

CLOSED MEETING 6:30 PM. PERMITTED BY MINNESOTA STATUTE § SECTION 13D.05

REGULAR WASECA CITY COUNCIL MEETING

TUESDAY, APRIL 18, 2023, 7:00 PM

AGENDA

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

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

5. REQUESTS AND PRESENTATIONS
6. CONSENT AGENDA
 - A. Minutes: Council Meeting & Work Session – April 4, 2023
 - B. Minutes: Local Board Appeal and Equalization (LBAE) Meeting - April 10, 2023
 - C. Payroll & Expenditures
7. ACTION AGENDA
 - A. Public Hearing for Ordinance 1107: Text Amendments to Chapter 154 of the Zoning Code
 - B. Appoint Two Candidates to the Planning Commission
 - C. Approval of International Union of Operating Engineers Local No. 70- Fire (IUOE-Fire) Union Contract 2023-2025 and letter of agreement (LOA).
 - D. Resolution No. 23-18: Report Bids and Award Contract for the 2023 Crack Seal/Seal Coat Project (City Project No. 2023-03)
 - E. Resolution No. 23-19: Authorize Professional Design Services Contract with Bolton & Menk for the 8th Avenue NE (CSAH 13) Reconstruction Project (City Project No. 2024-01)
 - F. Waseca Airport 4-Unit Hangar Project Items (City Project No. 2021-19):
 1. Authorize Entitlement Transfer Agreement
 2. Resolution No. 23-15: Report Bids and Award Contract (base bid only)
 3. Resolution No. 23-16: Authorize Construction Engineering Services Contract with TKDA
8. REPORTS
 - A. City Manager's Report
 - B. Commission Reports
9. ANNOUNCEMENTS
10. ADJOURNMENT

**MINUTES
REGULAR WASECA CITY COUNCIL MEETING
TUESDAY, APRIL 4, 2023, 7:00 P.M.**

CALL TO ORDER

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

ROLL CALL

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

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

MOMENT OF SILENT PRAYER/PLEDGE OF ALLEGIANCE

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

APPROVAL OF AGENDA

3. Councilmember Schroeder made the motion to approve the agenda as amended, seconded by Conrath. Motion carried 7-0.

PUBLIC COMMENT

- 4.
- A. Michelle Oswald, 916 3rd Avenue SE, wanted to follow-up on the conversation of fruit trees being planted in the City. They discussed fruit trees at the Park Board meeting. There are 10 different types of trees that are currently approved for the City, those are currently funded by a grant. The discussion by the Park Board in the past mentioned they were messy and require more time and maintenance from Staff. She has crab trees in her yard and really enjoys them, she would like to see this thought move forward.
 - B. Tom Hindt, 921 6th Street SW, there are more determinants to fruit trees than positives within the city. Fruit trees are pretty but there is a lot of maintenance and will have a large expense.
 - C. Jackie Dickie, 517 2nd Street SW, She feels that the city is deprived of senior living communities. Not assisted living but independent communities for property owners that are required to be of a certain age. The Optional Sales Tax would be for luxuries, and was wondering if those projects would be started before the taxes come in. Council explained that the conversations are just starting so there is no firm answers.

REQUESTS AND PRESENTATIONS

5. None.

CONSENT AGENDA

6. Councilmember Arndt made the motion to approve the consent agenda, seconded by Conrath. Motion carried 7-0.
Jeanne Sexton from Furry Friends did a short presentation on the donation to the City of Waseca from Furry Friends of Waseca (Item 6C)
Tom Hindt from the Park Board thanked Jeanne Sexton and Michelle Oswald for all their energy getting the dog park vision a reality.

ACTION AGENDA

- 7.
- A. Motion to approve the purchase of Axon Body Worn Cameras and In-Car Video Systems for the Waseca Police Department, made by Ebertowski, seconded by Mansfield. Motion carried 7-0
 - B. Motion to authorize Trail Improvements for the 8th Ave NE (CSAH 13) Reconstruction Project (City Project No. 2024-01), made by Conrath, seconded by Schroeder. Motion carried 7-0.
 - C. Motion made to approve Resolution 23-17: Cooperative Agreement for the 8th Ave NE by Arndt, seconded by Conrath to adopt Resolution No. 23-11 authorizing the City Manager, or his designee, to award the contract for the City Parking Lot Rehabilitation Project (City Project No. 2023-02) to M&W Blacktopping, LLC. Motion carried 5-2 (Ebertowski & Mansfield vote nay)
 - D. Motion made by Christiansen selecting Mayor Zimmerman and Councilmember Mansfield to attend the April 11, 2023 Planning and Zoning meeting. Seconded by Conrath. Motion carried 7-0

REPORTS

- 8.
- A. City Manager's Report:
 - i. Jim Sikel was newly hired to work in both parks and streets departments.
 - ii. Courtney Spiess has resigned from the accounting team. There are currently two positions open in the finance department.
 - iii. The 2023 Mosquito spray has been authorized to start May 31sr.
 - B. Commission Reports:
 - i. Park Board report: Councilmember Christiansen reported that there was a new hire for the parks department. Tink Larson Field water is on and hopefully the park opens soon. As the weather warms the rest of the city parks will be opening. There is a work session scheduled for May 16th about the city parks. They had conversations about revamping Northwest Park. Reminder Park Board Meets at 7:30 a.m. the first Tuesday of the month.

Mayor Zimmerman wanted to know if there is an arborist in Waseca, no one had a firm answer.
 - ii. Fire Relief: Councilmember Conrath reports that they are getting ready for their onion ring stand. They are sending two people to the Minnesota State Fire Department Association (MSFDA) conference.
 - iii. Airport Board: Councilmember Schroeder presented that repairs and hangar updates are ongoing. Approved bids for hangars will be coming to the Council. A possible flying event is being looked at for 2024.

ANNOUNCEMENTS

- 9.
- A. Councilmember Arndt:
 - i. Happy Easter
 - B. Councilmember Christiansen:
 - i. Monday is the LBAE meeting at 7:00.
 - ii. Would like updates on the West Interchange, MRC and other projects that are waiting on the bonding bill. Would like to know what citizens can do. Reach out to the legislature.
 - iii. The Arts Council has some exciting events coming up. They received a grant for a Kiln and are looking at putting together some summer camps.
 - C. Councilmember Mansfield:
 - i. Happy Easter
 - D. Councilmember Ebertowski:
 - i. If anyone has any questions give him a call.
 - ii. He would like to know if there is any compensation for staff who put in extra hours.
 - iii. Happy Easter, God Bless America, and God Bless Minnesota.
 - E. Councilmember Schroeder:
 - i. Had someone ask about 11th Avenue NW, reminding people that it was a hard winter, and several steps need attention and that will take a little time.
 - F. Councilmember Conrath:
 - i. LBAE meeting on April 10th at 7:00 p.m., for anyone that wants to appeal their property value. It is recommended to call the County Assessor before hand or bring back up documents to the meeting that support the requested change in value.
 - ii. He would like to know if there is any compensation for staff who put in extra hours.
 - iii. Happy Easter, God Bless America and God Bless Minnesota.
 - G. Mayor Zimmerman:
 - i. The bonding bill is currently stalled at the state. Expecting feedback in the next 2 months. Is Reaching out to Klobuchar for updates.
 - ii. Happy Easter.

ADJOURNMENT

10. There being no further business to be brought before the Council, it was moved by Arndt to adjourn the meeting at 8:19 p.m., seconded by Conrath. Motion carried 7-0.

