

COUNCIL WORKSESSION – 6 P.M. RE: General Fund
REGULAR WASECA CITY COUNCIL MEETING
TUESDAY, NOVEMBER 2, 2021 7 p.m.
AGENDA

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

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

- 5 REQUESTS AND PRESENTATIONS

- 6 CONSENT AGENDA

- A. Minutes –Regular City Council Meeting & Work Session October 19
- B. Payroll & Expenditures
- C. Resolution 21-52: MNDot & Airport Agreement
- D. Resolution 21-53: Authorizing Feasibility Report
- E. RCCA’s: Approval of Final Project Payments (2021-04, 09, 13)
- F. RCCA: Approval of Front-End Loader Quote

- 7 ACTION AGENDA

- A. RCCA: Approval of Small Cities Development Program grant agreement

- 8 REPORTS

- A. City Manager’s Report
- B. Commission Reports
 - Fire Relief
 - Park Board

- 9 ANNOUNCEMENTS

10. ADJOURNMENT

MINUTES
REGULAR WASECA CITY COUNCIL MEETING
TUESDAY, OCTOBER 19, 2021

6A

CALL TO ORDER/ROLL CALL

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

Councilmembers Present: Allan Rose Jeremy Conrath
 Daren Arndt Ted Conrath
 Mark Christiansen John Mansfield
 R.D. Srp

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

Others Present: Jeff Batch, Grace Lutheran Church Representative
 Riley Lynch, Student

MOMENT OF SILENT PRAYER/PLEDGE OF ALLEGIANCE

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

APPROVAL OF AGENDA

3. Councilmember Jeremy Conrath asked to add item 7C: Permits to Construction Companies to the Action Agenda. Motion was made by Arndt, seconded by Jeremy Conrath to approve the agenda as amended. Motion carried 7-0.

PUBLIC COMMENT

4. Mr. Batch asked that the City look at the landscaping left behind from City project 2020-01. City Engineer said the City will look into it right away.

REQUESTS AND PRESENTATIONS

5. None

CONSENT AGENDA

6. It was moved by Rose, seconded by Christiansen to approve the Consent Agenda. The motion carried 7-0 and included the following items:
- A. Minutes –Regular City Council Meeting October 5
 - B. Payroll & Expenditures
 - C. RCCA: Final Payment for 2021 Crack Seal/Seal Coat Project
 - D. RCCA: Final Payment for Project 2020-01
 - E. Resolution 21-51: Accepting 2 year grant for Connections
 - F. RCCA: Setting Public Hearing for Nuisance Property for November 16

ACTION AGENDA

7 A. Public Hearing: Resolution 21-50 – Project 2020-01 Assessments

City Engineer discussed the street construction project on 2nd and 3rd Ave SE which the assessment cost per resident was \$76.69 per foot of frontage. He went over the assessment policy and asked Council to hold the public hearing.

Public Hearing opened & closed at 7:12 p.m. Nobody approached the Council.

Motion was made by J. Conrath, seconded by Mansfield to approve Resolution 21-50. Motion carried 7-0.

7 B. Public Hearing: Storm Water Pollution Prevention Program (SWPPP)

City Engineer went over the annual SWPPP presentation and explained how staff are keeping up with the requirements made by the MS4 permit administered by the Minnesota Pollution Control Agency. He explained that the leaf pick-up gives the City lots of credit on this annual permit.

Public Hearing opened & closed at 7:35 p.m. Nobody approached the Council.

7 C. Permits to Construction Companies

Councilmember Jeremy Conrath explained to the Council that he is tired of companies coming in late in the year and tearing up people's boulevards and streets, leaving them un-finished until spring. He would like to see something in the Ordinance changed or enforcement on the permit portion of the process. The City Engineer said he will look into this. No action was taken.

REPORTS

8 A. **City Manager's Report**

- Sod on 3rd St NE project has not done well. Staff is planning to hydroseed this project and convert to hydroseed on future street projects. The City has been having bad experiences with sod and seeding will be quite a bit less expensive
- Staff will be presenting the west water tower project to a group of legislators for consideration as part of next years' bonding bill
- Staff continue to work with the other partners on the Manufacturing Resource Center/Polytechnic project. The Task Force is scheduled to meet again next week
- Dog Park has been open for just over a week and all is going well
- Treats on the Street will be Thursday, October 28.
- Day care meeting coming up on October 28 at Quad Graphics building
- Lower/Gaiter Lake public meeting on Tuesday, October 26 from 4-7 at Waseca Christian Assembly Church on 14th Ave SE

B. **Commission Reports**

EDA

- Website Strategic Plan brief is complete
- Discussed Grocery store, KAMP, & Manufacturing Resource Center

Tourism

- Discussed Holiday Train
- Sleigh and Cutter events
- Talked about Business signage
- Discussed Historic Street signs

ANNOUNCEMENTS

9. Christiansen:

- Clean up after yourself at our Parks
- Arts Council hosting a concert 10/16 and great fall get together is 10/30

Mansfield:

- Kudos on the dog park

ADJOURNMENT

10. There being no further business to be brought before the Council, it was moved by Christiansen, seconded by Arndt to adjourn the meeting at 8:02 p.m. Motion carried 7-0.

R.D. SRP
MAYOR

MIKE ANDERSON
ASSISTANT TO THE CITY MANAGER

MINUTES
CITY COUNCIL WORK SESSION
TUESDAY, OCTOBER 19, 2021

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

Councilmembers Present: Allan Rose (6:20 p.m.) Roy Srp
John Mansfield Ted Conrath
Jeremy Conrath

Councilmembers Absent: Daren Arndt
Mark Christiansen

Staff Present: Lee Mattson, City Manager
Carl Sonnenberg, Utilities/Public Works Director
Mike Anderson, Assistant to the City Manager
Alicia Fischer, Finance Director
Nate Willey, City Engineer

Growth Projects

Lee Mattson, City Manager, went over a list of items and asked for Council discussion to determine the level of importance for the near future. That list included:

- Gaiter Lake/Lewer Property Residential Development
- West Interchange
- Northwest Residential Area
- Manufacturing Resource Center
- Daycare
- Grocery Store
- Marketplace (land between High School and Walmart)

After discussion, the Council made it known that their top items of importance included residential development at Gaiter Lake/Lewer property and Marketplace, while also seeking out a Grocer to fulfill the needs of the residents.

There being no further discussion and no action taken, the work session recessed at 6:55 p.m., was continued at 8:03 p.m. and ended at 8:50 p.m.

R.D. SRP
MAYOR

MIKE ANDERSON
ASSISTANT TO THE CITY MANAGER

Mural Fischer

6B

LIST OF EXPENDITURES

November 3, 2021

Lee A. Miller

City Council	4,250.00	
Streets	27,873.65	
Parks	15,749.44	
Wastewater	7,873.43	
Utility Administration	4,884.67	
Utility Billing	7,691.68	
Electric	14,486.13	
Water	9,130.79	
Building and Code Compliance	2,881.88	
Police	61,339.80	
Administration	5,419.32	
Community Aides	688.00	
Fire	10,283.04	
Paid On Call Fire Department	600.00	
Election Judges	0.00	
Finance	8,712.58	
Connections	2,488.60	
Community Development	5,629.42	
Engineering	16,650.13	
Recreation	2,247.66	
Econ Development	<u>6,415.56</u>	
Total Gross Payroll	215,295.78	
*Less- Payroll Deductions	<u>(68,947.71)</u>	
Net Payroll Cost		\$ 146,348.07

*These costs are included in Accounts Payable totals below

Accounts Payable

Expenditures dated: October 15, 2021-October 28, 2021 Includes check #'s157319-157382 Bank ACH Withdrawals.....	<u>504,266.18</u>
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GRAND TOTAL EXPENDITURES \$ 650,614.25

