

WORK SESSION: PRELIMINARY BUDGET 6:30 P.M

REGULAR WASECA CITY COUNCIL MEETING

TUESDAY, SEPTEMBER 5, 2023, 7:00 PM

AGENDA

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

Those wishing to speak must state their name and address for the record. Each person will have **three (3) minutes** to make their remarks. Speakers will address all comments to the City Council as a whole. 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. Junior Achievement Presentation
 - B. FY22 Audit Presentation – ABDO
6. CONSENT AGENDA
 - A. Minutes: Council Meeting – August 15, 2023
 - B. Payroll & Expenditures
 - C. Letter of support for Vista Villa grant application
 - D. City Parking Lot Rehabilitation Project Final Payment (City Project No. 2023-02)
 - E. 2023 Crack Seal/Seal Coat Project Final Payment (City Project No. 2023-03)
 - F. Authorize the Director of Engineering to execute Federal Grants for the 4-Unit Hangar Project (City Project No. 2021-19)
 - G. Premise Extension- Ward House Brewery- September 29th and 30th, Oktoberfest.
 - H. Set public hearing for Resolution 23-39 adoption of miscellaneous assessment roll 23-99.
 - I1. Market Place Early Access Agreement & Site Development
 - I2. Market Place Site Development
 - I3. Market Place Early Access Agreement
7. ACTION AGENDA
 - A. Constitution Week Proclamation
8. REPORTS
 - A. City Manager's Report
 - B. Commission Reports
9. ANNOUNCEMENTS
10. ADJOURNMENT

**MINUTES
REGULAR WASECA CITY COUNCIL MEETING
TUESDAY, AUGUST 15, 2023, 7:00 P.M.**

CALL TO ORDER

1. The Regular Waseca City Council Meeting was called to order by Mayor Randy Zimmerman at 7:00 p.m.

ROLL CALL

Councilmembers Present:	Mayor Randy Zimmerman	Daren Arndt
	Mark Christiansen	Jeremy Conrath
	James Ebertowski	Stacey Schroeder

Councilmembers Absent: John Mansfield

Staff Present: Carl Sonnenberg, City Manager
Penny Vought, Police Chief
Nate Willey, City Engineer
Julia Hall, City Clerk

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 Christiansen made the motion to approve the consent agenda with adding Jessica Stuckmayer from the Waseca Art Center for a presentation, seconded by Councilmember Ebertowski. Motion carried 6-0.

PUBLIC COMMENT

4. A Ann Fitch, 105 7th Avenue NE; the "Halfway to All School Reunion" event will be on September 2nd. If anyone would like to be on the All School Reunion committee, please let her know. Would like to have the open bottle rule relaxed for the street dance portion of their event as they have done in the past. Staff was asked to follow up with Ann Fitch in regards to Insurance.

REQUESTS AND PRESENTATIONS

5. A. Penny Vought, Waseca Chief of Police, introduced Ben Johnson from the Owatonna Police Department, who works with the South Central Drug Investigation Unit (SCDIU), Director Carlson, Chair of SCDIU Board, and Rachel Cornelius Waseca County Attorney. SCDIU is a combined drug task force and violent crime investigating unit with five (5) counties in Southern Minnesota. The city of Waseca has a joint membership with Waseca County.
 1. Michelle Oswald, 916 3rd Ave SE; appreciated the support from the Drug Task Force and the cleaning up of her neighborhood after she moved in as a new homeowner. She appreciates their service.

- B. Art Director Jessica Stuckmayer and Board Member Mikhail Rostislavovich from the Waseca Arts Center spoke on what the Arts Center does for the arts and the role the city plays in their programs. The Arts Center Fall Get Together is October 28th.

CONSENT AGENDA

6. A. Councilmember Arndt made a motion to approve the consent agenda, seconded by Conrath. Motion carried 6-0.

ACTION AGENDA

7. A. Nate Willey, City Engineer, presented Ordinance 1109 – Chapter 154 (Zoning) Text Amendments:
1. Public Hearing: Driveway Text Amendments
 - i. Public Hearing Opened at 8:01
 - ii. Public Hearing Closed at 8:02Council requested driveway to have a 28th ft width at the property line.
 2. Public Hearing: Accessory Structure Text Amendments
 - i. Public Hearing Opened at 8:03
Michelle Oswald, 916 3rd Ave SE; wanted to clarify the set-back rules.
 - ii. Public Hearing Closed at 8:06
 3. Public Hearing: Outdoor Seating Text Amendments
 - i. Public Hearing Opened at 8:06
 - ii. Public Hearing Closed at 8:07
- Councilmember Conrath made the motion to approve Ordinance 1109 with the change of driveway width to 28 feet, seconded by Ebertowski. Motion carried 5-1 (Nay Christiansen)
- B. Chris Kennedy, City Attorney, presented Resolutions 23-27 and 23-28 for Liquor License Violations
1. Public Hearing: Walmart
 - i. Public Hearing Opened at 8:19
 - ii. Public Hearing Closed at 8:20Councilmember Arndt made the motion to approve Resolution 23-27, seconded by Ebertowski. Motion carried 6-0.
 2. Public Hearing: Coborn's/ Cash Wise
 - i. Public Hearing Opened at 8:21
 - ii. Public Hearing Closed at 8:22Councilmember Conrath made the motion to approve Resolution 23-28, seconded by Schroeder. Motion carried 6-0.
- C. Chris Kennedy, City Attorney, presented the Waseca Trespass Policy. Councilmember Ebertowski made a motion to approve the Trespass Policy as presented, seconded by Arndt. Motion carried 6-0.
- D. Councilmember Conrath made a motion to approve the premise extension for Barden's. Box Car and Katie O'Leary's and extending the open bottle law once the insurance is finalized, seconded by Schroeder. Motion carried 6-0.

REPORTS

8. A. City Manager's Report:
1. There will be a meeting held on August 31st at 6:00 p.m. in the Public Safety Building to discuss the design of the Gaiter Lake Property. A second meeting to be held September 14th at 6:00 at the Public Safety Building to discuss a concept plan/layout for the Gaiter Lake Property.

B. Commission Reports:

1. Historic Preservation Commission: Councilmember Ebertowski reported that Steve Jes has joined the HPC as the representative from the Planning Commission, and a business in the Historic District brought in their ideas on remodeling their building, and that is moving forward.
2. Economic Development Authority: Mayor Zimmerman reported that they received a presentation from GreenSeam and renewed their membership as GreenSeam will help to "Tell the Story" of Waseca. Tina Wilson has been selected to a Board on GreenSeam. They reviewed the EDA Fund Balance. The Accounting software will be used on all new loans going forward. They also discussed the upcoming conferences that Tina Wilson will be attending
3. Planning Commission: Councilmember Arndt reported that they discussed the Text Amendments that were presented at the Council Meeting.
4. Park Board: Councilmember Christiansen reported that they talked about Gaiter Lake and possibly asking for a disc golf be added and possibly a small playground. They also discussed drainage issues at the Dog Park. The Doodlebug Trail project is complete. Their next meeting will be September 12th at 7:30 a.m. at Southview Park.
5. Tourism Board: Councilmembers Conrath and Schroeder spoke on the updating of the website and working on their social media presence.

ANNOUNCEMENTS

9. A. Councilmember Arndt:
Condolences to Wayne Breitbarth's family. Also, thanks to the city on the overlay on 10th.
- B. Councilmember Schroeder:
Waseca is a small town with a big story, and they are the Waseca County seat.
- C. Councilmember Christiansen:
Marching band Fall Preview is next Friday, and don't forget about the Art Center and Happy Labor Day.
- D. Councilmember Ebertowski:
Condolences to the Waseca County Sheriff's Department and Wayne's family.
- E. Council Member Conrath:
Reminder there is three (3) weeks before the next meeting, and condolences to Wayne's family.
Happy Labor Day.
- C. Mayor Zimmerman:
 - i. Thank the good Lord for the rain we have received.

ADJOURNMENT

10. There being no further business to be brought before the Council, Arndt moved to adjourn the meeting at 8:41 p.m., seconded by Conrath. Motion carried 6-0.

JULIA HALL
CITY CLERK

RANDY L. ZIMMERMAN
MAYOR

Micael Fischer

6B

LIST OF EXPENDITURES

September 5, 2023

Carl S. S. S.

=====

City Council	4,250.00
Streets	30,122.98
Parks	16,112.81
Wastewater	11,856.67
Utility Administration	9,425.94
Utility Offices	8,118.67
Electric	15,194.40
Water	5,133.02
Building and Code Compliance	3,153.49
Police	65,445.71
Administration	0.00
Community Aides	0.00
Fire	10,006.95
Paid On Call Fire Department	738.99
PEG	243.39
Election Judges	0.00
Finance	13,574.94
Community Development	2,340.73
Engineering	17,639.03
Recreation	17,298.95
Econ Development	<u>3,100.68</u>

Total Gross Payroll	233,757.35
---------------------	------------

*Less- Payroll Deductions	<u>(70,977.40)</u>
---------------------------	--------------------

Net Payroll Cost	\$ 162,779.95
------------------	---------------

*These costs are included in Accounts Payable totals below

Accounts Payable

Utility deposit refunds dated:

Includes check #'s

Expenditures dated:

August 11, 2023-August 31, 2023

Includes check #'s 159577-159620

Bank ACH Withdrawals.....	<u>2,297,240.32</u>
---------------------------	---------------------

GRAND TOTAL EXPENDITURES	<u>\$ 2,460,020.27</u>
--------------------------	------------------------

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
General Fund						
08/31/2023	82316	MN Sales and Use Tax Payable	July Sales tax payable	101-20210-0000	3,900.52	M
08/31/2023	82316	MN Sales and Use Tax Payable	June Double payment	101-20210-0000	5,594.55-	M
Total 101202100000:					1,694.03-	
08/24/2023	82321	ACH Internal Revenue Service	FEDERAL WITHHOLDING TAX Pay Period: 8/20/2023	101-21701-0000	20,384.04	M
Total 101217010000:					20,384.04	
08/24/2023	82317	MN Department of Revenue	STATE WITHHOLDING TAX Pay Period: 8/20/2023	101-21702-0000	10,150.33	M
Total 101217020000:					10,150.33	
08/24/2023	82321	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 8/20/2023	101-21703-0000	9,334.55	M
08/24/2023	82321	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 8/20/2023	101-21703-0000	9,770.88	M
Total 101217030000:					19,105.43	
08/24/2023	82318	Public Employees Retirement Assn (ACH	PERA COORD Emplr 1% Pay Period: 8/20/2023	101-21704-0000	1,355.80	M
08/24/2023	82318	Public Employees Retirement Assn (ACH	August 24th rounding	101-21704-0000	.03	M
08/24/2023	82318	Public Employees Retirement Assn (ACH	PERA COORDINATED Employee Pay Period: 8/20/2023	101-21704-0000	8,812.93	M
08/24/2023	82318	Public Employees Retirement Assn (ACH	PERA POLICE Employee Pay Period: 8/20/2023	101-21704-0000	8,005.16	M
08/24/2023	82318	Public Employees Retirement Assn (ACH	DEF CONTRIBUTION/EMPL Pay Period: 8/20/2023	101-21704-0000	58.70	M
08/24/2023	82318	Public Employees Retirement Assn (ACH	PERA COORDINATED Employer Pay Period: 8/20/2023	101-21704-0000	8,812.93	M
08/24/2023	82318	Public Employees Retirement Assn (ACH	PERA POLICE Employer Pay Period: 8/20/2023	101-21704-0000	12,007.73	M
08/24/2023	82318	Public Employees Retirement Assn (ACH	DEF CONT Employer Pay Period: 8/20/2023	101-21704-0000	58.70	M
Total 101217040000:					39,111.98	
08/24/2023	159577	NCPERS Minnesota - 8266711	LIFE INSURANCE - PERA Pay Period: 8/20/2023	101-21711-0000	224.00	
Total 101217110000:					224.00	
08/24/2023	82321	ACH Internal Revenue Service	MEDICARE Pay Period: 8/20/2023	101-21712-0000	3,134.13	M
08/24/2023	82321	ACH Internal Revenue Service	MEDICARE Pay Period: 8/20/2023	101-21712-0000	3,236.18	M
Total 101217120000:					6,370.31	
08/24/2023	82322	MSRS- (DEF COMP)	MSRS - ROTH (AFTER TAX) Pay Period: 8/20/2023	101-21713-0000	1,325.00	M
08/24/2023	82322	MSRS- (DEF COMP)	MSRS - DEF COMP Pay Period: 8/20/2023	101-21713-0000	1,049.00	M
Total 101217130000:					2,374.00	
08/24/2023	82320	Vantagepoint Transfer Agents 457	ICMA - ROTH (AFTER TAX) Pay Period: 8/20/2023	101-21714-0000	350.00	M
08/24/2023	82320	Vantagepoint Transfer Agents 457	ICMA DEF COMPENSATION Pay Period: 8/20/2023	101-21714-0000	603.43	M
Total 101217140000:					953.43	
08/24/2023	82325	Colonial Life & Accident Insurance Co	COLONIAL LIFE Pay Period: 8/20/2023	101-21715-0000	1,031.61	M
08/24/2023	82325	Colonial Life & Accident Insurance Co	COLONIAL LIFE Pay Period: 8/6/2023	101-21715-0000	1,031.61	M
Total 101217150000:					2,063.22	
08/24/2023	82323	Medsurety	HSA Contribution Pay Period: 8/20/2023	101-21716-0000	1,872.27	M

