

WORK SESSION – 6:00 PM: LOCAL OPTION SALES TAX

REGULAR WASECA CITY COUNCIL MEETING

TUESDAY, APRIL 4, 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 his/her remarks. Speakers will address all comments to the City Council as a whole and not one individual councilmember. The Council **may not take action on an item presented during the Public Comment period. When appropriate, the Council may refer inquiries and items brought up during the Public Comment period to the City Manager for follow up.**

5. REQUESTS AND PRESENTATIONS
6. CONSENT AGENDA
 - A. Minutes: Council Meeting & Work Session – March 21, 2023
 - B. Payroll & Expenditures
 - C. Resolution 23-13: Furry Friends of Waseca Donation
 - D. Resolution 23-14: Report Bids and Award Contract for the 2023 Sidewalk Improvements Project (City Project No. 2023-04)
7. ACTION AGENDA
 - A. Approve Purchase of Axon Body Worn Cameras and In-Car Video System
 - B. Authorize Trail Improvements for the 8th Ave NE (CSAH 13) Reconstruction Project (City Project No. 2024-01)
 - C. Resolution 23-17: Cooperative Agreement for the 8th Ave NE (CSAH 13) Reconstruction Project (City Project No. 2024-01)
 - D. Select two members of the City Council to attend the April 11, 2023 Planning Commission meeting.
8. REPORTS
 - A. City Manager's Report
 - B. Commission Reports
9. ANNOUNCEMENTS
10. ADJOURNMENT

**MINUTES
REGULAR WASECA CITY COUNCIL MEETING
TUESDAY, MARCH 21, 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	John Mansfield
	Stacey Schroeder	

Staff Present: Carl Sonnenberg, City Manager
 Alicia Fischer, City Finance Director & Human Resources Director
 Nate Willey, City Engineer
 Tina Wilson, Economic Development Manager
 Bill Green, Planning and Zoning Coordinator

Planning Commission present: Tom Sexton, Chairman
 Steve Jas, member

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 Mansfield made the motion to approve the agenda as amended adding item 6D; Reissue RFP for 8th Ave and item 7F; Connections, the Visitation and Exchange Center Closure, seconded by Schroeder. Motion carried 7-0.

PUBLIC COMMENT

- 4.
- A. Debra Dobberstein resides at 908 11th Avenue SE; voiced her concerns about the council proceeding to move forward with RFP to develop the City owned Gaiter Lake property. She expressed her historical view regarding the history of the Gaiter Lake Property. She spoke of DNR Shoreland regulations. She also spoke of the Southwest MN Housing Partnership proposal from last summer. Ms. Dobberstein is against developing the property
 - B. Cathy Breitbarth, residing at 1108 11th Avenue SE; moved to town in 2019 moved from the farm to the city, doesn't want development because the property should stay the same as when she purchased their property
 - C. Brenda Byron, residing at 1405 5th Avenue Court SW; spoke to Vista Villa, she read the packet, feels like the ordinance should include the conditions that Planning and Zoning put on their conditional approval.

- D. Michelle Oswald, 916 3rd Avenue SE, objects to development of Gaiter Lake, questioned the two timelines listed in the council packet – worried that the project would be completed too quickly. “Do it right not rush into something”. Could RFP include more information about community comments
- E. Gary Dobberstein resides at 908 11th Avenue SE; he questioned how much of the land is developable as it relates to the land set apart for parks. He did the math on cost of development, cost of the land, times the number of lots to come up with several different price per lot equations. Mr. Dobberstein is against development. He wants development to be delayed another few years until the economy changes.

REQUESTS AND PRESENTATIONS

- 5. None.

CONSENT AGENDA

- 6. D. Added to agenda at item 3: Revise and reissue RFP for the 8th Ave NE (CSAH 13) Reconstruction Project (City Project No. 2024-01)
Councilmember Mansfield questioned the need for crack and seal projects – “does it really make a difference?” City Engineer Willey mentioned there are transportation studies that do show crack and seal will prolong the life of the roadway.
Councilmember Conrath made the motion to approve the consent agenda as amended, seconded by Arndt. Motion carried 6-1. (Mansfield opposed)

ACTION AGENDA

- 7.
 - A. The Public Hearing was opened at 7:27pm
Ordinance 1106, request for vacation of easement.
No public comment.
The Public hearing was closed at 7:27pm
Ordinance 1106: Vacation of Easement in Fox Meadows. Motion to approve Ordinance 1106 request for vacation of easement, made by Ebertowski, seconded by Mansfield. Motion carried 6-0 (Schroeder recused herself)
 - B. Public Hearing opened 7:33pm
Ordinance 1105, request for rezoning (Brakemeier) Vista Villa
Public Comment:
 - (i) Brenda Myron 1405 5th Avenue Court asked that the ordinance contain the conditions as written in the P&Z report. P&Z coordinator Bill Green confirmed the Ordinance would contain the conditions for approval.
 - (ii) Chris Webber 422 3rd Street NE wants to be sure that setbacks and distance between MH stays within fire safety codes. Bill Green mentioned that all new to the park units require a building permit and would be reviewed for public safety and building codes.
 - (iii) Steve Nusbaum of 218 Vista Villa Court. Mr. Nusbaum manages MH Park. Restated the owners plan for updating the MH Park. They have already removed over t5 junked cars. The owners will help owners to finance and upgrade their homes. They are doing their own code enforcement. The houses have gotten wider causing the need to reduce setbacks.
 Public hearing was closed at 7:39pm

Motion made by Conrath, seconded by Schroeder to approve Ordinance 1105 as amended to add the 5 conditions, the rezoning request for a PUD overlay district for the Vista Villa Mobile Home Park
Motion carried 7-0

- C. Motion made by Arndt, seconded by Conrath to adopt Resolution No. 23-11 authorizing the City Manager, or his designee, to award the contract for the City Parking Lot Rehabilitation Project (City Project No. 2023-02) to M&W Blacktopping, LLC. Motion carried 5-2 (Ebertowski & Mansfield vote nay)
- D. Motion made by Schroeder, seconded by Conrath to adopt Resolution 23-12: City Council adopt Resolution No. 23-12 authorizing the City Manager, or his designee, to award the contract for the TH13 Trail Connector Project (City Project No. 2023-06) to D&M Construction. Motion carried 7-0
- E. Motion made by Mansfield, seconded by Schroeder to authorize re-issuing Request for Proposals (RFP) for the Gaiter Lake Development; to include timeline A. Consensus of council is to have the project completed in a timely manner but to do it right. Motion carried 7-0
- F. Motion made by Christiansen, seconded by Ebertowski; If no proposals are received for the Gaiter Lake RFP, that council move forward and accept the Southwest Minnesota Housing Partnership proposal from the 2022 RFP. Motion Failed 1-6 (Christiansen was the only yes vote)

REPORTS

8.

A. City Manager's Report:

- i. None

B. Commission Reports:

- i. EDA report: Mayor asked Economic Development Manager Tina Wilson to report; She said there were updates given on various projects, she is heading to the manufacturing site selection forum in April, and we should be receiving the Retail Trade & Lodging analysis next month
- ii. Arndt reported on the Planning Commission (PC) meeting, reviewed the two ordinance requests voted on earlier this evening. The PC voted on a new chairperson which is Arndt, and the vice chair will be Tom Sexton. No representative to the Historic Preservation Commission (HPC) was voted in because of the lack of commission members (2 empty)
- iii. Christiansen – questioned will there actually be an open forum on the 5 applications for 2 open seats on the Planning & Zoning Commission? Yes, at the next city council meeting (per Mayor). The band heads out of town next week. He did not make the last Art Center meeting though he knows there are things coming up.

ANNOUNCEMENTS

9.

A. Councilmember Ebertowski:

- i. Congratulations to the two reserve police officers, one with a 5 year and one with a 10-year anniversary.

B. Councilmember Schroeder:

- i. Schroeder asked if any of the new trees in the park would be fruit trees. Christiansen will ask the park board that question.

C. Mayor Zimmerman

- i. He spoke at the Chamber of Commerce’s Farm to City Luncheon, it was nice to recognize the connections between Ag and the local community. Also, he thanked city staff for all that they do to keep the city on track.

ADJOURNMENT

- 10. There being no further business to be brought before the Council, it was moved by Arndt to adjourn the meeting at 8:27 p.m., seconded by Conrath. Motion carried 7-0.

JULIA HALL
CITY CLERK

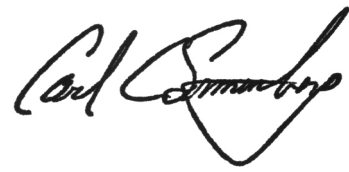
RANDY L. ZIMMERMAN
MAYOR

9. Councilmember brought up community branding and marketing – discussion was had about past branding efforts and how do we recruit industry. Discussion continued about the differences between branding and a comprehensive plan. Look at Chapter 2 of the current CP, supported by ordinances.
10. The city supported Vision 2030 in many ways. Councilmember Mansfield asked about what the successes from Vision 2030?
11. If you hire a consultant, they would be working with city staff during this process. Sometimes an outside viewpoint is helpful.
12. City has a good working relationship with WSB
13. To update the Comprehensive plan and code of ordinances, takes time
14. What can staff handle and what needs to be outsourced?
15. Past councils budgeted funds in support of Vision 2030
16. Mayor suggested maybe a Small sub-committee to review Vision 2030 & CP
17. Interview candidates for the Planning & Zoning Commission empty spots
18. Nate suggested Tina and I could do a deep dive in what staff could do and what needed to be outsourced, look at timelines; prepare a plan, take it to Planning & Zoning to review and then bring back to council for their review
19. It was suggested we look at looking out to 2050
20. CP to be reviewed more often than every 20-30 years.

This being an ongoing conversation the work session adjourned at 6:47p.m.

JULIA HALL
CITY CLERK

RANDY L. ZIMMERMAN
MAYOR



6B

LIST OF EXPENDITURES

April 4, 2023



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City Council	4,250.00
Streets	30,523.91
Parks	9,567.36
Wastewater	9,978.71
Utility Administration	9,425.94
Utility Offices	7,946.36
Electric	14,924.07
Water	5,459.56
Building and Code Compliance	3,040.71
Police	65,719.13
Administration	31,383.34
Community Aides	836.64
Fire	8,790.74
Paid On Call Fire Department	738.99
PEG	246.38
Election Judges	0.00
Finance	10,332.17
Connections	3,254.27
Community Development	2,414.18
Engineering	16,742.21
Recreation	2,463.13
Econ Development	<u>3,100.69</u>
Total Gross Payroll	241,138.49
*Less- Payroll Deductions	<u>(81,561.49)</u>

Net Payroll Cost \$ 159,577.00

*These costs are included in Accounts Payable totals below

Accounts Payable

Expenditures dated:	
March 17, 2023-March 30, 2023	
Includes check #'s 159099-159136	
Bank ACH Withdrawals.....	<u>619,276.77</u>

GRAND TOTAL EXPENDITURES \$ 778,853.77

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
General Fund					
03/30/2023	159111	City of Waseca	TLCF Start up	101-10300-0000	150.00
Total 101103000000:					150.00
03/30/2023	159128	Quadient Finance	Postage	101-15510-0000	1,000.00
Total 101155100000:					1,000.00
03/30/2023	159124	Miller, Gregory	Park reservation sales tax refund	101-20210-0000	32.28
03/30/2023	32320	MN Sales and Use Tax Payable	Sales Tax Payable	101-20210-0000	11.68 M
Total 101202100000:					43.96
03/21/2023	32325	ACH Internal Revenue Service	FEDERAL WITHHOLDING TAX Pay Period: 3/19/2023	101-21701-0000	29,592.08 M
Total 101217010000:					29,592.08
03/21/2023	32321	MN Department of Revenue	STATE WITHHOLDING TAX Pay Period: 3/19/2023	101-21702-0000	12,329.60 M
Total 101217020000:					12,329.60
03/21/2023	32325	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 3/19/2023	101-21703-0000	9,858.31 M
03/21/2023	32325	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 3/19/2023	101-21703-0000	10,297.02 M
Total 101217030000:					20,155.33
03/21/2023	32322	Public Employees Retirement Assn (ACH	PERA COORD Emplr 1% Pay Period: 3/19/2023	101-21704-0000	1,315.60 M
03/21/2023	32322	Public Employees Retirement Assn (ACH	adj	101-21704-0000	.04 M
03/21/2023	32322	Public Employees Retirement Assn (ACH	PERA COORDINATED Employee Pay Period: 3/19/2023	101-21704-0000	8,551.52 M
03/21/2023	32322	Public Employees Retirement Assn (ACH	PERA POLICE Employee Pay Period: 3/19/2023	101-21704-0000	8,020.32 M
03/21/2023	32322	Public Employees Retirement Assn (ACH	DEF CONTRIBUTION/EMPL Pay Period: 3/19/2023	101-21704-0000	58.70 M
03/21/2023	32322	Public Employees Retirement Assn (ACH	PERA COORDINATED Employer Pay Period: 3/19/2023	101-21704-0000	8,551.52 M
03/21/2023	32322	Public Employees Retirement Assn (ACH	PERA POLICE Employer Pay Period: 3/19/2023	101-21704-0000	12,030.49 M
03/21/2023	32322	Public Employees Retirement Assn (ACH	DEF CONT Employer Pay Period: 3/19/2023	101-21704-0000	58.70 M
Total 101217040000:					38,586.89
03/21/2023	32328	United Healthcare	Armendariz March Cobra	101-21710-0000	2,634.61 M
Total 101217100000:					2,634.61
03/21/2023	159099	NCPERS Minnesota - 8266711	LIFE INSURANCE - PERA Pay Period: 3/19/2023	101-21711-0000	208.00
Total 101217110000:					208.00
03/21/2023	32325	ACH Internal Revenue Service	MEDICARE Pay Period: 3/19/2023	101-21712-0000	3,258.65 M
03/21/2023	32325	ACH Internal Revenue Service	MEDICARE Pay Period: 3/19/2023	101-21712-0000	3,361.23 M
Total 101217120000:					6,619.88
03/21/2023	32326	MSRS- (DEF COMP)	MSRS - ROTH (AFTER TAX) Pay Period: 3/19/2023	101-21713-0000	1,050.00 M
03/21/2023	32326	MSRS- (DEF COMP)	MSRS - DEF COMP Pay Period: 3/19/2023	101-21713-0000	899.00 M
Total 101217130000:					1,949.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
03/21/2023	32324	Vantagepoint Transfer Agents 457	ICMA - ROTH (AFTER TAX) Pay Period: 3/19/2023	101-21714-0000	350.00	M
03/21/2023	32324	Vantagepoint Transfer Agents 457	ICMA DEF COMPENSATION Pay Period: 3/19/2023	101-21714-0000	603.43	M
Total 101217140000:					953.43	
03/21/2023	32330	Colonial Life & Accident Insurance Co	COLONIAL LIFE Pay Period: 3/5/2023	101-21715-0000	1,060.80	M
03/21/2023	32330	Colonial Life & Accident Insurance Co	COLONIAL LIFE Pay Period: 3/19/2023	101-21715-0000	1,060.80	M
Total 101217150000:					2,121.60	
03/21/2023	32327	Medsurety	HSA Contribution Pay Period: 3/19/2023	101-21716-0000	1,342.37	M
Total 101217160000:					1,342.37	
03/21/2023	32323	MN Child Support Payment Center	CHILD SUPPORT FLAT AMT Pay Period: 3/19/2023	101-21717-0000	972.76	M
Total 101217170000:					972.76	
03/21/2023	32329	Family Medical Care Plan	FMCP Single Pay Period: 3/5/2023	101-21720-0000	22.48	M
03/21/2023	32329	Family Medical Care Plan	FMCP Single Pay Period: 3/19/2023	101-21720-0000	22.47	M
03/21/2023	32329	Family Medical Care Plan	FMCP Single Pay Period: 3/19/2023	101-21720-0000	427.02	M
03/21/2023	32329	Family Medical Care Plan	FMCP Single Pay Period: 3/5/2023	101-21720-0000	427.03	M
03/21/2023	32328	United Healthcare	UHC Family Pay Period: 3/19/2023	101-21720-0000	16,250.00	M
03/21/2023	32328	United Healthcare	UHC Family Pay Period: 3/5/2023	101-21720-0000	18,750.00	M
03/21/2023	32328	United Healthcare	Gedicke March Cobra	101-21720-0000	847.14	M
03/21/2023	32328	United Healthcare	UHC Single Pay Period: 3/19/2023	101-21720-0000	13,977.81	M
03/21/2023	32328	United Healthcare	UHC Single Pay Period: 3/5/2023	101-21720-0000	14,824.95	M
03/21/2023	32328	United Healthcare	Matson March Cobra	101-21720-0000	847.14	M
03/21/2023	32328	United Healthcare	UHC Employee + 1 Pay Period: 3/5/2023	101-21720-0000	285.44	M
03/21/2023	32328	United Healthcare	UHC Employee + 1 Pay Period: 3/19/2023	101-21720-0000	285.36	M
03/21/2023	32328	United Healthcare	UHC Employee + 1 Pay Period: 3/5/2023	101-21720-0000	7,000.00	M
03/21/2023	32328	United Healthcare	Rugger Adj	101-21720-0000	847.14	M
03/21/2023	32328	United Healthcare	UHC Employee + 1 Pay Period: 3/19/2023	101-21720-0000	7,000.00	M
03/21/2023	32328	United Healthcare	Spies Adj	101-21720-0000	847.14	M
03/21/2023	32328	United Healthcare	UHC Family Pay Period: 3/19/2023	101-21720-0000	874.90	M
03/21/2023	32328	United Healthcare	UHC Family Pay Period: 3/5/2023	101-21720-0000	1,009.64	M
03/21/2023	32328	United Healthcare	Kohn Adj	101-21720-0000	847.14	M
03/21/2023	32328	United Healthcare	Hall Adj	101-21720-0000	1,948.42	M
03/21/2023	32328	United Healthcare	Bruegger Adj	101-21720-0000	2,634.61	M
Total 101217200000:					89,975.83	
03/21/2023	32329	Family Medical Care Plan	FMCP Family Pay Period: 3/19/2023	101-21724-0000	351.00	M
03/21/2023	32329	Family Medical Care Plan	FMCP Family Pay Period: 3/5/2023	101-21724-0000	351.00	M
03/21/2023	32329	Family Medical Care Plan	FMCP Family Pay Period: 3/19/2023	101-21724-0000	3,159.00	M
03/21/2023	32329	Family Medical Care Plan	FMCP Family Pay Period: 3/5/2023	101-21724-0000	3,159.00	M
Total 101217240000:					7,020.00	
03/30/2023	159124	Miller, Gregory	Park reservation credit refund	101-34785-0000	437.72	
Total 101347850000:					437.72	
03/30/2023	159126	MPeters Enterprises Inc.	Downtown Flags and poles	101-41110-4450	1,184.88	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101411104450:					1,184.88
03/30/2023	20230248	Waseca Area Senior Citizens Center	City Contribution	101-41110-4455	1,125.00
Total 101411104455:					1,125.00
03/30/2023	159130	Shred-it USA LLC	Monthly Service	101-41320-3100	20.86
Total 101413203100:					20.86
03/30/2023	20230243	On Point Awards	Embossers	101-41320-3400	290.00
Total 101413203400:					290.00
03/30/2023	20230217	A. H. Hermel Company	Pop for Vending Machine	101-41320-4945	145.32
Total 101413204945:					145.32
03/30/2023	159136	Waseca County Treasurer	Special Assessment set up fee	101-41500-3000	70.00
Total 101415003000:					70.00
03/30/2023	159136	Waseca County Treasurer	Legal Services Contract payment	101-41600-3000	5,370.33
Total 101416003000:					5,370.33
03/30/2023	20230244	Pantheon Computer Systems Inc.	Maintenance Agreement	101-41920-3100	6,572.26
03/30/2023	20230244	Pantheon Computer Systems Inc.	Maintenance Agreement	101-41920-3100	2,170.00
Total 101419203100:					8,742.26
03/30/2023	20230238	Innovative Office Supply	Office Supplies	101-41940-2000	11.83
03/30/2023	20230238	Innovative Office Supply	Office Supplies	101-41940-2000	12.74
03/30/2023	20230238	Innovative Office Supply	Heavy Duty staples	101-41940-2000	14.98
Total 101419402000:					39.55
03/30/2023	20230222	Border States Electric Supply	City Hall Exit Signs	101-41940-2170	68.12
03/30/2023	159109	Cintas Corporation	First Aid Cabinet Supplies - City Hall	101-41940-2170	81.48
Total 101419402170:					149.60
03/30/2023	20230225	Cady Business Technologies Inc	Monthly phone support	101-41940-3100	262.62
03/30/2023	159107	Cintas Corp	Floor mat service	101-41940-3100	54.58
03/30/2023	20230247	Stoltz Cleaning Services LLC	City hall Cleaning	101-41940-3100	475.00
03/30/2023	20230247	Stoltz Cleaning Services LLC	City Hall Cleaning	101-41940-3100	475.00
Total 101419403100:					1,267.20
03/30/2023	159112	Consolidated Communications	Monthly Billing	101-41940-3200	359.06
03/30/2023	159112	Consolidated Communications	Monthly Billing	101-41940-3200	148.83
Total 101419403200:					507.89
03/30/2023	159106	Centerpoint Energy	Monthly Billing	101-41940-3800	1,469.57

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101419403800:					1,469.57
03/30/2023	20230233	Hall, Julia	Conference reimbursements	101-41950-3300	250.71
Total 101419503300:					250.71
03/30/2023	20230238	Innovative Office Supply	Office Supplies - Police	101-42100-2000	84.95
Total 101421002000:					84.95
03/30/2023	20230217	A. H. Hermel Company	Janitorial Supplies	101-42100-2230	130.40
03/30/2023	20230240	Javens Mechanical Contracting Co.	PBS Building repair	101-42100-2230	117.73
Total 101421002230:					248.13
03/30/2023	159107	Cintas Corp	Floor Mats	101-42100-3100	8.98
03/30/2023	159130	Shred-it USA LLC	Monthly Service	101-42100-3100	20.87
Total 101421003100:					29.85
03/30/2023	159112	Consolidated Communications	Monthly Billing	101-42100-3200	359.06
03/30/2023	159112	Consolidated Communications	Monthly Billing	101-42100-3200	427.73
03/30/2023	159112	Consolidated Communications	Monthly Billing	101-42100-3200	45.08
Total 101421003200:					831.87
03/30/2023	20230245	Personalized Printing Inc.	envelopes	101-42100-3500	88.10
Total 101421003500:					88.10
03/30/2023	159106	Centerpoint Energy	Monthly Billing	101-42100-3800	1,097.92
Total 101421003800:					1,097.92
03/30/2023	20230242	Mid-States Organized Crime Info Center	Membership Dues	101-42100-4330	150.00
Total 101421004330:					150.00
03/30/2023	20230249	Waseca Clarks Grove Vet Clinic LLP	Vet services	101-42150-3100	42.30
Total 101421503100:					42.30
03/30/2023	20230219	Amazon	Card Stock	101-42200-2000	20.98
Total 101422002000:					20.98
03/30/2023	20230226	Central Fire Protection Inc.	Extinguishers	101-42200-2160	150.00
Total 101422002160:					150.00
03/30/2023	159119	GS Direct Inc.	Plotter paper for Fire Dept maps	101-42200-2170	66.79
Total 101422002170:					66.79
03/30/2023	159102	Aspen Mills Inc	Class A Uniform B Lange	101-42200-2180	122.30