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Cash Allocation Fund					
10/28/2021	157359	MN Department of Commerce	2021 Unclaimed property	001-10002-0000	203.40
Total 001100020000:					203.40
Total Cash Allocation Fund:					203.40
General Fund					
10/28/2021	102117	MN Sales and Use Tax Payable	September Sales Tax Payable	101-20210-0000	713.78 M
Total 101202100000:					713.78
10/19/2021	102123	ACH Internal Revenue Service	FEDERAL WITHHOLDING TAX Pay Period: 10/17/202	101-21701-0000	19,976.57 M
Total 101217010000:					19,976.57
10/19/2021	102118	MN Department of Revenue	STATE WITHHOLDING TAX Pay Period: 10/17/2021	101-21702-0000	9,268.27 M
Total 101217020000:					9,268.27
10/19/2021	102123	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 10/17/2021	101-21703-0000	8,385.03 M
10/19/2021	102123	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 10/17/2021	101-21703-0000	8,766.83 M
Total 101217030000:					17,151.86
10/19/2021	102120	Public Employees Retirement Assn (ACH	PERA COORD Emplr 1% Pay Period: 10/17/2021	101-21704-0000	1,364.60 M
10/19/2021	102120	Public Employees Retirement Assn (ACH	PERA COORDINATED Employee Pay Period: 10/17/20	101-21704-0000	8,869.80 M
10/19/2021	102120	Public Employees Retirement Assn (ACH	PERA POLICE Employee Pay Period: 10/17/2021	101-21704-0000	7,681.92 M
10/19/2021	102120	Public Employees Retirement Assn (ACH	DEF CONTRIBUTION/EMPL Pay Period: 10/17/2021	101-21704-0000	58.70 M
10/19/2021	102120	Public Employees Retirement Assn (ACH	PERA COORDINATED Employer Pay Period: 10/17/20	101-21704-0000	8,869.80 M
10/19/2021	102120	Public Employees Retirement Assn (ACH	PERA POLICE Employer Pay Period: 10/17/2021	101-21704-0000	11,522.91 M
10/19/2021	102120	Public Employees Retirement Assn (ACH	DEF CONT Employer Pay Period: 10/17/2021	101-21704-0000	58.70 M
Total 101217040000:					38,426.43
10/19/2021	157319	NCPERS Minnesota - 8266711	LIFE INSURANCE - PERA Pay Period: 10/17/2021	101-21711-0000	192.00
Total 101217110000:					192.00
10/19/2021	102123	ACH Internal Revenue Service	MEDICARE Pay Period: 10/17/2021	101-21712-0000	2,854.31 M
10/19/2021	102123	ACH Internal Revenue Service	MEDICARE Pay Period: 10/17/2021	101-21712-0000	2,943.60 M
Total 101217120000:					5,797.91
10/19/2021	102124	MSRS- (DEF COMP)	MSRS - ROTH (AFTER TAX) Pay Period: 10/17/2021	101-21713-0000	1,165.00 M
10/19/2021	102124	MSRS- (DEF COMP)	MSRS - DEF COMP Pay Period: 10/17/2021	101-21713-0000	669.00 M
Total 101217130000:					1,834.00
10/19/2021	102122	Vantagepoint Transfer Agents 457	ICMA - ROTH (AFTER TAX) Pay Period: 10/17/2021	101-21714-0000	150.00 M
10/19/2021	102122	Vantagepoint Transfer Agents 457	ICMA DEF COMPENSATION Pay Period: 10/17/2021	101-21714-0000	495.00 M
Total 101217140000:					645.00
10/19/2021	102119	AFLAC	AFLAC AFTER TAX Pay Period: 10/3/2021	101-21715-0000	286.33 M
10/19/2021	102119	AFLAC	AFLAC AFTER TAX Pay Period: 10/17/2021	101-21715-0000	286.33 M

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
10/19/2021	102119	AFLAC	AFLAC PRE TAX Pay Period: 10/3/2021	101-21715-0000	726.52	M
10/19/2021	102119	AFLAC	AFLAC PRE TAX Pay Period: 10/17/2021	101-21715-0000	726.52	M
Total 101217150000:					2,025.70	
10/28/2021	102128	Further	Flex Reimbursement	101-21716-0000	94.42	M
10/28/2021	102129	Further	Flex Reimbursement	101-21716-0000	24.98	M
10/19/2021	102125	Further	HSA Contribution Pay Period: 10/17/2021	101-21716-0000	470.18	M
Total 101217160000:					589.58	
10/19/2021	102121	MN Child Support Payment Center	CHILD SUPPORT FLAT AMT Pay Period: 10/17/2021	101-21717-0000	951.53	M
Total 101217170000:					951.53	
10/19/2021	102126	MN Public Employees Insurance Progra	PEIP Family Pay Period: 10/3/2021	101-21720-0000	15,974.49	M
10/19/2021	102126	MN Public Employees Insurance Progra	PEIP Family Pay Period: 10/17/2021	101-21720-0000	15,974.49	M
10/19/2021	102126	MN Public Employees Insurance Progra	Arik Oct Cobra	101-21720-0000	693.34	M
10/19/2021	102126	MN Public Employees Insurance Progra	PEIP Single Pay Period: 10/3/2021	101-21720-0000	13,520.13	M
10/19/2021	102126	MN Public Employees Insurance Progra	PEIP Single Pay Period: 10/17/2021	101-21720-0000	14,213.47	M
10/19/2021	102126	MN Public Employees Insurance Progra	Rugger Oct Cobra	101-21720-0000	693.34	M
10/19/2021	102126	MN Public Employees Insurance Progra	PEIP Employee + 1 Pay Period: 10/3/2021	101-21720-0000	859.08	M
10/19/2021	102126	MN Public Employees Insurance Progra	PEIP Employee + 1 Pay Period: 10/17/2021	101-21720-0000	572.72	M
10/19/2021	102126	MN Public Employees Insurance Progra	Timlin Oct Cobra	101-21720-0000	1,901.72	M
10/19/2021	102126	MN Public Employees Insurance Progra	Carlson Adj	101-21720-0000	693.34	M
10/19/2021	102126	MN Public Employees Insurance Progra	PEIP Employee + 1 Pay Period: 10/17/2021	101-21720-0000	2,290.88	M
10/19/2021	102126	MN Public Employees Insurance Progra	PEIP Employee + 1 Pay Period: 10/3/2021	101-21720-0000	3,436.32	M
10/19/2021	102126	MN Public Employees Insurance Progra	PEIP Family Pay Period: 10/3/2021	101-21720-0000	3,993.57	M
10/19/2021	102126	MN Public Employees Insurance Progra	PEIP Family Pay Period: 10/17/2021	101-21720-0000	3,993.57	M
10/19/2021	102126	MN Public Employees Insurance Progra	L. Mattson Adj	101-21720-0000	738.46	M
Total 101217200000:					78,162.24	
10/28/2021	20210789	Personalized Printing Inc.	Fall Newsletter	101-41110-3500	702.10	
Total 101411103500:					702.10	
10/28/2021	157355	League of MN Cities	2021-2022 Dues	101-41110-4330	9,527.00	
10/28/2021	157360	MN Mayors Association	2021 Mayor Membership	101-41110-4330	30.00	
Total 101411104330:					9,557.00	
10/28/2021	20210794	Waseca Area Senior Citizens Center	City Contribution	101-41110-4455	1,125.00	
Total 101411104455:					1,125.00	
10/28/2021	20210793	Waseca Area Chamber of Commerce	Employee Recognition-Gedicke 20 years	101-41320-4930	25.00	
Total 101413204930:					25.00	
10/28/2021	102127	Further	Admin Fees	101-41500-1600	287.80	M
Total 101415001600:					287.80	
10/28/2021	157335	Amazon	Office Heater	101-41500-2000	57.89	
10/28/2021	20210782	Innovative Office Supply	Toner-Finance	101-41500-2000	121.27	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101415002000:					179.16
10/28/2021	157352	Hildi Inc	Annual GASB 75 Valuation	101-41500-3100	2,300.00
Total 101415003100:					2,300.00
10/28/2021	157382	Waseca County Treasurer	Legal Services - Contract Payment	101-41600-3000	5,370.33
Total 101416003000:					5,370.33
10/28/2021	20210788	Pantheon Computer Systems Inc.	2021 Maintenance Agreement	101-41920-3100	6,810.79
Total 101419203100:					6,810.79
10/28/2021	157342	Cintas Corporation	First aid cabinet supplies - City Hall	101-41940-2170	58.71
Total 101419402170:					58.71
10/28/2021	20210770	Cady Business Technologies Inc	Monthly Phone Support Plan	101-41940-3100	262.62
10/28/2021	157341	Cintas Corporation	Floor Mats	101-41940-3100	45.60
10/28/2021	157378	Walker Window Cleaning	City Hall Window Cleaning	101-41940-3100	54.00
Total 101419403100:					362.22
10/28/2021	157344	Consolidated Communications	Monthly Billing	101-41940-3200	180.47
10/28/2021	157344	Consolidated Communications	Monthly Billing	101-41940-3200	132.76
10/28/2021	157375	Verizon Wireless	Verizon Data Bill Refund	101-41940-3200	13.34
Total 101419403200:					299.89
10/28/2021	157340	Centerpoint Energy	Monthly Billing	101-41940-3800	71.00
Total 101419403800:					71.00
10/28/2021	157370	Suburban Furniture Inc.	Carpet West Conference Room	101-41940-4000	1,876.00
Total 101419404000:					1,876.00
10/28/2021	157345	Fame Awards	Nameplate-Sexton	101-41950-2170	9.00
Total 101419502170:					9.00
10/28/2021	20210782	Innovative Office Supply	Office Supplies - Police	101-42100-2000	74.29
Total 101421002000:					74.29
10/28/2021	157379	Waseca County Highway Department	Monthly billing	101-42100-2120	2,778.34
10/28/2021	157379	Waseca County Highway Department	Monthly billing	101-42100-2120	5.00
Total 101421002120:					2,783.34
10/28/2021	157342	Cintas Corporation	First Aid Supplies	101-42100-2190	14.77
Total 101421002190:					14.77

