02/2024	160367	Madison National Life Insurance Co Inc	May 2024 LTD	101-42400-1340	7.02
Total 101424001340:					17.75-
05/02/2024	20240406	City Building Inspection Services LLC	building inpections	101-42400-3000	7,687.01
05/02/2024	20240406	City Building Inspection Services LLC	building inpections	101-42400-3000	7,200.00
Total 101424003000:					14,887.01

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
05/02/2024	160423	Verizon Wireless	Monthly Billing	101-42400-3200	41.22
Total 101424003200:					41.22
05/02/2024	160367	Madison National Life Insurance Co Inc	May 2024 LTD	101-43000-1340	7.23
05/02/2024	160367	Madison National Life Insurance Co Inc	May 2024 LTD	101-43000-1340	109.88
Total 101430001340:					117.11
05/02/2024	160399	Lath Stakes Hubs	Hubs and stakes for project staking	101-43000-2170	255.20
05/02/2024	20240423	Locators & Supplies Inc.	Pink marking paint	101-43000-2170	221.50
Total 101430002170:					476.70
04/30/2024	42435	Verizon Wireless	Monthly Verizon Data Bill	101-43000-3200	80.02 M
05/02/2024	160423	Verizon Wireless	Monthly Billing	101-43000-3200	41.22
Total 101430003200:					121.24
05/02/2024	160367	Madison National Life Insurance Co Inc	May 2024 LTD	101-43100-1340	77.96
05/02/2024	160367	Madison National Life Insurance Co Inc	May 2024 LTD	101-43100-1340	3.44
05/02/2024	160367	Madison National Life Insurance Co Inc	May 2024 LTD	101-43100-1340	4.83
Total 101431001340:					86.23
05/02/2024	160372	Auto Value Waseca	Parts	101-43100-2170	567.67
05/02/2024	20240402	Bomgaars Supply	Parts & Supplies	101-43100-2170	23.98
05/02/2024	160378	Cintas Corporation	First Aid Cabinet Supplies	101-43100-2170	30.40
05/02/2024	160385	D & M Construction LLC	gravel	101-43100-2170	681.80
Total 101431002170:					1,303.85
05/02/2024	160379	Cintas Corporation	Uniform Service	101-43100-2180	90.93
05/02/2024	160379	Cintas Corporation	Uniform Service	101-43100-2180	90.93
05/02/2024	160379	Cintas Corporation	Uniform Service	101-43100-2180	91.38
Total 101431002180:					273.24
05/02/2024	160393	FleetPride Inc	Brake Chamber Push Rod	101-43100-2240	49.85
Total 101431002240:					49.85
05/02/2024	160383	Consolidated Communications	Monthly Billing	101-43100-3200	47.75
Total 101431003200:					47.75
05/02/2024	20240400	Benson, Eric	Class D Cert. Reimbursement	101-43100-3300	55.00
Total 101431003300:					55.00
05/02/2024	52412	Centerpoint Energy	Monthly Billing	101-43100-3800	758.04 M
05/02/2024	52411	City of Waseca	April Utilities	101-43100-3800	69.14 M
05/02/2024	52411	City of Waseca	April Utilities	101-43100-3800	894.32 M
Total 101431003800:					1,721.50

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
05/02/2024	160367	Madison National Life Insurance Co Inc	May 2024 LTD	101-43125-1340	23.23
05/02/2024	160367	Madison National Life Insurance Co Inc	May 2024 LTD	101-43125-1340	3.44
05/02/2024	160367	Madison National Life Insurance Co Inc	May 2024 LTD	101-43125-1340	1.44
Total 101431251340:					28.11
05/02/2024	160413	Skyline Salt Solutions	Road Salt	101-43125-2170	25,577.56
Total 101431252170:					25,577.56
05/02/2024	160367	Madison National Life Insurance Co Inc	May 2024 LTD	101-43170-1340	4.98
05/02/2024	160367	Madison National Life Insurance Co Inc	May 2024 LTD	101-43170-1340	.31
Total 101431701340:					5.29
05/02/2024	52411	City of Waseca	April Utilities	101-43170-3800	169.66 M
Total 101431703800:					169.66
05/02/2024	160367	Madison National Life Insurance Co Inc	May 2024 LTD	101-43220-1340	8.30
05/02/2024	160367	Madison National Life Insurance Co Inc	May 2024 LTD	101-43220-1340	.51
Total 101432201340:					8.81
05/02/2024	20240417	Independent School District #829	City Contribution Community Ed	101-45100-3100	8,333.33
05/02/2024	20240417	Independent School District #829	City Contribution Community Ed	101-45100-3100	8,333.33
Total 101451003100:					16,666.66
05/02/2024	160367	Madison National Life Insurance Co Inc	May 2024 LTD	101-45130-1340	14.42
Total 101451301340:					14.42
05/02/2024	20240418	Innovative Office Supply	Office supplies-Water Park	101-45130-2000	90.00
Total 101451302000:					90.00
05/02/2024	160396	Hawkins Inc	WP Chemicals	101-45130-2165	3,429.74
Total 101451302165:					3,429.74
05/02/2024	160410	Premier Polysteel-ADA Enterprises Inc	Water Park trashcan and lid replacement	101-45130-2175	2,850.00
Total 101451302175:					2,850.00
05/02/2024	160407	Morgan's Meat Market	Hot dogs for Concession	101-45130-2500	90.00
Total 101451302500:					90.00
05/02/2024	160383	Consolidated Communications	Monthly Billing	101-45130-3200	268.00
Total 101451303200:					268.00
05/02/2024	160370	American Red Cross-Training Services	Lifeguard Training	101-45130-3300	92.00
05/02/2024	160370	American Red Cross-Training Services	Lifeguard Training	101-45130-3300	322.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101451303300:					414.00
05/02/2024	52412	Centerpoint Energy	Monthly Billing	101-45130-3800	415.35 M
05/02/2024	52411	City of Waseca	April Utilities	101-45130-3800	535.62 M
Total 101451303800:					950.97
05/02/2024	160378	Cintas Corporation	First Aid Cabinet Supplies	101-45180-2170	106.19
Total 101451802170:					106.19
05/02/2024	20240394	A. H. Hermel Company	TLCF Concessions	101-45180-2500	101.53
Total 101451802500:					101.53
05/02/2024	160367	Madison National Life Insurance Co Inc	May 2024 LTD	101-45200-1340	81.54
Total 101452001340:					81.54
05/02/2024	20240396	Amazon	Office Supplies	101-45200-2000	58.95
Total 101452002000:					58.95
05/02/2024	20240407	Condon Farm Service	Fuel Stabilizer	101-45200-2170	57.25
05/02/2024	20240411	Cross Nurseries Inc	Parks Dept Trees	101-45200-2170	1,665.50
05/02/2024	160410	Premier Polysteel-ADA Enterprises Inc	Parks Dept Garbage Receptacles & CLP Benches	101-45200-2170	2,865.00
Total 101452002170:					4,587.75
05/02/2024	20240409	Conway, Cole	Uniform Reimbursement	101-45200-2180	217.37
Total 101452002180:					217.37
05/02/2024	160411	ProLine Distributing Inc	Work Gloves	101-45200-2190	296.40
Total 101452002190:					296.40
05/02/2024	20240402	Bomgaars Supply	Parts & Supplies	101-45200-2230	18.87
05/02/2024	160390	Ferguson Enterprises Inc	Park restroom plumbing repair supplies	101-45200-2230	92.97
05/02/2024	160390	Ferguson Enterprises Inc	Park restroom plumbing repair supplies	101-45200-2230	167.97
05/02/2024	160390	Ferguson Enterprises Inc	Park restroom plumbing repair supplies	101-45200-2230	234.22
Total 101452002230:					514.03
05/02/2024	160376	Born Well Drilling Inc.	MWP Well Test	101-45200-3100	160.00
05/02/2024	20240436	Precision Chiropractic and Wellness	Pre-Employment	101-45200-3100	35.00
Total 101452003100:					195.00
05/02/2024	160383	Consolidated Communications	Monthly Billing	101-45200-3200	53.62
Total 101452003200:					53.62
05/02/2024	52412	Centerpoint Energy	Monthly Billing	101-45200-3800	272.74 M
05/02/2024	52412	Centerpoint Energy	Monthly Billing	101-45200-3800	33.20 M

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
05/02/2024	52411	City of Waseca	April Utilities	101-45200-3800	362.17	M
05/02/2024	52411	City of Waseca	April Utilities	101-45200-3800	57.48	M
Total 101452003800:					725.59	
05/02/2024	160384	Crescent Landscape Supply Inc	Playground wood chips - Parks	101-45200-4000	2,580.00	
05/02/2024	160391	Fessel's Wood Recycling	Mulch	101-45200-4000	375.00	
05/02/2024	20240426	Malo Roofing Inc.	Park Shop lower roof patching/repairs	101-45200-4000	475.00	
Total 101452004000:					3,430.00	
05/02/2024	20240437	Rent 'N' Save Portable Services	March Parks - Portable Toilets	101-45200-4100	187.50	
Total 101452004100:					187.50	
05/02/2024	20240439	Stoltz Cleaning Services LLC	Library Cleaning	101-45500-3100	250.00	
05/02/2024	20240439	Stoltz Cleaning Services LLC	Library Cleaning	101-45500-3100	250.00	
05/02/2024	20240439	Stoltz Cleaning Services LLC	Library Cleaning	101-45500-3100	250.00	
Total 101455003100:					750.00	
05/02/2024	52412	Centerpoint Energy	Monthly Billing	101-45500-3800	455.61	M
05/02/2024	52411	City of Waseca	April Utilities	101-45500-3800	667.65	M
05/02/2024	160383	Consolidated Communications	Monthly Billing	101-45500-3800	73.31	
Total 101455003800:					1,196.57	
05/02/2024	20240402	Bomgaars Supply	Parts & Supplies	101-45500-4000	17.98	
05/02/2024	20240403	Border States Electric Supply	Light Bulbs	101-45500-4000	113.00	
Total 101455004000:					130.98	
05/02/2024	160426	Waseca County Treasurer	First Half Property Taxes-2024	101-49210-4992	12,309.13	
05/02/2024	160426	Waseca County Treasurer	First Half Property Tax-2024	101-49210-4992	17.06	
05/02/2024	160426	Waseca County Treasurer	1st half property tax	101-49210-4992	6.42	
Total 101492104992:					12,332.61	
Total General Fund:					537,609.55	
Airport						
05/02/2024	160378	Cintas Corporation	Airport first aid cabinet supplies	230-49810-2170	7.15	
Total 230498102170:					7.15	
05/02/2024	20240422	Langer, Brent	Airport Contract Payment	230-49810-3100	3,800.00	
05/02/2024	20240422	Langer, Brent	Airport Contract Payment	230-49810-3100	3,800.00	
Total 230498103100:					7,600.00	
04/30/2024	42434	CenturyLink	Airport Phone and Internet	230-49810-3200	113.13	M
05/02/2024	160383	Consolidated Communications	Monthly Billing	230-49810-3200	57.02	
05/02/2024	160383	Consolidated Communications	Monthly Billing	230-49810-3200	478.90	
Total 230498103200:					649.05	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
05/02/2024	52412	Centerpoint Energy	Monthly Billing	230-49810-3800	53.72 M
05/02/2024	52411	City of Waseca	April Utilities	230-49810-3800	88.07 M
04/30/2024	42431	Xcel Energy	Airport Electric	230-49810-3800	180.78 M
04/30/2024	42430	Xcel Energy	Airport Electric	230-49810-3800	214.76 M
Total 230498103800:					537.33
05/02/2024	160426	Waseca County Treasurer	First Half 2024 Property Tax	230-49810-4800	1,831.00
05/02/2024	160426	Waseca County Treasurer	First half property Taxes-2024	230-49810-4800	6,730.00
Total 230498104800:					8,561.00
05/02/2024	20240398	APX Construction Group LLC	Pay Request #2 - 4-Unit Hangar	230-49810-5200	145,398.48
Total 230498105200:					145,398.48
05/02/2024	20240403	Border States Electric Supply	Electric supplies for card reader system for airport fuel p	230-49810-5300	1,624.48
05/02/2024	20240403	Border States Electric Supply	Electric supplies for card reader system for airport fuel p	230-49810-5300	295.25
05/02/2024	20240443	Toltz King Duvall Anderson & Assoc Inc.	4-Unit Hangar Construction Engineering	230-49810-5300	2,978.85
Total 230498105300:					4,898.58
Total Airport:					167,651.59
Tax Abatement Levy					
05/02/2024	20240401	Berry Family	2023 Tax Abatement	257-41950-4310	16,897.10
Total 257419504310:					16,897.10
Total Tax Abatement Levy:					16,897.10
Economic Development-General f					
05/02/2024	160367	Madison National Life Insurance Co Inc	May 2024 LTD	261-46700-1340	11.94
Total 261467001340:					11.94
05/02/2024	160423	Verizon Wireless	Monthly Billing	261-46700-3200	20.61
Total 261467003200:					20.61
Total Economic Development-General f:					32.55
RBEG Revolving Loan - EDA					
05/02/2024	160395	Harty Manufacturing	RBEG Loan Distribution	263-11589-0000	17,000.00
Total 263115890000:					17,000.00
05/02/2024	160395	Harty Manufacturing	RBEG Loan distribution fees	263-36250-0000	170.00-
Total 263362500000:					170.00-
Total RBEG Revolving Loan - EDA:					16,830.00
Capital Improvement					
05/02/2024	160409	PlayTime LLC	Water Park Water Walk Replacement	430-43010-5260	15,200.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 430430105260:					15,200.00
05/02/2024	20240403	Border States Electric Supply	Park Camera Project	430-43010-5320	145.68
Total 430430105320:					145.68
05/02/2024	20240438	Stantec Consulting Services Inc	2nd St NW Project Design Engineering	430-43010-5560	11,520.25
Total 430430105560:					11,520.25
Total Capital Improvement:					26,865.93
Gaiter Lake Land Development					
05/02/2024	20240438	Stantec Consulting Services Inc	Gaiter Lake Wetland Project	437-46340-3000	135.75
Total 437463403000:					135.75
Total Gaiter Lake Land Development:					135.75
Annexation & Growth fund					
05/02/2024	160426	Waseca County Treasurer	First Half Property Tax-2024	470-46800-4800	2,640.00
05/02/2024	160426	Waseca County Treasurer	First Half Property Tax-2024	470-46800-4800	1,192.00
Total 470468004800:					3,832.00
Total Annexation & Growth fund:					3,832.00
Water					
05/02/2024	160405	MN Sales and Use Tax Payable	Sales and Use Tax	601-20210-0000	1,116.56
Total 601202100000:					1,116.56
05/02/2024	160396	Hawkins Inc	Demurrage	601-49401-2170	160.00
Total 601494012170:					160.00
05/02/2024	52412	Centerpoint Energy	Monthly Billing	601-49401-3800	168.99 M
05/02/2024	52411	City of Waseca	April Utilities	601-49401-3800	9,765.90 M
04/30/2024	42433	Xcel Energy	Monthly Service	601-49401-3800	248.37 M
Total 601494013800:					10,183.26
05/02/2024	160367	Madison National Life Insurance Co Inc	May 2024 LTD	601-49430-1340	1.66
05/02/2024	160367	Madison National Life Insurance Co Inc	May 2024 LTD	601-49430-1340	.10
05/02/2024	160367	Madison National Life Insurance Co Inc	May 2024 LTD	601-49430-1340	15.37
05/02/2024	160367	Madison National Life Insurance Co Inc	May 2024 LTD	601-49430-1340	22.27
Total 601494301340:					39.40
05/02/2024	20240402	Bomgaars Supply	Parts & Supplies	601-49430-2170	19.99
05/02/2024	160386	Dakota Supply Group Inc	curb stop sockets	601-49430-2170	156.18
Total 601494302170:					176.17
05/02/2024	20240400	Benson, Eric	EB-Safety clothes	601-49430-2180	91.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 601494302180:					91.00
05/02/2024	20240427	Metering & Technology Solutions Inc	Water meters to stock	601-49430-2215	1,833.38
Total 601494302215:					1,833.38
05/02/2024	20240419	James Brothers Construction Inc.	Water Main Materials	601-49430-2230	252.74
Total 601494302230:					252.74
05/02/2024	160401	Mid-America Meter Inc	Residential meter calibration	601-49430-3100	135.00
Total 601494303100:					135.00
05/02/2024	160423	Verizon Wireless	Monthly Billing	601-49430-3200	40.01
Total 601494303200:					40.01
05/02/2024	160367	Madison National Life Insurance Co Inc	May 2024 LTD	601-49585-1340	16.61
Total 601495851340:					16.61
05/02/2024	20240396	Amazon	Pen Refill	601-49585-2000	8.86
Total 601495852000:					8.86
05/02/2024	160383	Consolidated Communications	Monthly Billing	601-49585-3200	65.16
05/02/2024	160420	U.S. Postal Service	Postage - May utility bills	601-49585-3200	543.27
Total 601495853200:					608.43
05/02/2024	20240432	On Target Inc.	Quarterly Cass Address Certification	601-49585-3500	49.45
Total 601495853500:					49.45
05/02/2024	160380	City of Waseca	Summit AR	601-49585-4320	82.02
05/02/2024	160417	Summit Account Resolution	Collection Fees	601-49585-4320	39.86
Total 601495854320:					121.88
05/02/2024	160367	Madison National Life Insurance Co Inc	May 2024 LTD	601-49586-1340	3.73
05/02/2024	160367	Madison National Life Insurance Co Inc	May 2024 LTD	601-49586-1340	15.02
05/02/2024	160367	Madison National Life Insurance Co Inc	May 2024 LTD	601-49586-1340	7.76
Total 601495861340:					26.51
05/02/2024	20240438	Stantec Consulting Services Inc	CDS Federal Application	601-49586-3000	560.25
Total 601495863000:					560.25
05/02/2024	20240433	Pantheon Computer Systems Inc.	Maintenance Agreement	601-49586-4950	993.96
05/02/2024	20240433	Pantheon Computer Systems Inc.	Maintenance Agreement	601-49586-4950	371.80
Total 601495864950:					1,365.76

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
05/02/2024	20240420	Javens Mechanical Contracting Co.	Javens Temp 8th Ave NE	601-49593-5300	120.00
05/02/2024	20240438	Stantec Consulting Services Inc	Well Project	601-49593-5300	4,785.52
05/02/2024	20240438	Stantec Consulting Services Inc	Noetzel Watermain Project	601-49593-5300	199.00
Total 601495935300:					5,104.52
Total Water:					21,889.79
Sanitary Sewer					
05/02/2024	160367	Madison National Life Insurance Co Inc	May 2024 LTD	602-49470-1340	29.86
05/02/2024	160367	Madison National Life Insurance Co Inc	May 2024 LTD	602-49470-1340	3.44
05/02/2024	160367	Madison National Life Insurance Co Inc	May 2024 LTD	602-49470-1340	1.85
Total 602494701340:					35.15
05/02/2024	20240413	Ditch Witch of Minnesota	Vac Tron Excavation Machine	602-49470-2210	44.02
Total 602494702210:					44.02
05/02/2024	160383	Consolidated Communications	Monthly Billing	602-49470-3200	862.42
05/02/2024	160423	Verizon Wireless	Monthly Billing	602-49470-3200	40.01
05/02/2024	160423	Verizon Wireless	Monthly Billing	602-49470-3200	120.03
05/02/2024	160423	Verizon Wireless	Monthly Billing	602-49470-3200	80.02
Total 602494703200:					1,102.48
05/02/2024	52412	Centerpoint Energy	Monthly Billing	602-49470-3800	37.66 M
05/02/2024	52412	Centerpoint Energy	Monthly Billing	602-49470-3800	184.54 M
05/02/2024	52411	City of Waseca	April Utilities	602-49470-3800	1,304.51 M
Total 602494703800:					1,526.71
05/02/2024	160388	Empire Pipe Services Inc.	Sewer repair	602-49470-4000	5,790.00
Total 602494704000:					5,790.00
05/02/2024	160367	Madison National Life Insurance Co Inc	May 2024 LTD	602-49480-1340	3.32
05/02/2024	160367	Madison National Life Insurance Co Inc	May 2024 LTD	602-49480-1340	.21
05/02/2024	160367	Madison National Life Insurance Co Inc	May 2024 LTD	602-49480-1340	75.03
Total 602494801340:					78.56
05/02/2024	160387	Double A Custom Pumping Inc	Biosolida Application	602-49480-2150	8,588.12
Total 602494802150:					8,588.12
05/02/2024	20240396	Amazon	Cert. frames	602-49480-2170	30.25
05/02/2024	20240397	Applied Specialties Inc	Polymer	602-49480-2170	6,406.40
05/02/2024	160378	Cintas Corporation	First aid supplies	602-49480-2170	29.83
05/02/2024	20240408	Continental Research Corporation	supplies	602-49480-2170	224.99
05/02/2024	20240408	Continental Research Corporation	Hand towels	602-49480-2170	399.44
05/02/2024	160396	Hawkins Inc	Chlorine & Sulfur	602-49480-2170	1,274.60
05/02/2024	160396	Hawkins Inc	Demurrage	602-49480-2170	40.00
Total 602494802170:					8,405.51