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
03/30/2023	159102	Aspen Mills Inc	Class A Uniform N Schmidt	101-42200-2180	122.30
03/30/2023	159117	Fire Safety USA Inc.	Bullard-edwards	101-42200-2180	115.00
Total 101422002180:					359.60
03/30/2023	20230217	A. H. Hermel Company	Janitorial Supplies	101-42200-2230	130.39
03/30/2023	20230240	Javens Mechanical Contracting Co.	PBS Building repair	101-42200-2230	117.73
Total 101422002230:					248.12
03/30/2023	159107	Cintas Corp	Floor Mats	101-42200-3100	8.99
Total 101422003100:					8.99
03/30/2023	159112	Consolidated Communications	Monthly Billing	101-42200-3200	45.08
Total 101422003200:					45.08
03/30/2023	20230224	Bruegger, Ryan	Mileage reimbursement	101-42200-3300	278.75
Total 101422003300:					278.75
03/30/2023	159118	Goodrich, Duane or LeAnne	Straw for house burn	101-42200-3310	80.00
Total 101422003310:					80.00
03/30/2023	159106	Centerpoint Energy	Monthly Billing	101-42200-3800	1,097.91
03/30/2023	159112	Consolidated Communications	Monthly Billing	101-42200-3800	48.58
Total 101422003800:					1,146.49
03/30/2023	20230227	City Building Inspection Services LLC	building inspections	101-42400-3000	11,432.44
Total 101424003000:					11,432.44
03/30/2023	159136	Waseca County Treasurer	Special Assessment set up fee	101-43000-3000	315.00
Total 101430003000:					315.00
03/30/2023	32331	Verizon Wireless	Monthly Verizon Data Bill	101-43000-3200	80.02 M
Total 101430003200:					80.02
03/30/2023	159125	MN Dept of Transportation	Concrete air pot calibration	101-43000-4040	168.12
Total 101430004040:					168.12
03/30/2023	159100	American Public Works Association	Annual APWA Membership	101-43000-4330	955.00
Total 101430004330:					955.00
03/30/2023	159108	Cintas Corporation	First Aid Cabinet Supplies	101-43100-2170	63.32
Total 101431002170:					63.32
03/30/2023	20230221	Bomgaars Supply	Parts & Supplies	101-43100-2400	248.42

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101431002400:					248.42
03/30/2023	159112	Consolidated Communications	Monthly Billing	101-43100-3200	47.75
Total 101431003200:					47.75
03/30/2023	159106	Centerpoint Energy	Monthly Billing	101-43100-3800	2,156.53
Total 101431003800:					2,156.53
03/30/2023	20230231	H & J Fuel Inc	fuel	101-43125-2120	3,057.52
Total 101431252120:					3,057.52
03/30/2023	20230239	James Brothers Construction Inc.	Snow Hauling	101-43125-3100	1,575.00
03/30/2023	20230239	James Brothers Construction Inc.	Snow Hauling	101-43125-3100	2,310.00
Total 101431253100:					3,885.00
03/30/2023	20230237	Independent School District #829	City Contribution Community Ed	101-45100-3100	8,333.33
Total 101451003100:					8,333.33
03/30/2023	159112	Consolidated Communications	Monthly Billing	101-45130-3200	242.28
Total 101451303200:					242.28
03/30/2023	159106	Centerpoint Energy	Monthly Billing	101-45130-3800	775.80
Total 101451303800:					775.80
03/30/2023	20230234	Horizon Commercial Pool Supply	ADA Railings	101-45130-4000	1,417.99
Total 101451304000:					1,417.99
03/30/2023	159126	MPeters Enterprises Inc.	TLCF Flag	101-45180-4000	50.00
03/30/2023	159129	Sherwin-Williams Co	TLCF Fence Paint	101-45180-4000	195.92
Total 101451804000:					245.92
03/30/2023	159109	Cintas Corporation	First Aid Cabinet Supplies	101-45200-2190	28.40
Total 101452002190:					28.40
03/30/2023	159112	Consolidated Communications	Monthly Billing	101-45200-3200	41.59
Total 101452003200:					41.59
03/30/2023	159106	Centerpoint Energy	Monthly Billing	101-45200-3800	769.85
03/30/2023	159106	Centerpoint Energy	Monthly Billing	101-45200-3800	72.69
Total 101452003800:					842.54
03/30/2023	20230247	Stoltz Cleaning Services LLC	Library Cleaning	101-45500-3100	250.00
03/30/2023	20230247	Stoltz Cleaning Services LLC	carpet clean up	101-45500-3100	315.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
03/30/2023	20230247	Stoltz Cleaning Services LLC	Library Cleaning	101-45500-3100	250.00
Total 101455003100:					815.00
03/30/2023	159106	Centerpoint Energy	Monthly Billing	101-45500-3800	1,019.48
03/30/2023	159112	Consolidated Communications	Monthly Billing	101-45500-3800	107.72
Total 101455003800:					1,127.20
03/30/2023	20230240	Javens Mechanical Contracting Co.	Repair	101-45500-4000	3,606.74
Total 101455004000:					3,606.74
Total General Fund:					281,590.06
Charter Oaks-TIF					
03/30/2023	159136	Waseca County Treasurer	TIF Annual Maintenance Fee	222-46650-3000	150.00
Total 222466503000:					150.00
Total Charter Oaks-TIF:					150.00
TIF District 27					
03/30/2023	159136	Waseca County Treasurer	TIF Annual Maintenance Fee	227-46650-3000	150.00
Total 227466503000:					150.00
Total TIF District 27:					150.00
DCU Waseca LLC TIF					
03/30/2023	159136	Waseca County Treasurer	TIF Annual Maintenance Fee	228-46650-3000	150.00
Total 228466503000:					150.00
Total DCU Waseca LLC TIF:					150.00
Airport					
03/30/2023	20230241	Langer, Brent	Contract payment	230-49810-3100	3,800.00
Total 230498103100:					3,800.00
03/30/2023	32335	CenturyLink	Airport Phone and Internet	230-49810-3200	112.80 M
03/30/2023	159112	Consolidated Communications	Monthly Billing	230-49810-3200	83.76
03/30/2023	159112	Consolidated Communications	Monthly Billing	230-49810-3200	139.40
Total 230498103200:					335.96
03/30/2023	159106	Centerpoint Energy	Monthly Billing	230-49810-3800	114.38
03/30/2023	32332	Xcel Energy	Airport Electric	230-49810-3800	153.71 M
03/30/2023	32333	Xcel Energy	Airport Electric	230-49810-3800	233.24 M
Total 230498103800:					501.33
Total Airport:					4,637.29

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Economic Development-General f					
03/30/2023	159114	Economic Development Association of M	EDAM 2023 Dues	261-46700-4330	320.00
Total 261467004330:					320.00
Total Economic Development-General f:					320.00
Safe Haven Grant					
03/30/2023	159121	Heaton, Kathy	Reimbursement for visit	279-46350-3000	40.00
Total 279463503000:					40.00
Total Safe Haven Grant:					40.00
Water					
03/30/2023	32320	MN Sales and Use Tax Payable	Sales Tax Payable	601-20210-0000	1,219.81 M
Total 601202100000:					1,219.81
03/30/2023	20230228	Cole's Electric Inc.	SCADA Card	601-49401-2210	896.29
Total 601494012210:					896.29
03/30/2023	20230221	Bomgaars Supply	Parts & Supplies	601-49401-2230	15.98
Total 601494012230:					15.98
03/30/2023	159106	Centerpoint Energy	Monthly Billing	601-49401-3800	393.12
03/30/2023	32334	Xcel Energy	monthly service	601-49401-3800	208.39 M
Total 601494013800:					601.51
03/21/2023	32325	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 3/19/2023	601-49430-0000	438.71 M
03/21/2023	32325	ACH Internal Revenue Service	MEDICARE Pay Period: 3/19/2023	601-49430-0000	102.58 M
Total 601494300000:					541.29
03/30/2023	159120	Hawkins Inc	Demurrage	601-49430-2170	210.00
Total 601494302170:					210.00
03/30/2023	159120	Hawkins Inc	Chlorine Parts	601-49430-2210	928.24
Total 601494302210:					928.24
03/30/2023	20230229	Core & Main LP	Hydrant Parts	601-49430-2230	205.96
03/30/2023	20230229	Core & Main LP	Valve Parts	601-49430-2230	492.85
03/30/2023	20230239	James Brothers Construction Inc.	Water Main Materials	601-49430-2230	78.00
Total 601494302230:					776.81
03/30/2023	159105	Cemstone Concrete Materials LLC	Main Break Materials	601-49430-4000	3,080.00
Total 601494304000:					3,080.00
03/30/2023	159112	Consolidated Communications	Monthly Billing	601-49585-3200	95.75

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
03/30/2023	159132	U.S. Postal Service	Postage - April utility bills	601-49585-3200	510.61
Total 601495853200:					606.36
03/30/2023	20230238	Innovative Office Supply	Neon Labels-UB	601-49586-2000	5.00
Total 601495862000:					5.00
03/30/2023	20230244	Pantheon Computer Systems Inc.	Maintenance Agreement	601-49586-4950	938.90
03/30/2023	20230244	Pantheon Computer Systems Inc.	Maintenance Agreement	601-49586-4950	310.00
Total 601495864950:					1,248.90
Total Water:					10,130.19
Sanitary Sewer					
03/30/2023	159112	Consolidated Communications	Monthly Billing	602-49470-3200	673.91
Total 602494703200:					673.91
03/30/2023	159106	Centerpoint Energy	Monthly Billing	602-49470-3800	21.77
03/30/2023	159106	Centerpoint Energy	Monthly Billing	602-49470-3800	511.33
Total 602494703800:					533.10
03/30/2023	159116	Ferguson Enterprises Inc	pipe & fittings	602-49470-4000	549.18
Total 602494704000:					549.18
03/30/2023	20230221	Bomgaars Supply	Parts & Supplies	602-49480-2180	124.97
Total 602494802180:					124.97
03/30/2023	20230229	Core & Main LP	Air relief grit pumps	602-49480-2210	957.33
03/30/2023	159134	Vessco Inc.	alum pumps	602-49480-2210	260.07
Total 602494802210:					1,217.40
03/30/2023	159135	Waseca County Landfill	Light bulb disposal	602-49480-2230	144.50
Total 602494802230:					144.50
03/30/2023	20230221	Bomgaars Supply	Parts & Supplies	602-49480-2400	119.99
Total 602494802400:					119.99
03/30/2023	159107	Cintas Corp	Floor mat service	602-49480-3100	9.60
03/30/2023	159109	Cintas Corporation	First Aid Cabinet Supplies	602-49480-3100	79.96
Total 602494803100:					89.56
03/30/2023	159112	Consolidated Communications	Monthly Billing	602-49480-3200	617.21
Total 602494803200:					617.21
03/30/2023	159106	Centerpoint Energy	Monthly Billing	602-49480-3800	4,503.81

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
03/30/2023	159131	SSI Crestmark MN Holding LLC	Solar Power Contract	602-49480-3800	11,867.11
03/30/2023	159133	USS MN V MT LLC	Solar Power Contract	602-49480-3800	2,303.05
Total 602494803800:					18,673.97
03/30/2023	159127	Ovivo USA LLC	Clarifier Parts	602-49480-4000	2,381.96
Total 602494804000:					2,381.96
03/30/2023	159112	Consolidated Communications	Monthly Billing	602-49585-3200	95.75
03/30/2023	159132	U.S. Postal Service	Postage - April utility bills	602-49585-3200	510.61
Total 602495853200:					606.36
03/30/2023	20230238	Innovative Office Supply	Neon Labels-UB	602-49586-2000	5.00
Total 602495862000:					5.00
03/30/2023	20230244	Pantheon Computer Systems Inc.	Maintenance Agreement	602-49586-4950	938.90
03/30/2023	20230244	Pantheon Computer Systems Inc.	Maintenance Agreement	602-49586-4950	310.00
Total 602495864950:					1,248.90
03/30/2023	20230246	Stantec Consulting Services Inc	WWTP Barscreen Project	602-49593-5300	322.00
Total 602495935300:					322.00
03/30/2023	20230222	Border States Electric Supply	Generator Cables	602-49593-5400	2,840.43
03/30/2023	20230222	Border States Electric Supply	Generator Plugs	602-49593-5400	3,256.23
Total 602495935400:					6,096.66
Total Sanitary Sewer:					33,404.67
Electric Utility					
03/30/2023	32320	MN Sales and Use Tax Payable	Sales Tax Payable	604-20210-0000	36,202.51 M
Total 604202100000:					36,202.51
03/30/2023	159113	Cooper Industries Inc	Substation Monitoring	604-49570-3100	1,515.73
Total 604495703100:					1,515.73
03/30/2023	20230219	Amazon	vactron step	604-49571-2170	70.42
03/30/2023	20230221	Bomgaars Supply	Parts & Supplies	604-49571-2170	20.34
Total 604495712170:					90.76
03/30/2023	159122	Jetter Clean Inc.	Sewer Service Cleaning	604-49571-3100	549.50
Total 604495713100:					549.50
03/30/2023	159112	Consolidated Communications	Monthly Billing	604-49585-3200	95.75
03/30/2023	159112	Consolidated Communications	Monthly Billing	604-49585-3200	51.59
03/30/2023	159132	U.S. Postal Service	Postage - April utility bills	604-49585-3200	510.60

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 604495853200:					657.94
03/30/2023	20230238	Innovative Office Supply	Pens-Carl	604-49586-2000	16.72
03/30/2023	20230238	Innovative Office Supply	Neon Labels-UB	604-49586-2000	5.01
Total 604495862000:					21.73
03/30/2023	20230230	Gaernst and Associates INC	Energy Audit - Howes	604-49586-3100	188.50
03/30/2023	159130	Shred-it USA LLC	Monthly Service	604-49586-3100	20.87
Total 604495863100:					209.37
03/30/2023	20230244	Pantheon Computer Systems Inc.	Maintenance Agreement	604-49586-4950	938.90
03/30/2023	20230244	Pantheon Computer Systems Inc.	Maintenance Agreement	604-49586-4950	310.00
Total 604495864950:					1,248.90
Total Electric Utility:					40,496.44
Storm Water Utility					
03/30/2023	159104	Cellular Concrete Inc	Fill abandoned tile under 1101 8th St SE	651-43140-4000	7,600.00
03/30/2023	20230250	Waseca Sand & Gravel Inc.	Materials for tile abandonment - 1101 8th St SE	651-43140-4000	329.25
Total 651431404000:					7,929.25
Total Storm Water Utility:					7,929.25
Central Garage Services					
03/30/2023	20230235	Huber Supply Co Inc	gas tanks refilled	701-43180-2170	150.00
Total 701431802170:					150.00
03/30/2023	20230218	ABM Equipment LLC	jetter control joystick	701-43180-2210	2,612.47
03/30/2023	20230219	Amazon	LED's for toros	701-43180-2210	63.98
03/30/2023	159101	Ancom Communications Inc	radio for park #51	701-43180-2210	795.62
03/30/2023	159103	Auto Value Waseca	Parts	701-43180-2210	172.96
03/30/2023	20230223	Boss Supply Inc.	hose fittings for new vacxcavator	701-43180-2210	7.44
03/30/2023	159115	Environmental Products & Access LLC	Couplers for vac tron	701-43180-2210	71.46
03/30/2023	20230232	H & L Mesabi	HLA, Plow, Wing, Scraper blades	701-43180-2210	14,945.00
03/30/2023	20230236	IFACS	drill bits for tink fence project	701-43180-2210	189.62
Total 701431802210:					18,858.55
Total Central Garage Services:					19,008.55
Property and Liability Insuran					
03/30/2023	159123	League of MN Cities Insurance Trust	1st Qtr Liability	702-49955-3610	22,520.75
Total 702499553610:					22,520.75
03/30/2023	159123	League of MN Cities Insurance Trust	1st Qtr Property	702-49955-3620	41,824.25
Total 702499553620:					41,824.25
03/30/2023	159110	Ciox Health	Armendariz Information	702-49955-3630	181.32

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 702499553630:					181.32
Total Property and Liability Insuran:					64,526.32
Worker's Compensation Insuranc					
03/30/2023	159123	League of MN Cities Insurance Trust	1st Qtr Work Comp	703-49956-1510	156,371.00
Total 703499561510:					156,371.00
Total Worker's Compensation Insuranc:					156,371.00
Equipment Replacement Fund					
03/30/2023	20230220	Applied Concepts Inc	New squad expense	705-49920-5400	373.00
Total 705499205400:					373.00
Total Equipment Replacement Fund:					373.00
Grand Totals:					619,276.77

Report Criteria:

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

Title:	Furry Friends of Waseca Donation		
Meeting Date:	April 4, 2023	Agenda Item Number:	6C
Action:	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Resolution 23-13
Originating Department:	Parks Department	Presented By:	Consent Agenda
Approved By City Manager: <input checked="" type="checkbox"/>	Motion to accept the donation from the Furry Friends of Waseca – Dog Park Committee for dog park amenities.		
How does this item pertain to Vision 2030 goals?	Creating high quality community assets.		

BACKGROUND: The Furry Friends of Waseca is a community group who has shown a strong passion for future improvements at the Waseca Dog Park. Furry Friends of Waseca has agreed to donate their fundraising efforts to the City of Waseca for Dog Park amenities.

BUDGET IMPACT: Donation total of \$10,879.74

ALTERNATIVES CONSIDERED: The installation and/or construction of dog park amenities would typically include city staff labor.

RECOMMENDATION: Staff recommends City Council approval of the Furry Friends of Waseca donation to the City of Waseca for amenities at the Dog Park.

RESOLUTION NO. 23-13

**RESOLUTION FORMALLY ACCEPTING DONATIONS TO THE CITY OF WASECA
FROM THE FURRY FRIENDS OF WASECA
IN CALENDAR YEAR 2023**

WHEREAS, the City of Waseca appreciates receiving donations as an alternate form of revenue; and

WHEREAS, this additional revenue allows designated departments to access these donations specifically for dog park amenities; and

NOW THEREFORE, BE IT RESOLVED that the recitals set forth above are incorporated herein.

NOW THEREFORE, BE IT FURTHER RESOLVED that the Mayor and Council of the City of Waseca accept the following donations to the City of Waseca in 2023:

Furry Friends of Waseca - Dog Park \$10,879.74 All funds shall be used for Dog Park amenities

Total \$10,879.74

Adopted this 4th Day of April 2023.

RANDY L. ZIMMERMAN
MAYOR

ATTEST:

JULIA HALL
CITY CLERK

Title:	RESOLUTION NO. 23-14: REPORT OF BIDS AND AWARDING THE CONTRACT FOR THE 2023 SIDEWALK IMPROVEMENTS PROJECT (CITY PROJECT NO. 2023-04)		
Meeting Date:	April 4, 2023	Agenda Item Number:	6D
Action:	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Resolution No. 23-14 Bid Tabulation
Originating Department:	Engineering	Presented By:	Consent Agenda
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Approve Resolution No. 23-14 reporting the bids and awarding the contract for the 2023 Sidewalk Improvements Project (City Project No. 2023-04) to Nielsen Blacktopping & Concrete Inc.		
How does this item pertain to Vision 2030 goals?	Creating high quality community assets		

BACKGROUND: On March 30, 2023, one (1) bid was received for the 2023 Sidewalk Improvements Project (City Project No. 2023-04) from Nielsen Blacktopping & Concrete Inc. in the amount of \$52,928.75.

BUDGET IMPACT: The low bid is \$18,206.25 below the estimate of \$71,135. A total of \$75,000 in Street Capital was budgeted in the 2023 Capital Improvement Plan (CIP) for this project. City staff will perform project inspection.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 23-14 reporting the bids and authorizing the City Manager, or his designee, to award the contract for the 2023 Sidewalk Improvements Project (City Project No. 2023-04) to Nielsen Blacktopping & Concrete Inc.

RESOLUTION NO. 23-14

**REPORT OF BIDS AND AWARDING THE CONTRACT
FOR THE 2023 SIDEWALK IMPROVEMENTS PROJECT
(CITY PROJECT NO. 2023-04)**

WHEREAS, bids for construction of the 2023 Sidewalk Improvements Project were received and tabulated; and

WHEREAS, the lowest responsible bid was from Nielsen Blacktopping & Concrete Inc. of Kasota, Minnesota in the amount of \$52,928.75.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Waseca that the City Manager, or his designee, is hereby authorized and directed to enter into a contract with said bidder for construction of the 2023 Sidewalk Improvements Project (City Project No. 2023-04).

Adopted this 4th day of April 2023.