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
10/28/2021	157341	Cintas Corporation	Floor Mats	101-42100-3100	8.87
10/28/2021	157341	Cintas Corporation	Floor Mats	101-42100-3100	8.87
Total 101421003100:					17.74
10/28/2021	157344	Consolidated Communications	Monthly Billing	101-42100-3200	180.47
10/28/2021	157344	Consolidated Communications	Monthly Billing	101-42100-3200	390.11
10/28/2021	157344	Consolidated Communications	Monthly Billing	101-42100-3200	39.74
Total 101421003200:					610.32
10/28/2021	157358	MN County Attorneys Association	Property receipt forms	101-42100-3500	33.00
Total 101421003500:					33.00
10/28/2021	157340	Centerpoint Energy	Monthly Billing	101-42100-3800	71.98
Total 101421003800:					71.98
10/28/2021	157379	Waseca County Highway Department	Monthly billing	101-42200-2120	306.53
Total 101422002120:					306.53
10/28/2021	20210771	Central Fire Protection Inc.	extinguisher	101-42200-2160	35.00
10/28/2021	20210771	Central Fire Protection Inc.	Refill	101-42200-2160	28.15
Total 101422002160:					63.15
10/28/2021	20210796	Youngberg, Craig	Work Boots - Youngberg	101-42200-2180	99.99
Total 101422002180:					99.99
10/28/2021	157342	Cintas Corporation	First Aid Supplies	101-42200-2190	48.15
10/21/2021	157320	Kahnke, Jon	Safety boots	101-42200-2190	139.50
10/21/2021	20210738	Kahnke, Jon	Safety boots	101-42200-2190	139.50- V
Total 101422002190:					48.15
10/28/2021	157341	Cintas Corporation	Floor Mats	101-42200-3100	8.88
10/28/2021	157341	Cintas Corporation	Floor Mats	101-42200-3100	8.88
Total 101422003100:					17.76
10/28/2021	157344	Consolidated Communications	Monthly Billing	101-42200-3200	39.74
Total 101422003200:					39.74
10/28/2021	157340	Centerpoint Energy	Monthly Billing	101-42200-3800	71.97
10/28/2021	157344	Consolidated Communications	Monthly Billing	101-42200-3800	43.22
Total 101422003800:					115.19
10/28/2021	157361	MNSPECT Continuing Education Inc	2020 MN Plumbing Code Book	101-42400-2000	105.00
Total 101424002000:					105.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
10/28/2021	20210773	City Building Inspection Services LLC	building inpections	101-42400-3000	5,145.63
Total 101424003000:					5,145.63
10/28/2021	20210784	Lenz Lawn Care & Landscaping Inc.	Cleanup 312 2nd Ave Se	101-42400-3100	385.00
Total 101424003100:					385.00
10/28/2021	20210778	Green, Bill	Ride from Airport to hotel for AACE Conference	101-42400-3300	62.09
10/28/2021	20210778	Green, Bill	Meal while at AACE Conference	101-42400-3300	4.41
Total 101424003300:					66.50
10/28/2021	20210778	Green, Bill	Mileage for AACE Conference-to and from Airport	101-42400-3350	141.12
Total 101424003350:					141.12
10/28/2021	157349	GS Direct Inc.	Plotter paper	101-43000-2000	31.11
Total 101430002000:					31.11
10/28/2021	157379	Waseca County Highway Department	Monthly billing	101-43000-2120	115.83
Total 101430002120:					115.83
10/28/2021	157335	Amazon	Refund for order not fulfilled (Eng. Supplies)	101-43000-2170	239.95-
Total 101430002170:					239.95-
10/28/2021	157375	Verizon Wireless	Monthly Verizon Data Bill	101-43000-3200	13.38
Total 101430003200:					13.38
10/19/2021	102123	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 10/17/2021	101-43100-1030	45.71 M
10/19/2021	102123	ACH Internal Revenue Service	MEDICARE Pay Period: 10/17/2021	101-43100-1030	10.69 M
Total 101431001030:					56.40
10/28/2021	20210779	H & J Fuel Inc	Fuel	101-43100-2120	2,219.25
10/28/2021	157379	Waseca County Highway Department	Monthly billing	101-43100-2120	5,744.82
10/28/2021	157379	Waseca County Highway Department	Monthly billing	101-43100-2120	5.00
10/28/2021	157379	Waseca County Highway Department	Monthly billing	101-43100-2120	440.90
Total 101431002120:					8,409.97
10/28/2021	157335	Amazon	fire extinguisher tags	101-43100-2170	26.81
10/28/2021	20210768	Bomgaars Supply	Parts & Supplies	101-43100-2170	229.97
10/28/2021	157342	Cintas Corporation	First aid cabinet supplies	101-43100-2170	82.89
10/28/2021	20210774	Condon Farm Service	propane	101-43100-2170	41.41
10/28/2021	20210780	Holtmeier Construction Inc.	crushed rock	101-43100-2170	213.13
10/28/2021	157357	Mid-American Research Chemical Corp	Degreaser	101-43100-2170	464.25
10/28/2021	157380	Waseca County Landfill	Garbage	101-43100-2170	134.59
10/28/2021	157380	Waseca County Landfill	Garbage	101-43100-2170	108.61
10/28/2021	157380	Waseca County Landfill	Garbage	101-43100-2170	118.85
10/28/2021	157380	Waseca County Landfill	Garbage	101-43100-2170	44.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101431002170:					1,464.51
10/28/2021	157336	Aramark Uniform Services	uniform service	101-43100-2180	186.78
10/28/2021	157336	Aramark Uniform Services	uniform service	101-43100-2180	192.82
Total 101431002180:					379.60
10/28/2021	157362	Nielsen Concrete LLC	Fitch Sidewalk	101-43100-3100	1,662.05
Total 101431003100:					1,662.05
10/28/2021	157344	Consolidated Communications	Monthly Billing	101-43100-3200	43.22
Total 101431003200:					43.22
10/28/2021	157340	Centerpoint Energy	Monthly Billing	101-43100-3800	128.37
Total 101431003800:					128.37
10/28/2021	20210781	Independent School District #829	City Contribution Community Education Recreation	101-45100-3100	8,333.33
Total 101451003100:					8,333.33
10/28/2021	157379	Waseca County Highway Department	Monthly billing	101-45130-2120	14.29
Total 101451302120:					14.29
10/28/2021	157335	Amazon	Boiler Parts	101-45130-2210	139.96
Total 101451302210:					139.96
10/28/2021	157344	Consolidated Communications	Monthly Billing	101-45130-3200	226.92
Total 101451303200:					226.92
10/28/2021	157340	Centerpoint Energy	Monthly Billing	101-45130-3800	4,743.90
Total 101451303800:					4,743.90
10/28/2021	157337	Auto Value Waseca	Parts and supplies	101-45130-4000	23.20
Total 101451304000:					23.20
10/28/2021	157379	Waseca County Highway Department	Monthly billing	101-45200-2120	806.41
Total 101452002120:					806.41
10/28/2021	157337	Auto Value Waseca	Parts and supplies	101-45200-2170	53.01
10/28/2021	20210768	Bomgaars Supply	Parts & Supplies	101-45200-2170	2.49
10/28/2021	157353	Hillyard Inc/ Hutchinson	Park Restroom Supplies	101-45200-2170	60.00
Total 101452002170:					115.50
10/28/2021	20210771	Central Fire Protection Inc.	Fire extinguisher truck #57	101-45200-2190	26.15

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101452002190:					26.15
10/28/2021	157380	Waseca County Landfill	Landfill fees	101-45200-3100	20.00
10/28/2021	157380	Waseca County Landfill	Landfill fees	101-45200-3100	20.00
10/28/2021	157380	Waseca County Landfill	Landfill fees	101-45200-3100	20.00
10/28/2021	157380	Waseca County Landfill	Landfill fees	101-45200-3100	40.00
Total 101452003100:					100.00
10/28/2021	157344	Consolidated Communications	Monthly Billing	101-45200-3200	36.25
Total 101452003200:					36.25
10/28/2021	157340	Centerpoint Energy	Monthly Billing	101-45200-3800	49.19
10/28/2021	157340	Centerpoint Energy	Monthly Billing	101-45200-3800	16.80
Total 101452003800:					65.99
10/28/2021	20210768	Bomgaars Supply	Parts & Supplies	101-45200-4000	18.37
10/28/2021	20210769	Border States Electric Supply	LED Bulbs	101-45200-4000	1,127.50
10/28/2021	20210792	Timm's Trucking Inc.	MWP Cabin Demo	101-45200-4000	726.24
Total 101452004000:					1,872.11
10/28/2021	157366	Premier Lift Products Inc	Wheel chair lift inspection	101-45500-3100	240.00
Total 101455003100:					240.00
10/28/2021	157340	Centerpoint Energy	Monthly Billing	101-45500-3800	29.03
10/28/2021	157344	Consolidated Communications	Monthly Billing	101-45500-3800	54.14
Total 101455003800:					83.17
10/28/2021	20210775	Connors Plumbing & Heating Inc.	RTU Repairs	101-45500-4000	210.00
Total 101455004000:					210.00
Total General Fund:					244,009.74
Airport					
10/28/2021	157369	Stensrud Aviation	Airport Contract Payment	230-49810-3100	2,300.00
Total 230498103100:					2,300.00
10/28/2021	102130	CenturyLink	Airport Phone and Internet	230-49810-3200	112.16 M
Total 230498103200:					112.16
10/28/2021	157340	Centerpoint Energy	Monthly Billing	230-49810-3800	20.36
10/28/2021	102134	Xcel Energy	Airport September service	230-49810-3800	141.88 M
10/28/2021	102133	Xcel Energy	Airport September Service	230-49810-3800	271.19 M
Total 230498103800:					433.43