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
05/02/2024	20240430	North American Safety Inc	Safety Clothes	602-49480-2180	154.43
Total 602494802180:					154.43
05/02/2024	20240399	Automatic Systems Company	SCADA parts	602-49480-2210	768.67
05/02/2024	160424	Vessco Inc.	alum pumps	602-49480-2210	263.14
Total 602494802210:					1,031.81
05/02/2024	160377	Cintas Corp	Floor Mats	602-49480-3100	9.60
05/02/2024	160415	Spee-Dee Delivery Service Inc.	Speedee Shipping	602-49480-3100	19.22
Total 602494803100:					28.82
05/02/2024	160383	Consolidated Communications	Monthly Billing	602-49480-3200	654.86
05/02/2024	160423	Verizon Wireless	Monthly Billing	602-49480-3200	41.22
Total 602494803200:					696.08
04/30/2024	160363	MN Wastewater Operators Association	MWOA Section meeting	602-49480-3300	40.00
Total 602494803300:					40.00
05/02/2024	52412	Centerpoint Energy	Monthly Billing	602-49480-3800	1,501.01 M
05/02/2024	52411	City of Waseca	April Utilities	602-49480-3800	484.36 M
05/02/2024	160416	SSI Crestmark MN Holding LLC	SolarPower	602-49480-3800	14,313.07
05/02/2024	160421	USS MN V MT LLC	Solar Power	602-49480-3800	3,040.77
Total 602494803800:					19,339.21
05/02/2024	160367	Madison National Life Insurance Co Inc	May 2024 LTD	602-49585-1340	16.61
Total 602495851340:					16.61
05/02/2024	20240396	Amazon	Pen Refill	602-49585-2000	8.86
Total 602495852000:					8.86
05/02/2024	160383	Consolidated Communications	Monthly Billing	602-49585-3200	65.16
05/02/2024	160420	U.S. Postal Service	Postage - May utility bills	602-49585-3200	543.26
Total 602495853200:					608.42
05/02/2024	20240432	On Target Inc.	Quarterly Cass Address Certification	602-49585-3500	49.44
Total 602495853500:					49.44
05/02/2024	160380	City of Waseca	Summit AR	602-49585-4320	157.20
05/02/2024	160417	Summit Account Resolution	Collection Fees	602-49585-4320	76.42
Total 602495854320:					233.62
05/02/2024	160367	Madison National Life Insurance Co Inc	May 2024 LTD	602-49586-1340	3.73
05/02/2024	160367	Madison National Life Insurance Co Inc	May 2024 LTD	602-49586-1340	15.02

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 602495861340:					18.75
05/02/2024	20240438	Stantec Consulting Services Inc	Wastewater Rates Analysis	602-49586-3000	802.00
05/02/2024	20240438	Stantec Consulting Services Inc	CDS Federal Application	602-49586-3000	261.75
Total 602495863000:					1,063.75
05/02/2024	160426	Waseca County Treasurer	First Half Property Taxes-2024	602-49586-4800	99.02
Total 602495864800:					99.02
05/02/2024	20240433	Pantheon Computer Systems Inc.	Maintenance Agreement	602-49586-4950	993.96
05/02/2024	20240433	Pantheon Computer Systems Inc.	Maintenance Agreement	602-49586-4950	371.80
Total 602495864950:					1,365.76
05/02/2024	20240438	Stantec Consulting Services Inc	Conagra Wastewater Expansion	602-49593-5300	4,762.50
05/02/2024	20240438	Stantec Consulting Services Inc	Hospital Sewershed Analysis	602-49593-5300	11,776.75
Total 602495935300:					16,539.25
05/02/2024	20240438	Stantec Consulting Services Inc	Nelson Lift Station Evaluation	602-49593-5400	1,056.00
05/02/2024	20240444	W W Goetsch Associates Inc.	Lift Station Pump Rebuild	602-49593-5400	15,254.00
Total 602495935400:					16,310.00
Total Sanitary Sewer:					83,174.38
Electric Utility					
05/02/2024	160405	MN Sales and Use Tax Payable	Sales and Use Tax	604-20210-0000	31,177.48
Total 604202100000:					31,177.48
05/02/2024	160398	Lakeshore Rehabilitation Center	Commercial Rebate	604-37180-3722	4,288.00
04/26/2024	160339	Latham Place	Commercial Rebate	604-37180-3722	4,288.00- V
Total 604371803722:					.00
05/02/2024	160367	Madison National Life Insurance Co Inc	May 2024 LTD	604-49570-1340	3.16
Total 604495701340:					3.16
05/02/2024	52411	City of Waseca	April Utilities	604-49570-3800	70.37 M
Total 604495703800:					70.37
05/02/2024	160367	Madison National Life Insurance Co Inc	May 2024 LTD	604-49571-1340	74.86
Total 604495711340:					74.86
05/02/2024	20240396	Amazon	street light adaptor	604-49571-2170	19.98
05/02/2024	160372	Auto Value Waseca	Parts	604-49571-2170	13.99
05/02/2024	20240403	Border States Electric Supply	meter leads	604-49571-2170	67.18
05/02/2024	20240415	Huber Supply Co Inc	C/O tank refill	604-49571-2170	30.00
05/02/2024	20240423	Locators & Supplies Inc.	locate paint	604-49571-2170	418.50

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 604495712170:					549.65
05/02/2024	20240395	Amaril Uniform Co.	Safety Clothing - Morris	604-49571-2180	362.51
Total 604495712180:					362.51
05/02/2024	160428	Wesco Receivables Corp	Metering CT's Morgans Meat	604-49571-2215	462.96
Total 604495712215:					462.96
05/02/2024	160371	Ancom Communications Inc	Radios for boring	604-49571-2400	2,293.00
Total 604495712400:					2,293.00
05/02/2024	20240439	Stoltz Cleaning Services LLC	Electric Room Cleaning	604-49571-3100	20.00
05/02/2024	20240439	Stoltz Cleaning Services LLC	Electric Room Cleaning	604-49571-3100	20.00
05/02/2024	20240439	Stoltz Cleaning Services LLC	Electric Room Cleaning	604-49571-3100	20.00
Total 604495713100:					60.00
05/02/2024	160423	Verizon Wireless	Monthly Billing	604-49571-3200	120.03
Total 604495713200:					120.03
05/02/2024	20240428	MN Municipal Utilities Association	UG Apprentice Training - Huebl	604-49571-4940	585.00
Total 604495714940:					585.00
05/02/2024	160367	Madison National Life Insurance Co Inc	May 2024 LTD	604-49572-1340	7.38
Total 604495721340:					7.38
05/02/2024	160367	Madison National Life Insurance Co Inc	May 2024 LTD	604-49573-1340	13.71
Total 604495731340:					13.71
05/02/2024	160367	Madison National Life Insurance Co Inc	May 2024 LTD	604-49574-1340	4.22
Total 604495741340:					4.22
05/02/2024	20240421	JT Services of MN	Led post top bulbs	604-49574-2230	460.65
05/02/2024	20240421	JT Services of MN	Led post top bulbs	604-49574-2230	502.40
Total 604495742230:					963.05
05/02/2024	52411	City of Waseca	April Utilities	604-49574-3800	231.54 M
04/30/2024	42432	Xcel Energy	Monthly Service	604-49574-3800	557.55 M
Total 604495743800:					789.09
05/02/2024	52411	City of Waseca	April Utilities	604-49575-3800	766.56 M
Total 604495753800:					766.56
05/02/2024	160367	Madison National Life Insurance Co Inc	May 2024 LTD	604-49584-1340	2.11

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 604495841340:					2.11
05/02/2024	160367	Madison National Life Insurance Co Inc	May 2024 LTD	604-49585-1340	29.89
Total 604495851340:					29.89
05/02/2024	20240396	Amazon	Pen Refill	604-49585-2000	8.87
Total 604495852000:					8.87
05/02/2024	160383	Consolidated Communications	Monthly Billing	604-49585-3200	65.16
05/02/2024	160383	Consolidated Communications	Monthly Billing	604-49585-3200	66.42
05/02/2024	160420	U.S. Postal Service	Postage - May utility bills	604-49585-3200	543.26
Total 604495853200:					674.84
05/02/2024	20240432	On Target Inc.	Quarterly Cass Address Certification	604-49585-3500	49.44
Total 604495853500:					49.44
05/02/2024	160380	City of Waseca	Summit AR	604-49585-4320	444.25
05/02/2024	160417	Summit Account Resolution	Collection Fees	604-49585-4320	215.96
Total 604495854320:					660.21
05/02/2024	160367	Madison National Life Insurance Co Inc	May 2024 LTD	604-49586-1340	4.04
05/02/2024	160367	Madison National Life Insurance Co Inc	May 2024 LTD	604-49586-1340	15.47
Total 604495861340:					19.51
05/02/2024	20240433	Pantheon Computer Systems Inc.	Maintenance Agreement	604-49586-4950	993.96
05/02/2024	20240433	Pantheon Computer Systems Inc.	Maintenance Agreement	604-49586-4950	371.80
Total 604495864950:					1,365.76
05/02/2024	20240403	Border States Electric Supply	conversion supplies	604-49593-5300	422.01
05/02/2024	20240421	JT Services of MN	Streetlight bases for 8th Ave NE project	604-49593-5300	3,746.11
Total 604495935300:					4,168.12
05/02/2024	20240403	Border States Electric Supply	LCR supplies	604-49593-5400	73.20
05/02/2024	160418	Sunbelt Solomon Corporation	single phase trans. Gaiter	604-49593-5400	85,350.00
Total 604495935400:					85,423.20
Total Electric Utility:					130,704.98
Storm Water Utility					
05/02/2024	160367	Madison National Life Insurance Co Inc	May 2024 LTD	651-43140-1340	3.11
05/02/2024	160367	Madison National Life Insurance Co Inc	May 2024 LTD	651-43140-1340	16.59
05/02/2024	160367	Madison National Life Insurance Co Inc	May 2024 LTD	651-43140-1340	1.03
Total 651431401340:					20.73
05/02/2024	52411	City of Waseca	April Utilities	651-43140-3800	250.89 M

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 651431403800:					250.89
05/02/2024	160367	Madison National Life Insurance Co Inc	May 2024 LTD	651-49585-1340	3.32
Total 651495851340:					3.32
Total Storm Water Utility:					274.94
Central Garage Services					
05/02/2024	160367	Madison National Life Insurance Co Inc	May 2024 LTD	701-43180-1340	58.53
Total 701431801340:					58.53
05/02/2024	160372	Auto Value Waseca	Parts	701-43180-2170	490.96
05/02/2024	20240415	Huber Supply Co Inc	tank rental	701-43180-2170	16.50
05/02/2024	20240416	IFACS	general shop supplies	701-43180-2170	120.07
Total 701431802170:					627.53
05/02/2024	20240396	Amazon	power inverter for #11	701-43180-2210	81.34
05/02/2024	160372	Auto Value Waseca	Parts	701-43180-2210	1,447.69
05/02/2024	160389	Environmental Products & Access LLC	vac truck equipment	701-43180-2210	886.69
05/02/2024	160394	Flexible Pipe Tool & Equipment	jetter head tips	701-43180-2210	485.45
05/02/2024	160403	Mills Automotive Group	2113 window switch	701-43180-2210	25.58
05/02/2024	160403	Mills Automotive Group	Shocks # 2113	701-43180-2210	308.00
05/02/2024	20240435	Pomp's Tire Service Inc	Squad Tires	701-43180-2210	1,068.88
05/02/2024	20240446	Waseca Glass LLC	Poly	701-43180-2210	54.00
05/02/2024	20240448	Zarnoth Brush Works Inc.	bobcat broom refill	701-43180-2210	665.00
Total 701431802210:					5,022.63
05/02/2024	160375	Bock's Service Inc.	Tire Repair-#2295	701-43180-4000	141.50
05/02/2024	160403	Mills Automotive Group	Alternator #2158	701-43180-4000	536.35
05/02/2024	20240442	Tesch Service Center Co.	A/C Repair #2113	701-43180-4000	188.71
05/02/2024	20240442	Tesch Service Center Co.	New Tires #31	701-43180-4000	775.80
Total 701431804000:					1,642.36
Total Central Garage Services:					7,351.05
Property and Liability Insuran					
05/02/2024	160400	League of MN Cities Insurance Trust	Claim #207457	702-49955-3630	1,000.00
Total 702499553630:					1,000.00
Total Property and Liability Insuran:					1,000.00
Equipment Replacement Fund					
05/02/2024	160419	Tactical Night Vision Company	SWAT - night vision	705-49920-5400	8,850.76
Total 705499205400:					8,850.76
05/02/2024	160402	Midwest Fire	New 522 Final Invoice	705-49930-5400	209,541.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 705499305400:					209,541.00
Total Equipment Replacement Fund:					218,391.76
Grand Totals:					<u>1,232,641.37</u>

Report Criteria:

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



Date: 4-15-2024

6D

508 South State Street ■ Waseca, Minnesota 56093-3097
507-835-9700 ■ FAX 507-835-8871 ■ www.ci.waseca.mn.us

SPECIAL EVENT PERMIT APPLICATION

*If request includes closure of HWY13, MNDot Approval required prior to City approval

Answer all questions (please print). Write N/A (not applicable) where appropriate.

BoxCar Outdoor Bash
NAME OF EVENT

7/26 - 7/27/24
DATE OF EVENT

Todd Schmidt
Name of Applicant or Contact Person

Waseca Hockey Assco.
Sponsoring Organization

905 9th St SE
Applicant Address (Street, City, State, Zip)
Waseca MN 56093



Fax Number

Email Address

Type of Event:

- | | | |
|---|---|---|
| <input type="checkbox"/> Run/Walk Pg 2 | <input type="checkbox"/> Dance Pg 3 | <input type="checkbox"/> Fundraiser Pg 3 |
| <input type="checkbox"/> Parade Pg 2 | <input type="checkbox"/> Planned Demonstration Pg 3 | <input type="checkbox"/> Celebration Pg 3 |
| <input type="checkbox"/> Block Party Pg 3 | <input type="checkbox"/> Ceremony Pg 3 | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Street Fair Pg 3 | <input checked="" type="checkbox"/> Concert Pg 3 | |

Location and description of event: BoxCar Parking lot / Bands
Outside

rev Aug 2016

BLOCK PARTYSTREET DANCE**CONCERT**CELEBRATION**OTHER**

Event Components:

- A. Date requested: April 15, 2024
- B. Hours of operation, from 8 am/pm to 12:30 am/pm
- C. Set up: beginning date and time: 7-25-24
Dismantle: date and time: 7-28-24
- D. Anticipated number of participants: _____
Anticipated number of spectators: _____

City Services and Equipment:

Describe City services and/or equipment requested for the event. City barricades, cones, signs, and other equipment may be borrowed on an as-available basis. **Please make arrangements in advance to pick up and return this equipment.**

Picnic tables - WASECA HOCKEY HAS
MADE ARRANGEMENTS

Use of streets/City property:

NOTE: No permanent markings of route are allowed on any streets, sidewalks, or trails in the City of Waseca.

List any street(s) closing, or parking restrictions, requested for the event. Include the date and time of closing and reopening of the street(s). For a run/walk or parade, please include a map of the route.

List any City parks or facilities to be used during the event: _____

Food and Beverage:

- A. Will food and beverages be served? Yes No *IF NO, SKIP THIS SECTION*
B. Will you be using a catering service? Yes No

If yes, please specify name of Caterer: _____

- C. Will electrical service be needed for food preparation? _____

- D. Have you obtained the necessary permit(s) from the Waseca County Department of Environmental Health? Yes No

- E. Will alcoholic beverages be served? Yes No
(Please note that a separate license may be required for sale or serving of alcoholic beverages)

If yes, describe what method will be used to ensure that alcoholic beverages will be consumed by only persons 21 years of age or older:

Carding at main entrance, banding all persons over 21 years of age

Describe how, where, when and by whom the alcoholic beverages will be served:

Beer tubs / make shift bars outside also serving from inside bar.

Vendors or Concessionaries: *(IF NONE, SKIP THIS SECTION)*

- A. Please list vendors/concessionaires planned for the event: _____

- B. Describe how you intend to regulate, monitor and control the type, number and quality of vendors/concessionaries whom you may permit to operate in conjunction with the event:

Entertainment: *(IF NONE, SKIP THIS SECTION)*

Describe entertainment plans, i.e.; music, sound amplification or other noise impact, including the intended hours:

live Music both nights, starting @ 2pm until 12:30am

Security and Safety Procedures:

- A. Will you be requesting Police services? NO
- B. Describe your proposed procedures for set-up, operation, internal security and crowd control: We set everything up and have hired a private security service for crowd control.
- C. If the event is to occur at night, describe how you are going to light the event area in order to increase the safety of participants and spectators coming to and leaving the event:
Parking lot lights, ~~stage lights~~ stage lights
Tent lights
- D. Describe plans to provide first aid, if needed:
Private Security Services
- E. Provide the number and a general description of any vehicles or animals involved in the event (approximately how many and type of animal):
N/A

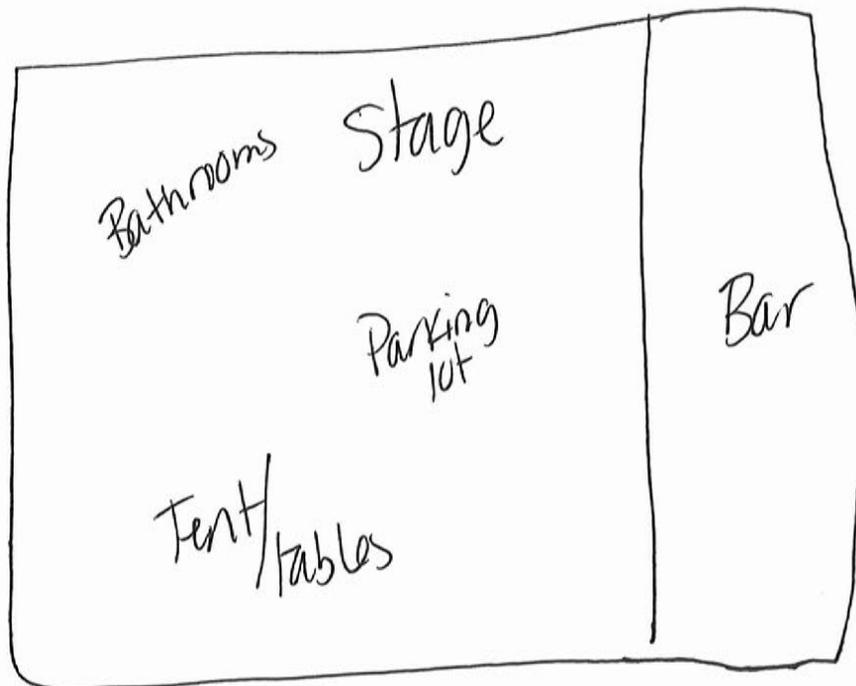
Sanitation Plan:

- A. Describe your plan for clean-up and material preservation. Include number, type and location of trash and recycling containers to be provided. Indicate who will be responsible for clean-up activities during and after the event, include phone number for individuals:
Using our own trash bins.

Location Map: (ALL EVENTS)

Please attach a map or drawing of your event layout. At minimum, the following items should be included. Please place a check mark or "x" by those included or N/A if not applicable:

- A. If a route is involved, the starting and finish areas should be marked with arrows, and the places where buses, autos, and other motorized vehicles need to be considered and marked.
- B. Size and location of any tents, structures.
- C. Entertainment and/or stage locations.
- D. Alcoholic beverage concession areas.
- E. Non-alcohol concession area.
- F. Food concession area (cooking, serving, consumption areas).
- G. General merchandise and/or concession areas
- H. Portable toilet facilities, indicate number : _____ Location(s): _____
On Map _____
- I. First aid facilities.
- J. Event participant and/or spectator parking areas.
- K. Event organizer's command post.
- L. Fireworks or pyrotechnics site
- M. Vehicle fuel handling site.
- N. Fencing or other barricades, etc. for securing event area
- O. Site of electrical wiring to be installed for the event.
- P. Trash receptacles, indicate number _____.



Insurance:

Applicant must provide proof of insurance coverage for the event. Attach to this application either an insurance policy or a certificate of insurance including the policy number, amount (minimum of \$1,000,000) and the provision that the City of Waseca is included as an additional insured. Please note: insurance requirements depend upon the level of risk of the event.

The MINNESOTA DATA PRACTICES ACT requires that we inform you of your rights about the private data we are requesting on this form. Private data is available to you, but not the public. We are requesting this data to determine your eligibility for a license from the City of Waseca. Providing the data may disclose information that could cause your application to be denied. You are not legally required to provide the data; however, refusing to supply the data may cause your license to not be processed. Under MS 2 70.72, the City of Waseca is required to provide the Minnesota Department of Revenue your Minnesota Tax ID Number or Social Security Number if it is given. This information may be used to deny the issuance, renewal or transfer of your license if you owe the Minnesota Department of Revenue delinquent taxes, penalties, or interest. The Department of Revenue may supply information to the Internal Revenue Service. In addition, this data can be shared by Waseca City Staff, the State of Minnesota Driver License Section, Waseca County Auditor-Treasurer, and Bureau of Criminal Apprehension. Your signature on this application indicates you understand these rights. Your residence address and telephone number will be considered public data unless you request this information to be private and provide an alternate address and telephone number. Please sign below to indicate you have read this notice:

Signature: Todd Schmit

Date: 4-15-24

I request that my residence address and telephone number be considered private data. My alternative address and telephone number are as follows:

Address: 905 9th St SE



Additional Permits (IF APPLICABLE)

Additional permissions may be required including but not limited to, the following:

A. Building Permit:

Attach to this application a copy of your building permit(s) if you are installing any electrical wiring on a temporary or permanent basis and/or if you are building any temporary or permanent structures such as bleachers, scaffolding, a grandstand, reviewing stands, stages or platforms.

B. Fire Department Permit(s):

Attach to this application any permission required by fire regulations for such things as open flame; fireworks or pyrotechnics; vehicle fuel; cooking facilities; enclosures (and tables within those enclosures); tents, air supported structures, canopies, or any fabric shelters.

C. Other Permits:

Certain other licensing may be required by city, county, and state agencies. It is your responsibility to check with the local authorities to determine what licensing is required before final submission of this application.

ANY FALSIFICATION OF ANSWERS TO THE PRECEDING QUESTIONS WILL RESULT IN DENIAL OF THE APPLICATION.

Todd Schmidt
Signature of Applicant

4-15-24
Date

Attachments Included (if applicable):

- Insurance Certificate
- Fireworks Application
- MnDOT Authorization
- List of Special/Unusual Request(s)
- Park Reservation Form
- Map
- Alcohol Permit
- Other

Title:	Set Public Hearing for Hospital Sewershed Resolution No. 24-29		
Meeting Date:	May 7, 2024	Agenda Item Number:	6E
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE	Supporting Documents:	<ul style="list-style-type: none"> Resolution 24-29
Originating Department:	Administration	Presented By:	Consent Agenda
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: City Council sets the date of May 21, 2024, for the public hearing for the amendment for improvements within the Hospital Sewershed.		

BACKGROUND: The purpose of Resolution 24-29 is to comply with State requirements to construct sanitary sewer infrastructure improvements as the city applies for State financial assistance. There will be a presentation at the May 21st city council meeting which will explain the recommended improvements within the Hospital Sewershed.