RANDY L. ZIMMERMAN
MAYOR

ATTEST:

JULIA HALL
CITY CLERK



BID TABULATION
2023 Sidewalk Improvements Project
City Project No. 2023-04

Item No.	MNDOT Spec. No.	Item Description	Units	Estimated Quantities	Engineer's Estimate		Nielsen Blacktopping & Concrete, Inc.	
					Unit Prices	Totals	Unit Prices	Totals
1	2021.501	MOBILIZATION	LS	1	\$10,000.00	\$10,000.00	\$7,500.00	\$7,500.00
2	2104.503	REMOVE CURB & GUTTER	LF	264	\$15.00	\$3,960.00	\$10.00	\$2,640.00
3	2104.503	SAWING BITUMINOUS PAVEMENT	LF	320	\$5.00	\$1,600.00	\$5.00	\$1,600.00
4	2104.503	SAWING CONCRETE PAVEMENT	LF	15	\$5.00	\$75.00	\$5.00	\$75.00
5	2104.504	REMOVE BITUMINOUS PAVEMENT	SY	85	\$25.00	\$2,125.00	\$7.00	\$595.00
6	2104.518	REMOVE CONCRETE WALK	SF	1,342	\$10.00	\$13,420.00	\$2.00	\$2,684.00
7	2302.502	DRILL & GROUT REINFORCEMENT BAR (EPOXY COATED)	EA	160	\$15.00	\$2,400.00	\$13.00	\$2,080.00
8	2521.518	4" CONCRETE WALK	SF	551	\$10.00	\$5,510.00	\$10.25	\$5,647.75
9	2521.518	6" CONCRETE WALK	SF	791	\$15.00	\$11,865.00	\$17.00	\$13,447.00
10	2531.503	CONCRETE CURB & GUTTER DESIGN B618	LF	264	\$45.00	\$11,880.00	\$40.00	\$10,560.00
11	2531.618	TRUNCATED DOMES	SF	60	\$55.00	\$3,300.00	\$60.00	\$3,600.00
12	2563.601	TRAFFIC CONTROL	LS	1	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00
13	2573.502	STORM DRAIN INLET PROTECTION	EA	8	\$250.00	\$2,000.00	\$125.00	\$1,000.00
Project Totals:					\$71,135.00		\$52,928.75	



Request for City Council Action

Title:	Purchase of Axon Body Worn Cameras and In-Car Video System		
Meeting Date:	April 4, 2023	Agenda Item Number:	7A
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Axon quotes State's agreement with Axon
Originating Department:	Waseca Police Department	Presented By:	Police Chief Vought
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Authorizing the purchase of Axon Body Worn Cameras (BWC) and FLEET, an In-Car Video System.		
How does this item pertain to Vision 2030 goals?	Creating high quality community assets.		

BACKGROUND: The Waseca Police Department does not have body worn cameras. The Department currently has a 10 year old Watchguard in-car camera system in squad cars that has a life expectancy of 5-8 years. Members of the Waseca Police Department have researched and participated in product demonstrations of three different systems. The preference would be to purchase the body worn cameras and Fleet, in-car camera system, from Axon. Axon is currently being used by a majority of law enforcement agencies in Minnesota and in the United States. Axon products are the industry standard and currently, for example, the MN BCA, MN State Patrol, MN DNR, Rochester Police Department, Faribault Police Department, and the Mankato Department of Public Safety have Axon systems. The Waseca Police Department also currently uses Axon Taser system and officers are already familiar with the evidence.com software.

The State of MN doesn't have a dedicated contract negotiated with Axon, but they have signed a "participating addendum" to a contract that Axon has with the procurement organization, National Association of State Procurement Official (NASPO). This is noted on the quotes for the BWC and Fleet quote.

Before implementation and deployment, per MN State Statute 626.8473, the Waseca Police Department would hold events to give the public an opportunity to comment on the use of body cameras as well as provide comments and input on the written departmental policy concerning their use.

BUDGET IMPACT: The Waseca Police Department will use monies already budgeted for in the Capital Improvement Plan for the next five years.

POLICY QUESTION: N/A

ALTERNATIVES CONSIDERED: Staff reviewed other systems and obtained a quote from Motorola Solutions and found that Axon was the choice that would be best for the Department.

RECOMMENDATION: Staff recommend purchasing the Axon BWC and Fleet for the Waseca Police Department.



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-467010-45009.906KM

Issued: 03/24/2023

Quote Expiration: 04/07/2023

Estimated Contract Start Date: 06/01/2023

Account Number: 108529

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice-303 State St S 303 State St S Waseca, MN 56093-3046 USA	WASECA POLICE DEPT-MN 303 State St S Waseca, MN 56093-3046 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kevin Milne Phone: Email: kmilne@axon.com Fax:	Penny Vought Phone: (507) 835-9720 Email: pennyv@ci.waseca.mn.us Fax: (507) 835-1678

Quote Summary

Program Length	60 Months
TOTAL COST	\$171,141.20
ESTIMATED TOTAL W/ TAX	\$171,141.20

Discount Summary

Average Savings Per Year	\$1,507.44
TOTAL SAVINGS	\$7,537.20

Payment Summary

Date	Subtotal	Tax	Total
May 2023	\$34,228.24	\$0.00	\$34,228.24
May 2024	\$34,228.24	\$0.00	\$34,228.24
May 2025	\$34,228.24	\$0.00	\$34,228.24
May 2026	\$34,228.24	\$0.00	\$34,228.24
May 2027	\$34,228.24	\$0.00	\$34,228.24
Total	\$171,141.20	\$0.00	\$171,141.20

Quote Unbundled Price:	\$178,678.40
Quote List Price:	\$170,751.20
Quote Subtotal:	\$171,141.20

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
BWCUwTAP	BWC Unlimited with TAP	18	60	\$105.92	\$98.58	\$98.58	\$106,466.40	\$0.00	\$106,466.40
A la Carte Hardware									
AB3C	AB3 Camera Bundle	18			\$749.00	\$749.00	\$13,482.00	\$0.00	\$13,482.00
AB3MBD	AB3 Multi Bay Dock Bundle	2			\$1,638.90	\$1,638.90	\$3,277.80	\$0.00	\$3,277.80
A la Carte Software									
73478	REDACTION ASSISTANT USER LICENSE	18	60		\$9.00	\$9.00	\$9,720.00	\$0.00	\$9,720.00
85760	Auto-Transcribe Unlimited Service	18	60		\$20.00	\$20.00	\$21,600.00	\$0.00	\$21,600.00
ProLicense	Pro License Bundle	2	60		\$39.00	\$42.25	\$5,070.00	\$0.00	\$5,070.00
A la Carte Services									
80146	VIRTUAL BODYCAM STARTER	1			\$1,575.00	\$1,575.00	\$1,575.00	\$0.00	\$1,575.00
85144	AXON STARTER	1			\$9,950.00	\$9,950.00	\$9,950.00	\$0.00	\$9,950.00
Total							\$171,141.20	\$0.00	\$171,141.20

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	20	05/01/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	18	05/01/2023
AB3 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	20	05/01/2023
AB3 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2	05/01/2023
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	05/01/2023
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	2	05/01/2023
BWC Unlimited with TAP	73309	AXON CAMERA REFRESH ONE	18	11/01/2025
BWC Unlimited with TAP	73689	MULTI-BAY BWC DOCK 1ST REFRESH	2	11/01/2025
BWC Unlimited with TAP	73310	AXON CAMERA REFRESH TWO	18	05/01/2028
BWC Unlimited with TAP	73688	MULTI-BAY BWC DOCK 2ND REFRESH	2	05/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	18	06/01/2023	05/31/2028
BWC Unlimited with TAP	73746	PROFESSIONAL EVIDENCE.COM LICENSE	18	06/01/2023	05/31/2028
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	6	06/01/2023	05/31/2028
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	2	06/01/2023	05/31/2028
A la Carte	73478	REDACTION ASSISTANT USER LICENSE	18	06/01/2023	05/31/2028
A la Carte	85760	Auto-Transcribe Unlimited Service	18	06/01/2023	05/31/2028

Services

Bundle	Item	Description	QTY
A la Carte	80146	VIRTUAL BODYCAM STARTER	1
A la Carte	85144	AXON STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	80464	EXT WARRANTY, CAMERA (TAP)	18	06/01/2023	05/31/2028
BWC Unlimited with TAP	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	2	05/01/2024	05/31/2028

Payment Details

May 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	73478	REDACTION ASSISTANT USER LICENSE	18	\$1,944.00	\$0.00	\$1,944.00
Year 1	80146	VIRTUAL BODYCAM STARTER	1	\$315.00	\$0.00	\$315.00
Year 1	85144	AXON STARTER	1	\$1,990.00	\$0.00	\$1,990.00
Year 1	85760	Auto-Transcribe Unlimited Service	18	\$4,320.00	\$0.00	\$4,320.00
Year 1	AB3C	AB3 Camera Bundle	18	\$2,696.40	\$0.00	\$2,696.40
Year 1	AB3MBD	AB3 Multi Bay Dock Bundle	2	\$655.56	\$0.00	\$655.56
Year 1	BWCUwTAP	BWC Unlimited with TAP	18	\$21,293.28	\$0.00	\$21,293.28
Year 1	ProLicense	Pro License Bundle	2	\$1,014.00	\$0.00	\$1,014.00
Total				\$34,228.24	\$0.00	\$34,228.24

May 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73478	REDACTION ASSISTANT USER LICENSE	18	\$1,944.00	\$0.00	\$1,944.00
Year 2	80146	VIRTUAL BODYCAM STARTER	1	\$315.00	\$0.00	\$315.00
Year 2	85144	AXON STARTER	1	\$1,990.00	\$0.00	\$1,990.00
Year 2	85760	Auto-Transcribe Unlimited Service	18	\$4,320.00	\$0.00	\$4,320.00
Year 2	AB3C	AB3 Camera Bundle	18	\$2,696.40	\$0.00	\$2,696.40
Year 2	AB3MBD	AB3 Multi Bay Dock Bundle	2	\$655.56	\$0.00	\$655.56
Year 2	BWCUwTAP	BWC Unlimited with TAP	18	\$21,293.28	\$0.00	\$21,293.28
Year 2	ProLicense	Pro License Bundle	2	\$1,014.00	\$0.00	\$1,014.00
Total				\$34,228.24	\$0.00	\$34,228.24

May 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73478	REDACTION ASSISTANT USER LICENSE	18	\$1,944.00	\$0.00	\$1,944.00
Year 3	80146	VIRTUAL BODYCAM STARTER	1	\$315.00	\$0.00	\$315.00
Year 3	85144	AXON STARTER	1	\$1,990.00	\$0.00	\$1,990.00
Year 3	85760	Auto-Transcribe Unlimited Service	18	\$4,320.00	\$0.00	\$4,320.00
Year 3	AB3C	AB3 Camera Bundle	18	\$2,696.40	\$0.00	\$2,696.40
Year 3	AB3MBD	AB3 Multi Bay Dock Bundle	2	\$655.56	\$0.00	\$655.56
Year 3	BWCUwTAP	BWC Unlimited with TAP	18	\$21,293.28	\$0.00	\$21,293.28
Year 3	ProLicense	Pro License Bundle	2	\$1,014.00	\$0.00	\$1,014.00
Total				\$34,228.24	\$0.00	\$34,228.24

May 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73478	REDACTION ASSISTANT USER LICENSE	18	\$1,944.00	\$0.00	\$1,944.00
Year 4	80146	VIRTUAL BODYCAM STARTER	1	\$315.00	\$0.00	\$315.00
Year 4	85144	AXON STARTER	1	\$1,990.00	\$0.00	\$1,990.00
Year 4	85760	Auto-Transcribe Unlimited Service	18	\$4,320.00	\$0.00	\$4,320.00
Year 4	AB3C	AB3 Camera Bundle	18	\$2,696.40	\$0.00	\$2,696.40

May 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	AB3MBD	AB3 Multi Bay Dock Bundle	2	\$655.56	\$0.00	\$655.56
Year 4	BWCUwTAP	BWC Unlimited with TAP	18	\$21,293.28	\$0.00	\$21,293.28
Year 4	ProLicense	Pro License Bundle	2	\$1,014.00	\$0.00	\$1,014.00
Total				\$34,228.24	\$0.00	\$34,228.24

May 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73478	REDACTION ASSISTANT USER LICENSE	18	\$1,944.00	\$0.00	\$1,944.00
Year 5	80146	VIRTUAL BODYCAM STARTER	1	\$315.00	\$0.00	\$315.00
Year 5	85144	AXON STARTER	1	\$1,990.00	\$0.00	\$1,990.00
Year 5	85760	Auto-Transcribe Unlimited Service	18	\$4,320.00	\$0.00	\$4,320.00
Year 5	AB3C	AB3 Camera Bundle	18	\$2,696.40	\$0.00	\$2,696.40
Year 5	AB3MBD	AB3 Multi Bay Dock Bundle	2	\$655.56	\$0.00	\$655.56
Year 5	BWCUwTAP	BWC Unlimited with TAP	18	\$21,293.28	\$0.00	\$21,293.28
Year 5	ProLicense	Pro License Bundle	2	\$1,014.00	\$0.00	\$1,014.00
Total				\$34,228.24	\$0.00	\$34,228.24

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract NASPO Contract No. OK-MA-145-015 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

3/24/2023



Non-Binding Budgetary Estimate



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-467013-45009.904KM

Issued: 03/24/2023

Quote Expiration: 04/07/2023

Estimated Contract Start Date: 03/01/2024

Account Number: 108529

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice-303 State St S 303 State St S Waseca, MN 56093-3046 USA	WASECA POLICE DEPT-MN 303 State St S Waseca, MN 56093-3046 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Lily Dokic Phone: Email: lyost@axon.com Fax:	Kris Markeson Phone: 507-837-9638 Email: krism@ci.waseca.mn.us Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$76,371.00
ESTIMATED TOTAL W/ TAX	\$76,371.00

Discount Summary

Average Savings Per Year	\$2,262.00
TOTAL SAVINGS	\$11,310.00

Payment Summary

Date	Subtotal	Tax	Total
Feb 2024	\$15,274.20	\$0.00	\$15,274.20
Feb 2025	\$15,274.20	\$0.00	\$15,274.20
Feb 2026	\$15,274.20	\$0.00	\$15,274.20
Feb 2027	\$15,274.20	\$0.00	\$15,274.20
Feb 2028	\$15,274.20	\$0.00	\$15,274.20
Total	\$76,371.00	\$0.00	\$76,371.00

Quote Unbundled Price: \$87,681.00
 Quote List Price: \$76,371.00
 Quote Subtotal: \$76,371.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3A	Fleet 3 Advanced	5	60	\$292.27	\$254.57	\$254.57	\$76,371.00	\$0.00	\$76,371.00
Total							\$76,371.00	\$0.00	\$76,371.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Advanced	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	5	02/01/2024
Fleet 3 Advanced	70112	AXON SIGNAL UNIT	5	02/01/2024
Fleet 3 Advanced	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	5	02/01/2024
Fleet 3 Advanced	72034	FLEET SIM INSERTION, VZW	5	02/01/2024
Fleet 3 Advanced	72036	FLEET 3 STANDARD 2 CAMERA KIT	5	02/01/2024
Fleet 3 Advanced	72040	FLEET REFRESH, 2 CAMERA KIT	5	02/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80400	FLEET, VEHICLE LICENSE	5	03/01/2024	02/28/2029
Fleet 3 Advanced	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	5	03/01/2024	02/28/2029
Fleet 3 Advanced	80402	RESPOND DEVICE LICENSE - FLEET 3	5	03/01/2024	02/28/2029
Fleet 3 Advanced	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	10	03/01/2024	02/28/2029

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced	73391	FLEET 3 DEPLOYMENT (PER VEHICLE)	5

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80379	EXT WARRANTY, AXON SIGNAL UNIT	5	03/01/2024	02/28/2029
Fleet 3 Advanced	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	5	02/01/2025	02/28/2029

Payment Details

Feb 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	Fleet3A	Fleet 3 Advanced	5	\$15,274.20	\$0.00	\$15,274.20
Total				\$15,274.20	\$0.00	\$15,274.20

Feb 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	Fleet3A	Fleet 3 Advanced	5	\$15,274.20	\$0.00	\$15,274.20
Total				\$15,274.20	\$0.00	\$15,274.20

Feb 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	Fleet3A	Fleet 3 Advanced	5	\$15,274.20	\$0.00	\$15,274.20
Total				\$15,274.20	\$0.00	\$15,274.20

Feb 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	Fleet3A	Fleet 3 Advanced	5	\$15,274.20	\$0.00	\$15,274.20
Total				\$15,274.20	\$0.00	\$15,274.20

Feb 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	Fleet3A	Fleet 3 Advanced	5	\$15,274.20	\$0.00	\$15,274.20
Total				\$15,274.20	\$0.00	\$15,274.20

Non-Binding Budgetary Estimate

This Rough Order of Magnitude estimate is being provided for budgetary and planning purposes only. It is non-binding and is not considered a contractable offer for sale of Axon goods or services.

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract NASPO Contract No. OK-MA-145-015 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.





Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996

August 12, 2020

Ms. Katie Wingate
Axon Enterprise, Inc.
17800 N. 85th Street
Scottsdale, AZ 85255

Dear Ms. Wingate:

The following documents are enclosed for you to complete and return:

- Participating Addendum No. 181678 for the provision of Public Safety / Law Enforcement Video & Vehicular Mounted Equipment, including all related integral and peripheral component materials and parts, and all related Services through NASPO ValuePoint Master Agreement Contract No. OK-MA-145-015.
- Minnesota Exhibit A, showing the Minnesota General Terms, Conditions, and Specifications, which includes the following:
 - Workforce Certification
 - Equal Pay Certification
 - Service and Delivery Form
 - Taxpayer Identification Form
- Diverse spend reporting required. Please send the information detailed in the attached Viva Welcome Letter to support@starssmp.com within two businesses days. The Viva company will send by email a link to the portal, log-in information, portal guidance manual and information on accessing the training video. More information on the State's Tier 2 program is provided herein.

Please sign and return **all sets** of documents **VIA EMAIL**
to **KIA XIONG** at kia.xiong@state.mn.us by **Date August 13, 2020**

- A certificate of insurance from your insurer, in the amounts called for in the Contract, **is required now.**
- In accordance with Minn. Stat. § 16A.40 the responder receiving the award of a Contract will be required to provide their bank routing information to the Department of Minnesota Management & Budget to enable payments to be made through Electronic Funds Transfer (EFT). According to our records, you are not currently enrolled and participating in EFT with the State of Minnesota. Please complete the enclosed EFT Authorization form and fax it to the Minnesota Management and Budget Office at Fax: 651.797.1305.

Instructions for properly completing the Contract documents are enclosed. Documents that are not properly executed will be returned to you. Failure to submit executed forms in the time required may result in cancellation of the award. Upon receipt of the properly executed forms, and after signatures are obtained from the appropriate State authorities, a copy of the completed Contract documents will be sent to your company.

If you have any questions, please contact me.

Sincerely,

Kia Xiong
Acquisition Management Specialist

Enclosure

INSTRUCTIONS

Return the signed sets of documents to the OSP office.

REQUIRED SIGNATURES:

- ◆ The documents must be signed by an **officer** of your company, e.g., president, vice president, assistant vice president, corporate secretary, assistant corporate secretary, treasurer, or assistant treasurer.
- ◆ If your company is a corporation, the signature of one corporate officer is binding. If your company is a partnership, the signature of one partner is binding.

If someone other than the corporate officers listed above signs the document (e.g., manager, sales manager, executive assistant, etc.), evidence of his or her authority to do so must accompany the document. The evidence can be either:

- A corporate power of attorney, or
- A **certified copy** of a board resolution authorizing the alternate signature with a letter attached and signed by a corporate officer stating the resolution is in force and effective

Diverse Spend Reporting Instructions

The State of Minnesota is committed to diversity and inclusion in public procurement. The State anticipates the total value of your Contract may exceed \$500,000, including all extension options, therefore you must track and report, on a quarterly basis, the amount paid to diverse businesses both: 1) directly to subcontractors performing under the Contract, and 2) indirectly to diverse businesses that provide supplies/services to your company (in proportion to the revenue from this Contract compared to your company's overall revenue).

Please send the following information to support@starssmp.com within two business days they will send by email a link to the portal, log-in information, portal guidance manual and information on accessing the training video.

Legal Company Name:	AXON Enterprise, Inc.
Doing Business As- Name (if different than legal name):	
SWIFT Contract No.	181678
Federal Tax ID:	86-0741227
Corporate Address:	17800 N. 85th St
Corporate City:	Scottsdale
Corporate State	AZ
Corporate Zip:	85255
Company Email:	contracts@axon.com
Primary Contact Name:	Katie Wingate
Primary Contact- Email	kwingate@axon.com

Once you are a registered user, please set up your contract in the portal. You will be able to access State of MN approved/certified suppliers from within the tool to add them as your subcontractors for a contract. If you have a supplier that is not available from the existing list, please follow the process for setting up each diverse subcontractor and supplier associated with this contract. This includes direct spend with diverse subcontractors, and also includes "indirect spend," which is the proportion of spend your company pays to diverse suppliers for items like office supplies, utilities, materials, cleaning services, and so on, that can be related back to your contract with the state.

Please contact the State of Minnesota Office of Equity in Procurement procurement.equity@state.mn.us if you have questions about using the portal, how subcontractors and suppliers are designated as diverse small businesses, and how quarterly reporting is used and monitored.

PARTICIPATING ADDENDUM

NASPO ValuePoint

For the provision of Public Safety / Law Enforcement Video & Vehicular Mounted Equipment Between the State of Minnesota and TASER International, Inc

NASPO ValuePoint Contract No. OK-MA-145-015

State of Minnesota Contract No. 181678

- 1. Scope:** This Participating Addendum covers the provision of Public Safety / Law Enforcement Video & Vehicular Mounted Equipment, including all related integral and peripheral component materials and parts, and all related Services. Minnesota and Cooperative Purchasing Venture Program members, as defined in the attached Minnesota Exhibit A, may purchase the products and/or services available in the Participating Addendum. The Participating Addendum is not a purchase order, nor does it guarantee any purchases will be made.
- 2. Changes:** The additional terms and conditions contained in Minnesota Exhibit A, which is attached and made part of the Participating Addendum, are hereby incorporated by reference. In the event of a conflict between the terms contained within Minnesota Exhibit A and the NASPO ValuePoint Master Agreement, Minnesota Exhibit A shall prevail. The parties agree that this provision of the Participating Addendum supersedes the Standard Contract Terms and Conditions set forth in the NASPO ValuePoint Master Agreement. In the event that any provision of the Participating Addendum or NASPO ValuePoint Master Price Agreement is contrary to Minnesota law, such provision shall be null and void. The Participating Addendum shall be governed by Minnesota law.

No price adjustments are allowed unless approved by the Lead State for the NASPO ValuePoint Master Agreement and adopted by the State of Minnesota through a fully executed Participating Addendum amendment.

- 3. State's Authorized Representative and Primary Contact:** The State's Authorized Representative and the primary contact individual for the Participating Addendum is identified below. All notifications to the State shall be in writing and addressed as follows:

Name: Kia Xiong or successor
Title: Acquisition Supervisor
Address: Minnesota Department of Administration
Office of State Procurement
50 Sherburne Ave., 112 Administration Bldg.
St. Paul, MN 55155
Telephone: 651.201.2436
Fax: 651.297.3996
E-mail: kia.xiong@state.mn.us

- 4. Subcontractors:** This contract does not offer subcontracting.
- 5. Orders:** Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Addendum shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.
- 6. Authorized Signature:** The Participating Addendum must be fully and properly executed by an officer or other authorized representative of the responder. If the responder is a corporation, a secretarial certificate or the corporate minutes showing that the signing officer has authority to contractually obligate the corporation should be furnished. Where the corporation has designated an attorney-in-fact, the power of attorney form should be furnished. If the responder is a partnership, a letter of authorization should be furnished signed by one of the general partners. A sole proprietor must sign the response. Proof of authority of the person signing the response must be furnished upon request.