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total Airport:					2,845.59
Recovery Coordinator Grant					
10/28/2021	157339	Brand Acceleration Inc	Website Project	256-46500-3000	6,775.00
Total 256465003000:					6,775.00
Total Recovery Coordinator Grant:					6,775.00
Economic Development-General f					
10/28/2021	157381	Waseca County Recorder	Thyme on Main Mortgage Deed Tax and Admin Fee	261-46700-3100	120.00
Total 261467003100:					120.00
Total Economic Development-General f:					120.00
Safe Haven Grant					
10/28/2021	157342	Cintas Corporation	First Aid Supplies	279-46350-2170	37.72
Total 279463502170:					37.72
10/21/2021	157321	MN Supervised Parenting Time Org	Conference - K Herschman	279-46350-3300	50.00
Total 279463503300:					50.00
Total Safe Haven Grant:					87.72
Capital Improvement					
10/28/2021	157377	W W Blacktopping Inc.	Hot Mix	430-43010-3103	2,323.00
Total 430430103103:					2,323.00
10/28/2021	20210768	Bomgaars Supply	Parts & Supplies	430-43010-5320	124.05
10/28/2021	157371	Sun Up Construction Inc.	Dog Park Fence Installation	430-43010-5320	56,418.00
Total 430430105320:					56,542.05
10/28/2021	157362	Nielsen Concrete LLC	Final Payment #2 - Sidewalk Project	430-43010-5460	1,913.03
Total 430430105460:					1,913.03
10/28/2021	157377	W W Blacktopping Inc.	Sportsman Park Boat Landing	430-43010-5680	2,517.29
10/28/2021	157377	W W Blacktopping Inc.	Sportsman Park Boat Landing	430-43010-5680	2,500.00
Total 430430105680:					5,017.29
Total Capital Improvement:					65,795.37
Annexation & Growth fund					
10/28/2021	157301	Office of Administrative Hearings	Annexation of Land	470-46800-3000	311.45- V
10/28/2021	157364	Office of Administrative Hearings	Annexation of Land-Ord 1093	470-46800-3000	100.00
Total 470468003000:					211.45-
Total Annexation & Growth fund:					211.45-

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Water						
10/28/2021	102117	MN Sales and Use Tax Payable	September Sales Tax Payable	601-20210-0000	1,732.97	M
Total 601202100000:					1,732.97	
10/28/2021	157351	Hawkins Inc	BEF Chemical Well 4	601-49401-2170	2,508.47	
10/28/2021	157351	Hawkins Inc	City Wells Chemicals	601-49401-2170	4,381.09	
Total 601494012170:					6,889.56	
10/28/2021	20210786	M & R Electric Inc.	Electrician	601-49401-2230	68.00	
Total 601494012230:					68.00	
10/28/2021	157340	Centerpoint Energy	Monthly Billing	601-49401-3800	26.00	
Total 601494013800:					26.00	
10/19/2021	102123	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 10/17/2021	601-49430-0000	336.09	M
10/19/2021	102123	ACH Internal Revenue Service	MEDICARE Pay Period: 10/17/2021	601-49430-0000	78.60	M
Total 601494300000:					414.69	
10/28/2021	157379	Waseca County Highway Department	Monthly billing	601-49430-2120	564.21	
Total 601494302120:					564.21	
10/28/2021	157335	Amazon	City phone protection	601-49430-2170	27.98	
10/28/2021	20210768	Bomgaars Supply	Parts & Supplies	601-49430-2170	12.50	
Total 601494302170:					40.48	
10/28/2021	157336	Aramark Uniform Services	Uniforms	601-49430-2180	18.91	
10/28/2021	157363	North American Safety Inc	Safety Wear	601-49430-2180	124.23	
Total 601494302180:					143.14	
10/28/2021	157338	Born Well Drilling Inc.	Bleeder 27th ave ne	601-49430-2210	996.15	
Total 601494302210:					996.15	
10/28/2021	20210776	Core & Main LP	Main Repair	601-49430-2230	558.74	
10/28/2021	20210777	Crane Creek Asphalt	Water Main Repair	601-49430-2230	1,490.98	
10/28/2021	157377	W W Blacktopping Inc.	Water Main Repair	601-49430-2230	500.00	
10/28/2021	20210795	Waseca Sand & Gravel Inc.	Water Main Repair Concrete	601-49430-2230	351.00	
10/28/2021	20210795	Waseca Sand & Gravel Inc.	Water Main Repair Concrete	601-49430-2230	494.00	
Total 601494302230:					3,394.72	
10/28/2021	157336	Aramark Uniform Services	uniforms	601-49430-3100	18.91	
Total 601494303100:					18.91	
10/28/2021	157344	Consolidated Communications	Monthly Billing	601-49585-3200	48.12	
10/28/2021	157373	U.S. Postal Service	Postage - November utility bills	601-49585-3200	467.36	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 601495853200:					515.48
10/28/2021	157361	MNSPECT Continuing Education Inc	2020 MN Plumbing Code Book	601-49586-2000	105.00
Total 601495862000:					105.00
10/28/2021	20210788	Pantheon Computer Systems Inc.	New Water PC	601-49586-4950	1,147.75
10/28/2021	20210788	Pantheon Computer Systems Inc.	2021 Maintenance Agreement	601-49586-4950	972.97
Total 601495864950:					2,120.72
10/28/2021	157343	City of New Ulm	Installation of EZ valve	601-49593-5300	2,000.00
10/28/2021	157347	GM Contracting Inc	Brown Ave Water Main Final Payment	601-49593-5300	32,846.97
10/28/2021	157347	GM Contracting Inc	Final Payment #2 - 2021 Water Main Improvements	601-49593-5300	12,887.22
Total 601495935300:					47,734.19
Total Water:					64,764.22
Sanitary Sewer					
10/28/2021	157344	Consolidated Communications	Monthly Billing	602-49470-3200	601.61
Total 602494703200:					601.61
10/28/2021	157340	Centerpoint Energy	Monthly Billing	602-49470-3800	21.09
10/28/2021	157340	Centerpoint Energy	Monthly Billing	602-49470-3800	28.02
Total 602494703800:					49.11
10/28/2021	20210767	Applied Specialties Inc	Polymer	602-49480-2170	4,770.00
10/28/2021	157342	Cintas Corporation	Cintas	602-49480-2170	54.28
10/28/2021	157351	Hawkins Inc	Chlorine & Sulfur	602-49480-2170	1,274.60
Total 602494802170:					6,098.88
10/28/2021	157363	North American Safety Inc	Safety Sweatshirt	602-49480-2190	77.86
10/28/2021	157376	Viking Industrial Center	Safety Gloves	602-49480-2190	72.41
Total 602494802190:					150.27
10/28/2021	157348	Goodin Company	Plumbing Materials	602-49480-2210	529.32
10/28/2021	157365	Overhead Door Company of Mankato Inc	Door Parts	602-49480-2210	45.60
Total 602494802210:					574.92
10/28/2021	20210768	Bomgaars Supply	Parts & Supplies	602-49480-2230	20.47
Total 602494802230:					20.47
10/28/2021	157341	Cintas Corporation	Janitorial Supplies	602-49480-3100	19.10
10/28/2021	20210797	Ziegler Inc	Generator Testing	602-49480-3100	6,838.68
10/28/2021	20210797	Ziegler Inc	wwtp transfer switch reprogra	602-49480-3100	888.95
Total 602494803100:					7,746.73

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
10/28/2021	157344	Consolidated Communications	Monthly Billing	602-49480-3200	196.25
Total 602494803200:					196.25
10/28/2021	157340	Centerpoint Energy	Monthly Billing	602-49480-3800	221.56
10/28/2021	157368	SSI Crestmark MN Holding LLC	Crestmark Solar	602-49480-3800	12,598.40
10/28/2021	157374	USS MN V MT LLC	USS Bush Solar	602-49480-3800	3,196.35
Total 602494803800:					16,016.31
10/28/2021	20210766	APG Media of So MN LLC	County News	602-49480-4330	68.95
Total 602494804330:					68.95
10/28/2021	157344	Consolidated Communications	Monthly Billing	602-49585-3200	48.12
10/28/2021	157373	U.S. Postal Service	Postage - November utility bills	602-49585-3200	467.35
Total 602495853200:					515.47
10/28/2021	20210788	Pantheon Computer Systems Inc.	2021 Maintenance Agreement	602-49586-4950	972.97
Total 602495864950:					972.97
10/28/2021	157350	H & H Excavating Inc.	WWTP Outfall Pipe & Ditch Restoration	602-49593-5300	21,000.00
10/28/2021	20210784	Lenz Lawn Care & Landscaping Inc.	Sewer Lining Project RPZ	602-49593-5300	110.00
Total 602495935300:					21,110.00
Total Sanitary Sewer:					54,121.94
Electric Utility					
10/28/2021	102117	MN Sales and Use Tax Payable	September Sales Tax Payable	604-20210-0000	44,334.25 M
Total 604202100000:					44,334.25
10/28/2021	157379	Waseca County Highway Department	Monthly billing	604-49571-2120	723.13
Total 604495712120:					723.13
10/28/2021	20210785	Locators & Supplies Inc.	high vis jackets	604-49571-2190	166.50
Total 604495712190:					166.50
10/28/2021	20210769	Border States Electric Supply	3 phase meters	604-49571-2215	1,111.36
Total 604495712215:					1,111.36
10/28/2021	157367	ROI Energy Investments LLC	Commercial rebate	604-49571-2330	590.00
Total 604495712330:					590.00
10/28/2021	20210791	T & R Electric Inc.	oil tests	604-49571-3100	330.00
Total 604495713100:					330.00
10/28/2021	20210769	Border States Electric Supply	Splice Kits	604-49573-2230	433.84