As a reminder, the City of Waseca was recently awarded \$2.1 million in federal Congressionally Directed Spending (CDS) funds to reduce Inflow and Infiltration (I&I). The appropriated funds will be directed towards reducing I&I within the Hospital Sewershed because the majority of raw sewage pumping from the sanitary sewers to Clear Lake and Rice Lake occurs within this sewershed.

BUDGET IMPACT: Because of the \$2.1 million federal award, sanitary sewer revenue from city customers can be used for additional sanitary sewer capital improvement projects. Overall, the city is seeking over \$13 million in federal and state grants to supplement customer revenue as the city continues with projects to reduce basement flooding and sewage pumping to lakes so that *sanitary sewer capacity will become available for community residential and business growth while also working to comply with State statutes.*

ALTERNATIVES CONSIDERED: All forms of revenue are being considered to improve the sanitary sewer infrastructure for community growth and to comply with State statutes.

RECOMMENDATION: City Council sets the date of May 21, 2024, for the public hearing for the amendment for improvements within the Hospital Sewershed.

RESOLUTION NO. 24-29

**A RESOLUTION OF THE CITY OF WASECA ADOPTING THE FACILITY PLAN
AMENDMENT FOR HOSPITAL SEWERSHED SANITARY SEWER SYSTEM
IMPROVEMENTS**

THE CITY COUNCIL OF THE CITY OF WASECA RESOLVES:

WHEREAS, the City of Waseca retained Stantec to prepare a Sanitary Sewer Facility Plan Amendment for collection system improvements within the Hospital Sewershed; and

WHEREAS, a public hearing was held on May 21, 2024, at 7:00 pm to present the Facilities Plan and gather public input regarding the proposed infrastructure improvements; and

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

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

Adopted by the City of Waseca on this 21st day of May 2024.

RANDY L. ZIMMERMAN
MAYOR

ATTEST:

JULIA HALL
CITY CLERK



Request for City Council Action

Title:	SET A PUBLIC HEARING REVISING ORDINANCE NO. 1111– REGULATING MOBILE FOOD VENDING TO INCLUDE FOOD TRUCKS, VENDING WAGONS, FOOD STANDS, AND FOOD CARTS		
Meeting Date:	MAY 7 th , 2024	Agenda Item Number:	6F
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE	Supporting Documents:	<ul style="list-style-type: none"> • Ordinance No. 1111 • Map- Eligible Mobile Vending Locations • Sample Application
Originating Department:	Administration	Presented By:	Consent Agenda
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Set a Public Hearing for the May 21 st Regular City Council Meeting on Ordinance 1111, a revision to Chapter 120, Regulating Mobile Food Vending, to include Food Trucks, Vending Wagons, Food Stands, and Food Carts		

BACKGROUND: Food Trucks have been becoming increasingly popular all over the State of Minnesota. They could be allowed in Waseca through a revision of Chapter 120, which would allow the City Council to adopt an annual fee to attract more food trucks and bring more options to residents and businesses.

This proposed ordinance would also allow food trucks, vending wagons, food stands, and food carts, herein referred to as “food trucks,” to operate in designated public locations throughout the city. Currently, they can only operate in private commercial parking lots, with no permit needed.

Food trucks will not be allowed to operate along city streets or in city parks without a Special Event Permit submitted to and approved by the City of Waseca.

Due to safety concerns, the proposed language will not allow food trucks to operate on Elm Avenue (Old Highway 14) or State Street (Highway 13) at any time.

This revision will allow food trucks to operate in designated public parking lots with a permit obtained from Waseca City Hall staff. The revision will also continue to allow food trucks to operate in private commercial lots with no permit needed.

Residential seasonal lemonade stands are exempt from the proposed ordinance based on Minn. Stat. §157.22(15). Ice Cream trucks and other mobile vending vehicles would continue to need permits from the City of Waseca and are included as part of the proposed Ordinance 1111.

BUDGET IMPACT: This Ordinance will cost less than \$100 to publish. The permit fee is proposed at \$5.00 per permit for one year from the date of application.

RECOMMENDATION: Staff recommends the Waseca City Council set a date for a public hearing on revisions to Chapter 120 to allow mobile food trucks, vending wagons, food stands, and food carts with a city-issued permit for 7:00 p.m. on Tuesday, May 21st, 2024.

ORDINANCE NO. 1111

**AN ORDINANCE OF THE CITY OF WASECA
REGULATING MOBILE FOOD VENDING TO INCLUDE FOOD TRUCKS, VENDING WAGONS,
FOOD STANDS & FOOD CARTS**

The City of Waseca does hereby ordain:

The Revision of *Chapter 120: Mobile Food Vending of the Waseca City Code of Ordinances:*

120.01 DEFINITIONS:

FARMERS' MARKET – an association of three or more persons who assemble at a defined location that is open to the public for the purposes of selling directly to the consumer the products of a farm or garden occupied and cultivated by the person selling the product. These products would include products that meet the cottage food exemptions under state law.

FOOD CART – A food and beverage service establishment propelled by the operator, a non-motorized vehicle. Minn. Stat. §157.15(6)

MOBILE FOOD TRUCK – Every motor vehicle in which foods of any kind are carried for the purposes of selling at retail sale on City streets or other public rights-of-way.

MOBILE FOOD VENDING VEHICLE – A mobile food unit is a food and beverage service establishment that is a vehicle-mounted unit, either motorized or trailered and readily movable, without disassembling, for transport to another location. The unit can operate no more than 21 days annually at any one place unless operated at the site of and in conjunction with a permanent business licensed under Minnesota Statutes Chapter 157 or Chapter 28A. All mobile food units must be operated in compliance with the Minnesota Food Code.

MOBILE FOOD VENDING – A food and beverage service establishment that is a vehicle-mounted or any stationary unit but not permanently located.

OPERATOR—*Any person, firm, or corporation that owns, leases, contracts, or in any other fashion permits a person to operate upon the City streets or other public rights-of-way any food vending vehicle for the purpose of vending, or the person driving or operating any such vehicle.*

PRE-PACKAGED FOOD TRUCK – A vehicle offering prepared and pre-packaged food, such as ice cream products.

SEASONAL/TEMPORARY FOOD STAND – A food and beverage service establishment that is a food stand that is disassembled and moved from location to location but operates no more than twenty-one (21) days annually at any one location. A seasonal/temporary food stand may operate for more than 21 days annually at any one place with the approval of the regulatory authority, as defined in Minnesota Rules, part 4626.0020, subpart 70, that has jurisdiction over the seasonal/temporary food stand. *This shall not include mobile food vending vehicles.* Minn. Stat. §157.15(13)

SPECIAL EVENT FOOD STAND – A food and beverage service establishment that is used in conjunction with celebrations and special events and which operates no more than three times annually for no more than ten (10) total days. Minn. Stat. §157.15(14)

VENDING WAGONS– Offering food for sale from a motor vehicle on the city streets or other public rights-of-way.

120.02 PERMIT REQUIRED:

No person, business, or other entity may operate a mobile food truck or mobile food vending vehicle on any property owned or controlled by the City of Waseca, including City streets, paths and sidewalks, City lots, or City parks, without following the provisions of this ordinance.

The fee for an annual permit shall be in an amount as duly established by the City Council, which is reviewed from time to time and shall entitle the operator to vend from one such vehicle for one year from the date of permit purchase. An additional permit fee shall be paid for each additional vehicle utilized by an operator.

The applicant must submit a written application on a form prescribed by the city and include the following with its application:

- a) A copy of its current Retail Mobile Food Handler license issued by the MN Department of Health or Waseca County. A decal must be displayed on the vehicle as required by the MN Department of Health.
- b) Insurance or certificate for insurance coverage as required under Section 120.04.

An applicant will not be allowed to park along City streets or in City parks. However, a Special Event Permit submitted to and approved by the City of Waseca may allow special exceptions.

The applicant will not be allowed to park along Elm Avenue or State Street (Highway 13) at any time.

The applicant may enter private areas and lots with prior approval from that specific landowner.

The applicant may enter public parking lots with a current city-issued permit.

The applicant may enter a City Park with a paid park reservation for that day or as part of an approved Special Event application and must remain on a paved lot.

Upon approval of the application by the City, a permit for each vehicle permitted will be issued, which must be displayed by the operator in the corresponding vehicle.

120.03 FEES:

The fee shall be in an amount as established by the City Council from time to time.

An annual fee shall be charged for the operation of a vehicle year-round.

120.04 INSURANCE:

A permit will not be issued until the applicant has filed with the City evidence of insurance insuring the applicant against liability imposed by law arising out of the ownership, maintenance, or operation of such private business in amounts of at least \$100,000 per individual, \$500,000 per single incident and \$100,000 for property damage. The City shall be named as an additional insured in the policy providing such insurance. Such policy shall further provide that it may not be canceled except upon ten (10) days written notice filed with the City. The certificate shall contain an acknowledgment signed by the insurer that prior to modification, cancellation, or termination of the subject policy, written notice shall first be sent to the City by said insurance company.

A permit is effective only if the required insurance coverage is constantly maintained and evidence of its continuance is on file with the City.

120.05 RESTRICTIONS ON VENDING ACTIVITY:

1. An operator shall vend only when the food vending vehicle is lawfully stopped.
2. An operator shall vend only from the side of the vehicle away from moving traffic and as near as possible to the curb or side of the street.
3. An operator shall not vend to any person standing in the roadway; the vehicle must face away from the roadway.
4. An operator shall park a minimum of 30 feet from the nearest intersecting curb line.
5. ~~No vending activity shall occur between 11:00 PM and 7:00 AM on any given day. Special exceptions may be allowed with a Special Event Permit submitted to and approved by the City of Waseca.~~
6. The City will provide no water or electricity without an approved Special Event Permit application. Only available at select locations.

120.06 PARKING:

Parking in city lots is permitted when complying with all ordinances, regulations, parking zones, and signage.

Parking in city streets and parks may be allowed with a Special Event Permit submitted to and approved by the City of Waseca.

Sales by the permitted operator shall be made on paved lots or streets only and on the curbside only. The vehicle shall be parked within one (1) foot of the curb and a minimum of 30 feet from the nearest intersecting curb line and in compliance with all ordinances, regulations, parking zones, and posted signage.

An operator is prohibited from reserving a parking space by blocking, barricading, hooding, signing, or preventing another vehicle from occupying it in any other manner.

The Waseca Zoning Ordinance regulates food vending vehicles on private property. If the vehicle is located on private property, consent from the property owner must be available upon request by the City.

120.07 SIGHT VISIBILITY AND SAFETY:

For the safety of the general public, the Waseca Police Department/City Staff reserves the right to require the immediate relocation of food vending vehicles if their placement substantially restricts the visibility of motorists, bicyclists, or pedestrians or in any other way impacts roadway conditions in an unsafe manner.

120.08 EXCEPTIONS:

The provisions of this ordinance shall not apply to individuals or businesses operating food delivery services that deliver food directly to the consumer's location or who sell at a farmers' market.

Residential seasonal lemonade stands are exempt from the proposed ordinance based on Minn. Stat. §157.22(15).

120.09 PENALTY:

Any operator violating any provision of this ordinance shall face revocation of their permit or a misdemeanor offense.

120.10 SEVERABILITY AND SAVINGS CLAUSE:

If any section or portion of this ordinance shall be found unconstitutional or otherwise invalid or unenforceable by a court of competent jurisdiction, those findings shall not invalidate or affect the validity and enforceability of any other section or provision of this ordinance.

This Ordinance shall be in full force ten (10) days following its passage and publication.

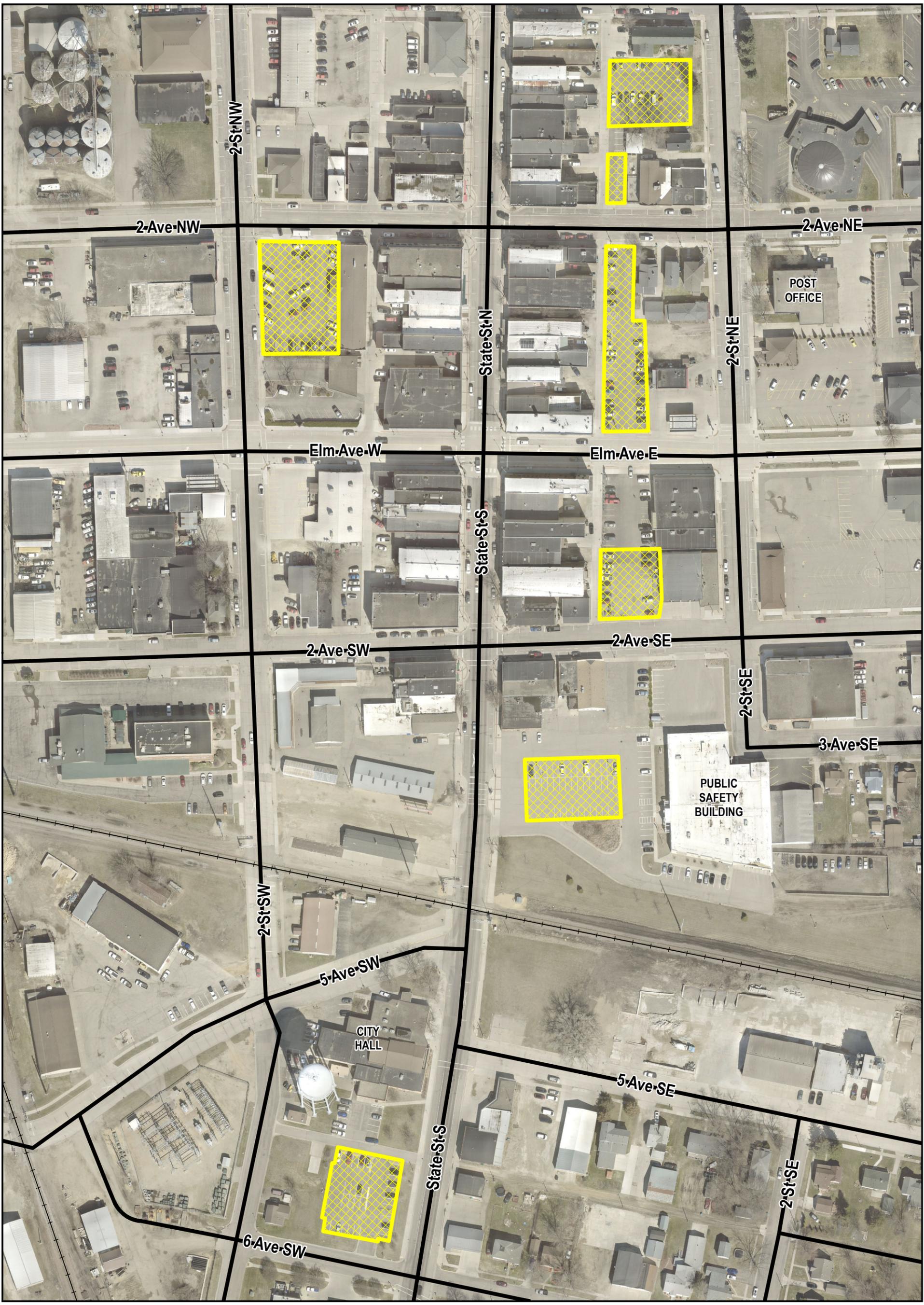
Passed by the City Council of Waseca, Minnesota, on this ____ day of ____, 2024

Randy L. Zimmerman
Mayor of Waseca

Attested:

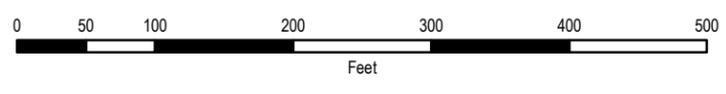
Julia Hall
City Clerk

Introduced:
Adopted:
Published:
Effective:



ELIGIBLE FOOD TRUCK LOCATIONS

The data represented on this document is neither a legally recorded map nor a survey, and is intended for reference purposes only. The information presented has not been verified and neither the City of Waseca, nor its employees or agents makes any representation to the accuracy of the features and data presented here within. This map was created through the use of several city, county, state and federal data sources. For specific information regarding this map, or to report errors or omissions, contact the City of Waseca Engineering Department.





City of Waseca Chapter 120: Mobile Food Vending License Application

Approved: _____ Denied: _____ Reason for Denial: _____

Annual License \$5/year

Applicant Information

Full Name: _____ Date: _____
Last First M.I.

Address: _____
Street Address Apartment/Unit #

City State ZIP Code

Phone: _____ Email _____

Business Information

Name of Business _____ State I.D. _____

Application is in Conjunction with Special Event Application

No: _____ Yes: _____ Event Name: _____ Event Contact Name: _____

Vending Vehicle Information

Year _____ Make: _____
Model _____ License _____
Plate #: _____

Insurance Information

Insurance Company _____ Policy Number _____

Insurance Requirements

Must provide a Certificate of Insurance with commercial general liability insurance policy for its mobile food cart and mobile food vehicle operations in an amount not less than \$100,000 per individual, \$500,000 per single incident, and \$100,000 for property damage occurring in any year. Licensee shall name and maintain the City of Waseca as an additional insured on the insurance policy.

Applicant Acknowledgment and Signature

Signature: _____ Date: _____

- _____ Attach a copy of a Certificate of Insurance which can verify this information.
- _____ Attach proof of a Food Handler's Permit, MN Department of Health Permit or Waseca County license required.

Amount Paid: \$ _____ Check # _____ Cash: _____ Last 4 Credit Card _____

City Representative, Name and Title Date



Request for City Council Action

Title:	SET A PUBLIC HEARING FOR ORDINANCE 1112 REGULATING SPECIALIZED VEHICLES		
Meeting Date:	MAY 7 th , 2024	Agenda Item Number:	6G
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE	Supporting Documents:	<ul style="list-style-type: none"> • Ordinance No. 1112 • Sample Application
Originating Department:	Administration	Presented By:	Consent Agenda
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Set a date for a public hearing on Ordinance 1112 Regulating Specialized Vehicles for 7:00 p.m. on Tuesday, May 21 st , 2024.		

BACKGROUND: All-terrain vehicles (ATVs) (Class 1 & 2), Utility vehicles (UTVs), Mini-Trucks, and Motorized golf carts—herein referred to as “specialized vehicles” have been becoming increasingly popular for in-city commuting all over the State of Minnesota. They could be legally operated in Waseca by adopting Ordinance 1112.

This ordinance provides reasonable regulations for the use of these specific specialized vehicles on public roadways within the City of Waseca. It is not intended to allow what the Minnesota Statutes prohibit or to prohibit what the Minnesota Statutes expressly allow.

The proposed language and Minnesota Statute §84.928(j) will not allow specialized vehicles to travel on State Street (Highway 13).

A specialized vehicle operator may cross any street or highway intersecting a designated roadway.

No person shall operate an ATV, Utility Task Vehicle, mini truck, or golf cart on streets, alleys, or city-owned property within the City of Waseca without obtaining a permit for that specific vehicle.

BUDGET IMPACT: This Ordinance will cost less than \$100 to publish, and decals for the permits will cost less than \$5.00 for a three (3) year permit.

RECOMMENDATION: Staff recommends the Waseca City Council set a date for a public hearing on Ordinance 1112 Regulating Specialized Vehicles for 7:00 p.m. on Tuesday, May 21st, 2024.

ORDINANCE NO. 1112

AN ORDINANCE OF THE CITY OF WASECA

REGULATING SPECIALIZED VEHICLES: ALL-TERRAIN VEHICLES (ATVs)

UTILITY TASK VEHICLES (UTVs), MINI-TRUCKS, AND GOLF CARTS.

The City of Waseca, Minnesota, ordains:

Subd. 1. Purpose and Intent

This ordinance provides reasonable regulations for the use of All-Terrain Vehicles (ATVs), Utility Task Vehicles (UTVs), Mini-Trucks, and Golf Carts, herein known as “specialized vehicles,” on public roadways within the City of Waseca. It is not intended to allow what the Minnesota Statutes prohibit or to prohibit what the Minnesota Statutes expressly allow. This is a discretionary program that each local government may choose to set up. ATV, UTV, and Golf Cart operations are essentially prevented if a local government has not taken the steps of establishing the ordinance and issuing special permits. Minn, Stat §169.045.

Subd. 2. Definitions

- A. **All-Terrain Vehicles (ATVs):** As described by the Minnesota Department of Natural Resources (DNR)- and may be amended from time to time.
 - 1. Class 1 all-terrain vehicle means an all-terrain vehicle (ATV) that has a total width from outside of tire rim to outside of tire rim that is fifty (50) inches or less.
 - 2. Class 2 all-terrain vehicle means an all-terrain vehicle (ATV) that has a total width from outside of tire rim to outside of tire rim that is greater than 50 inches but not more than 65 inches.
 - 3. Vehicles not considered ATVs include electric-assisted bicycles, dune buggies, go-carts, or vehicles designed and used specifically for lawn maintenance, agriculture, logging, or mining purposes.

- B. **Designated roadways:** Permitted on roads within the city limits of Waseca, excluding only Minnesota State Highway 13 (State Street) and Subd 4 (G)(2) Operation, Golf Cart.

- C. **Driver/Operator:** A person who drives, operates, or is in physical control of a specialized vehicle.

- D. **Golf cart:** A golf cart is a vehicle with four wheels used primarily for light terrain slow-moving operation. For purposes of this ordinance, a golf cart shall be equipped with the following:
 - 1. Rear view mirrors as defined by Minn. Stat. 169.70
 - 2. Slow-moving vehicle placard/emblem provided for in Minn. Stat. 169.522.

- E. **Mini-truck:** as defined by Minn Stat. §169.011, Subd. 40, as may be amended from time to time. For purposes of this ordinance, a mini-truck shall be operated under a permit on designated roadways.

If the Mini-Truck has a current Department of Motor Vehicle registration, it does NOT need a City of Waseca permit.

- F. **Permittee:** A person who has obtained a permit for a specialized vehicle.
- G. **Physically Disabled resident** – an individual who meets the criteria outlined in Minn. Stat. §169.345, Subd. 2.
- H. **Utility Task Vehicles (UTVs):** As defined by Minn. Stat. 169.045, subd. 1 (3), a side-by-side, four-wheel drive, off-road vehicle that has four wheels, is propelled by an internal combustion engine with a piston displacement capacity of 1,200 cubic centimeters or less and has a total dry weight of 1,800 but less than 2,600 pounds.

Subd. 3. Permits

No person shall operate a specialized vehicle within the City of Waseca without obtaining a permit per Minn. Stat. §169.045.