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Total 101217160000:					1,872.27	
08/24/2023	82319	MN Child Support Payment Center	CHILD SUPPORT FLAT AMT Pay Period: 8/20/2023	101-21717-0000	1,005.07	M
Total 101217170000:					1,005.07	
08/24/2023	82314	Family Medical Care Plan	FMCP Single Pay Period: 8/20/2023	101-21720-0000	22.47	M
08/24/2023	82314	Family Medical Care Plan	FMCP Single Pay Period: 8/6/2023	101-21720-0000	22.48	M
08/24/2023	82314	Family Medical Care Plan	FMCP Single Pay Period: 8/20/2023	101-21720-0000	427.02	M
08/24/2023	82314	Family Medical Care Plan	FMCP Single Pay Period: 8/6/2023	101-21720-0000	427.03	M
08/24/2023	82324	United Healthcare	Gedicke August 2023 COBRA	101-21720-0000	847.14	M
08/24/2023	82324	United Healthcare	UHC Family Pay Period: 8/20/2023	101-21720-0000	17,500.00	M
08/24/2023	82324	United Healthcare	Mattson August 2023 COBRA	101-21720-0000	847.14	M
08/24/2023	82324	United Healthcare	Crouse August 2023 Adjustment	101-21720-0000	847.14	M
08/24/2023	82324	United Healthcare	Houlihan June and July 2023 Adjustment	101-21720-0000	5,269.22	M
08/24/2023	82324	United Healthcare	Keck June and July 2023 Adjustment	101-21720-0000	5,269.22	M
08/24/2023	82324	United Healthcare	Armendariz August 2023 COBRA	101-21720-0000	847.14	M
08/24/2023	82324	United Healthcare	Grotberg August 2023 COBRA	101-21720-0000	847.14	M
08/24/2023	82324	United Healthcare	Madden June and July Adjustment	101-21720-0000	3,642.70	M
08/24/2023	82324	United Healthcare	Jungwirth June and July 2023 Adjustment	101-21720-0000	3,642.70	M
08/24/2023	82324	United Healthcare	UHC Family Pay Period: 8/6/2023	101-21720-0000	17,500.00	M
08/24/2023	82324	United Healthcare	UHC Single Pay Period: 8/20/2023	101-21720-0000	14,401.38	M
08/24/2023	82324	United Healthcare	UHC Single Pay Period: 8/6/2023	101-21720-0000	14,401.38	M
08/24/2023	82324	United Healthcare	UHC Employee + 1 Pay Period: 8/20/2023	101-21720-0000	321.03	M
08/24/2023	82324	United Healthcare	UHC Employee + 1 Pay Period: 8/6/2023	101-21720-0000	321.12	M
08/24/2023	82324	United Healthcare	UHC Employee + 1 Pay Period: 8/20/2023	101-21720-0000	7,875.00	M
08/24/2023	82324	United Healthcare	UHC Employee + 1 Pay Period: 8/6/2023	101-21720-0000	7,875.00	M
08/24/2023	82324	United Healthcare	UHC Family Pay Period: 8/20/2023	101-21720-0000	942.20	M
08/24/2023	82324	United Healthcare	UHC Family Pay Period: 8/6/2023	101-21720-0000	942.34	M
Total 101217200000:					103,343.71	
08/24/2023	82314	Family Medical Care Plan	FMCP Family Pay Period: 8/20/2023	101-21724-0000	351.00	M
08/24/2023	82314	Family Medical Care Plan	FMCP Family Pay Period: 8/6/2023	101-21724-0000	351.00	M
08/24/2023	82314	Family Medical Care Plan	FMCP Family Pay Period: 8/20/2023	101-21724-0000	3,159.00	M
08/24/2023	82314	Family Medical Care Plan	FMCP Family Pay Period: 8/6/2023	101-21724-0000	3,159.00	M
Total 101217240000:					7,020.00	
08/31/2023	20230686	APG Media of So MN LLC	Public Hearing for THC/Canabis Moretorium	101-41110-3400	15.00	
Total 101411103400:					15.00	
08/31/2023	20230695	Discover Waseca Tourism	July Lodging Tax	101-41110-4440	3,133.03	
08/31/2023	20230695	Discover Waseca Tourism	June Lodging Tax	101-41110-4440	3,264.31	
Total 101411104440:					6,397.34	
08/31/2023	159591	Core Distinction Group LLC	Hotel feasibility study	101-41320-3100	7,500.00	
08/31/2023	159611	Shred-it USA LLC	Monthly Service	101-41320-3100	22.52	
Total 101413203100:					7,522.52	
08/31/2023	20230721	Waseca Area Chamber of Commerce	Employee Recognition-Schmidt	101-41320-4930	25.00	
08/31/2023	20230721	Waseca Area Chamber of Commerce	Employee Recognition-Mike Kahnke	101-41320-4930	10.00	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
08/31/2023	20230721	Waseca Area Chamber of Commerce	Employee Recognition-Bartz	101-41320-4930	25.00
08/31/2023	20230721	Waseca Area Chamber of Commerce	Employee Recognition-Sietsema	101-41320-4930	75.00
Total 101413204930:					135.00
08/31/2023	20230683	A. H. Hermel Company	Pop for Vending Machine	101-41320-4945	43.07
08/31/2023	20230683	A. H. Hermel Company	Pop for Vending Machine	101-41320-4945	119.03
Total 101413204945:					162.10
08/31/2023	20230684	Abdo	Audit Services	101-41500-3000	13,084.00
Total 101415003000:					13,084.00
08/31/2023	20230705	Jungwirth, Sheila	Day to Unite MNGFOA Training & Lunch	101-41500-3300	39.96
Total 101415003300:					39.96
08/31/2023	82316	MN Sales and Use Tax Payable	Penalty	101-41500-4350	2,438.85
08/31/2023	159607	MN UI Fund	UI Fee	101-41500-4350	1,630.00
Total 101415004350:					4,068.85
08/31/2023	20230697	Flaherty & Hood PA	Labor & Employment Consultation	101-41600-3000	2,809.05
Total 101416003000:					2,809.05
08/31/2023	20230711	Pantheon Computer Systems Inc.	Caselle Server - Harddrive replacement	101-41920-2050	999.99
08/31/2023	20230711	Pantheon Computer Systems Inc.	HDMI Cables	101-41920-2050	79.36
Total 101419202050:					1,079.35
08/31/2023	20230711	Pantheon Computer Systems Inc.	2023 Maintanance Agreement	101-41920-3100	6,621.59
08/31/2023	20230711	Pantheon Computer Systems Inc.	2023 Maintanance Agreement	101-41920-3100	2,762.06
Total 101419203100:					9,383.65
08/31/2023	20230702	Innovative Office Supply	Pink paper	101-41940-2000	10.77
08/31/2023	20230702	Innovative Office Supply	Adding Machine Ribbon	101-41940-2000	6.76
08/31/2023	159610	Quadient Leasing	Postage Machine	101-41940-2000	435.00
Total 101419402000:					452.53
08/31/2023	159587	Cintas Corporation	First Aid Cabinet Supplies - City Hall	101-41940-2170	58.17
Total 101419402170:					58.17
08/31/2023	20230691	Cady Business Technologies Inc	Monthly Phone Support Plan	101-41940-3100	262.62
08/31/2023	159585	Cintas Corp	Floor Mats	101-41940-3100	58.79
08/31/2023	20230716	Stoltz Cleaning Services LLC	City Hall Cleaning	101-41940-3100	475.00
08/31/2023	20230716	Stoltz Cleaning Services LLC	City Hall Cleaning	101-41940-3100	475.00
08/31/2023	20230716	Stoltz Cleaning Services LLC	City Hall Cleaning	101-41940-3100	475.00
Total 101419403100:					1,746.41
08/31/2023	159590	Consolidated Communications	Monthly Billing	101-41940-3200	228.39

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
08/31/2023	159590	Consolidated Communications	Monthly Billing	101-41940-3200	156.76
Total 101419403200:					385.15
08/31/2023	82331	Centerpoint Energy	Monthly Billing	101-41940-3800	81.00 M
Total 101419403800:					81.00
08/31/2023	20230685	Amazon	office supplies	101-41950-2000	35.98
Total 101419502000:					35.98
08/31/2023	20230686	APG Media of So MN LLC	Public hearing notice about chapeter 154	101-41950-3400	50.00
Total 101419503400:					50.00
08/31/2023	20230702	Innovative Office Supply	Office Supplies - pens, paper, note pads Police	101-42100-2000	74.08
Total 101421002000:					74.08
08/31/2023	159617	Waseca County Highway Department	Monthly billing	101-42100-2120	2,689.21
Total 101421002120:					2,689.21
08/31/2023	159587	Cintas Corporation	First Aid PD	101-42100-2170	59.57
Total 101421002170:					59.57
08/31/2023	20230690	Brass, Brent	Uniform Allowance	101-42100-2180	33.61
08/31/2023	20230700	Horn, Gage	Suspenders for duty belt - Horn	101-42100-2180	71.49
08/31/2023	20230718	Streicher's	Uniform New Hire - Crouse	101-42100-2180	195.00
08/31/2023	20230718	Streicher's	Uniform New Hire - Madden	101-42100-2180	262.99
08/31/2023	20230718	Streicher's	Uniform New Hire - Crouse	101-42100-2180	492.00
Total 101421002180:					1,055.09
08/31/2023	159618	Waseca County License Bureau	vehicle registration police	101-42100-2220	14.25
Total 101421002220:					14.25
08/31/2023	159608	Orkin Pest Control	Orkin - Police	101-42100-3000	108.99
Total 101421003000:					108.99
08/31/2023	159585	Cintas Corp	Mats - PD	101-42100-3100	8.99
08/31/2023	159585	Cintas Corp	Mats - PD	101-42100-3100	8.99
08/31/2023	159585	Cintas Corp	Mats - PD	101-42100-3100	8.99
08/31/2023	159611	Shred-it USA LLC	Monthly Service	101-42100-3100	22.52
Total 101421003100:					49.49
08/31/2023	159590	Consolidated Communications	Monthly Billing	101-42100-3200	228.39
08/31/2023	159590	Consolidated Communications	Monthly Billing	101-42100-3200	444.03
08/31/2023	159590	Consolidated Communications	Monthly Billing	101-42100-3200	47.72

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101421003200:					720.14
08/31/2023	20230718	Streicher's	Ammunition - Police	101-42100-3300	876.00
Total 101421003300:					876.00
08/31/2023	82331	Centerpoint Energy	Monthly Billing	101-42100-3800	70.42 M
Total 101421003800:					70.42
08/31/2023	20230683	A. H. Hermel Company	Freezies for night to unite	101-42100-4640	84.32
Total 101421004640:					84.32
08/31/2023	159617	Waseca County Highway Department	Monthly billing	101-42200-2120	463.65
Total 101422002120:					463.65
08/31/2023	159587	Cintas Corporation	First Aid Fire	101-42200-2170	19.92
Total 101422002170:					19.92
08/31/2023	159601	LaCanne's Marine Inc	Change tracks to tires	101-42200-2220	539.07
Total 101422002220:					539.07
08/31/2023	159585	Cintas Corp	Mats -FD	101-42200-3100	8.98
08/31/2023	159585	Cintas Corp	Mats -FD	101-42200-3100	8.98
08/31/2023	159585	Cintas Corp	Mats - FD	101-42200-3100	8.98
08/31/2023	159619	Waseca County Public Health	Hepatitis B shot	101-42200-3100	40.00
Total 101422003100:					66.94
08/31/2023	159590	Consolidated Communications	Monthly Billing	101-42200-3200	47.72
Total 101422003200:					47.72
08/31/2023	82331	Centerpoint Energy	Monthly Billing	101-42200-3800	70.41 M
08/31/2023	159590	Consolidated Communications	Monthly Billing	101-42200-3800	51.20
Total 101422003800:					121.61
08/31/2023	159580	Ancom Communications Inc	Fire - batteries for pagers and radios	101-42200-4000	2,492.00
Total 101422004000:					2,492.00
08/31/2023	20230693	City Building Inspection Services LLC	building inpsctions	101-42400-3000	6,971.42
Total 101424003000:					6,971.42
08/31/2023	20230707	Lenz Lawn Care & Landscaping Inc.	Mow Trim 312 2nd Ave SE	101-42400-3100	337.50
08/31/2023	20230707	Lenz Lawn Care & Landscaping Inc.	Mow/Trim 804 5th St SE	101-42400-3100	65.00
08/31/2023	20230707	Lenz Lawn Care & Landscaping Inc.	Mow/Trim outlet A	101-42400-3100	28.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101424003100:					430.50
08/31/2023	20230686	APG Media of So MN LLC	Public Hearing nuisance property 501 3rd St NE	101-42400-3400	34.17
Total 101424003400:					34.17
08/31/2023	159617	Waseca County Highway Department	Monthly billing	101-43000-2120	55.53
Total 101430002120:					55.53
08/31/2023	82332	Verizon Wireless	Monthly Verizon Data Bill	101-43000-3200	80.02 M
Total 101430003200:					80.02
08/31/2023	20230698	H & J Fuel Inc	fuel	101-43100-2120	2,497.43
08/31/2023	159617	Waseca County Highway Department	Monthly billing	101-43100-2120	3,516.15
08/31/2023	159617	Waseca County Highway Department	Monthly billing	101-43100-2120	15.00
08/31/2023	159617	Waseca County Highway Department	Monthly billing	101-43100-2120	233.42
Total 101431002120:					6,262.00
08/31/2023	20230688	Bomgaars Supply	Parts & Supplies	101-43100-2170	189.42
08/31/2023	159584	CCP Industries Inc.	toilet tissue & roll towels	101-43100-2170	459.91
08/31/2023	20230722	Waseca Sand & Gravel Inc.	curb repair	101-43100-2170	522.00
Total 101431002170:					1,171.33
08/31/2023	159616	W W Blacktopping Inc.	Hot Mix	101-43100-2171	1,910.00
Total 101431002171:					1,910.00
08/31/2023	159586	Cintas Corporation	Uniform Service	101-43100-2180	80.86
08/31/2023	159586	Cintas Corporation	Uniform Service	101-43100-2180	80.86
Total 101431002180:					161.72
08/31/2023	159580	Ancom Communications Inc	radio repair	101-43100-3100	200.00
Total 101431003100:					200.00
08/31/2023	159590	Consolidated Communications	Monthly Billing	101-43100-3200	47.75
Total 101431003200:					47.75
08/31/2023	82331	Centerpoint Energy	Monthly Billing	101-43100-3800	130.83 M
Total 101431003800:					130.83
08/31/2023	159617	Waseca County Highway Department	Monthly billing	101-45130-2120	46.67
Total 101451302120:					46.67
08/31/2023	20230699	Horizon Commercial Pool Supply	WP Chemical	101-45130-2165	3,187.87