The following documents, in order of precedence, are incorporated herein by reference and constitutes the entire Contract between the Contract Vendor and the State:

- a. The Minnesota Participating Addendum
- b. The NASPO ValuePoint Master Agreement
- c. The NASPO ValuePoint Solicitation
- d. Response to the NASPO ValuePoint Solicitation

In the event of a conflict in language among any of these documents, the terms and conditions set forth and/or referenced in this Participating Addendum shall prevail over conflicting terms and conditions. The order of precedence between documents following the Minnesota Participating Addendum shall be read as consistent with the Order of Precedence established in Clause 2 of the Summary section (Master Agreement Order of Precedence) of the Master Agreement.

IN WITNESS WHEREOF, the parties have executed the Participating Addendum as of the date of execution by all parties below.

<p>1. Contract Vendor: AXON ENTERPRISE, INC.</p> <p>The Contract Vendor certifies that the appropriate person(s) have executed this Participating Addendum on behalf of the Contract Vendor as required by applicable articles, bylaws, resolutions, or ordinances.</p> <p>DocuSigned by: By:  Signature Robert Driscoll Printed Name</p> <p>Title: <u>VP, Assoc. General Counsel</u></p> <p>Date: <u>8/13/2020 8:51 AM MST</u></p> <p>By: _____ Signature</p> <p>Printed Name</p> <p>Title: _____</p> <p>Date: _____</p>	<p>2. Government Entity: State of Minnesota Office of State Procurement</p> <p>In accordance with Minn. Stat. § 16C.03, Subd. 3. DocuSigned by: By:  994FBA5001D42F... Title: <u>Acquisition Management Specialist</u></p> <p>Date: <u>10/8/2020</u></p> <p>3. State of Minnesota Commissioner of Administration</p> <p>Or delegated representative DocuSigned by: By:  68D02A26D7604BA... Date: <u>10/8/2020</u></p>
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Minnesota Exhibit A**Minnesota General Terms, Conditions, and Specifications****1. DEFINITIONS.**

- 1.1 CPV Members. The Cooperative Purchasing Venture (CPV) program was established by Minn. Stat. § 16C.03, subd. 10, which authorizes the commissioner of the Minnesota Department of Administration (Commissioner of Administration) through its Office of State Procurement (OSP) to enter into a cooperative purchasing agreement for the provision of goods, services, and utilities” with one or more governmental units and other entities as described in Minn. Stat. § 471.59, subd. 1 and Minn. Stat. § 16C.03, subd. 10. Based on this authority, the Commissioner of Administration enters into a joint powers agreement that designates OSP as the authorized purchasing agent for the governmental unit or other entity. Governmental units and other entities joining the program are given an access code which identifies them as CPV members and permits them to access the OSP website to get information about commodities and/or services available on the State of Minnesota (State) contracts. Governmental units and other entities who are not members of the CPV program are not authorized to use the contract prices. The Contract Vendor agrees to provide the contract to CPV members at the same prices, terms, conditions, and specifications. For additional information, visit the OSP website at www.mmd.admin.state.mn.us. CPV members permitted to use this contract must be located within the State of Minnesota.
- 1.2 State Agencies. This term applies only to State agencies and departments, as defined in Minn. Stat. §§ 15.01 and 15.021.
- 1.3 Ordering Entity. This term applies to any State Agency or CPV Member when allowed in the Participating Addendum.
- 1.4 State and State of Minnesota. These two terms apply to the Minnesota Department of Administration, Office of State Procurement (OSP), representing the State of Minnesota as the contracting agency for the Participating Addendum.
- 1.5 Contract Vendor and Contractor. These two terms apply to the awarded vendor from the NASPO ValuePoint Master Agreement that OSP selects to receive a Participating Addendum.
- 1.6 Contract. Contract is defined as the Minnesota Participating Addendum, which incorporates the NASPO ValuePoint Master Agreement and related documents.
- 1.7 EFFECTIVE DATE and CONTRACT PERIOD. The Contract shall be effective upon the date of final execution by the State of Minnesota. The Contract term will begin on the date of Participating Addendum execution, to January 31, 2021, with the option to extend up to an additional 12 months, upon agreement by all parties.

2. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE.

- 2.1 Assignment. The Contractor may neither assign nor transfer any rights or obligations under this Contract without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.
- 2.2 Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.
- 2.3 Waiver. If the State fails to enforce any provision of this Contract, that failure does not waive the provision or its right to enforce it.
- 2.4 Contract Complete. This Contract contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

3. TERMINATION.

- 3.1 Termination by the State. The State or Commissioner of Administration may cancel this Contract at any time, with or without cause, upon 30 days' written notice to the Contractor. Upon termination, the Contractor will be entitled to payment, determined on a pro rata basis, for services or goods satisfactorily performed or delivered.
- 3.2 Termination for Default. If the Contractor fails to perform according to the contract terms and conditions, the State is authorized to cancel the Contract or purchase order, or any portion of it, if Contractor does not cure the default

within 30 days of notice of default. In the event of default, the State reserves the right to pursue any other remedy available by law. A Contractor may be removed from the vendors list, suspended or debarred from receiving a Contract for failure to comply with terms and conditions of the Contract, or for failure to pay the State for the cost incurred on the defaulted Contract.

3.3 Termination for Insufficient Funding. The State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the Contractor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available. The State will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Contractor notice of the lack of funding within a reasonable time of the State's receiving that notice.

4. STATE AUDITS (Minn. Stat. § 16C.05, Subd. 5). The books, records, documents, and accounting procedures and practices of the Contract Vendor or other party, that are relevant to the Contract or transaction are subject to examination by the contracting agency and either the Legislative Auditor or the State Auditor as appropriate for a minimum of six years after the end of the Contract or transaction.

The State reserves the right to authorize delegate(s) to audit this Contract and transactions.

5. ANTITRUST. The Contract Vendor hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with the Participating Addendum resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State.

6. INSURANCE. If applicable, prior to execution of the Participating Addendum, the Contract Vendor will be required to provide a copy of a Certificate of Insurance, including workers' compensation insurance coverage requirements of Minn. Stat. § 176.181 subd. 2, and other coverages per the insurance requirements if included in the Participating Addendum.

6.1 The following change has been made to be in compliance with Minnesota insurance requirements.

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$2million per occurrence/\$2 million general aggregate;

7. INDEMNIFICATION, HOLD HARMLESS, AND LIMITATION OF LIABILITY. The Contract Vendor shall indemnify, protect, save and hold harmless the State, its representatives and employees, from any and all claims or causes of action, including all legal fees incurred by the State arising from the negligent performance of the Contract by the Contract Vendor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contract Vendor may have with the State's failure to fulfill its obligations pursuant to the Contract.

For clarification and not as a limitation, the Contract Vendor hereby expressly extends, in addition to the other terms, conditions and specifications of the Contract, the foregoing defense and indemnification obligations to Cooperative Purchasing Venture (CPV) Members, including Board of Trustees of the Minnesota State Colleges and Universities, in addition to Agency as defined in Minn. Stat. 16.C.02, in addition to the legislative and judicial branches and constitutional offices of state government.

The State agrees that Contractor, its principals, members and employees shall not be liable to the State for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the goods provided or services performed hereunder for an aggregate amount in excess of \$2,000,000 for claims or personal injury or death and \$1,000,000 or the total purchase amount of the Ordering Entity's purchase that the claim arises out of, whichever is greater, for all other claims. This limitation of liability does not apply to Contractor's obligation to indemnify, defend and hold the State harmless against intellectual property infringement claims under paragraphs titled and included in this Agreement. This indemnification does not include liabilities caused by the State's gross negligence or intentional wrongdoing of the State.

8. LAWS AND REGULATIONS. Any and all services, articles or equipment offered and furnished must comply fully with all local, State and federal laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination and business registration requirements of the Office of the Minnesota Secretary of State.

- 9. GOVERNMENT DATA PRACTICES.** The Contract Vendor and the State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State to the Contract Vendor and all data provided to the State by the Contract Vendor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contract Vendor in accordance with the Contract that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

To the extent allowable by law, in the event the Contract Vendor receives a request to release the data referred to in this article, the Contract Vendor must notify the State with a reasonable amount of time, not to exceed 3 business days. The State will give the Contract Vendor instructions concerning the release of the data to the requesting party before the data is released and the Contract Vendor will follow these instructions to the extent allowed by law. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contract Vendor or the State.

The Contract Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Contract. In the event that the Contract Vendor subcontracts any or all of the work to be performed under the Contract, the Contract Vendor shall retain responsibility under the terms of this article for such work.

- 10. RISK OF LOSS OR DAMAGE.** The State is relieved of all risks of loss or damage to the goods and/or equipment during periods of transportation.
- 11. GOVERNING LAW.** The Contract will be construed in accordance with and performance governed by the laws of the State of Minnesota. Except to the extent that the provisions of the Contract are clearly inconsistent therewith, the Contract shall be governed by the Uniform Commercial Code (UCC) as adopted by the State of Minnesota. To the extent the Contract entails delivery or performance of services, the services will be deemed "goods" within the meaning of the UCC, except when to deem such services as "goods" is unreasonable.
- 12. JURISDICTION AND VENUE.** The Contract, its amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of the Contract or breach thereof shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota. The Contract Vendor voluntarily agrees to be subject to the jurisdiction of Minnesota for all proceedings arising out of the Contract, or any breach thereof.
- 13. HUMAN RIGHTS/AFFIRMATIVE ACTION.** The State requires affirmative action compliance by its Contract Vendors in accordance with Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600.

13.1 Covered contracts and Contract Vendors. One-time acquisitions, or a contract for a predetermined amount of goods and/or services, where the amount of your response is in excess of \$100,000 requires completion of the Affirmative Action Certification page. If the solicitation is for a contract for an indeterminate amount of goods and/or services, and the State estimated total value of the contract exceeds \$100,000 whether it will be a multiple award contract or not, you must complete the Affirmative Action Certification page. If the contract dollar amount or the State estimated total contract amount exceeds \$100,000 and the Contract Vendor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, the Contract Vendor must comply with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600. A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600 that had more than 40 full-time employees within Minnesota on a single working day during the previous 12 months must have a certificate of compliance issued by the commissioner of the Department of Human Rights (certificate of compliance). A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 that did not have more than 40 full-time employees on a single working day during the previous 12 months within Minnesota but that did have more than 40 full-time employees in the state where it has its principal place of business and that does not have a certificate of compliance must certify that it is in compliance with federal affirmative action requirements.

13.2 Minn. Stat. § 363A.36, subd. 1 requires the Contract Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the commissioner of the Department of Human Rights (commissioner) as indicated by a certificate of compliance. Minn. Stat.

§ 363A.36 addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

- 13.3 Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Contract Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3552-5000.3559.
- 13.4 Disabled Workers. Minn. R. 5000.3550 provides the Contract Vendor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

- (a) The contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - (b) The contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (c) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - (e) The contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Minn. Stat. § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- 13.5 **Consequences.** The consequences of a Contract Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of the Contract by the commissioner or the State.
- 13.6 **Certification.** The Contract Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance. It is agreed between the parties that Minn. Stat. 363.36 and Minn. R. 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. 363A.36 and Minn. R. 5000.3400 to 5000.3600 are available upon request from the contracting agency.

14. EQUAL PAY CERTIFICATION. If the Response to this solicitation could be in excess of \$500,000, the Responder must obtain an Equal Pay Certificate from the Minnesota Department of Human Rights (MDHR) or claim an exemption prior to contract execution. A responder is exempt if it has not employed 40 or more full-time employees on any single working day during the previous 12 months in Minnesota or the state where it has its primary place of business. Please contact MDHR with questions at: 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or at compliance.MDHR@state.mn.us.

15. PROMPT PAYMENT AND INVOICING. Minn. Stat. § 16A.124 requires payment within 30 days following receipt of an undisputed invoice, merchandise or service, whichever is later. Terms requesting payment in less than 30 days will be changed to read "Net 30 days." Notwithstanding the foregoing, the State may pay the Contractor in advance for purchases as allowed pursuant to Minn. Stat. §16A.065. The Ordering Entity is not required to pay the Contract Vendor for any goods and/or services provided without a written purchase order or other approved ordering document from the appropriate Ordering Entity. In addition, all goods and/or services provided must meet all terms, conditions and specifications of the Contract and the ordering document and be accepted as satisfactory by the Ordering Entity before payment will be issued.

15.1 **Conditions of Payment.** The Contract Vendor under the Contract must be in accordance with the Contract as determined by the sole discretion of the State's Authorized Representative and be in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Minnesota Secretary of State.

15.2 **Invoicing.** Each invoice should at a minimum include:

- Customer name
- Minnesota Contract number
- Item description
- Item quantity
- List price (for cost plus pricing, the actual cost)
- Contract discount (or cost plus mark up, when applicable)
- Price after discount (or price after cost plus mark up, when applicable)

16. PURCHASE ORDERS (PO). The State requires that there will be no minimum order requirements or charges to process an individual purchase order unless otherwise stated in the Contract. The Contract number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.). The Ordering Entity's purchase order constitutes a binding contract.

17. TAXES. DO NOT add sales tax to the prices being offered. Unless otherwise instructed by the State, agencies will pay all applicable taxes directly to the Department of Revenue. Per Department of Revenue Tax Fact Sheet 142, State agencies are not required to submit an ST3 form to their suppliers. See [website](http://www.revenue.state.mn.us) at <http://www.revenue.state.mn.us>.

If orders are issued by Cooperative Purchasing Venture (CPV) Members, the Contract Vendor should confirm all of the tax requirements with the Ordering Entity.

18. DEFAULT. All commodities and services furnished will be subject to inspection and acceptance by the Ordering Entity after delivery. No substitutions or cancellations are permitted without approval of the Ordering Entity. In the event of default, the State reserves the right to pursue any other remedy available by law. A Contract Vendor may be removed from the vendor's list, suspended or debarred from receiving a Contract for failure to comply with the terms and conditions of the Contract, or for failure to pay the State for the cost incurred on the defaulted Contract.

19. SHIPPING REQUIREMENTS. All shipments shall be FOB Destination. Freight charges shall be prepaid and added unless otherwise stated in the NASPO ValuePoint Master Agreement.

20. ASSIGNMENT. The Contract Vendor shall not sell, transfer, assign, or otherwise dispose of the Contract or any portion hereof or of any right, title, or interest herein without the prior written consent of the State's Authorized Representative. Such consent shall not be unreasonably withheld. The Contract Vendor shall give written notice to the State's Authorized Representative of such a possibility at least 30 days prior to the sale, transfer, assignment, or other disposition of the Contract. Failure to do so may result in the Contract Vendor being held in default. This consent requirement includes reassignment of the Contract due to a change in ownership, merger, or acquisition of the Contract Vendor or its subsidiary or affiliated corporations. This section shall not be construed as prohibiting the Contract Vendor's right to assign the Contract to corporations to provide some of the services hereunder. Notwithstanding the foregoing acknowledgment, the Contract Vendor shall remain solely liable for all performance required and provided under the terms and conditions of the Contract.

21. INTELLECTUAL PROPERTY INDEMNIFICATION. The Contract Vendor warrants that any materials or products provided or produced by the Contract Vendor or utilized by the Contract Vendor in the performance of the Contract will not infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against the State, the State shall promptly notify the Contract Vendor. The Contract Vendor, at its own expense, shall indemnify, defend to the extent permitted by the Minnesota Attorney

General's Office, and hold harmless the State against any loss, cost, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the State.

If such a claim has occurred, or in the Contract Vendor's opinion is likely to occur, the Contract Vendor shall either procure for the State the right to continue using the materials or products or refund the purchase price of the infringing materials or products. If an option satisfactory to the State is not reasonably available, the State shall return the materials or products to the Contract Vendor, upon written request of the Contract Vendor and at the Contract Vendor's expense. This remedy is in addition to any other remedy provided by law.

- 22. PARTICIPATING ADDENDUM AMENDMENTS.** Except as provided herein, the Participating Addendum shall be modified only by written amendment duly executed by an authorized representative of the State and the Contract Vendor. No alteration or variation of the terms and conditions of the Participating Addendum shall be valid unless made in writing and signed by the parties as required by law. Every amendment shall specify the date on which its provisions shall be effective. An approved Participating Addendum amendment means one approved by the authorized signatories of the Contract Vendor and the State as required by law.
- 23. TERMINATION OF THE PARTICIPATING ADDENDUM.** The Participating Addendum may be canceled by the State or the Commissioner of Administration at any time, with or without cause, upon 30 days written notice to the Contract Vendor. In the event the Contract Vendor is in default, the Participating Addendum is subject to immediate cancellation if the Vendor does not cure such breach within 30 days of written notice from the State describing the breach to the extent allowable by applicable law. In the event of such a cancellation, the Contract Vendor shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed and accepted. The Contract Vendor may request to cancel the Participating Addendum without cause but must receive written approval from the State. The Contract Vendor may terminate this Participating Addendum in the event the State is in breach of this Contract and the Contract Vendor provides written notice to the State describing the breach and the breach remains uncured for 30 days.
- 24. TERMINATION DUE TO END OF AVAILABILITY.** If Contractor discontinues, retires or plans to retire or discontinue COMMAND Cloud Services and/or Services for its customers generally, Contractor shall provide 120 days advance notice of the retirement date and available alternative services available, if any, or the date to be discontinued.
- 25. ADMINISTRATIVE PERSONNEL CHANGES.** After execution of this Participating Addendum the State must be notified of intended changes in the Contract Vendor's administrative personnel as soon as practicable.
- 26. PUBLICITY.** Any publicity given to the program, publications or services provided resulting from a State contract for goods or services, including but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contract Vendor, or its employees individually or jointly with others, or any subcontractors, shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Contract prior to its approval by the State's Authorized Representative and the State's Assistant Director or designee of Office of State Procurement.
- The Contract Vendor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of the Contract without the prior written consent of the State's Assistant Director or designee of the Office of State Procurement. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.
- 27. AMERICANS WITH DISABILITIES ACT (ADA).** Products provided under the Contract must comply with the requirements of the Americans With Disabilities Act (ADA). The Contract Vendor's catalog and other marketing materials utilized to offer products under the Contract must state when a product is not in compliance. If any descriptive marketing materials are silent as to these requirements, the Contract Vendor agrees that the customer can assume the product meets or exceeds the ADA requirements.
- 28. IT ACCESSIBILITY STANDARDS.** Contract Vendor acknowledges and is fully aware of the accessibility requirements of Minnesota Statutes section 16E.03 and the State of Minnesota Accessibility Standards – available online at http://mn.gov/oet/images/Stnd_State_Accessibility.pdf or <http://mn.gov/oet/> – that incorporate both Section 508 of the Rehabilitation Act and Web Content Accessibility Guidelines 2.0 level 'AA'. The Standards apply to web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. If website, training or any of the above available through this contract, Contract Vendor agrees to develop functionality which supports accessibility. Contract Vendor warrants that its products and services comply with the above-mentioned accessibility standards and agrees to indemnify, defend, and hold harmless the State against any claims related to nonconformance of Contract Vendor's product or services. If any issues arise due to nonconformance with the above-mentioned accessibility Standards, Contract Vendor agrees to provide alternative solutions upon request at no additional charge to the State.

29. NONVISUAL ACCESS STANDARDS. Pursuant to Minn. Stat. § 16C.145, the Contract Vendor shall comply with the following nonvisual technology access standards to the extent required by law:

- 29.1 That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- 29.2 That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- 29.3 That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- 29.4 That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.
- 29.5 Executive branch state agencies subject to Section 16E.03, subdivision 9, are not required to include nonvisual technology access standards developed under this Section in contracts for the procurement of information technology.
- 29.6 These standards are not applicable for installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

30. SECURITY AND DATA PROTECTION. Contract Vendor is responsible for the security and protection of State Data subject to and related to Cloud Services in this Contract. For avoidance of doubt, this does not include Non-Content Data as defined below. The terms, conditions, and provisions of this Security and Data Protection section take precedence and will prevail over any other terms, conditions, and provisions of the Contract, **including any Contract Vendor Terms and Conditions contained in the Master Agreement, if** in conflict. This Security and Data Protection section, including its sub-sections, survives the completion, termination, expiration, or cancellation of the Contract. For the purposes of this Security and Data Protection section, the following terms have the following meanings:

“Cloud Services” includes “cloud computing” as defined by the U.S. Department of Commerce, NIST Special Publication 800-145 (currently available online at: <http://nvlpubs.nist.gov/nistpubs/Legacy/SP/nistspecialpublication800-145.pdf>) and any other software, hardware, hosting service, subscription, or other service or product by which Contract Vendor stores, transmits, processes or otherwise has access to State data.

“State” means the State, or a cooperative purchasing venture (“CPV”) member when the CPV member is the Ordering Entity (if CPV purchases are permitted under this Contract).

“Data” has the meaning of “government data” in Minn. Stat. § 13.02, subd. 7.

“Non-Content Data” is configuration and usage information data about State’s Cloud Services tenant within Contractor’s Cloud Services offering, Axon devices and client software, and user data that is transmitted or generated when using Contractor devices. Non-Content Data includes data about users captured during account management and customer support activities.

“Not public data” has the meaning in Minn. Stat. § 13.02, subd. 8a.

“Security incident” means any actual, successful or suspected: (1) improper or unauthorized access to, viewing of, obtaining of, acquisition of, use of, disclosure of, modification of, alteration to, loss of, damage to or destruction of State data; (2) interference with an information system; (3) disruption of or to Contract Vendor’s service(s); or (4) any similar or related incident.

“Privacy incident” means violation of the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13); violation of federal data disclosure or privacy requirements in federal laws, rules and regulations; or breach of a contractual obligation to protect State data. This includes, but is not limited to, improper or unauthorized access to, viewing of, obtaining of, acquisition of, use of, disclosure of, damage to, loss of, modification of, alteration to or destruction of State data protected by such State or federal laws or by contract.

- 30.1 Data Ownership. The State solely and exclusively owns and retains all right, title and interest, whether express or implied, in and to any and all State Data. Contract Vendor has no and acquires no right, title or interest, whether express or implied, in and to State Data.