Obtain permits and stickers from the Waseca Police Department during normal business hours.

- A. Every application for a permit shall be made on a form supplied by the City of Waseca and shall contain all the following information:
 - 1. The applicant's name, address, and date of birth.
 - 2. Provide the model, make, year, and registration information of the specialized vehicle that is being permitted.
 - 3. ATV/UTV Registration with the Minnesota Department of Natural Resources (DNR) under Minn. Stat. §84.922
 - 4. The current driver's license number for all operators of the specialized vehicle(s) to be permitted.
 - 5. If the driver/operator is born after July 1, 1987, and is requesting a permit for an ATV or UTV, they must provide proof of successful completion of the ATV Safety Training course from the Minnesota Department of Natural Resources. Per Minn. Stat. 84.925 Subd. 5.
 - 6. Proof of insurance, including the company name, policy number, effective dates, and coverage covering the permitted vehicle.
- B. Permits shall be granted for a period of three (3) years. Permit fees will not be prorated, transferred, or refundable.

- C. The three-year permit fee shall be in an amount duly established by the City Council from time to time and set forth in the City of Waseca Master Fee schedule.
- D. No permit will be issued if:
 - 1. the applicant has had their driving privileges suspended, revoked, or canceled for any and all reasons.
 - 2. The applicant fails to comply with any required documents outlined in the application form.
- E. An applicant may apply for more than one permit. Each ATV, UTV, mini-truck, or golf cart must have its own application and permit. Permit transfers are not allowed.
- F. Minn. Stat. §84.928 Subd. 5; Nothing in this ordinance or Minn. Stat. prohibits the use of specialized vehicles within the right of way without a city permit in an organized contest or event, subject to the consent of a Special Event Permit.

Subd. 4. Operation

- A. Any specialized vehicle operating on designated roadways in the City of Waseca shall have a valid permit sticker pursuant to Subd. 3, and the vehicle's driver shall be at least sixteen (16) years of age with a valid driver's license. Refer to the permit application for an acceptable vehicle sticker location.
- B. Golf carts shall display the slow-moving vehicle placard/emblem when operated on designated roadways provided for in Minn. Stat. §169.045 and Minn. Stat. §169.522, as it may be amended from time to time.
- C. Specialized vehicles shall be equipped with a rearview or side mirror to provide the driver with adequate vision from behind as required by Minn. Stat. §169.70, as it may be amended from time to time.
- D. The operator shall provide a signal of intention when turning or stopping the specialized vehicle as defined in Minn. Stat. §169.19.
- E. Specialized vehicles not equipped with headlights may only be operated from sunrise to sunset. They shall not be operated in inclement weather conditions when visibility is impaired by weather, smoke, fog, or other conditions or at any time when there is insufficient light to clearly see persons and vehicles on the roadway at a distance of 500 feet.
- F. Every person operating a specialized vehicle under a permit on designated roadways has all the rights and duties applicable to the driver of any other vehicle under the provisions of Minnesota Statute Chapter 169, as it may be amended from time to time, except when these provisions

cannot reasonably be applied to mini-trucks and except as otherwise specifically provided in Minn. Stat. § 169.045, subd. 7, as it may be amended from time to time.

- G. Specialized vehicles are permitted to operate only on city streets and County State Aid roads (CSAH). Not State or Federal highways, except when crossing such highways per Minn. Stat. §84.928.
 - 1. Residences on Minnesota Highway 13 (State Street) may be accessed via the nearest legal street.
 - 2. Golf carts are not allowed on CSAH 2, Elm Avenue, except to cross Elm Avenue at the nearest cross street to and for residents on Elm Avenue.
 - 3. Specialized vehicles are not permitted to operate on any property designated for use as an airport.
- H. Specialized vehicles are not allowed on any bike or walking trail within the city limits of Waseca or on the Clear Lake perimeter trail.
- I. A person less than eighteen (18) years of age shall not ride as a passenger or as an operator on the roadways in the City of Waseca unless they are wearing a safety helmet approved by the Commissioner of Public Safety and/or is deemed Department of Transportation (DOT) certified and approved.
- J. A person under eighteen (18) years of age shall not ride as a passenger or as an operator of an ATV without wearing a seatbelt when provided by the manufacturer.
- K. The number of occupants on the specialized vehicle may not exceed the design occupant load.
- L. Specialized vehicles must obey all parking rules found in Chapter 71 of the Waseca, MN Code of Ordinances.
- M. Specialized vehicles must abide by all Minnesota Statutes and regulations that may not be specifically outlined in this ordinance.
- N. The operation of specialized vehicles shall be the total risk and responsibility of the driver/operator. By passing this ordinance, the City of Waseca assumes no responsibility for the operation and shall be held harmless in any action arising from its operation.
- O. The City or its designee may suspend, revoke, or deny a permit at any time if the permittee has violated or allowed a violation to occur within the provisions of this ordinance or Minnesota Statute Chapter 169, as it may be amended from time to time, or if there is evidence that the permittee cannot safely operate the specialized vehicle.

P. Authorized City of Waseca staff may operate city-owned all-terrain or utility task vehicles without obtaining a permit within the city. City vehicles may be operated at any time and on any state or federal highway, city street, sidewalk, trail, right-of-way, or public property when conducting City business.

Q. The operation of specialized vehicles shall not impede traffic, per Minn. Stat. §169.15.

Subd. 5. Storage

The storage of specialized vehicles on residentially zoned properties shall comply with City of Waseca ordinances.

Subd. 6. Violation; Penalty

- A. Any permittee violating or allowing this ordinance to be violated shall have their permit to operate a specialized vehicle in the City of Waseca revoked and shall be cited for a misdemeanor offense.
- B. Any person who operates a specialized vehicle without the required permit shall be cited for a misdemeanor offense.

This ordinance shall take effect ten (10) days after its adoption.

Adopted this ____ day of _____, 2024.

Randy L. Zimmerman
Mayor of Waseca

Attested:

Julia Hall
City Clerk

Introduced:
Adopted:
Published:
Effective:



City of Waseca Specialized Vehicle Permit Application

City of Waseca Police Department - 303 South State Street, Waseca, MN 56093 - Phone: 507-835-9720

Applicant Information

Full Name: _____
Last First M.I.

Address: _____
Street Address Apartment/Unit #

City State ZIP Code

Phone: _____ Email _____

Driver's License

Drivers License No. _____ State _____

Specialized Vehicle Information

Year _____ Make: _____

Model _____ Serial #: _____

Insurance Information

Insurance Company _____

Attach a copy of the insurance policy to the application.

Applicant Acknowledgment and Signature

I understand that this permit is valid from January 1st - December 31st, expiring after the third year. I hereby certify that I have read and examined this application and know the same to be true and correct. I agree that all laws and ordinances governing specialized vehicle operations in Waseca will be complied with whether they are specified herein or not. By signing this permit application, the applicant or driver of the specialized vehicle (listed above): 1) attests that said specialized vehicle listed above complies with City regulations and 2) hereby agrees to abide by the conditions of the permit included with the application and Waseca City Codes, Ordinance 1112 and Minnesota Statute. Failure to abide by the conditions of the permit may result in the revocation of this permit by the City of Waseca and shall be guilty of a misdemeanor offense.

Signature: _____ Date: _____

Office Use Only:

Date Issued:	Three-Year Permit Fee: \$ _____ Fees will be established from time to time by Resolution of the Council.	Check #: _____ Cash: _____ Credit Card Last 4: _____
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Title:	RESOLUTION NO. 24-24: REPORT OF BIDS AND AWARDING THE CONTRACT FOR THE 11 TH AVE NW REHABILITATION PROJECT (CITY PROJECT NO. 2024-02)		
Meeting Date:	May 7th, 2024	Agenda Item Number:	6H
Action:	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE	Supporting Documents:	<ul style="list-style-type: none"> • Resolution No. 24-24 • Bid Tabulation
Originating Department:	Engineering	Presented By:	City Engineer
Approved By City Manager: <input checked="" type="checkbox"/>			

BACKGROUND: On April 19th, a total of four (4) bids were received for the 11th Ave NW Rehabilitation Project (City Project No. 2024-02) with the lowest responsible bid from WW Blacktopping Inc. in the amount of \$264,525.15.

BUDGET IMPACT: The low bid is \$99,156.85 below the engineer’s estimate of \$363,682. On April 1st, this project was awarded a Local Road Improvement Program (LRIP) grant of up to the awarded low bid amount. It is anticipated that all project construction items will be eligible for grant reimbursement. The City will be responsible for any construction costs that exceed the grant covered low bid amount.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 24-24 reporting the bids and authorizing the City Manager, or designee, to award the contract for the 11th Ave NW Rehabilitation Project (City Project No. 2024-02) to WW Blacktopping Inc. in the amount of \$264,525.15.

RESOLUTION NO. 24-24

**REPORT OF BIDS AND AWARDING THE CONTRACT FOR THE
11TH AVENUE NW REHABILITATION PROJECT
(CITY PROJECT NO. 2024-02, SAP NO. 172-115-005)**

WHEREAS, bids for construction of the 11th Avenue NW Rehabilitation Project were received and tabulated, and;

WHEREAS, the lowest responsible bid was from WW Blacktopping Inc. of Mankato, Minnesota in the amount of \$264,525.15.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Waseca that the City Manager, or designee, is hereby authorized and directed to enter into a contract with said bidder for construction of the 11th Avenue NW Rehabilitation Project.

Adopted this 7th day of May 2024.

MARK CHRISTIANSEN
MAYOR PRO TEM

ATTEST:

MICHELLE MURPHY
ADMINISTRATIVE ASSISTANT



BID TABULATION
11th Ave NW Rehabilitation Project
City Project No. 2024-02, SAP No. 172-115-005

CITY OF WASECA - ENGINEERING

ITEM NO.	ITEM DESCRIPTIONS	UNITS	ESTIMATED QUANTITIES	ENGINEER'S ESTIMATE		WW BLACKTOPPING, INC.		OMG MIDWEST, INC.		ULLAND BROTHERS, INC.		CRANE CREEK ASPHALT	
				UNIT PRICES	ITEM TOTALS	UNIT PRICES	ITEM TOTALS	UNIT PRICES	ITEM TOTALS	UNIT PRICES	ITEM TOTALS	UNIT PRICES	ITEM TOTALS
1	MOBILIZATION	LS	1	\$25,000.00	\$25,000.00	\$15,000.00	\$15,000.00	\$17,000.00	\$17,000.00	\$23,500.00	\$23,500.00	\$26,675.00	\$26,675.00
2	REMOVE CURB AND GUTTER	LF	444	\$10.00	\$4,440.00	\$8.50	\$3,774.00	\$10.00	\$4,440.00	\$6.80	\$3,019.20	\$12.00	\$5,328.00
3	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	1,002	\$5.00	\$5,010.00	\$4.50	\$4,509.00	\$1.85	\$1,853.70	\$1.85	\$1,853.70	\$1.85	\$1,853.70
4	REMOVE BITUMINOUS PAVEMENT	SY	334	\$10.00	\$3,340.00	\$8.85	\$2,955.90	\$6.00	\$2,004.00	\$10.60	\$3,540.40	\$15.00	\$5,010.00
5	REMOVE CONCRETE WALK	SF	589	\$5.00	\$2,945.00	\$2.10	\$1,236.90	\$7.80	\$4,594.20	\$4.50	\$2,650.50	\$6.00	\$3,534.00
6	BITUMINOUS PATCH (SPECIAL)	SY	248	\$50.00	\$12,400.00	\$64.00	\$15,872.00	\$48.10	\$11,928.80	\$70.00	\$17,360.00	\$70.00	\$17,360.00
7	MILL BITUMINOUS PAVEMENT (SPECIAL)	SY	11,354	\$5.00	\$56,770.00	\$1.45	\$16,463.30	\$2.70	\$30,655.80	\$2.85	\$32,358.90	\$1.60	\$18,166.40
8	BITUMINOUS MATERIAL FOR TACK COAT	GAL	1,018	\$3.00	\$3,054.00	\$2.35	\$2,392.30	\$2.25	\$2,290.50	\$0.01	\$10.18	\$0.01	\$10.18
9	TYPE SP 9.5 WEARING COURSE MIX (2;C) (SPWEA240C)	TON	1,643	\$100.00	\$164,300.00	\$77.25	\$126,921.75	\$99.00	\$162,657.00	\$95.00	\$156,085.00	\$95.00	\$156,085.00
10	ADJUST CLEANOUT CASTING WITH CONCRETE COLLAR	EA	5	\$700.00	\$3,500.00	\$505.00	\$2,525.00	\$772.00	\$3,860.00	\$1,080.00	\$5,400.00	\$1,600.00	\$8,000.00
11	ADJUST FRAME AND RING CASTING - SANITARY WITH INFI-SHIELD	EA	3	\$600.00	\$1,800.00	\$1,185.00	\$3,555.00	\$795.00	\$2,385.00	\$1,160.00	\$3,480.00	\$1,300.00	\$3,900.00
12	ADJUST FRAME AND RING CASTING - STORM	EA	12	\$500.00	\$6,000.00	\$650.00	\$7,800.00	\$570.00	\$6,840.00	\$732.00	\$8,784.00	\$1,100.00	\$13,200.00
13	ADJUST VALVE BOX - WATER	EA	10	\$300.00	\$3,000.00	\$375.00	\$3,750.00	\$330.00	\$3,300.00	\$201.50	\$2,015.00	\$300.00	\$3,000.00
14	PAVING RING	EA	8	\$300.00	\$2,400.00	\$265.00	\$2,120.00	\$350.00	\$2,800.00	\$270.75	\$2,166.00	\$400.00	\$3,200.00
15	DRILL & GROUT REINFORCEMENT BAR (EPOXY COATED)	EA	101	\$15.00	\$1,515.00	\$11.00	\$1,111.00	\$11.00	\$1,111.00	\$11.00	\$1,111.00	\$11.00	\$1,111.00
16	4" CONCRETE WALK	SF	320	\$10.00	\$3,200.00	\$11.50	\$3,680.00	\$10.65	\$3,408.00	\$13.50	\$4,320.00	\$9.00	\$2,880.00
17	6" CONCRETE WALK	SF	346	\$15.00	\$5,190.00	\$13.00	\$4,498.00	\$13.05	\$4,515.30	\$16.00	\$5,536.00	\$11.50	\$3,979.00
18	6" CONCRETE DRIVEWAY PAVEMENT	SY	13	\$75.00	\$975.00	\$105.00	\$1,365.00	\$114.00	\$1,482.00	\$90.00	\$1,170.00	\$85.00	\$1,105.00
19	CONCRETE CURB AND GUTTER DESIGN B618	LF	402	\$45.00	\$18,090.00	\$38.00	\$15,276.00	\$31.00	\$12,462.00	\$35.50	\$14,271.00	\$31.00	\$12,462.00
20	CONCRETE CURB DESIGN V	LF	10	\$50.00	\$500.00	\$67.00	\$670.00	\$65.00	\$650.00	\$68.50	\$685.00	\$65.00	\$650.00
21	6" CONCRETE VALLEY GUTTER	SY	50	\$80.00	\$4,000.00	\$110.00	\$5,500.00	\$102.00	\$5,100.00	\$92.50	\$4,625.00	\$88.00	\$4,400.00
22	TRUNCATED DOMES	SF	86	\$65.00	\$5,590.00	\$68.00	\$5,848.00	\$68.00	\$5,848.00	\$69.50	\$5,977.00	\$68.00	\$5,848.00
23	TRAFFIC CONTROL	LS	1	\$5,000.00	\$5,000.00	\$5,800.00	\$5,800.00	\$12,700.00	\$12,700.00	\$2,600.00	\$2,600.00	\$2,600.00	\$2,600.00
24	STORM DRAIN INLET PROTECTION - (ERTEC - COMBO GUARD)	EA	13	\$250.00	\$3,250.00	\$140.00	\$1,820.00	\$150.00	\$1,950.00	\$195.00	\$2,535.00	\$225.00	\$2,925.00
25	STORM DRAIN INLET PROTECTION - (WIMCO - CG 3067)	EA	10	\$100.00	\$1,000.00	\$150.00	\$1,500.00	\$200.00	\$2,000.00	\$450.00	\$4,500.00	\$700.00	\$7,000.00
26	SEED AND BLANKET	SY	225	\$10.00	\$2,250.00	\$7.05	\$1,586.25	\$7.00	\$1,575.00	\$3.50	\$787.50	\$12.00	\$2,700.00
27	12" SOLID LINE WHITE LATEX	LF	245	\$4.00	\$980.00	\$10.00	\$2,450.00	\$10.00	\$2,450.00	\$10.00	\$2,450.00	\$10.00	\$2,450.00
28	4" SOLID LINE WHITE LATEX	LF	10,987	\$1.00	\$10,987.00	\$0.25	\$2,746.75	\$0.25	\$2,746.75	\$0.25	\$2,746.75	\$0.25	\$2,746.75
29	4" SOLID LINE YELLOW LATEX	LF	7,196	\$1.00	\$7,196.00	\$0.25	\$1,799.00	\$0.25	\$1,799.00	\$0.25	\$1,799.00	\$0.25	\$1,799.00
PROJECT TOTALS:					\$363,682.00	\$264,525.15	\$316,406.05	\$317,336.13	\$319,978.03				

Title:	RESOLUTION NO. 24-26: ACCEPT THE TERMS AND CONDITIONS OF THE LOCAL ROAD IMPROVEMENT PROGRAM (LRIP) GRANT AGREEMENT FOR THE 11 TH AVE NW REHABILITATION PROJECT (CITY PROJECT NO. 2024-02)		
Meeting Date:	May 7, 2024	Agenda Item Number:	6I
Action:	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE	Supporting Documents:	<ul style="list-style-type: none"> • Resolution No. 24-26 • Draft LRIP Grant Agreement
Originating Department:	Engineering	Presented By:	City Engineer
Approved By City Manager: <input checked="" type="checkbox"/>			

BACKGROUND: On April 1st, City staff was notified that a Local Road Improvement Program (LRIP) grant of up to \$400,000 had been awarded for the 11th Ave NW Rehabilitation Project (City Project No. 2024-02). Although initially awarded for up to \$400,000 in grant funding, the final approved grant amount will be limited to the project’s awarded low bid amount of \$264,525.15. It is anticipated that all project bid items will be eligible for grant reimbursement. Engineering costs are not LRIP grant eligible.

In order to accept these funds, the terms and conditions of the LRIP Grant Agreement (see attached draft) must be approved by Resolution before work begins on the project. With approval of attached Resolution No. 24-26, the grant agreement can be executed by the Mayor and City Manager once it is finalized by City staff.

BUDGET IMPACT: At tonight’s City Council meeting, it is anticipated that this project will be awarded to WW Blacktopping Inc. in the amount of \$264,525.15. With approval of the LRIP Grant Agreement, the City will receive up to that low bid amount in grant funding for this project. The City will be responsible for any project construction costs that exceed the low bid amount. If not approved, this project would need to be 100% funded with available State Aid and through special assessments to adjacent properties.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 24-26 accepting the terms and conditions of the LRIP Grant Agreement for the 11th Ave NW Rehabilitation Project (City Project No. 2024-02) and authorizing the Mayor and City Manager to execute the agreement and any amendments.

RESOLUTION NO. 24-26

**A RESOLUTION OF THE WASECA CITY COUNCIL
APPROVING THE TERMS AND CONDITIONS OF THE
STATE TRANSPORTATION FUND'S LOCAL ROAD IMPROVEMENT PROGRAM GRANT
FOR THE 11TH AVENUE NW REHABILITATION PROJECT
(CITY PROJECT NO. 2022-01, SAP NO. 172-115-005)**

WHEREAS, the City of Waseca has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for Local Road Improvements; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be \$264,525.15 by reason of the lowest responsible bid.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Waseca does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, Section 174.52, and will pay any additional amount by which the cost exceeds the amount of the grant and will return to the Minnesota State Transportation Fund any amount appropriated for the project but not required.

BE IT FURTHER RESOLVED, that the Mayor and City Manager are hereby authorized to execute the grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

Adopted this 7th day of May 2024.

MARK CHRISTIANSEN
MAYOR PRO TEM

ATTEST:

MICHELLE MURPHY
ADMINISTRATIVE ASSISTANT

LOCAL ROAD IMPROVEMENT PROGRAM (LRIP)
GRANT AGREEMENT

This Agreement between the Minnesota Department of Transportation (“MnDOT”) and the Grantee named below is made pursuant to Minnesota Statutes Section 174.52 and pursuant to Minn. Laws 2020, 5th Special Session, Chapter 3- H.F. 1 and Minn. Laws 2023, Chapter 72- H.F. 669. The provisions in that section and the Exhibits attached hereto and incorporated by reference constitute this Agreement and the persons signing below agree to fully comply with all of the requirements of this Agreement. This Agreement will be effective on the date State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2.

1. Public Entity (Grantee) name, address and contact person:

City of Waseca
508 South State Street
Waseca, MN 56093
Contact: Nathan Willey, Director of Engineering, 507-835-9716, natew@ci.waseca.mn.us

2. Project:

Name of Project & Project Number (See Exhibit C for location)	Amount of LRIP Funds	Amount of Required Matching Funds	Completion Date
11 th Ave NW Rehabilitation Project SAP No. 172-115-005	\$264,525.15	\$0.00	December 31, 2028

3. Total Amount of LRIP Grant for the project under this Agreement: \$264,525.15
4. The following Exhibits for the project are attached and incorporated by reference as part of this Agreement:

Exhibit A Completed Sources and Uses of Funds Schedule
Exhibit B Project Schedule, Workforce Certificate, and Equal Pay Certificate
Exhibit C Bond Financed Property Certification
Exhibit D Grant Application
Exhibit E Grantee Resolution Approving Grant Agreement
Exhibit F General Terms and Conditions

5. Additional requirements, if any: None

6. Any modification of this Agreement must be in writing and signed by both parties.

(The remaining portion of this page was intentionally left blank.)