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101451302165:					3,187.87
08/31/2023	20230688	Bomgaars Supply	Parts & Supplies	101-45130-2170	87.98
Total 101451302170:					87.98
08/31/2023	20230683	A. H. Hermel Company	Concession supplies	101-45130-2500	513.55
08/31/2023	20230683	A. H. Hermel Company	WP Concessions	101-45130-2500	341.73
08/31/2023	159597	Hy-Vee Accounts Receivable	Birthday Cakes	101-45130-2500	24.99
08/31/2023	159597	Hy-Vee Accounts Receivable	WP Birthday Cake	101-45130-2500	24.99
08/31/2023	159597	Hy-Vee Accounts Receivable	Birthday Cake	101-45130-2500	24.99
Total 101451302500:					930.25
08/31/2023	159590	Consolidated Communications	Monthly Billing	101-45130-3200	217.55
Total 101451303200:					217.55
08/31/2023	159579	American Red Cross-Training Services	Lifeguard Certification	101-45130-3300	42.00
Total 101451303300:					42.00
08/31/2023	82331	Centerpoint Energy	Monthly Billing	101-45130-3800	3,234.38 M
Total 101451303800:					3,234.38
08/31/2023	20230688	Bomgaars Supply	Parts & Supplies	101-45130-4000	21.99
Total 101451304000:					21.99
08/31/2023	159582	Bryan Rock Products Inc.	Ballfield Top Dressing at TLCF	101-45180-4000	666.60
Total 101451804000:					666.60
08/31/2023	159617	Waseca County Highway Department	Monthly billing	101-45200-2120	1,887.94
Total 101452002120:					1,887.94
08/31/2023	20230685	Amazon	Ballfield Supplies	101-45200-2170	52.34
08/31/2023	159587	Cintas Corporation	First Aid Cabinet supplies - parks	101-45200-2170	70.94
08/31/2023	159596	Hillyard Inc/ Hutchinson	Park Restroom Supplies	101-45200-2170	294.55
08/31/2023	20230719	The Tessman Company	Turf Supplies	101-45200-2170	248.00
Total 101452002170:					665.83
08/31/2023	20230688	Bomgaars Supply	Parts & Supplies	101-45200-2210	19.48
Total 101452002210:					19.48
08/31/2023	20230688	Bomgaars Supply	Parts & Supplies	101-45200-2230	280.71
Total 101452002230:					280.71
08/31/2023	20230704	Jobs Plus Inc.	City Parks - July Jobs Plus	101-45200-3100	1,569.75
08/31/2023	20230707	Lenz Lawn Care & Landscaping Inc.	Irrigation Repairs	101-45200-3100	166.25

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Total 101452003100:					1,736.00	
08/31/2023	159590	Consolidated Communications	Monthly Billing	101-45200-3200	44.24	
Total 101452003200:					44.24	
08/31/2023	82331	Centerpoint Energy	Monthly Billing	101-45200-3800	51.47	M
08/31/2023	82331	Centerpoint Energy	Monthly Billing	101-45200-3800	16.80	M
Total 101452003800:					68.27	
08/31/2023	159609	Pumps, Motors & Bearings LLC	Irrigation Pump Replacement for NE Park	101-45200-4000	1,153.35	
Total 101452004000:					1,153.35	
08/31/2023	20230706	Kramer, Jason	Chain saw sharpening	101-45200-4040	67.00	
08/31/2023	159609	Pumps, Motors & Bearings LLC	Irrigation Pump Repair	101-45200-4040	139.39	
Total 101452004040:					206.39	
08/31/2023	20230716	Stoltz Cleaning Services LLC	Library Cleaning	101-45500-3100	250.00	
08/31/2023	20230716	Stoltz Cleaning Services LLC	Library Cleaning	101-45500-3100	250.00	
08/31/2023	20230716	Stoltz Cleaning Services LLC	Library Cleaning	101-45500-3100	250.00	
Total 101455003100:					750.00	
08/31/2023	82331	Centerpoint Energy	Monthly Billing	101-45500-3800	31.00	M
08/31/2023	159590	Consolidated Communications	Monthly Billing	101-45500-3800	68.52	
Total 101455003800:					99.52	
Total General Fund:					302,144.58	
Airport						
08/31/2023	159617	Waseca County Highway Department	Monthly billing	230-49810-2120	368.21	
08/31/2023	159617	Waseca County Highway Department	Monthly billing	230-49810-2120	30.00	
Total 230498102120:					398.21	
08/31/2023	159620	Xcel Energy	Airport electric service underground conversion - Xcel E	230-49810-3000	7,730.10	
Total 230498103000:					7,730.10	
08/31/2023	82330	CenturyLink	Airport Phone and Internet	230-49810-3200	112.19	M
08/31/2023	159590	Consolidated Communications	Monthly Billing	230-49810-3200	53.31	
08/31/2023	159590	Consolidated Communications	Monthly Billing	230-49810-3200	467.69	
Total 230498103200:					633.19	
08/31/2023	82331	Centerpoint Energy	Monthly Billing	230-49810-3800	24.16	M
08/31/2023	82327	Xcel Energy	Airport Electric	230-49810-3800	303.97	M
08/31/2023	82328	Xcel Energy	Airport Electric	230-49810-3800	246.94	M
Total 230498103800:					575.07	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
08/31/2023	159589	Clemons Property LLC	Repair terminal building entryway tile	230-49810-4000	285.00
08/31/2023	159593	Greener World Solutions LLC	T-hangar skylight replacement & repair	230-49810-4000	5,000.00
Total 230498104000:					5,285.00
Total Airport:					14,621.57
Hisorical Preservation					
08/31/2023	20230710	OnCell Systems Inc	Stqry - Software App Builder	255-46500-3100	4,890.00
Total 255465003100:					4,890.00
08/31/2023	159606	MN Historical Society	Membership	255-46500-4330	35.00
Total 255465004330:					35.00
Total Hisorical Preservation:					4,925.00
Tax Abatement Levy					
08/31/2023	159600	Kramer, John & Merila	First Half Tax Abatement	257-41950-4310	146.29
Total 257419504310:					146.29
Total Tax Abatement Levy:					146.29
Economic Development-General f					
08/31/2023	159594	Halcyon Business Publications Inc	Consultants conference	261-46700-3300	1,850.00
Total 261467003300:					1,850.00
Total Economic Development-General f:					1,850.00
Capital Improvement					
08/31/2023	159578	Allied Blacktop Co.	2023-03 Pay Request #1 - Final	430-43010-3102	91,160.47
Total 430430103102:					91,160.47
08/31/2023	20230694	Crane Creek Asphalt	Hot Mix	430-43010-3103	971.62
08/31/2023	20230694	Crane Creek Asphalt	Hot Mix	430-43010-3103	2,894.14
08/31/2023	159599	K OConnor LLC	Milling for street enhancements	430-43010-3103	12,450.00
08/31/2023	159616	W W Blacktopping Inc.	Tack oil	430-43010-3103	1,617.00
08/31/2023	159616	W W Blacktopping Inc.	Hot Mix	430-43010-3103	40,667.88
08/31/2023	159616	W W Blacktopping Inc.	Tack oil	430-43010-3103	1,512.50
08/31/2023	159616	W W Blacktopping Inc.	Hot Mix	430-43010-3103	21,943.68
Total 430430103103:					82,056.82
08/31/2023	20230717	Streamline Communications LLC	CLP Camera Hardware and Install	430-43010-5320	8,775.00
Total 430430105320:					8,775.00
08/31/2023	20230703	James Brothers Construction Inc.	Doodlebug Trail Materials	430-43010-5440	486.00
08/31/2023	159599	K OConnor LLC	Milling the Doodlebug trail	430-43010-5440	1,300.00
Total 430430105440:					1,786.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
08/31/2023	159603	M & W Blacktopping LLC	2023-02 Pay Request #2 - Final	430-43010-5560	52,799.43	
08/31/2023	20230719	The Tessman Company	Restoration for various capital improvement projects	430-43010-5560	457.30	
08/31/2023	159616	W W Blacktopping Inc.	Asphalt for City Hall west lot	430-43010-5560	3,107.64	
Total 430430105560:					56,364.37	
Total Capital Improvement:					240,142.66	
Water						
08/31/2023	82316	MN Sales and Use Tax Payable	July Sales tax payable	601-20210-0000	1,408.96	M
08/31/2023	82316	MN Sales and Use Tax Payable	June Double payment	601-20210-0000	1,340.54	M
Total 601202100000:					68.42	
08/31/2023	159605	Miller Homes	Reimbursement for SAC/WAC Fees	601-37175-0000	1,090.00	
Total 601371750000:					1,090.00	
08/31/2023	159595	Hawkins Inc	Conagra Well Chemicals	601-49401-2170	2,653.84	
08/31/2023	159595	Hawkins Inc	City Wells Chemicals	601-49401-2170	10,700.99	
08/31/2023	159595	Hawkins Inc	Demurrage	601-49401-2170	60.00	
Total 601494012170:					13,414.83	
08/31/2023	82331	Centerpoint Energy	Monthly Billing	601-49401-3800	16.80	M
08/31/2023	82329	Xcel Energy	Monthly Service	601-49401-3800	196.54	M
Total 601494013800:					213.34	
08/24/2023	82321	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 8/20/2023	601-49430-0000	436.33	M
08/24/2023	82321	ACH Internal Revenue Service	MEDICARE Pay Period: 8/20/2023	601-49430-0000	102.05	M
Total 601494300000:					538.38	
08/31/2023	159617	Waseca County Highway Department	Monthly billing	601-49430-2120	359.34	
Total 601494302120:					359.34	
08/31/2023	20230688	Bomgaars Supply	Parts & Supplies	601-49430-2170	3.49	
Total 601494302170:					3.49	
08/31/2023	20230688	Bomgaars Supply	Parts & Supplies	601-49430-2230	11.59	
08/31/2023	20230707	Lenz Lawn Care & Landscaping Inc.	Ditch repair from watermain break	601-49430-2230	6,349.25	
08/31/2023	20230722	Waseca Sand & Gravel Inc.	water main sand	601-49430-2230	1,310.00	
Total 601494302230:					7,670.84	
08/31/2023	159616	W W Blacktopping Inc.	Water Main Repair	601-49430-4000	1,000.08	
Total 601494304000:					1,000.08	
08/31/2023	20230702	Innovative Office Supply	Toner-Water	601-49585-2000	255.01	
Total 601495852000:					255.01	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
08/31/2023	159610	Quadient Leasing	Folding Machine	601-49585-3100	575.00	
Total 601495853100:					575.00	
08/31/2023	159590	Consolidated Communications	Monthly Billing	601-49585-3200	60.90	
08/31/2023	159614	U.S. Postal Service	Postage - September utility bills	601-49585-3200	545.62	
Total 601495853200:					606.52	
08/31/2023	20230712	Personalized Printing Inc.	Envelopes for utility bills	601-49585-3500	828.97	
Total 601495853500:					828.97	
08/31/2023	159588	City of Waseca	Summit AR	601-49585-4320	5.51	
Total 601495854320:					5.51	
08/31/2023	20230711	Pantheon Computer Systems Inc.	2023 Maintanance Agreement	601-49586-4950	945.94	
08/31/2023	20230711	Pantheon Computer Systems Inc.	2023 Maintanance Agreement	601-49586-4950	394.58	
Total 601495864950:					1,340.52	
08/31/2023	82315	MN Public Facilities Authority	2019 DW Principal	601-49980-6000	154,000.00	M
Total 601499806000:					154,000.00	
08/31/2023	82315	MN Public Facilities Authority	2019 DW Interest	601-49980-6100	8,925.00	M
Total 601499806100:					8,925.00	
Total Water:					190,895.25	
Sanitary Sewer						
08/31/2023	159605	Miller Homes	Reimbursement for SAC/WAC Fees	602-37275-0000	1,240.00	
Total 602372750000:					1,240.00	
08/31/2023	20230685	Amazon	new radio battery for portable(Carls)	602-49470-2170	35.69	
08/31/2023	20230720	USA Blue Book	Sewer Plugs	602-49470-2170	761.72	
Total 602494702170:					797.41	
08/31/2023	159590	Consolidated Communications	Monthly Billing	602-49470-3200	743.65	
Total 602494703200:					743.65	
08/31/2023	82331	Centerpoint Energy	Monthly Billing	602-49470-3800	21.37	M
08/31/2023	82331	Centerpoint Energy	Monthly Billing	602-49470-3800	31.00	M
Total 602494703800:					52.37	
08/31/2023	159617	Waseca County Highway Department	Monthly billing	602-49480-2120	221.75	
Total 602494802120:					221.75	
08/31/2023	20230687	Applied Specialties Inc	Polymer	602-49480-2170	6,406.40	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
08/31/2023	159595	Hawkins Inc	Chlorine & Sulfur	602-49480-2170	30.00
08/31/2023	159595	Hawkins Inc	Demurrage	602-49480-2170	30.00
08/31/2023	159595	Hawkins Inc	Chlorine & Sulfur	602-49480-2170	1,274.60
Total 602494802170:					7,741.00
08/31/2023	20230688	Bomgaars Supply	Parts & Supplies	602-49480-2180	119.98
Total 602494802180:					119.98
08/31/2023	20230715	Stantec Consulting Services Inc	WWTP Permit Implementation--Industrial Permits	602-49480-3000	1,453.50
08/31/2023	20230715	Stantec Consulting Services Inc	WWTP Permit Implementation--Industrial Permits	602-49480-3000	1,194.75
Total 602494803000:					2,648.25
08/31/2023	159585	Cintas Corp	Floor Mats	602-49480-3100	9.60
08/31/2023	159585	Cintas Corp	Floor Mats	602-49480-3100	9.60
08/31/2023	159587	Cintas Corporation	First Aid Cabinet supplies	602-49480-3100	109.26
08/31/2023	20230708	M & R Electric Inc.	electric controls	602-49480-3100	145.50
08/31/2023	20230709	Med Compass	Safety Testing	602-49480-3100	64.50
08/31/2023	20230724	Ziegler Inc	Generator Service	602-49480-3100	1,245.16
Total 602494803100:					1,583.62
08/31/2023	159590	Consolidated Communications	Monthly Billing	602-49480-3200	625.43
Total 602494803200:					625.43
08/31/2023	82331	Centerpoint Energy	Monthly Billing	602-49480-3800	288.71 M
08/31/2023	159612	SSI Crestmark MN Holding LLC	SolarPower	602-49480-3800	20,788.94
08/31/2023	159615	USS MN V MT LLC	Solar Power	602-49480-3800	4,400.44
Total 602494803800:					25,478.09
08/31/2023	159610	Quadient Leasing	Folding Machine	602-49585-3100	575.00
Total 602495853100:					575.00
08/31/2023	159590	Consolidated Communications	Monthly Billing	602-49585-3200	60.90
08/31/2023	159614	U.S. Postal Service	Postage - September utility bills	602-49585-3200	545.62
Total 602495853200:					606.52
08/31/2023	20230712	Personalized Printing Inc.	Envelopes for utility bills	602-49585-3500	828.97
Total 602495853500:					828.97
08/31/2023	159588	City of Waseca	Summit AR	602-49585-4320	10.57
Total 602495854320:					10.57
08/31/2023	20230711	Pantheon Computer Systems Inc.	2023 Maintanance Agreement	602-49586-4950	945.94
08/31/2023	20230711	Pantheon Computer Systems Inc.	2023 Maintanance Agreement	602-49586-4950	394.58
Total 602495864950:					1,340.52