JULIA HALL
CITY CLERK

RANDY L. ZIMMERMAN
MAYOR

MINUTES
WASECA CITY COUNCIL WORK SESSION
TUESDAY, APRIL 4, 2023, 6:00 P.M.

CALL TO ORDER

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

ROLL CALL

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

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

Rapp Strategies, Inc. Todd Rapp, President, and CEO

PURPOSE

Mayor Zimmerman announced that the purpose of the meeting would be the start of the conversation for a Local Option Sales Tax.

CONVERSATION

- Todd Rapp, spoke on how a Local Option Sales Tax Works.
 1. Explained there are some projects the community does where the value of the project goes beyond the boundaries of the city. That is the purpose of a Local Option Sales Tax.
 2. Currently 75 % of Local Option Sales Tax referendums have been approved.
 3. Must provide the desire for a Local Option Sales Tax, by January 31st. Project must be regional project. Food and Clothes are not taxed. Online purchases are required to provide taxes.
 4. Proposal goes in front of Tax committee
 5. If approved goes back to City Council to prepare to go to election.
 6. Goes to election, must occur in a November election. Each project needs to have its own line on a ballot.
 7. Meetings must be available for both for and against the proposed Optional Sales Tax,
 8. This is just the basics of what the Local Option Sales Tax requires.
 9. It is recommended that due to ongoing conversations in the legislature it will be best to wait until after they close the session in May to see if they have made any firm changes to the program.
 10. Rapp Strategies can help with the process as much or as little as the City would like on any level in the process. They are advisors, they do not lobby.

This being an ongoing conversation the work session adjourned at 6:35 p.m.

JULIA HALL
CITY CLERK

RANDY L. ZIMMERMAN
MAYOR

**MINUTES
LOCAL BOARD OF APPEAL and EQUALIZATION
CITY OF WASECA BOARD OF REVIEW
MONDAY, APRIL 10, 2023**

1. CALL TO ORDER/ROLL CALL

The City of Waseca Board of Review was called to order by Mayor Randy Zimmerman at 7:00 p.m.

Councilmembers Present: Randy Zimmerman
March Christiansen Jeremy Conrath
James Ebertowski John Mansfield
Stacy Schroeder

Councilmembers Absent: Daren Arndt

Staff Present: Carl Sonnenberg, City Manager
Tina Wilson, PCED, Economic Development Manager
Julia Hall, City Clerk

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

Brock Nelson, Waseca County Assessor, explained the purpose of the Board of Review meeting and informed those present that the purpose of the board is for fair and equalization of tax valuation and classification. The County is guided by State Statute. Values are “Market Value” which is the most probable selling price.

The valuation is based on a 12-month sales study that goes from October 2021 to September 2022.

If after the board property owners still have questions, they can reach out to the Waseca County Assessor’s office.

Supply of properties within the City of Waseca is still under a month so there are still more buyers than sellers and with that the market values tend to stay up.

The county received an Adjusted Sales Price for Waseca of 0% after an appeal to the State. Which means that the properties were valued at actual market value.

2. HEARING OF PROPERTY OWNERS

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

DAVID AND LORAIN LOW

Property located at 807 Clear Lake Drive Parcel ID. #17.476.0325

David Low stated that in 3 years their property value has gone up \$19,000+ in 2021-2022, \$51,000+ in 2022-2023, and \$49,000+ for 2023-2024, this has resulted in \$9,000 in taxes out of pocket. He presented pictures of houses near his that he feels devalued his property. He stated that instead of the \$437,600 value for his home he believes it should be closer to \$400,000 so he can maintain his homestead.

Brock Nelson, County Appraiser, stated the property was reviewed and they noticed that additional square footage was added for a mechanical room that was counted twice. The value of the property was readjusted to \$434,000. The Low property being on the lake affects the Market Value. Homestead guidelines are per Minnesota Statute.

It was moved by Conrath, seconded by Mansfield to accept the County’s recommendation to adjust the value of 807 Clear Lake Drive to the reduced rate of \$430,400 to make no change on this property, and have it presented at the Waseca County Board meeting. The motion carried 6-0.

B. There were phone calls for eleven (11) properties taken by the Waseca County Assessor’s office. Those properties were brought forward to the meeting, that includes the Low’s property that was presented in person.

JEREMY AND MICHELE PARPART

Property located at 410 244th Avenue NE Parcel ID. #17.528.0290

It was moved by Conrath, seconded by Schroeder, to make no change on this property, and have it presented at the Waseca County Board meeting giving the County time to visit and assess the property. The motion carried 6-0.

TIM MCMANIMON

Properties located at 205 12th Avenue NW Parcel ID #17.479.0780

1109 2nd Street NW Parcel ID# 17.477.0310

1101 2nd Street NW Parcel ID# 17.477.0320

It was moved by Conrath, seconded by Mansfield, to make no change on these properties, and have them presented at the Waseca County Board meeting giving the County time to visit and assess the properties. The motion carried 6-0.

JEFFREY AND JACQUELINE DICKIE

Property located at 517 2nd Street NW Parcel ID #17.113.0190

It was moved by Conrath, seconded by Mansfield, to make no change on this property, and have it presented at the Waseca County Board meeting giving the County time to visit and assess the property. The motion carried 6-0.

MICHAEL AND JENNIFER GOBLISRCH

Property located at 819 3rd Avenue NE Parcel ID #17.426.0020

Brock Nelson, County Assessor, said there was an internal inspection completed and because some amenities were removed there was a value decrease recommended of \$3,500. It was moved by Mansfield, seconded by Conrath to accept the County's recommendation to adjust the value of 819 3rd Avenue NE the reduced value of \$3,500. The motion carried 6-0.

JAMES AND TERRIE GOETTL

Property located at 305 22ND NW Parcel ID #17.285.2110

Brock Nelson, County Assessor, stated the property was reviewed and they noticed that incorrect square footage was used. The value of the property was readjusted to with a deduction of \$3,500. It was moved by Conrath, seconded by Schroeder to accept the County's recommendation to adjust the value of 305 22nd NW reducing the value by \$3,500. The motion carried 6-0.

LUCAS MONSON

Property located at 1000 3rd Avenue SE Parcel ID #17.102.0140

It was moved by Christiansen, seconded by Conrath, to make no change on this property, and have it presented at the Waseca County Board meeting giving the County time to visit and assess the property. The motion carried 6-0.

MICHAEL MUNTEAN AND JANEL SCHMIDT

Property located at 204 4th Avenue NE Parcel ID #17.627.0080

It was moved by Conrath, seconded by Mansfield, to make no change on this property, and have it presented at the Waseca County Board meeting giving the County time to visit and assess the property. The motion carried 6-0.

DANIEL AND ELIZABETH HARBER
Property located at 804 3rd Avenue SE Parcel ID #17.427.0280

It was moved by Conrath, seconded by Schroeder, to make no change on this property, and have it presented at the Waseca County Board meeting giving the County time to visit and assess the property. The motion carried 6-0.

3. ADJOURNMENT

There being no further business, it was moved by Mansfield, seconded by Ebertowski to adjourn the Board of Review meeting at 7:40 p.m. Motion carried 6-0.