PUBLIC ENTITY (GRANTEE)

DEPARTMENT OF TRANSPORTATION
Approval and Certifying Encumbrance

By: _____
Randy L. Zimmerman

By: _____
State Aid Programs Manager

Title: Mayor _____

Date: _____

Date: _____

Office of Contract Management

By: _____
Carl Sonnenberg

By: _____
Contract Administrator

Title: City Manager _____

Date: _____

Date: _____

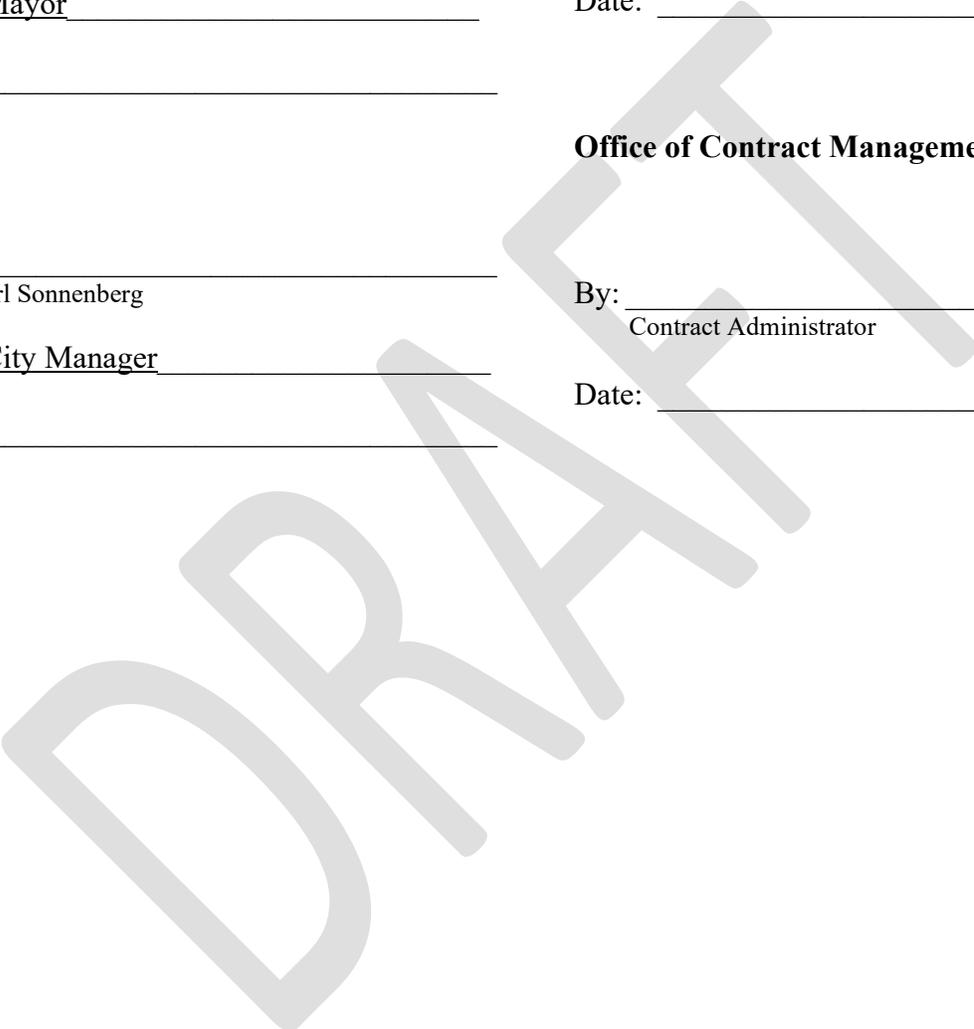


EXHIBIT A

SOURCES AND USES OF FUNDS SCHEDULE

SOURCES OF FUNDS		USES OF FUNDS	
Entity Supplying Funds	Amount	Expenses	Amount
State Funds:		Items Paid for with LRIP	
LRIP Grant		Grant Funds:	
SAAS Acct 331	\$37,879.59	Rehabilitate (mill and overlay)	\$264,525.15
SAAS Acct 385	\$226,645.56	11 th Ave NW, ADA ramp upgrades, striping	
Subtotal	\$264,525.15	Subtotal	\$264,525.15
Public Entity Funds:		Items paid for with Non-	
Matching Funds	\$0.00	LRIP Grant Funds:	
			\$0.00
Subtotal	\$0.00	Subtotal	\$0.00
TOTAL FUNDS	\$264,525.15	= TOTAL PROJECT COSTS	\$264,525.15

EXHIBIT B

PROJECT SCHEDULE, WORKFORCE CERTIFICATE, AND EQUAL PAY CERTIFICATE

Award Date: May 7, 2024
Estimated Construction Start Date: on or before July 29, 2024
Estimated Construction Substantial Complete Date: September 6, 2024
Estimated Construction Final Completion Date: September 20, 2024
Estimated Contract Final Completion Date: on or before December 31, 2028

DRAFT

INSERT APPARENT LOW BIDDER WORKFORCE CERTIFICATE BID FORM

DRAFT

WW Blacktopping Inc. has certified that it is not subject to the Equal Pay Certificate requirement in Statute 363A.44 because the total contact amount is less than or equal to \$1,000,000.00.

DRAFT

EXHIBIT C

BOND FINANCED PROPERTY CERTIFICATION

State of Minnesota
General Obligation Bond Financed Property

The undersigned states that it has a fee simple, leasehold and/or easement interest in the real property located in the County of Waseca, State of Minnesota that is generally described or illustrated graphically in **Attachment 1** attached hereto and all improvements thereon (the “Restricted Property”) and acknowledges that the Restricted Property is or may become State bond-financed property. To the extent that the Restricted Property is or becomes State bond-financed property, the undersigned acknowledges that:

- A. The Restricted Property is State bond-financed property under Minn. Stat. Sec. 16A.695, is subject to the requirements imposed by that statute, and cannot be sold, mortgaged, encumbered, or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget; and
- B. The Restricted Property is subject to the provisions of the Local Road Improvement Program Grant Agreement between the Minnesota Department of Transportation and the undersigned dated _____, 2024; and
- C. The Restricted Property shall continue to be deemed State bond-financed property for 37.5 years or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget.

Date: _____, 2024

City of Waseca, a political subdivision of the State of Minnesota

By: _____
Name: Nathan Willey
Title: Director of Engineering

By: _____
Name: Carl Sonnenberg
Title: City Manager

Attachment 1 to Exhibit C

GENERAL DESCRIPTION OF RESTRICTED PROPERTY

The 60/66-foot-wide street right of way of 11th Avenue NW extending from 10th Street NW (CSAH 13) to State Highway 13 within the City of Waseca, Waseca County, Minnesota.

DRAFT

EXHIBIT D

GRANT APPLICATION

Attach the grant application for the project

DRAFT

Form Name: Local Road Improvement Program: 2023 Solicitation Application
Submission Time: December 8, 2023 10:25 am
Browser: Chrome 119.0.0.0 / Windows
IP Address: 151.111.81.110
Unique ID: 1172305435
Location: 44.9121, -93.1717

Local Road Improvement Program: 2023 Solicitation Application

A: Applicant Information

Name Nathan Willey

Phone (507) 835-9716

Email natew@ci.waseca.mn.us

Agency type State Aid City

Agency name City of Waseca

Address 508 South State Street
Waseca, MN 56093

As a grant applicant, are you representing a non-state aid city or township? If yes, it is required to have a county sponsor. No, I am not a non-state city or township

B: Project Location

MnDOT District District 7

County Waseca

City Waseca

Name/Designation of Road 11th Avenue NW

Type of Road Municipal State Aid Street (MSAS)

Functional Classification of Road Minor Arterial

Average Daily Traffic (ADT) Count 1,200

Year of ADT Data Collection 2016

Road Authority Type (agency who owns and has jurisdiction of the road) State Aid City

Road Authority Name City of Waseca

Project Termini - From North State Street (State Hwy 13)

Project Termini - To	10th Street NW (CSAH 13)
Beginning Point - Latitude	44.087706
Beginning Point - Longitude	-93.507436
General Environment (the general environment that represents the majority of the project)	Urban

C: Project Description

Type of Project	Rehabilitation
Select the LRIP Account requested for funding	Routes of Regional Significance

Provide a description of the proposed project. This should include a description of operational and general safety benefits of the project and a description of the expected useful life of improvements. Projects seeking funding from the Rural Road Safety Account will need to provide a more detailed description of safety issues and benefits under the Rural Road Safety Account considerations and eligibility section.	<p>The proposed project will involve the rehabilitation of approximately 3,450 feet of 11th Ave NW (MSAS 115) between N State St (State Hwy 13) and 10th St NW (County State Aid Highway 13). An approximately 460-foot section of newer pavement that is in good condition between 7th St NW and 10th St NW will remain as is (see the 11th Ave NW Rehabilitation Project Map). The scope of work will include a bituminous edge mill and overlay (see 11th Ave NW Typical Sections), ADA sidewalk and trail ramp upgrades, and the replacement of deficient or poorly draining sections of curb and gutter.</p> <p>11th Ave NW is functionally classified as a minor collector between State Hwy 13 and 2nd St NW and as a local street between 2nd St NW and 10th St NW. It is comprised of 6" thick bituminous pavement over 10" of Class 5 base and 20" of select granular. The street pavement is 40 feet in total width (11-foot driving lanes, 8-foot parking lane along the south side, and eastbound and westbound 5-foot-wide on-street bike lanes). 11th Ave NW was originally constructed in 2005 as a 9-ton roadway but is currently part of Waseca's Municipal State Aid (10-ton) route network. With this project, the pavement thickness will increase to between 6" and 8" (see the 11th Ave NW Typical Sections), which will result in a pavement strength exceeding the original 9-ton design. A useful life of 15 years is expected for the mill and overlay. The useful life of the concrete curb and gutter replacements and ADA sidewalk and trail ramp upgrades are expected to reach at least 30 years.</p> <p>In the early spring of 2023, the existing pavement exhibited significant surface deterioration, especially along the wheel paths. In 2023, the PCI was 49/100 with a roughness score (RCI) of 42/100. This rehabilitation project is necessary to replace the deteriorating surface pavement and extend the life of this important roadway.</p>
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Provide a description of any transportation deficiencies the proposed project will eliminate. Pictures can be helpful in demonstrating transportation deficiencies. This should include a description of operational and general safety benefits of the project.

PAVEMENT CONDITION: In the early spring of 2023, the existing pavement exhibited significant surface deterioration, especially along the wheel paths (see the 11th Ave NW Pavement Pictures). With an average 2023 PCI of 49/100 and roughness score of 42/100, 11th Ave NW is in need of rehabilitation in order to extend its useful life. An improved 11th Ave NW would also provide a safer, more reliable travelling surface for its users.

MULTI-MODAL: Multi-modal improvements include a safer and more reliable on-street bike lane surface, and the reconstruction of ADA compliant sidewalk ramps at 2nd St NW and trail ramps east of 5th St NW. In addition, the orientation of the sidewalk ramps at 2nd St NW will be corrected to safely direct pedestrians along available sidewalk and crosswalk routes (see the 11th Ave NW Ramp Plan Sheets).

SPEED REDUCTION: Reduced speeds will continue to be encouraged with 11-foot-wide driving lanes.

Projects constructed with this grant funding must have an expected service life of 10 years minimum. The applicant affirms to the best of their current knowledge and belief that this requirement will be met.

Yes - project will have a service life of 10 or more years

D: LRIP Account Considerations and Eligibility

D2: Routes of Regional Significance Account Considerations and Eligibility

For Routes of Regional Significance projects, which of the following criteria does your project meet (select all that apply)?

Provides capacity or congestion relief to a parallel trunk highway system or county road
Part of a 10-ton route network
Connect to regional tourist destination
Project limits provide a direct connection to the regional system, trunk highway, or a county road

Describe the number of persons and potential multiple local and tribal agencies that will be positively impacted by the project and how they will benefit.

The City of Waseca is the largest city in Waseca County with a population of approximately 10,000 and serves as the county seat. Because it provides a majority of the goods and services to surrounding smaller cities and townships, a safe and reliable street system is essential.

11th Ave NW is minor collector/local street and is currently part of Waseca's Municipal State Aid (10-ton) route network. In 2016, it experienced AADT of 1,200. 11th Ave NW has both eastbound and westbound on-street bike lanes and intersects the City's Doodlebug trail, which leads to Loon Lake and the Downtown district to the south, and the Northwest Park/Nature Area and Public Intermediate and High Schools to the north (see the 11th Ave NW Bike Lane & Trail Connectivity Map"). The City's on and off-street bike lane/trail system is popular with local and regional residents and visitors and also leads to other City parks, Clear Lake, and many other places of interest.

Lastly, as a direct connection between State Hwy 13 and CSAH 13, 11th Ave NW benefits the community by linking residential neighborhoods to the south and west with the State Hwy 13 commercial corridor to the east.

Overall, the mobility, health, and wellness of Waseca's residents and visitors will be positively impacted by an improved 11th Ave NW.

Describe the project contribution to the local, regional, state, or Tribal economy, and economic development or redevelopment efforts.

11th Ave NW is a direct connection between State Hwy 13 and CSAH 13 and primarily relieves congestion along CSAH 13. As a direct link between residential neighborhoods and commercial businesses along State Hwy 13, 11th Ave NW is an important asset to the local and regional economy.

E: Project Readiness and Ability to Maintain

Estimated Construction Year

2024

Are there railroad impacts (RR crossing or RR tracks within 600' of the project)?

No RR xings or tracks within 600'

What is the status of the engineering and design work on the project?

Design in progress

Engineering Design

Project plans are 95% complete with final plans and specifications expected by February of 2024.

Has this project been selected for federal funding?

No

Is Right of Way acquisition required?

No ROW

Describe the local agency's or Tribal agency's ability to adequately provide for the safe operation and maintenance of the facility upon completion.

Because 11th Ave NW is a Municipal State Aid Street, both local City and State Aid funding will be available for the safe future operation and maintenance of this roadway.

F: Multimodal/Complete Streets

Identify infrastructure improvements for non-motorized, multi-modal, and/or transit users on this project and how they align with elements of Complete Streets. (Adoption of a Complete Streets policy is not required for grant eligibility).

With this project, the surface of the existing eastbound and westbound 5-foot-wide on-street bike lanes will be improved. In addition, sidewalk ramps at 2nd St NW and off-street trail ramps east of 5th St NW will be reconstructed in compliance with current ADA standards. Lastly, the orientation of the sidewalk ramps at 2nd St NW will be corrected to safely direct pedestrians along available sidewalk and crosswalk routes (see the 11th Ave NW Ramp Plan Sheets).

G: Estimated Project Construction Cost (only include construction costs)

LRIP Request	400000
Federal Funds	0
County State Aid Funds	0
Municipal State Aid Funds	0
Local Township Funds	0
Local City Funds	0
Local County Funds	0
MnDOT Trunk Highway Funds	0
Tribal Funds	0
Other Funds	0
Total Project Cost	400000

Are funds from all sources committed? Yes

H. Attachments

At least one project location map with routes and project termini labeled <https://www.formstack.com/admin/download/file/15616348144>

Engineer's Estimate/scoping level cost estimate with an itemized breakdown <https://www.formstack.com/admin/download/file/15616348145>

Project schedule <https://www.formstack.com/admin/download/file/15616348146>

For non-tribal applicants, local agency resolution approving project and pledging support to fund engineering, right of way, inspection, and other non-LRIP eligible costs, as well as LRIP-eligible items in excess of the LRIP grant amount.

<https://www.formstack.com/admin/download/file/15616348147>

Conflict of Interest Disclosure

Having had the opportunity to review the above Organizational Conflict of Interest Checklist, the applicant hereby indicates that it has, to the best of its knowledge and belief:

Determined that no potential organization conflict of interest exists

EXHIBIT E

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

DRAFT

RESOLUTION NO. 24-26

**A RESOLUTION OF THE WASECA CITY COUNCIL
APPROVING THE TERMS AND CONDITIONS OF THE
STATE TRANSPORTATION FUND'S LOCAL ROAD IMPROVEMENT PROGRAM GRANT FOR THE 11TH
AVENUE NW REHABILITATION PROJECT
(CITY PROJECT NO. 2022-01, SAP NO. 172-115-005)**

WHEREAS, the City of Waseca has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for Local Road Improvements; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be **\$264,525.15** by reason of the lowest responsible bid.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Waseca does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, Section 174.52, and will pay any additional amount by which the cost exceeds the amount of the grant and will return to the Minnesota State Transportation Fund any amount appropriated for the project but not required.

BE IT FURTHER RESOLVED, that the Mayor and City Manager are hereby authorized to execute the grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

Adopted this 7th day of May 2024.

RANDY L. ZIMMERMAN
MAYOR

ATTEST:

JULIA HALL
CITY CLERK

EXHIBIT F

GENERAL TERMS AND CONDITIONS FOR LOCAL ROAD IMPROVEMENT PROGRAM (LRIP) GRANTS

Article I DEFINITIONS

Section 1.01 **Defined Terms.** The following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined) unless the context specifically indicates otherwise:

“Advance(s)” - means an advance made or to be made by MnDOT to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

“Agreement” - means the Local Road Improvement Program Grant Agreement between the Public Entity and the Minnesota Department of Transportation to which this Exhibit is attached.

“Certification” - means the certification, in the form attached as **Exhibit C**, in which the Public Entity acknowledges that its interest in the Real Property is bond financed property within the meaning of Minn. Stat. Sec. 16A.695 and is subject to certain restrictions imposed thereby.

“Code” - means the Internal Revenue Code of 1986, as amended, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner” - means the Commissioner of Minnesota Management & Budget.

“Commissioner’s Order” - means the “Fourth Order Amending Order of the Commissioner of Minnesota Management & Budget Relating to Use and Sale of State Bond Financed Property” dated July 30, 2012, as it may be amended or supplemented.

“Completion Date” - means the projected date for completion of the Project as indicated in the Agreement.

“Construction Contract Documents” - means the document or documents, in form and substance acceptable to MnDOT, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Public Entity and the Contractor(s) for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

“Construction Items” - means the work to be performed under the Construction Contract Documents.

“Contractor” - means any person engaged to work on or to furnish materials and supplies for the Construction Items including, if applicable, a general contractor.

“Draw Requisition” - means a draw requisition that the Public Entity, or its designee, submits to MnDOT when an Advance is requested, as referred to in Section 4.02.

“G.O. Bonds” - means the state general obligation bonds issued under the authority granted in Article XI, Sec. 5(a) of the Minnesota Constitution, the proceeds of which are used to fund the LRIP Grant, and any bonds issued to refund or replace such bonds.

“Grant Application” - means the grant application that the Public Entity submitted to MnDOT which is attached as **Exhibit D**.

“LRIP Grant” - means a grant from MnDOT to the Public Entity under the LRIP in the amount specified in the Agreement, as such amount may be modified under the provisions hereof.

“LRIP” - means the Local Road Improvement Program pursuant to Minn. Stat. Sec. 174.52 and rules relating thereto.

“MnDOT” - means the Minnesota Department of Transportation.

“Outstanding Balance of the LRIP Grant” - means the portion of the LRIP Grant that has been disbursed to the Public Entity minus any amounts returned to the Commissioner.

“Project” - means the Project identified in the Agreement to be totally or partially funded with a LRIP grant.

“Public Entity” - means the grantee of the LRIP Grant and identified as the Public Entity in the Agreement.

“Real Property” - means the real property identified in the Agreement on which the Project is located.

Article II GRANT

Section 2.01 **Grant of Monies.** MnDOT shall make the LRIP Grant to the Public Entity, and disburse the proceeds in accordance with the terms and conditions herein.

Section 2.02 **Public Ownership,** The Public Entity acknowledges and agrees that the LRIP Grant is being funded with the proceeds of G.O. Bonds, and as a result all of the Real Property must be owned by one or more public entities. The Public Entity represents and warrants to MnDOT that it has one or more of the following ownership interests in the Real Property: (i) fee simple ownership, (ii) an easement that is for a term that extends beyond the date that is 37.5 years from the Agreement effective date, or such shorter term as authorized by statute, and which cannot be modified or terminated early without the prior written consent of MnDOT and the Commissioner; and/or (iii) a prescriptive easement for a term that extends beyond the date that is 37.5 years from the Agreement effective date.

Section 2.03 **Use of Grant Proceeds.** The Public Entity shall use the LRIP Grant solely to reimburse itself for expenditures it has already made, or will make, to pay the costs of one of the following applicable activities: (i) preliminary, final construction and engineering and administration (ii) constructing or reconstructing city streets, county highways, or town roads with statewide or regional significance that have not been fully funded through other state, federal, or local funding sources; or (iii) capital improvement projects on county state-aid highways that are intended primarily to reduce traffic crashes, deaths, injuries, and property damage. The Public Entity shall not use the LRIP Grant for any other purpose, including but not limited to, any work to be done on a state trunk highway or within a trunk highway easement.

Section 2.04 Operation of the Real Property. The Real Property must be used by the Public Entity in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city street and for other uses customarily associated therewith, such as trails and utility corridors, and for no other purposes or uses. The Public Entity shall have no intention on the effective date of the Agreement to use the Real Property as a trunk highway or any part of a trunk highway. The Public Entity must annually determine that the Real Property is being used for the purposes specified in this Section and, upon written request by either MnDOT or the Commissioner, shall supply a notarized statement to that effect.

Section 2.05 Sale or Lease of Real Property. The Public Entity shall not (i) sell or transfer any part of its ownership interest in the Real Property, or (ii) lease out or enter into any contract that would allow another entity to use or operate the Real Property without the written consent of both MnDOT and the Commissioner. The sale or transfer of any part of the Public Entity's ownership interest in the Real Property, or any lease or contract that would allow another entity to use or operate the Real Property, must comply with the requirements imposed by Minn. Stat. Sec. 16A.695 and the Commissioner's Order regarding such sale or lease.

Section 2.06 Public Entity's Representations and Warranties. The Public Entity represents and warrants to MnDOT that:

- A. It has legal authority to execute, deliver and perform the Agreement and all documents referred to therein, and it has taken all actions necessary to its execution and delivery of such documents.
- B. It has the ability and a plan to fund the operation of the Real Property for the purposes specified in Section 2.04, and will include in its annual budget all funds necessary for the operation of the Real Property for such purposes.
- C. The Agreement and all other documents referred to therein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.
- D. It will comply with all of the provisions of Minn. Stat. Sec. 16A.695, the Commissioner's Order and the LRIP. It has legal authority to use the G.O. Grant for the purpose or purposes described in this Agreement.
- E. All of the information it has submitted or will submit to MnDOT or the Commissioner relating to the LRIP Grant or the disbursement of the LRIP Grant is and will be true and correct.
- F. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into the Agreement or any document referred to herein, or to perform any of the acts required of it in such documents.
- G. Neither the execution and delivery of the Agreement or any document referred to herein nor compliance with any of the provisions or requirements of any of such documents is prevented by, is a breach of, or will result in a breach of, any provision of any agreement or document to which it is now a party or by which it is bound.