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
10/28/2021	20210769	Border States Electric Supply	Splice Kits	604-49573-2230	805.60
Total 604495732230:					1,239.44
10/28/2021	20210768	Bomgaars Supply	Parts & Supplies	604-49573-4000	69.95
Total 604495734000:					69.95
10/28/2021	20210783	JT Services of MN	Street lights	604-49574-2230	1,599.85
Total 604495742230:					1,599.85
10/28/2021	102132	Xcel Energy	September charges	604-49574-3800	494.06 M
10/28/2021	102131	Xcel Energy	September usage	604-49574-3800	177.44 M
Total 604495743800:					671.50
10/28/2021	157344	Consolidated Communications	Monthly Billing	604-49585-3200	90.24
10/28/2021	157344	Consolidated Communications	Monthly Billing	604-49585-3200	46.24
10/28/2021	157373	U.S. Postal Service	Postage - November utility bills	604-49585-3200	467.35
Total 604495853200:					603.83
10/28/2021	20210788	Pantheon Computer Systems Inc.	2021 Maintenance Agreement	604-49586-4950	972.97
Total 604495864950:					972.97
Total Electric Utility:					52,412.78
Storm Water Utility					
10/28/2021	20210787	M-R Sign Company Inc.	No trespassing signs - Gaiter Lake	651-43140-2170	353.55
Total 651431402170:					353.55
Total Storm Water Utility:					353.55
Central Garage Services					
10/28/2021	157379	Waseca County Highway Department	Monthly billing	701-43180-2120	192.55
Total 701431802120:					192.55
10/28/2021	157337	Auto Value Waseca	Parts and supplies	701-43180-2170	38.20
10/28/2021	20210768	Bomgaars Supply	Parts & Supplies	701-43180-2170	20.07
10/28/2021	157372	Texas Refinery Corp.	Tube Grease	701-43180-2170	480.00
Total 701431802170:					538.27
10/28/2021	157335	Amazon	bolts	701-43180-2210	42.75
10/28/2021	157335	Amazon	air restriction guages	701-43180-2210	96.08
10/28/2021	157337	Auto Value Waseca	Parts and supplies	701-43180-2210	1,343.56
10/28/2021	20210772	Christensen Tire Service	New tires # 1779	701-43180-2210	595.88
10/28/2021	20210772	Christensen Tire Service	New tires # 2113	701-43180-2210	709.76
10/28/2021	157346	Fire Safety USA Inc.	Install Motor	701-43180-2210	1,045.00
10/28/2021	157354	John Deere Financial	JD parts	701-43180-2210	374.40
10/28/2021	157356	MacQueen Equipment Inc.	sweeper water pump	701-43180-2210	703.02
10/28/2021	20210790	Pomp's Tire Service Inc	truck tires- #20 & 21	701-43180-2210	5,903.01

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
10/28/2021	20210790	Pomp's Tire Service Inc	25X steer tires	701-43180-2210	1,444.04
Total 701431802210:					12,257.50
Total Central Garage Services:					12,988.32
Grand Totals:					504,266.18

Report Criteria:

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

Title:	RESOLUTION 21-52 AUTHORIZING A GRANT AGREEMENT WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION (MNDOT) FOR WASECA MUNICIPAL AIRPORT MAINTENANCE & OPERATION COSTS		
Meeting Date:	November 2, 2021	Agenda Item Number:	6C
Action:	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	MnDOT Agreement Resolution 21-52
Originating Department:	Engineering	Presented By:	Consent Agenda
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to adopt Resolution 21-52 authorizing a grant agreement with MnDOT for Waseca Municipal Airport maintenance and operation costs		

BACKGROUND: On October 23, 2021, City staff received a Minnesota Department of Transportation (MnDOT) contract agreement for airport maintenance and operation grant funding during state fiscal years 2022 and 2023. This agreement requires City Council authorization before it can go into effect.

BUDGET IMPACT: A total of \$44,026 (\$22,013 per fiscal year) will be granted with authorization.

RECOMMENDATION: Staff recommends the Waseca City Council adopt Resolution 21-52 authorizing a grant agreement with MnDOT for Waseca Municipal Airport maintenance and operation costs.

RESOLUTION 21-52

**AUTHORIZATION TO EXECUTE
MINNESOTA DEPARTMENT OF TRANSPORTATION
AIRPORT MAINTENANCE AND OPERATION GRANT CONTRACT**

It is resolved by the City of Waseca as follows:

1. That the state of Minnesota Contract Number 1047532,

"Airport Maintenance and Operation Grant Contract," at the

Waseca Municipal Airport is accepted.

2. That the _____ Mayor _____ and _____ Assistant to the City Manager _____ are
(Mayor, Chairperson, President, etc.) (Clerk, Auditor, Secretary, etc.)

authorized to execute this Contract and any amendments on behalf of the

City of Waseca.

CERTIFICATION

STATE OF MINNESOTA

COUNTY OF WASECA

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the

Waseca City Council

(Name of the Recipient)

at an authorized meeting held on the 2nd day of November, 2021

as shown by the minutes of the meeting in my possession.

Signature: _____

(Clerk or Equivalent)

CORPORATE SEAL

/OR/

NOTARY PUBLIC

My Commission Expires: _____

Title:	RESOLUTION 21-53 AUTHORIZING CITY STAFF TO PREPARE A FEASIBILITY REPORT FOR THE 8 th STREET SE RECONSTRUCTION AND REHABILITATION PROJECT (CITY PROJECT 2022-01)		
Meeting Date:	November 2, 2021	Agenda Item Number:	6D
Action:	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Project Location Map Resolution 21-53
Originating Department:	Engineering	Presented By:	Consent Agenda
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to adopt Resolution 21-53 authorizing City staff to prepare a Feasibility Report for the 8 th Street SE Reconstruction and Rehabilitation Project (City Project No. 2022-01)		

BACKGROUND: This project is included in the City’s current Capital Improvement Plan and consists of reconstruction from Elm Ave to the RR tracks and rehabilitation (mill and overlay) from the RR tracks to State Hwy 13. The 8th Street SE asphalt pavement has significant surface distresses and failures that require pavement replacement. Additional improvements include new curb and gutter, ADA sidewalk and ramps, and sanitary and storm sewer replacements.

On June 1, 2021, this project was awarded \$1,250,000 in Local Road Improvement Program (LRIP) Grant funding. Additional project financing will be through the capital improvement fund, utility enterprise funds, and special assessments as permitted under Chapter 429 of the Minnesota Statutes. With special assessments, a portion of the total project cost will be assessed to property owners abutting the identified improvements.

A neighborhood meeting for this project will be held on November 9, 2021, from 4:00 PM to 6:00 PM to give residents and property owners an opportunity to speak with engineering staff regarding any questions or concerns they might have, and to provide an explanation of the anticipated project timeline and assessment procedure.

BUDGET IMPACT: This project will be funded through an LRIP grant, the capital improvement fund, utility enterprise funds, and special assessments to benefiting properties.

RECOMMENDATION: Staff recommends the Waseca City Council adopt Resolution 21-53 authorizing City staff to prepare a Feasibility Report for the 8th Street SE Reconstruction and Rehabilitation Project (City Project No. 2022-01).

RESOLUTION NO. 21-53

**A RESOLUTION OF THE WASECA CITY COUNCIL
AUTHORIZING PREPARATION OF A FEASIBILITY STUDY
FOR THE 8TH STREET SE RECONSTRUCTION AND REHABILITATION PROJECT
CITY PROJECT NO. 2022-01**

WHEREAS, it is proposed to improve 8th Street SE through reconstruction and rehabilitation (mill and overlay) and to assess the benefiting properties for a portion of the total project cost pursuant to Chapter 429 of the Minnesota Statutes and the City's Special Assessment Policy.

NOW, THEREFORE, BE IT RESOLVED that the City Engineer is hereby instructed to provide a report to the City Council as to whether the proposed City Project No. 2022-01 is necessary, cost-effective, and feasible; whether it should be best made as proposed or in connection with some other improvement; and includes the estimated cost of the recommended improvements.

Adopted this 2nd day of November 2021.

R.D. SRP
MAYOR

ATTEST:

MIKE ANDERSON
ASSISTANT TO THE CITY MANAGER



CITY OF WASECA

Request for City Council Action

Title:	FINAL PAYMENT FOR THE 2021 SIDEWALK PROJECT (CITY PROJECT NO. 2021-04)		
Meeting Date:	November 2, 2021	Agenda Item Number:	6E
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Pay Request No. 2 – Final Change Order No. 1
Originating Department:	Engineering	Presented By:	Consent Agenda
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to Approve Pay Request No. 2 – Final for the 2021 Sidewalk Project (City Project No. 2021-04).		
How does this item pertain to Vision 2030 goals?	Creating high quality community assets.		

BACKGROUND: The work on the 2021 Sidewalk Project has been completed and all work has been approved and accepted by staff. The project is ready for final acceptance and final payment.

The total cost is \$41,512.05 and the original contract amount was \$39,994.60. Final quantity adjustments of \$1,517.45 (Change Order No. 1) account for the increase in the contract price.

The contractor will be providing all required documentation prior to release of the final payment.

BUDGET IMPACT: \$40,000 of capital improvement funds had been budgeted for this project. Available street maintenance funding was used to cover \$1,662.05 in project expenses that exceeded \$40,000. City staff completed the design and performed all inspections on this project.

RECOMMENDATION: Staff recommends the Waseca City Council accept the work and approve Pay Request No. 2 – Final for the 2021 Sidewalk Project (City Project No. 2021-04).



CITY OF WASECA

Request for City Council Action

Title:	FINAL PAYMENT FOR THE BROWN AVENUE AND WELL NO. 2 WATER MAIN IMPROVEMENTS PROJECT (CITY PROJECT NO. 2021-09)		
Meeting Date:	November 2, 2021	Agenda Item Number:	6E
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Pay Request No. 4 – Final
Originating Department:	Engineering	Presented By:	Consent Agenda
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to Approve Pay Request No. 4 – Final for the Brown Avenue and Well No. 2 Water Main Improvements Project (City Project No. 2021-09)		
How does this item pertain to Vision 2030 goals?	Creating high quality community assets.		