Contract Vendor will only use State Data for the purposes set forth in the Contract. Contract Vendor will only access State Data as necessary for performance of this Contract. Contract Vendor will not access State user accounts except to respond to service or technical problems or at the State's specific request.

To the extent allowable by law, in the event Contract Vendor receives a request to release any State data, Contract Vendor must notify the State's data practices compliance official within a reasonable amount of time not to exceed 3 business days. The State will give Contract Vendor instructions concerning the release of the data to the requesting party before the data is released. To the extent allowable by law, Contract Vendor must comply with the State's instructions. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data by Contract Vendor.

- 30.2 Notification of Incidents. If Contract Vendor becomes aware of or has reasonable suspicion of a privacy incident or security incident regarding any State Data, Contract Vendor must report such incident to the State and the State Chief Information Security Officer as soon as possible, but no later than forty-eight (48) hours after such incident. The decision to notify the affected data subjects and the form of such notice following report of a privacy incident or security incident are the responsibility of the State. Notwithstanding anything to the contrary in this Contract, Contract Vendor will indemnify, hold harmless and defend the State and its officers, and employees for and against any claims, damages, costs and expenses related to any privacy incident or security incident involving any State data resulting from any negligent act or omission or willful misconduct of the Contract Vendor. For purposes of clarification, the foregoing sentence shall in no way limit or diminish Contract Vendor's obligation(s) to indemnify, save, hold harmless, or defend the State under any other term of this Contract. Contract Vendor will reasonably mitigate any harmful effects resulting from any privacy incident or security incident involving any State Data.

- 30.3 Security Program. Contract Vendor will make best efforts to protect and secure the State Data related to this Contract. Contract Vendor will establish and maintain an Information Security Program ("Program") that includes an information security policy applicable to any and all Cloud Services ("Policy"). Contract Vendor's Program and Policy must align with appropriate industry security frameworks and standards such as National Institute of Standards and Technology ("NIST") 800-53 Special Publication Revision 4, Federal Information Processing Standards ("FIPS") 199, Federal Risk and Authorization Management Program ("FedRamp"), or Control Objectives for Information and Related Technology ("COBIT").

Upon the State's request, Contract Vendor will make its ISO Certifications available to the State on a confidential, need-to-know basis, along with other related information reasonably requested by the State regarding Contract Vendor's security practices and policies. Unless inconsistent with applicable laws, Contract Vendor and the State must treat the Policy and related information on security practices and policies that are specific to the State as confidential information and as not public data pursuant to Minn. Stat. § 13.37.

- 30.4 Data Management. Contract Vendor will not use State Data, including production data, for testing or development purposes unless authorized in writing by the State Chief Information Security Officer or delegate. Contract Vendor will implement and maintain procedures to physically and logically segregate State Data, unless otherwise explicitly authorized by the State Chief Information Security Officer or delegate.

- 30.5 Data Encryption. Contract Vendor must encrypt all State data at rest and in transit, in compliance with FIPS Publication 140-2 or applicable law, regulation or rule, whichever is a higher standard. Contract Vendor will secure and protect all encryption keys to State data. Encryption keys to State data will only be accessed by Contract Vendor as necessary for performance of this Contract.

- 30.6 Data Storage. Contract Vendor warrants that any and all State Data will be stored, processed, and maintained solely on designated servers and that no such data at any time will be processed on or transferred to any portable computing device or any portable storage medium, unless that storage medium is in use as part of the Contract Vendor's designated backup and recovery processes.

- 30.7 Data Center and Monitoring/Support Locations. During the term of the Contract, Contract Vendor will: (1) locate all production and disaster recovery data centers that store, process or transmit State Data only in the continental United States and (2) store, process and transmit State Data only in the continental United States.

- 30.8 Security Audits & Remediation. Contract Vendor will audit the security of the systems and processes used to provide any and all Cloud Services, including those of the data centers used by Contract Vendor to provide

any and all Cloud Services to the State. This security audit: (1) will be performed at least once every calendar year beginning with 2020; (2) will be performed according Statement on Standards for Attestation Engagements ("SSAE") 16 Service Organization Control ("SOC") 2, International Organization for Standardization ("ISO") 27001, or FedRAMP; (3) will be performed by third party security professionals at Contract Vendor's election and expense; (4) will result in the generation of an audit report ("Contract Vendor Audit Report"), which will, to the extent permitted by applicable law, be deemed confidential information and as not public data under the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13); and (5) may be performed for other purposes in addition to satisfying this section.

Upon the State's reasonable, advance written request, Contract Vendor will provide to the State a copy of the Contract Vendor Audit Report.

Contract Vendor will make best efforts to remediate any control deficiencies identified in the Contract Vendor Audit Report in a commercially reasonable timeframe.

If the State becomes aware of any other Contract Vendor controls that do not substantially meet the State's requirements, the State may request remediation from Contract Vendor. Contract Vendor will make best efforts to remediate any control deficiencies identified by the State or known by Contract Vendor, in a commercially reasonable timeframe.

- 30.9 Subcontractors and Third Parties. Contract Vendor warrants that no State Data will be transmitted, exchanged or otherwise provided to other parties except as specifically agreed to in writing by the State Chief Information Security Officer or delegate. Contract Vendor must ensure that any contractors, subcontractors, agents and others to whom it provides State Data, agree in writing to be bound by the same restrictions and conditions under this Contract that apply to Contract Vendor with respect to such Data.
- 30.10 Compliance with Data Privacy and Security Laws and Standards. Contract Vendor shall comply with all applicable State and federal data privacy and data security laws, rules, and regulations.
- 30.11 Remedies. Contract Vendor acknowledges that the State, because of the unique nature of its Data, would suffer irreparable harm in the event that Contract Vendor breaches its obligation under this Security and Data Protection section, and monetary damages may not adequately compensate the State for such a breach. In such circumstances, the State will be entitled, in addition to monetary relief, to injunctive relief or specific performance as may be necessary to restrain any continuing or further breach by Contract Vendor.
- 30.12 Business Continuity. Contract Vendor shall have written business continuity and disaster recovery plans that define the roles, responsibilities and procedures necessary to ensure that Cloud Services provided under this Contract shall be maintained continuously in the event of a disruption to the Contract Vendor's operations, regardless of the cause of the disruption. Such plans must, at a minimum, define the Contract Vendor's actions to address the impacts of the following key areas likely to cause a disruption to Contract Vendor's operations: loss of key personnel, loss of facility, and loss of information technology. Contract Vendor must conduct testing and review of its business continuity and disaster recovery plan at least annually. Upon State request, Contract Vendor must also participate, at mutually agreed upon times and to a mutually agreed upon extent, in State business continuity and disaster recovery testing, training, and exercise activities.

In the event of termination or cancellation of this Contract for any reason, the Contract Vendor shall continue to provide any then-existing Cloud Services for 90 days. There will be no functionality of the Cloud Services during these 90-days other than the ability to retrieve State Data. Contractor has no obligation to maintain or provide State Data after these 90-days and will thereafter, unless legally prohibited, delete all State Data. The Contract Vendor shall refund to the State any unused portion of payments for Cloud Services.

- 30.13 Background Checks. Contract Vendor represents that it has conducted and will conduct background investigations into all of Contract Vendor's agents, employees, and subcontractors that will provide Cloud Services to the State. Such background investigations must have been or will be conducted by investigating local, state and federal criminal records, local, state and federal civil case records, and employment references.

If any provision of this sub-section is found to violate any applicable laws, rules, or State policies, then the Contract Vendor will be relieved of all obligations arising under such provision. Notwithstanding anything to the contrary in this sub-section, this sub-section is only applicable and effective to extent that it is consistent with applicable laws, rules, and State policies.

- 30.14 Secure Coding. Contract Vendor warrants that all Cloud Services are free from any and all defects in materials, workmanship, and design. Contract Vendor warrants that all Cloud Services are free from any and

all viruses, malware, and other harmful or malicious code. Contract Vendor must scan all source code for vulnerabilities, including before and after any source code changes are made and again before being placed into production, and must promptly remediate any and all vulnerabilities. Contract Vendor must follow best practices for application code review and the most current version of the OWASP top 10.

- 30.15 Compliance with Data Privacy and Security Laws and Standards. Contract Vendor must comply with all requirements, restrictions, and conditions that apply to the Office of MN.IT Services in the July 1, 2015, Amended MNsure Data Sharing Contract, currently available at <https://www.mnsure.org/images/MNIT-MNsure-data-sharing-Contract-2015-07.pdf>, and as amended. This document, as amended, is fully incorporated herein.

Contract Vendor shall comply with the Health Insurance Portability Accountability Act ("HIPAA"), the HITECH Act, and other similar privacy laws. Contract Vendor also shall comply with the HIPAA Privacy Rule, HIPAA Security Rule, and other similar rules, regulations, and laws, including future amendments thereto.

Contract Vendor shall comply with all applicable requirements, restrictions, and conditions set forth in the Criminal Justice Information Services ("CJIS") – Security Policy, Version 5.3, dated 8/4/2014, including, but not limited to, conducting FBI fingerprint background checks on all of Contract Vendor's agents, employees, and subcontractors that have or will have access to Criminal Justice Information ("CJI").

Contract Vendor acknowledges that for the purposes of this Contract when storing, processing, transmitting or otherwise accessing State data subject to the Family Educational Rights and Privacy Act ("FERPA"), it is designated as a "school official" with "legitimate educational interests" in State Data and associated metadata, as those terms have been defined under FERPA and its implementing regulations, and Contract Vendor agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials. Contract Vendor shall use State Data only for the purpose of fulfilling its duties under the Contract and it will not monitor or share such Data with or disclose it to any third party except as provided for in this Contract, as required by law, or as authorized in writing by the State. By way of illustration and not of limitation, Contract Vendor will not use such Data for Contract Vendor's own benefit and, in particular, will not engage in "data mining" of such Data or communications, whether through automated or human means, except as necessary to fulfill its duties under this Contract, or as specifically and expressly provided for in this Contract, as required by law, or authorized in writing by the State. Contract Vendor agrees, upon request, to provide the State with a written summary of the procedures Contract Vendor uses to safeguard State Data.

All of Contract Vendor's systems and components that process, store, or transmit Cardholder Data shall comply with the most recent version of the Payment Card Industry Data Security Standard ("PCI DSS") promulgated by the PCI Security Standards Council, currently available online at: https://www.pcisecuritystandards.org/document_library. The Contract Vendor shall, upon request, provide the State with Contract Vendor's current Attestation of Compliance signed by a PCI QSA ("Qualified Security Assessor"). For purposes of this sub-section, "Cardholder Data" has the meaning defined by the PCI Security Standards Council, Payment Card Industry (PCI) Data Security Standard (DSS) and Payment Application Data Security Standard (PA-DSS), Glossary of Terms, Abbreviations, and Acronyms, currently available online at: https://www.pcisecuritystandards.org/document_library.

Contract Vendor shall comply with IRS Publication 1075, Exhibit 7, which is incorporated herein. For the term of this Contract, Contract Vendor will maintain an ISO 27001 Certification for any and all Cloud Services provided under this Contract.

31. The following apply in addition to the general requirements of the Security and Data Protection section. Furthermore, if the State requires supplemental or more detailed security and data protection to govern a specific order or specific data, these may be included in a duly executed ordering document, agreed to and signed by all parties. Such requirements will be enforceable under the terms of this Contract.

31.1 **PCI Compliance.**

All of Contractor's systems and components that process, store, or transmit Cardholder Data shall comply with the most recent version of the Payment Card Industry Data Security Standard ("**PCI DSS**") promulgated by the PCI Security Standards Council, available online at: https://www.pcisecuritystandards.org/document_library. The Contractor shall, upon request, provide the State with Contractor's current Attestation of Compliance signed by a PCI QSA ("Qualified Security Assessor"). For purposes of this sub-section, "Cardholder Data" has the meaning defined by the PCI Security Standards Council, Payment Card Industry (PCI) Data Security Standard (DSS) and Payment Application Data Security Standard (PA-DSS), **Glossary of Terms, Abbreviations, and Acronyms**, available online at: https://www.pcisecuritystandards.org/document_library.

31.2 Supply Chain Security.

Notwithstanding anything else in this Supply Chain Security Section, this Section does not limit any other rights of the State under this Contract, including, but not limited to, warranties, acceptance, and return policy, if any.

31.2.1 Security Practices and Preventive Controls

Contract Vendor will use reasonable commercial efforts to ensure that Contract Vendor and any subcontractors or third parties involved in assembling, manufacturing, packaging, distributing, handling, warehousing, transporting or shipping State goods, including goods intended to be but not yet delivered to the State, meet all applicable security standards and all applicable local, state, federal, and international laws, rules and regulations (hereinafter "supply chain security").

Contract Vendor must maintain certification/accreditation in a recognized supply chain security program and comply with that program's security standards for all orders sourced from the Contract/Agreement. Recognized supply chain security program is defined as one of the following: ISO 28000 or 27036 (as applicable), SAE AS5553 or other SAE standard (as applicable), Customs-Trade Partnership Against Terrorism (C-TPAT), Authorized Economic Operator (AEO), or other program accepted in writing by the State's Office of MN.IT Services ("MN.IT") and the State of Minnesota, Department of Administration's Materials Management Division ("MMD"). Within thirty (30) days following the effective date of this Contract/Agreement or the amendment adding this Section, whichever is later, Contract Vendor must provide to MMD and MN.IT written verification of its certification/accreditation in a recognized supply chain security program. Contract Vendor will promptly notify MMD and MN.IT of any change to its certification/accreditation.

Alternatively, if Contract Vendor is not certified/accredited in a recognized supply chain security program or loses its certification/accreditation, Contract Vendor must complete a MN.IT security form to confirm that it complies with supply chain security. The form will require supporting documentation of any responses and must be completed to MN.IT's satisfaction.

31.2.2 Notification of Supply Chain Security Breach

Contract Vendor will promptly notify MMD, MN.IT, and the purchasing entity, if different from MN.IT, of any breach of supply chain security involving State goods, including goods intended to be but not yet delivered to the State. Breach of supply chain security includes, but is not limited to, cargo theft, tampering, unauthorized access, or other activities that involve suspicious actions or circumstances. Goods received with viruses, malware or similar security deficiencies constitute breach of supply chain security.

31.2.3 Return/Rejection of Goods

Notwithstanding anything to the contrary, if a breach of supply chain security has occurred or the State in good faith suspects a breach may have occurred, including evidence that packaging or goods were tampered with or damaged, the State may reject delivery of those goods and/or return any of those goods already delivered. Breach of supply chain security has the meaning described in the preceding Subsection "Notification of Supply Chain Security Breach." Rejection of delivery or return of goods shall be solely the responsibility and at the cost and expense of the Contract Vendor.

If requested by the State, the Contract Vendor must sanitize or destroy goods upon their return. Following the completion of any such sanitization or destruction by Contract Vendor, and at any other time as requested by MN.IT, the Contract Vendor shall provide a Certificate of Data Destruction/Sanitization that meets the requirements of the then current version of NIST Special Publication 800-88 or DOD 5220.22-M Supplement. The Certificate of Data Destruction/Sanitization must be provided to MN.IT, if requested, within one month following the return of the goods.

At no additional expense to the State, Contract Vendor must provide within a reasonable time frame, which shall be no longer than the original delivery time frame for the affected goods, replacement goods for any goods that were rejected at delivery or returned due to a verified supply chain security breach. Any costs and expenses associated with removal or replacement of the goods, including sanitization and destruction costs and expenses, will be the responsibility of the Contract Vendor.

31.2.4 **Return of Goods Under Warranty, Service or End of Life Agreement**

If requested by the State, the Contract Vendor must sanitize or destroy goods upon their return when the State returns goods for any reason consistent with the Contract, such as warranty claims, return policies, service requests or end of life services. Following the completion of any such sanitization or destruction by Contract Vendor, and at any other time as requested by MN.IT, the Contract Vendor shall provide a Certificate of Data Destruction/Sanitization that meets the requirements of the then current version of NIST Special Publication 800-88 or DOD 5220.22-M Supplement. The Certificate of Data Destruction/Sanitization must be provided to MN.IT, if requested, within one month following the return of the goods.

31.3 **No withholding of State data by Contract Vendor.**

Notwithstanding anything to the contrary in the Master Agreement or its Exhibits, Contract Vendor shall not at any time or for any reason, including termination or suspension of service, deny the State access to its Data or the ability to retrieve and download Data until 90 days following termination, suspension or similar event.

- 32. SOFTWARE AND LICENSING AGREEMENTS.** Prior to the State signing the Participating Addendum, Contract Vendor must submit to the State of Minnesota for approval any license agreements, maintenance agreements, or any other documents pertinent to the products and/or services in this Participating Addendum if such documents are required in order to obtain Contract Vendor products or services. Absent submissions, all products and services will be assumed to be governed by this Participating Addendum and the non-conflicting terms of the Master Agreement.
- 33. DATA DISCLOSURE.** Under Minn. Stat. § 270C.65, subd. 3 and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and Minnesota tax identification number, already provided to the State, to federal and state agencies, and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.
- 34. USAGE REPORT.** The Contract Vendor is required to furnish usage data to the State's Authorized Representative on a quarterly basis based on the state fiscal year which begins on July 1. The quarter periods are July 1 to September 30 (1st Quarter), October 1 to December 31 (2nd Quarter), January 1 to March 31 (3rd Quarter), and April 1 to June 30 (4th Quarter). The report on the Contract usage must consist of the total dollars expended by both State Agencies and CPV members. Failure to provide these reports may result in Contract cancellation.
- 35. SEVERABILITY.** If any provision of the Contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the State and the Contract Vendor shall be relieved of all obligations arising under such provisions; if the remainder of the Contract is capable of performance it will not be affected by the declaration or finding and will be fully performed.
- 36. ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT METHOD AND STRUCTURE.** In accordance with Minn. Stat. § 16A.40 the Contract Vendor is required to provide their bank routing information to the Minnesota Department of Finance to enable payments to be made through EFT.
- 37. COPYRIGHT.** The Contract Vendor shall save and hold harmless the State of Minnesota, its officers, agents, servants and employees, from liability of any kind or nature, arising from the use of any copyrighted or noncopyrighted composition, secret process, patented or nonpatented invention, article or appliance furnished or used in the performance of the Contract.
- 38. SURVIVABILITY.** The following rights and duties of the State and Contract Vendor will survive the expiration or cancellation of the resulting Contract(s). These rights and duties include, but are not limited to the paragraphs on Indemnification, Hold Harmless, and Limitation of Liability, State Audits, Government Data Practices, Governing Law, Jurisdiction and Venue, Intellectual Property Indemnification, Publicity and Minnesota Reporting Requirements and Administrative Fees. Software licenses, warranty, maintenance agreements and service agreements that were entered into under the terms and conditions of the Agreement shall survive the expiration or termination of this Agreement.
- 39. PRODUCTS CONTAINING CERTAIN TYPES OF POLYBROMINATED DIPHENYL ETHER BANNED.** By signing the Contract, Contract Vendor certifies that they have read and will comply with Minn. Stat. §§ 325E.385-325E.388.

40. E-VERIFY CERTIFICATION. For services in excess of \$50,000, the Contract Vendor certifies that as of the date of services performed on behalf of the State, the Contract Vendor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. This is required by Minnesota Statutes Section 16C.075. The Contract Vendor shall be responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available on OSP website www.mmd.admin.state.mn.us.

All subcontractor certifications must be kept on file with the Contract Vendor and made available to the State upon request.

41. HAZARDOUS SUBSTANCES. To the extent that the goods to be supplied to the State by the Contract Vendor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable State and federal laws and regulations, the Contract Vendor must provide the State with Material Safety Data Sheets regarding those substances. A copy must be included with each delivery. Goods and containers supplied to the State must be labeled in compliance with state and federal laws, rules, and regulations.

These terms apply to goods supplied under this contract:

41.1 Products Containing Triclosan Banned. The Contractor must comply with Minn. Stat. § 145.945.

41.2 Products Containing Certain Types of Polybrominated Diphenyl Ether Banned. The Contractor must comply with Minn. Stat. § 325E.385-325E.388).

41.3 Coal Tar Sealant Use and Sale Prohibited. The Contractor must comply with Minn. Stat. § 116.202.

41.4 Products Containing Mercury. The Contractor must comply with Minn. Stat. 116.92.

42. SUBCONTRACTOR PAYMENT (When Applicable). In accordance with Minn. Stat. § 16A.1245, the Contract Vendor shall, within 10 days of receipt of payment from the State, pay all subcontractors and suppliers having an interest in the Contract their share of the payment for undisputed services provided by the subcontractors or suppliers. The Contract Vendor is required to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid, undisputed balance of \$100 or more will be \$10. For an unpaid balance of less than \$100, the amount will be the actual penalty due. A subcontractor that takes civil action against the Contract Vendor to collect interest penalties and prevails will be entitled to its costs and disbursements, including attorney's fees that were incurred in bringing the action.

The Contract Vendor agrees to take all steps necessary to comply with said statute. A consultant is a subcontractor under the Contract. In the event the Contract Vendor fails to make timely payments to a subcontractor or supplier, the State may, at its sole option and discretion, pay a subcontractor or supplier any amounts due from the Contract Vendor and deduct said payment from any remaining amounts due the Contract Vendor. Before any such payment is made to a subcontractor or supplier, the State shall provide the Contract Vendor written notice that payment will be made directly to a subcontractor or supplier for undisputed services. If there are no remaining outstanding payments to the Contract Vendor, the State shall have no obligation to pay or to see to the payment of money to a subcontractor except as may otherwise be required by law.

43. TAXPAYER IDENTIFICATION: The Contract Vendor shall be registered as a vendor to the State in the SWIFT Procurement System. Registration must be done online at <http://www.mmb.state.mn.us/vendorresources>.

44. STATE'S NON-INDEMNIFICATION. Nothing herein, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Contract Vendor, Contract Vendor's subcontractors, or Contract Vendor's agents. This shall extend to all agreements related to the subject matter of the RFP, and to all terms subsequently added, without regard to order of precedence.