RANDY L. ZIMMERMAN
MAYOR

JULIA HALL
CITY CLERK

Micah Fisher

6C

LIST OF EXPENDITURES

April 18, 2023

=====

City Council	0.00
Streets	30,237.36
Parks	9,745.18
Wastewater	9,792.45
Utility Administration	5,525.94
Utility Offices	7,893.36
Electric	16,181.13
Water	4,789.60
Building and Code Compliance	3,007.70
Police	63,651.67
Administration	0.00
Community Aides	732.06
Fire	8,077.71
Paid On Call Fire Department	8,158.78
PEG	258.40
Election Judges	0.00
Finance	10,787.85
Connections	7,458.26
Community Development	2,427.67
Engineering	16,368.81
Recreation	3,044.95
Econ Development	<u>3,034.69</u>

Total Gross Payroll 211,173.57

*Less- Payroll Deductions (68,372.10)

Net Payroll Cost \$ 142,801.47

*These costs are included in Accounts Payable totals below

Accounts Payable

Expenditures dated:	
March 31, 2023-April 13, 2023	
Includes check #'s 159137-159187	
Bank ACH Withdrawals.....	<u>798,778.05</u>

GRAND TOTAL EXPENDITURES \$ 941,579.52

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
General Fund					
04/13/2023	159154	Cardenas, Vanessa	Park reservation-Park not open sales tax	101-20210-0000	3.43
04/13/2023	159163	Hackett, Cory	Park reservation error refund	101-20210-0000	6.18
04/13/2023	159169	McDonald, Gillian	Park reservation-Park not open sales	101-20210-0000	2.06
Total 101202100000:					11.67
04/05/2023	42307	ACH Internal Revenue Service	FEDERAL WITHHOLDING TAX Pay Period: 4/2/2023	101-21701-0000	18,932.70 M
Total 101217010000:					18,932.70
04/05/2023	42303	MN Department of Revenue	STATE WITHHOLDING TAX Pay Period: 4/2/2023	101-21702-0000	9,202.94 M
Total 101217020000:					9,202.94
04/05/2023	42307	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 4/2/2023	101-21703-0000	8,310.14 M
04/05/2023	42307	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 4/2/2023	101-21703-0000	8,578.18 M
Total 101217030000:					16,888.32
04/05/2023	42304	Public Employees Retirement Assn (ACH adj		101-21704-0000	.04 M
04/05/2023	42304	Public Employees Retirement Assn (ACH PERA COORD Emplr 1% Pay Period: 4/2/2023		101-21704-0000	1,253.39 M
04/05/2023	42304	Public Employees Retirement Assn (ACH PERA COORDINATED Employee Pay Period: 4/2/2023		101-21704-0000	8,147.05 M
04/05/2023	42304	Public Employees Retirement Assn (ACH PERA POLICE Employee Pay Period: 4/2/2023		101-21704-0000	7,854.38 M
04/05/2023	42304	Public Employees Retirement Assn (ACH PERA COORDINATED Employer Pay Period: 4/2/2023		101-21704-0000	8,147.05 M
04/05/2023	42304	Public Employees Retirement Assn (ACH PERA POLICE Employer Pay Period: 4/2/2023		101-21704-0000	11,781.56 M
Total 101217040000:					37,183.47
04/05/2023	159137	IBEW	IBEW UNION DUES Pay Period: 4/2/2023	101-21707-0000	282.47
04/05/2023	159138	IUOE Local #70	FIRE UNION DUES Pay Period: 4/2/2023	101-21707-0000	150.50
04/05/2023	159138	IUOE Local #70	IUOE UNION DUES Pay Period: 4/2/2023	101-21707-0000	375.50
04/05/2023	159139	Law Enforcement Labor Services	POLICE SGT/LT DUES Pay Period: 4/2/2023	101-21707-0000	202.50
04/05/2023	159139	Law Enforcement Labor Services	POLICE UNION DUES Pay Period: 4/2/2023	101-21707-0000	675.00
Total 101217070000:					1,685.97
04/05/2023	159142	MN Life	LIFE INSURANCE MN Pay Period: 4/2/2023	101-21710-0000	998.25
04/05/2023	159142	MN Life	Bruder April Cobra	101-21710-0000	24.75
04/05/2023	159142	MN Life	LIFE INSURANCE MN Pay Period: 4/2/2023	101-21710-0000	735.05
04/05/2023	159142	MN Life	Dodson April Cobra	101-21710-0000	44.10
04/05/2023	159142	MN Life	Gedicke April Cobra	101-21710-0000	23.30
04/05/2023	159142	MN Life	Schult April Cobra	101-21710-0000	50.20
04/05/2023	159142	MN Life	Youngberg April Cobra	101-21710-0000	16.50
04/05/2023	159142	MN Life	Spies Adj	101-21710-0000	27.80-
04/05/2023	159142	MN Life	Bruegger Adj	101-21710-0000	16.50
Total 101217100000:					1,880.85
04/05/2023	42307	ACH Internal Revenue Service	MEDICARE Pay Period: 4/2/2023	101-21712-0000	2,823.57 M
04/05/2023	42307	ACH Internal Revenue Service	MEDICARE Pay Period: 4/2/2023	101-21712-0000	2,886.24 M
Total 101217120000:					5,709.81
04/05/2023	42308	MSRS- (DEF COMP)	MSRS - ROTH (AFTER TAX) Pay Period: 4/2/2023	101-21713-0000	1,050.00 M
04/05/2023	42308	MSRS- (DEF COMP)	MSRS - DEF COMP Pay Period: 4/2/2023	101-21713-0000	899.00 M

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101217130000:					1,949.00
04/05/2023	42306	Vantagepoint Transfer Agents 457	ICMA - ROTH (AFTER TAX) Pay Period: 4/2/2023	101-21714-0000	350.00 M
04/05/2023	42306	Vantagepoint Transfer Agents 457	ICMA DEF COMPENSATION Pay Period: 4/2/2023	101-21714-0000	603.43 M
Total 101217140000:					953.43
04/05/2023	42301	Medsurety	VEBA Contributions Pay Period: 4/2/2023	101-21716-0000	11,043.82 M
04/05/2023	42310	Medsurety	HSA Contribution Pay Period: 4/2/2023	101-21716-0000	1,342.37 M
04/05/2023	42302	Medsurety	HSA Contribution Pay Period: 4/2/2023	101-21716-0000	6,480.87 M
Total 101217160000:					18,867.06
04/05/2023	42305	MN Child Support Payment Center	CHILD SUPPORT FLAT AMT Pay Period: 4/2/2023	101-21717-0000	972.76 M
Total 101217170000:					972.76
04/05/2023	159141	Metropolitan Life Insurance Company	DENTAL EE + CHLDRN Pay Period: 4/2/2023	101-21719-0000	76.60
04/05/2023	159141	Metropolitan Life Insurance Company	DENTAL SINGLE Employee Pay Period: 4/2/2023	101-21719-0000	394.80
04/05/2023	159141	Metropolitan Life Insurance Company	DENTAL FAMILY Employee Pay Period: 4/2/2023	101-21719-0000	884.00
04/05/2023	159141	Metropolitan Life Insurance Company	DENTAL EE + SPOUSE Pay Period: 4/2/2023	101-21719-0000	403.62
04/05/2023	159141	Metropolitan Life Insurance Company	Armendariz April Cobra	101-21719-0000	110.50
04/05/2023	159141	Metropolitan Life Insurance Company	Bruder April Cobra	101-21719-0000	28.20
04/05/2023	159141	Metropolitan Life Insurance Company	Gedicke April Cobra	101-21719-0000	28.20
04/05/2023	159141	Metropolitan Life Insurance Company	Meyer April Cobra	101-21719-0000	57.66
04/05/2023	159141	Metropolitan Life Insurance Company	Schult April Cobra	101-21719-0000	57.66
04/05/2023	159141	Metropolitan Life Insurance Company	Kohn Adj	101-21719-0000	76.60-
04/05/2023	159141	Metropolitan Life Insurance Company	Terrell Adj	101-21719-0000	110.50
04/05/2023	159141	Metropolitan Life Insurance Company	Herschman Adj	101-21719-0000	28.20
04/05/2023	159141	Metropolitan Life Insurance Company	Wellman Adj	101-21719-0000	57.66
Total 101217190000:					2,161.00
04/05/2023	42309	VSP	VISION FAMILY Employee Pay Period: 4/2/2023	101-21722-0000	127.14 M
04/05/2023	42309	VSP	VISION SINGLE Employee Pay Period: 4/2/2023	101-21722-0000	81.24 M
04/05/2023	42309	VSP	VISION + ONE Employee Pay Period: 4/2/2023	101-21722-0000	97.84 M
04/05/2023	42309	VSP	Bruder April Cobra	101-21722-0000	6.77 M
04/05/2023	42309	VSP	Rugger April Cobra	101-21722-0000	12.23 M
04/05/2023	42309	VSP	Schult April Cobra	101-21722-0000	12.23 M
04/05/2023	42309	VSP	Spies April Cobra	101-21722-0000	6.77 M
04/05/2023	42309	VSP	Spies adj	101-21722-0000	5.46 M
04/05/2023	42309	VSP	Terrell Adj	101-21722-0000	21.19 M
04/05/2023	42309	VSP	Tomsche Adj	101-21722-0000	6.77 M
04/05/2023	42309	VSP	Herschman Adj	101-21722-0000	6.77 M
04/05/2023	42309	VSP	Wellman Adj	101-21722-0000	12.23 M
Total 101217220000:					396.64
04/13/2023	159172	MN Department of Labor & Industry	1st Qtr permit surcharge to state	101-32280-0000	388.60
Total 101322800000:					388.60
04/13/2023	159154	Cardenas, Vanessa	Park reservation-Park not open	101-34785-0000	46.57
04/13/2023	159163	Hackett, Cory	Park reservation error refund	101-34785-0000	83.82
04/13/2023	159169	McDonald, Gillian	Park reservation-Park not open	101-34785-0000	27.94