BACKGROUND: The work on the Brown Avenue and Well No. 2 Water Main Improvements Project has been completed and all work has been approved and accepted by Stantec (the City’s contracted inspection consultant), and City staff. The project is ready for final acceptance and final payment.

The total cost is \$939,013.88, which is \$1,335.52 higher than and the original contract amount of \$937,678.36. The original engineer’s estimate was \$1,148,200.

The contractor will be providing all required documentation prior to release of the final payment.

BUDGET IMPACT: This project was budgeted as part of the water utility’s capital improvement plan. A Business Development Public Infrastructure (BDPI) grant will reimburse 50%, or \$469,506.94, of the construction costs. Stantec completed the project design and inspection for approximately \$194,096.03 with an estimated \$59,662.57 to also be reimbursed by the BDPI grant, giving a total project cost estimated at \$603,940.40.

RECOMMENDATION: Staff recommends the Waseca City Council accept the work and approve Pay Request No. 4 – Final for the Brown Avenue and Well No. 2 Water Main Improvements Project (City Project No. 2021-09).



CITY OF WASECA

Request for City Council Action

Title:	FINAL PAYMENT FOR THE 2021 WATER MAIN IMPROVEMENTS PROJECT (CITY PROJECT NO. 2021-13)		
Meeting Date:	November 2, 2021	Agenda Item Number:	6E
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Pay Request No. 2 – Final Change Order No. 1
Originating Department:	Engineering	Presented By:	Consent Agenda
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to Approve Pay Request No. 2 – Final for the 2021 Water Main Improvements Project (City Project No. 2021-13).		
How does this item pertain to Vision 2030 goals?	Creating high quality community assets.		

BACKGROUND: The work on the 2021 Water Main Improvements Project (8th St SE spot repairs and 14th Ave NW from the Frontage Rd to the west dead end) has been completed and all work has been approved and accepted by staff. The project is ready for final acceptance and final payment.

The total cost is \$122,493.23 and the original contract amount was \$118,678.76. Final quantity adjustments and extra labor to work around an underground tank (Change Order No. 1) account for the increase of \$3,814.47 in the contract price. The original engineer’s estimate was \$104,887.

The contractor will be providing all required documentation prior to release of the final payment.

BUDGET IMPACT: This project was not part of the Water Utility’s original Capital Improvement Plan. However, due to lower-than-expected bids on two other water main projects earlier this year, Water Utility funding was available to complete this project. City staff completed the project design and inspection.

RECOMMENDATION: Staff recommends the Waseca City Council accept the work and approve Pay Request No. 2 – Final for the 2021 Water Main Improvements Project (City Project No. 2021-13).

Title:	Front-End Loader		
Meeting Date:	November 2, 2021	Agenda Item Number:	6F
Action:	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Attached
Originating Department:	Street Department	Presented By:	City Manager
Approved By City Manager: <input checked="" type="checkbox"/>			
How does this item pertain to Vision 2030 goals?	High quality assets are maintained with equipment replacement at a point in time which returns optimum trade in value and before existing equipment requires onerous repair costs & downtime		

BACKGROUND: Our 2013 front-end loader is scheduled for replacement in 2022, along with critical attachments such as the snow wing. The loader is one of the most versatile equipment vehicles that we have, working with every aspect in the department and between departments.

The existing loader needs repairs soon, estimated at \$6,000-\$10,000. Our history is that loader repairs escalate after 10 years old and trade-in value plummets after 10 years due to everyday wear and tear.

BUDGET IMPACT: The 2022 Equipment Replacement Plan includes \$210,000 for the loader purchase. The attached quote, including government discount and trade in, is \$165,686.00.

ALTERNATIVES CONSIDERED: Staff is asking for authorization to accept the attached quote at this time to lock in the price. Payment will be made in 2022, after acceptance of the loader by the Street Department.

RECOMMENDATION: Council authorization for staff to order the new front-end loader before November 30, 2021.

TITAN MACHINERY

6340 Hwy 101
Shakopee Mn 55379

Quotation

DATE 6/27/2021

Tim Pittman

Field Marketer

Timothy.pittman@titanmachinery.com

612-708-4578 - Mobile

952-445-5400 - Office

952-445-0365 - Fax

City of Waseca
Attn Tim Roessler
Waseca MN

Quantity	Description	Total
1	New 2021 Case 721G Wheel Loader	\$ 166,100.00
	Cab With Heat and AC	STD
	Enhanced Cab Comfort (Air seat, Sound Suppression, Radio, Mirrors)	\$ 835.00
	LH and RH Steps with full coverage fenders	\$ 680.00
	Enhanced Visibility bundle (LED Lights, Rear view Camera)	\$ 1,634.00
	5 speed transmission	\$ 2,308.00
	Limited slip axles front and rear	STD
	Cold Weather Package (Grid Heater, Fuel Warmer, Block Htr)	STD
	Cooling System (Hyd oil coolers, Reversing Fan)	STD
	Ejector Type Pre Cleaner	\$ 255.00
	Whelen Strobe	\$ 525.00
	Michelin Brand Tire Pref	\$ 1,757.00
	Michelin Snow Plus	\$ 6,740.00
	Joystick Control w/ 2 aux function	\$ 900.00
	Ride Control	STD
	JRB 416 Style Coupler	\$ 2,625.00
	Werk Brau 4 in 1 3 yd Bucket	\$ 16,337.00
	HLA Snow Wing SB5203W1218 12' w/ JRB Mounts	\$ 27,800.00
	HLA Wiring and Install	\$ 2,800.00
	5 yd Werk Brau LM Snow bucket	\$ 9,390.00
*	Loader Pricing Per MN State Contract #184723 expires Nov 30 2021	
	3 yr 2000 Full Machine Warranty & Pro Care Maintenance Plan	inc
	Sub Total	\$ 240,686.00
	Less 2013 JD 544K Wheel Loader w/ 4 in 1 bucket	\$ (75,000.00)

		TOTAL	\$ 165,686.00
			PLUS TAX

If you have any questions concerning this quotation, please contact me at the number noted above.

THANK YOU FOR YOUR BUSINESS!



CITY OF WASECA

Request for City Council Action

Title:	Small Cities Development Program Grant Agreement		
Meeting Date:	November 2, 2021	Agenda Item Number:	7A
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Grant Contract Agreement No. CDAP-20-0053-O-FY21
Originating Department:	Administration	Presented By:	City Manager
Approved By City Manager: <input checked="" type="checkbox"/>			
How does this item pertain to Vision 2030 goals?	Preservation of Community Assets		

BACKGROUND: As has been previously announced, the City and Southwest Minnesota Housing Partnership (SWMHP) were successful in a joint grant application for state funds to perform residential rehabilitation projects on own-occupied homes. The City received \$345,000 in funds to administer and complete projects. SWMHP will be administering the grant for the City. The proposed grant agreement with the state formalizes the terms and conditions under which the grant will be made. As projects are completed and funds expended, the City will be able to request reimbursement from the grant.

There are errors in Paragraph 6 of the contract proposed by the state that are in the process of being corrected. The City Manager, not the Mayor, will be the Authorized Representative for the grant and the City’s address is being corrected from Slayton to Waseca. The state is making these changes.

BUDGET IMPACT: No impact to the general fund. The City has pledged program income, which is money that has come back to the City from projects that were completed with previous SCDP grants, as a local share. This is a legal, and common, use of these funds.

ALTERNATIVES CONSIDERED: None. Alternatives were considered when the grant was originally applied for and the main consideration was whether to apply or not.

RECOMMENDATION: Motion to approve the Grant Agreement.

STATE OF MINNESOTA
DUNS NO. 804832640
GRANT CONTRACT AGREEMENT NO. CDAP-20-0053-O-FY21

This grant contract agreement is between the State of Minnesota, acting through the Department of Employment and Economic Development, Business and Community Development Division, (STATE) and the City of Waseca, 2401 Broadway Avenue, Slayton, MN 56172, Federal Tax ID # 41-6005620 ("GRANTEE").

Recitals

1. Under Minn. Stat. 116J.401 the State is empowered to enter into this grant.
2. The State is in need of units of local government to administer projects in accordance with the Small Cities Development Program (SCDP), Minnesota Rules chapter 4300.
3. The funds are intended to provide grant funds for eligible SCDP activities.
4. The Grantee represents that it is duly qualified and agrees to perform all activities and duties described in this grant contract agreement to the satisfaction of the State.

Grant Contract Agreement

1 Terms of Grant Contract Agreement

1.1 Effective date: August 24, 2021, or the date the State obtains all required signatures under Minn. Stat. §16B.98, Subd. 5, whichever is later. Per Minn. Stat. §16B.98, Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Per 24 CFR 570.489 the Grantee may receive reimbursement for approved expenses that occurred prior to the execution of this grant contract agreement.

1.2 Expiration date: September 30, 2024, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 Survival of Terms. The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; 15. Data Disclosure; 18. Assessments; and 30. Program Income.

2 Grantee's Duties

2.1 Duties, Deliverables, and Completion Dates. The Grantee, who is not a state employee, will: Comply with required grants management policies and procedures set forth through [Minn. Stat. §16B.97](#), Subd. 4 (a) (1).

The Grantee has made application to the State for the purpose of administering a SCDP project in the manner described in Grantee's "APPLICATION," which is incorporated into this grant contract agreement by reference.

The Grantee, who is not a state employee, is awarded funds to provide financial assistance to address the need for decent, safe, affordable housing, economic development and public facility needs, and provide a suitable living environment by expanding economic opportunities, principally benefiting low to moderate income households. The activities may include: Housing Rehabilitation – (This includes owner-occupied and single family, duplex and multi-family rental units), Commercial Rehabilitation, and Public Facility Improvements: (i.e., construction or improvements to water and wastewater systems, etc.)