- 45. CERTIFICATION OF NONDISCRIMINATION (In accordance with Minn. Stat. § 16C.053).** The following term applies to any contract for which the value, including all extensions, is \$50,000 or more: Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.
- 46. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION.** Federal money will be used or may potentially be used to pay for all or part of the work under the Contract, therefore Contractor certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. Contractor's certification is a material representation upon which the Contract award was based.
- 47. DIVERSE SPENDING REPORTING.** If the total value of your Contract may exceed \$500,000, including all extension options, you must track and report, on a quarterly basis, the amount paid to diverse businesses both: 1) directly to subcontractors performing under the Contract, and 2) indirectly to diverse businesses that provide supplies/services to your company (in proportion to the revenue from this Contract compared to your company's overall revenue). When this applies, you will be set up in a free portal to help report the Tier 2 diverse spend, and the requirement continues as long as the contract is in effect.
- 48. ORDER OF PRECEDENCE for supplemental agreements.** Any licensing and maintenance agreement, or any order-specific agreement or document, including any pre-installation, linked or "click through" agreement that is allowed by, referenced within or incorporated within the Contract whenever the Contract is used for a State procurement, whether directly by the Contractor or through a Contractor's agent, subcontractor or reseller, is agreed to only to the extent the terms within any such agreement or document do not conflict with the Contract or applicable Minnesota or Federal law, and only to the extent that the terms do not modify, diminish or derogate the terms of the Contract or create an additional financial obligation to the State. A State employee's decision to choose "accept" or an equivalent option associated with a "click-through" agreement does not constitute the State's concurrence or acceptance of terms, if such terms are in conflict with this section.
- 49. WARRANTY.** The Contractor warrants to the Ordering Entity that materials and equipment furnished under the Contract will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of the contract. Work not conforming to these requirements, including substitutions not properly approved and authorized in writing may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If requested, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment used.
- All installation materials and labor shall be guaranteed for a period of one (1) year following the date of final acceptance. During the first year following acceptance, the Contractor shall, upon notification by the ordering entity of any malfunctions, make necessary repairs, including labor, travel, and materials, at the Contractor's expense.
- 50. ITEMS OFFERED AS NEW.** All products, materials, supplies, replacement parts, and equipment offered and furnished must be new, of current manufacturer production, and must have been formally announced by the manufacturer as being commercially available, unless otherwise stated in this Contract.
- 51. DATA DISCLOSURE.** Under Minn. Stat. § 270C.65, subd. 3 and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and Minnesota tax identification number, already provided to the State, to federal and state agencies, and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
OFFICE OF STATE PROCUREMENT**

TAXPAYER IDENTIFICATION

The identification number may be used in the enforcement of federal and State tax laws which could result in action requiring the Contract Vendor to file tax returns and pay delinquent tax liabilities, if any (Minn. Stat. § 270C.65).

Firm Name: _____

Address: _____

Minnesota SWIFT Vendor Registration Number: _____

If you are not registered as a vendor to the State in the SWIFT Procurement System, you must register online at <http://www.mmb.state.mn.us/vendorresources>.

(Note: If approved, you will receive your SWIFT vendor number two business days after you register.)

Are you a sole proprietorship? Yes No

Are you an independent contractor? Yes No

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
OFFICE OF STATE PROCUREMENT

SERVICE AND DELIVERY

Service and delivery are important requirements for all State contracts. The successful responder will be expected to ship all orders within the time specified in its response or, in the case of unanticipated problems causing a delay, notify the agency of the problem and when the shipment will be made. All requests for information from State agencies will be answered promptly. A copy of all correspondence to State agencies shall be sent to Acquisitions, Office of State Procurement, 112 Administration Building, St. Paul, MN 55155. **Any Contract Vendor found to be providing unsatisfactory service during the Contract period may be disqualified for a subsequent Contract award.**

SUBSEQUENT CONTRACT REVISIONS. No verbal or written instructions from State agencies or officials to change any provision of the resulting Contract shall be accepted by the Contract Vendor without the approval of the Acquisition Management Specialist (AMS). The Contract Vendor shall report any such requests to the AMS who will issue approval or denial in writing.

CONTACT PERSON FOR ORDERS:

NAME: _____ TITLE: _____
TELEPHONE NUMBER: _____ FAX NUMBER: _____
TOLL FREE NUMBER: _____ E-MAIL: _____

CONTACT PERSON TO EXPEDITE ORDERS (if different from above):

NAME: _____ TITLE: _____
TELEPHONE NUMBER: _____ FAX NUMBER: _____
TOLL FREE NUMBER: _____ E-MAIL: _____

ORDER ADDRESS:

STREET/PO BOX: _____
CITY/STATE: _____ ZIPCODE: _____
TELEPHONE NUMBER: _____ FAX NUMBER: _____
TOLL FREE NUMBER: _____ E-MAIL: _____

REMIT-TO ADDRESS:

STREET/PO BOX: _____
CITY/STATE: _____ ZIPCODE: _____
TELEPHONE NUMBER: _____ FAX NUMBER: _____
TOLL FREE NUMBER: _____ E-MAIL: _____

GENERAL INSURANCE REQUIREMENTS

The Contractor/Contract Vendor (Contract Vendor) shall maintain insurance to cover claims which may arise from operations under this Contract,

The Contract Vendor shall not commence work under the Contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. The Contract Vendor shall maintain such insurance in force and effect throughout the term of the Contract.

All coverages and limits shall remain in force and effect throughout the term of the Contract.

NOTICE TO THE CONTRACT VENDOR:

The failure of the State of Minnesota to obtain a Certificate of Insurance, for the policies required under this Contract or renewals thereof, or failure of the insurance company to notify the State of the cancellation of policies required under this Contract shall not constitute a waiver by the Owner to the Contract Vendor to provide such insurance.

The Owner reserves the right to immediately terminate the Contract if the Contract Vendor is not in compliance with the insurance requirements and the Owner retains all rights to pursue any legal remedies against the Contract Vendor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's authorized representative upon written request.

NOTICE TO INSURER:

The Contract Vendor's insurance company(ies) waives its right to assert the immunity of the State as a defense to any claims made under said insurance.

REQUIREMENTS FOR THE CONTRACT VENDOR:

The Contract Vendor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of Contract Vendor's performance under this Contract.

If Contract Vendor receives a cancellation notice from an insurance carrier affording coverage herein, Contract Vendor agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Contract Vendor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota.

The Contract Vendor is responsible for payment of Contract related insurance premiums and deductibles.

If the Contract Vendor is self-insured, a Certificate of Self-Insurance must be attached.

Insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the MN Department of Commerce if they are not rated by AM Best.

The Contract Vendor's Umbrella or Excess Liability insurance policy may be used to supplement the Contract Vendor's policy limits to satisfy the full policy limits required by the Contract.

POLICY REQUIREMENTS:

Insurance and Liability. Contract Vendor warrants that it has and will maintain the insurance described below in force and effect throughout the term of the Contract.

1. Workers' Compensation Insurance:

Statutory Compensation Coverage. Except as provided below, Contract Vendor must provide Workers' Compensation insurance for all its employees and in case any work is subcontracted, Contract Vendor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Minimum limits of liability:

Coverage B – Employer's Liability
\$100,000 Bodily Injury by Disease per Employee
\$500,000 Bodily Injury by Disease Aggregate
\$100,000 Bodily Injury by Accident

If Minn. Stat. § 176.041 exempts the Contract Vendor from Workers' Compensation insurance or if the Contract Vendor has no employees in the State of Minnesota, the Contract Vendor must provide a written statement, signed by the authorized signer of the Contract, stating the qualifying exemption that excludes the Contract Vendor from MN Workers' Compensation requirements.

If during the course of the Contract the Contract Vendor becomes eligible for Workers' Compensation, the Contract Vendor must comply with the Workers' Compensation Insurance requirements included herein and provide the State of Minnesota with a certificate of insurance.

Evidence of Subcontractor insurance shall be filed with the Contract Vendor.

2. Automobile Liability Insurance:

The Contract Vendor shall maintain insurance to cover liability arising out of the ownership, operation, use or maintenance of all owned, hired and non-owned autos, and in case any work is subcontracted the Contract Vendor will require the subcontractor to maintain Automobile Liability insurance.

- A. Minimum Limits of Liability:
\$1,000,000 - Per Occurrence – Bodily Injury and Property Damage Combined Single Limit
- B. Coverages:
 - Owned Automobile
 - Non-owned Automobile
 - Hired Automobile

Evidence of Subcontractor insurance shall be filed with the Contract Vendor.

3. General Liability Insurance:

The Contract Vendor shall maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contract Vendor or by a subcontractor or by anyone directly or indirectly employed by the Contract Vendor under the Contract.

- A. Minimum Limits of Liability:
\$2,000,000 - Per Occurrence
\$2,000,000 - Annual Aggregate
\$2,000,000 - Annual Aggregate applying to Products/Completed Operations
- B. Coverages
 - Premises and Operations Bodily Injury and Property Damage
 - Personal & Advertising Injury
 - Blanket Contractual
 - Products and Completed Operations
 - State of Minnesota named as an Additional Insured**

4. Network Security and Privacy Liability Insurance (or equivalent):

Contractor shall maintain insurance to cover claims which may arise from failure of Contractor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of confidential or private information, transmission of a computer virus or denial of service.

Contractor is required to carry the following **minimum** limits:

\$2,000,000 per occurrence
\$2,000,000 annual aggregate

5. Professional/Technical, Errors and Omissions, including Network Security and Privacy Liability Insurance (or equivalent Network Security and Privacy Liability coverage endorsed on another form of liability coverage or written as a standalone policy):

This policy will provide coverage for all claims the contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the contract.

Contractor is required to carry the following **minimum** limits:

\$2,000,000 – per claim or event
\$2,000,000 – annual aggregate
Any deductible will be the sole responsibility of the Contractor.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

6. Property of Others Insurance (or equivalent) – If Applicable

The Contractor shall maintain a Property insurance policy covering "All Risk" of direct physical loss or damage, or equivalent, including the peril of theft, transit, earthquake, and pollution clean-up expense for property owned by the state that is in the Contractor's care, custody and control.

Contractor is required to carry the following **minimum** limits:

The Contractor is solely responsible for the coverage equal to that of the actual cash value of state- owned property in the Contractor's care, custody, and control at any given point in time.

Please send the COI to:
Kia Xiong at kia.xiong@state.mn.us.

Title:	AUTHORIZE CONSTRUCTION OF PROPOSED TRAIL AND LIGHTING IMPROVEMENTS WITH THE 8 TH AVENUE NE (CSAH 13) RECONSTRUCTION PROJECT (CITY PROJECT NO. 2024-01)		
Meeting Date:	April 4, 2023	Agenda Item Number:	7B
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:	Maps of Proposed Improvements Clear Lake Park Trail Plans
Originating Department:	Engineering	Presented By:	City Engineer
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion authorizing the construction of proposed trail and lighting improvements with the 8 th Avenue NE (CSAH 13) Reconstruction Project (City Project No. 2024-01).		
How does this item pertain to Vision 2030 goals?	Creating high quality community assets		

BACKGROUND: In December of 2022, staff applied for a MnDOT Active Transportation (AT) Grant for sidewalk replacement and proposed trail and lighting improvements to be constructed with the 8th Avenue NE (CSAH 13) Reconstruction Project. Unfortunately, on March 21st, staff was informed that the City was not awarded the grant.

Due to the replacement of water and sewer services to near the property/ROW line, the sidewalk along the south side of 8th Ave NE between 3rd Street and 8th Street will need to be replaced regardless. The question is whether to proceed with the other proposed trail and associated lighting improvements. Those improvements consist of the following (see attached maps):

- New 10-foot-wide off-street bituminous trail along the north side of Clear Lake Park between 8th Street and Clear Lake Drive. In 2020, Waseca City Council requested staff pursue construction of a shared use path through Clear Lake Park. *Plans to construct this new section of trail were initiated back in 2019. With the support of the Park Board, City staff applied for, and was awarded, a Waseca Area Foundation grant for design, which was completed by Stantec in 2021 (see attached Clear Lake Park Trail plan sheets). Trail construction was then delayed so that it could coincide with the upcoming 8th Ave NE Reconstruction Project.*
- New (decorative) dual purpose street and trail lighting along the north side of Clear Lake Park between 8th Street and Clear Lake Drive to replace the existing wood poles.
- New 10-foot-wide off-street bituminous trail along the north side of 8th Avenue between 7th Street and 8th Street to replace the existing on-street bike lane. (Staff will also be exploring the option of placing this section of trail along the south side of 8th Ave NE instead of the north side. If the trail is placed on the south side, staff recommends a 5-foot-wide sidewalk be constructed along the north side as well.)

Staff recommends the proposed improvements are constructed for the following reasons:

- The new trail along the north side of Clear Lake Park would provide safe, off-street connections to, and within, the park itself, existing sidewalk and bike lane to the west, and existing sidewalk to the east along Clear Lake Drive. Park visitors, pedestrians, and bicyclists would no longer need to travel along the grass boulevard or street, where visibility is limited at times by on-street parking.
- New (decorative) street and trail lighting along the north side of Clear Lake Park would improve park aesthetics and increase safety and security for traffic, pedestrians, and cyclists using both 8th Ave NE and the new park trail.
- The new trail along the north side of 8th Ave NE between 7th Street and 8th Street would replace the existing on-street bike lane and provide a safer, off-street connection to existing trail to the west, and to sidewalk and a bike lane to the south.

BUDGET IMPACT: The estimated design and construction costs for each proposed improvement is detailed below:

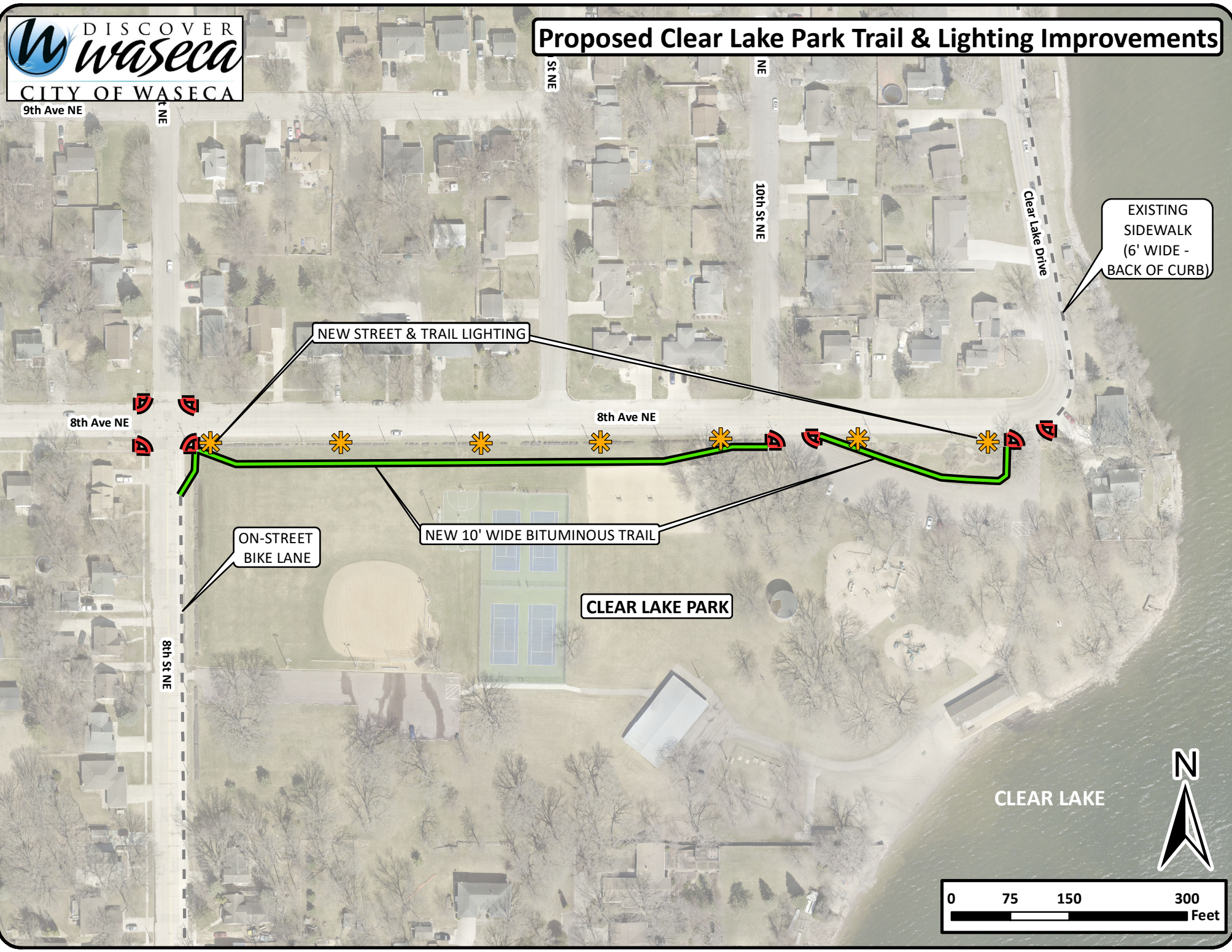
Proposed Improvement	Estimated Design Cost	Estimated Construction Cost
Clear Lake Park Trail (8 th St to Clear Lake Dr)	\$6,000	\$112,000
Clear Lake Park Street and Trail Lighting	\$2,000	\$50,000
Off-Street Trail (7 th St to 8 th St)	\$4,000	\$93,000
Totals:	\$12,000	\$255,000

The trail construction costs qualify for, and would be submitted to receive, State Aid reimbursement. Trail design costs would be funded with Street Capital. State Aid reimbursement for the new lighting would be subject to MnDOT review and approval. If the new lighting is deemed eligible for State Aid, the only restriction is that reimbursement for decorative poles would be limited to approximately \$15,000. Lighting design and ineligible construction costs would be funded through the Electric Utility.

RECOMMENDATION: Staff recommends the City Council authorize construction of the proposed trail and lighting improvements with the 8th Avenue NE (CSAH 13) Reconstruction Project (City Project No. 2024-01).



Proposed Clear Lake Park Trail & Lighting Improvements



EXISTING SIDEWALK (6' WIDE - BACK OF CURB)

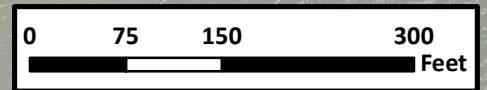
NEW STREET & TRAIL LIGHTING

ON-STREET BIKE LANE

NEW 10' WIDE BITUMINOUS TRAIL

CLEAR LAKE PARK

CLEAR LAKE



Proposed Off-Street Trail Improvements (7th Street to 8th Street)

WASECA COUNTY
FAIRGROUNDS

EXISTING
OFF-STREET TRAIL
(8' WIDE)

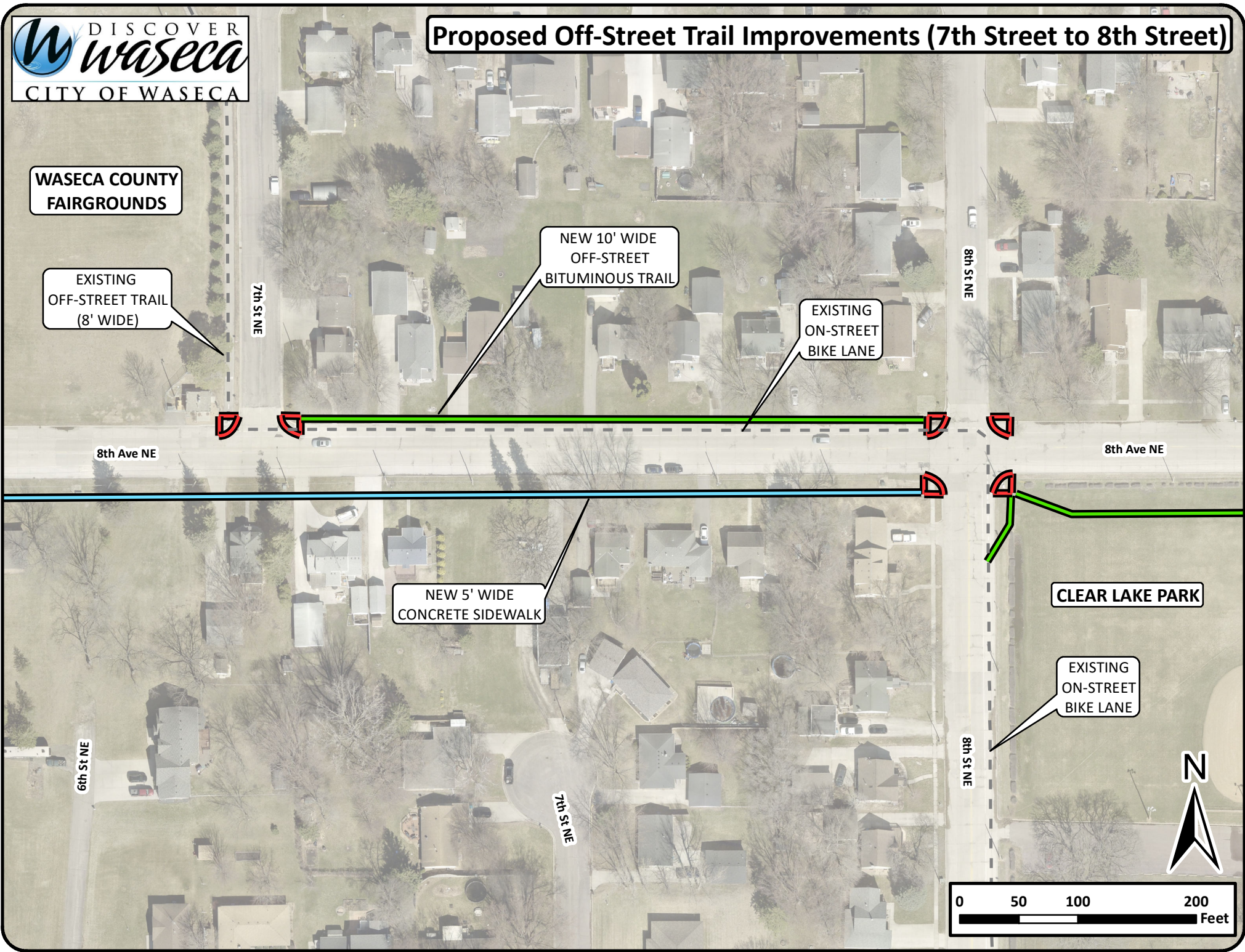
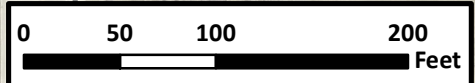
NEW 10' WIDE
OFF-STREET
BITUMINOUS TRAIL

