

REGULAR WASECA CITY COUNCIL MEETING
TUESDAY, APRIL 5, 2022, 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 15, 2022
 - B. Payroll & Expenditures
 - C. Resolution 22-17: Airport ARPA Grant Agency Agreement with MnDOT

7. ACTION AGENDA
 - A. RCCA: Authorization to Bid City Project 2022-11 – Sanitary Sewer Main Lining & Manhole Rehabilitation
 - B. Resolution 22-16: LRIP Grant Agreement City Project 2022-01
 - C. RCCA: Sight Visibility Concerns

8. REPORTS
 - A. City Manager's Report
 - B. Commission Reports
 - a. Airport Board
 - b. HPC
 - c. Fire Relief/Association

9. ANNOUNCEMENTS

10. ADJOURNMENT

MINUTES
REGULAR WASECA CITY COUNCIL MEETING
TUESDAY, MARCH 15, 2022

CALL TO ORDER/ROLL CALL

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

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

Staff Present: Lee Mattson, City Manager
Nate Willey, City Engineer
Julia Hall, Administrative Clerk

MOMENT OF SILENT PRAYER/PLEDGE OF ALLEGIANCE

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

APPROVAL OF AGENDA

3. Motion was made by Arndt, seconded by J. Conrath to approve the agenda. Motion carried 7-0.

PUBLIC COMMENT

4. None

REQUESTS AND PRESENTATIONS

5. Brianna Bleeker- Waseca Library: Water carnival. The Water Carnival is scheduled for June 30th, advertising to begin in April. \$1,075 was requested. The motion was made by J. Conrath to approve the entire \$1,075 request and follow up with the Discover Waseca Tourism committee to see if they would like to support the Waseca Library and reimburse \$500 of the request. This would mean the City's contribution will be \$575. Motion was seconded by Mansfield. Motion carried 7-0.

CONSENT AGENDA

6. Motion was made by Christiansen, seconded by Arndt to approve the consent agenda. Motion carried 7-0.

ACTION AGENDA

7.
 - A. Public Hearing: Ordinance 1100 – Right-of-Way Management. Public hearing was opened at 7:14, no public comments, public hearing closed at 7:15. Motion was made by J. Conrath and seconded by Mansfield to approve Ordinance 1100. Motion carried 7-0.
 - B. Resolution 22-14: 8th Street SE Reconstruction & Rehabilitation Project Award. Motion was made to approve by Rose seconded by Christiansen, Motion carried 6-1 (Nay, Mansfield)
 - C. Resolution 22-15: N State St Trunk Water Main Improvements Project Award. Motion to approve was made by Rose and seconded by J. Conrath. Motion carried 7-0.
 - D. Resolution 21-13: 2022 Election Redistricting. Motion was made to approve by Christiansen and seconded by J. Conrath. Motion carried 7-0.
 - E. KAMP letter, the Council agreed that the time KAMP was in Waseca was positive and that they wish them the best. Motion was made by Mansfield to approve and sign the letter as written and was seconded by Srp. Motion carried 7-0.

REPORTS

8.
 - A. City Manager’s Report
 1. The State will be holding a Special Primary Election on Tuesday May 24, 2022, to fill the seat in Congressional District 1of the late Representative Jim Hagedorn.
 2. The Local Board of Appeal and Equalization meeting will now be an in-person meeting.
 3. City staff has begun the process of the Capital Improvement Plan,
 - B. Commission Reports
 - Economic Development Authority presented by Mansfield:
 1. Riley Poe met with the board to discuss his interest in starting up a car stereo, tinting and detailing business in a lot on Elm next to Kwik Trip. Mr. Poe has full support of the EDA board and City Staff.
 2. A grocery store is still being sought for city and there is nothing new to report.
 3. Paul Snook presented ideas for an email blast showing opportunities for Waseca and growth.
 - History Preservation Committee presented by T. Conrath:
 1. The HPC has submitted the Paul Bruhn Grant application for \$465,000. The grant is proposed to help the exterior and mechanical updates to the American Tap House building in the Historic District of Waseca. It was noted that Board member Tom Glaser and members of City Staff were instrumental in submitting the application in a very short time frame.
 2. For Fall at Waseca High School there has been added a class that will assist with the walking tour and history of Waseca and the board is looking forward to that partnership.
 - Waseca Discover Tourism Board presented by J. Conrath and Mansfield:
 1. The University of Minnesota presented an assessment of Waseca that listed the pros and cons of the area. It was a very lengthy and informative assessment.

ANNOUNCEMENTS

9. Council Member Rose asked for an update on a property that was abated for a Nuisance Ordinance violation. City Manager reported that the property was inspected by public health and no existing public health violations were noted. There are some items that were frozen to the ground when the abatement was originally conducted where follow-up action will be needed.

ADJOURNMENT

10. There being no further business to be brought before the Council, it was moved by Arndt seconded by J. Conrath to adjourn the meeting at 7:45 p.m. Motion carried 7-0.

R. D. SRP
MAYOR

JULIA HALL
ADMINISTRATIVE CLERK

Micah Fisher

LIST OF EXPENDITURES

April 5, 2022

Lee A. Miller

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City Council	3,826.98
Streets	18,667.26
Parks	7,776.25
Wastewater	4,674.20
Utility Administration	3,257.66
Utility Offices	5,359.73
Electric	9,529.67
Water	4,333.45
Building and Code Compliance	2,116.14
Police	43,204.59
Administration	5,157.93
Community Aides	566.90
Fire	6,309.58
Paid On Call Fire Department	567.92
PEG	202.27
Election Judges	0.00
Finance	5,808.82
Connections	2,082.51
Community Development	3,746.99
Engineering	10,430.68
Recreation	1,186.14
Econ Development	<u>2,286.13</u>
Total Gross Payroll	141,091.80
*Less- Payroll Deductions	<u>(72,517.29)</u>

Net Payroll Cost \$ 68,574.51

*These costs are included in Accounts Payable totals below

Accounts Payable

Expenditures dated:	
March 11, 2022-March 31, 2022	
Includes check #'s 157821-157873	
Bank ACH Withdrawals.....	<u>486,807.18</u>

GRAND TOTAL EXPENDITURES \$ 555,381.69

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
General Fund					
03/31/2022	157832	City of Waseca	TLCF Start up Cash	101-10300-0000	150.00
Total 101103000000:					150.00
03/24/2022	32229	ACH Internal Revenue Service	FEDERAL WITHHOLDING TAX Pay Period: 3/20/2022	101-21701-0000	19,277.27 M
Total 101217010000:					19,277.27
03/24/2022	32224	MN Department of Revenue	STATE WITHHOLDING TAX Pay Period: 3/20/2022	101-21702-0000	8,954.52 M
Total 101217020000:					8,954.52
03/24/2022	32229	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 3/20/2022	101-21703-0000	8,056.07 M
03/24/2022	32229	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 3/20/2022	101-21703-0000	8,375.25 M
Total 101217030000:					16,431.32
03/24/2022	32226	Public Employees Retirement Assn (ACH	PERA COORD Emplr 1% Pay Period: 3/20/2022	101-21704-0000	1,320.44 M
03/24/2022	32226	Public Employees Retirement Assn (ACH	PERA COORDINATED Employee Pay Period: 3/20/2022	101-21704-0000	8,582.87 M
03/24/2022	32226	Public Employees Retirement Assn (ACH	PERA POLICE Employee Pay Period: 3/20/2022	101-21704-0000	7,717.35 M
03/24/2022	32226	Public Employees Retirement Assn (ACH	DEF CONTRIBUTION/EMPL Pay Period: 3/20/2022	101-21704-0000	58.70 M
03/24/2022	32226	Public Employees Retirement Assn (ACH	PERA COORDINATED Employer Pay Period: 3/20/2022	101-21704-0000	8,582.87 M
03/24/2022	32226	Public Employees Retirement Assn (ACH	PERA POLICE Employer Pay Period: 3/20/2022	101-21704-0000	11,576.06 M
03/24/2022	32226	Public Employees Retirement Assn (ACH	DEF CONT Employer Pay Period: 3/20/2022	101-21704-0000	58.70 M
Total 101217040000:					37,896.99
03/24/2022	157821	NCPERS Minnesota - 8266711	LIFE INSURANCE - PERA Pay Period: 3/20/2022	101-21711-0000	176.00
Total 101217110000:					176.00
03/24/2022	32229	ACH Internal Revenue Service	MEDICARE Pay Period: 3/20/2022	101-21712-0000	2,767.97 M
03/24/2022	32229	ACH Internal Revenue Service	MEDICARE Pay Period: 3/20/2022	101-21712-0000	2,842.62 M
Total 101217120000:					5,610.59
03/24/2022	32230	MSRS- (DEF COMP)	MSRS - ROTH (AFTER TAX) Pay Period: 3/20/2022	101-21713-0000	1,574.10 M
03/24/2022	32230	MSRS- (DEF COMP)	MSRS - DEF COMP Pay Period: 3/20/2022	101-21713-0000	844.00 M
Total 101217130000:					2,418.10
03/24/2022	32228	Vantagepoint Transfer Agents 457	ICMA - ROTH (AFTER TAX) Pay Period: 3/20/2022	101-21714-0000	300.00 M
03/24/2022	32228	Vantagepoint Transfer Agents 457	ICMA DEF COMPENSATION Pay Period: 3/20/2022	101-21714-0000	682.69 M
Total 101217140000:					982.69
03/24/2022	32225	AFLAC	AFLAC AFTER TAX Pay Period: 3/6/2022	101-21715-0000	364.59 M
03/24/2022	32225	AFLAC	AFLAC AFTER TAX Pay Period: 3/20/2022	101-21715-0000	364.59 M
03/24/2022	32225	AFLAC	AFLAC PRE TAX Pay Period: 3/6/2022	101-21715-0000	805.28 M
03/24/2022	32225	AFLAC	AFLAC PRE TAX Pay Period: 3/20/2022	101-21715-0000	805.20 M
Total 101217150000:					2,339.66
03/31/2022	32222	Further	Flex Reimbursement	101-21716-0000	299.05 M
03/31/2022	32219	Further	Flex Reimbursement	101-21716-0000	140.99 M