- H. The contemplated use of the Real Property will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.
- I. The Project will be completed and the Real Property will be operated in full compliance with all applicable laws, rules, ordinances, and regulations of any federal, state, or local political subdivision having jurisdiction over the Project and the Real Property.
- J. All applicable licenses, permits and bonds required for the performance and completion of the Project and for the operation of the Real Property as specified in Section 2.04 have been, or will be, obtained.
- K. It reasonably expects to possess its ownership interest in the Real Property described in Section 2.02 for at least 37.5 years, and it does not expect to sell such ownership interest.
- L. It does not expect to lease out or enter into any contract that would allow another entity to use or operate the Real Property.
- M. It will supply whatever funds are needed in addition to the LRIP Grant to complete and fully pay for the Project.
- N. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date and all such items will be situated entirely on the Real Property.
- O. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.
- P. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either MnDOT or the Commissioner.
- Q. It has made no material false statement or misstatement of fact in connection with its receipt of the G.O. Grant, and all the information it has submitted or will submit to the State Entity or Commissioner of MMB relating to the G.O. Grant or the disbursement of any of the G.O. Grant is and will be true and correct.

Section 2.07 Event(s) of Default. The following events shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement upon either MnDOT or the Commissioner giving the Public Entity 30 days' written notice of such event and the Public Entity's failure to cure such event during such 30-day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default; however, in no event shall the time period to cure any Event of Default exceed six (6) months unless otherwise consented to, in writing, by MnDOT and the Commissioner.

- A. If any representation, covenant, or warranty made by the Public Entity herein or in any other document furnished pursuant to the Agreement, or to induce MnDOT to disburse the LRIP Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

- B. If the Public Entity fails to fully comply with any provision, covenant, or warranty contained herein.
- C. If the Public Entity fails to fully comply with any provision, covenant or warranty contained in Minn. Stat. Sec. 16A.695, the Commissioner's Order, or Minn. Stat. Sec. 174.52 and all rules related thereto.
- D. If the Public Entity fails to use the proceeds of the LRIP Grant for the purposes set forth in Section 2.03, the Grant Application, and in accordance with the LRIP.
- E. If the Public Entity fails to operate the Real Property for the purposes specified in Section 2.04.
- F. If the Public Entity fails to complete the Project by the Completion Date.
- G. If the Public Entity sells or transfers any portion of its ownership interest in the Real Property without first obtaining the written consent of both MnDOT and the Commissioner.
- H. If the Public Entity fails to provide any additional funds needed to fully pay for the Project.
- I. If the Public Entity fails to supply the funds needed to operate the Real Property in the manner specified in Section 2.04.

Notwithstanding the foregoing, any of the above events that cannot be cured shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement immediately upon either MnDOT or the Commissioner giving the Public Entity written notice of such event.

Section 2.08 **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of MnDOT, MnDOT or the Commissioner may enforce any or all of the following remedies.

- A. MnDOT may refrain from disbursing the LRIP Grant; provided, however, MnDOT may make such disbursements after the occurrence of an Event of Default without waiving its rights and remedies hereunder.
- B. If the Event of Default involves a sale of the Public Entity's interest in the Real Property in violation of Minn. Stat. Sec. 16A.695 or the Commissioner's Order, the Commissioner, as a third party beneficiary of the Agreement, may require that the Public Entity pay the amounts that would have been paid if there had been compliance with such provisions. For other Events of Default, the Commissioner may require that the Outstanding Balance of the LRIP Grant be returned to it.
- C. Either MnDOT or the Commissioner, as a third party beneficiary of the Agreement, may enforce any additional remedies it may have in law or equity.

The rights and remedies specified herein are cumulative and not exclusive of any rights or remedies that MnDOT or the Commissioner would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained herein within 30 days of demand by the Commissioner, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor

of MnDOT and/or the Commissioner, then such amount may, unless precluded by law, be offset against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 Notification of Event of Default. The Public Entity shall furnish to MnDOT and the Commissioner, as soon as possible and in any event within seven (7) days after it has obtained knowledge of the occurrence of each Event of Default, a statement setting forth details of each Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.10 Effect of Event of Default. The Agreement shall survive Events of Default and remain in full force and effect, even upon full disbursement of the LRIP Grant, and shall only be terminated under the circumstances set forth in Section 2.11.

Section 2.11 Termination of Agreement and Modification of LRIP Grant.

A. If the Project is not started within five (5) years after the effective date of the Agreement or the LRIP Grant has not been disbursed within four (4) years after the date the Project was started, MnDOT's obligation to fund the LRIP Grant shall terminate. In such event, (i) if none of the LRIP Grant has been disbursed by such date, MnDOT shall have no obligation to fund the LRIP Grant and the Agreement will terminate, and (ii) if some but not all of the LRIP Grant has been disbursed by such date, MnDOT shall have no further obligation to provide any additional funding for the LRIP Grant and the Agreement shall remain in force but shall be modified to reflect the amount of the LRIP Grant that was actually disbursed and the Public Entity is still obligated to complete the Project by the Completion Date.

B. The Agreement shall terminate upon the Public Entity's sale of its interest in the Real Property and transmittal of the required portion of the proceeds of the sale to the Commissioner in compliance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order, or upon the termination of the Public Entity's ownership interest in the Real Property if such ownership interest is an easement.

Section 2.12 Excess Funds. If the full amount of the G.O. Grant and any matching funds referred to in Section 5.13 are not needed to complete the Project, then, unless language in the G.O. Bonding Legislation indicates otherwise, the G.O. Grant shall be reduced by the amount not needed.

Article III

**COMPLIANCE WITH MINNESOTA STATUTE, SEC. 16A.695
AND THE COMMISSIONER'S ORDER**

Section 3.01 State Bond Financed Property. The Public Entity acknowledges that its interest in the Real Property is, or when acquired by it will be, "state bond financed property", as such term is used in Minn. Stat. Sec. 16A.695 and the Commissioner's Order and, therefore, the provisions contained in such statute and order apply, or will apply, to its interest in the Real Property, even if the LRIP Grant will only pay for a portion of the Project.

Section 3.02 Preservation of Tax Exempt Status. In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

A. It will not use the Real Property or use or invest the LRIP Grant or any other sums treated as "bond proceeds" under Section 148 of the Code (including "investment proceeds," "invested sinking funds" and "replacement proceeds") in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Code Section 148.

- B. It will deposit and hold the LRIP Grant in a segregated non-interest-bearing account until such funds are used for payments for the Project.
- C. It will, upon written request, provide the Commissioner all information required to satisfy the informational requirements set forth in the Code, including Sections 103 and 148, with respect to the G.O. Bonds.
- D. It will, upon the occurrence of any act or omission by the Public Entity that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner, take such actions and furnish such documents as the Commissioner determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include: (i) compliance with proceedings intended to classify the G.O. Bonds as a “qualified bond” within the meaning of Code Section 141(e), or (ii) changing the nature of the use of the Real Property so that none of the net proceeds of the G.O. Bonds will be deemed to be used, directly or indirectly, in an “unrelated trade or business” or for any “private business use” within the meaning of Code Sections 141(b) and 145(a).
- E. It will not otherwise use any of the LRIP Grant or take, permit or cause to be taken, or omit to take, any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, and if it should take, permit or cause to be taken, or omit to take, as appropriate, any such action, it shall take all lawful actions necessary to correct such actions or omissions promptly upon obtaining knowledge thereof.

Section 3.03 **Changes to G.O. Compliance Legislation or the Commissioner’s Order.** If Minn. Stat. Sec. 16A.695 or the Commissioner’s Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity’s interest in the Real Property becomes exempted from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order, then upon written request by the Public Entity, MnDOT shall execute an amendment to the Agreement to implement such amendment or exempt the Public Entity’s interest in the Real Property from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order.

Article IV **DISBURSEMENT OF GRANT PROCEEDS**

Section 4.01 **The Advances.** MnDOT agrees, on the terms and subject to the conditions set forth herein, to make Advances of the LRIP Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the LRIP Grant. If the amount of LRIP Grant that MnDOT cumulatively disburses hereunder to the Public Entity is less than the amount of the LRIP Grant delineated in Section 1.01, then MnDOT and the Public Entity shall enter into and execute whatever documents MnDOT may request in order to amend or modify this Agreement to reduce the amount of the LRIP Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, MnDOT’s obligation to make Advances shall terminate as of the dates specified in Section 2.11 even if the entire LRIP Grant has not been disbursed by such dates.

Advances shall only be for expenses that (i) are for those items of a capital nature delineated in Source and Use of Funds that is attached as **Exhibit A**, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the LRIP Grant, or (iii) have otherwise been consented to, in writing, by the Commissioner.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate

of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 5.13. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 5.13 that have been disbursed as of such point in time. This requirement is expressed by way of the following two formulas:

Formula #1:

Cumulative Advances \leq (Program Grant) \times (percentage of matching funds, if any, required under Section 5.13 that have been disbursed)

Formula #2:

Cumulative Advances \leq (Program Grant) \times (percentage of Project completed)

Section 4.02 **Draw Requisitions.** Whenever the Public Entity desires a disbursement of a portion of the LRIP Grant the Public Entity shall submit to MnDOT a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and MnDOT, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to MnDOT, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Real Property will be made by MnDOT unless the Public Entity shall advise MnDOT, in writing, of its intention to so store materials prior to their delivery and MnDOT has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to MnDOT such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

The final Draw Requisition shall not be submitted before completion of the Project, including any correction of material defects in workmanship or materials (other than the completion of punch list items). At the time of submission of the final Draw Requisition the Public Entity shall submit to MnDOT: (I) such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities and that all requisite certificates and other approvals have been issued.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and MnDOT approves the relevant Draw Requisition, then MnDOT shall disburse the amount of the requested Advance to the Public Entity.

Section 4.03 **Additional Funds.** If MnDOT shall at any time in good faith determine that the sum of the undisbursed amount of the LRIP Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then MnDOT may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in MnDOT's notice.

Section 4.04 **Condition Precedent to Any Advance.** The obligation of MnDOT to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

- A. MnDOT shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the amount of the LRIP Grant set forth in Section 1.01.
- B. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.
- C. No determination shall have been made by MnDOT that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 4.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to MnDOT that sufficient funds are available.
- D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has sufficient funds to fully and completely pay for the Project and all other expenses that may occur in conjunction therewith.
- E. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require

Section 4.05 **Processing and Disbursement of Advances.** The Public Entity acknowledges and agrees as follows:

- A. Advances are not made prior to completion of work performed on the Project.
- B. All Advances are processed on a reimbursement basis.
- C. The Public Entity must first document expenditures to obtain an Advance.
- D. Reimbursement requests are made on a partial payment basis or when the Project is completed.
- E. All payments are made following the “Delegated Contract Process or State Aid Payment Request” as requested and approved by the appropriate district state aid engineer.

Section 4.06 **Construction Inspections.** The Public Entity shall be responsible for making its own inspections and observations regarding the completion of the Project, and shall determine to its own satisfaction that all work done or materials supplied have been properly done or supplied in accordance with all contracts that the Public Entity has entered into regarding the completion of the Project.

Article V MISCELLANEOUS

Section 5.01 **Insurance.** If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property, then the Public Entity shall have MnDOT named as an additional named insured therein.

Section 5.02 Condemnation. If, after the Public Entity has acquired the ownership interest set forth in Section 2.02, all or any portion of the Real Property is condemned to an extent that the Public Entity can no longer comply with Section 2.04, then the Public Entity shall, at its sole option, either: (i) use the condemnation proceeds to acquire an interest in additional real property needed for the Public Entity to continue to comply with Section 2.04 and to provide whatever additional funds that may be needed for such purposes, or (ii) submit a request to MnDOT and the Commissioner to allow it to sell the remaining portion of its interest in the Real Property. Any condemnation proceeds which are not used to acquire an interest in additional real property shall be applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order as if the Public Entity's interest in the Real Property had been sold. If the Public Entity elects to sell its interest in the portion of the Real Property that remains after the condemnation, such sale must occur within a reasonable time period after the date the condemnation occurred and the cumulative sum of the condemnation and sale proceeds applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

If MnDOT receives any condemnation proceeds referred to herein, MnDOT agrees to or pay over to the Public Entity all of such condemnation proceeds so that the Public Entity can comply with the requirements of this Section.

Section 5.03 Use, Maintenance, Repair and Alterations. The Public Entity shall not, without the written consent of MnDOT and the Commissioner, (i) permit or allow the use of any of the Real Property for any purpose other than the purposes specified in Section 2.04, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in Section 2.04, (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property in accordance with this Section, MnDOT may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Public Entity irrevocably authorizes MnDOT to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by MnDOT shall be at its sole discretion, and nothing contained herein shall require MnDOT to take any action or incur any expense and MnDOT shall not be responsible, or liable to the Public Entity or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by MnDOT pursuant to this Section shall be due and payable on demand by MnDOT and will bear interest from the date of payment by MnDOT at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

Section 5.04 Recordkeeping and Reporting. The Public Entity shall maintain books and records pertaining to Project costs and expenses needed to comply with the requirements contained herein, Minn. Stat. Sec. 16A.695, the Commissioner's Order, and Minn. Stat. Sec. 174.52 and all rules related thereto, and upon request shall allow MnDOT, its auditors, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract all of such items. The Public Entity shall use generally accepted accounting principles in the maintenance of such items, and shall retain all of such books and records for a period of six years after the date that the Project is fully completed and placed into operation.

Section 5.05 Inspections by MnDOT. The Public Entity shall allow MnDOT to inspect the Real Property upon reasonable request by MnDOT and without interfering with the normal use of the Real Property.

Section 5.06 **Liability.** The Public Entity and MnDOT agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of MnDOT and the Commissioner is governed by the provisions of Minn. Stat. Sec. 3.736. If the Public Entity is a “municipality” as that term is used in Minn. Stat. Chapter 466, then the liability of the Public Entity is governed by the provisions of Chapter 466. The Public Entity’s liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusion from coverage in any insurance policy.

Section 5.07 **Relationship of the Parties.** Nothing contained in the Agreement is to be construed as establishing a relationship of co-partners or joint venture among the Public Entity, MnDOT, or the Commissioner, nor shall the Public Entity be considered to be an agent, representative, or employee of MnDOT, the Commissioner, or the State of Minnesota in the performance of the Agreement or the Project.

No employee of the Public Entity or other person engaging in the performance of the Agreement or the Project shall be deemed have any contractual relationship with MnDOT, the Commissioner, or the State of Minnesota and shall not be considered an employee of any of those entities. Any claims that may arise on behalf of said employees or other persons out of employment or alleged employment, including claims under the Workers’ Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity or its officers, agents, contractors, or employees shall in no way be the responsibility of MnDOT, the Commissioner, or the State of Minnesota. Such employees or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from MnDOT, the Commissioner, or the State of Minnesota, including tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 5.08 **Notices.** In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the address of the party specified below or to such different address as may in the future be specified by a party by written notice to the others:

To the Public Entity: At the address indicated on the first page of the Agreement.

To MnDOT at: Minnesota Department of Transportation
Office of State Aid
395 John Ireland Blvd., MS 500
Saint Paul, MN 55155
Attention: Marc Briese, State Aid Programs Engineer

To the Commissioner at: Minnesota Management & Budget
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner

Section 5.09 **Assignment or Modification.** Neither the Public Entity nor MnDOT may assign any of its rights or obligations under the Agreement without the prior written consent of the other party.

Section 5.10 **Waiver.** Neither the failure by the Public Entity, MnDOT, or the Commissioner, as a third party beneficiary of the Agreement, in one or more instances to insist upon the complete observance or performance of any provision hereof, nor the failure of the Public Entity, MnDOT, or the Commissioner to exercise any right or remedy conferred hereunder or afforded by law shall be construed as waiving any

breach of such provision or the right to exercise such right or remedy thereafter. In addition, no delay by any of the Public Entity, MnDOT, or the Commissioner in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 5.11 Choice of Law and Venue. All matters relating to the validity, interpretation, performance, or enforcement of the Agreement shall be determined in accordance with the laws of the State of Minnesota. All legal actions arising from any provision of the Agreement shall be initiated and venued in the State of Minnesota District Court located in St. Paul, Minnesota.

Section 5.12 Severability. If any provision of the Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 5.13 Matching Funds. Any matching funds as shown on Page 1 of the Grant Agreement that are required to be obtained and supplied by the Public Entity must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to MnDOT whatever documentation MnDOT may request to substantiate the availability and source of any matching funds.

Section 5.14 Sources and Uses of Funds. The Public Entity represents to MnDOT and the Commissioner that the Sources and Uses of Funds Schedule attached as **Exhibit A** accurately shows the total cost of the Project and all of the funds that are available for the completion of the Project. The Public Entity will supply any other information and documentation that MnDOT or the Commissioner may request to support or explain any of the information contained in the Sources and Uses of Funds Schedule. If any of the funds shown in the Sources and Uses of Funds Schedule have conditions precedent to the release of such funds, the Public Entity must provide to MnDOT a detailed description of such conditions and what is being done to satisfy such conditions.

Section 5.15 Project Completion Schedule. The Public Entity represents to MnDOT and the Commissioner that the Project Completion Schedule attached as **Exhibit B** correctly and accurately sets forth the projected schedule for the completion of the Project.

Section 5.16 Third-Party Beneficiary. The Governmental Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 5.17 Public Entity Tasks. Any tasks that the Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 5.18 Data Practices. The Public Entity agrees with respect to any data that it possesses regarding the G.O. Grant or the Project to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as such may subsequently be amended or replaced from time to time.

Section 5.19 Non-Discrimination. The Public Entity agrees to not engage in discriminatory employment practices regarding the Project and it shall fully comply with all of the provisions contained in

Minnesota Statutes Chapters 363A and 181, as such may subsequently be amended or replaced from time to time.

Section 5.20 **Worker's Compensation.** The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. Secs. 176.181 subd. 2 and 176.182, as they may be amended or replaced from time to time with respect to the Project.

Section 5.21 **Antitrust Claims.** The Public Entity hereby assigns to MnDOT and the Commissioner of MMB all claims it may have for over charges as to goods or services provided with respect to the Project that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 5.22 **Prevailing Wages.** The Public Entity agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. §. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the Project. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project.

Section 5.23 **Entire Agreement.** The Agreement and all of the exhibits attached thereto embody the entire agreement between the Public Entity and MnDOT, and there are no other agreements, either oral or written, between the Public Entity and MnDOT on the subject matter hereof.

Section 5.24 **E-Verification.** The Public Entity agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

Section 5.25 **Telecommunications Certification.** If federal funds are included in Exhibit A, 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.

Section 5.26 **Title VI/Non-discrimination Assurances.** Public Entity agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in Exhibit A, Public Entity will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. MnDOT may conduct a review of the Public Entity's compliance with this provision. The Public Entity must cooperate with MnDOT throughout the review process by supplying all requested information and documentation to MnDOT, making Public Entity staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by MnDOT.

Section 5.27 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

Section 5.28 **Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

Title:	RESOLUTION NO. 24-31: REPORT OF BIDS AND AWARDING THE CONTRACT FOR THE 2024 CRACK SEAL/SEAL COAT PROJECT (CITY PROJECT NO. 2024-03)		
Meeting Date:	May 7, 2024	Agenda Item Number:	6J
Action:	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE	Supporting Documents:	<ul style="list-style-type: none"> • Resolution No. 24-31 • Bid Tabulation
Originating Department:	Engineering	Presented By:	City Engineer
Approved By City Manager: <input checked="" type="checkbox"/>			

BACKGROUND: On April 23rd, a total of three (3) bids were received for the 2024 Crack Seal/Seal Coat Project (City Project No. 2024-03) with the lowest responsible bid from Pearson Bros Inc. in the amount of \$115,643.40.

BUDGET IMPACT: The low bid is \$6,295.90 below the engineer’s estimate of \$121,939.30. A total of \$115,000 in Street Capital was budgeted in the 2024 Capital Improvement Plan (CIP) for the street, parking lot, and trail portions of this project (\$109,243.40) with another \$8,000 available in Sanitary Sewer Utility funds for crack sealing the WWTP service road (\$6,400).

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 24-31 reporting the bids and authorizing the City Manager, or designee, to award the contract for the 2024 Crack Seal/Seal Coat Project (City Project No. 2024-02) to Pearson Bros Inc. in the amount of \$115,643.40.

RESOLUTION NO. 24-31

**REPORT OF BIDS AND AWARDING THE CONTRACT FOR THE
2024 CRACK SEAL/SEAL COAT PROJECT
(CITY PROJECT NO. 2024-03)**

WHEREAS, bids for construction of the 2024 Crack Seal/Seal Coat Project were received and tabulated, and;

WHEREAS, the lowest responsible bid was from Pearson Bros Inc. of Hanover, Minnesota in the amount of \$115,643.40.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Waseca that the City Manager, or designee, is hereby authorized and directed to enter into a contract with said bidder for construction of the 2024 Crack Seal/Seal Coat Project.

Adopted this 7th day of May 2024.