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101347850000:					158.33
04/13/2023	20230260	Christiansen, Mark	Technology Reimbursement	101-41110-3200	70.78
Total 101411103200:					70.78
04/05/2023	159140	Madison National Life Insurance Co Inc	April 2023 LTD	101-41320-1340	5.11-
Total 101413201340:					5.11-
04/13/2023	159166	League of MN Cities	LMC Annual Training	101-41320-3300	425.00
04/13/2023	20230293	U.S. Bank - CC	Lodging for MCFOA Conference	101-41320-3300	491.04
Total 101413203300:					916.04
04/05/2023	159140	Madison National Life Insurance Co Inc	April 2023 LTD	101-41500-1340	4.85-
04/05/2023	159140	Madison National Life Insurance Co Inc	April 2023 LTD	101-41500-1340	85.36
Total 101415001340:					80.51
04/13/2023	42311	Medsurety	Admin Fees	101-41500-1600	192.00 M
Total 101415001600:					192.00
04/13/2023	159162	Government Finance Officers Associatio	Materials	101-41500-2000	116.61
Total 101415002000:					116.61
04/13/2023	159174	MN Government Finance Officers Assoc	Membership Dues	101-41500-4330	70.00
Total 101415004330:					70.00
04/13/2023	20230267	Flaherty & Hood PA	Labor & Employment Consultation Services	101-41600-3000	6,271.20
04/13/2023	20230267	Flaherty & Hood PA	March Legal Fees	101-41600-3000	525.00
04/13/2023	20230274	Kennedy & Kennedy Law Office	March Legal Fees	101-41600-3000	2,712.00
Total 101416003000:					9,508.20
04/13/2023	20230293	U.S. Bank - CC	Monthly subscription	101-41920-4950	119.13
Total 101419204950:					119.13
04/13/2023	20230272	Innovative Office Supply	Office Supplies	101-41940-2000	47.38
04/13/2023	20230272	Innovative Office Supply	Office supplies	101-41940-2000	62.15
Total 101419402000:					109.53
04/13/2023	159185	Waseca County Highway Department	Monthly billing	101-41940-2120	29.94
Total 101419402120:					29.94
04/13/2023	20230252	Amazon	Hanging files-Sonnenberg	101-41940-2170	135.48
04/13/2023	20230272	Innovative Office Supply	Plates for Breakroom	101-41940-2170	95.13
04/13/2023	20230296	Waseca Hardware LLC	Parts & Supplies	101-41940-2170	16.99

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101419402170:					247.60
04/13/2023	159157	Cintas Corp	Floor mat service	101-41940-3100	54.58
04/13/2023	20230264	Culligan	City Hall Water	101-41940-3100	31.85
04/13/2023	159175	Orkin Pest Control	City Hall Pest Control	101-41940-3100	109.99
04/13/2023	20230289	Stoltz Cleaning Services LLC	City Hall Cleaning	101-41940-3100	475.00
04/13/2023	20230289	Stoltz Cleaning Services LLC	City Hall Cleaning	101-41940-3100	380.00
04/13/2023	20230298	Waste Management of Southern MN	Monthly Service	101-41940-3100	227.58
Total 101419403100:					1,279.00
04/13/2023	42314	City of Waseca	March Utilities	101-41940-3800	1,674.16 M
Total 101419403800:					1,674.16
04/13/2023	20230293	U.S. Bank - CC	Counter tray for North wing window	101-41940-4000	268.44
Total 101419404000:					268.44
04/05/2023	159140	Madison National Life Insurance Co Inc	April 2023 LTD	101-41950-1340	13.10
04/05/2023	159140	Madison National Life Insurance Co Inc	April 2023 LTD	101-41950-1340	24.72
Total 101419501340:					37.82
04/13/2023	20230299	WSB & Associates Inc	Planning Services	101-41950-3000	605.50
Total 101419503000:					605.50
04/13/2023	20230253	APG Media of So MN LLC	Planning commission & Council notices	101-41950-3400	60.00
04/13/2023	20230253	APG Media of So MN LLC	Planning Commision & Council Notice-Text Amendment	101-41950-3400	60.00
Total 101419503400:					120.00
04/05/2023	159140	Madison National Life Insurance Co Inc	April 2023 LTD	101-42100-1340	485.09
Total 101421001340:					485.09
04/13/2023	20230252	Amazon	Office supplies	101-42100-2000	74.86
04/13/2023	20230272	Innovative Office Supply	Office Supplies - Police	101-42100-2000	80.82
Total 101421002000:					155.68
04/13/2023	159185	Waseca County Highway Department	Monthly billing	101-42100-2120	4,780.26
Total 101421002120:					4,780.26
04/13/2023	20230293	U.S. Bank - CC	Keys returned-didn't work	101-42100-2170	8.67-
04/13/2023	20230293	U.S. Bank - CC	Keys made for apartment building	101-42100-2170	8.67
04/13/2023	20230293	U.S. Bank - CC	Mail evidence to BCA	101-42100-2170	9.55
04/13/2023	20230293	U.S. Bank - CC	Mail evidence to BCA	101-42100-2170	9.55
04/13/2023	20230293	U.S. Bank - CC	Covid test kit	101-42100-2170	19.88
Total 101421002170:					38.98
04/13/2023	20230252	Amazon	uniform allowance -Grotberg	101-42100-2180	25.95