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
03/31/2022	32221	Further	Flex Reimbursement	101-21716-0000	721.90	M
03/31/2022	32232	Further	Flex Reimbursement	101-21716-0000	1,444.72	M
03/24/2022	32231	Further	HSA Contribution Pay Period: 3/20/2022	101-21716-0000	605.90	M
Total 101217160000:					3,212.56	
03/24/2022	32227	MN Child Support Payment Center	CHILD SUPPORT FLAT AMT Pay Period: 3/20/2022	101-21717-0000	951.53	M
Total 101217170000:					951.53	
03/24/2022	32223	MN Public Employees Insurance Progra	PEIP Family Pay Period: 3/6/2022	101-21720-0000	15,785.01	M
03/24/2022	32223	MN Public Employees Insurance Progra	Matson Mar COBRA	101-21720-0000	755.94	M
03/24/2022	32223	MN Public Employees Insurance Progra	PEIP Single Pay Period: 3/6/2022	101-21720-0000	14,362.86	M
03/24/2022	32223	MN Public Employees Insurance Progra	PEIP Single Pay Period: 3/20/2022	101-21720-0000	14,362.86	M
03/24/2022	32223	MN Public Employees Insurance Progra	Rugger Mar COBRA	101-21720-0000	755.94	M
03/24/2022	32223	MN Public Employees Insurance Progra	PEIP Employee + 1 Pay Period: 3/6/2022	101-21720-0000	937.92	M
03/24/2022	32223	MN Public Employees Insurance Progra	PEIP Employee + 1 Pay Period: 3/20/2022	101-21720-0000	937.92	M
03/24/2022	32223	MN Public Employees Insurance Progra	Bruder Mar	101-21720-0000	755.94	M
03/24/2022	32223	MN Public Employees Insurance Progra	PEIP Employee + 1 Pay Period: 3/6/2022	101-21720-0000	3,751.86	M
03/24/2022	32223	MN Public Employees Insurance Progra	PEIP Employee + 1 Pay Period: 3/20/2022	101-21720-0000	3,751.86	M
03/24/2022	32223	MN Public Employees Insurance Progra	Sandholm Mar	101-21720-0000	755.94	M
03/24/2022	32223	MN Public Employees Insurance Progra	PEIP Family Pay Period: 3/6/2022	101-21720-0000	3,946.30	M
03/24/2022	32223	MN Public Employees Insurance Progra	PEIP Family Pay Period: 3/20/2022	101-21720-0000	3,946.30	M
03/24/2022	32223	MN Public Employees Insurance Progra	Timlin Mar COBRA	101-21720-0000	755.94	M
03/24/2022	32223	MN Public Employees Insurance Progra	Gedicke Mar COBRA	101-21720-0000	755.94	M
03/24/2022	32223	MN Public Employees Insurance Progra	PEIP Family Pay Period: 3/20/2022	101-21720-0000	15,785.01	M
03/24/2022	32223	MN Public Employees Insurance Progra	Timlin EE+1 Adj (2 mos)	101-21720-0000	1,614.64-	M
03/24/2022	32223	MN Public Employees Insurance Progra	Stangler Adj (Feb)	101-21720-0000	755.94	M
03/24/2022	32223	MN Public Employees Insurance Progra	A. Roessler Adj (Feb)	101-21720-0000	755.94	M
03/24/2022	32223	MN Public Employees Insurance Progra	Olsem Adj (Mar)	101-21720-0000	1,321.04-	M
Total 101217200000:					80,679.74	
03/31/2022	157852	MPeters Enterprises Inc.	City Hall Flag	101-41110-4450	43.84	
Total 101411104450:					43.84	
03/31/2022	20220238	Kohn, Cassandra	Mileage reimbursement	101-41320-3350	77.22	
Total 101413203350:					77.22	
03/31/2022	20220219	APG Media of So MN LLC	2022 subscription	101-41320-4330	68.95	
Total 101413204330:					68.95	
03/31/2022	20220261	Waseca Area Chamber of Commerce	Employee Recognition	101-41320-4930	35.00	
Total 101413204930:					35.00	
03/31/2022	20220235	Innovative Office Supply	Office supplies-Lang	101-41500-2000	1.40	
Total 101415002000:					1.40	
03/31/2022	157870	Waseca County Treasurer	Asmt Setup Fees	101-41500-3000	26.40	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101415003000:					26.40
03/31/2022	20220246	Pantheon Computer Systems Inc.	2022 Replacement-Murphy	101-41920-2050	999.99
03/31/2022	20220246	Pantheon Computer Systems Inc.	2022 Replacement-Ryan	101-41920-2050	1,898.98
Total 101419202050:					2,898.97
03/31/2022	157837	ESRI Inc.	2022 Maintenance Charges	101-41920-4950	3,471.00
Total 101419204950:					3,471.00
03/31/2022	20220235	Innovative Office Supply	Overpayment credit	101-41940-2000	36.06-
03/31/2022	20220235	Innovative Office Supply	Office supplies	101-41940-2000	1.40
03/31/2022	157850	Metro Sales Inc.	Mail Room Copier Staples	101-41940-2000	115.50
03/31/2022	20220247	Personalized Printing Inc.	Envelopes	101-41940-2000	480.60
Total 101419402000:					561.44
03/31/2022	20220217	A. H. Hermel Company	Janitorial Supplies	101-41940-2170	84.81
03/31/2022	157823	Amazon	Breakroom supplies	101-41940-2170	40.25
03/31/2022	157830	Cintas Corporation	First aid cabinet supplies - City Hall	101-41940-2170	40.90
03/31/2022	20220235	Innovative Office Supply	Breakroom supplies	101-41940-2170	65.95
Total 101419402170:					231.91
03/31/2022	20220220	Bomgaars Supply	Parts & Supplies	101-41940-2230	9.98
Total 101419402230:					9.98
03/31/2022	20220223	Cady Business Technologies Inc	Monthly Phone Support Plan	101-41940-3100	262.62
03/31/2022	157829	Cintas Corporation	Floor mat service	101-41940-3100	51.79
03/31/2022	157829	Cintas Corporation	Floor mat service	101-41940-3100	9.60
03/31/2022	157829	Cintas Corporation	Floor mat service	101-41940-3100	51.79
03/31/2022	20220252	Stoltz Cleaning Services LLC	City Hall Cleaning + Qtrly Cleaning	101-41940-3100	742.50
03/31/2022	20220252	Stoltz Cleaning Services LLC	City Hall Cleaning	101-41940-3100	367.50
03/31/2022	20220252	Stoltz Cleaning Services LLC	City Hall Cleaning	101-41940-3100	367.50
Total 101419403100:					1,853.30
03/31/2022	157834	Consolidated Communications	Monthly Billing	101-41940-3200	233.15
03/31/2022	157834	Consolidated Communications	Monthly Billing	101-41940-3200	146.72
Total 101419403200:					379.87
03/31/2022	157828	Centerpoint Energy	Monthly Billing	101-41940-3800	1,291.86
Total 101419403800:					1,291.86
03/31/2022	157823	Amazon	exit bulbs	101-41940-4000	56.25
03/31/2022	20220236	Javens Mechanical Contracting Co.	Heater repair	101-41940-4000	613.95
Total 101419404000:					670.20
03/31/2022	20220264	WSB & Associates Inc	Planning Services	101-41950-3000	325.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101419503000:					325.00
03/31/2022	20220235	Innovative Office Supply	Office Supplies - Police	101-42100-2000	48.72
Total 101421002000:					48.72
03/31/2022	157868	Waseca County Highway Department	Monthly billing	101-42100-2120	2,563.00
03/31/2022	157868	Waseca County Highway Department	Monthly billing	101-42100-2120	15.00
Total 101421002120:					2,578.00
03/31/2022	157823	Amazon	New vacuum	101-42100-2170	299.99
Total 101421002170:					299.99
03/31/2022	157823	Amazon	Uniform Allowance-Harren	101-42100-2180	29.33
03/31/2022	20220253	Streicher's	uniform - Bendorf	101-42100-2180	194.97
03/31/2022	20220253	Streicher's	uniform - Wellman	101-42100-2180	214.98
03/31/2022	20220253	Streicher's	uniform - Bendorf	101-42100-2180	164.97
Total 101421002180:					604.25
03/31/2022	157830	Cintas Corporation	First Aid - Police	101-42100-2190	39.10
Total 101421002190:					39.10
03/31/2022	157854	Orkin Pest Control	Pest Control	101-42100-3000	94.00
03/31/2022	157862	Tactical Solutions	Certification of Laser/Radar Units	101-42100-3000	180.00
Total 101421003000:					274.00
03/31/2022	157829	Cintas Corporation	Floor Mats	101-42100-3100	8.87
03/31/2022	157829	Cintas Corporation	Floor Mats	101-42100-3100	8.88
03/31/2022	157829	Cintas Corporation	Floor Mats	101-42100-3100	8.88
03/31/2022	20220252	Stoltz Cleaning Services LLC	Public Safety Restroom Cleanin	101-42100-3100	78.75
03/31/2022	20220252	Stoltz Cleaning Services LLC	Public Safety Restroom Cleaning	101-42100-3100	78.75
03/31/2022	20220252	Stoltz Cleaning Services LLC	PSB Restroom Cleaning	101-42100-3100	78.75
Total 101421003100:					262.88
03/31/2022	157834	Consolidated Communications	Monthly Billing	101-42100-3200	233.15
03/31/2022	157834	Consolidated Communications	Monthly Billing	101-42100-3200	423.40
03/31/2022	157834	Consolidated Communications	Monthly Billing	101-42100-3200	44.39
Total 101421003200:					700.94
03/31/2022	157851	MN Highway Safety & Research Center	EVOG Course - Tomsche	101-42100-3300	275.00
Total 101421003300:					275.00
03/31/2022	157828	Centerpoint Energy	Monthly Billing	101-42100-3800	1,015.19
Total 101421003800:					1,015.19
03/31/2022	157868	Waseca County Highway Department	Monthly billing	101-42200-2120	405.24

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101422002120:					405.24
03/31/2022	157823	Amazon	Hand soap	101-42200-2170	57.45
Total 101422002170:					57.45
03/31/2022	157830	Cintas Corporation	First Aid - Fire	101-42200-2190	5.65
Total 101422002190:					5.65
03/31/2022	157829	Cintas Corporation	Floor Mats	101-42200-3100	8.88
03/31/2022	157829	Cintas Corporation	Floor Mats	101-42200-3100	8.87
03/31/2022	157829	Cintas Corporation	Floor Mats	101-42200-3100	8.87
03/31/2022	157856	Pro Hydro-Testing LLC	Hydro testing	101-42200-3100	693.00
03/31/2022	20220252	Stoltz Cleaning Services LLC	Public Safety Restroom Cleanin	101-42200-3100	78.75
03/31/2022	20220252	Stoltz Cleaning Services LLC	Public Safety Restroom Cleaning	101-42200-3100	78.75
03/31/2022	20220252	Stoltz Cleaning Services LLC	PSB Restroom Cleaning	101-42200-3100	78.75
Total 101422003100:					955.87
03/31/2022	157834	Consolidated Communications	Monthly Billing	101-42200-3200	44.39
Total 101422003200:					44.39
03/31/2022	20220247	Personalized Printing Inc.	Yard Signs	101-42200-3400	414.00
Total 101422003400:					414.00
03/31/2022	157828	Centerpoint Energy	Monthly Billing	101-42200-3800	1,015.19
03/31/2022	157834	Consolidated Communications	Monthly Billing	101-42200-3800	47.86
Total 101422003800:					1,063.05
03/31/2022	157840	GS Direct Inc.	Ink for plotter	101-42400-2000	237.00
Total 101424002000:					237.00
03/31/2022	20220226	City Building Inspection Services LLC	building inpsctions	101-42400-3000	10,992.07
Total 101424003000:					10,992.07
03/31/2022	20220241	Lenz Lawn Care & Landscaping Inc.	Property Abatement-501 3rd St NE	101-42400-3100	890.00
Total 101424003100:					890.00
03/31/2022	157840	GS Direct Inc.	Ink and paper for plotter	101-43000-2000	122.50
Total 101430002000:					122.50
03/31/2022	157840	GS Direct Inc.	Ink for plotter	101-43000-2170	726.50
Total 101430002170:					726.50
03/31/2022	157870	Waseca County Treasurer	Asmt Setup Fees	101-43000-3000	213.60

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101430003000:					213.60
03/31/2022	32233	Verizon Wireless	Monthly Verizon Data Bill	101-43000-3200	80.02 M
Total 101430003200:					80.02
03/31/2022	20220219	APG Media of So MN LLC	Advertisement for bids-Airport	101-43000-3400	129.00
03/31/2022	20220219	APG Media of So MN LLC	Advertisement for bids-Northstate watermain	101-43000-3400	139.75
Total 101430003400:					268.75
03/31/2022	157824	American Public Works Association	Annual APWA Membership	101-43000-4330	925.00
Total 101430004330:					925.00
03/31/2022	20220232	H & J Fuel Inc	fuel	101-43100-2120	951.71
03/31/2022	157868	Waseca County Highway Department	Monthly billing	101-43100-2120	2,244.15
03/31/2022	157868	Waseca County Highway Department	Monthly billing	101-43100-2120	138.79
Total 101431002120:					3,334.65
03/31/2022	157827	Auto Value Waseca	Parts	101-43100-2170	4.99
03/31/2022	20220220	Bomgaars Supply	Parts & Supplies	101-43100-2170	212.15
03/31/2022	20220251	Smiths Mill Implement Inc.	Chop Saw Blades	101-43100-2170	67.41
Total 101431002170:					284.55
03/31/2022	157826	Aramark Uniform Services	uniform service	101-43100-2180	180.02
03/31/2022	157826	Aramark Uniform Services	uniform service	101-43100-2180	172.02
03/31/2022	157826	Aramark Uniform Services	uniform service	101-43100-2180	179.16
Total 101431002180:					531.20
03/31/2022	157834	Consolidated Communications	Monthly Billing	101-43100-3200	47.86
Total 101431003200:					47.86
03/31/2022	20220219	APG Media of So MN LLC	Advertisement for quotes-Shop roof	101-43100-3400	505.25
Total 101431003400:					505.25
03/31/2022	157828	Centerpoint Energy	Monthly Billing	101-43100-3800	2,145.18
Total 101431003800:					2,145.18
03/31/2022	20220232	H & J Fuel Inc	fuel	101-43125-2120	951.71
Total 101431252120:					951.71
03/31/2022	20220242	Locators & Supplies Inc.	road work sign	101-43170-2170	153.76
Total 101431702170:					153.76
03/31/2022	157859	Sign Solutions USA	sign posts	101-43170-2210	1,664.23

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101431702210:					1,664.23
03/31/2022	20220220	Bomgaars Supply	Parts & Supplies	101-45130-2170	8.99
03/31/2022	157839	Goodin Company	Plumbing	101-45130-2170	3.56
03/31/2022	20220259	USA Blue Book	Chemical Sign	101-45130-2170	48.94
Total 101451302170:					61.49
03/31/2022	157838	Four Seasons Athletics	2022 Season Uniforms	101-45130-2180	1,376.00
Total 101451302180:					1,376.00
03/31/2022	157834	Consolidated Communications	Monthly Billing	101-45130-3200	240.87
Total 101451303200:					240.87
03/31/2022	157828	Centerpoint Energy	Monthly Billing	101-45130-3800	699.04
Total 101451303800:					699.04
03/31/2022	20220233	Horizon Commercial Pool Supply	Water Park Chemical Systems	101-45130-4000	5,070.82
Total 101451304000:					5,070.82
03/31/2022	157871	When to Work Inc	Scheduling App	101-45130-4330	216.00
Total 101451304330:					216.00
03/31/2022	20220248	Pioneer Manufacturing Co.	TLCF Ballfield Marking Paint	101-45180-4000	448.50
Total 101451804000:					448.50
03/31/2022	157868	Waseca County Highway Department	Monthly billing	101-45200-2120	348.76
Total 101452002120:					348.76
03/31/2022	20220227	Condon Farm Service	Tree Supplies	101-45200-2170	247.20
03/31/2022	20220248	Pioneer Manufacturing Co.	Parks Ballfield Marking Paint	101-45200-2170	639.90
03/31/2022	157863	The Tessman Company	Field and Turf Supplies	101-45200-2170	4,506.65
Total 101452002170:					5,393.75
03/31/2022	157830	Cintas Corporation	First Aid Cabinet Supplies-Parks	101-45200-2190	50.57
03/31/2022	157853	North American Safety Inc	Safety Wear	101-45200-2190	39.98
Total 101452002190:					90.55
03/31/2022	20220220	Bomgaars Supply	Parts & Supplies	101-45200-2210	62.09
03/31/2022	20220244	MTI Distributing Inc.	Toro Mower Tires	101-45200-2210	292.52
Total 101452002210:					354.61
03/31/2022	20220241	Lenz Lawn Care & Landscaping Inc.	Salt/Sand City Trails	101-45200-3100	217.50
03/31/2022	157869	Waseca County Landfill	Credit for overpayment	101-45200-3100	100.00-
03/31/2022	157869	Waseca County Landfill	Landfill Fees - Brush	101-45200-3100	140.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
03/31/2022	157869	Waseca County Landfill	Landfill Fees - Brush	101-45200-3100	60.00
03/31/2022	157869	Waseca County Landfill	Landfill Fees - Brush	101-45200-3100	20.00
03/31/2022	157869	Waseca County Landfill	Landfill Fees - Brush	101-45200-3100	60.00
Total 101452003100:					397.50
03/31/2022	157834	Consolidated Communications	Monthly Billing	101-45200-3200	40.92
Total 101452003200:					40.92
03/31/2022	20220219	APG Media of So MN LLC	Seasonal Parks	101-45200-3400	472.50
Total 101452003400:					472.50
03/31/2022	157828	Centerpoint Energy	Monthly Billing	101-45200-3800	683.88
03/31/2022	157828	Centerpoint Energy	Monthly Billing	101-45200-3800	55.78
Total 101452003800:					739.66
03/31/2022	157846	John's Service Garage	Tire Mount	101-45200-4040	36.72
03/31/2022	20220239	Kramer, Jason	Chain sharpening	101-45200-4040	68.50
Total 101452004040:					105.22
03/31/2022	157828	Centerpoint Energy	Monthly Billing	101-45500-3800	923.19
03/31/2022	157834	Consolidated Communications	Monthly Billing	101-45500-3800	69.94
Total 101455003800:					993.13
03/31/2022	20220224	Central Fire Protection Inc.	Extinguisher recharge	101-45500-4000	49.75
03/31/2022	20220236	Javens Mechanical Contracting Co.	Boiler repair	101-45500-4000	511.89
Total 101455004000:					561.64
Total General Fund:					241,755.82
Charter Oaks-TIF					
03/31/2022	157870	Waseca County Treasurer	TIF Annual Maintenance Fee 2022	222-46650-3000	150.00
Total 222466503000:					150.00
Total Charter Oaks-TIF:					150.00
TIF District 27					
03/31/2022	157870	Waseca County Treasurer	TIF Annual Maintenance Fee 2022	227-46650-3000	150.00
Total 227466503000:					150.00
Total TIF District 27:					150.00
DCU Waseca LLC TIF					
03/31/2022	157870	Waseca County Treasurer	TIF Annual Maintenance Fee 2022	228-46650-3000	150.00
Total 228466503000:					150.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total DCU Waseca LLC TIF:					150.00
Airport					
03/31/2022	20220255	Toltz King Duvall Anderson & Assoc Inc.	Airport T-Hangar design	230-49810-3000	21,980.00
Total 230498103000:					21,980.00
03/31/2022	32234	CenturyLink	Airport Phone and Internet	230-49810-3200	111.43 M
Total 230498103200:					111.43
03/31/2022	157828	Centerpoint Energy	Monthly Billing	230-49810-3800	80.95
03/31/2022	32236	Xcel Energy	February Service	230-49810-3800	237.67 M
03/31/2022	32235	Xcel Energy	February Service	230-49810-3800	253.83 M
Total 230498103800:					572.45
03/31/2022	157873	Zahl Equipment Service Inc.	Airport fuel tank inspection	230-49810-4000	212.65
Total 230498104000:					212.65
Total Airport:					22,876.53
Police Reserve					
03/31/2022	157825	Androli, Jeff	Security	275-49212-3100	30.00
03/31/2022	20220229	Deweese, Matt	Security	275-49212-3100	60.00
03/31/2022	20220254	Teachout, Jason	Security	275-49212-3100	60.00
Total 275492123100:					150.00
Total Police Reserve:					150.00
Safe Haven Grant					
03/31/2022	157830	Cintas Corporation	Connections - first aid	279-46350-2170	5.65
Total 279463502170:					5.65
03/31/2022	20220246	Pantheon Computer Systems Inc.	Server Replacement	279-46350-5400	3,836.46
Total 279463505400:					3,836.46
Total Safe Haven Grant:					3,842.11
Capital Improvement					
03/31/2022	157843	Janesville Tile Supply	Tile and supplies	430-43010-5435	218.52
Total 430430105435:					218.52
Total Capital Improvement:					218.52
Water					
03/31/2022	32220	MN Sales and Use Tax Payable	February Sales Tax Payable	601-20210-0000	1,208.16 M
Total 601202100000:					1,208.16
03/31/2022	157842	Hawkins Inc	Conagra Well Chemicals	601-49401-2170	710.67