Specific grantee activity will be detailed and set forth in Clause 4.1(a)

2.2 Provisions for Contracts and Sub-grants.

(a) Contract Provisions. The Grantee must include in any contract and sub-grant, in addition to provisions that define a sound and complete agreement, such provisions that require contractors and sub-grantees to comply with applicable state and federal laws. Along with such provisions, the Grantee must require that contractors performing work covered by this grant be in compliance with all applicable OSHA regulations, especially the federal Hazardous Waste Operations and Emergency Response Standards (29 CFR 1910.120 and 29 CFR 1926.65).

(b) Ineligible Use of Grant Funds. (Not applicable to SCDP) The dollars awarded under this grant contract agreement are grant funds and shall only be used by Grantee or awarded by Grantee to third parties as grant funds and cannot take the form of a loan under any circumstance. Grantee shall not use, treat, or convert the grant funds into an interest bearing loan, a non-interest bearing loan, a deferred loan, a forgivable deferred loan or any other type of loan. Further, Grantee shall include in any contract or sub-grant awarding the grant funds to a third party all the provisions and requirements of this grant contract agreement, including the requirement that these dollars are grant funds only and cannot be used, treated or converted into any type of loan.

(c) Job Listing Agreements. Minn. Stat. § 116L.66, subd.1, requires a business or private enterprise to list any vacant or new positions with the state workforce center if it receives \$200,000 or more a year in grants from the State. If applicable, the business or private enterprise shall list any job vacancy in its personnel complement with MinnesotaWorks.net at www.minnesotaworks.net as soon as it occurs.

(d) Payment of Contractors and Subcontractors. The Grantee must ensure that all contractors and subcontractors performing work covered by this grant are paid for their work that is satisfactorily completed.

3 Time

The grantee must comply with all of the time requirements described in this grant contract agreement. In the performance of this grant, time is of the essence.

4 Compensation and Payment

4.1 Consideration. The State will pay for all services performed by the Grantee under this grant contract agreement as follows:

(a) Compensation

Fed. Obj.	Activity Code	Activity Title	Unit Goal	Number of households/ persons served	Number of LMI households/ persons served	SCDP Funds	Other Funds	Total
LMH	14A	Res. Owner Rehab.	13	13	13	\$345,000.00	\$67,535.00	\$412,535.00
		Totals				\$345,000.00	\$67,535.00	\$412,535.00

(b) Travel Expense (does not apply to SCDP)

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of

this grant contract agreement will not exceed \$0.00; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) Total Obligation. The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed \$345,000.00.

(i) Pre-award Costs. Grantee may incur administrative costs prior to the fully executed grant contract agreement. This would include work on the environmental clearance, producing rehabilitation policies and procedures, and costs associated with attending SCDP implementation training

(ii) Eligible Costs. Eligible costs include the costs identified in the Section 4(a) of this Grant Contract Agreement that are incurred during the contract period and are also eligible for the CDBG program.

4.2 Payment

(a) Invoices. The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed, and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

Payment requests will be processed on a bi-weekly calendar basis with the calendar being provided by the State. The total amount of grant funds requested must be two thousand dollars (\$2,000) or more in each payment request. The final payment request, and payment requests made in the two week periods prior to June 30 and September 30 of each year, may be under \$2,000.

The State has authority to withhold payment of administrative funds if adequate progress on contractual goals is not being met.

(b) Federal Funds. Payments under this grant contract agreement will be made from federal funds obtained by the State through CFDA number 14.228, Title 1 of the Housing and Urban Development Act of 1974. Federal Award number B-21-DC-27-0001. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

Funds made available pursuant to this grant contract agreement shall be used only for expenses incurred in performing and accomplishing such purposes and activities during the grant period described above. Notwithstanding all other provisions of this grant contract agreement, it is understood that any reduction or termination of Housing and Urban Development funds provided to the State may result in a reduction to the Grantee.

Where provisions of the Grantee's Application are inconsistent with other provisions of this grant contract agreement, the other provisions of this grant contract agreement shall take precedence over the provisions of the Application.

(c) Unexpended Funds. The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

4.3 Contracting and Bidding Requirements.

Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must follow the law.

(a) Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.

(b) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat.

§§177.41 through 177.44 consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

(c) The grantee must not contract with vendors who are suspended or debarred in MN:
<http://www.mmd.admin.state.mn.us/debarredreport.asp>

5 Conditions of Payment

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

6 Authorized Representative

The State's Authorized Representative is Christian Nordeng, Grants Specialist, 1st National Bank Building, Suite E200, 332 Minnesota Street, St. Paul, MN 55101-1351, (651) 259-7445, christian.nordeng@state.mn.us, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Lee Mattson of City of Waseca, 508 S. state St., Waseca MN 56093, leem@ci.waseca.mn.us, or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

7 Assignment, Amendments, Waiver, and Grant Contract Agreement Complete

7.1 Assignment. The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.

7.2 Amendments. Any amendments to this grant contract agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

7.3 Waiver. If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State's right to enforce it.

7.4 Grant Contract Complete. This grant contract agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract agreement, whether written or oral, may be used to bind either party.

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract agreement.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, and the General Accounting Office of the U.S. Department of Housing and Urban Development as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

Accounting methods must be in accordance with generally accepted accounting principles.

The Grantee shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L. 104-156). When a Grantee expends over \$750,000 in federal funds during their fiscal year, an A-133 audit is required to be submitted for that year.

10 Government Data Practices and Intellectual Property

10.1 Government Data Practices. The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

10.2 Intellectual Property Rights.

- a) The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents created and paid for under this Grant Contract Agreement. The "works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Grant Contract Agreement. "Works" includes documents. The "documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this Grant Contract Agreement. The documents will be the exclusive property of the State and all such documents must be immediately returned to the State by the Grantee upon completion or cancellation of this Grant Contract Agreement. To the extent possible, those works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the works and the documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the works and documents.
- b) Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee including its employees and subcontractors, in the performance of this Grant Contract Agreement, the Grantee will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the State's Authorized Representative with complete information and/or disclosure thereon.
- c) The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the works and documents created and paid for under this grant contract agreement are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The Grantee represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

11 Workers' Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 Publicity. Any publicity regarding the subject matter of this grant contract agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the grantee's website when practicable.

12.2 Endorsement. The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement. Venue for all legal proceedings out of this grant contract agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

14.1 Termination by the State. The State may immediately terminate this grant contract agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for activities satisfactorily performed.

14.2 Termination for Cause. The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 Termination for Insufficient Funding. The State may immediately terminate this grant contract agreement if:

- (a) Funding for Grant No. **CDAP-20-0053-O-FY21** is withdrawn by United States Department of Housing and Urban Development.
- (b) It does not obtain funding from the Minnesota Legislature [State Grant Funds Only]
- (c) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 In the event of cancellation. In the event of any cancellation under this provision, the Grantee shall cooperate fully with the State and help facilitate any transition for the provision of services by a different vendor. Failure to cooperate with or withholding any information or records requested by the State or a different vendor that impairs in any way the transition of the provision of services shall constitute a material breach of this grant contract agreement, subjecting Grantee to liability for all damages incurred by the State resulting from such breach.

15 Data Disclosure

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

16 Conflicts of Interest-Application Submittal

The State will take steps to prevent individual and organizational conflicts of interest in reference to Grantees per [Minn.Stat. §16B.98](#) and Department of Administration, Office of Grants Management, Policy Number 08-01 [Conflict of Interest Policy for State Grant-Making](#). When a conflict of interest concerning State grant-making is suspected, disclosed, or discovered, transparency shall be the guiding principle in addressing it.

In cases where a potential or actual individual or organizational conflict of interest is suspected, disclosed, or discovered by the Grantee throughout the life of the grant contract agreement, they must immediately notify the State for appropriate action steps to be taken, as defined above.

The Grantee must complete a Conflict of Interest Disclosure agreement and attach it to their proposal.

17 Uniform Relocation Assistance and Real Property Acquisition Policies Act

Permanent easements of land required for any public facilities improvement made using SCDP funds, or in conjunction with SCDP activities, must be acquired in conformance with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (49 CFR 24). Budget modification, if necessary to achieve compliance, must be approved in writing by the State.

Unless otherwise approved in writing by State, use of SCDP funds to purchase real property is limited to the value established by appraisal(s) conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. Reuse of real property that is acquired with SCDP funds must be approved by the State.

18 Assessments

Grantee will not assess the SCDP funds share of any public facilities project.

19 Debarment and Suspension Certification

(If applicable) The Grantee agrees to follow the President's Executive Order 12549 and the implementing regulation "Non-procurement Debarment and Suspension: Notice and Final Rule and Interim Final Rule," found at 53 FR 19189, May 26, 1988, as amended at 60 FR 33041, June 26, 1995, including Appendix B, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions;" unless excluded by law or regulation. Evidence that contractors are not debarred will be maintained over the life of the grant.

Eligible Contractors: All Grantees are required to verify that all contractors, subcontractors and sub-recipients are not listed on the Federal publication that lists debarred, suspended and ineligible contractors. Evidence of this determination must be readily available to the State throughout the life of the project.

20 Conflict of Interest Screening

The Grantee must comply with the Conflict of Interest provisions of Minn. Stat. § 471.87 – 471.88 and Subpart K of 24 CFR, Part 570.611 of the Code of Federal Regulations. Grantee will screen for conflicts of interest in any activity that involves individual assistance and exceptions for participation for individual assistance must be approved by DEED.