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
08/31/2023	159613	Tech Sales Co.	Influent Sampler	602-49593-5400	11,539.00	
Total 602495935400:					11,539.00	
08/31/2023	82315	MN Public Facilities Authority	2009 CW Principal	602-49980-6000	504,000.00	M
08/31/2023	82315	MN Public Facilities Authority	2019 CW Principal	602-49980-6000	228,000.00	M
Total 602499806000:					732,000.00	
08/31/2023	82315	MN Public Facilities Authority	2009 CW Interest	602-49980-6100	50,162.57	M
08/31/2023	82315	MN Public Facilities Authority	2019 CW Interest	602-49980-6100	13,175.00	M
Total 602499806100:					63,337.57	
Total Sanitary Sewer:					851,489.70	
Electric Utility						
08/31/2023	82316	MN Sales and Use Tax Payable	July Sales tax payable	604-20210-0000	48,291.52	M
08/31/2023	82316	MN Sales and Use Tax Payable	June Double payment	604-20210-0000	41,841.91-	M
Total 604202100000:					6,449.61	
08/31/2023	82326	SMMPA	SMMPA Power	604-49550-3810	573,081.15	M
Total 604495503810:					573,081.15	
08/31/2023	159617	Waseca County Highway Department	Monthly billing	604-49571-2120	726.69	
Total 604495712120:					726.69	
08/31/2023	20230688	Bomgaars Supply	Parts & Supplies	604-49571-2170	59.97	
Total 604495712170:					59.97	
08/31/2023	20230685	Amazon	Cutter Batteries	604-49571-2400	237.45	
Total 604495712400:					237.45	
08/31/2023	20230716	Stoltz Cleaning Services LLC	Electric Garage Cleaning	604-49571-3100	20.00	
08/31/2023	20230716	Stoltz Cleaning Services LLC	Electric garage cleaning	604-49571-3100	20.00	
08/31/2023	20230716	Stoltz Cleaning Services LLC	Electric Garage cleaning	604-49571-3100	20.00	
Total 604495713100:					60.00	
08/31/2023	20230696	Ditch Witch of Minnesota	drill rig supplies	604-49573-4000	323.29	
Total 604495734000:					323.29	
08/31/2023	159610	Quadient Leasing	Folding Machine	604-49585-3100	575.00	
Total 604495853100:					575.00	
08/31/2023	159590	Consolidated Communications	Monthly Billing	604-49585-3200	60.90	
08/31/2023	159590	Consolidated Communications	Monthly Billing	604-49585-3200	54.23	
08/31/2023	159614	U.S. Postal Service	Postage - September utility bills	604-49585-3200	545.61	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 604495853200:					660.74
08/31/2023	20230712	Personalized Printing Inc.	Envelopes for utility bills	604-49585-3500	828.96
Total 604495853500:					828.96
08/31/2023	159588	City of Waseca	Summit AR	604-49585-4320	29.87
Total 604495854320:					29.87
08/31/2023	159611	Shred-it USA LLC	Monthly Service	604-49586-3100	22.51
Total 604495863100:					22.51
08/31/2023	20230711	Pantheon Computer Systems Inc.	2023 Maintanance Agreement	604-49586-4950	945.94
08/31/2023	20230711	Pantheon Computer Systems Inc.	2023 Maintanance Agreement	604-49586-4950	394.58
Total 604495864950:					1,340.52
08/31/2023	20230689	Border States Electric Supply	conversion supplies	604-49593-5300	3,265.42
Total 604495935300:					3,265.42
08/31/2023	159583	Cannon Technologies Inc/Eaton	Load Control SCADA Project	604-49593-5400	88,777.65
Total 604495935400:					88,777.65
Total Electric Utility:					676,438.83
Central Garage Services					
08/31/2023	20230701	IFACS	genral shop supplies	701-43180-2170	412.52
08/31/2023	20230701	IFACS	returned blades	701-43180-2170	156.75-
08/31/2023	20230701	IFACS	genral shop supplies	701-43180-2170	35.95
Total 701431802170:					291.72
08/31/2023	159581	Auto Value Waseca	Parts	701-43180-2210	284.63
08/31/2023	20230692	Christensen Tire Service	Mount and balance tires	701-43180-2210	211.20
08/31/2023	20230692	Christensen Tire Service	Mount tires on squad	701-43180-2210	213.28
08/31/2023	20230692	Christensen Tire Service	New tires #16	701-43180-2210	926.44
08/31/2023	20230692	Christensen Tire Service	Tire repair #2295	701-43180-2210	50.74
08/31/2023	159592	Dave Syverson Truck Centers	#25 airtank	701-43180-2210	349.99
08/31/2023	159592	Dave Syverson Truck Centers	#25 valve	701-43180-2210	71.39
08/31/2023	159592	Dave Syverson Truck Centers	Air Spring #25	701-43180-2210	60.06
08/31/2023	159598	John Deere Financial	exhaust manifold(airport jd)	701-43180-2210	728.37
08/31/2023	159598	John Deere Financial	Return-Wrong part	701-43180-2210	427.12-
08/31/2023	159598	John Deere Financial	Mower Blade for Airport mower	701-43180-2210	93.36
08/31/2023	159604	MacQueen Equipment Inc.	main broom bearing	701-43180-2210	311.23
08/31/2023	20230713	Sanco Equipment LLC	electrical repair	701-43180-2210	285.40
08/31/2023	20230723	Zarnoth Brush Works Inc.	Elgin sweeper broom	701-43180-2210	602.00
Total 701431802210:					3,760.97
08/31/2023	20230701	IFACS	3/8 bits for pool	701-43180-2400	209.19

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 701431802400:					209.19
Total Central Garage Services:					4,261.88
Worker's Compensation Insuranc					
08/31/2023	159602	League of MN Cities Insurance Trust	WC LMCIT	703-49956-1510	924.56
Total 703499561510:					924.56
Total Worker's Compensation Insuranc:					924.56
Equipment Replacement Fund					
08/31/2023	20230714	Smiths Mill Implement Inc.	New Disc Mower	705-49950-5400	9,400.00
Total 705499505400:					9,400.00
Total Equipment Replacement Fund:					9,400.00
Grand Totals:					2,297,240.32

Report Criteria:

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

Title:	Letter of Support for Vista Villa grant application		
Meeting Date:	September 5, 2023	Agenda Item Number:	6C
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> DISCUSSION	Supporting Documents:	Letter of Support
Originating Department:	Economic Development	Presented By:	Consent Agent
Approved By City Manager: <input type="checkbox"/>	Proposed Action: Move to authorize the Mayor to sign the Letter of Support for the Vista Villa Mobile Home Park grant application		
How does this item pertain to Vision 2030 goals?	Upleveling community assets		

BACKGROUND: Vista Villa was acquired by the Brakemeier Family in February 2020. Since the purchase, they have installed multiple electrical pedestals, removed 10 mobile homes that were in extremely poor condition, and have given every house a paved driveway. Within the last year, the Brakemeier Family has held community wide cleanup events and installed 6 new mobile homes adding to the housing inventory of Waseca. The Brakemeier Family is applying for a Manufactured Home Community Redevelopment Grant from the Minnesota Department of Housing for Vista Villa. This program is primarily meant as a way to fund Mobile Home Communities for infrastructural repairs.

The Brakemeier Family has asked the city for a letter in support of their grant application. The letter is attached.

BUDGET IMPACT: none

ALTERNATIVES CONSIDERED: none

RECOMMENDATION: Staff asks that City Council approve Mayor Zimmerman to sign the letter of support.



September 5, 2023

MN Housing
400 Wabasha Street North, Suite 400
St. Paul MN 55102

To Whom it May Concern:

The City of Waseca is happy to support the application for all remodeling and renovation proposed within Vista Villa Home Community. The Brakemeier Family have shared their proposed plans for the renovation, and it is our belief that these plans will help the mobile home park offer additional and much needed affordable housing options.

Earlier this year, the City showed its support for Vista Villa by approving the Planned Unit Development application. This cleared the way for a smoother regulatory process in order to accommodate the proposed plans for the renovation. We support Vista Villa Mobile Home Community in the application for the Minnesota Housing Grant.

If you have any questions about this letter of support, please do not hesitate to contact Tina Wilson, Economic Development Manager for the City of Waseca at (507) 835-9741 or tinaw@ci.waseca.mn.us.

Sincerely,

Randy L. Zimmerman,
Mayor, City of Waseca

Title:	FINAL PAYMENT FOR THE CITY PARKING LOT REHABILITATION PROJECT (CITY PROJECT NO. 2023-02)		
Meeting Date:	September 5, 2023	Agenda Item Number:	6D
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 Payment Certificate 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 City Parking Lot Rehabilitation Project (City Project No. 2023-03).		
How does this item pertain to Vision 2030 goals?	Creating high quality community assets		

BACKGROUND: The work on the City Parking Lot Rehabilitation Project (City Project 2023-02) 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 \$85,708.81 and the original contract amount was \$84,844.76. Final payment will be released after the contractor has provided all required project documentation.

BUDGET IMPACT: A total of \$175,000 was budgeted in streets capital for 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 City Parking Lot Rehabilitation Project (City Project No. 2023-02).

CONSTRUCTION CONTRACT PAYMENT REQUEST

DATE: SEPTEMBER 5, 2023

TO: Mayor & City Council
Carl Sonnenberg - City Manager

PROJECT NAME: CITY PARKING LOT REHABILITATION PROJECT

CITY PROJECT NO. 2023-02

PAYMENT REQUEST: NO. 2 - FINAL

PAYMENT PERIOD: JULY 22, 2023 TO AUGUST 9, 2023

CONTRACTOR: M&W BLACKTOPPING, LLC

CONTRACT

Original Contract sum: \$ 84,844.76

Change Orders

CHANGE ORDER NO. 1 \$ 864.05

Net change by change orders: \$ 864.05

Contract Sum to date: \$ 85,708.81

PAYMENT

Contract Sum to date: \$ 85,708.81

Total earned to date
(Includes Change Orders) \$ 85,708.81

Retainage: N/A \$ -

Total earned less retainage: \$ 85,708.81

Less previous payment requests: \$ 32,909.38

Payment due this request: \$ 52,799.43

% Contract completed to date: 100%

Amount remaining on contract: \$ -

Total Amount Due: \$ 52,799.43

Approved By:

 8-23-23
Contractor Date

 8-24-23
City Engineer Date

Director of Finance Date

City Manager Date

CERTIFICATE OF PAYMENT NO. 2 - FINAL**PAGE 1****CITY PARKING LOT REHABILITATION PROJECT, CITY OF WASECA**

CITY PROJECT NO. 2023-02

PAYMENT PERIOD: JULY 22, 2023 TO AUGUST 9, 2023

PAYMENT REQUEST NO. 2 - FINAL

ORIGINAL CONTRACT AMOUNT: \$84,844.76

PAYMENT DATE: SEPTEMBER 5, 2023

FINAL CONTRACT AMOUNT: \$85,708.81

CONTRACTOR:

M&W BLACKTOPPING, LLC

PO BOX 247

FARIBAULT, MN 55021

CONTRACT APPROVAL DATE: MARCH 21, 2023

CONTRACT COMPLETION DATE: JULY 28, 2023

(PROJECT COMPLETED AUGUST 9, 2023)

To the City Council of the City of Waseca, The following payment is requested in accordance with the plans, specifications, and conditions of the contract.