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
03/31/2022	157842	Hawkins Inc	City Wells Chemicals	601-49401-2170	7,875.68
Total 601494012170:					8,586.35
03/31/2022	157842	Hawkins Inc	Well Equipment	601-49401-2230	1,305.00
Total 601494012230:					1,305.00
03/31/2022	157828	Centerpoint Energy	Monthly Billing	601-49401-3800	397.37
03/31/2022	32237	Xcel Energy	February Service	601-49401-3800	248.25 M
Total 601494013800:					645.62
03/31/2022	20220259	USA Blue Book	Chlorine safety flag	601-49401-4000	564.59
Total 601494014000:					564.59
03/24/2022	32229	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 3/20/2022	601-49430-0000	319.18 M
03/24/2022	32229	ACH Internal Revenue Service	MEDICARE Pay Period: 3/20/2022	601-49430-0000	74.65 M
Total 601494300000:					393.83
03/31/2022	157868	Waseca County Highway Department	Monthly billing	601-49430-2120	368.41
Total 601494302120:					368.41
03/31/2022	157826	Aramark Uniform Services	Uniforms	601-49430-2180	16.05
03/31/2022	20220220	Bomgaars Supply	Parts & Supplies	601-49430-2180	52.79
03/31/2022	20220245	Owatonna Shoe Company	Safety Boots-Meyer	601-49430-2180	185.00
Total 601494302180:					253.84
03/31/2022	20220228	Core & Main LP	Main Repair Parts	601-49430-2230	472.75
03/31/2022	20220228	Core & Main LP	Water Main Repair Supplies	601-49430-2230	351.66
03/31/2022	20220228	Core & Main LP	Main Repair Parts	601-49430-2230	60.38
03/31/2022	157843	Janesville Tile Supply	Hardware	601-49430-2230	37.50
03/31/2022	20220262	Waseca Sand & Gravel Inc.	Main Break Fill	601-49430-2230	2,056.00
Total 601494302230:					2,978.29
03/31/2022	157826	Aramark Uniform Services	Uniform Service	601-49430-3100	13.55
03/31/2022	157826	Aramark Uniform Services	Work Clothes Cleaning	601-49430-3100	13.55
03/31/2022	20220263	Water Conservation Service Inc.	Water Leak Locate	601-49430-3100	549.45
Total 601494303100:					576.55
03/31/2022	20220235	Innovative Office Supply	Rubberbands-Sonnenberg	601-49585-2000	.33
Total 601495852000:					.33
03/31/2022	157834	Consolidated Communications	Monthly Billing	601-49585-3200	62.17
03/31/2022	157864	U.S. Postal Service	Postage - April utility bills	601-49585-3200	468.57
Total 601495853200:					530.74
03/31/2022	20220247	Personalized Printing Inc.	Envelopes & perforated paper for utility bills	601-49585-3500	918.93

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 601495853500:					918.93
03/31/2022	157831	City of Waseca	Summit AR	601-49585-4320	21.00
Total 601495854320:					21.00
03/31/2022	20220240	Krienke, Justin	Mileage Reimbursement	601-49586-3100	67.86
Total 601495863100:					67.86
03/31/2022	157837	ESRI Inc.	2022 Maintenance Charges	601-49586-4950	303.00
Total 601495864950:					303.00
03/31/2022	157867	Waseca Abstract Company	Title Search	601-49593-5300	815.00
Total 601495935300:					815.00
Total Water:					19,537.50
Sanitary Sewer					
03/31/2022	20220222	Boss Supply Inc.	suction hose	602-49470-2170	116.10
Total 602494702170:					116.10
03/31/2022	157855	POSM Software LLC	support contract- sewer camera	602-49470-3100	2,000.00
Total 602494703100:					2,000.00
03/31/2022	157834	Consolidated Communications	Monthly Billing	602-49470-3200	668.14
Total 602494703200:					668.14
03/31/2022	157828	Centerpoint Energy	Monthly Billing	602-49470-3800	18.60
03/31/2022	157828	Centerpoint Energy	Monthly Billing	602-49470-3800	313.30
Total 602494703800:					331.90
03/31/2022	20220221	Border States Electric Supply	LED bulbs for fairground lift station	602-49470-4020	223.75
Total 602494704020:					223.75
03/31/2022	20220246	Pantheon Computer Systems Inc.	Network Adapter	602-49480-2050	119.99
Total 602494802050:					119.99
03/31/2022	157848	Lube-Tech & Partners LLC	gear oil	602-49480-2120	413.79
03/31/2022	157858	Schaeffer Manufacturing Co.	Oil	602-49480-2120	353.02
03/31/2022	157868	Waseca County Highway Department	Monthly billing	602-49480-2120	41.08
Total 602494802120:					807.89
03/31/2022	157841	Hach Company	Lab Supplies	602-49480-2170	258.30

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 602494802170:					258.30
03/31/2022	157830	Cintas Corporation	First aid cabinet supplies	602-49480-3100	60.47
03/31/2022	20220243	M & R Electric Inc.	Lighting repair @ BST tank & TPS bldg	602-49480-3100	436.75
Total 602494803100:					497.22
03/31/2022	157834	Consolidated Communications	Monthly Billing	602-49480-3200	215.56
Total 602494803200:					215.56
03/31/2022	157828	Centerpoint Energy	Monthly Billing	602-49480-3800	5,199.42
03/31/2022	157860	SSI Crestmark MN Holding LLC	Solar Power	602-49480-3800	11,526.67
03/31/2022	157865	USS MN V MT LLC	Solar Power	602-49480-3800	2,199.15
Total 602494803800:					18,925.24
03/31/2022	20220219	APG Media of So MN LLC	newspaper	602-49480-4330	68.95
Total 602494804330:					68.95
03/31/2022	20220235	Innovative Office Supply	Rubberbands-Sonnenberg	602-49585-2000	.34
Total 602495852000:					.34
03/31/2022	157834	Consolidated Communications	Monthly Billing	602-49585-3200	62.17
03/31/2022	157864	U.S. Postal Service	Postage - April utility bills	602-49585-3200	468.56
Total 602495853200:					530.73
03/31/2022	20220247	Personalized Printing Inc.	Envelopes & perforated paper for utility bills	602-49585-3500	918.94
Total 602495853500:					918.94
03/31/2022	157831	City of Waseca	Summit AR	602-49585-4320	40.25
Total 602495854320:					40.25
03/31/2022	157861	Stantec Consulting Services Inc	WWTP Permit Project	602-49586-3000	330.00
Total 602495863000:					330.00
03/31/2022	157861	Stantec Consulting Services Inc	WWTP Barscreen Project	602-49593-5300	2,359.50
03/31/2022	157866	Visu-Sewer Inc	Phase 1 Sanitary Sewer Improvements	602-49593-5300	56,376.97
Total 602495935300:					58,736.47
03/31/2022	20220260	W W Goetsch Associates Inc.	New PD Blower @ WWTP	602-49593-5400	11,501.00
03/31/2022	20220260	W W Goetsch Associates Inc.	WWTP Raw Water Pump Repair	602-49593-5400	8,043.00
Total 602495935400:					19,544.00
Total Sanitary Sewer:					104,333.77

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Electric Utility					
03/31/2022	32220	MN Sales and Use Tax Payable	February Sales Tax Payable	604-20210-0000	34,983.84 M
	Total 604202100000:				34,983.84
03/31/2022	157868	Waseca County Highway Department	Monthly billing	604-49571-2120	361.76
	Total 604495712120:				361.76
03/31/2022	20220220	Bomgaars Supply	Parts & Supplies	604-49571-2170	251.16
	Total 604495712170:				251.16
03/31/2022	20220218	Amaril Uniform Co.	Safety Clothing	604-49571-2180	70.62
	Total 604495712180:				70.62
03/31/2022	20220257	Total Tool Supply Inc.	hydraulic crimper	604-49571-2400	3,626.47
	Total 604495712400:				3,626.47
03/31/2022	20220221	Border States Electric Supply	secondary splices	604-49573-2230	916.56
	Total 604495732230:				916.56
03/31/2022	20220237	JT Services of MN	Street light arms	604-49574-2170	1,635.19
03/31/2022	20220237	JT Services of MN	photo eyes	604-49574-2170	650.74
	Total 604495742170:				2,285.93
03/31/2022	20220235	Innovative Office Supply	Rubberbands-Sonnenberg	604-49585-2000	.34
	Total 604495852000:				.34
03/31/2022	157834	Consolidated Communications	Monthly Billing	604-49585-3200	116.58
03/31/2022	157834	Consolidated Communications	Monthly Billing	604-49585-3200	50.87
03/31/2022	157864	U.S. Postal Service	Postage - April utility bills	604-49585-3200	468.56
	Total 604495853200:				636.01
03/31/2022	20220247	Personalized Printing Inc.	Envelopes & perforated paper for utility bills	604-49585-3500	918.93
	Total 604495853500:				918.93
03/31/2022	157831	City of Waseca	Summit AR	604-49585-4320	113.75
	Total 604495854320:				113.75
03/31/2022	20220231	Gaerst and Associates INC	Residential Energy Audits	604-49586-3100	587.00
	Total 604495863100:				587.00
03/31/2022	157837	ESRI Inc.	2022 Maintenance Charges	604-49586-4950	303.00
	Total 604495864950:				303.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
03/31/2022	157872	Xcel Energy	Territory Market Place Burger King	604-49593-5300	2,500.00
Total 604495935300:					2,500.00
Total Electric Utility:					47,555.37
Central Garage Services					
03/31/2022	157868	Waseca County Highway Department	Monthly billing	701-43180-2120	221.71
Total 701431802120:					221.71
03/31/2022	20220234	IFACS	supplies	701-43180-2170	78.00
03/31/2022	157857	RadioShack	Battery Charger Cooling Fan	701-43180-2170	32.49
03/31/2022	20220250	Share Corporation	spray cleaner	701-43180-2170	137.50
Total 701431802170:					247.99
03/31/2022	157822	ABM Equipment LLC	hose reel swivel	701-43180-2210	535.00
03/31/2022	157823	Amazon	camera trailer lights	701-43180-2210	85.45
03/31/2022	157823	Amazon	air filter for zipper	701-43180-2210	67.96
03/31/2022	157827	Auto Value Waseca	Parts	701-43180-2210	124.55
03/31/2022	20220225	Christensen Tire Service	New Tires Vehicle #51	701-43180-2210	646.36
03/31/2022	20220225	Christensen Tire Service	Temp tire repair unit #14	701-43180-2210	33.50
03/31/2022	20220225	Christensen Tire Service	New Tires unit #14	701-43180-2210	656.20
03/31/2022	20220225	Christensen Tire Service	New Tires # 17	701-43180-2210	717.88
03/31/2022	157835	Deml Ford Lincoln Mercury Inc	Part unit #2000	701-43180-2210	31.82
03/31/2022	157835	Deml Ford Lincoln Mercury Inc	Parts for repair unit #1649	701-43180-2210	313.17
03/31/2022	157835	Deml Ford Lincoln Mercury Inc	Wire Assembly unit #2000	701-43180-2210	20.00
03/31/2022	157835	Deml Ford Lincoln Mercury Inc	Parts unit #60	701-43180-2210	25.80
03/31/2022	157836	Environmental Products & Access LLC	parts for jetter truck	701-43180-2210	438.61
03/31/2022	157844	Janesville Tire Service	Skid Loader Tire Repair	701-43180-2210	49.00
03/31/2022	157845	John Deere Financial	Mower Repair	701-43180-2210	160.13
03/31/2022	157847	Kris Engineering Inc.	12-grader carbide blades	701-43180-2210	5,066.20
03/31/2022	157849	MacQueen Equipment Inc.	sweeper hopper door seal	701-43180-2210	121.03
03/31/2022	157849	MacQueen Equipment Inc.	snow blower fan blades	701-43180-2210	653.74
03/31/2022	20220249	Sanco Equipment LLC	Parts	701-43180-2210	160.66
03/31/2022	20220258	Towmaster Inc	main hyd cyl for #25 box	701-43180-2210	3,084.00
03/31/2022	20220265	Zarnoth Brush Works Inc.	sweeper broom	701-43180-2210	566.00
03/31/2022	20220266	Ziegler Inc	roller matt-cocoa cleaners	701-43180-2210	106.02
Total 701431802210:					13,663.08
03/31/2022	157823	Amazon	terminal release tool	701-43180-2400	31.71
03/31/2022	157827	Auto Value Waseca	Parts	701-43180-2400	70.98
03/31/2022	20220256	Tool Sales Company	Air impact	701-43180-2400	420.00
Total 701431802400:					522.69
Total Central Garage Services:					14,655.47
Equipment Replacement Fund					
03/31/2022	20220230	Emergency Automotive Technologies Inc.	new squad expense	705-49920-5400	550.09
Total 705499205400:					550.09
03/31/2022	157833	Cole Papers Inc	SCBA Washer	705-49930-5400	30,882.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 705499305400:					30,882.00
Total Equipment Replacement Fund:					31,432.09
Grand Totals:					<u>486,807.18</u>

Report Criteria:

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

Title:	RESOLUTION 22-17: AUTHORIZATION OF AN AGENCY AGREEMENT WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION (MNDOT) FOR THE DISBURSEMENT OF FEDERAL AMERICAN RESCUE PLAN ACT (ARPA) GRANT FUNDS TO THE WASECA MUNICIPAL AIRPORT		
Meeting Date:	April 5, 2022	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 22-17 MnDOT Agreement
Originating Department:	Engineering	Presented By:	Consent Agenda
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to adopt Resolution 22-17 authorizing an agency agreement with MnDOT for the disbursement of federal ARPA grant funds to the Waseca Municipal Airport.		