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
04/13/2023	20230290	Streicher's	uniform - horn	101-42100-2180	120.00
04/13/2023	20230290	Streicher's	Uniform Allowance-Horn	101-42100-2180	169.97
04/13/2023	20230290	Streicher's	Uniform Allowance-Schroeder	101-42100-2180	55.98
Total 101421002180:					371.90
04/13/2023	20230259	Central Fire Protection Inc.	Extinguisher	101-42100-2190	134.80
Total 101421002190:					134.80
04/13/2023	20230257	Border States Electric Supply	Lighting PD	101-42100-2230	306.00
04/13/2023	20230264	Culligan	Salt	101-42100-2230	317.00
Total 101421002230:					623.00
04/13/2023	159153	Bock's Service Inc.	Tow expense -PD	101-42100-3100	85.00
04/13/2023	159157	Cintas Corp	Floor Mats	101-42100-3100	8.98
04/13/2023	159157	Cintas Corp	Mats - PD	101-42100-3100	8.98
04/13/2023	20230264	Culligan	Water-Police	101-42100-3100	32.95
04/13/2023	20230298	Waste Management of Southern MN	Monthly Service	101-42100-3100	120.53
Total 101421003100:					256.44
04/13/2023	42313	Verizon Wireless	Monthly Billing	101-42100-3200	983.32 M
04/13/2023	42313	Verizon Wireless	Monthly Billing	101-42100-3200	41.14 M
Total 101421003200:					1,024.46
04/13/2023	20230293	U.S. Bank - CC	Recertification-DMT	101-42100-3300	75.00
04/13/2023	20230293	U.S. Bank - CC	Parking while at training	101-42100-3300	10.00
Total 101421003300:					85.00
04/13/2023	42314	City of Waseca	March Utilities	101-42100-3800	644.14 M
Total 101421003800:					644.14
04/13/2023	159183	Thomson Reuters - West	CLEAR	101-42100-4330	294.82
04/13/2023	20230293	U.S. Bank - CC	Membership renewal	101-42100-4330	525.00
04/13/2023	20230293	U.S. Bank - CC	Membership renewal	101-42100-4330	525.00
Total 101421004330:					1,344.82
04/13/2023	20230293	U.S. Bank - CC	Meal while at Swat training- Harren/Wellman	101-42100-4370	14.97
Total 101421004370:					14.97
04/05/2023	159140	Madison National Life Insurance Co Inc	April 2023 LTD	101-42200-1340	50.41
Total 101422001340:					50.41
04/13/2023	159185	Waseca County Highway Department	Monthly billing	101-42200-2120	45.41
Total 101422002120:					45.41
04/13/2023	159173	MN Department of Labor & Industry	Air Compresor Vessel	101-42200-2170	20.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
04/13/2023	20230281	Napa Auto Parts	Parts	101-42200-2170	9.92
04/13/2023	20230293	U.S. Bank - CC	Supplies for station	101-42200-2170	19.90
04/13/2023	20230296	Waseca Hardware LLC	Parts & Supplies	101-42200-2170	33.98
Total 101422002170:					83.80
04/13/2023	20230293	U.S. Bank - CC	Station T-Shirts-R.Bruegger	101-42200-2180	301.22
04/13/2023	20230293	U.S. Bank - CC	Station T-Shirts-J Forshee	101-42200-2180	227.76
Total 101422002180:					528.98
04/13/2023	20230281	Napa Auto Parts	Parts	101-42200-2210	22.61
Total 101422002210:					22.61
04/13/2023	20230264	Culligan	Salt	101-42200-2230	317.00
Total 101422002230:					317.00
04/13/2023	159157	Cintas Corp	Floor Mats	101-42200-3100	8.99
04/13/2023	159157	Cintas Corp	Mats - FD	101-42200-3100	8.99
04/13/2023	20230298	Waste Management of Southern MN	Monthly Service	101-42200-3100	120.53
Total 101422003100:					138.51
04/13/2023	42313	Verizon Wireless	Monthly Billing	101-42200-3200	46.14 M
Total 101422003200:					46.14
04/13/2023	20230293	U.S. Bank - CC	Lodging while at fire officer training	101-42200-3300	324.82
Total 101422003300:					324.82
04/13/2023	159179	Riverland Community College	Fire School	101-42200-3310	850.00
Total 101422003310:					850.00
04/13/2023	159156	Centerpoint Energy	March Service	101-42200-3800	157.07
04/13/2023	42314	City of Waseca	March Utilities	101-42200-3800	644.14 M
04/13/2023	42314	City of Waseca	March Utilities	101-42200-3800	48.84 M
Total 101422003800:					850.05
04/05/2023	159140	Madison National Life Insurance Co Inc	April 2023 LTD	101-42400-1340	24.05
04/05/2023	159140	Madison National Life Insurance Co Inc	April 2023 LTD	101-42400-1340	6.81
Total 101424001340:					30.86
04/13/2023	159185	Waseca County Highway Department	Monthly billing	101-42400-2120	147.33
Total 101424002120:					147.33
04/13/2023	20230261	City Building Inspection Services LLC	Building inspections	101-42400-3000	9,339.66
Total 101424003000:					9,339.66