NO.	DESCRIPTION	UNITS	PLAN QUANTITIES	UNIT PRICES	CONTRACT AMOUNTS	QUANTITIES THIS PERIOD	AMOUNTS THIS PERIOD	TO DATE QUANTITIES	TO DATE AMOUNTS
1	MOBILIZATION	LS	1	\$4,000.00	\$ 4,000.00	0.5	\$ 2,000.00	1	\$ 4,000.00
2	REMOVE CURB & GUTTER	LF	206	\$15.00	\$ 3,090.00	48	\$ 720.00	210	\$ 3,150.00
3	BITUMINOUS PATCH (FULL DEPTH, 4" THICK)	SY	353	\$27.00	\$ 9,531.00	27	\$ 729.00	458	\$ 12,366.00
4	BITUMINOUS PATCH (PARTIAL DEPTH, 2" THICK)	SY	330	\$15.40	\$ 5,082.00	0	\$ -	280	\$ 4,312.00
5	BITUMINOUS PATCH TO MILLED SURFACE (2" THICK)	SY	150	\$15.40	\$ 2,310.00	217	\$ 3,341.80	217	\$ 3,341.80
6	MILL BITUMINOUS SURFACE (2" DEPTH)	SY	1,804	\$2.39	\$ 4,311.56	1,804	\$ 4,311.56	1,804	\$ 4,311.56
7	6" CONCRETE PAVEMENT	SY	60	\$86.35	\$ 5,181.00	0	\$ -	47	\$ 4,058.45
8	8" CONCRETE PAVEMENT	SY	71	\$106.70	\$ 7,575.70	60	\$ 6,402.00	85	\$ 9,069.50
9	DRILL & GROUT REINFORCEMENT BAR (EPOXY COATED)	EA	64	\$16.50	\$ 1,056.00	24	\$ 396.00	115	\$ 1,897.50
10	BITUMINOUS MATERIAL FOR TACK COAT	GAL	141	\$4.00	\$ 564.00	155	\$ 620.00	155	\$ 620.00
11	TYPE SP 9.5 WEARING COURSE MIXTURE (2;B) 2" THICK	SY	1,762	\$11.50	\$ 20,263.00	1,762	\$ 20,263.00	1,762	\$ 20,263.00
12	INSTALL CASTING ASSEMBLY (R-3238)	EA	1	\$1,000.00	\$ 1,000.00	0	\$ -	0	\$ -
13	ADJUST FRAME AND RING CASTING	EA	1	\$250.00	\$ 250.00	1	\$ 250.00	2	\$ 500.00
14	CONCRETE CURB & GUTTER DESIGN B618	LF	65	\$41.00	\$ 2,665.00	9	\$ 369.00	56	\$ 2,296.00
15	CONCRETE CURB & GUTTER DESIGN S314	LF	134	\$41.00	\$ 5,494.00	0	\$ -	88	\$ 3,608.00
16	FURNISH & INSTALL DUMPSTER SCREENING FENCE	LS	1	\$10,965.00	\$ 10,965.00	1	\$ 10,965.00	1	\$ 10,965.00
17	TRAFFIC CONTROL	LS	1	\$500.00	\$ 500.00	0.5	\$ 250.00	1	\$ 500.00
18	STORM DRAIN INLET PROTECTION	EA	2	\$250.00	\$ 500.00	0	\$ -	0	\$ -
19	4" WHITE STRIPE LATEX	LF	1,013	\$0.50	\$ 506.50	900	\$ 450.00	900	\$ 450.00
PROJECT TOTALS:					\$ 84,844.76		\$ 51,067.36		\$ 85,708.81

CITY OF WASECA CHANGE ORDER FORM

CHANGE ORDER NO. 1

CITY PROJECT #: 2023-02

PROJECT NAME: CITY PARKING LOT REHABILITATION

CONTRACTOR NAME AND ADDRESS: M&W BLACKTOPPING LLC, PO BOX 247, FARIBAULT, MN 55021

THIS CHANGE ORDER IS A CHANGE IN THE CONTRACT:

TIME		PRICE	
ORIGINAL CONTRACT TIME:	N/A	ORIGINAL CONTRACT AMOUNT:	\$ 84,844.76
PREVIOUS CONTRACT TIME CHANGES:	N/A	PREVIOUS CHANGE ORDER TOTAL:	\$ -
CONTRACT TIME OF THIS CHANGE ORDER:	N/A	AMOUNT OF THIS CHANGE ORDER:	\$ 864.05
REVISED CONTRACT TIME:	N/A	REVISED CONTRACT AMOUNT:	\$ 85,708.81

NO.	ITEM	UNIT	QUANTITY ADJUSTMENT	UNIT PRICE	TOTALS
2	REMOVE CURB & GUTTER	LF	4	\$ 15.00	\$ 60.00
3	BITUMINOUS PATCH (FULL DEPTH, 4" THICK)	SY	105	\$ 27.00	\$ 2,835.00
4	BITUMINOUS PATCH (PARTIAL DEPTH, 2" THICK)	SY	-50	\$ 15.40	\$ (770.00)
5	BITUMINOUS PATCH TO MILLED SURFACE (2" THICK)	SY	67	\$ 15.40	\$ 1,031.80
7	6" CONCRETE PAVEMENT	SY	-13	\$ 86.35	\$ (1,122.55)
8	8" CONCRETE PAVEMENT	SY	14	\$ 106.70	\$ 1,493.80
9	DRILL & GROUT REINFORCEMENT BAR (EPOXY COATED)	EA	51	\$ 16.50	\$ 841.50
10	BITUMINOUS MATERIAL FOR TACK COAT	GAL	14	\$ 4.00	\$ 56.00
12	INSTALL CASTING ASSEMBLY (R-3238)	EA	-1	\$ 1,000.00	\$ (1,000.00)
13	ADJUST FRAME & RING CASTING	EA	1	\$ 250.00	\$ 250.00
14	CONCRETE CURB & GUTTER DESIGN B618	LF	-9	\$ 41.00	\$ (369.00)
15	CONCRETE CURB & GUTTER DESIGN S314	LF	-46	\$ 41.00	\$ (1,886.00)
18	STORM DRAIN INLET PROTECTION	EA	-2	\$ 250.00	\$ (500.00)
19	4" WHITE STRIPE LATEX	LF	-113	\$ 0.50	\$ (56.50)

CHANGE ORDER TOTAL: \$ 864.05

THE JUSTIFICATION FOR THIS CHANGE ORDER IS:

This Change Order tabulates the cost adjustment between plan quantities and final project quantities.

Nathan Willey

CITY OF WASECA REPRESENTATIVE

Nathan Willey

SIGNATURE

8-24-23

DATE

Dan Lemke

CONTRACTOR REPRESENTATIVE

Dan Lemke

SIGNATURE

8-23-23

DATE

Title:	FINAL PAYMENT FOR THE 2022 CRACK SEAL/SEAL COAT PROJECT (CITY PROJECT NO. 2023-03)		
Meeting Date:	September 5, 2023	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. 1 – Final Payment Certificate No. 1 - 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. 1 - Final for the 2023 Crack Seal/Seal Coat Project (City Project No. 2023-03).		
How does this item pertain to Vision 2030 goals?	Creating high quality community assets		

BACKGROUND: The work on the 2023 Crack Seal/Seal Coat Project (City Project 2023-03) 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 \$91,160.47 and the original contract amount was \$101,307.07. The contractor has provided all required project documentation.

BUDGET IMPACT: A total of \$100,000 was budgeted in streets capital for 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. 1 - Final for the 2023 Crack Seal/Seal Coat Project (City Project No. 2023-03).

CONSTRUCTION CONTRACT PAYMENT REQUEST

DATE: SEPTEMBER 5, 2023

TO: Mayor & City Council
Carl Sonnenberg - City Manager

PROJECT NAME: 2023 CRACK SEAL/SEAL COAT PROJECT

CITY PROJECT NO. 2023-03

PAYMENT REQUEST: NO. 1 - FINAL

PAYMENT PERIOD: AUGUST 9-23, 2023

CONTRACTOR: ALLIED BLACKTOP CO.

CONTRACT

Original Contract sum: \$ 101,307.07

Change Orders

Change Order No. 1 \$ (10,146.60)

Net change by change orders: \$ (10,146.60)

Contract Sum to date: \$ 91,160.47

PAYMENT

Contract Sum to date: \$ 91,160.47

Total earned to date
(Includes Change Orders) \$ 91,160.47

Retainage: N/A \$ -

Total earned less retainage: \$ 91,160.47

Less previous payment requests: \$ -

Payment due this request: \$ 91,160.47

% Contract completed to date: 100%

Amount remaining on contract: \$ -

Total Amount Due: \$ 91,160.47

Approved By:

Peter M. Capistrant 8/25/2023
Contractor Date
Peter M Capistrant, President

Nathan Willey 8-25-23
City Engineer Date

Director of Finance Date

City Manager Date

CERTIFICATE OF PAYMENT NO. 1 - FINAL**PAGE 1**

2023 CRACK SEAL/SEAL COAT PROJECT, CITY OF WASECA

CITY PROJECT NO. 2023-03

PAYMENT PERIOD: AUGUST 9-23, 2023

PAYMENT REQUEST NO. 1 - FINAL

ORIGINAL CONTRACT AMOUNT: \$101,307.07

PAYMENT DATE: SEPTEMBER 5, 2023

FINAL CONTRACT AMOUNT: \$91,160.47

CONTRACTOR:

CONTRACT APPROVAL DATE: APRIL 18, 2023

ALLIED BLACKTOP CO.

CONTRACT FINAL COMPLETION DATE: SEPTEMBER 8, 2023

10503 89TH AVE NORTH

MAPLE GROVE, MN 55369

(PROJECT WAS COMPLETED ON AUGUST 23, 2023)

To the City Council of the City of Waseca: The following payment is requested in accordance with the plans, specifications, and conditions of the contract.

ITEM NO.	ITEM DESCRIPTIONS	UNITS	CONTRACT QUANTITIES	UNIT PRICES	CONTRACT AMOUNTS	QUANTITIES THIS PERIOD	AMOUNTS THIS PERIOD	TO DATE QUANTITIES	TO DATE AMOUNTS
STREETS									
1	BITUMINOUS PAVEMENT CRACK TREATMENT	LB	7,927	\$2.40	\$ 19,024.80	4,072	\$ 9,772.80	4,072	\$ 9,772.80
2	BITUMINOUS MATERIAL FOR SEAL COAT (CRS-2)	GAL	9,513	\$2.25	\$ 21,404.25	8,478	\$ 19,075.50	8,478	\$ 19,075.50
3	BITUMINOUS SEAL COAT	SY	31,709	\$1.08	\$ 34,245.72	31,709	\$ 34,245.72	31,709	\$ 34,245.72
PARKING LOTS									
1	BITUMINOUS PAVEMENT CRACK TREATMENT	LB	1,264	\$2.75	\$ 3,476.00	1,774	\$ 4,878.50	1,774	\$ 4,878.50
2	BITUMINOUS MATERIAL FOR SEAL COAT (CRS-2)	GAL	3,054	\$2.25	\$ 6,871.50	2,795	\$ 6,288.75	2,795	\$ 6,288.75
3	BITUMINOUS SEAL COAT	SY	10,178	\$1.60	\$ 16,284.80	10,562	\$ 16,899.20	10,562	\$ 16,899.20
PROJECT TOTALS:					\$ 101,307.07		\$ 91,160.47		\$ 91,160.47

CITY OF WASECA CHANGE ORDER FORM

CHANGE ORDER NO. 1

CITY PROJECT #: 2023-03

PROJECT NAME: 2023 CRACK SEAL/SEAL COAT PROJECT

CONTRACTOR NAME & ADDRESS: ALLIED BLACKTOP CO., 10503 89TH AVE NORTH, MAPLE GROVE, MN 55369

THIS CHANGE ORDER IS A CHANGE IN THE CONTRACT:

TIME		PRICE	
ORIGINAL CONTRACT TIME:	N/A	ORIGINAL CONTRACT AMOUNT:	\$ 101,307.07
PREVIOUS CONTRACT TIME CHANGES:	N/A	PREVIOUS CHANGE ORDER TOTAL:	\$ -
CONTRACT TIME OF THIS CHANGE ORDER:	N/A	AMOUNT OF THIS CHANGE ORDER:	\$ (10,146.60)
REVISED CONTRACT TIME:	N/A	REVISED CONTRACT AMOUNT:	\$ 91,160.47

NO.	ITEM DESCRIPTIONS	UNITS	QANTITY	UNIT PRICES	TOTALS
STREETS					
1	BITUMINOUS PAVEMENT CRACK TREATMENT-ROADWAYS	LB	-3855	\$ 2.40	\$ (9,252.00)
2	BITUMINOUS MATERIAL FOR SEAL COAT (CRS-2)	GAL	-1,035	\$ 2.25	\$ (2,328.75)
PARKING LOTS					
1	BITUMINOUS PAVEMENT CRACK TREATMENT-PARKING LOT	LB	510	\$ 2.75	\$ 1,402.50
2	BITUMINOUS MATERIAL FOR SEAL COAT (CRS-2)	GAL	-259	\$ 2.25	\$ (582.75)
3	BITUMINOUS SEAL COAT	SY	384	\$ 1.60	\$ 614.40
CHANGE ORDER TOTAL:					\$ (10,146.60)

THE JUSTIFICATION FOR THIS CHANGE ORDER IS:

This Change Order tabulates the cost adjustment between plan quantities and final project quantities.

Nathan Willey
CITY OF WASECA REPRESENTATIVE

Peter M Capistrant, President
CONTRACTOR REPRESENTATIVE

Nathan Willey
SIGNATURE

Peter M. Capistrant
SIGNATURE

8-25-23
DATE

8/25/2023
DATE

Title:	AUTHORIZE THE DIRECTOR OF ENGINEERING TO EXECUTE THE FEDERAL GRANTS FOR THE 4-UNIT HANGAR PROJECT (CITY PROJECT NO. 2021-19)		
Meeting Date:	September 5, 2023	Agenda Item Number:	6F
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Federal AIP grant agreement
Originating Department:	Engineering	Presented By:	Consent Agenda
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion authorizing the Director of Engineering to execute the federal grants for the 4-Unit Hanger Project (City Project No. 2021-19).		
How does this item pertain to Vision 2030 goals?	Creating high quality community assets		

BACKGROUND: Staff has received one of the two total Federal grant agreements necessary for construction of the 4-Unit Hangar Project (City Project 2021-19) at the Waseca Municipal Airport. These grants will authorize the use of Airport Entitlement and Bipartisan Infrastructure Law (BIL) funds and require authorized sponsor signatures. Therefore, as the City's Airport liaison, the Director of Engineering can be authorized to execute these grants.