BACKGROUND: The Waseca Airport has been awarded \$32,000 for federally eligible expenses through the American Rescue Plan Act (ARPA). For these funds to be disbursed, an agency agreement with the Minnesota Department of Transportation (MnDOT) must be signed. This agreement and the associated resolution require City Council authorization.

BUDGET IMPACT: With authorization, a total of \$32,000 will be granted for reimbursement of federally eligible airport expenses.

RECOMMENDATION: Staff recommends the Waseca City Council adopt Resolution 22-17 authorizing an agency agreement with MnDOT for the disbursement of federal ARPA grant funds.

RESOLUTION 22-17

**AUTHORIZATION TO EXECUTE
MINNESOTA DEPARTMENT OF TRANSPORTATION
AGENCY AGREEMENT FOR FEDERAL AIRPORT
EXPENSES REIMBURSEMENT**

It is resolved by the City of Waseca as follows:

1. That the state of Minnesota Agreement No. 1049663,

"Grant Agreement for Federal Airport Expenses Reimbursement," for

State Project No. A8101-C3 at the Waseca Municipal is accepted.

2. That the _____ Mayor _____ and _____ City Manager _____ are
(Title) (Title)

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

City of Waseca.

CERTIFICATION

STATE OF MINNESOTA

COUNTY OF Waseca

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

City of Waseca

(Name of the Recipient)

at an authorized meeting held on the 5th day of April, 2022

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

Signature: _____

(Clerk or Equivalent)

CORPORATE SEAL

/OR/

NOTARY PUBLIC

My Commission Expires: _____

STATE OF MINNESOTA
AGENCY AGREEMENT for
FEDERAL AIRPORT EXPENSES REIMBURSEMENT

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

RECITALS

1. Local Government has received an Airport Rescue Grant (“ARG”) under the American Rescue Plan Act of 2021 (H.R. 1319, Public Law 117-2) (“ARPA”) directly from the Federal Aviation Administration (“FAA”) to reimburse eligible airport expenses at Local Government’s airport.
2. This agreement is not a subgrant of the ARG funds. The FAA will be conducting oversight and monitoring the ARG funding (see ARPA FAQs for more information, at: https://www.faa.gov/airports/airport_rescue_grants/media/20211124_ARPA_FAQs.pdf).
3. Pursuant to Minnesota Statutes Sections 360.016 and 360.039, subd. 2, the Local Government desires MnDOT to act as the Local Government’s agent in accepting the federal funds on the Local Government’s behalf and disbursing the federal funds to the Local Government for expenses at the airport.

AGREEMENT TERMS

1. Term of Agreement

- 1.1. Effective Date: This agreement will be effective on the date the MnDOT obtains all required signatures under Minn. Stat. §16C.05, Subd. 2.
- 1.2. Expiration Date: This agreement will expire on September 30, 2024.

2. Local Government’s Duties

- 2.1. The Local Government designates MnDOT to act as its agent in accepting the federal funds on its behalf and disbursing the federal funds to the Local Government for airport expenses deemed allowable by the FAA under the ARPA Act.
- 2.2. The Local Government will prepare reports, keep records, and perform work so as to meet federal requirements and to enable MnDOT to disburse the federal aid sought by the Local Government.
- 2.3. The Local Government will comply with all applicable Federal, State, and local laws, ordinances, and regulations. The Local Government will comply with all requirements and assurances in the ARG Grant, which is incorporated into this contract by reference.

3. MnDOT’s Duties

- 3.1. MnDOT accepts designation as agent of the Local Government for the receipt of the federal funds and disbursement of the federal funds to the Local Government and will act in accordance herewith.
- 3.2. MnDOT will make the necessary requests to the FAA for authorization to disburse federal funds for airport expenses and for reimbursement of eligible costs under the ARPA Act.
- 3.3. MnDOT may withhold federal funds where the FAA determines that airport expenditures were not made in compliance with federal requirements.
- 3.4. MnDOT, the FAA, or duly authorized representatives of the state and federal government will have the right to audit the work performed under this agreement. The Local Government will make available all books, records, and documents pertaining to the work hereunder, for a minimum of six years following the closing of the contract.

4. Payment

- 4.1. **Eligibility.** Eligible expenses under the act include costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments for the Waseca Municipal Airport. Eligible expenses will be determined by the Federal Aviation Administration. Eligible expenses will be determined in accordance with FAA's Policy and Procedures Concerning the Use of Airport Revenues, 64 Federal Register 7696 (64 FR 7696), as amended by 79 Federal Register 66282 (79 FR 66282), which is incorporated into this agreement by reference, and the ARPA Act.
- 4.2. **Reimbursement.** Local Government has been awarded \$32,000 in Federal ARPA Act funding to reimburse federally-eligible expenses at airport(s) it operates. Local Government will be reimbursed for 100% of federally-eligible expenses not reimbursed by any other source. The Local Government will pay any part of the cost or expense that is not paid by federal, state, or other funds. MnDOT will receive the federal funds to be paid by the FAA for eligible expenses and will reimburse the Local Government from said federal funds for each payment request, subject to the limits of those funds.
- 4.3. **Payment Requests.** The Local Government will prepare payment requests in accordance with the terms of the federal award.
- 4.3.1. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may work directly with FAA to receive the federal funds under the ARPA Act grant pursuant to any terms and conditions imposed by FAA.
- 4.4. **Federal Funds.** Payments under this Agreement will be made from federal funds. The Local Government is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for the Local Government's failure to comply with federal requirements. The Local Government agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.
- 4.5. **Closeout.** The Local Government must liquidate all obligations incurred under this Agreement and submit all financial, performance, and other reports as required by the terms of the Federal award. The FAA will determine whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed.

5. **Conditions of Payment.** Local Government's use of federal funds disbursed under this agreement must be in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Local Government will not receive reimbursement under this Agreement for expenses that are not eligible as described in Section 4.1 above.

6. Authorized Representatives

- 6.1. MnDOT's Authorized Representative is:
 Name: Jessica McBroom, or her successor or designee.
 Title: Grants Specialist
 Email: jessica.mcbroom@state.mn.us
- 6.2. The Local Government's Authorized Representative is:
 Name: Nathan Willey
 Title: City Engineer

Email: CityEngineer@ci.waseca.mn.us

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

7. Assignment Amendments, Waiver, and Agreement Complete

- 7.1. **Assignment.** The Local Government may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 7.2. **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 7.3. **Waiver.** If MnDOT fails to enforce any provision of this agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.
- 7.4. **Agreement Complete.** This agreement contains all negotiations and agreements between MnDOT and the Local Government. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 7.5. **Severability.** If any provision of this Agreement or the application thereof is found invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.
- 7.6. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

8. Liability and Claims

- 8.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability. Minnesota Statutes Section 466.04 governs Local Government Liability.
- 8.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to this agreement. The Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any and all lawful claims or costs arising out of or incidental to Local Government's acts or omissions under this agreement and any *ultra vires* acts, including reasonable attorney fees incurred by MnDOT.

9. Audits

- 9.1. Under Minn. Stat. § 16C.05, Subd.5, the Local Government's books, records, documents, and accounting procedures and practices of the Local Government, or other party relevant to this agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.
- 9.2. All requests for reimbursement are subject to audit by FAA or MnDOT.

10. Government Data Practices. The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by MnDOT under this agreement, and as it

applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this agreement.

11. **Workers Compensation.** The Local Government certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will not be considered MnDOT employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way MnDOT's obligation or responsibility.
12. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
13. **Termination for Cause.** MnDOT may terminate this agreement if Local Government fails to observe or perform any of the terms, conditions, or covenants required to be observed or performed by it pursuant to this agreement and such failure continues for a period of 30 calendar days after MnDOT has given written notice to Local Government of such default or, in the event that such default shall be incapable of cure with reasonable diligence during said 30 day period, shall have failed to commence to cure said default within 30 days of the date of said notice and to diligently pursue the same to completion.
14. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Local Government consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.
15. **Fund Use Prohibited.** The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a federal or state contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this agreement.
16. **Discrimination Prohibited by Minnesota Statutes §181.59.** The Local Government will comply with the provisions of Minnesota Statutes §181.59, if applicable, which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.
17. **Limitation.** Under this contract, MnDOT is only responsible for disbursing funds. Nothing in this contract will be construed to make MnDOT a principal, co-principal, partner, or joint venturer with respect to this agreement.

MnDOT may provide technical advice and assistance as requested by the Local Government, however, the Local Government will remain responsible for all aspects of administering this agreement.

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

LOCAL GOVERNMENT

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

STATE ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

By: _____

Date: _____

SWIFT Contract # _____

SWIFT Purchase Order # _____

DEPARTMENT OF TRANSPORTATION

By: _____

Title: _____

Date: _____

MnDOT CONTRACT MANAGEMENT

By: _____

Date: _____

MnDOT GRANT UNIT

By: _____

Date: _____

Title:	Authorization to Bid City Project 22-11: Sanitary Sewer Main Lining and Manhole Rehabilitation		
Meeting Date:	April 5, 2022	Agenda Item Number:	7A
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Plan Set Project Schedule Construction cost estimate
Originating Department:	Sanitary Sewer	Presented By:	City Manager
Approved By City Manager: <input checked="" type="checkbox"/>			
How does this item pertain to Vision 2030 goals?	High quality community assets are improved by removing I&I from the sanitary sewer collection system		

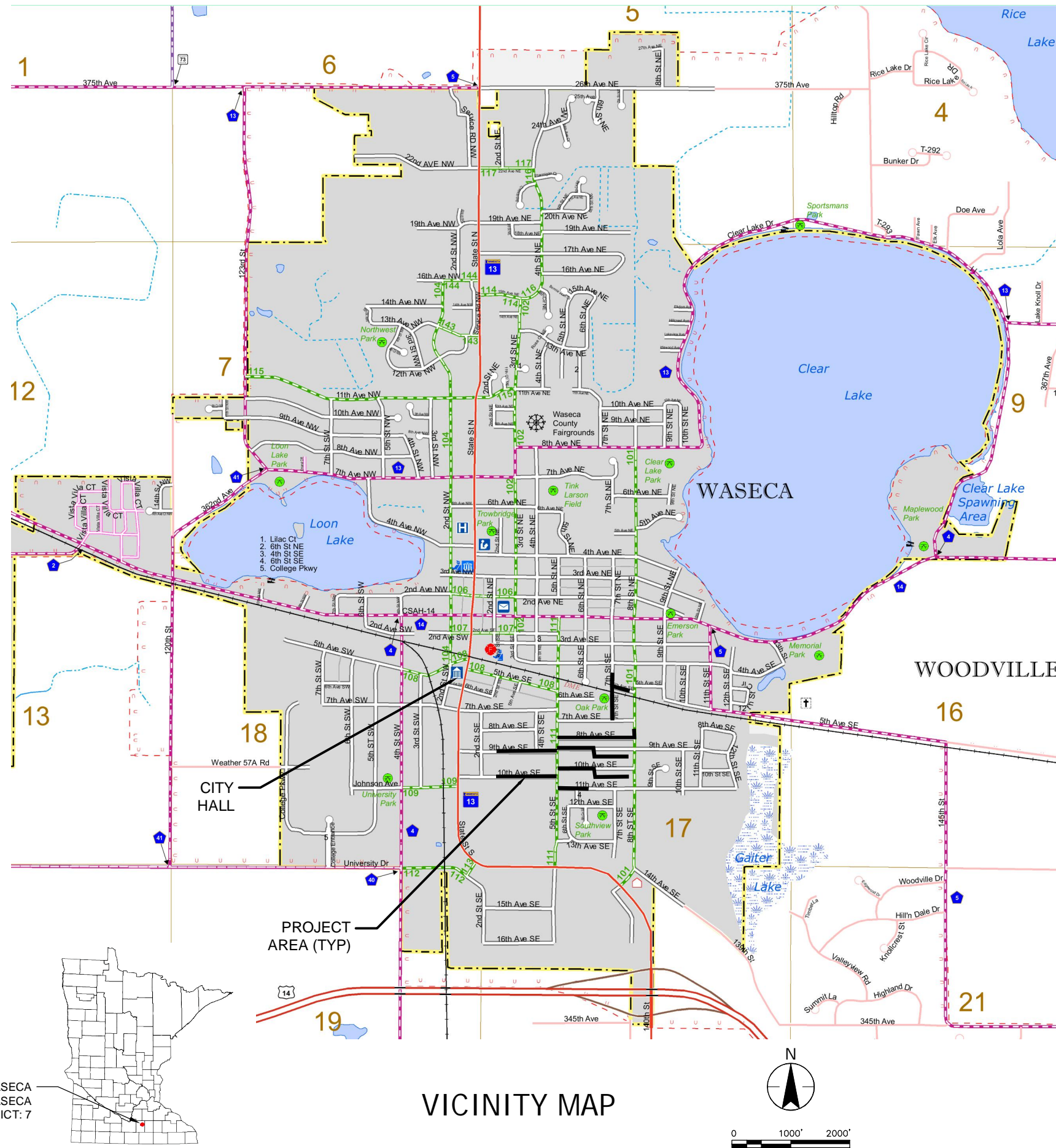
BACKGROUND: When the City Council approved the wastewater Schedule of Compliance with the MPCA, a commitment was made to investigate and remove I&I (inflow and infiltration) from the sanitary sewer collection system. This year, the SE quadrant (south of the RR tracks for the 5th St sewer shed) was chosen to line City pipes and old manhole structures because of residential homes basements flooding, wastewater releases to Gaiter Lake & Clear Lake and because of additional wastewater flow anticipated from the future development of Gaiter Lake (Lewer Farm) land. Engineering plans and the proposed project schedule are attached.