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
04/13/2023	42313	Verizon Wireless	Monthly Billing	101-42400-3200	82.28	M
Total 101424003200:					82.28	
04/13/2023	20230253	APG Media of So MN LLC	City Council hearing-vacation of easement	101-42400-3400	52.50	
04/13/2023	20230253	APG Media of So MN LLC	City Council Hearing-Vacating easement & PUD	101-42400-3400	42.00	
Total 101424003400:					94.50	
04/05/2023	159140	Madison National Life Insurance Co Inc	April 2023 LTD	101-43000-1340	7.02	
04/05/2023	159140	Madison National Life Insurance Co Inc	April 2023 LTD	101-43000-1340	99.21	
Total 101430001340:					106.23	
04/13/2023	20230296	Waseca Hardware LLC	Parts & Supplies	101-43000-2170	19.98	
Total 101430002170:					19.98	
04/13/2023	20230283	Owatonna Shoe Company	Work Boot-Schwartz	101-43000-2190	295.00	
04/13/2023	20230283	Owatonna Shoe Company	Work Boot-Stangler	101-43000-2190	260.00	
Total 101430002190:					555.00	
04/13/2023	42313	Verizon Wireless	Monthly Billing	101-43000-3200	41.14	M
Total 101430003200:					41.14	
04/13/2023	20230293	U.S. Bank - CC	Extending pavement life workshop	101-43000-3300	45.00	
04/13/2023	20230293	U.S. Bank - CC	Pavement preservation workshop	101-43000-3300	75.00	
Total 101430003300:					120.00	
04/05/2023	159140	Madison National Life Insurance Co Inc	April 2023 LTD	101-43100-1340	74.15	
04/05/2023	159140	Madison National Life Insurance Co Inc	April 2023 LTD	101-43100-1340	3.31	
Total 101431001340:					77.46	
04/13/2023	20230262	Condon Farm Service	Supplies	101-43100-2120	38.40	
04/13/2023	159185	Waseca County Highway Department	Monthly billing	101-43100-2120	1,693.24	
04/13/2023	159185	Waseca County Highway Department	Monthly billing	101-43100-2120	210.11	
Total 101431002120:					1,941.75	
04/13/2023	20230252	Amazon	bit	101-43100-2170	17.75	
04/13/2023	159155	CCP Industries Inc.	bathroom hand soap	101-43100-2170	61.39	
04/13/2023	159155	CCP Industries Inc.	bathroom tissue	101-43100-2170	127.32	
04/13/2023	159173	MN Department of Labor & Industry	air tank fees	101-43100-2170	10.00	
04/13/2023	20230293	U.S. Bank - CC	Supplies	101-43100-2170	71.26	
04/13/2023	20230293	U.S. Bank - CC	Lumber	101-43100-2170	26.96	
04/13/2023	20230294	USA Blue Book	Safety Supplies	101-43100-2170	290.91	
04/13/2023	20230296	Waseca Hardware LLC	Parts & Supplies	101-43100-2170	129.92	
Total 101431002170:					735.51	
04/13/2023	159158	Cintas Corporation	Uniform Service	101-43100-2180	75.07	
04/13/2023	159158	Cintas Corporation	Uniform Service	101-43100-2180	75.07	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
04/13/2023	159158	Cintas Corporation	Uniform Service	101-43100-2180	75.07
04/13/2023	159158	Cintas Corporation	Uniform Service	101-43100-2180	75.07
04/13/2023	159158	Cintas Corporation	Uniform Service	101-43100-2180	75.07
04/13/2023	159158	Cintas Corporation	Uniform Service	101-43100-2180	75.07
04/13/2023	20230283	Owatonna Shoe Company	Work Boot-Rossow	101-43100-2180	245.00
04/13/2023	20230283	Owatonna Shoe Company	Work Boot-Parpart	101-43100-2180	285.00
04/13/2023	20230283	Owatonna Shoe Company	Work Boot-Moseley	101-43100-2180	245.00
04/13/2023	20230283	Owatonna Shoe Company	Work Boot-Hofmeister	101-43100-2180	270.00
04/13/2023	20230283	Owatonna Shoe Company	Work Boot-A. Roessler	101-43100-2180	245.00
04/13/2023	20230283	Owatonna Shoe Company	Work Boot-Miller	101-43100-2180	245.00
04/13/2023	20230283	Owatonna Shoe Company	Work boots-Muellerilie	101-43100-2180	245.00
04/13/2023	20230283	Owatonna Shoe Company	Work Boot-T. Roessler	101-43100-2180	245.00
04/13/2023	20230283	Owatonna Shoe Company	Work Boot-Straube	101-43100-2180	230.00
04/13/2023	20230283	Owatonna Shoe Company	Work Boot-Conway	101-43100-2180	245.00
Total 101431002180:					2,950.42
04/13/2023	159167	Manthe Garage Doors	Door repair	101-43100-2230	135.00
Total 101431002230:					135.00
04/13/2023	20230281	Napa Auto Parts	Parts	101-43100-2400	71.42
04/13/2023	20230292	Total Tool Supply Inc.	spot/flood lights, grinder	101-43100-2400	869.12
Total 101431002400:					940.54
04/13/2023	159184	Vault Health	Pre-employment screening	101-43100-3100	55.90
04/13/2023	20230298	Waste Management of Southern MN	Monthly Service	101-43100-3100	203.33
Total 101431003100:					259.23
04/13/2023	159156	Centerpoint Energy	March Service	101-43100-3800	157.08
04/13/2023	42314	City of Waseca	March Utilities	101-43100-3800	48.83 M
04/13/2023	42314	City of Waseca	March Utilities	101-43100-3800	723.21 M
Total 101431003800:					929.12
04/05/2023	159140	Madison National Life Insurance Co Inc	April 2023 LTD	101-43125-1340	22.08
04/05/2023	159140	Madison National Life Insurance Co Inc	April 2023 LTD	101-43125-1340	3.31
Total 101431251340:					25.39
04/13/2023	20230293	U.S. Bank - CC	Mailboxes & Lumber	101-43125-2170	221.26
04/13/2023	20230293	U.S. Bank - CC	Mailbox	101-43125-2170	52.00
04/13/2023	20230293	U.S. Bank - CC	Mailbox post	101-43125-2170	102.79
Total 101431252170:					376.05
04/13/2023	159150	Affordable Lawn Care Inc	Snow Hauling	101-43125-3100	3,202.50
Total 101431253100:					3,202.50
04/05/2023	159140	Madison National Life Insurance Co Inc	April 2023 LTD	101-43170-1340	4.73
Total 101431701340:					4.73

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
04/13/2023	42314	City of Waseca	March Utilities	101-43170-3800	165.11	M
Total 101431703800:					165.11	
04/05/2023	159140	Madison National Life Insurance Co Inc	April 2023 LTD	101-43220-1340	7.89	
Total 101432201340:					7.89	
04/05/2023	159140	Madison National Life Insurance Co Inc	April 2023 LTD	101-45130-1340	13.04	
Total 101451301340:					13.04	
04/13/2023	20230272	Innovative Office Supply	Office supplies-waterpark	101-45130-2000	11.64	
Total 101451302000:					11.64	
04/13/2023	20230264	Culligan	Water	101-45130-2170	20.85	
Total 101451302170:					20.85	
04/13/2023	20230293	U.S. Bank - CC	Food handler's license training	101-45130-3300	200.00	
Total 101451303300:					200.00	
04/13/2023	42314	City of Waseca	March Utilities	101-45130-3800	524.70	M
Total 101451303800:					524.70	
04/13/2023	20230293	U.S. Bank - CC	Scheduling software	101-45130-4330	216.00	
Total 101451304330:					216.00	
04/13/2023	20230251	A. H. Hermel Company	TLCF Concessions	101-45180-2500	1,720.01	
Total 101451802500:					1,720.01	
04/13/2023	20230257	Border States Electric Supply	TLCF Restroom Thermostat	101-45180-4000	29.07	
04/13/2023	20230271	IFACS	TLCF Fence Project	101-45180-4000	55.65	
04/13/2023	20230271	IFACS	TLCF Fence Project	101-45180-4000	26.23	
04/13/2023	20230293	U.S. Bank - CC	TLCF Railing Hardware	101-45180-4000	1,304.80	
04/13/2023	20230293	U.S. Bank - CC	Fasteners for TLCF Railing	101-45180-4000	387.90	
Total 101451804000:					1,803.65	
04/05/2023	159140	Madison National Life Insurance Co Inc	April 2023 LTD	101-45200-1340	71.51	
Total 101452001340:					71.51	
04/13/2023	159185	Waseca County Highway Department	Monthly billing	101-45200-2120	2,145.01	
Total 101452002120:					2,145.01	
04/13/2023	20230264	Culligan	Park Dept Water	101-45200-2170	11.20	
04/13/2023	159181	Steele Co. SWCD	Tree Tubes	101-45200-2170	120.79	
04/13/2023	159182	The Tessman Company	Turf Supplies	101-45200-2170	3,004.38	
04/13/2023	20230293	U.S. Bank - CC	Water wicking fabric for hanging baskets	101-45200-2170	71.60	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101452002170:					3,207.97
04/13/2023	20230283	Owatonna Shoe Company	Work Boot-Sikel	101-45200-2190	175.00
04/13/2023	20230283	Owatonna Shoe Company	Work Boot-D.Meyer	101-45200-2190	280.00
04/13/2023	20230283	Owatonna Shoe Company	Work Boot-Vanderhorst	101-45200-2190	215.00
04/13/2023	20230283	Owatonna Shoe Company	Work Boot-Moen	101-45200-2190	270.00
04/13/2023	20230283	Owatonna Shoe Company	Work Boot-Jolene	101-45200-2190	250.00
04/13/2023	20230283	Owatonna Shoe Company	Work Boot-Dushaw	101-45200-2190	230.00
04/13/2023	20230293	U.S. Bank - CC	Staff Rain Gear	101-45200-2190	177.07
Total 101452002190:					1,597.07
04/13/2023	20230279	M-R Sign Company Inc.	Dog Park Signs	101-45200-2230	172.15
04/13/2023	20230293	U.S. Bank - CC	Post and lumber for sign	101-45200-2230	50.96
04/13/2023	20230296	Waseca Hardware LLC	Parts & Supplies	101-45200-2230	12.99
Total 101452002230:					236.10
04/13/2023	20230275	Lenz Lawn Care & Landscaping Inc.	Sand/salt Park Trails	101-45200-3100	161.25
04/13/2023	159168	McClune's Tree Service	Tree Removal	101-45200-3100	1,350.00
04/13/2023	159184	Vault Health	Pre-employment screening	101-45200-3100	55.89
04/13/2023	20230298	Waste Management of Southern MN	Monthly Service	101-45200-3100	31.74
Total 101452003100:					1,598.88
04/13/2023	42314	City of Waseca	March Utilities	101-45200-3800	354.86 M
04/13/2023	42314	City of Waseca	March Utilities	101-45200-3800	57.48 M
Total 101452003800:					412.34
04/13/2023	159167	Manthe Garage Doors	Park Shop Garage Door Repairs	101-45200-4000	855.72
Total 101452004000:					855.72
04/13/2023	159175	Orkin Pest Control	Library-Pest control	101-45500-3100	91.99
04/13/2023	20230289	Stoltz Cleaning Services LLC	Library Cleaning	101-45500-3100	250.00
04/13/2023	20230289	Stoltz Cleaning Services LLC	Library Cleaning	101-45500-3100	250.00
04/13/2023	20230298	Waste Management of Southern MN	Library service	101-45500-3100	85.79
Total 101455003100:					677.78
04/13/2023	42314	City of Waseca	March Utilities	101-45500-3800	726.12 M
Total 101455003800:					726.12
Total General Fund:					184,326.04
Airport					
04/13/2023	20230259	Central Fire Protection Inc.	Airport fire extinguisher maintenance	230-49810-2230	555.00
Total 230498102230:					555.00
04/13/2023	42314	City of Waseca	March Utilities	230-49810-3800	93.95 M