EXISTING
ON-STREET
BIKE LANE

NEW 5' WIDE
CONCRETE SIDEWALK

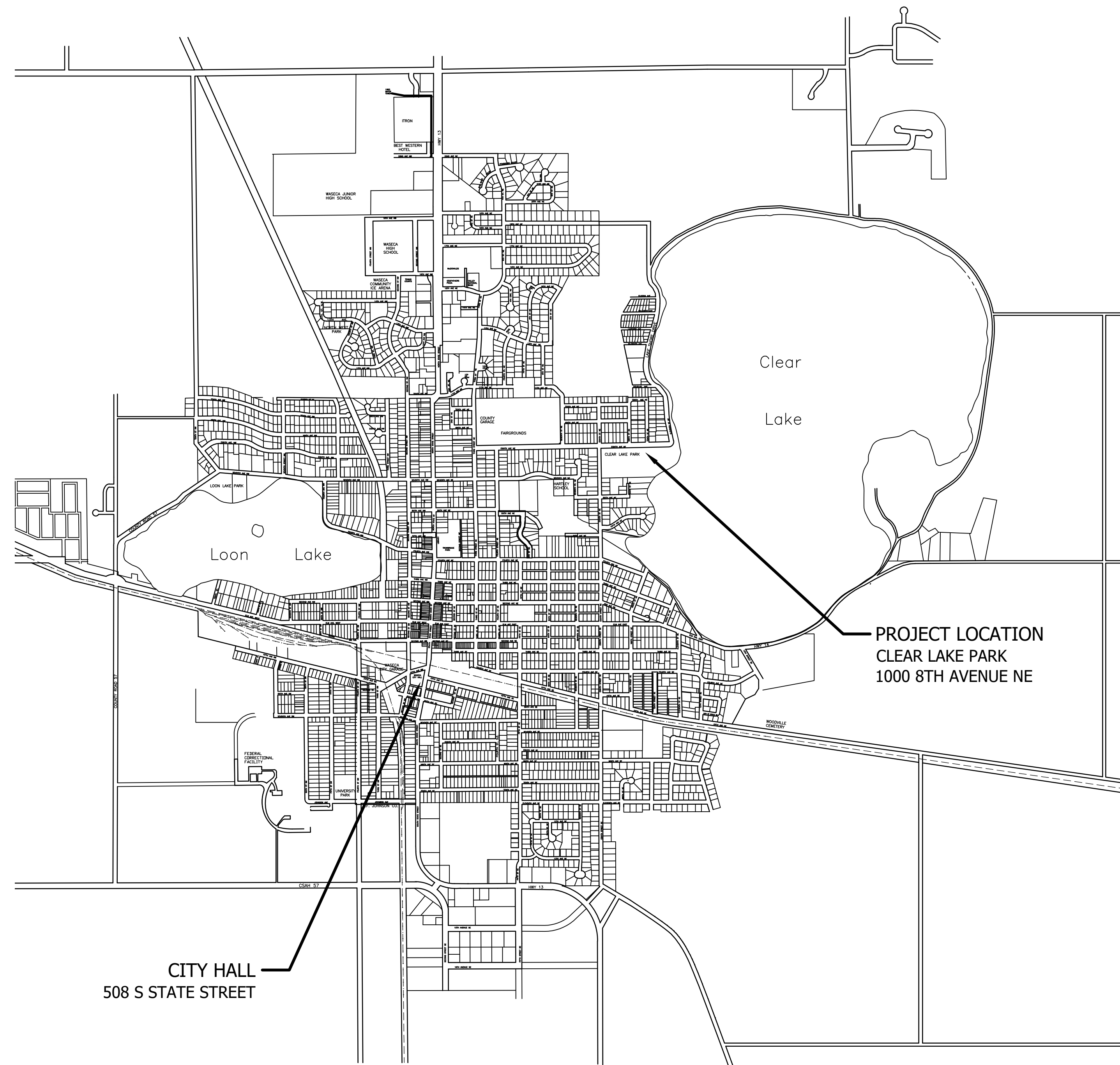
CLEAR LAKE PARK

EXISTING
ON-STREET
BIKE LANE



THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. ANY ERRORS OR OMISSIONS SHALL BE REPORTED TO STANTEC WITHOUT DELAY. REPRODUCTION OR USE FOR ANY PURPOSE OTHER THAN THAT AUTHORIZED BY STANTEC IS FORBIDDEN.

Plot Date: 11/11/2021 - 11:54am
 Drawing Name: \\193805327\CAD\DWG\193805327_G001.dwg
 Xref: 193805327.dwg; 193805327_CityMap



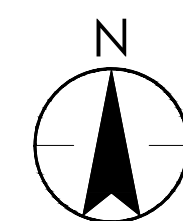
CITY OF WASECA CLEAR LAKE CONNECTOR TRAIL

CITY PROJECT NO. 2021-20
 STANTEC PROJECT NO. 193805327
 2021

SHEET INDEX

GENERAL	
G001	PROJECT TITLE SHEET
G002	CIVIL LEGEND AND ABBREVIATIONS
CIVIL	
C002	EXISTING CONDITIONS AND REMOVAL PLAN
C101	SITE PLAN
C301	GRADING AND EROSION CONTROL PLAN
C601	TRAIL PLAN & PROFILE
C602	TRAIL PLAN & PROFILE
C701	CROSS SECTIONS
C801	CIVIL SITE DETAILS

ROY SRP	MAYOR
JEREMY CONRATH	WARD I COUNCIL MEMBER
ALLAN ROSE	WRD II COUNCIL MEMBER
MARK CHRISTIANSEN	WARD III COUNCIL MEMBER
DAREN ARNDT	WARD III COUNCIL MEMBER
JOHN MANSFIELD	WARD II COUNCIL MEMBER
TED CONRATH	WARD I COUNCIL MEMBER
LEE MATTSON	CITY MANAGER
CARL SONNENBERG	UTILITIES & DIRECTOR OF PUBLIC WORKS
BRAD DUSHAW	PARKS SUPERINTENDENT



VICINITY MAP

HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
 PRINT NAME: DAVID A. HRENS
 SIGNATURE: _____ LIC. NO. 21711
 DATE: 11/11/2021

CITY OF WASECA, MINNESOTA
 CLEAR LAKE PARK TRAIL
 PROJECT TITLE SHEET

NO.	REVISION	DATE

Title:	RESOLUTION NO. 23-17: AUTHORIZE EXECUTION OF A COOPERATIVE AGREEMENT WITH WASECA COUNTY FOR THE DESIGN AND CONSTRUCTION OF THE 8 TH AVENUE NE (CSAH 13) RECONSTRUCTION PROJECT (CITY PROJECT NO. 2024-01)		
Meeting Date:	April 4, 2023	Agenda Item Number:	7C
Action:	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Resolution No. 23-17 Cooperative Agreement
Originating Department:	Engineering	Presented By:	City Engineer
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Approve Resolution No. 23-17 authorizing execution of a Cooperative Agreement with Waseca County for the design and construction of the 8 th Avenue NE (CSAH 13) Reconstruction Project (City Project No. 2024-01).		
How does this item pertain to Vision 2030 goals?	Creating high quality community assets		

BACKGROUND: The upcoming 2024 reconstruction of 8th Avenue NE from 3rd Street NE to Clear Lake Drive is a joint Waseca County/City of Waseca project. As such, a Cooperative Agreement has been prepared to define project terms, conditions, and cost share percentages. A list of significant agreement terms is provided below:

- County will reimburse the City for 45% of the costs of contracted design services.
- City is responsible for 100% of the costs associated with sump connections, water main and services, sanitary sewer main and services, and sidewalk and trail improvements.
- County will reimburse the City for storm sewer costs based on the State Aid Cost Sharing Factor determined by the State Aid Hydraulic Engineer.
- County will reimburse the City for 75% of the costs associated with road construction.
- County will reimburse the City for 45% of the costs associated with mobilization, traffic control, erosion control, and other miscellaneous items.
- County will reimburse the City for 75% of the costs of construction engineering and testing related to roadway and storm sewer construction based on recorded staff hours and billable hourly rates as determined by the City Finance Department.
- The City shall not bill or levy a special assessment against County property.
- Because the County has incorporated the estimated increase in cost for concrete pavement into their Roadway Construction cost share percentage, a reduction factor of 0.7 (70%) shall be applied to the special assessments levied for this project.
- The City shall be responsible for the maintenance and repair of all constructed stormwater management and treatment facilities.

It is anticipated that the Waseca County Board of Commissioners will approve the Cooperative Agreement at their meeting the morning of April 4th.

BUDGET IMPACT: Based on the Feasibility Report project estimate and the Cooperative Agreement cost share percentages, City construction costs are estimated as follows:

Funding Source	Estimated Construction Cost	Items Funded
Street Capital	\$50,000	If applicable, Roadway, Sidewalk, & Trail items not eligible for State Aid
Assessments	\$245,000	Assessable Portion of the Project (with 70% reduction factor)
State Aid	\$1,000,000	State Aid eligible Roadway, Sidewalk, Trail, & Storm Sewer
Storm Sewer Utility	\$35,000	Storm Sewer items not eligible for State Aid
Water Utility	\$670,000	Water Main & Services
Sanitary Sewer Utility	\$810,000	Sanitary Sewer Main & Services

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 23-17 authorizing execution of a Cooperative Agreement with Waseca County for the design and construction of the 8th Avenue NE (CSAH 13) Reconstruction Project (City Project No. 2024-01).

RESOLUTION NO. 23-17

**AUTHORIZE EXECUTION OF A COOPERATIVE AGREEMENT WITH WASECA COUNTY
FOR THE DESIGN AND CONSTRUCTION OF THE
8TH AVENUE NE (CSAH 13) RECONSTRUCTION PROJECT
(CITY PROJECT NO. 2024-01)**

WHEREAS, the City of Waseca and Waseca County intend to jointly participate in the 8th Avenue NE (CSAH 13) Reconstruction Project; and

WHEREAS, it is the desire of both the City of Waseca and Waseca County to enter into a written agreement regarding the design and construction of said project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Waseca that the Mayor and City Manager are hereby authorized and directed to enter into a Cooperative Agreement with Waseca County for the design and construction of the 8th Avenue NE (CSAH 13) Reconstruction Project (City Project No. 2024-01).

Adopted this 4th day of April 2023.

RANDY L. ZIMMERMAN
MAYOR

ATTEST:

JULIA HALL
CITY CLERK

**WASECA COUNTY AND THE CITY OF WASECA
COOPERATIVE DESIGN AND CONSTRUCTION AGREEMENT
FOR CSAH 13 (8TH AVENUE NE)**

THIS COOPERATIVE DESIGN AND CONSTRUCTION AGREEMENT (this “Agreement”) is made and entered into this _____ day of April, 2023, by and between the City of Waseca, a municipal corporation, organized under the laws of the State of Minnesota (the “City”), and the County of Waseca, Minnesota, organized under the laws of the State of Minnesota (the “County”); collectively the “Parties”.

RECITALS

WHEREAS, the County desires to reconstruct County State Aid Highway (CSAH) 13, also known as 8th Avenue NE, from 3rd Street NE to Clear Lake Drive (approximately 0.6 miles) as depicted on the attached Exhibit A; and

WHEREAS, the City desires to construct utility, sidewalk, and trail improvements and participate in a portion of the road and storm sewer improvements within the CSAH 13 right-of-way (the “Project”); and

WHEREAS, it is in the best interest of the County and City that these improvements be constructed concurrently; and

WHEREAS, CSAH 13 is under the jurisdiction of the County for the purposes of maintenance and improvements; and

WHEREAS, pursuant to Minnesota Statutes § 471.59, local units of government may jointly and cooperatively exercise any power common to the contracting Parties or any similar powers; and

WHEREAS, it is the desire of both Parties to enter into a written agreement regarding the design and construction costs of the improvements to said portion of CSAH 13 (8th Avenue NE).

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, it is hereby agreed by and between the Parties as follows:

1. That this agreement shall apply only to the improvement of the portion of CSAH 13 from 3rd Street NE to Clear Lake Drive (approximately 0.6 miles) as depicted in Exhibit A.
2. The City shall prepare or have prepared by a registered engineer, licensed to practice in the State of Minnesota, with the approval of the County, construction plans and specifications with an estimate of cost for all improvements associated with the Project.
3. The City shall act as the contracting agency for the Project in accordance with the competitive bidding requirements of Minnesota Statutes 471.345 and 375.21.
4. The Parties agree and understand that the contract for the construction of this Project is scheduled to be awarded in 2024.

5. The City shall acquire all necessary Rights of Entry or other easement rights required due to the construction of said Project. Rights of entry will be necessary to transition driveways, walkways, grades, and re-establish turf. Easements will be acquired as necessary for public utility construction.
6. The City shall obtain all permits and approvals required from other governmental agencies for the water and sanitary sewer improvements.
7. The City shall provide, or have provided, with the approval of the County, the necessary construction inspection and materials testing services for the Project. Said supervision shall include keeping adequate records to document the quality of construction and the substantiation of pay quantities.
8. Both parties shall assist in obtaining all permits and approvals required from any other governmental agencies for the improvements by signing appropriate forms and supplying requested information in a timely manner.
9. Both parties shall maintain and allow access to the Project area for inspection by their duly authorized representatives.
10. The City shall obtain written approval from the County for any change orders or supplemental agreements to Project contracts involving work in which the County is cost participating prior to the performance of such work.
11. Both parties shall cooperatively address public concerns relating to the Project.
12. Each party shall be responsible and liable for costs it incurs in performing its obligations under this Agreement.
13. Said project is to be constructed in compliance with current Municipal State Aid, County State Aid Highway, City of Waseca, and Waseca County standards.
14. The Parties agree and understand that a separate Road Maintenance Agreement executed on August 6th, 2002, governs the maintenance of the road upon completion of the Project.
15. The method of financing the Project shall be the prerogative of the County and the City. Cost participation shall be subject to the following provisions:

A. CONSTRUCTION COSTS:

City and County cost participation amounts for construction shall be based on awarded bid prices, the percentages stated below. Project bid items shall be categorized as shown on the attached Preliminary Cost Estimate, attached hereto as Exhibit B and described below. The City and County cost participation percentages for awarded bid items not listed on Exhibit B shall be negotiated and determined by the Waseca County Engineer and the City of Waseca Director of Engineering.

1. Utilities, Sidewalk, and Trails. The City shall be responsible for 100% of the costs associated with the following items:
 - i. Water main and services
 - ii. Sanitary sewer main and services
 - iii. Sump pump/private drain connections
 - iv. Sidewalk, trail, and pedestrian ramps
2. Storm Sewer. The County shall reimburse the City for the costs associated with storm sewer items based on the State Aid Cost Sharing Factor as determined by the State Aid Hydraulic Engineer.
3. Road Construction. The County shall reimburse the City for 75% of the costs associated with road construction items.
4. Miscellaneous. The County shall reimburse the City for 45% of the costs associated with mobilization, traffic control, erosion control, and other miscellaneous items.

B. DESIGN ENGINEERING COSTS:

The County shall reimburse the City for 45% of the costs of contracted design engineering services. The City and County cost participation percentages for additional design engineering services, if said services are deemed necessary by both the Waseca County Engineer and the City of Waseca Director of Engineering, shall be negotiated and determined by the Waseca County Engineer and the City of Waseca Director of Engineering.

C. CONSTRUCTION ENGINEERING COSTS:

The County shall reimburse the City for 75% of the costs of construction engineering and testing costs related to roadway and storm sewer construction. The City shall track and record staff hours spent on roadway and storm sewer items and invoice the County based on billable hourly rates as determined by the City of Waseca Finance Department.

D. SPECIAL ASSESSMENTS:

The City shall not bill or levy a special assessment against County owned properties abutting this Project. Furthermore, because the County has incorporated the estimated increase in cost for concrete pavement into their Roadway Construction cost share percentage, a reduction factor of 0.7 (70%) shall be applied to the special assessments levied for this project.

E. REIMBURSEMENTS:

The County shall reimburse the City within sixty (60) days of receipt of an invoice detailing the costs of construction items and engineering services due.

16. Upon project completion and final acceptance by both the County and the City, the City shall be responsible for the maintenance and repair of all constructed stormwater management and treatment facilities.

17. The Parties mutually agree to hold harmless and indemnify each other and its officers, agents, employees, and volunteer workers against any and all claims, losses, damages, or law suits for damages arising from, allegedly arising from, or related to the provisions of the services hereunder, and further the Parties each agree to defend at its own sole cost and expense any action for proceeding commenced for the purpose of asserting any claim of whatsoever character arising as a result of the provision of services hereunder.
18. The Parties agree that for the purpose of the Parties' performance hereunder, neither Party's employees shall be deemed employees of the other Party for any purpose and any and all claims made by third Parties as a consequence of any act or omission on the part of a Party's employee(s) while engaged in the performance of any of the provisions of services hereunder shall in no way be the obligation or responsibility of the other Party.
19. Each party shall be responsible for damages to, or loss of, its own equipment. Each party waives the right to sue the other party for any damages to, or loss of, its equipment, even if the damages or losses were caused wholly or partially by the negligence of the other party or its officers, employees, or volunteers.
20. Pursuant to Minnesota Statute 16C.05, Subd. 5, the Parties agree that any party, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the County and involve transactions relating to this Agreement.

The Parties each agree to maintain these records for a period of six (6) years from the date of termination of this Agreement.

21. During the performance of this Agreement, the City and the County agree to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed, or national origin, be excluded from full employment right in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any and all applicable Federal and State laws against discrimination.

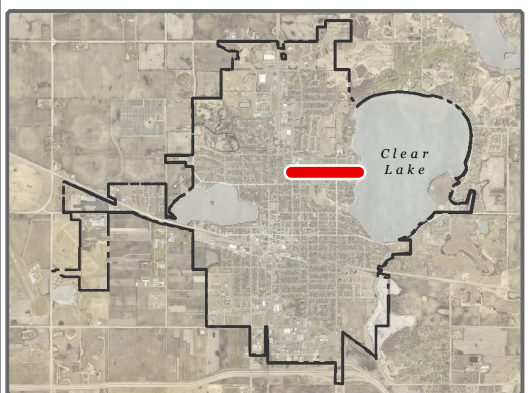
22. Each party to this agreement reserves the right to withdraw from and cancel this agreement within thirty (30) days from the opening of Project bids in the event either or both Parties consider any or all bids unsatisfactory; the withdrawal from or cancellation of the agreement to be accomplished by either or both Parties within thirty (30) days of the opening of Project bids by serving a written notice thereof upon the other, unless this right is waived by both Parties in writing.
23. This Agreement shall be in effect until such time as the Project is completed or as otherwise provided in this Agreement, whichever comes later.
24. This Agreement may not be assigned by any Party without the written consent of the others.
25. Each party agrees that any modification of this agreement will be in writing and will be signed by the Parties hereto.

26. The Parties shall each be excused from performance under this Agreement while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either Party is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement then the Party affected by force majeure shall give written notice with explanation to the other Party immediately.
27. This Agreement shall be deemed to have been made and accepted in Waseca County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles.
28. The Parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 et seq.
29. Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.
30. These terms and conditions constitute the entire Agreement between the Parties regarding the subject matter hereof.
31. All covenants, indemnities, guarantees, releases, representations and warranties by any party or Parties, and any undischarged obligations of the City and the County arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.
32. The recitals hereto are made a part hereof.

EXHIBIT A

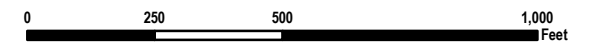
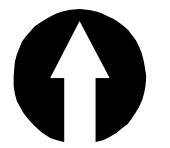


8 Ave SE (CSAH 13) ----- RECONSTRUCTION SECTION



8TH AVENUE NE (CSAH 13) RECONSTRUCTION 3rd Street NE to Clear Lake Drive

This document is not a survey and should be used for reference purposes only!