BUDGET IMPACT: The 2022 approved sanitary sewer utility budget (construction & engineering) includes \$500,000 for this project. The engineer’s construction estimate (attached) of \$469,749 is 12.6% over the anticipated construction budget of \$410,560. Based on 2021 favorable bids, staff recommends bidding the entire planned project for Council consideration.

ALTERNATIVES CONSIDERED: The proposed project areas include lining “loose ends” on 7th St SE & 5th Ave SE from the 2017 project. This project also includes lining City pipes that are in residential backyards between 9th Ave & 11th Ave SE. Lining of 5th St SE is not included in this phase of the SE project. Lining of private sewer laterals is not included in this project phase.

RECOMMENDATION: Staff recommends City Council authorization to bid City Project 22-11, the sanitary sewer main lining and manhole rehabilitation project as planned.

CITY: WASECA
 COUNTY: WASECA
 DISTRICT: 7



2022 SANITARY SEWER MAIN AND MANHOLE REHABILITATION

CITY PROJECT NO. 2022-11

SHEET INDEX

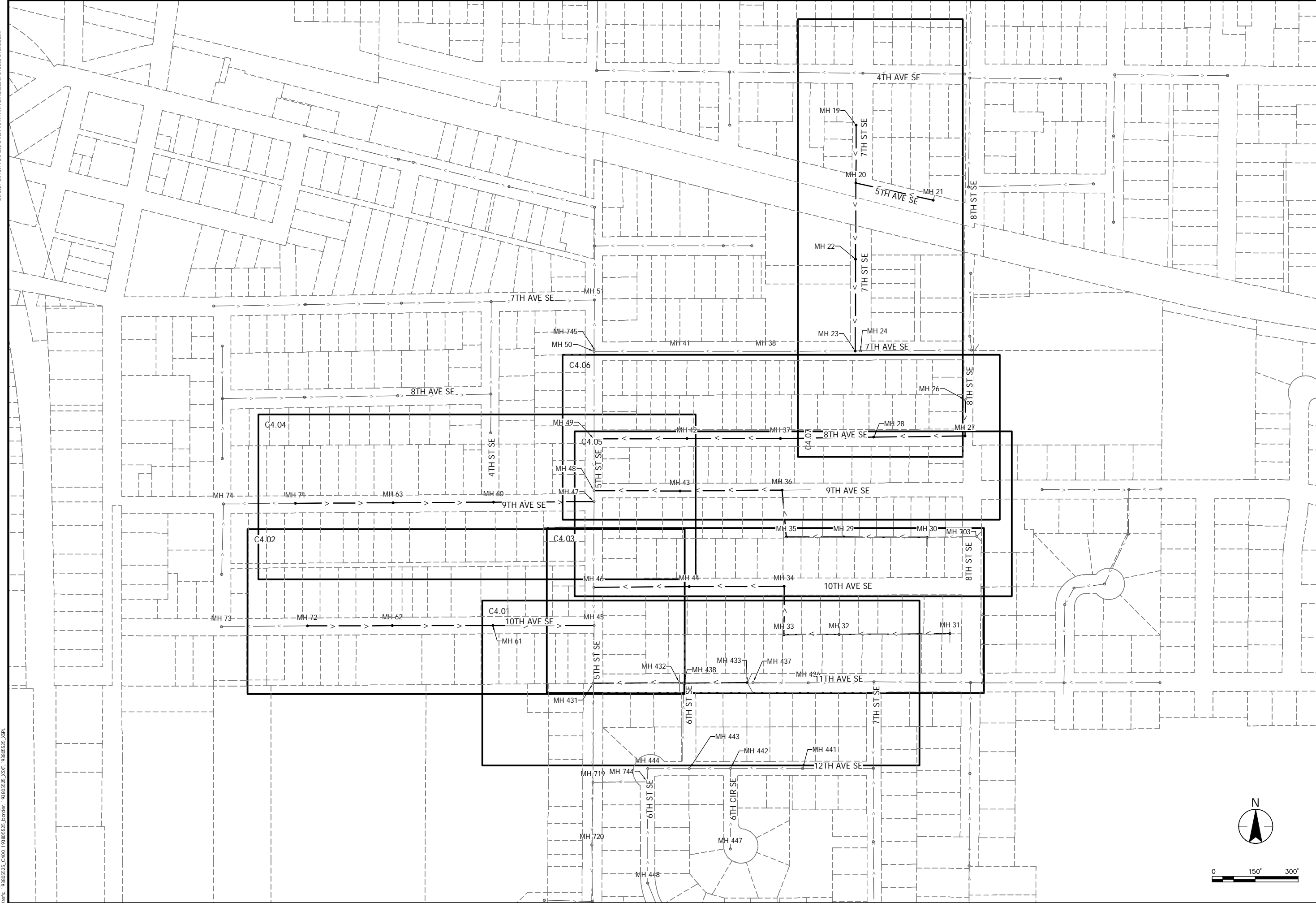
SHEET NO.	SHEET TITLE
G0.01	TITLE
G0.02	LEGEND
G0.03	TABULATION & CONSTRUCTION NOTES
C0.01	LOCATION PLAN
C4.01	PLAN & PROFILE-SANITARY-11TH AVE SE
C4.02	PLAN & PROFILE-SANITARY-10TH AVE SE
C4.03	PLAN & PROFILE-SANITARY-10TH AVE SE
C4.04	PLAN & PROFILE-SANITARY-9TH AVE SE
C4.05	PLAN & PROFILE-SANITARY-9TH AVE SE
C4.06	PLAN & PROFILE-SANITARY-8TH AVE SE
C4.07	PLAN & PROFILE-SANITARY-7TH ST SE & 5TH AVE SE

2022 CITY OFFICIALS

MAYOR	ROY SRP
WARD 1	JEREMY CONRATH
WARD 1	TED CONRATH
WARD 2	JOHN MANSFIELD
WARD 2	ALLAN ROSE
WARD 3	MARK CHRISTIANSEN
WARD 3	DAREN ARNDT
CITY MANAGER	LEE MATTSON

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. NO USE FOR ANY PURPOSE OTHER THAN THAT AUTHORIZED BY STANTEC IS FORBIDDEN.

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I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A FULLY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: JOSEPH G. FALEN
 SIGNATURE:
 DATE: 3-22-2022 LIC. NO. 41627

CITY OF WASECA, MINNESOTA

2022 SANITARY SEWER MAIN AND MANHOLE REHABILITATION

LOCATION PLAN

NO/REVISION	DATE

SURVEY: BW

DRAWN: TJM

DESIGNED: JCP

CHECKED: JCP

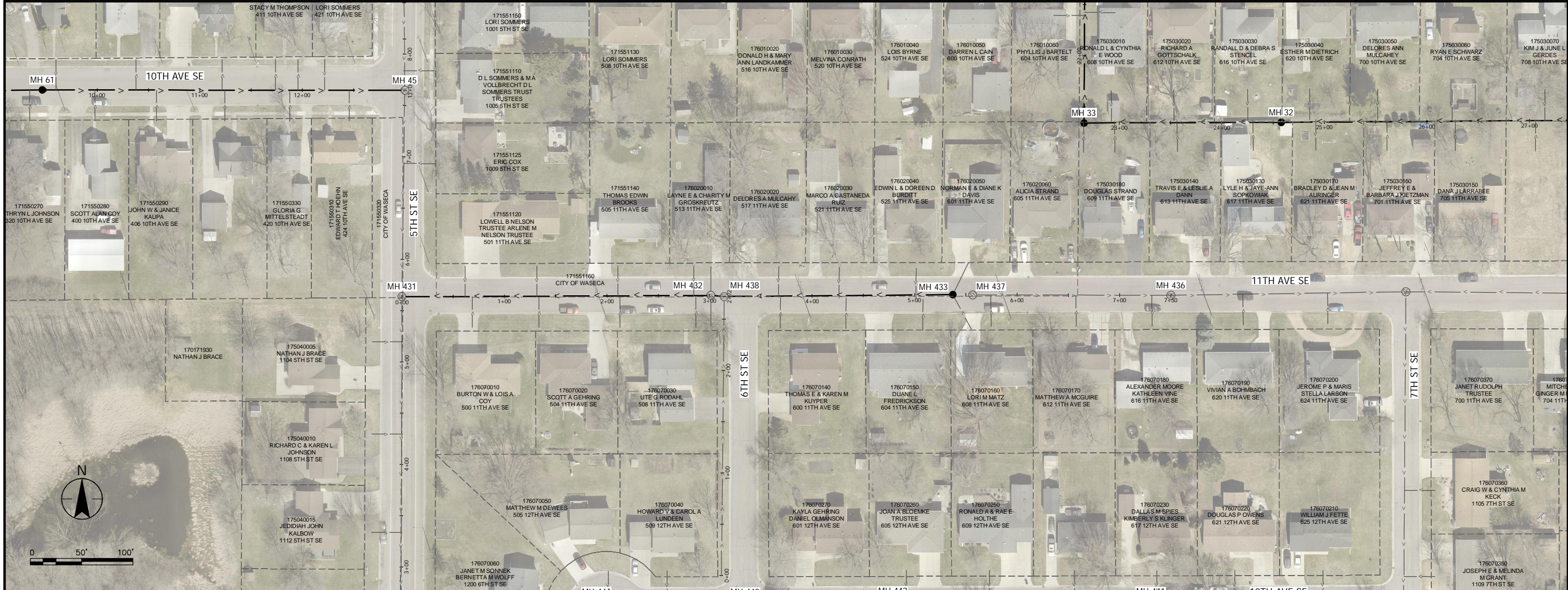
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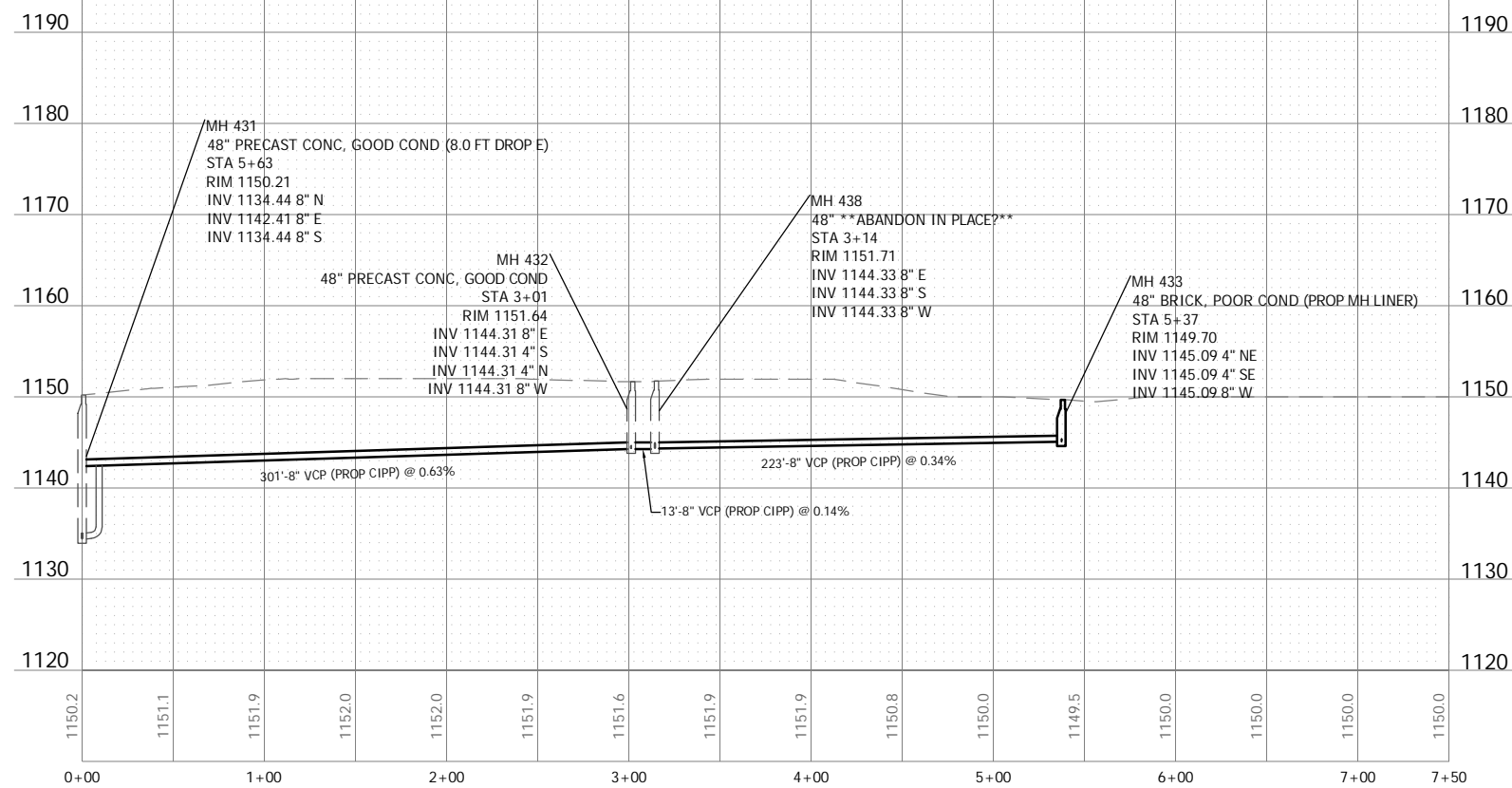
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THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. ANY ERRORS OR OMISSIONS SHALL BE REPORTED TO STANTEC WITHIN 30 DAYS OF USE FOR ANY PURPOSE OTHER THAN THAT AUTHORIZED BY STANTEC'S PERMISSION.