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 230498103800:					93.95
04/13/2023	159171	MN Council of Airports	MCOA Renewal	230-49810-4330	150.00
Total 230498104330:					150.00
Total Airport:					798.95
Economic Development-General f					
04/05/2023	159140	Madison National Life Insurance Co Inc	April 2023 LTD	261-46700-1340	11.16
Total 261467001340:					11.16
04/13/2023	159159	Conway Data Inc	EDA Site Selection Advertisements	261-46700-3100	1,000.00
04/13/2023	159159	Conway Data Inc	EDA Site Selection Advertisements	261-46700-3100	1,000.00
04/13/2023	159159	Conway Data Inc	EDA Site Selection Advertisements	261-46700-3100	3,750.00
Total 261467003100:					5,750.00
04/13/2023	20230287	Southern MN Initiative Fund	2023 Pledge	261-46700-4330	2,000.00
Total 261467004330:					2,000.00
Total Economic Development-General f:					7,761.16
Police Special Revenue Fund					
04/13/2023	159176	Owatonna Police Department	BearCat Expense	278-46350-4340	558.75
Total 278463504340:					558.75
Total Police Special Revenue Fund:					558.75
Safe Haven Grant					
04/05/2023	159140	Madison National Life Insurance Co Inc	April 2023 LTD	279-46350-1340	17.74
Total 279463501340:					17.74
04/13/2023	42313	Verizon Wireless	Monthly Billing	279-46350-3200	41.14 M
Total 279463503200:					41.14
Total Safe Haven Grant:					58.88
PEG Channel					
04/13/2023	159178	RadioShack	HDMI Cable	290-41920-2170	8.99
Total 290419202170:					8.99
Total PEG Channel:					8.99
Capital Improvement					
04/13/2023	20230267	Flaherty & Hood PA	March Legal Fees	430-43010-5560	218.75
04/13/2023	20230288	Stantec Consulting Services Inc	8th Ave NE Feasibility Report	430-43010-5560	4,416.00
04/13/2023	20230288	Stantec Consulting Services Inc	8th St SE Eng. Services	430-43010-5560	1,932.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 430430105560:					6,566.75
Total Capital Improvement:					6,566.75
Water					
04/13/2023	159164	Hawkins Inc	City Wells Chemicals	601-49401-2170	9,580.69
04/13/2023	159164	Hawkins Inc	Conagra Well Chemicals	601-49401-2170	1,687.49
Total 601494012170:					11,268.18
04/13/2023	42314	City of Waseca	March Utilities	601-49401-3800	8,758.07 M
Total 601494013800:					8,758.07
04/05/2023	42307	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 4/2/2023	601-49430-0000	268.04 M
04/05/2023	42307	ACH Internal Revenue Service	MEDICARE Pay Period: 4/2/2023	601-49430-0000	62.67 M
Total 601494300000:					330.71
04/05/2023	159140	Madison National Life Insurance Co Inc	April 2023 LTD	601-49430-1340	1.58
04/05/2023	159140	Madison National Life Insurance Co Inc	April 2023 LTD	601-49430-1340	9.95
04/05/2023	159140	Madison National Life Insurance Co Inc	April 2023 LTD	601-49430-1340	46.71
Total 601494301340:					58.24
04/13/2023	159185	Waseca County Highway Department	Monthly billing	601-49430-2120	745.22
Total 601494302120:					745.22
04/13/2023	20230268	Gopher State One-Call Inc	Location calls - March	601-49430-3100	10.35
04/13/2023	20230295	Utility Consultants Inc	Total Coliform sampling	601-49430-3100	207.96
Total 601494303100:					218.31
04/13/2023	42313	Verizon Wireless	Monthly Billing	601-49430-3200	40.01 M
Total 601494303200:					40.01
04/13/2023	20230269	Hellevik, Brian	Class D water license & Test reimbursement	601-49430-3300	55.00
04/13/2023	20230293	U.S. Bank - CC	Meal while at training	601-49430-3300	24.64
04/13/2023	20230293	U.S. Bank - CC	Food while at at training	601-49430-3300	10.32
04/13/2023	20230293	U.S. Bank - CC	Parking while at training	601-49430-3300	9.50
04/13/2023	20230293	U.S. Bank - CC	Meal while at training	601-49430-3300	24.77
04/13/2023	20230293	U.S. Bank - CC	Parking while at training	601-49430-3300	9.50
04/13/2023	20230293	U.S. Bank - CC	Parking while at training	601-49430-3300	5.50
04/13/2023	20230293	U.S. Bank - CC	Lodging while at water training	601-49430-3300	486.54
Total 601494303300:					625.77
04/05/2023	159140	Madison National Life Insurance Co Inc	April 2023 LTD	601-49585-1340	15.78
Total 601495851340:					15.78
04/13/2023	20230252	Amazon	Wireless Door Bell UB	601-49585-2000	8.33