**EXHIBIT B - PRELIMINARY COST ESTIMATE
8TH AVE NE (CSAH 13) RECONSTRUCTION PROJECT**

ITEM NO.	DESCRIPTIONS	UNITS	UNIT PRICES	TOTAL PROJECT		ROADWAY		STORM SEWER		SIDEWALK & TRAIL		UTILITIES		MISCELLANEOUS	
				QUANTITIES	AMOUNTS	QUANTITIES	AMOUNTS	QUANTITIES	AMOUNTS	QUANTITIES	AMOUNTS	QUANTITIES	AMOUNTS	QUANTITIES	AMOUNTS
1	MOBILIZATION	LS	\$200,000.00	1	\$200,000.00		\$0.00		\$0.00		\$0.00		\$0.00	1	\$200,000.00
2	CLEARING	EA	\$1,000.00	1	\$1,000.00		\$0.00		\$0.00	1	\$1,000.00		\$0.00		\$0.00
3	GRUBBING	EA	\$250.00	1	\$250.00		\$0.00		\$0.00	1	\$250.00		\$0.00		\$0.00
4	REMOVE WATERMAIN MANHOLE	EA	\$500.00	3	\$1,500.00		\$0.00		\$0.00		\$0.00	3	\$1,500.00		\$0.00
5	REMOVE MANHOLE	EA	\$500.00	7	\$3,500.00		\$0.00	7	\$3,500.00		\$0.00		\$0.00		\$0.00
6	REMOVE CATCH BASIN	EA	\$500.00	11	\$5,500.00		\$0.00	11	\$5,500.00		\$0.00		\$0.00		\$0.00
7	REMOVE GATE VALVE AND BOX	EA	\$350.00	11	\$3,850.00		\$0.00		\$0.00		\$0.00	11	\$3,850.00		\$0.00
8	REMOVE CURB STOP AND BOX	EA	\$150.00	41	\$6,150.00		\$0.00		\$0.00		\$0.00	41	\$6,150.00		\$0.00
9	REMOVE HYDRANT	EA	\$500.00	5	\$2,500.00		\$0.00		\$0.00		\$0.00	5	\$2,500.00		\$0.00
10	REMOVE DRAINAGE STRUCTURE	EA	\$500.00	16	\$8,000.00		\$0.00		\$0.00		\$0.00	16	\$8,000.00		\$0.00
11	SALVAGE SIGN	EA	\$50.00	18	\$900.00	18	\$900.00		\$0.00		\$0.00		\$0.00		\$0.00
12	SALVAGE AND REINSTALL MAILBOX	EA	\$250.00	20	\$5,000.00	20	\$5,000.00		\$0.00		\$0.00		\$0.00		\$0.00
13	SALVAGE AND REINSTALL BLOCK RETAINING WALL	SF	\$50.00	40	\$2,000.00		\$0.00		\$0.00	40	\$2,000.00		\$0.00		\$0.00
14	SAWING CONCRETE PAVEMENTS AND DRIVEWAYS	LF	\$5.00	497	\$2,485.00	424	\$2,120.00		\$0.00	73	\$365.00		\$0.00		\$0.00
15	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	\$3.00	638	\$1,914.00	620	\$1,860.00		\$0.00	18	\$54.00		\$0.00		\$0.00
16	REMOVE WATER MAIN	LF	\$7.00	3,534	\$24,738.00		\$0.00		\$0.00		\$0.00	3,534	\$24,738.00		\$0.00
17	REMOVE SEWER PIPE (STORM)	LF	\$10.00	1,562	\$15,620.00		\$0.00	1,522	\$15,220.00		\$0.00	40	\$400.00		\$0.00
18	REMOVE SEWER PIPE (SANITARY)	LF	\$10.00	1,979	\$19,790.00		\$0.00		\$0.00		\$0.00	1,979	\$19,790.00		\$0.00
19	REMOVE SIDEWALK	SY	\$10.00	1,085	\$10,850.00		\$0.00		\$0.00	1,085	\$10,850.00		\$0.00		\$0.00
20	REMOVE CONCRETE DRIVEWAY PAVEMENT	SY	\$10.00	747	\$7,470.00	362	\$3,620.00		\$0.00	385	\$3,850.00		\$0.00		\$0.00
21	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SY	\$10.00	265	\$2,650.00	170	\$1,700.00		\$0.00	95	\$950.00		\$0.00		\$0.00
22	REMOVE BITUMINOUS PAVEMENT	SY	\$5.00	560	\$2,800.00	560	\$2,800.00		\$0.00		\$0.00		\$0.00		\$0.00
23	REMOVE CONCRETE PAVEMENT	SY	\$5.00	16,202	\$81,010.00	16,202	\$81,010.00		\$0.00		\$0.00		\$0.00		\$0.00
24	FILL AND ABANDON SANITARY SEWER MAIN	LF	\$10.00	2,022	\$20,220.00		\$0.00		\$0.00		\$0.00	2,022	\$20,220.00		\$0.00
25	SELECT GRANULAR BORROW MOD (CV)	CY	\$25.00	5,590	\$139,750.00	5,590	\$139,750.00		\$0.00		\$0.00		\$0.00		\$0.00
26	STABILIZING AGGREGATE (CV)	CY	\$40.00	500	\$20,000.00	500	\$20,000.00		\$0.00		\$0.00		\$0.00		\$0.00
27	EXCAVATION - COMMON	CY	\$15.00	11,113	\$166,695.00	10,344	\$155,160.00		\$0.00	769	\$11,535.00		\$0.00		\$0.00
28	GEOTEXTILE FABRIC TYPE 5	SY	\$1.50	16,771	\$25,156.50	16,771	\$25,156.50		\$0.00		\$0.00		\$0.00		\$0.00
29	STREET SWEEPER (WITH PICKUP BROOM)	HR	\$150.00	20	\$3,000.00		\$0.00		\$0.00		\$0.00		\$0.00	20	\$3,000.00
30	AGGREGATE BASE (CV) CLASS 5	CY	\$35.00	6,237	\$218,295.00	5,587	\$195,545.00		\$0.00	650	\$22,750.00		\$0.00		\$0.00
31	CONCRETE PAVEMENT 7.5"	SY	\$62.00	13,660	\$846,920.00	13,660	\$846,920.00		\$0.00		\$0.00		\$0.00		\$0.00
32	SUPPLEMENTAL PAVEMENT REINFORCEMENT	LB	\$3.00	15,275	\$45,825.00	15,275	\$45,825.00		\$0.00		\$0.00		\$0.00		\$0.00
33	DOWEL BAR	EA	\$13.00	8,400	\$109,200.00	8,400	\$109,200.00		\$0.00		\$0.00		\$0.00		\$0.00
34	DRILL & GROUT REINFORCEMENT BAR (EPOXY COATED)	EA	\$15.00	90	\$1,350.00		\$0.00		\$0.00	90	\$1,350.00		\$0.00		\$0.00
35	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$3.00	102	\$306.00	17	\$51.00		\$0.00	85	\$255.00		\$0.00		\$0.00
36	TYPE SP 9.5 WEARING COURSE MIX (3;B) 1.5" THICK	SY	\$15.00	1,705	\$25,575.00		\$0.00		\$0.00	1,705	\$25,575.00		\$0.00		\$0.00
37	TYPE SP 12.5 NON WEARING COURSE MIX (3;B) 3" THICK	SY	\$20.00	336	\$6,720.00	336	\$6,720.00		\$0.00		\$0.00		\$0.00		\$0.00
38	TYPE SP 12.5 WEARING COURSE MIX (3;C) 2" THICK	SY	\$15.00	336	\$5,040.00	336	\$5,040.00		\$0.00		\$0.00		\$0.00		\$0.00
39	TYPE SP 12.5 NON WEARING COURSE MIX (3;B) 2" THICK	SY	\$15.00	1,705	\$25,575.00		\$0.00		\$0.00	1,705	\$25,575.00		\$0.00		\$0.00
40	TYPE SP 9.5 WEARING COURSE MIX (3;B) 3" THICK (DWY)	SY	\$25.00	245	\$6,125.00	245	\$6,125.00		\$0.00		\$0.00		\$0.00		\$0.00
41	6" PERF PVC PIPE DRAIN	LF	\$25.00	6,000	\$150,000.00		\$0.00	6,000	\$150,000.00		\$0.00		\$0.00		\$0.00
42	6" PVC PIPE DRAIN CLEANOUT	EA	\$300.00	4	\$1,200.00		\$0.00	4	\$1,200.00		\$0.00		\$0.00		\$0.00
43	8" PVC PIPE SEWER	LF	\$55.00	208	\$11,440.00		\$0.00		\$0.00		\$0.00	208	\$11,440.00		\$0.00
44	15" PVC PIPE SEWER	LF	\$110.00	1,356	\$149,160.00		\$0.00		\$0.00		\$0.00	1,356	\$149,160.00		\$0.00
45	18" PVC PIPE SEWER	LF	\$160.00	278	\$44,480.00		\$0.00		\$0.00		\$0.00	278	\$44,480.00		\$0.00
46	24" PVC PIPE SEWER	LF	\$220.00	45	\$9,900.00		\$0.00		\$0.00		\$0.00	45	\$9,900.00		\$0.00
47	6" DUCTILE IRON PIPE SEWER	LF	\$70.00	63	\$4,410.00		\$0.00		\$0.00		\$0.00	63	\$4,410.00		\$0.00

48	22" SPAN RC PIPE-ARCH SEWER CLASS IIA	LF	\$115.00	40	\$4,600.00		\$0.00	\$0.00		\$0.00	40	\$4,600.00		\$0.00
49	36" SPAN RC PIPE-ARCH SEWER CLASS IIA	LF	\$180.00	783	\$140,940.00		\$0.00	783	\$140,940.00		\$0.00	\$0.00		\$0.00
50	15" RC PIPE SEWER DESIGN 3006 CLASS III	LF	\$75.00	842	\$63,150.00		\$0.00	842	\$63,150.00		\$0.00	\$0.00		\$0.00
51	18" RC PIPE SEWER DESIGN 3006 CLASS III	LF	\$85.00	579	\$49,215.00		\$0.00	579	\$49,215.00		\$0.00	\$0.00		\$0.00
52	SANITARY SEWER BYPASS PUMPING	LS	\$5,000.00	1	\$5,000.00		\$0.00		\$0.00		\$0.00	1	\$5,000.00	\$0.00
53	DRAIN PIPE CONNECTION (SUMP PUMPS)	EA	\$300.00	38	\$11,400.00		\$0.00		\$0.00		\$0.00	38	\$11,400.00	\$0.00
54	CONNECT TO EXISTING SANITARY SEWER	EA	\$1,000.00	7	\$7,000.00		\$0.00		\$0.00		\$0.00	7	\$7,000.00	\$0.00
55	CONNECT TO EXISTING MANHOLES (SAN)	EA	\$1,000.00	2	\$2,000.00		\$0.00		\$0.00		\$0.00	2	\$2,000.00	\$0.00
56	CONNECT TO EXISTING STORM SEWER	EA	\$1,000.00	5	\$5,000.00		\$0.00	4	\$4,000.00		\$0.00	1	\$1,000.00	\$0.00
57	CONNECT TO EXISTING MANHOLES	EA	\$1,000.00	1	\$1,000.00		\$0.00	1	\$1,000.00		\$0.00		\$0.00	\$0.00
58	CONNECT TO EXISTING SANITARY SEWER SERVICE	EA	\$300.00	25	\$7,500.00		\$0.00		\$0.00		\$0.00	25	\$7,500.00	\$0.00
59	15" X 4" PVC WYE	EA	\$750.00	10	\$7,500.00		\$0.00		\$0.00		\$0.00	10	\$7,500.00	\$0.00
60	15" X 6" PVC WYE	EA	\$850.00	9	\$7,650.00		\$0.00		\$0.00		\$0.00	9	\$7,650.00	\$0.00
61	18" X 4" PVC WYE	EA	\$1,000.00	3	\$3,000.00		\$0.00		\$0.00		\$0.00	3	\$3,000.00	\$0.00
62	18" X 6" PVC WYE	EA	\$1,200.00	3	\$3,600.00		\$0.00		\$0.00		\$0.00	3	\$3,600.00	\$0.00
63	TELEWISE SANITARY SEWER	LF	\$2.50	1,890	\$4,725.00		\$0.00		\$0.00		\$0.00	1,890	\$4,725.00	\$0.00
64	4" PVC SANITARY SERVICE PIPE	LF	\$50.00	525	\$26,250.00		\$0.00		\$0.00		\$0.00	525	\$26,250.00	\$0.00
65	6" PVC SANITARY SERVICE PIPE	LF	\$60.00	525	\$31,500.00		\$0.00		\$0.00		\$0.00	525	\$31,500.00	\$0.00
66	4" PVC SANITARY SEWER RISE PIPE	LF	\$55.00	60	\$3,300.00		\$0.00		\$0.00		\$0.00	60	\$3,300.00	\$0.00
67	2" PVC FORCE MAIN	LF	\$25.00	112	\$2,800.00		\$0.00		\$0.00		\$0.00	112	\$2,800.00	\$0.00
68	8" PVC FORCE MAIN	LF	\$65.00	59	\$3,835.00		\$0.00		\$0.00		\$0.00	59	\$3,835.00	\$0.00
69	TEMPORARY WATER SERVICE	LS	\$13,000.00	1	\$13,000.00		\$0.00		\$0.00		\$0.00	1	\$13,000.00	\$0.00
70	RECONNECT WATER SERVICE	EA	\$150.00	39	\$5,850.00		\$0.00		\$0.00		\$0.00	39	\$5,850.00	\$0.00
71	CONNECT TO EXISTING WATER MAIN	EA	\$1,500.00	10	\$15,000.00		\$0.00		\$0.00		\$0.00	10	\$15,000.00	\$0.00
72	HYDRANT	EA	\$6,000.00	7	\$42,000.00		\$0.00		\$0.00		\$0.00	7	\$42,000.00	\$0.00
73	ADJUST VALVE BOX-WATER	EA	\$250.00	1	\$250.00		\$0.00		\$0.00		\$0.00	1	\$250.00	\$0.00
74	1" CORPORATION STOP	EA	\$500.00	41	\$20,500.00		\$0.00		\$0.00		\$0.00	41	\$20,500.00	\$0.00
75	6" GATE VALVE AND BOX	EA	\$2,500.00	12	\$30,000.00		\$0.00		\$0.00		\$0.00	12	\$30,000.00	\$0.00
76	8" GATE VALVE AND BOX	EA	\$3,000.00	17	\$51,000.00		\$0.00		\$0.00		\$0.00	17	\$51,000.00	\$0.00
77	1" CURB STOP AND BOX	EA	\$700.00	41	\$28,700.00		\$0.00		\$0.00		\$0.00	41	\$28,700.00	\$0.00
78	1" TYPE PE PIPE	LF	\$34.00	1,806	\$61,404.00		\$0.00		\$0.00		\$0.00	1,806	\$61,404.00	\$0.00
79	6" PVC WATERMAIN	LF	\$55.00	295	\$16,225.00		\$0.00		\$0.00		\$0.00	295	\$16,225.00	\$0.00
80	8" PVC WATERMAIN	LF	\$65.00	3,333	\$216,645.00		\$0.00		\$0.00		\$0.00	3,333	\$216,645.00	\$0.00
81	3" POLYSTYRENE INSULATION	SY	\$40.00	110	\$4,400.00		\$0.00		\$0.00		\$0.00	110	\$4,400.00	\$0.00
82	DUCTILE IRON FITTINGS	LB	\$10.00	1,294	\$12,940.00		\$0.00		\$0.00		\$0.00	1,294	\$12,940.00	\$0.00
83	2X3 CATCH BASIN	EA	\$2,000.00	14	\$28,000.00		\$0.00	14	\$28,000.00		\$0.00		\$0.00	\$0.00
84	48" CATCH BASIN MANHOLE	EA	\$3,000.00	6	\$18,000.00		\$0.00	6	\$18,000.00		\$0.00		\$0.00	\$0.00
85	60" CATCH BASIN MANHOLE	EA	\$5,500.00	1	\$5,500.00		\$0.00	1	\$5,500.00		\$0.00		\$0.00	\$0.00
86	84" CATCH BASIN MANHOLE	EA	\$9,000.00	3	\$27,000.00		\$0.00	3	\$27,000.00		\$0.00		\$0.00	\$0.00
87	48" SANITARY MANHOLE	EA	\$6,500.00	9	\$58,500.00		\$0.00		\$0.00		\$0.00	9	\$58,500.00	\$0.00
88	SULVIDE RESISTANT STRUCTURE COATING (48" DIA MH)	EA	\$3,000.00	2	\$6,000.00		\$0.00		\$0.00		\$0.00	2	\$6,000.00	\$0.00
89	NEW (SA-7) LIFT STATION WET WELL (HATCH, LINING, SHORING)	LS	\$110,000.00	1	\$110,000.00		\$0.00		\$0.00		\$0.00	1	\$110,000.00	\$0.00
90	LS WET WELL IMP (PIPE CONNECTIONS, FIBERGLASS BAFFLE, SUCTION ELBOW)	LS	\$10,000.00	1	\$10,000.00		\$0.00		\$0.00		\$0.00	1	\$10,000.00	\$0.00
91	DEWATERING (SANITARY SEWER PIPE AND WET WELL)	LS	\$35,000.00	1	\$35,000.00		\$0.00		\$0.00		\$0.00	1	\$35,000.00	\$0.00
92	LIFT STATION VFD REPLACEMENT	EA	\$15,000.00	3	\$45,000.00		\$0.00		\$0.00		\$0.00	3	\$45,000.00	\$0.00
93	CONSTRUCTION 8" OUTSIDE DROP	LF	\$500.00	16	\$8,000.00		\$0.00		\$0.00		\$0.00	16	\$8,000.00	\$0.00
94	CASTING ASSEMBLY	EA	\$1,000.00	33	\$33,000.00		\$0.00	24	\$24,000.00		\$0.00	9	\$9,000.00	\$0.00
95	ADJUST FRAME AND RING CASTING	EA	\$500.00	6	\$3,000.00		\$0.00	1	\$500.00		\$0.00	5	\$2,500.00	\$0.00
96	4" CONCRETE WALK	SF	\$10.00	9,323	\$93,230.00		\$0.00		\$0.00	9,323	\$93,230.00		\$0.00	\$0.00
97	6" CONCRETE WALK	SF	\$15.00	2,128	\$31,920.00		\$0.00		\$0.00	2,128	\$31,920.00		\$0.00	\$0.00
98	CONCRETE CURB AND GUTTER DESIGN B624	LF	\$22.00	6,512	\$143,264.00	6,512	\$143,264.00		\$0.00		\$0.00		\$0.00	\$0.00
99	6" CONCRETE DRIVEWAY PAVEMENT	SY	\$75.00	1,303	\$97,725.00	823	\$61,725.00		\$0.00	480	\$36,000.00		\$0.00	\$0.00
100	CONCRETE CURB DESIGN V	LF	\$25.00	50	\$1,250.00		\$0.00		\$0.00	50	\$1,250.00		\$0.00	\$0.00
101	TRUNCATED DOMES	SF	\$50.00	320	\$16,000.00		\$0.00		\$0.00	320	\$16,000.00		\$0.00	\$0.00

102	STREET AND TRAIL LIGHTING SYSTEM	LS	\$50,000.00	1	\$50,000.00		\$0.00		\$0.00	1	\$50,000.00		\$0.00		\$0.00
103	TRAFFIC CONTROL	LS	\$20,000.00	1	\$20,000.00		\$0.00		\$0.00		\$0.00		\$0.00	1	\$20,000.00
104	INSTALL SIGN	EA	\$500.00	18	\$9,000.00	18	\$9,000.00		\$0.00		\$0.00		\$0.00		\$0.00
105	SIGN PANELS TYPE C	SF	\$50.00	100	\$5,000.00	100	\$5,000.00		\$0.00		\$0.00		\$0.00		\$0.00
106	DECIDUOUS SHRUB 5 GAL (BIO FILTRATION SWALE)	EA	\$100.00	70	\$7,000.00		\$0.00	70	\$7,000.00		\$0.00		\$0.00		\$0.00
107	BIOSWALE FILTRATION MEDIA	CY	\$50.00	178	\$8,900.00		\$0.00	178	\$8,900.00		\$0.00		\$0.00		\$0.00
108	STABILIZED CONSTRUCTION EXIT	LS	\$2,000.00	1	\$2,000.00		\$0.00		\$0.00		\$0.00		\$0.00	1	\$2,000.00
109	STORM DRAIN INLET PROTECTION	EA	\$250.00	31	\$7,750.00		\$0.00	19	\$4,750.00		\$0.00	12	\$3,000.00		\$0.00
110	SEDIMENT CONTROL LOG TYPE WOOD CHIP	LF	\$3.00	3,500	\$10,500.00	1,000	\$3,000.00		\$0.00	2,500	\$7,500.00		\$0.00		\$0.00
111	SEEDING (25-151), FERTILIZER AND HYDRAULIC BONDED FIBER MATRIX	SY	\$3.00	8,766	\$26,298.00	3,466	\$10,398.00		\$0.00	5,300	\$15,900.00		\$0.00		\$0.00
112	SEEDING (SPECIAL), FERTILIZER AND EROSION CONTROL BLANKET CAT 3	SY	\$4.00	889	\$3,556.00		\$0.00	889	\$3,556.00		\$0.00		\$0.00		\$0.00
113	STRUCTURAL POLLUTION CONTROL DEVICE (STORM MH BAFFLE)	EA	\$5,000.00	2	\$10,000.00		\$0.00	2	\$10,000.00		\$0.00		\$0.00		\$0.00
114	RAPID STABILIZATION METHOD 3	MGAL	\$1,000.00	1	\$1,000.00	1	\$1,000.00		\$0.00		\$0.00		\$0.00		\$0.00
115	4" SOLID LINE MULTI-COMPONENT GROUND IN (WR)	LF	\$1.00	5,150	\$5,150.00	5,150	\$5,150.00		\$0.00		\$0.00		\$0.00		\$0.00
116	12" SOLID LINE MULTI-COMPONENT GROUND IN (WR)	LF	\$10.00	300	\$3,000.00	300	\$3,000.00		\$0.00		\$0.00		\$0.00		\$0.00
117	4" BROKEN LINE MULTI-COMPONENT GROUND IN (WR)	LF	\$1.00	625	\$625.00	625	\$625.00		\$0.00		\$0.00		\$0.00		\$0.00
SUBTOTALS:					\$4,294,866.50		\$1,896,664.50		\$570,931.00		\$358,159.00		\$1,244,112.00		\$225,000.00
CONTINGENCY (15%):					\$644,229.98		\$284,499.68		\$85,639.65		\$53,723.85		\$186,616.80		\$33,750.00
TOTAL ESTIMATED CONSTRUCTION COST:					\$4,939,096.48		\$2,181,164.18		\$656,570.65		\$411,882.85		\$1,430,728.80		\$258,750.00

Title:	MOTION SELECTING TWO MEMBERS OF THE CITY COUNCIL TO ATTEND THE APRIL 11, 2023, PLANNING COMMISSION MEETING		
Meeting Date:	April 4, 2023	Agenda Item Number:	7D
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Interview Questions
Originating Department:	Community Development	Presented By:	City Manager
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion selecting two members of the City Council to attend the Planning Commission meeting at 5:30 pm on Tuesday, April 11, 2023.		
How does this item pertain to Vision 2030 goals?	Creating high quality community assets		

BACKGROUND: The process set forth for the selection of candidates to fill the two (2) vacant City of Waseca Planning Commission positions is as follows:

All candidates will be interviewed by the current Planning Commission members at the regular Planning Commission meeting to be held at **5:30 pm on Tuesday, April 11, 2023**, in the Council Chambers of City Hall at 508 South State Street in Waseca. Each candidate will have the opportunity to answer five (5) predetermined questions (see attached).

Two Councilmembers (or the Mayor and one other Councilmember) may attend the Planning Commission meeting (Councilmember Arndt will be in attendance as a member of the Planning Commission). If four or more Councilmembers attend the meeting, a quorum would be present, and it would be subject to public notice as a City Council meeting or Work Session.

Should three council members (including the Mayor) show up at the Planning Commission meeting, Chair Arndt would be required to adjourn the meeting as the City would be in violation of open meeting law.

After all candidates have been interviewed, the Planning Commission may first allow public comment, and will then make a motion to recommend two (2) of the candidates be appointed to the Planning Commission.

This recommendation will be presented at the City Council meeting to be held at **7:00 pm on April 18, 2023**, in the Council Chambers of City Hall at 508 South State Street in Waseca. The City Council will consider the Planning Commission recommendation and will appoint the two (2) new Planning Commission members.

BUDGET IMPACT: None

RECOMMENDATION: Staff recommends City Council make a motion selecting two members of the City Council to attend the Planning Commission meeting at 5:30 pm on Tuesday, April 11, 2023.



508 South State Street ■ Waseca, Minnesota 56093-3033
507-835-9700 ■ FAX 507-835-8871 ■ www.ci.waseca.mn.us

March 30, 2023

Candidate
123 ABC street
Waseca, MN 56093

Dear _____,

Regarding your application to the Planning Commission Board, the five (5) interview questions that will be asked of you at the April 11, 2023, Planning Commission meeting are listed below:

- Please tell us why you are interested in serving on the Planning Commission.

- Please tell us how your education and work experience have prepared you to serve on the Planning Commission.

- Please describe any experience you have working with, or for, a City government.

- Please describe any experience you have in locating, interpreting, and applying City Zoning Codes and Ordinances.

- What is your vision for the future of the City of Waseca?