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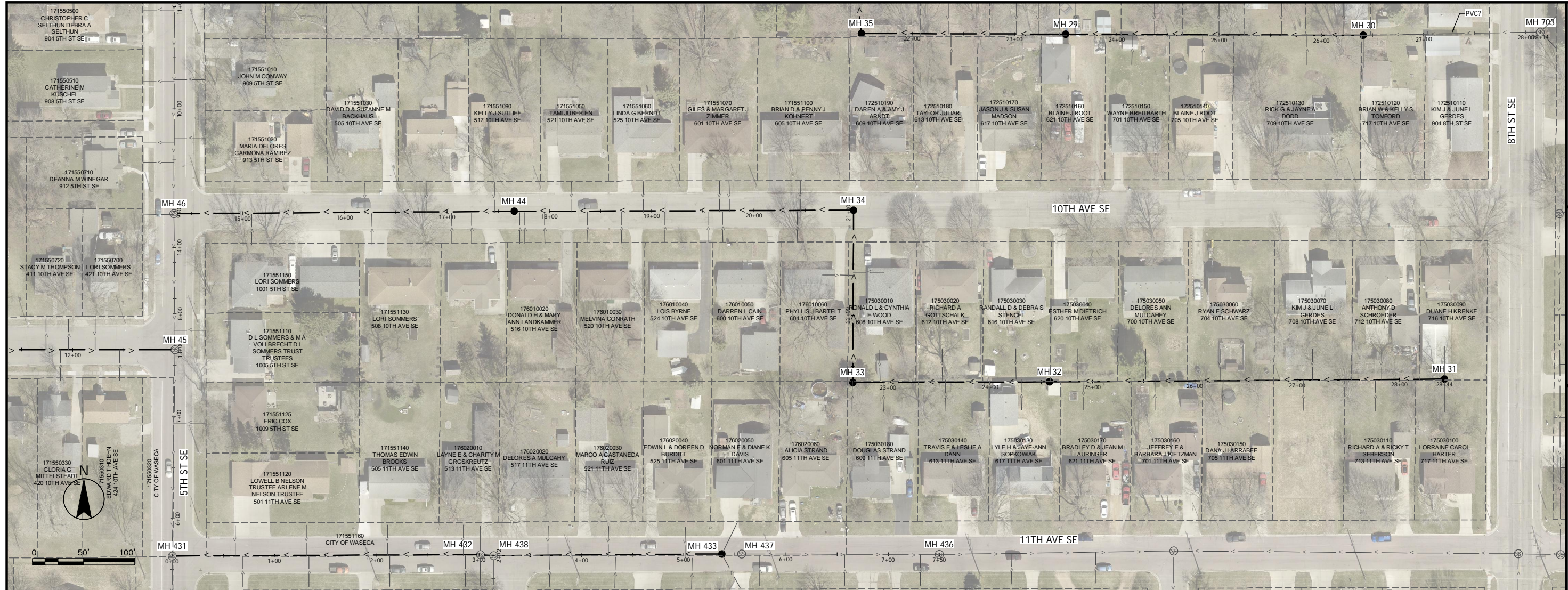
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
 PRINT NAME: JOSEPH C. FALEN
 SIGNATURE: [Signature]
 LIC. NO. 41627
 DATE: 3-22-2022

CITY OF WASECA, MINNESOTA
 2022 SANITARY SEWER MAIN AND MANHOLE REHABILITATION
 PLAN & PROFILE-SANITARY-11TH AVE SE

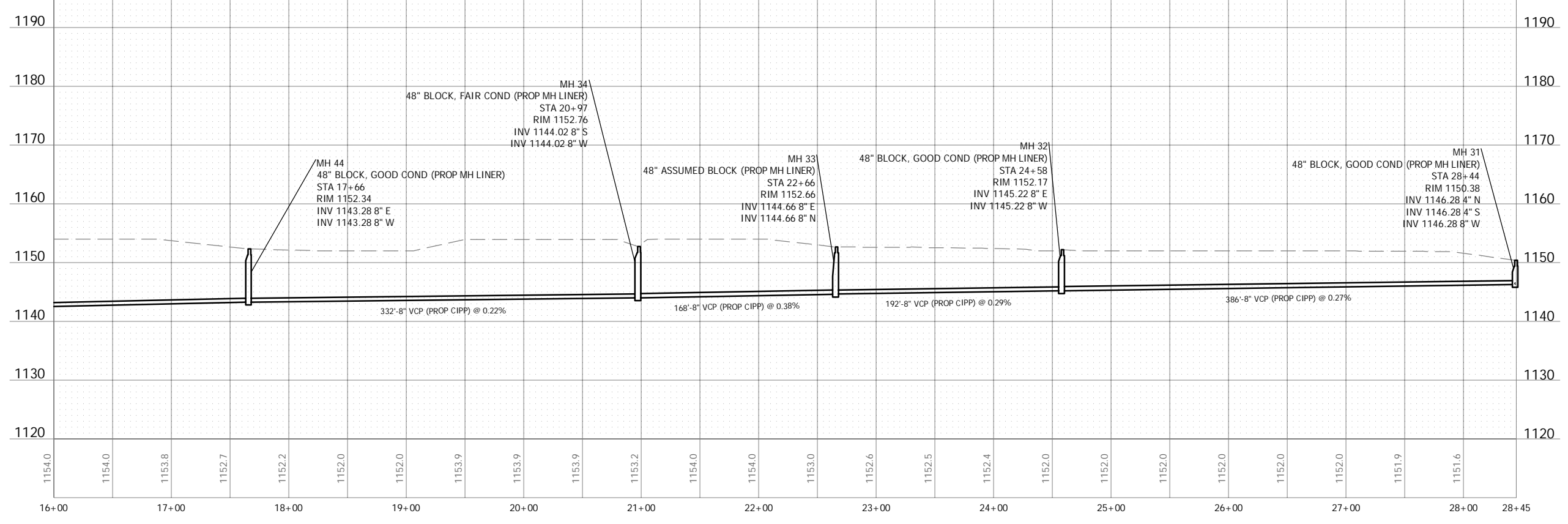
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SURVEY		BW
DRAWN		TJM
DESIGNED		JCP
CHECKED		JCP
APPROVED		JCP
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SHEET NUMBER
C4.01

THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. ANY ERROR OR OMISSIONS SHALL BE REPORTED TO STANTEC WITHIN 10 DAYS OF THE DATE OF THE DRAWING. NO USE FOR ANY PURPOSE OTHER THAN THAT AUTHORIZED BY STANTEC IS FORBIDDEN.



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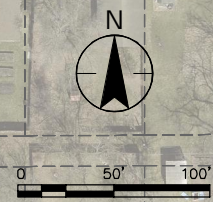
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
 PRINT NAME: JOSEPH C. FALEN
 SIGNATURE: *Joseph C. Falen*
 UIC NO: 41627
 DATE: 3-22-2022

CITY OF WASECA, MINNESOTA
2022 SANITARY SEWER MAIN AND MANHOLE REHABILITATION
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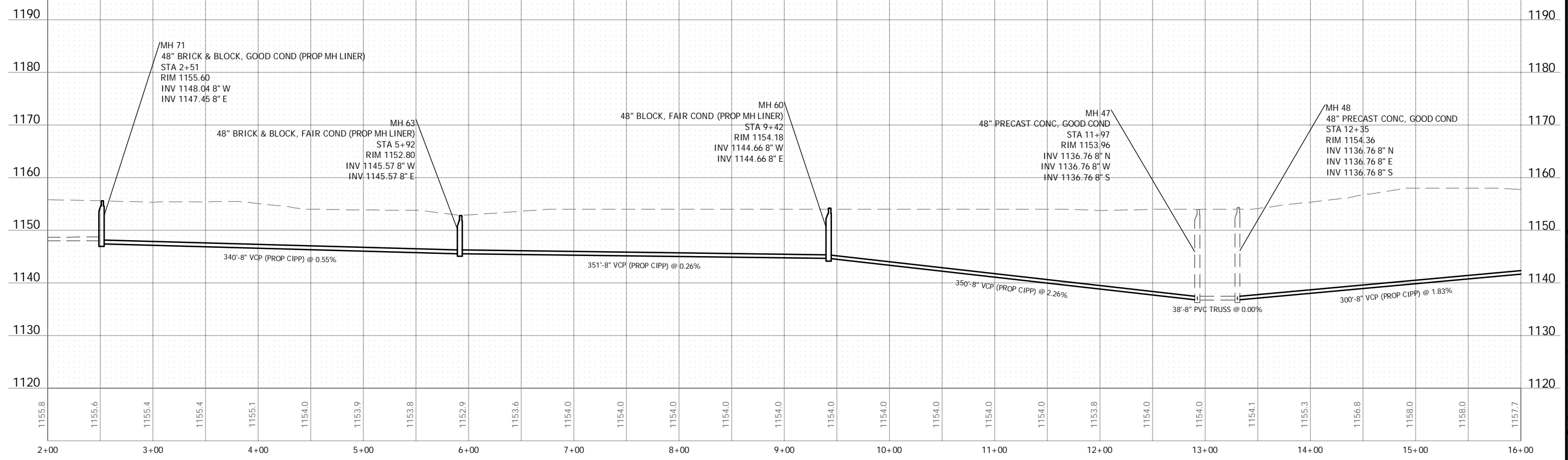
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DRAWN	TJM
DESIGNED	JCP
CHECKED	JCP
APPROVED	JCP
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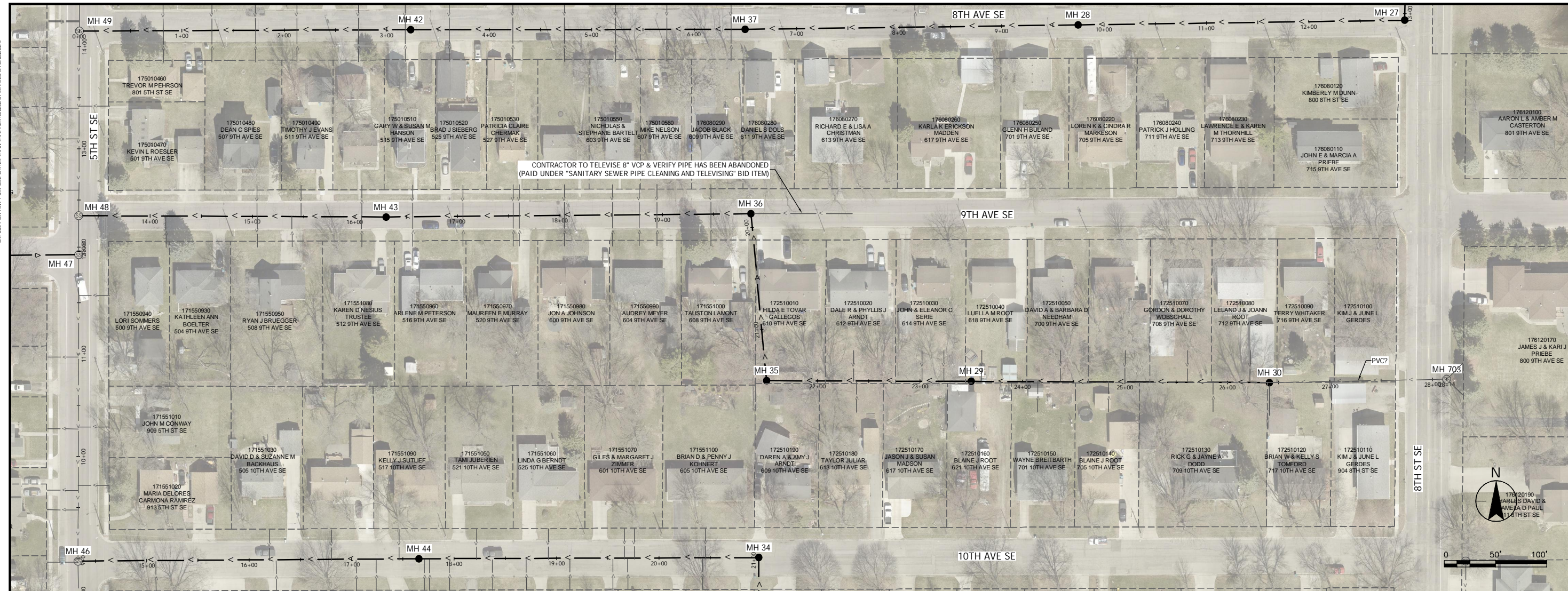
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PRINT NAME: JOSEPH C. PALEN
SIGNATURE: *Joseph C. Palen*
DATE: 2-22-2022
LIC. NO.: 41627

CITY OF WASECA, MINNESOTA
2022 SANITARY SEWER MAIN AND MANHOLE REHABILITATION
PLAN & PROFILE-SANITARY-9TH AVE SE

NO	REVISION	DATE

SURVEY	BW
DRAWN	TJM
DESIGNED	JCP
CHECKED	JCP
APPROVED	JCP
PROJ. NO.	19380525
SHEET NUMBER	C4.04

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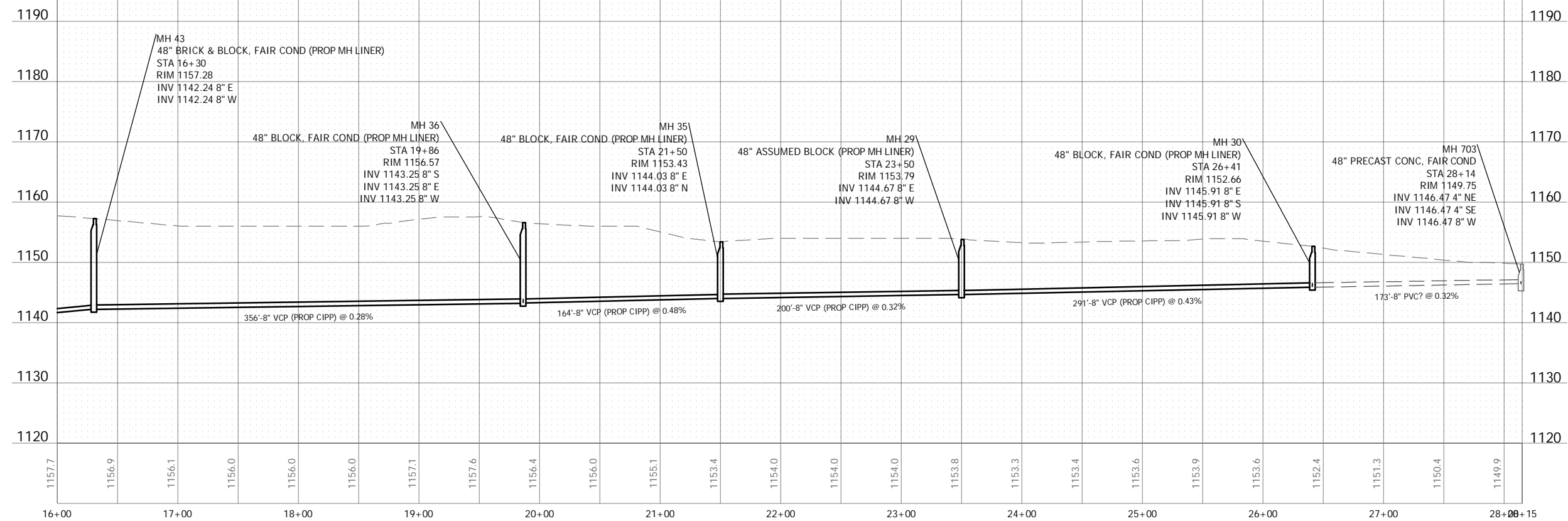