After the Federal grants are approved, two additional State companion grants will be released and presented for authorization at a future City Council meeting.

The following City Council actions were previously approved for this project on April 18, 2023:

1. Conditional award of a construction contract to APX Construction Group LLC contingent on receipt of the Federal and State grants
2. Authorization of a \$99,300 construction engineering contract with TKDA, the City's airport consultant
3. Authorization of a \$400,000 entitlement transfer from the City of Winona to be paid back with future City of Waseca Airport Entitlement funds

BUDGET IMPACT: If authorized, up to \$1,380,612 in Federal Airport Entitlement and BIL grant funding will be available for the hangar project.

RECOMMENDATION: Staff recommends the Waseca City Council authorize the Director of Engineering to execute the Federal grants for the 4-Unit Hangar Project (City Project No. 2021-19).



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Great Lakes Region
Minnesota, North Dakota, South Dakota

Dakota/Minnesota Airports
District Office
6020 28th Ave S, Ste 102
Minneapolis, MN 55450-
2700

August 21, 2023

Mr. Nate Willey
City Engineer
City of Waseca
508 So. State St
Waseca, MN 56093

Dear Mr. Willey:

The Grant Offer for Airport Improvement Program (AIP) Project No. **3-27-0109-018-2023** at Waseca Municipal/Maynard Richard Stensrud Field Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 16, 2023.**
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

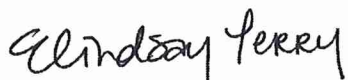
Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Ben Garrow, (612) 253-4610, Benjamin.A.Garrow@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



E. Lindsay Terry
Manager



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM

FY 2023 Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date August 21, 2023

Airport/Planning Area Waseca Municipal/Maynard Richard Stensrud Field Airport

FY2023 AIP Grant Number 3-27-0109-018-2023

Unique Entity Identifier MZFLS3U7M2W7

TO: City of Waseca
(herein called the "Sponsor")
Channeled through the State of Minnesota

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated August 4, 2023, for a grant of Federal funds for a project at or associated with the Waseca Municipal/Maynard Richard Stensrud Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Waseca Municipal/Maynard Richard Stensrud Field Airport (herein called the "Project") consisting of the following:

Construct/Modify/Improve/Rehabilitate Hangar

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated

Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$1,076,877.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 0 for planning;

\$ 1,076,877 airport development or noise program implementation; and,

\$ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **September 16, 2023**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement,

order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –

- i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
 - 1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
 - 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 - 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
 - 1. “Employee” means either:

- i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- 2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
- 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
- 23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated 9/24/2020, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
- 25. **Employee Protection from Reprisal.**
 - a. Prohibition of Reprisals
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or

- v. A violation of law, rule, or regulation related to a Federal grant.
- 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
 - 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
 - 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
- 26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
- 27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

SPECIAL CONDITIONS

28. **Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA as prescribed by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project, if applicable. Airport Sponsors Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an airport layout plan in accordance with 49 U.S.C. § 47107(a)(16).

29. **Environmental.** The environmental approval for this project was issued on 2/28/2022. This project includes the following mitigation measures:

Materials and equipment will be stored in upland areas. Work is taking place entirely in prior disturbed areas within airport property. BMP will be utilized to reduce and minimize stormwater pollution. Disturbed areas will be re-seeded in native vegetation according to MnDOT specifications and BMPs will be maintained until final site stabilization is achieved.

The Sponsor understands and agrees to complete the above-listed mitigation measures to standards satisfactory to the FAA. It is further mutually agreed that the reasonable cost of completing these mitigation measures is an allowable cost within the scope of this project.

30. **Plans and Specifications Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA's approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:

- a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;
- b. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and
- c. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this Grant.

31. **Revenue Producing Project.** The Sponsor agrees and understands that the Sponsor has certified to the FAA that it has made adequate provisions for financing its airside needs. Further, the Sponsor agrees it will not seek AIP discretionary grant funds for the airside needs of the airport for the two fiscal years following the fiscal year in which this Grant is issued. All revenue generated by this project must be used for the operation and maintenance of the Airport in accordance with the Grant Assurances, 49 U.S.C. § 47133, and FAA's Policy and Procedures Concerning the Use of Airport Revenue (64 FR 7696, as amended).

32. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

E. Lindsay Terry
(Signature)

E. Lindsay Terry
(Typed Name)

Manager, FAA-DMA-ADO
(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated _____

City of Waseca

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Minnesota. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the

duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹

- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such

performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of

residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security

equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere

with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the

providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all

revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 - 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**City of Waseca**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

- e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport

purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of August 4, 2023.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: City of Waseca

Airport: Waseca Municipal Airport

Project Number: 3-27-0109-018-2023

Description of Work: Construction of a 4 Unit T-Hangar. This grant funds approximately 78% of the total project. The remaining 22% will be funded by an AIG Companion Grant.

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

☐ Yes ☐ No ☐ N/A

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☐ Yes ☐ No ☐ N/A

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☐ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official:

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: City of Waseca

Airport: Waseca Municipal Airport

Project Number: 3-27-0109-018-2023

Description of Work: Construction of a 4 Unit T-Hangar. This grant funds approximately 78% of the total project. The remaining 22% will be funded by an AIG Companion Grant.

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgment and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
☐ Yes ☐ No ☐ N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2).☐ Yes ☐ No ☐ N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
☐ Yes ☐ No ☐ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
- ☐ Yes ☐ No ☐ N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
- ☐ Yes ☐ No ☐ N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- ☐ Yes ☐ No ☐ N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
- ☐ Yes ☐ No ☐ N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR § 26.55).
- ☐ Yes ☐ No ☐ N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- ☐ Yes ☐ No ☐ N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
- ☐ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☐ Yes ☐ No ☐ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38)

☐ Yes ☐ No ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☐ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official:

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Waseca

Airport: Waseca Municipal Airport

Project Number: 3-27-0109-018-2023

Description of Work: Construction of a 4 Unit T-Hangar. This grant funds approximately 78% of the total project. The remaining 22% will be funded by an AIG Companion Grant.

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
☐ Yes ☐ No ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
☐ Yes ☐ No ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
☐ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
- ☐ Yes ☐ No ☐ N/A
5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
- b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- ☐ Yes ☐ No ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- ☐ Yes ☐ No ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
- ☐ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
- b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- ☐ Yes ☐ No ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR §200.323).
- ☐ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR §200.302).
- ☐ Yes ☐ No ☐ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
- ☐ Yes ☐ No ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- ☐ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

☐ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☐ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official:

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Waseca

Airport: Waseca Municipal Airport

Project Number: 3-27-0109-018-2023

Description of Work: Construction of a 4 Unit T-Hangar. This grant funds approximately 78% of the total project. The remaining 22% will be funded by an AIG Companion Grant.

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☐ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The sponsor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☐ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☐ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☐ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☐ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☐ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☐ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location:

Address:

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official:

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: City of Waseca

Airport: Waseca Municipal Airport

Project Number: 3-27-0109-018-2023

Description of Work: Construction of a 4 Unit T-Hangar. This grant funds approximately 78% of the total project. The remaining 22% will be funded by an AIG Companion Grant.

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

☐ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
- ☐ Yes ☐ No ☐ N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
- ☐ Yes ☐ No ☐ N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
 - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
 - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- ☐ Yes ☐ No ☐ N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
 - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
 - c. Publicly opened at a time and place prescribed in the invitation for bids; and
 - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- ☐ Yes ☐ No ☐ N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
 - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
 - c. Listing of evaluation factors along with relative importance of the factors.
- ☐ Yes ☐ No ☐ N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
- ☐ Yes ☐ No ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

☐ Yes ☐ No ☐ N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, etseq)
- e. Occupational Safety and Health Act requirements (20 CFR part1920)
- f. Seismic Safety – building construction (49 CFR part41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

☐ Yes ☐ No ☐ N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part5)
- b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)

☐ Yes ☐ No ☐ N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

☐ Yes ☐ No ☐ N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

☐ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

☐ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$150,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR § 200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

☐ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official:

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: City of Waseca

Airport: Waseca Municipal Airport

Project Number: 3-27-0109-018-2023

Description of Work: Construction of a 4 Unit T-Hangar. This grant funds approximately 78% of the total project. The remaining 22% will be funded by an AIG Companion Grant.

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).
☐ Yes ☐ No ☐ N/A
2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).
☐ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC §47107).
- ☐ Yes ☐ No ☐ N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
- ☐ Yes ☐ No ☐ N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
- ☐ Yes ☐ No ☐ N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
- ☐ Yes ☐ No ☐ N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
- ☐ Yes ☐ No ☐ N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
- ☐ Yes ☐ No ☐ N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
- ☐ Yes ☐ No ☐ N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
- ☐ Yes ☐ No ☐ N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
- ☐ Yes ☐ No ☐ N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
- ☐ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☐ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☐ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☐ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☐ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official:

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department of Transportation
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 8/31/2019

Title:	Temporary extension of brewer licenses premises at Ward House Brewery for Oktoberfest special event		
Meeting Date:	August 15, 2023	Agenda Item Number:	6G
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:	License Extension Request Letter
Originating Department:	Administration	Presented By:	Consent Agenda
Approved by City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion granting Temporary extension of brewer license premises at Ward House Brewery for Oktoberfest special event		
How does this item pertain to Vision 2030 goals?	Good Governance		

BACKGROUND: The City has received a request from Ward House Brewery for a temporary extension of the licensed premises for a two-day outdoor event extending to the parking lot on September 29, and 30th, 2023.

The City has a certificate of insurance for liquor liability insurance coverage on file from Ward House Brewery.

RECOMMENDATION: Staff recommends a motion Granting Temporary Extension of the Licensed Premises to Ward House Brewery for a two-evening outdoor event on September 29th and 30th, 2023.

8-10-23

To whom it concerns,

Ward House Brewery is requesting permission to serve Beer in our parking lot on Sept 29 & 30, 2023 for an Oktoberfest Celebration. It will be from noon to 10 pm on both days. There will be a portapotty & tent on premise.

Thank You,

A handwritten signature in black ink, appearing to read "John F. F." with a stylized, overlapping flourish.

Title:	Resolution No. 23-39 – Set hearing for adoption of miscellaneous assessment roll 23-99		
Meeting Date:	September 5, 2023	Agenda Item Number:	6H
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:	Resolution 23-39 Misc. Assessment Roll #23-99
Originating Department:	Finance	Presented By:	Finance Director
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Adopt Resolution No. 23-39 – Set meeting for adoption of proposed miscellaneous assessment roll 23-99		
How does this item pertain to Vision 2030 goals?	Good Governance		

BACKGROUND:

This set meeting/hearing is for our miscellaneous assessments that we have throughout the year. These assessments are for unpaid bills issued by the City to various property owners for services and fees. The hearing is to adopt the assessment roll #23-99. The notice of the hearing will be published and parcel specific information along with a copy of the notice was sent to each property owner on roll #23-99 in accordance with requirements of Chapter 429 of State Statute.

BUDGET IMPACT:

This will have no impact on the budget since these are amounts previously owed. However, should the taxes become delinquent or uncollectible at that point the expected revenue will be unattainable.

RECOMMENDATION:

Staff recommends adoption of Resolution No. 23-39, a resolution to set a hearing to adopting Special Assessment Roll #23-99 and authorizing transmittal of the roll to the County to be included on the parcel taxes for 2024.

RESOLUTION NO. 23-39

**A RESOLUTION OF THE WASECA CITY COUNCIL
ON PROPOSED ASSESSMENTS**

WHEREAS, the City has proposed assessments for the cost of miscellaneous city services and fees as follows:

Assessment Roll # 23-99 – MISCELLANEOUS ASSESSMENTS - Collection of unpaid services and fees.

AND, WHEREAS, the City staff has notified the City Council that the proposed assessments have been completed and filed in the Finance office for public inspection.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Waseca,

1. A hearing shall be held on the 3rd day of October 2023, in the City Hall at 7:00 p.m. to pass upon such proposed assessments and at such time and place all persons owning property affected by such services shall be given an opportunity to be heard with reference to such assessments.
2. The Finance Director is hereby directed to cause notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing and also cause mailed notice to be given to the owner of each parcel described in the assessment roll.
3. The owner of any property so assessed may, at any time prior to the certification of the assessment to the County Auditor, pay the whole amount of the assessment on such property with interest accrued to the date of payment at the rate of four percent (4.0%) to the Finance Director, except that no interest shall be charged if the entire assessment is paid within fourteen (14) days from the adoption of the assessment. A \$25 administrative charge will be added to the amount certified to the County Auditor. The property owner may at any time, thereafter, pay the County Auditor the entire amount of the assessment remaining unpaid with interest accrued.

Adopted this 5th day of September 2023.

Randy L Zimmerman
MAYOR

ATTEST:

JULIA HALL
CITY CLERK

Title:	Market Place Early Access Agreement		
Meeting Date:	September 5, 2023	Agenda Item Number:	6 I-1
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:	Attached Agreement
Originating Department:	Administration	Presented By:	Consent Agenda
Approved By City Manager: <input checked="" type="checkbox"/>			
How does this item pertain to Vision 2030 goals?	Developing community assets		

BACKGROUND: The City Council authorized the City Manager to sign an early access agreement with Waseca Real Estate Fund (WREF) this past February. This means that WREF has had exclusive rights to research their development ideas for the past six months.

BUDGET IMPACT: None

ALTERNATIVES CONSIDERED: WREF would like to extend their exclusive access agreement for an additional six months, from August 21 to February 21, 2024. City staff are working with our financial advisor, Northland Securities, and WREF to develop a tax increment funding option for a proposed apartment complex.