MARK CHRISTIANSEN
MAYOR PRO TEM

ATTEST:

MIICHELLE MURPHY
ADMINISTRATIVE ASSISTANT



BID TABULATION
2024 Crack Seal/Seal Coat Project
City Project No. 2024-03

STREETS				Engineer's Estimate		Pearson Bros, Inc.		Asphalt Surface Technologies Corp.		Allied Blacktop Company	
Item No.	Item Description	Units	Estimated Quantities	Unit Prices	Totals	Unit Prices	Totals	Unit Prices	Totals	Unit Prices	Totals
1	BITUMINOUS PAVEMENT CRACK TREATMENT	LB	5,514	\$2.75	\$15,163.50	\$3.00	\$16,542.00	\$2.76	\$15,218.64	\$3.95	\$21,780.30
2	BITUMINOUS MATERIAL FOR SEAL COAT (CRS-2)	GAL	11,028	\$2.50	\$27,570.00	\$2.30	\$25,364.40	\$1.50	\$16,542.00	\$2.00	\$22,056.00
3	BITUMINOUS SEAL COAT	SY	36,759	\$1.20	\$44,110.80	\$1.00	\$36,759.00	\$2.10	\$77,193.90	\$1.45	\$53,300.55
Streets Totals:					\$86,844.30		\$78,665.40		\$108,954.54		\$97,136.85

PARKING LOTS				Engineer's Estimate		Pearson Bros, Inc.		Asphalt Surface Technologies Corp.		Allied Blacktop Company	
Item No.	Item Description	Units	Estimated Quantities	Unit Prices	Totals	Unit Prices	Totals	Unit Prices	Totals	Unit Prices	Totals
4	BITUMINOUS PAVEMENT CRACK TREATMENT	LB	700	\$3.00	\$2,100.00	\$3.00	\$2,100.00	\$3.00	\$2,100.00	\$3.95	\$2,765.00
5	BITUMINOUS MATERIAL FOR SEAL COAT (CRS-2)	GAL	2,100	\$2.50	\$5,250.00	\$3.00	\$6,300.00	\$1.50	\$3,150.00	\$2.00	\$4,200.00
6	BITUMINOUS SEAL COAT	SY	7,000	\$1.75	\$12,250.00	\$2.00	\$14,000.00	\$2.35	\$16,450.00	\$2.40	\$16,800.00
7	CRACK REPAIR SPECIAL	LF	800	\$10.00	\$8,000.00	\$8.00	\$6,400.00	\$3.15	\$2,520.00	\$14.75	\$11,800.00
Parking Lots Totals:					\$27,600.00		\$28,800.00		\$24,220.00		\$35,565.00

TRAILS				Engineer's Estimate		Pearson Bros, Inc.		Asphalt Surface Technologies Corp.		Allied Blacktop Company	
Item No.	Item Description	Units	Estimated Quantities	Unit Prices	Totals	Unit Prices	Totals	Unit Prices	Totals	Unit Prices	Totals
8	BITUMINOUS PAVEMENT CRACK TREATMENT	LB	1,360	\$3.00	\$4,080.00	\$3.00	\$4,080.00	\$3.00	\$4,080.00	\$3.95	\$5,372.00
9	BITUMINOUS MATERIAL FOR FOG SEAL (CRS-2PD)	GAL	683	\$5.00	\$3,415.00	\$6.00	\$4,098.00	\$4.00	\$2,732.00	\$6.00	\$4,098.00
Trails Totals:					\$7,495.00		\$8,178.00		\$6,812.00		\$9,470.00

PROJECT TOTALS:					\$121,939.30		\$115,643.40		\$139,986.54		\$142,171.85
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Title:	INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 70 MOA PARKS LEAD MAINTENANCE WORKERS		
Meeting Date:	May 7, 2024	Agenda Item Number:	6K
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE	Supporting Documents:	<ul style="list-style-type: none"> Attached Memo of Agreement (MOA)
Originating Department:	Administration	Presented By:	Consent Agenda
Approved By City Manager: <input checked="" type="checkbox"/>	The City Manager recommends the City Council adoption of the attached Memo of Agreement with the International Union of Operating Engineers, Local 70, for Parks Lead Maintenance Workers.		

BACKGROUND: The Labor Agreement is to be amended to recognize the position of Parks Lead Maintenance Workers in the Labor Agreement.

BUDGET IMPACT:

RECOMMENDATION: The City Manager recommends the City Council adoption of the MOA with IUOU, Local 70, to recognize the position of Parks Lead Maintenance Workers.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is made by and between the City of Waseca (“Employer”) and International Union of Operating Engineers, Local 70 (“Union”).

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

WHEREAS, Employer and Union are parties to a Labor Agreement in effect from January 1, 2023 through December 31, 2025 (hereinafter “Labor Agreement”) and continuing by operation of law and;

WHEREAS, the parties desire to amend the Recognition Clause to include the position of Parks Lead Maintenance Worker.

NOW, THEREFORE, in consideration of the mutual covenants and agreements to be performed, as hereinafter set forth, Employer and Union agree as follows:

Article 1. Recognition Clause

Upon the effective date of the recognition by the City, the Labor Agreement shall be amended to recognize the position of Parks Lead Maintenance Worker in the Labor Agreement.

Upon the effective date of the recognition by the City, Article 2 shall be amended as provided below in italics:

2. RECOGNITION

The Employer recognizes the Union as the Exclusive Representative for all Water Operators, Wastewater Treatment Operators, Public Works Maintenance Workers, *Parks Lead Maintenance Workers*, Mechanics, and Assistant Mechanics, excluding supervisory, confidential and all other employees of the Employer.

Article 2. Entire Agreement

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

Article 3. Waiver of Bargaining

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

Article 4. Limitations

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

Article 5. Amendment or Modification

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

Article 6. Voluntary Agreement of the Parties

The parties hereto acknowledge and agree that this MOA is voluntarily entered into by all parties hereto as the result of arm's-length negotiations.

Article 7. Effective and Expiration Date

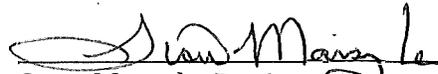
This MOA is effective on the latest date affixed to the signatures below. This MOA will expire and no longer be in force or effect, effective the date that the Labor Agreement expires and is no longer in force or effect.

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

For: CITY OF WASECA, MINNESOTA

For: INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 70

By _____
Mayor

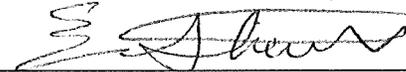


Scott Marsyla, Business Manager

And _____
Clerk



Drew Brodeen, Business Representative



Steward



Steward

Date

25 MAR 24
Date

Title:	SPECIAL ASSESSMENTS FOR THE 11 TH AVE NW REHABILITATION PROJECT (CITY PROJECT NO. 2024-02)		
Meeting Date:	May 7, 2024	Agenda Item Number:	7A
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE	Supporting Documents:	
Originating Department:	Engineering	Presented By:	City Engineer
Approved By City Manager: <input checked="" type="checkbox"/>			

BACKGROUND: City staff has initiated the special assessment process for costs associated with the 11th Ave NW Rehabilitation Project (City Project No. 2024-02). Below are the estimated assessment rates based on the project low bid:

LAND USE CATEGORY:	Residential/Duplex	Multi-Family	Business/Tax Exempt
ASSESSMENT RATE (per assessable foot of frontage):	\$12.43	\$18.94	\$21.30

However, with the recent award of up to the low bid amount in Local Road Improvement Program (LRIP) grant funding, it is anticipated that close to 100% of the project construction costs will be grant reimbursable. Therefore, City Council is being presented with three (3) options pertaining to the special assessment of this project:

Option #1: Proceed with the standard special assessment process and limit the total assessment to actual costs incurred by the City. The City would then recover all General Fund and LRIP grant ineligible costs. These costs include, but are not limited to, design, inspection, materials testing, and administration. The City will also be responsible for any construction costs that exceed the grant covered low bid amount. It is estimated that these costs would total between \$15,000 and \$30,000 and result in the assessment rate ranges shown below:

LAND USE CATEGORY:	Residential/Duplex	Multi-Family	Business/Tax Exempt
ASSESSMENT RATE RANGE:	\$3.58 – \$7.16	\$5.46 – \$10.92	\$6.14 – \$12.28

Option #2: Apply the City special assessment formulas only to the actual costs incurred by the City. The City would then recover approximately 17% of the estimated \$15,000 - \$30,000 in General Fund and LRIP grant ineligible costs. The resulting assessment rate ranges for this option are shown below:

LAND USE CATEGORY:	Residential/Duplex	Multi-Family	Business/Tax Exempt
ASSESSMENT RATE RANGE:	\$0.62 – \$1.24	\$0.95 – \$1.90	\$1.07 – \$2.14

Option #3: Do not assess the project. The City would not recover any General Fund or LRIP grant ineligible costs through special assessments.

BUDGET IMPACT: Option #1 would provide the General Fund with an estimated \$15,000 – \$30,000 in reimbursement, Option #2 would provide the General Fund with an estimated \$2,600 – \$5,100 in reimbursement, and Option #3 would provide no reimbursement.

RECOMMENDATION: Staff recommends that the City Council consider the options presented and make a motion directing staff concerning the special assessments for the 11th Ave NW Rehabilitation Project.

TO: WASECA CITY COUNCIL
FROM: CITY MANAGER
RE: GAITER LAKE LAND DEVELOPMENT (GLLD) UPDATE
DATE: MAY 3, 2024

Included within my City Manager's report today are two attachments and information below for your consideration prior to the May 21 city council meeting, which will include a council work session and council action agenda item related to GLLD. It is not my intention to discuss this information at the May 7 city council meeting unless the council has questions during the City Manager's report portion of the meeting.

The council work session on May 21 is scheduled to begin at 5:30 pm, and in draft form is scheduled as follows:

- **5:30 pm – 6:00 pm: Summary of Conagra's request of the City Council to accept winter vegetable wastewater at the City's Wastewater Treatment Facility.**
- **6:00 pm – 6:50 pm: Gaiter Lake Land Development discussion.**

A brief explanation of the two attachments related to GLLD follows:

- GLLD Site Concept #2 attachment.
 - North parcel development only; no multi-family proposal.
 - The 20 foot wide Green Way easement shown around the development perimeter will be removed from the next update concept.
 - Multiple paved access routes to the centrally located Green Space will be added in the next update concept.
 - A projected park dedication contribution could be about \$21,000 based on City Code.
 - Various odd lot remnants on the north side will be reviewed and cleaned up.
 - Proposed three phases constructed as determined by the City Council.
 - Phase 1 includes 18 single family lots.
 - Phase 2 includes 9 single family lots and 18 twin home lots.
 - Phase 3 includes 9 single family lots and 10 twin home lots.
- GLLD Preliminary Cost Estimate Update 5-01-24 attachment
 - This May 1 cost update includes:
 - Mass grading (dirt) substantially completed in Phase 1,
 - Storm sewer pond construction.
 - Engineered rough grading for all phases.
 - Project cost estimate assumptions (yellow highlighted area summary)
 - Estimated construction costs less estimated revenue for all three phases projects a funding gap of (\$497,717).
 - Phase 1 projected funding gap of (\$954,278).
 - Phase 2 projected a funding surplus of \$377,644.
 - Phase 3 projected a funding surplus of \$78,543.

- City of Waseca as the developer potential funding options for Phase 1 only projected construction cost of \$2,304,278. (from the cost attachment)
 - \$400,000 from Resolution 23-23 GLLD seed money total, Fund 437.
 - \$1,100,000 from Fund 470, Annexation and Growth Fund total.
 - established by Council action to provide funding with the City for costs related to future annexation and growth issues, including planning, zoning, infrastructure, and capital planning.
 - Currently \$100,000 annually of tax levy goes into this fund from the additional taxes received from the Conagra expansion, to help fund growth projects.
 - \$306,000 from Fund 445, NW Commercial Development Fund total.
 - Established with the purchase and sale of the NW Commercial Development (including Wal-Mart sale). Is to be used for development. No restrictions on where, currently assigned for NW development, but with other funding options for developers to develop that land, it could be in the city's interest to utilize all possible funding sources for development in the City. This would mean to repurpose this money to another development that cannot utilize other financial funding tools.
 - **\$1,806,000** Total Possible Cash/Funds Balance available at City Council discretion.
 - $(\$2,304,000) - \$1,806,000 = (\$498,000)$ **Phase 1 possible funding gap**

- Possible options to close the \$498,000 Phase 1 funding gap.
 - \$500,000 Utility revenue bond
 - Approximately \$45,000/year for 20 years divided between sanitary sewer utility, water utility, and storm water utility.
 - Say \$10,000 per year sanitary sewer utility revenue/bond payment.
 - Say \$10,000 per year water utility revenue/bond payment.
 - Say \$25,000 per year storm water utility revenue/bond payment.
 - City Council review final funding need after bids are obtained.
 - Additional investment partner-nothing specific at this time.
 - Pre-sell lots to local businesses/realtors/construction companies through development agreements.

GAITER LAKE SITE INFRASTRUCTURE					PHASE 1		PHASE 2		PHASE 3	
Feasibility Report Cost Estimate					QUANTITY		QUANTITY		QUANTITY	
March 13 2024 estimate for 2024 construction (Revised 5-1-24)					COST		COST		COST	
20,000 SF Single Family Unit Concept #2 (50 Lots and 64 Units)					1400 ~ Road Length		1613 ~ Road Length		1229 ~ Road Length	
Item	Units	Quantity	Unit Price	Total Capital Cost	1400 ~ Road Length	1613 ~ Road Length	1229 ~ Road Length	1400 ~ Road Length	1613 ~ Road Length	1229 ~ Road Length
1 Mobilization & Demobilization, ~5%	LS	1	\$ 185,000	\$ 185,000	0.40	\$ 74,000.00	0.30	\$ 55,500.00	0.30	\$ 55,500.00
2 Property Acquisition	LS	1	\$ 50,000	\$ 50,000	1.00	\$ 50,000.00	0	\$ -	0	\$ -
3 Remove Concrete Curb	LF	140	\$ 5.0	\$ 700	70	\$ 350.0	0	\$ -	70	\$ 350.0
4 Sawcut Bituminous Pavement	LF	250	\$ 5.0	\$ 1,250	175	\$ 875.0	0	\$ -	75	\$ 375.0
5 Remove Bituminous Pavement	SY	200	\$ 8.0	\$ 1,600	180	\$ 1,440.0	0	\$ -	20	\$ 160.0
6 Wearing Course SPWEA340C	TON	1170	\$ 95.0	\$ 111,150	390	\$ 37,050.0	440	\$ 41,800.0	340	\$ 32,300.0
7 Base Course SPWEB330C	TON	1940	\$ 90.0	\$ 174,600	640	\$ 57,600.0	740	\$ 66,600.0	560	\$ 50,400.0
8 Class 5 Aggregate Base	CY	3720	\$ 38.0	\$ 141,360	1230	\$ 46,740.0	1410	\$ 53,580.0	1080	\$ 41,040.0
9 12" Select Granular Borrow	CY	5570	\$ 28.0	\$ 155,960	1840	\$ 51,520.0	2120	\$ 59,360.0	1610	\$ 45,080.0
10 Surmountable Curb and Gutter	LF	8486	\$ 22.0	\$ 186,692	2800	\$ 61,600.0	3226	\$ 70,972.0	2460	\$ 54,120.0
11 6" Perforated PVC Draintile	LF	8490	\$ 18.0	\$ 152,820	2800	\$ 50,400.0	3230	\$ 58,140.0	2460	\$ 44,280.0
12 4" Draintile Clean Out (Sump pump connection)	EA	45	\$ 475.0	\$ 21,375	18	\$ 8,550.0	18	\$ 8,550.0	9	\$ 4,275.0
13 Bituminous Tack Coat	GAL	350	\$ 3.0	\$ 1,050	120	\$ 360.0	130	\$ 390.0	100	\$ 300.0
14 Bituminous Preparation (structure adjustment & Sweeping)	LS	1	\$ 12,500.0	\$ 12,500	1	\$ 12,500.0	0	\$ -	0	\$ -
15 Geotextile Fabric Type V (non-woven)	SY	8030	\$ 2.0	\$ 16,060	2650	\$ 5,300.0	3050	\$ 6,100.0	2330	\$ 4,660.0
16 PED Ramps	EA	10	\$ 500.0	\$ 5,000	6	\$ 3,000.0	2	\$ 1,000.0	2	\$ 1,000.0
17 Topsoil Strip, Stockpile and Respread	CY	13059	\$ 4.5	\$ 58,766	13059	\$ 58,765.5	0	\$ -	0	\$ -
18 Common Excavation (CV)	CY	78369	\$ 5.3	\$ 411,437	74369	\$ 390,437.3	2000	\$ 10,500.0	2000	\$ 10,500.0
19 Sanitary Sewer 48" Manhole (8' deep)	EA	18	\$ 5,000.0	\$ 90,000	9	\$ 45,000.0	2	\$ 10,000.0	7	\$ 35,000.0
20 Sanitary Sewer 48" Manhole overdepth (Greater than 8' deep)	EA	5	\$ 450.0	\$ 2,250	5	\$ 2,250.0	0	\$ -	0	\$ -
21 8" Sanitary Sewer Main (0-10' Deep)	LF	3220	\$ 50.0	\$ 161,000	530	\$ 26,500.0	1390	\$ 69,500.0	1300	\$ 65,000.0
22 8" Sanitary Sewer Main (10-15' Deep)	LF	515	\$ 65.0	\$ 33,475	515	\$ 33,475.0	0	\$ -	0	\$ -
23 8" Sanitary Sewer Main (15'-20' Deep)	LF	328	\$ 100.0	\$ 32,800	328	\$ 32,800.0	0	\$ -	0	\$ -
24 Improved Pipe Foundation (6" thick)	LF	4070	\$ 3.0	\$ 12,210	1380	\$ 4,140.0	1390	\$ 4,170.0	1300	\$ 3,900.0
25 8"x4" PVC WYE	EA	64	\$ 350.0	\$ 22,400	18	\$ 6,300.0	27	\$ 9,450.0	19	\$ 6,650.0
26 Connect to Existing Sanitary Sewer Main	EA	1	\$ 2,500.0	\$ 2,500	1	\$ 2,500.0	0	\$ -	0	\$ -
27 4" PVC Sanitary Sewer Pipe (stubbed to edge of ROW)	LF	2112	\$ 28.0	\$ 59,136	594	\$ 16,632.0	891	\$ 24,948.0	627	\$ 17,556.0
28 Televiser Sanitary Sewer	LF	4063	\$ 3.0	\$ 12,189	1373	\$ 4,119.0	1390	\$ 4,170.0	1300	\$ 3,900.0
29 Lift Station Valve Vault Modifications	LS	1	\$ 5,000.0	\$ 5,000	1	\$ 5,000.0	0	\$ -	0	\$ -
30 8" PVC watermain	LF	4748	\$ 55.0	\$ 261,140	1388	\$ 76,340.0	1935	\$ 106,425.0	1425	\$ 78,375.0
31 8" Gate Valve	EA	14	\$ 3,200.0	\$ 44,800	6	\$ 19,200.0	3	\$ 9,600.0	5	\$ 16,000.0
32 Hydrant with 6" GV, Tee and 6" PVC lead	EA	9	\$ 10,200.0	\$ 91,800	3	\$ 30,600.0	3	\$ 30,600.0	3	\$ 30,600.0
33 8" Watermain Tee	EA	13	\$ 1,050.0	\$ 13,650	5	\$ 5,250.0	4	\$ 4,200.0	4	\$ 4,200.0
34 8" Watermain Bend	EA	18	\$ 575.0	\$ 10,350	9	\$ 5,175.0	2	\$ 1,150.0	7	\$ 4,025.0
35 Connect to Existing Watermain	EA	3	\$ 2,000.0	\$ 6,000	2	\$ 4,000.0	0	\$ -	1	\$ 2,000.0
36 1" Copper Water Services (stubbed to edge of ROW)	EA	64	\$ 2,000.0	\$ 128,000	18	\$ 36,000.0	27	\$ 54,000.0	19	\$ 38,000.0
37 Storm Sewer 48" Manhole	EA	24	\$ 4,200.0	\$ 100,800	10	\$ 42,000.0	2	\$ 8,400.0	12	\$ 50,400.0
38 Storm Sewer 48" Manhole With 3' Sump	EA	3	\$ 4,800.0	\$ 14,400	1	\$ 4,800.0	1	\$ 4,800.0	1	\$ 4,800.0
39 Outlet Control Structures	EA	2	\$ 7,200.0	\$ 14,400	2	\$ 14,400.0	0	\$ -	0	\$ -
40 Flared End Structure 24"	EA	6	\$ 2,700.0	\$ 16,200	4	\$ 10,800.0	0	\$ -	2	\$ 5,400.0
41 15" RCP Storm Sewer Pipe	LF	1170	\$ 78.0	\$ 91,260	570	\$ 44,460.0	160	\$ 12,480.0	440	\$ 34,320.0
42 24" RCP Storm Sewer Pipe	LF	1420	\$ 90.0	\$ 127,800	820	\$ 73,800.0	160	\$ 14,400.0	440	\$ 39,600.0
43 Filter Basin Sand Section	CY	7189	\$ 26.0	\$ 186,914	7189	\$ 186,914.0	0	\$ -	0	\$ -
44 Filter Basin Clean Out	EA	42	\$ 475.0	\$ 19,950	42	\$ 19,950.0	0	\$ -	0	\$ -
45 Filter Basin Drain Tile	LF	3885	\$ 18.0	\$ 69,930	3885	\$ 69,930.0	0	\$ -	0	\$ -
46 Traffic Signs	EA	10	\$ 500.0	\$ 5,000	6	\$ 3,000.0	2	\$ 1,000.0	2	\$ 1,000.0
47 Site Restoration (seeding)	AC	39	\$ 1,200.0	\$ 46,500	33.00	\$ 39,600	3.00	\$ 3,600	3.00	\$ 3,600
48 Erosion Control	LS	1	\$ 85,000.0	\$ 85,000	0.80	\$ 68,000	0.10	\$ 8,500	0.10	\$ 8,500
Construction Subtotals (Grading, Street, Water, Sewer)				\$ 3,454,174	\$ 1,843,423	\$ 813,885	\$ 797,166			
Contingency (15%)				\$ 518,126	\$ 276,513	\$ 122,083	\$ 119,575			
Engineering (10%)				\$ 345,417	\$ 184,342	\$ 81,389	\$ 79,717			
Total Estimated Project Cost				\$ 4,317,717	\$ 2,304,278	\$ 1,017,356	\$ 996,458			
Total Cost Per Lot				\$ 86,354	\$ 128,015	\$ 56,520	\$ 71,176			
Total Cost per Unit				\$ 67,464	\$ 128,015	\$ 37,680	\$ 52,445			
lot count =				50	18	18	14			
unit count =				64	18	27	19			
Single Family Lot Sale Value	Lot No.	Estimated Lot Value	Estimated Revenue	Lot No.	Estimated Revenue	Lot No.	Estimated Revenue	Lot No.	Estimated Revenue	
	36	\$ 75,000.00	\$ 2,700,000	18	\$ 1,350,000	9	\$ 675,000	9	\$ 675,000	
Twin Home (1/2 Lot Sale Value)	28	\$ 40,000.00	\$ 1,120,000	0	\$ -	18	\$ 720,000	10	\$ 400,000	
Note: Added \$10,000 in value per Single Family lot due to increased lot size										
Total Units and Revenue	64		\$ 3,820,000	18	\$ 1,350,000	27	\$ 1,395,000	19	\$ 1,075,000	
Profit / (Loss)			\$ (497,717)		\$ (954,278)		\$ 377,644		\$ 78,543	
Project Cost Estimate Assumptions:										
No Land costs included										
No carrying or interest costs included										
Cost for 2024 construction - No inflating factor included for increasing construction costs or increasing lot values										
Property owners to install sidewalk except intersection ped ramps										
No street light costs included										
No private utility costs included										
No costs for pathways or park improvements										
Mass grading substantially completed in Phase 1										

TO: CITY COUNCIL

FROM: CITY MANAGER

RE: NUISANCE PROPERTY COMPLAINTS]

DATE: MAY 3, 2024

Council,

The City Attorney has provided the attached memo at my request. I have the impression that the phrase "due process" requires a legal review and explanation, which the City Attorney has provided, as attached.