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 PRINT NAME: JOSEPH G. PALEN
 SIGNATURE: *Joseph G. Palen*
 UIC NO: 41627
 DATE: 2/22/2022

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 User: JGALLEN

ALIGNMENT: SANITARY-9TH AVE SE



CITY OF WASECA, MINNESOTA
 2022 SANITARY SEWER MAIN AND MANHOLE REHABILITATION
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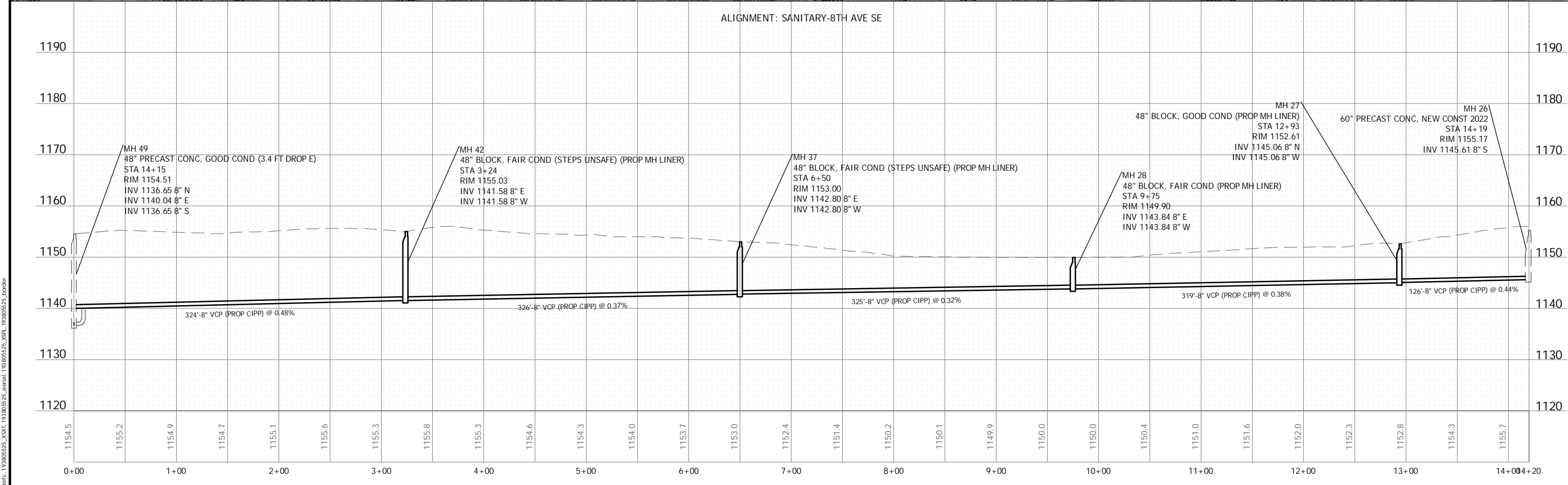
NO.	REVISION	DATE

SURVEY: BW
 DRAWN: TJM
 DESIGNED: JCP
 CHECKED: JCP
 APPROVED: JCP
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 SHEET NUMBER: **C4.05**

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CONTRACTOR TO TELEVIEW 8" VCP & VERIFY PIPE HAS BEEN ABANDONED (PAID UNDER "SANITARY SEWER PIPE CLEANING AND TELEVISIONING" BID ITEM)



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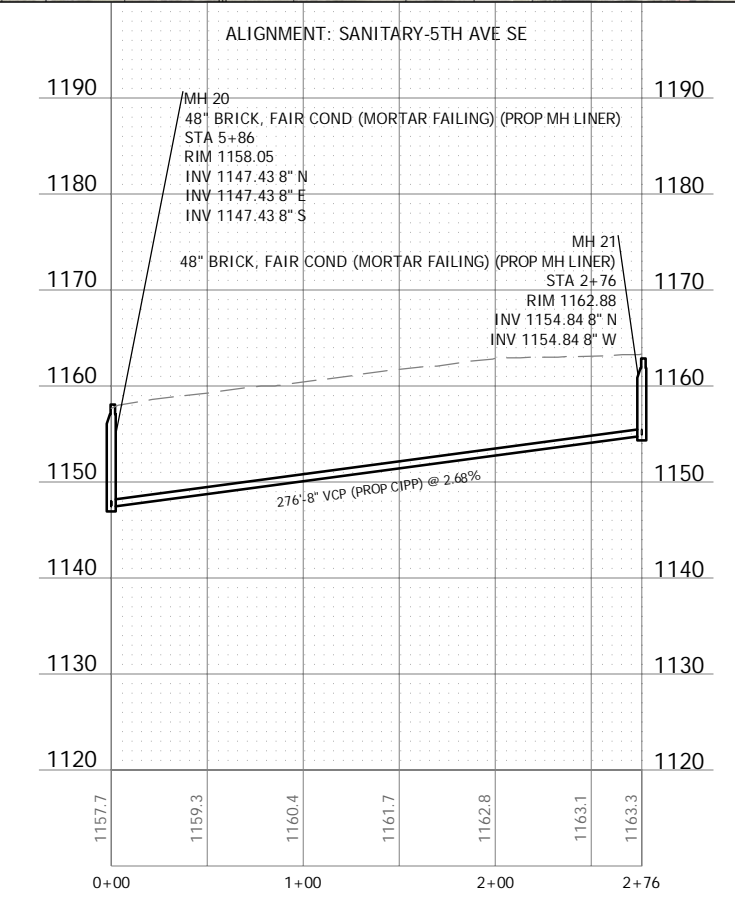
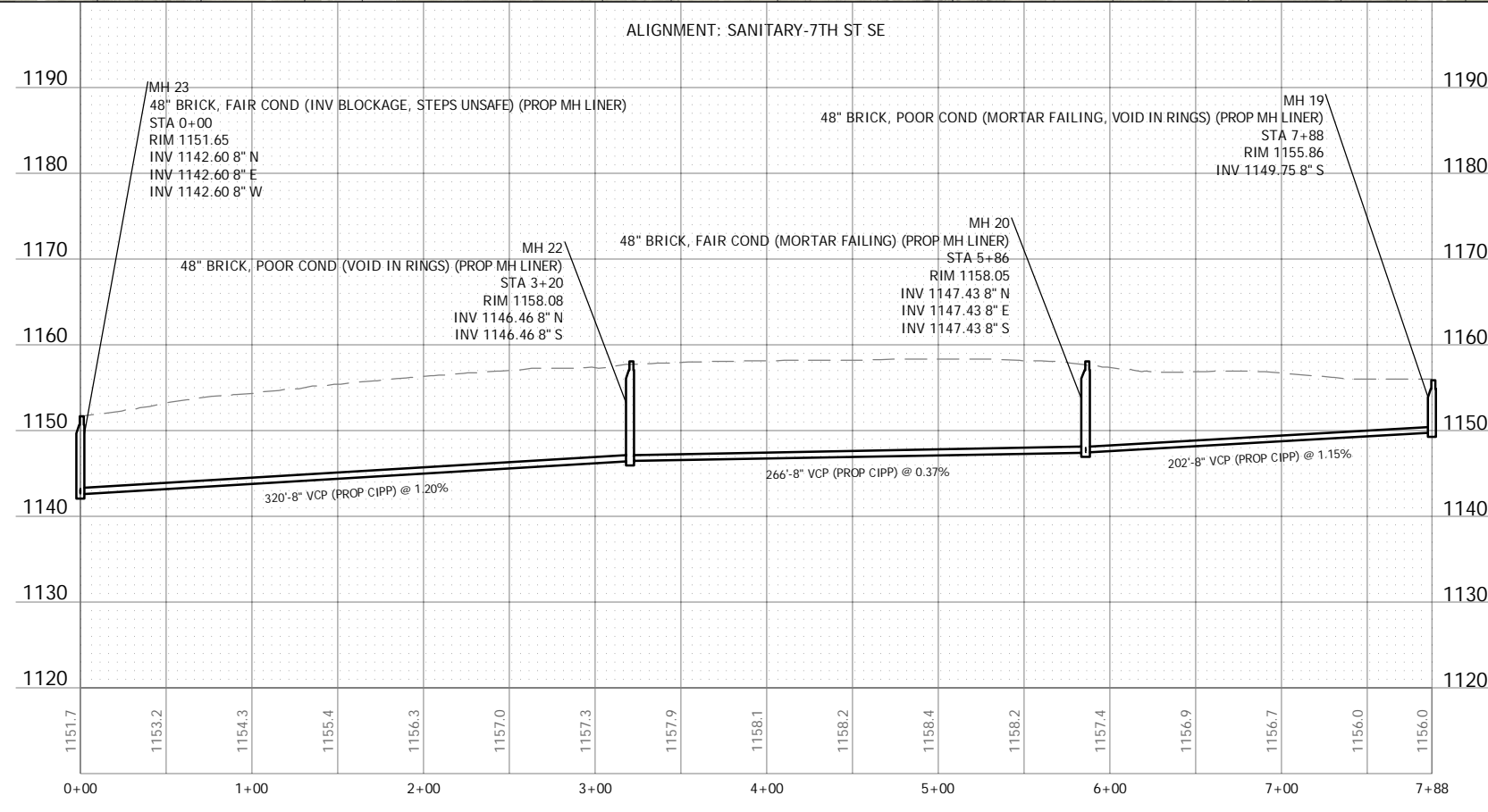
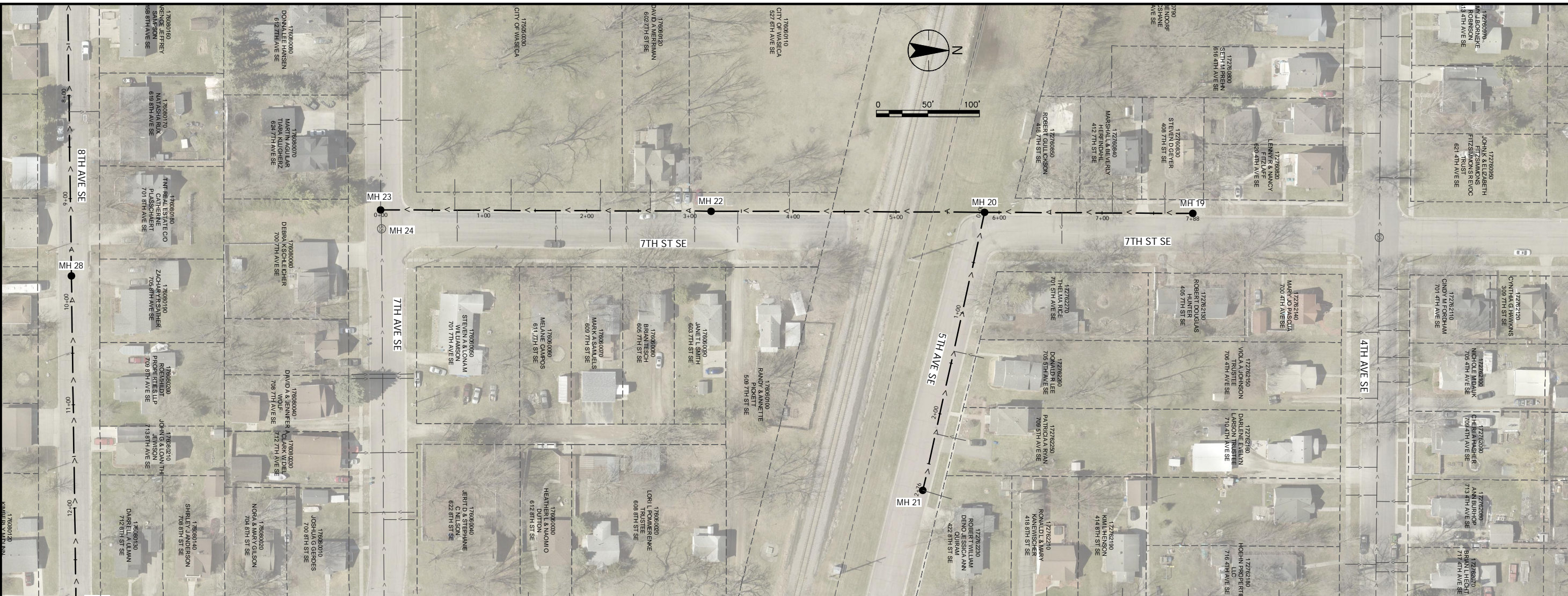
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I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed professional engineer under the laws of the state of Minnesota.
PRINT NAME: JOSEPH C. PALEN
SIGNATURE: *Joseph C. Palen*
DATE: 3-22-2022 LIC NO: 41627

CITY OF WASECA, MINNESOTA
2022 SANITARY SEWER MAIN AND MANHOLE REHABILITATION
PLAN & PROFILE-SANITARY-8TH AVE SE

NO.	REVISION	DATE

SURVEY	BW
DRAWN	TJM
DESIGNED	JCP
CHECKED	JCP
APPROVED	JCP
PROJ. NO.	19380525
SHEET NUMBER	C4.06



CITY OF WASECA, MINNESOTA
 2022 SANITARY SEWER MAIN AND MANHOLE REHABILITATION
 PLAN & PROFILE-SANITARY-7TH ST SE & 5TH AVE SE