I have asked for, and with WREF's agreement, that the city be able to haul snow to the Market Place site through the winter. This clause will be added to the agreement.

RECOMMENDATION: City Council authorizes the City Manager to extend the Early Access Agreement to February 21, 2024.

	<ul style="list-style-type: none">• Land use and zoning review <p>Based on the results of the above, the Developer would bring forward a purchase agreement and potential financing options to the City for the Site by the end of the six months.</p>
ACCESS	Developer is authorized by the City to execute an Investigative or Early Access Agreement with the City for purposes of obtaining temporary access to that portion of the Site, for purposes of conducting investigations and studies into the feasibility of the proposed development on the property. Such investigations and studies shall be conducted at the developer's expense in accordance with the terms of the City's standard Early Access Agreement and may include, but need not be limited to, environmental testing and survey work.
EXCLUSIVITY	During the six-month period commencing on the signed date from the City, the City will not market the site or entertain other offers from other interested parties.
REPRESENTATION	Developer and City represent that neither party is represented by a broker related to this transaction.
DATA PRACTICES	Developer understands and acknowledges that the City is subject to and will follow the requirements of the Minnesota Government Data Practices Act (Minn. Stat. Ch. 13) and Open Meeting Law (Minn. Stat. Ch. 13D) with respect to its treatment of this document and any future negotiations regarding the Property.
NO CONTRACT	This letter constitutes a summary of terms and does not obligate either party to enter into a purchase agreement for the Site. The only binding part of this agreement is the Exclusivity clause above that the City would not market the property or entertain other offers in the six-month time period.

We look forward to working with the City on this project!

WASECA REAL ESTATE FUND LP

CITY OF WASECA

February 16, 2023

Mr. Carl Sonnenberg
City Manager
City of Waseca
508 South State St.
Waseca, MN 56093

Exclusive Negotiating Agreement – Marketplace Site Development

Mr. Sonnenberg,

Waseca Community Real Estate Fund has enjoyed our discussions with the City of Waseca regarding the development of the City owned Marketplace site. Below is a summary of proposed structure for working with the City to develop the Marketplace site:

DEVELOPER	Waseca Real Estate Fund LP ("Developer") <ul style="list-style-type: none">• See attached for additional information
OWNER	City of Waseca ("City")
SITE	Marketplace Site (approximately 4.8 acres combined) PID: 174400010 <ul style="list-style-type: none">• MARKET PLACE SUBDIVISION LOT-001 BLOCK-001 PID: 174400020 <ul style="list-style-type: none">• MARKET PLACE SUBDIVISION LOT-002 BLOCK-001 PID: 174400030 <ul style="list-style-type: none">• MARKET PLACE SUBDIVISION LOT-003 BLOCK-001
PROJECT & TIMELINE	<p>Our team envisions a mixed-use development on the site that would include multifamily housing, commercial and lodging. We would work with our design and development team along with City staff to put together overall development plan over the next six-months.</p> <p>Deliverables from our team during this time would be:</p> <ul style="list-style-type: none">• Environmental, civils, and engineering review• Site layout concepts for development for the entire site• Market and feasibility studies• Proforma development for the development• Financing options for development• Stormwater management review

Waseca Community Real Estate Fund

527 Professional Drive
Northfield, MN 55057
Phone: 507.646.4040

Madison Murphy

Madison Murphy (Feb 21, 2023 17:40 CST)

Madison Murphy, General Partner

Date: Feb 21, 2023

Carl Sonnenberg

Carl Sonnenberg, City Manager

Date: 2.21.23

**EARLY ACCESS AGREEMENT
CITY OF WASECA**

This Agreement is made and entered into this [16] day of [March], 2023, by and between [1868 Investments LLC], a [LLC in Minnesota] ("Developer"), and the City of Waseca ("Owner"); (collectively, the "parties").

WHEREAS, Owner is the owner of approximately [4.8] acres of real property described and depicted on Exhibit A attached hereto (the "Property");

WHEREAS, Developer has submitted a preliminary proposal to the City for development of the Property, and the City is willing to allow the Developer temporary access to the Property for the purposes of conducting investigations and studies into the feasibility of the proposed development of the Property; and

WHEREAS, the parties desire to enter into this agreement for the purpose of allowing the Developer and City to continue to evaluate the feasibility and possibility of the Developer's proposed development being further pursued.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Permission to Enter Property and Conduct Investigations. Developer and its contractors and other agents shall have permission, at Developer's sole expense, to enter the Property to conduct surveys, environmental site assessments, soil investigations (including but not limited to soil borings), and other similar studies or investigations on the Property. Nothing herein shall permit Developer to perform any invasive or destructive investigatory work in any paved portions of any public rights-of-way adjoining the Property.

2. Term of Access. Developer and its contractors and other agents shall have permission to enter the Property and conduct investigations of the Property under this Agreement commencing on the date of this Agreement and for a period of [180] days thereafter (the "Term").

3. Hold Harmless and Indemnification. Developer shall indemnify, protect, save, hold harmless and insure Owner, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages, including expenses, reasonable attorneys' fees, and costs of alternative dispute resolution, which may arise out of or be caused by Developer or its agents, employees, contractors, with respect to Developer's use of or presence on the Property. Developer shall defend Owner against the foregoing, or litigation in connection with the foregoing, at Developer's expense, with counsel reasonably acceptable to Owner. Owner, at its expense, shall have the right to participate in the defense of any claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of Owner. All indemnification obligations

shall survive termination of this Agreement, provided that the incident giving rise to the indemnification obligation must have occurred during the term of this Agreement.

4. Insurance. At all times throughout the term of this Agreement, Developer shall maintain at a minimum the following insurance coverage from financially solvent insurance carriers approved by the City:

- a. Statutory worker's compensation coverage;
- b. Commercial General Liability Insurance - \$2,000,000 combined single limit, written on an occurrence basis, insuring Developer against claims for bodily injury, death or property damage arising out of its general business activities (including automobile or vehicle use), and including endorsements to include contractual liability;
- c. Any other insurance coverages required by state or federal laws or regulations applicable to Developer.

Developer must cause certificate(s) of insurance evidencing the required coverages to be provided to the City Clerk on or prior to the effective date. The issuer of the certificate of insurance must provide the City ten days' written notice, by certified mail, prior to cancellation, non-renewal, or material change in the insurance policy(ies).

All insurance required by this Agreement must be primary insurance and not in excess of or contributing with other insurance which Developer or its designee may carry. All policies, excluding worker's compensation policies, must name the City as an additional insured. The applicable insurance policies required by this Agreement, must apply separately to City as if separate policies had been issued to Developer and the City.

5. Waiver and Assumption of Risk. Developer knows, understands, and acknowledges the risks and hazards associated with using the Property for the purposes permitted herein and hereby assumes any and all risks and hazards associated therewith. Developer hereby assumes liability, and agrees to be fully and exclusively responsible, for the safety of the persons and property of all of Developer's agents, representatives, participants, volunteers, guests and invitees while using the Property or the improvements thereon or performing maintenance thereon or otherwise present on the Property as a result of this Agreement. Developer hereby irrevocably waives any and all claims against the Owner or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by the Developer or any person present on the Property pursuant to this Agreement and hereby irrevocably releases and discharges the Owner and any of its officials, employees or agents from any and all such claims of liability related in any way to the Property or the Owner's maintenance, repair or other work conducted within the Property by the Developer or Owner or any other third party. The Owner shall have no liability to the Developer or Developer's agents, representatives, participants, volunteers, guests and invitees for personal injury or damage to property, including motor vehicles, occurring at or about the Property during any hours of use by the Developer.


6. Restoration of Property. Developer agrees to restore, or have its contractors and other agents restore, any land affected by any borings on the Property and after Developer's investigation of the Property is complete. Developer and Owner agree that Developer's obligation to restore the Property shall be limited to returning the land affected to the grade existing before the investigations and borings were conducted.

7. Non-Exclusive. The permissions granted the Developer under this Agreement, including but not limited to the permission to access the Property, are non-exclusive in nature.

8. Miscellaneous. This Agreement shall be deemed to have been made in the County of Waseca, Minnesota and governed by the laws of the State of Minnesota. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in two or more counterparts, all of which, taken together, shall be deemed to be one and the same document. Facsimile and e-mailed signatures shall be deemed to be originals; provided, however, that upon request of any party an original signed counterpart shall be transmitted to the requesting party by return mail.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

DEVELOPER:

By: 
Name: Madison Murphy
Title: General Partner

OWNER:

CITY OF WASECA

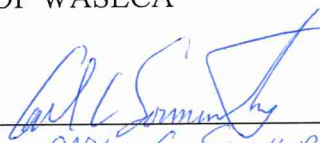
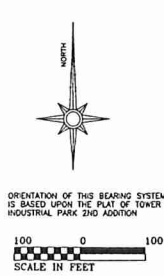
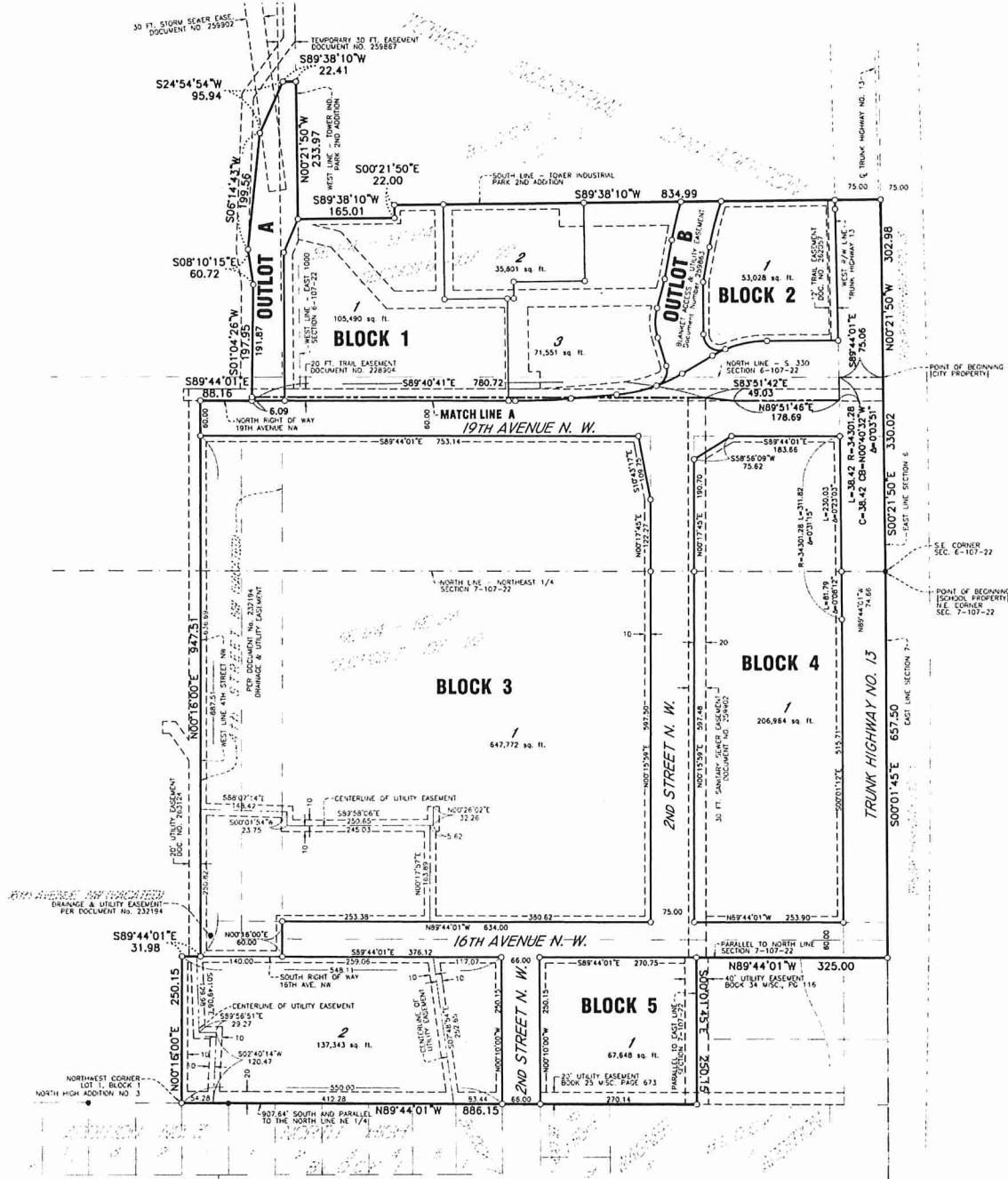
By: 
Name: CARL C. SWANSON
Title: CITY MANAGER
RE: WASECA MARKET PLACE PROPERTY