21 Federal Environmental Standards

Unless the State indicates otherwise and prior to release of funds, the Grantee is required to conduct an environmental review on project activities to comply with the National Environmental Policy Act of 1969 (NEPA), as amended. Disbursement of funds from the State will not occur until State has issued an environmental clearance to the Grantee.

Grantee must maintain environmental review documentation and records and make them available to the public.

22 Drug-free Workplace/Drug-Free Workplace Awareness Program

The Grantee agrees to provide a drug free workplace by notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying actions that will be taken against employees for violation of such prohibition. The Grantee must have an Awareness Program, or establish a drug free workplace awareness program to inform employees about the dangers of drug abuse, the availability of drug counseling and penalties for violations of the drug free workplace policy. Prior to release of funds, Grantee will provide evidence of a drug-free workplace to the State. If applicable, all secondary communities involved with this project will adhere to this condition.

23 Prohibition of Excessive Force Policy

The Grantee agrees to adopt and enforce a policy to prohibit the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations (P.L. 101-144, Section 519). Prior to release of funds, Grantee will provide evidence of a Prohibition of Excessive Force Policy to the State. If applicable, all secondary communities involved with this project will adhere to this condition.

24 Residential Anti-displacement and Relocation Assistance Plan

The Grantee agrees to adopt, make public and follow a "residential anti-displacement and relocation assistance plan" in accordance with Section 104(d) of the Housing and Community Development Act of 1974, as amended. This plan must include steps to minimize displacement of residents caused by project activities. Prior to release of funds, Grantee will provide evidence of a Residential Anti-displacement and Relocation Assistance Plan to the State. If applicable, all secondary communities involved with this project will adhere to this condition.

25 Fair Housing

Grantee agrees to abide by and promote all Fair Housing Regulations during the grant period, including conducting at least one unique activity to affirmatively further fair housing each year that the grant remains open. Activities must be reported via the State's Annual Report each year.

26 Policies and Procedures

Where applicable and prior to release of funds, Grantee must approve and maintain policies and procedures which are consistent with the Application and consistent with current SCDP guidance and policy. All policies and procedures must adhere to federal and/or state requirements.

27 Federal Labor Standards

When applicable, Grantee must comply with all federal Davis Bacon and Related Act requirements (DBRA). Grantee must follow DEED's "12 Step Instructions" that are available on the SCDP portion of the DEED website in order to comply with DBRA. Grantee must submit the DEED "Notice of Contract Award" to DEED staff within 14 days of each contract award where DBRA applies and before using grant funds to pay contractors or subcontractors. For projects involving a public facility or rental rehabilitation of eight or more units, copies of the first payroll for each contractor and/or subcontractor working on the project will be provided to DEED staff for review before any cash disbursements for the activity are issued by the State.

28 Use of Out of State Contractors

The Grantee must comply with Minnesota Statutes, Section 290.9705 by either:

- A. Depositing with the State, eight percent of every payment made to non-Minnesota construction contractors, where the contract exceeds \$50,000; or
- B. Receiving an exemption from this requirement from the Minnesota Department of Revenue.

29 Reporting

Grantee shall submit reports annually during the grant period to the State by October 15, or the date designated by the State. All other reports must be in accordance with the reporting requirements set forth in Minnesota Rule 4300.3200. Grantee shall use the reporting forms provided by the State.

30 Program Income

Program Income is defined as any income equal to or exceeding \$35,000 in a federal fiscal year (October 1-September 30) received by the Grantee from repayments on deferred or installment loans made from SCDP grants. Any income received from these SCDP loans that total less than \$35,000 in a federal fiscal year, is not Program Income, but must be reused for an SCDP approved purpose. Total Program Income expenditures for the year must be reported on the expenditures section of the annual report. Program Income must all be used before SCDP will provide a payment request form, if applicable.

Grantee agrees to have a “SCDP Income Reuse Plan” on file that states how Program Income and other funds generated from the grant will be reused. This plan should prescribe that funds will be reused for an approved SCDP purpose and be consistent with the Grantee’s Application. If the funds received by the Grantee cannot be utilized by the Grantee within a reasonable amount of time, the State may ask for the funds.

Annual Post Closeout Program Income Reporting: Following grant closeout, the Grantee must report Program Income to the state by October 15 of each year. Reporting must include Program Income:

- Funds received during the federal fiscal year,
- Expended during the federal fiscal year, and the funds
- Balance at the end of the federal fiscal year.

This reporting will be completed online using the “Post Closeout Online Reporting” and if applicable the “Post Closeout Program Income Expenditure Reporting Form” located on the DEED/SCDP website. These forms can be found on this webpage: <http://mn.gov/deed/government/financial-assistance/community-funding/>.

Grantees should track Program Income (\$35,000 or more received in a fiscal year) and other income from SCDP loans (under \$35,000 in a year) with separate accounts. These funds do not include Minnesota Investment Funds.

Refer to SCDP A-Z Guide for additional information.

31 Procurement

The Grantee must maintain documentation that shows that professional services were procured in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Services obtained from an HRA, RDC, or nonprofit organization do not have to be procured by competitive negotiation, but contracts for these services must only be on a cost reimbursement basis, accounted for in accordance with "The Common Rule."

All construction contracts will require competitive bidding, unless waived by the State.

32 Section 3 & Equal Opportunity

Grantee must adhere to the Subparts A, C and D of the Section 3 regulations at 24 CFR 75 if the financial assistance provided to the project exceeds a threshold of \$200,000 in HUD program funding. If the project is found to be a Section 3 project, requirements at 24 CFR 75.19 must be followed. The Grantee will report labor hours in the Annual Report as described in 24 CFR 75.25(a), provide the qualitative efforts to assist low and very low-income persons described at 24 CFR 75.25(b) if reporting benchmarks are not met, must include Section 3 requirements and language in bidding documents and contracts, and retain necessary Section 3 documentation as described in 24 CFR 75.31. Additionally, the Grantee will include The Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246, as amended) in the bidding and contract documents. Grantees will adopt an “Affirmative Contractor Outreach Plan – Section 3, MBE and WBE” which will outline how the Grantee will adhere to Section 3 requirements and will promote the use of Section 3 business concerns and Women- or Minority-Owned Businesses. The plan will include a requirement that contractors and subcontractors will complete the Section 3 and Women- or Minority-Owned Business Certification form.

33 Public Hearing

The Grantee will hold a second public hearing (first was held for submission of Application) that includes a citizen participation opportunity midway through the implementation period to solicit public feedback on grant progress and

results. The public hearing must be publicly advertised and minutes from the hearing and evidence that the hearing was publicly advertised will be provided to the State, if requested. Documentation that the second public hearing was held will be made on the final report to DEED.

34 Record Retention

The Grantee will maintain all grant related records and files for six years after grant closeout. If applicable, the Grantee will maintain files for all individual, SCDP deferred or installment loans until they have expired.

35 Bid Specifications

For projects that involve construction of public facilities, new housing construction, conversion for new housing, or rehabilitation of 8 housing units or more under 1 site: Grantee will provide State with bid specifications (not maps or architectural drawings) for review and approval.

36 Rental Development Agreement

When applicable and prior to release of funds, the Grantee will provide the State with a development agreement between the Grantee and developer and, if applicable, the management company who will manage the building(s). The agreement(s) will include provisions to ensure that rents and utility costs charged for housing units meet current DEED standards and incomes of tenants are within the current HUD section 8 limits. If applicable, the agreement would also ensure against the economic displacement (rents and utilities raised to above 30% of a household's gross, monthly income) of any current housing tenants.

37 National Objectives

All activities outlined in the Grantee Application and table contained in 4.1 shall meet a National Objective as outlined by the CDBG program. In the event that any facility used for multi-family rental housing no longer meets the Benefit to Low and Moderate Income People National Objective, the SCDP construction funds used to construct or renovate the facility will be returned to the State within a reasonable time frame. This provision will expire five years after the closeout date associated with the final Grant Adjustment Notice, unless a different time period is contained in the Application.

38 Lead Based Paint

For activities that involve the renovation of housing, the Grantee will follow the DEED lead policy.

39 Monitoring

The State shall monitor grantee performance as outlined in its Action Plan to HUD. The Grantee will make all books, records, documents, and accounting procedures and practices accessible for any monitoring. Monitoring will be based on forms provided by the State. The monitor may be in person or a request for information at any time during the grant and any time after grant closeout as needed.

The grantee will monitor the activities of the sub-recipient according to 2 CFR §200.303 and 2 CFR §200.331 as necessary to ensure that the sub-award is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the Sub-award; and that sub-award performance goals are achieved. Pass-through entity monitoring of the sub-recipient must include:

- (a) Reviewing financial and programmatic reports required by the pass-through entity.
- (b) Following-up and ensuring that the sub-recipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the sub-recipient from the pass-through entity detected through audits, on-site reviews, and other means.
- (c) Issuing a management decision for audit findings pertaining to the Federal award provided to the sub-recipient 2 CFR §200.332 from the pass-through entity as required by 2 CFR §200.521 management decision.

The State and Grantee acknowledge their assent to this grant contract agreement and agree to be bound by its terms

through their signatures entered below.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. 16A.15.

Signed:  _____

Date: 10/25/2021

SWIFT Contract/PO No(s). 202801/3000452459/PR 65880

2. GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____

Title: _____

Date: _____

Distribution:
Agency
Grantee
State's Authorized Representative