NO	REVISION	DATE

SURVEY: BW
 DRAWN: TJM
 DESIGNED: JCP
 CHECKED: JCP
 APPROVED: JCP
 PROJ. NO.: 19380525
 SHEET NUMBER: C4.07

2022 Sanitary Sewer Pipe and Manhole Rehabilitation Project Schedule

<u>Task</u>	<u>Date</u>
City Council Approve Construction plans and Authorize Bidding	April 5, 2022
Submit Ad for bid to Waseca County News and Qwest CDN for Publication - Submission Deadline is Friday at 5:00 PM for next Wednesday Publication	April 8, 2022
Publish Advertisement for Bids in Waseca County News	April 13, 2022
Bid Date (10:00 AM – Electronic Bid Opening)	May 5, 2022
Award Contract (City Council meeting)	May 17, 2022
Begin Construction (Early Start Date)	May 30, 2022
Substantial Construction Completion	November 25, 2022
Final Completion	December 9, 2022



CONSTRUCTION COST ESTIMATE

WASECA 2022 SANITARY SEWER MAIN & MANHOLE REHABILITATION

STANTEC PROJECT 193805525

WASECA, MINNESOTA

18-Mar-22

No.	Item	Units	Qty	EST Unit Price	EST Total Price
BASE BID					
PART 1: SANITARY SEWER REHABILITATION					
1	MOBILIZATION	LS	1	6,500.00	\$6,500.00
2	TRAFFIC CONTROL	LS	1	2,850.00	\$2,850.00
3	BYPASS PUMPING	LS	1	5,500.00	\$5,500.00
4	SANITARY SEWER PIPE CLEANING AND TELEVISIONING	LF	7883	3.00	\$23,649.00
5	8" SEWER REHABILITATION, CIPP	LF	7783	40.00	\$311,320.00
6	8" PRE-LINER	LF	1000	1.50	\$1,500.00
7	SERVICE REINSTATEMENT	EA	192	100.00	\$19,200.00
8	SEWER PIPE JOINT GROUTING	GAL	20	18.00	\$360.00
TOTAL PART 1: SANITARY SEWER REHABILITATION					<u>\$370,879.00</u>
PART 2: MANHOLE REHABILITATION					
9	MOBILIZATION	LS	1	5,000.00	\$5,000.00
10	TRAFFIC CONTROL	LS	1	500.00	\$500.00
11	BYPASS PUMPING	LS	1	1,700.00	\$1,700.00
12	MH REHAB JOINT GROUTING	GAL	100	15.00	\$1,500.00
13	REHAB SANITARY SEWER MH	LF	228	390.00	\$88,920.00
14	BENCH AND INVERT REPAIR	SF	50	25.00	\$1,250.00
TOTAL PART 2: MANHOLE REHABILITATION					<u>\$98,870.00</u>
ESTIMATED CONSTRUCTION COST SUMMARY:					
TOTAL PART 1: SANITARY SEWER REHABILITATION					\$370,879
TOTAL PART 2: MANHOLE REHABILITATION					<u>\$98,870</u>
TOTAL ESTIMATED CONSTRUCTION COST					\$469,749



CITY OF WASECA

Request for City Council Action

Title:	RESOLUTION NO. 22-16: APPROVAL OF LOCAL ROAD IMPROVEMENT PROGRAM (LRIP) GRANT AGREEMENT FOR THE 8 TH STREET SE RECONSTRUCTION & REHABILITATION PROJECT (CITY PROJECT NO. 2022-01)		
Meeting Date:	April 5, 2022	Agenda Item Number:	7B
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 22-16 LRIP Grant Agreement
Originating Department:	Engineering	Presented By:	City Engineer
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to adopt Resolution No. 22-16 approving the LRIP Grant Agreement for the 8 th Street SE Reconstruction & Rehabilitation Project (City Project No. 2022-01).		
How does this item pertain to Vision 2030 goals?	Creating high quality community assets		

BACKGROUND: On June 1, 2021, the City was awarded a Local Road Improvement Program (LRIP) grant of up to \$1,250,000 for roadway improvements associated with the 8th Street SE Reconstruction and Rehabilitation Project (City Project No. 2022-01). This grant can be applied to project items associated with street improvements. Engineering and utility costs are not grant eligible. In order to accept these funds, the LRIP Grant Agreement and resolution must be approved before work begins on the project.

BUDGET IMPACT: On March 15, 2022, the project was awarded to Heselton Construction LLC in the amount of \$1,436,538.73. Based on their bid, the grant maximum of \$1,250,000 will be applied to eligible project items. Therefore, with approval of the LRIP Grant Agreement, the City will be receiving \$1,250,000 in grant funding for roadway improvements along 8th Street SE. If the LRIP Grant Agreement is not approved, the street capital improvement fund and storm sewer utility fund would need to cover those costs.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 22-16 approving the LRIP Grant Agreement for the 8th Street SE Reconstruction & Rehabilitation Project (City Project No. 2022-01).

RESOLUTION NO. 22-16

**A RESOLUTION OF THE WASECA CITY COUNCIL
APPROVING THE TERMS AND CONDITIONS OF THE
STATE TRANSPORTATION FUND'S LOCAL ROAD IMPROVEMENT PROGRAM GRANT
FOR THE 8TH STREET SE RECONSTRUCTION & REHABILITATION PROJECT
SAP 172-101-006 (CITY PROJECT NO. 2022-01)**

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

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

WHEREAS, the amount of the grant has been determined to be \$1,250,000.00 by reason of the lowest responsible bid.

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

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

Adopted this 5th day of April 2022.

R.D. SRP
MAYOR

ATTEST:

JULIA HALL
ADMINISTRATIVE CLERK

LOCAL ROAD IMPROVEMENT PROGRAM (LRIP)
GRANT AGREEMENT

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

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

City of Waseca, 508 South State Street, Waseca, MN 56093
Contact: Nathan Willey, Director of Engineering (507.835.9716)

2. Project(s):

Name of Project & Project Number (See Exhibit C for location)	Amount of LRIP Funds	Amount of Required Matching Funds	Completion Date
8 th Street SE Reconstruction & Rehabilitation Project SAP 172-101-006	\$1,250,000.00	\$186,538.73	December 31, 2024

3. Total Amount of LRIP Grant for all projects under this Agreement: \$1,250,000.00
4. The following Exhibits for each project are attached and incorporated by reference as part of this Agreement:

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

5. Additional requirements, if any: NONE
6. Any modification of this Agreement must be in writing and signed by both parties.

PUBLIC ENTITY (GRANTEE)

By: _____
R.D. Srp

Title: Mayor

Date: _____

By: _____
Lee Mattson

Title: City Manager

Date: _____

DEPARTMENT OF TRANSPORTATION
Approval and Certifying Encumbrance

By: _____

Title: State Aid Programs Engineer

Date: _____

Office of Financial Management, Grant Unit

By: _____
Agency Grant Supervisor

Date: _____

OFFICE OF CONTRACT MANAGEMENT

By: _____
Contract Administrator

Date: _____

EXHIBIT A

SOURCES AND USES OF FUNDS SCHEDULE

SOURCES OF FUNDS		USES OF FUNDS	
Entity Supplying Funds	Amount	Expenses	Amount
State Funds:		Items Paid for with LRIP Grant Funds:	
LRIP Grant	\$1,250,000.00	Reconstruct 8 th St SE, stormwater, sidewalk, striping	\$800,384.09
		Rehabilitate 8 th St SE, stormwater, sidewalk, striping	\$449,615.91
Subtotal	\$1,250,000.00	Subtotal	\$1,250,000.00
Public Entity Funds:		Items paid for with Non-LRIP Grant Funds:	
Roadway Local Match	\$6,049.98	Rehabilitate 8 th St SE	\$6,049.98
Stormwater Local Match	\$6,736.00	Non-Participating Stormwater	\$6,736.00
Sanitary Sewer Local Match	\$162,646.75	Non-Participating Sanitary Sewer	\$162,646.75
Water Utility Local Match	\$11,106.00	Non-Participating Water Utility	\$11,106.00
Subtotal	\$186,538.73	Subtotal	\$186,538.73
TOTAL FUNDS	\$1,436,538.73	TOTAL PROJECT COSTS	\$1,436,538.73

EXHIBIT B

PROJECT SCHEDULE

Award Date: March 15, 2022

Estimated Construction Start Date: May 9, 2022

Estimated Construction Substantial Completion Date: October 14, 2022

Estimated Construction Final Completion Date: November 10, 2022

Contract Final Completion Date: on or before December 31, 2024

EXHIBIT C

BOND FINANCED PROPERTY CERTIFICATION

State of Minnesota
General Obligation Bond Financed Property

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

- A. The Restricted Property is State bond-financed property under Minn. Stat. Sec. 16A.695, is subject to the requirements imposed by that statute, and cannot be sold, mortgaged, encumbered, or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget; and
- B. The Restricted Property is subject to the provisions of the Local Road Improvement Program Grant Agreement between the Minnesota Department of Transportation and the undersigned dated _____, 2022; and
- C. The Restricted Property shall continue to be deemed State bond-financed property for 37.5 years or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget.

Date: _____, 2022

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

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

By: _____
Name: Lee Mattson
Title: City Manager

Attachment 1 to Exhibit C

GENERAL DESCRIPTION OF RESTRICTED PROPERTY

The 66-foot-wide street right of way of 8th Street SE extending from Elm Avenue East to State Highway 13 within the City of Waseca, Waseca County, Minnesota.

EXHIBIT D

GRANT APPLICATION

Attach the grant application for the project

EXHIBIT E

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

EXHIBIT F

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

Article I DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“MnDOT” - means the Minnesota Department of Transportation.

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

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

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

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

Article II

GRANT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2.11 Termination of Agreement and Modification of LRIP Grant.

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

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

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

Article III

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

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

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

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

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

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

Article IV **DISBURSEMENT OF GRANT PROCEEDS**

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

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

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

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

Formula #1:

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

Formula #2:

$$\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of Project completed})$$

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

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

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

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

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

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

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

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

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

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

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

Article V **MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5.25 Telecommunications Certification. If federal funds are included in Exhibit A, by signing this agreement, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Contractor will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.

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



CITY OF WASECA

Request for City Council Action

Title:	SIGHT VISIBILITY CONCERNS		
Meeting Date:	April 5, 2022	Agenda Item Number:	7C
Action:	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> DISCUSSION	Supporting Documents:	
Originating Department:	Engineering	Presented By:	City Engineer
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Actions: Discuss sight visibility concerns and provide further direction to City staff.		
How does this item pertain to Vision 2030 goals?	Creating High Quality Community Assets		

BACKGROUND: City Council had requested a staff evaluation and recommendations regarding sight visibility concerns at the following locations:

- Intersection of 4th Street NE and 7th Avenue NE (northbound looking east)
- Intersection of 3rd Avenue and North State Street (eastbound and westbound looking north)

At the intersection of 4th Street NE and 7th Avenue NE, sight visibility is constrained by the Tink Larson Field grandstand located in the SE quadrant of the intersection. The staff recommended solution is to change the controls at this intersection to an all-way (4 direction) stop. Currently, northbound, southbound, and eastbound are stop controlled, but westbound is a yield. The yield sign was installed by staff after School District/bus company resistance to a stop sign, which led to no actions being taken by Council at that time regarding the intersection. The School District/bus company resistance stemmed from their opinion that westbound school buses would have difficulty stopping and starting up again on the existing incline.

At the intersection of 3rd Avenue and North State Street, sight visibility is, in part, constrained by large decorative streetlight bases located in the NW and NE quadrants of the intersection. However, sight visibility is also constrained looking both north and south when vehicles are parked in the on-street parking stalls. As a result of both the bases and the on-street parking, eastbound and westbound traffic is forced to pull ahead (into the crosswalk) to see oncoming traffic in either direction. Apart from being within the crosswalk, this practice is still safe because of the protection provided by the bump-outs. After pulling ahead, the on-street parking then becomes the dominant factor in terms of restricting sight visibility because the bases are located back further from the street. While removal or relocation of the bases would certainly be an improvement, sight visibility is hindered to a greater extent by the on-street parking. Both the on-street parking stalls and the bases are outside of a 25-foot sight triangle (as measured from the curb lines of the bump-outs). Consultation with the Police Department did not reveal accident history for either intersection.

BUDGET IMPACT: Costs associated with changing the controls at the intersection of 4th Street NE and 7th Avenue NE to an all-way (4 direction) stop would be minimal. The costs to remove or relocate the decorative bases at the intersection of 3rd Avenue and North State Street are unknown but would likely be significant.

RECOMMENDATION: The City Council should consider the potential traffic impacts of requiring westbound traffic to stop at the intersection of 4th St NE and 7th Ave NE in inclement weather against the potential public safety impacts of leaving the intersection as is. Council should either make a motion to leave the intersection of 4th St NE and 7th Ave NE as is or make a motion to install all-way (4 direction) stop controls at the intersection of 4th St NE and 7th Ave NE. Staff recommends no changes to the intersection of 3rd Ave NE and North State Street at this time.

Title:	Technical Change to Fire Relief Association Bylaws		
Meeting Date:		Agenda Item Number:	8A
Action:	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> DISCUSSION	Supporting Documents:	
Originating Department:	Administration	Presented By:	City Manager
Approved By City Manager: <input checked="" type="checkbox"/>			
How does this item pertain to Vision 2030 goals?	Good Government		

BACKGROUND: At the December 21, 2021 Regular Meeting, the City Council approved amended/new bylaws for the Fire Relief Association. The City Council also approved a change in the pension amount guarantee by a separate action. A technical issue has arisen in the addenda, specifically Addendum D records the action taken to approve the bylaws with the comment, “Amendments made in cooperation with the City, no changes to benefit levels.” Addendum B to the bylaws notes that a change in pension amount also occurred on December 21. This leads to confusion in reconciling Addendum B and Addendum D.

To correct what amount to a scrivener’s error, the City Attorney has recommended that staff remove the phrase, “no changes to benefit levels” from Revision 2 in Addendum D to eliminate this source of confusion. The City Attorney has further opined that since the changes are in the Addendum, and not the body of the document, this change does not require any action by the Council. The City Attorney further notes that the change is technical, and not substantive which further justifies correct at the staff level. Accordingly, in my role as City Manager I have directed that the change be made to Addendum D of the bylaws.

BUDGET IMPACT: None.

ALTERNATIVES CONSIDERED: None. This is the fix recommended by the City Attorney.

RECOMMENDATION: No Council action required.