EXHIBIT A

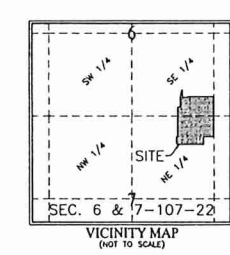
DESCRIPTION AND DEPICTION OF PROPERTY

COPY

MARKET PLACE SUBDIVISION

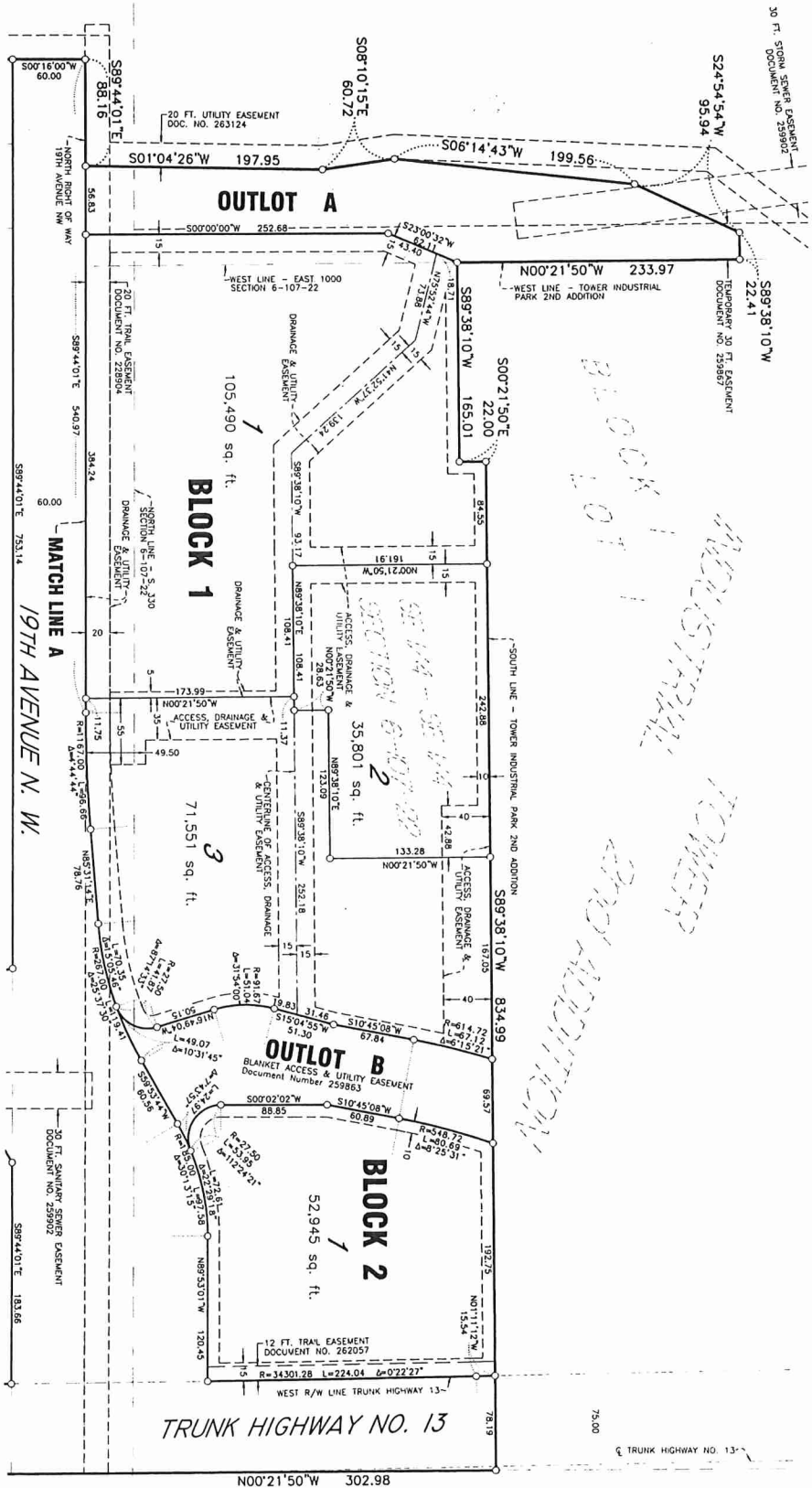


- --- INDICATES 1/2" DIA. x 20" LONG SOLID IRON PIPE SET WITH PLASTIC CAP MARKED BY I.B.S. LICENSE NO. 41820. ALL IRONS WILL BE SET WITHIN 12 MONTHS OF RECORDING.
- --- INDICATES IRON PIPE MONUMENT FOUND.
- ⊙ --- INDICATES CAST IRON MONUMENT FOUND.



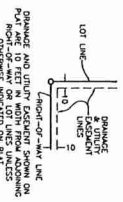
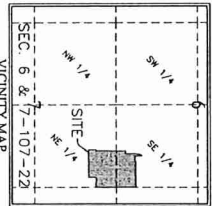
MARKET PLACE SUBDIVISION

COPY



SECTION OF THIS PLAT SHOWING
LOCATION OF LOT 100
AS SHOWN FROM THE ADJACENT
SECTION

INDICATES 1/2" DIA. 30"
LONG SLOPE FROM PLS. SET
BY THE SURVEYOR
LOCATED NO. 11820
INDICATES 1/2" DIA. 30"
LONG SLOPE FROM PLS. SET
BY THE SURVEYOR
LOCATED NO. 11820
INDICATES 1/2" DIA. 30"
LONG SLOPE FROM PLS. SET
BY THE SURVEYOR
LOCATED NO. 11820



OFFICIAL PLAT

MARKET PLACE SUBDIVISION

INSTRUMENT OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That the City of Waseca, a Minnesota Municipal corporation, and Independent School District No. 829, a Minnesota corporation, owners and proprietors of the following described property situated in the City of Waseca, County of Waseca, Minnesota, to wit:

All that part of the Southeast Quarter of the Southeast Quarter of Section 6, Township 107 North, Range 22 West, City of Waseca, Waseca County, Minnesota, described as follows:

Commencing at the southeast corner of Section 6; thence North 00 degrees 21 minutes 50 seconds West (assumed bearing) on the east line of Section 6, a distance of 330.02 feet to the north line of the South 330.00 feet of Section 6 to the point of beginning; thence continuing North 00 degrees 21 minutes 50 seconds West on the east line, a distance of 302.98 feet to the south line of TOWER INDUSTRIAL PARK 2ND ADDITION; thence South 89 degrees 38 minutes 10 seconds West on said south line, a distance of 834.99 feet; thence South 00 degrees 21 minutes 50 seconds East on said south line, a distance of 22.00 feet; thence South 89 degrees 38 minutes 10 seconds West on said south line, a distance of 165.01 feet to the west line of TOWER INDUSTRIAL PARK 2ND ADDITION; thence North 00 degrees 21 minutes 50 seconds West on said west line, a distance of 233.97 feet; thence South 89 degrees 38 minutes 10 seconds West, 22.41 feet; thence South 24 degrees 54 minutes 54 seconds West, 85.94 feet; thence South 00 degrees 14 minutes 43 seconds West, 199.56 feet; thence South 08 degrees 10 minutes 15 seconds East, 60.72 feet; thence South 01 degrees 04 minutes 26 seconds West, 191.87 feet; thence South 89 degrees 40 minutes 41 seconds East, 780.72 feet; thence South 83 degrees 51 minutes 42 seconds East, 49.03 feet; thence North 89 degrees 51 minutes 46 seconds East, 178.69 feet; thence northerly on the westerly right-of-way of Trunk Highway No. 13, a distance of 38.42 feet to a 34,301.28 foot radius curve to the left, not tangent to previous line, having a 38.42 foot chord that bears North 00 degrees 40 minutes 32 seconds West, and a central angle of 00 degrees 03 minutes 51 seconds to the north line of the South 330.00 feet of Section 6; thence South 89 degrees 44 minutes 01 seconds East on said north line, a distance of 75.06 feet to the point of beginning.

AND ALSO:

And all that part of the Northeast Quarter of the Northeast Quarter of Section 7, and all that part of the Southeast Quarter of the Southeast Quarter of Section 6, all in Township 107 North, Range 22 West, City of Waseca, Waseca County, Minnesota, described as follows:

Beginning at the northeast corner of Section 7; thence South 00 degrees 01 minutes 45 seconds East on the east line of the Northeast Quarter of Section 7, a distance of 657.50 feet; thence North 89 degrees 44 minutes 01 seconds West on a line parallel to the north line of the Northeast Quarter of Section 7, a distance of 325.00 feet; thence South 00 degrees 01 minutes 45 seconds East on a line parallel to the east line of Section 7, a distance of 250.15 feet; thence North 89 degrees 44 minutes 01 seconds West on a line 907.64 feet south and parallel with the north line of the Northeast Quarter of Section 7, a distance of 866.15 feet; thence North 00 degrees 16 minutes 00 seconds East, 250.15 feet; thence South 89 degrees 44 minutes 01 seconds East on a line parallel with said north line, a distance of 31.98 feet to the westerly extension of the south right-of-way line of 16th Avenue NW; thence North 00 degrees 16 minutes 00 seconds East on the west line of vacated 14th Street NW, a distance of 947.51 feet; thence South 89 degrees 44 minutes 01 seconds East on the north right-of-way line of 19th Avenue NW, a distance of 88.16 feet; thence North 01 degrees 04 minutes 26 seconds East, a distance of 6.09 feet; thence South 89 degrees 40 minutes 41 seconds East, 780.72 feet; thence South 83 degrees 51 minutes 42 seconds East, 49.03 feet; thence North 89 degrees 51 minutes 46 seconds East, 178.69 feet; thence northerly on the westerly right-of-way of Trunk Highway No. 13, a distance of 38.42 feet on a 34,301.28 foot radius curve to the left, not tangent to previous line, having a 38.42 foot chord that bears North 00 degrees 40 minutes 32 seconds West, and a central angle of 00 degrees 03 minutes 51 seconds to the north line of the South 330.00 feet of Section 6; thence South 89 degrees 44 minutes 01 seconds East on said south line, a distance of 75.06 feet to the east line of the Southeast Quarter of Section 6; thence South 00 degrees 21 minutes 50 seconds East on said east line of Section 6, a distance of 330.02 feet to the point of beginning.

Has caused the same to be surveyed and platted as MARKET PLACE SUBDIVISION and does hereby donate and dedicate to the public, for public use forever the avenues, streets, and highway and also dedicating the easements as shown on this plat for access, drainage and/or utility purposes only.

In witness thereof, said City of Waseca, a Minnesota Municipal corporation, have caused these presents to be signed by its proper officers this 8th day of January, 2006.

[Signature]
R.D. Srp, Mayor

Mary Buenzow
Mary Buenzow, Records Secretary

NOTARY CERTIFICATE

State of Minnesota)
County of Waseca

The foregoing instrument was acknowledged before me this 4th day of January, 2006 by R.D. Srp, Mayor for the City of Waseca, a Minnesota Municipal corporation.

Mary E. Buenzow
Notary Public, Waseca County, Minnesota
My Commission Expires 1/31/2010

NOTARY CERTIFICATE

State of Minnesota)
County of Waseca

The foregoing instrument was acknowledged before me this 5th day of January, 2006 by Mary Buenzow, Records Secretary for the City of Waseca, a Minnesota Municipal corporation.

Michelle Murphy
Notary Public, Waseca County, Minnesota
My Commission Expires 1/31/2010

In witness thereof, said Independent School District No. 829, a Minnesota corporation, have caused these presents to be signed by its proper officer this 5th day of January, 2006.

Robert W. Whitney
Robert W. Whitney, School Board Chairman

Gary Conrath
Gary Conrath, School Board Clerk

NOTARY CERTIFICATE

State of Minnesota)
County of Waseca

The foregoing instrument was acknowledged before me this 8th day of January, 2006 by Robert W. Whitney, School Board Chairman for Independent School District No. 829, a Minnesota corporation.

Mary E. Buenzow
Notary Public, Waseca County, Minnesota
My Commission Expires 1/31/2010

NOTARY CERTIFICATE

State of Minnesota)
County of Waseca

The foregoing instrument was acknowledged before me this 5th day of January, 2006 by Gary Conrath, School Board Clerk for Independent School District No. 829, a Minnesota corporation.

Michelle Murphy
Notary Public, Waseca County, Minnesota
My Commission Expires 1/31/2010

SURVEYOR'S CERTIFICATE

I, John Veroveen, hereby certify that I have surveyed and platted the property described on this plat of MARKET PLACE SUBDIVISION, that this plat is a correct representation of the survey; that all distances are correctly shown on the plat in feet and hundredths of a foot; that all monuments have been, or will be, correctly placed in the ground as designated; that the outside boundary lines are correctly designated on the plat; and that there are no wetlands as defined in MS 505.02, Subd. 1, or public highways to be designated other than as shown on the plat.

John Veroveen
John Veroveen, Land Surveyor
Minnesota License No. 41820

NOTARY CERTIFICATE

State of Minnesota)
County of Blue Earth

The foregoing Surveyor Certificate was acknowledged before me this 29th day of December, 2005 by John Veroveen, Licensed Land Surveyor.

Daniel Larry Stueber
Daniel Larry Stueber
Notary Public, Blue Earth County, Minnesota
My Commission Expires Jan. 31, 2010

CITY COUNCIL

We do hereby certify that the within plat of MARKET PLACE SUBDIVISION was duly accepted and approved by the City Council of the City of Waseca, on this 9th day of January, 2006 and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

R.D. Srp
R.D. Srp, Mayor
Kris M. Busse
Kris M. Busse, City Manager

Mary Buenzow
Mary Buenzow, Records Secretary
Frederick Salabury
Frederick Salabury, City Engineer

TITLE OPINION

I, Michael H. Koenig, licensed attorney in the State of Minnesota, do hereby certify that the owners, as indicated hereon, represent all ownership interests in the land encompassed by this plat, this 5th day of January, 2006.

Michael H. Koenig
Waseca City Attorney

COUNTY TREASURER

I hereby certify that, on this 3rd day of March, 2006, the current taxes have been paid on the land described herein.

Wayne Oliver
Waseca County Treasurer

COUNTY AUDITOR

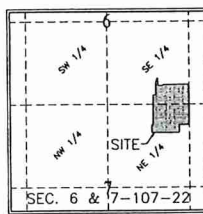
No delinquent taxes due and transfer entered this 3rd day of March, 2006.

Joan Mordha
Waseca County Auditor

COUNTY RECORDER

I hereby certify that this instrument was filed in the office of the County Recorder on this 6th day of March, 2006, at 9:39 o'clock A.M. and was duly recorded as Document No. 244573.

Barbara Yarnet
Waseca County Recorder



VICINITY MAP
(NOT TO SCALE)



PROCLAMATION

WHEREAS, the Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, September 17, 2023, marks the two hundred thirty-sixth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

NOW, THEREFORE, I, Randy Zimmerman, by virtue of the authority vested in me as Mayor of the City of Waseca, do hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK

and I ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Waseca to be affixed this 5th day of September, 2023.

Randy Zimmerman
MAYOR