May 2, 2024

Carl C Sonnenberg
City Manager
City of Waseca
508 South State Street
Waseca MN 56093

Re: Nuisance Property Complaints

Dear City Manager Sonnenberg:

Nuisance properties are one of the most difficult issues for cities to deal with. Inherently, the city is put in a position of weighing the rights of an individual against the rights of the community as a whole. In many ways, the law protects the rights of an individual against unwarranted government intrusion. The best examples of that are the Bill of Rights amending the US Constitution and the Minnesota Constitution.

Due process is a constitutional protection that is applied to the federal government under the 5th Amendment and extended to State and Local Government under the 14th Amendment. This provides that the government from depriving any person of life, liberty or property. At a minimum due process requires notice, an opportunity to be heard, and an impartial tribunal.¹

Enforcement of nuisances is difficult in even in the most obvious situations. The nuisance property owner may not be aware that their use of the property is impacting the community as a whole. In general, a nuisance is anything that is injurious to health, indecent or offensive to the senses, or that obstructs the free use and comfortable use of life or property.² The purpose of any nuisance ordinance is to balance the competing interests in the use of the real property.

The nature of the nuisance will dictate the actions of the city. Different types of nuisances will have different classifications and the city treats these in different ways. Many nuisances against the peace are conditions that create a fire, safety or traffic hazard and in cases where the risk is immediate then the city can act immediately. In those situations where there is not an immediate threat of harm, then the city must follow a process that allows for due process.

In evaluating how it will respond to a nuisance the city must first determine if it is a public or private nuisance. Public nuisances are those that affect a considerable number of people, they

¹ *Mullane v Central Hanover Bank* (United States Supreme Court 1950)

² Minnesota Statute 561.01

violate public rights and produce a common general injury. Because of the harm to the general public they can be addressed through the city action. A private nuisance produces damage or injuries to only one person/property or a few people. The abatement of a private nuisance is usually the responsibility of the party that is injured. Nuisance can be both.

When the city receives a nuisance complaint it is investigated to determine whether the nuisance is a public nuisance or private nuisance and if it is a public nuisance what enforcement action should be taken. This may include criminal sanctions, and injunction or abatement. The best course of action is self-remedy. This is the quickest and most cost effective. This is also the first step for the city. We provide notice of the violation and what it will take to resolve the issue. This notice starts with a letter to the property owner and moves to a conversation. If that is not successful then the city must move onto other options whether that is a criminal action, civil action or a combination of both.

The enforcement of nuisance violations in Waseca is covered by Waseca City Code Section 91.39. The ordinance requires the city to reach out to the property owner, advise them of the violation and what it will take to cure the violation.³ If the violation continues the City may bring a criminal charge.⁴ The first violation is a petty misdemeanor and additional violation are misdemeanors. The city may also abate the nuisance as provided by Minnesota Statute.⁵ This process required a court action.

The normal abatement process will require the commencement of a legal action and obtaining a court order. There are some circumstances where the city can take action more quickly. These emergency abatements are for situations that are so dangerous that they require immediate attention, such as open wells, downed power lines, downed tree, raw sewage or obstructed streets and sidewalks. This is generally also seen as the reason that a city can shovel sidewalks and cut grass.⁶ However, the issue of cutting grass may be open to interpretation and the state has passed a natural garden statute that requires cities to allow managed natural areas and grass up to eight (8) inches.⁷

If a property poses a health risk the property may be considered hazardous property, but this will generally be home that are damages by fire or explosion, unsecured vacant homes, hazardous building and garbage houses. Even in those case the City must abide by the provision of the Fourth Amendment to the US Constitution and the Minnesota Constitution Article 1 which in general will require the city have either the consent to enter the property or a court order.⁸

The Waseca ordinance mirrors the provisions of State law in the enforcement of ordinances. Some cities have adopted administrative enforcement ordinances to deal with nuisance conditions.⁹ This

³ Waseca City Code Section 91.39 (A)

⁴ Waseca City Code Section 91.39 (C)

⁵ Waseca City Code Section 91.40 referencing MS 463.15

⁶ Minn Stat Section 18.75 to 18.91, *Holmberg v Bergin* 285 172 NW2d 739 (Minn 1969); *Borchardt v City of North Mankato* (unpublished Minn. Ct. App Oct 4, 2021)

⁷ Minn Stat Section 412.925

⁸ *Camara v Municipal Court* 387 US 523 (1967)

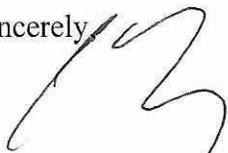
⁹ *Hannan v City of Minneapolis* 623 NW2d 281 (Minn Ct App 2001)

is a quasi, non-judicial alternative remedy. Under this system the property owners are given notice of the violation and they are allowed the opportunity to present their side of the case before an administrative hearing officer or panel. These panels would be able to implement fines but they would not be able to issue abatement orders or to allow for entry onto the property. The legality of these ordinances is a matter of dispute as both the Minnesota Attorney General and the Minnesota State Auditor have issued opinions questioning their validity.

In those cases, where the property owner does not voluntarily work with the city to abate the nuisance the process can be slow and time consuming. The process is meant to protect the property rights of an individual and to provide protections for the property owner. If the City does not follow this process they risk litigation from the property owners for violation of their Civil Rights, Constitutional Rights and Violation of the Takings clause. The legal actions may be taken against both the City and the City Officials involved in improper activity.

The City operates on a complaint based system where we respond to complaints made regarding a particular property. This is the process that is used by a majority of cities as it best allocates the city resources and helps the city show that the condition does not meet community standards and affects a number of the residents of the city. The citizens that make a complaint will desire that the city take action and will want results, but due process requires that the city as a governmental entity take a measured approach and only enter the property and abate the nuisance with the proper authority. The fact that a nuisance is a public nuisance, and the city is taking action to correct the nuisance would not prevent a neighboring property from bringing an action as well, though that actions would be limited to damages caused by the nuisance condition.

Sincerely,



Christopher M. Kennedy
Waseca City Attorney
CMK/cm

Waseca Firefighter Relief Association

Regular meeting minutes

27 March 2024

Trustees in attendance

Relief association	Eric Cox	Nick Edwards	Kyle Petersen
	Brian Lange	Joe Fliflet	Charlie Rohwer
Ex-officio	Jason Forshee	Penny Vaught	Jeremy Conrath

General membership in attendance: none

Guests in attendance: none

Meeting called to order at 1806HR by Eric Cox.

Motion to accept minutes from February meeting:

Moved	Seconded	Outcome
Brian Lange	Jeremy Conrath	Unanimous approval (voice)

Treasurer's report:

A wiring inspection found GFCI needed for the fryers.

Minnwest checking accounts: \$36,929.03, Savings: \$25,496.24, Ameriprise special: \$2,795,362.96. In the checking account, the auxillary portion is \$4813.04.

Old Business:

- Edgar, Noah S., and Bradley have not picked up the coins they ordered yet. There are also about 100 left that anyone can purchase (\$10).
- For the event manager position, Brian Lange / Karla and Nick Edwards / Jamie offered to split the position, 50/50 (the \$2500 would be split between the couples). Jenny (Eric's Fiancee) also applied but has withdrawn her application.
 - E. Cox would like to see 1 person listed as in charge for more efficient communication. Nick has agreed.
 - J. Forshee will help with the coordinator overall, but his preference is to maintain the onion supplier and order at least 1 month in advance. It was suggested that there will be extra support for the department this year because of the Moonan

Marsh fire, and that we should plan for selling as many onion rings as we did when the 9/11 trailer was here.

- Nate Gallagher had *some* files that can be used to help with planning, E Cox will pass those on.

Motion to hire the pair of couples (Edwards and Lange), indefinitely, per the job description and pay (to be paid in November):

Addendum: \$599 per person for 4 people, instead of \$2500 total, for tax purposes

Moved	Seconded	Outcome
Kyle Petersen	Jeremy Contrath	Unanimous approval (voice)

- N Edwards mentioned that Ben Srp likely has a 3-compartment sink for us to install in the onion ring stand. Once that is installed in place of the 2-compartment sink, we would need to have a separate hand washing sink. J Forshee suggested we consult with the health inspector on requirements for drainage, location, etc. Erick Cox will talk to Ben at drill after this meeting.
- J Conrath brought up the pension increase at the city council. J Fliflet and E Cox will probably need to go to a work session or council meeting prior to any vote, to ensure the council understands what we are asking for. E Cox will send an email to Carl to ask what the next steps are, and P Vaught will also check with him too. J Forshee and P Vaught will talk about it with Alicia Fischer at their meeting with her later this week.
 - J Conrath emphasized that the pension is a good recruitment and retention tool and just needs to be explained well.
 - J Fliflet suggested we shouldn't ask for *too* big of an increase this year, so that everyone who is eligible doesn't take the offer immediately. The "maximum benefit" is not a part of the law anymore, so we can ask for whatever we want [council may not approve it, but there is no *law* restricting the amount].

New Business:

- The GFCI outlets have been installed for fryers at the station, so we are up to code. We may want to get another outlet for additional fryers (so that when we have the fish fry, for example, perhaps a separate line can be formed for people wanting to return for seconds).

Motion get a new outlet for an additional fryer, perhaps by the back (south) wall:

Moved	Seconded	Outcome
Nick Edwards	Kyle Petersen	Unanimous approval (voice)

Tim Roessler will be kept in the loop, but J Forshee will talk to Keith [electrician] about getting an additional outlet installed.

- C Rohwer questioned our policy on buying flowers for firefighters and families experiencing death or hospitalization.

Motion to approve \$75 for active or retired firefighters or spouses for hospitalization or funerals:

Moved	Seconded	Outcome
Jason Forshee	Nick Edwards	Unanimous approval (voice)

- J Forshee has a list of who has donated \$200 or more to the FD OR Relief Association for the donor banner to be printed (annually). This includes grants and sponsorships. Do we list 2 different donations if the same individual or group has donated to both the city FD AND the WFFRA? This is something to consider before printing. Also, we should probably make it a banner covering the calendar year, not just from the onion ring stand to the fish fry.

Motion to adjourn, 1853HR:

Moved	Seconded	Outcome
Kyle Petersen	Brian Lange	Unanimous approval (voice)

Minutes prepared and submitted by Charlie Rohwer

Waseca Firefighter Relief Association

Regular meeting minutes

24 April 2024

Trustees in attendance

Relief association	Eric Cox	Nick Edwards	Kyle Petersen
	Brian Lange	Joe Fliflet	Charlie Rohwer
Ex-officio	Jason Forshee	Penny Vaught	

General membership in attendance: none

Guests in attendance: none

Meeting called to order at 1756HR by Eric Cox.

Motion to accept minutes from March meeting:

Moved	Seconded	Outcome
Nick Edwards	Brian Lange	Unanimous approval (voice)

Treasurer's report:

The relief association paid \$6936.95 to the city for loose equipment on the new truck. Chief Forshee thanked us for the funds to purchase equipment.

\$610 was deposited from challenge coin sales, and a \$100 donation was made as well.

Account balance: \$30,706.10 (checking, including the Auxillary portion of \$4,813.04);
\$25,515.31 (savings); \$2,748,444.59 (Ameriprise Special fund)

Old business

- 2 outlets for fryers, with 2 cords from the outlets, are needed along the back wall. The city recommended Cole's Electric for the work. The quoted cost was \$5300. Discussion suggested that this seemed high for the work needed, and that perhaps seeking another quote would be reasonable. However, a) the city recommended this company, and the work would be done on city property, and b) this company has supported the relief association in the past. And they know this work needs to be done by 22 June to be ready for the fish fry.

Motion to accept \$5300 bid from Cole’s Electric for installing 2 fryer outlets:

Moved	Seconded	Outcome
Nick Edwards	Brian Lange	Tabled to give Joe Fliflet time to contact Steve Harguth (with Cole’s) to verify this is a best-price quote

- The 3-bay sink was moved to the onion ring stand by Ben Srp and Eric Cox. It is not yet installed. Ben will look into availability of a small hand-washing sink, and Eric will talk to ben about plumbing the sink(s). The current hand-washing sink is non-compliant. Also one refrigerator that leaks freon needs to be taken to the dump.
- Joe and Eric met with Alicia and Carl on 17 April for additional discussion about the city’s potential interest in supporting a pension increase, and specifics on how much. The city suggested a \$500 increase in the pension (to \$6000), making it 120% funded (based on account value at that time). The city is hoping that a policy can be developed (by city council) so that at the same time every year, funding levels for the pension will be evaluated and adjusted upward to 120% funded if possible. They are asking that the relief association approve the request for a \$500 increase so that an official policy can be drafted to get the process started with the council.
 - Eric has written a simple summary describing the special fund, so the council and others can understand what it is. This summary was reviewed by others and deemed to be clear and sufficient.
 - Penny read a communication from Alicia, stating that Alicia is expecting Eric and Joe to attend the council meeting on 21 May to bring the pension discussion to the council. The schedule will allow them time at the beginning so that they can be sure to not miss much drill that evening.

Motion to request a \$500 increase in pension and to request the city create a policy to address an annual pension adjustment:

Moved	Seconded	Outcome
Brian Lange	Nick Edwards	Unanimous approval (voice)

- Karla has generated a document detailing the costs of the fish fry. Per her estimates, the cost per plate is \$6.77 (including everything: supplies, all food, etc). Jason said that in the food industry, generally 30-35% of the total cost is food, with the same for labor and the same for profit. So asking over \$12 is reasonable. It was discovered that other similar fundraisers in town charge \$15-\$17 for walleye or shrimp. The Ellendale Fire fundraiser sold 475 fish fry meals last year, with free will donations. Last year, our price was not adjusted from 2022 (\$12) because we had new fryers and were unsure of how

they would work. Discussion noted that \$5 is a reasonable hot dog price because supplies are cheaper (some of the raw materials for that are even donated) and it is a good idea to have a more kid-friendly entrée to encourage families to attend.

Motion to set the price for a fish fry meal at \$15 and a hot dog at \$5:

Moved	Seconded	Outcome
Brian Lange	Kyle Petersen	Unanimous approval (voice)

- Joe Fliflet was able to contact Steve Harguth for a revised quote for fryer outlets of \$4600. The previous motion (tabled) was amended to read:

Motion to accept \$4600 bid from Cole’s Electric for installing 2 fryer outlets:

Moved	Seconded	Outcome
Nick Edwards	Brian Lange	7 Aye, 1 Nay (voice). Motion carries.

- The donor banners were discussed previously, and Jason and Eric had discussed creating additional tiers for donors to be recognized. Currently, sponsorship information (donation categories) are on the back of the mailing for the fish fry. Perhaps we could update the tiers for the banners and flyers in 2025, based on 2024 calendar year donations? We could have 2-3 of the highest tiers on their own banner, for example, and lower tiers on their own banner.

TIER NAME	PROPOSED	CURRENT
CHIEF	\$1000	\$500
ASSISTANT CHIEF	\$750	\$400
COMMANDER	\$500	\$300
CAPTAIN	\$400	\$200
LIEUTENANT	\$300	
SAFETY OFFICER	\$200	
IN TRAINING	\$100	

Motion to accept tiers as proposed in the table above:

Moved	Seconded	Outcome
Brian Lange	Nick Edwards	Unanimous approval (voice)

New Business:

- Mark and Barb at personalized printing will print flyers for the fish fry. We will also get return envelopes, tickets, and main envelopes, but it is possible we have enough leftover tickets from last year (Eric will check).
 - Address labels will be printed using the same list as 2023. They were printed onto labels directly from a list that the city gave us, that we then pared down to about 4600 non-replicated non-business addresses. The relief association may need to purchase a print cartridge to use Chief Forshee’s printer (as in 2023).
 - Mailings should go out by Memorial Day weekend. Karla will go to the post office and tell them we need supplies for a bulk mailing. They will give us a permit to submit and 8 bulk mailing trays. We will need to pay upon return of the (full) bulk mailing trays.
 - Jason will ensure city permits and health department approval are arranged for the fish fry.
- There are 4 cases of fry crisp from 2023 at the onion ring shack. But the shack is not climate-controlled, and the fry crisp should be kept at 72 degrees. So we should throw it away.

Motion to adjourn, 1848HR:

Moved	Seconded	Outcome
Nick Edwards	Kyle Petersen	Unanimous approval (voice)

Minutes prepared and submitted by Charlie Rohwer

Meeting Minutes: Waseca Parks Board

Date: March 12, 2024

Location: Park Shop

Board Members	Present	Absent	Others Present, Staff	Others Present, Guests
Michelle Oswald	X		Brad Dushaw, Parks Superintendent	
Al Judd	X		Madison Gilmore, Water Park Supervisor	
Mark Christiansen	X			
Jeanne Sexton	X			
Tom Hindt	X			

Topic/Item	Summary of Discussion	Action
Call to Order		
Approval of Agenda	Approve Agenda	Motion – Al Second – Mark Approved
Approval of Minutes	Approval of February minutes	Motion – Al Second – Mark Approved
Persons wishing to appear		
New Business	<p>A. Maplewood Park Master Planning</p> <p>I. Facilities, Trails, Nature Play Area, Etc..</p> <ol style="list-style-type: none"> 1. There has been some discussion about putting a Nature Play Area adjacent to the upper parking lot. 2. Other board members brought up the possibility of adding a mountain bike trail. The trail design would need to be completed by an outside company who specializes in mountain bike trails. City staff could do the trail construction. 3. Brad discussed how the lodge needs some significant maintenance done soon. 4. Mark would like to continue discussing the different projects at Maplewood Park. <p>B. TLCF Grandstand Project</p> <p>I. Tink has requested to complete an exterior project on the TLF Grandstand. This would include adding brick veneer to the exterior pre-cast concrete walls. Tink has been raising funds to partially fund this project. The remaining money would likely come from the city budget and designated school district fund for projects at TLF. The city did not plan for this project in 2024, so it needs to be added to the 2025 budget requests.</p> <p>II. There was support from all members of the Park Board for this project.</p>	

	<p>C. Exchange Club</p> <ul style="list-style-type: none"> I. In April the Exchange Club brings awareness to child abuse protection. They have asked the park board if they were able to place blue ribbons and signs at specific parks. Specifically, Trowbridge Park and Emerson Park. II. The park board concluded the Exchange Club could apply for a special event permit to rent out a park shelter for a day to raise awareness. III. Al Judd made a motion not to approve the Exchange Club’s request to place signage and ribbons in the parks as this is not a good use of the park system. IV. Mark commented that he appreciates the Exchange Club coming to the park board with their request. <p>D. Lakefest Electric Supply</p> <ul style="list-style-type: none"> I. Jeanne asked about the additional electrical services that were requested by Tom Sexton for Lakefest. II. Brad commented that this project is in the 2024 budget. The city will be installing additional electrical services to Clear Lake Park for Lakefest. Brad is working with Utilities to order the necessary equipment. The new electrical services will be ready for Lakefest. 	<p>Item C III: Motion – Al Second – Mark Approved</p>
<p>Unfinished Business</p>	<p>A. Dog Park Shade Shelter</p> <ul style="list-style-type: none"> I. Metal prefab vs wood structure <ul style="list-style-type: none"> 1. Brad received a quote back for the 14’ x 28’ metal structure that came back around \$40-50,000. This is due to the custom build layout along with the cost of metal prices. 2. Brad is going to meet with Todd Norton from Wick Buildings to design a wood structure in hopes to keep the cost within budget. Norton Construction and Wick is the same company that designed the Southview Park shelter. <p>B. 2024 Park Board Meeting Locations</p> <ul style="list-style-type: none"> I. The park board determined the 2024 meeting locations. See the list at bottom of the page. 	
<p>Staff Reports/Updates</p>	<p>I. NW Playground - Rosenau Parks and Trails Funding</p> <ul style="list-style-type: none"> I. Brad has applied for \$30,000 through the Rosenau Parks and Trails fund. If the full \$30,000 is not secured, Brad will submit a grant request through the Waseca Area Foundation for the remaining amount. II. The plan is to purchase the playground equipment in 2024, store the materials, and construct the playground in 2025. <p>B. Fishing Piers and Docks</p> <ul style="list-style-type: none"> I. Fishing piers were set in place on Monday (March 4th). There was some maintenance completed on the Loon Lake pier and Maplewood pier. II. The floating docks at Sportsman Park and Maplewood Park have been installed. III. Roll-in docks will be installed within the next few weeks. 	

	<p>C. TLCF Home Opener- April 8th</p> <p>D. Picnic Shelter Reservations opened March 1st.</p> <p>I. Park reservations went live on March 1st and we have received multiple reservations for 2024.</p> <p>E. Parks Lead Worker Position</p> <p>I. This was an internal posting within the city. Brett Vanderhorst applied for this position and has been selected. He has been with the department for 6 years.</p> <p>II. Brett will be a crew leader on specific projects and in the field. Brett will also assist Brad with guiding staff in the field throughout the spring/summer/fall seasons.</p>	
Park Board Questions		
Adjournment	Meeting adjourned at 8:36am	Motion – Mark Second – Jeanne Approved
Next Meetings	April 9 at the Park Shop at 7:30am	

January 9: Park Shop	February 13: Park Shop	March 12: Park Shop
April 9: Park Shop	May 14: Maplewood Park	June 11: Clear Lake Park
July 9: Water Park Building	August 13: Tink Larson Community Field	September 10: Loon Lake Park
October 8: Park Shop	November 12: Park Shop	December 10: Park Shop