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 601495852000:					8.33
04/13/2023	20230277	MAS Communications Inc.	Answering Service-April	601-49585-3200	52.98
Total 601495853200:					52.98
04/13/2023	20230282	On Target Inc.	CASS address certification-quarterly	601-49585-3500	49.23
Total 601495853500:					49.23
04/05/2023	159140	Madison National Life Insurance Co Inc	April 2023 LTD	601-49586-1340	5.09-
04/05/2023	159140	Madison National Life Insurance Co Inc	April 2023 LTD	601-49586-1340	2.89
04/05/2023	159140	Madison National Life Insurance Co Inc	April 2023 LTD	601-49586-1340	14.58
04/05/2023	159140	Madison National Life Insurance Co Inc	April 2023 LTD	601-49586-1340	7.02
Total 601495861340:					19.40
04/13/2023	20230293	U.S. Bank - CC	Office Supplies	601-49586-2000	26.78
Total 601495862000:					26.78
04/13/2023	20230293	U.S. Bank - CC	Parking while at training	601-49586-2170	4.50
Total 601495862170:					4.50
04/13/2023	20230288	Stantec Consulting Services Inc	Engineering	601-49593-5300	3,059.00
Total 601495935300:					3,059.00
Total Water:					25,280.51
Sanitary Sewer					
04/05/2023	159140	Madison National Life Insurance Co Inc	April 2023 LTD	602-49470-1340	28.39
04/05/2023	159140	Madison National Life Insurance Co Inc	April 2023 LTD	602-49470-1340	3.31
Total 602494701340:					31.70
04/13/2023	20230268	Gopher State One-Call Inc	Location calls - March	602-49470-3100	10.35
04/13/2023	20230285	POSM Software LLC	support contract- sewer camera	602-49470-3100	2,000.00
Total 602494703100:					2,010.35
04/13/2023	42313	Verizon Wireless	Monthly Billing	602-49470-3200	40.01 M
04/13/2023	42313	Verizon Wireless	Monthly Billing	602-49470-3200	40.01 M
04/13/2023	42313	Verizon Wireless	Monthly Billing	602-49470-3200	40.01 M
04/13/2023	42313	Verizon Wireless	Monthly Billing	602-49470-3200	40.01 M
04/13/2023	42313	Verizon Wireless	Monthly Billing	602-49470-3200	40.01 M
04/13/2023	42313	Verizon Wireless	Monthly Billing	602-49470-3200	40.01 M
Total 602494703200:					240.06
04/13/2023	20230293	U.S. Bank - CC	Sewer School	602-49470-3300	260.00
04/13/2023	20230293	U.S. Bank - CC	Exam Fee	602-49470-3300	55.00
04/13/2023	20230293	U.S. Bank - CC	Service Fee	602-49470-3300	1.18
04/13/2023	20230293	U.S. Bank - CC	Service Fee	602-49470-3300	5.59

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 602494703300:					321.77
04/13/2023	42314	City of Waseca	March Utilities	602-49470-3800	1,177.57 M
Total 602494703800:					1,177.57
04/13/2023	20230254	Automatic Systems Company	Shamk. phase controller	602-49470-4020	147.58
04/13/2023	20230281	Napa Auto Parts	Parts	602-49470-4020	51.99
04/13/2023	20230296	Waseca Hardware LLC	Parts & Supplies	602-49470-4020	7.99
Total 602494704020:					207.56
04/05/2023	159140	Madison National Life Insurance Co Inc	April 2023 LTD	602-49480-1340	3.15
04/05/2023	159140	Madison National Life Insurance Co Inc	April 2023 LTD	602-49480-1340	48.56
Total 602494801340:					51.71
04/13/2023	159178	RadioShack	Battery backup	602-49480-2050	229.99
Total 602494802050:					229.99
04/13/2023	20230293	U.S. Bank - CC	Lab Supplies	602-49480-2170	68.91
04/13/2023	20230296	Waseca Hardware LLC	Parts & Supplies	602-49480-2170	7.47
04/13/2023	20230296	Waseca Hardware LLC	Parts & Supplies	602-49480-2170	80.94
Total 602494802170:					157.32
04/13/2023	20230283	Owatonna Shoe Company	Work Boot-Krienke	602-49480-2180	245.00
04/13/2023	20230283	Owatonna Shoe Company	Work Boot-Benson	602-49480-2180	230.00
Total 602494802180:					475.00
04/13/2023	20230259	Central Fire Protection Inc.	Credit from previous bill	602-49480-2190	60.00-
Total 602494802190:					60.00-
04/13/2023	20230263	Core & Main LP	Air relief grit pumps	602-49480-2210	229.41
04/13/2023	20230263	Core & Main LP	Air relief grit pumps	602-49480-2210	17.47
Total 602494802210:					246.88
04/13/2023	159152	Bin Pro	Demolition	602-49480-3100	359.45
04/13/2023	159157	Cintas Corp	Floor mat service	602-49480-3100	9.60
04/13/2023	20230295	Utility Consultants Inc	Lab Testing	602-49480-3100	2,451.33
04/13/2023	20230298	Waste Management of Southern MN	wwtp garbage	602-49480-3100	400.20
Total 602494803100:					3,220.58
04/13/2023	42313	Verizon Wireless	Monthly Billing	602-49480-3200	41.14 M
Total 602494803200:					41.14
04/13/2023	20230293	U.S. Bank - CC	School for MPCA License	602-49480-3300	75.00
04/13/2023	20230293	U.S. Bank - CC	Sewer School	602-49480-3300	285.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 602494803300:					360.00
04/13/2023	42314	City of Waseca	March Utilities	602-49480-3800	531.07 M
Total 602494803800:					531.07
04/05/2023	159140	Madison National Life Insurance Co Inc	April 2023 LTD	602-49585-1340	15.78
Total 602495851340:					15.78
04/13/2023	20230252	Amazon	Wireless Door Bell UB	602-49585-2000	8.33
Total 602495852000:					8.33
04/13/2023	20230277	MAS Communications Inc.	Answering Service-April	602-49585-3200	52.99
Total 602495853200:					52.99
04/13/2023	20230282	On Target Inc.	CASS address certification-quarterly	602-49585-3500	49.22
Total 602495853500:					49.22
04/05/2023	159140	Madison National Life Insurance Co Inc	April 2023 LTD	602-49586-1340	5.09-
04/05/2023	159140	Madison National Life Insurance Co Inc	April 2023 LTD	602-49586-1340	2.89
04/05/2023	159140	Madison National Life Insurance Co Inc	April 2023 LTD	602-49586-1340	14.58
Total 602495861340:					12.38
04/13/2023	20230267	Flaherty & Hood PA	March Legal Fees	602-49586-3000	2,767.50
Total 602495863000:					2,767.50
04/13/2023	20230288	Stantec Consulting Services Inc	I&I Project	602-49593-5300	35.00
Total 602495935300:					35.00
Total Sanitary Sewer:					12,183.90
Electric Utility					
04/13/2023	42315	SMMPA	SMMPA Power	604-49550-3810	432,398.23 M
Total 604495503810:					432,398.23
04/05/2023	159140	Madison National Life Insurance Co Inc	April 2023 LTD	604-49570-1340	3.02
Total 604495701340:					3.02
04/13/2023	42314	City of Waseca	March Utilities	604-49570-3800	89.67 M
Total 604495703800:					89.67
04/05/2023	159140	Madison National Life Insurance Co Inc	April 2023 LTD	604-49571-1340	71.46
Total 604495711340:					71.46

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
04/13/2023	159185	Waseca County Highway Department	Monthly billing	604-49571-2120	231.21
Total 604495712120:					231.21
04/13/2023	20230276	Locators & Supplies Inc.	safety sign stand	604-49571-2170	175.88
04/13/2023	20230281	Napa Auto Parts	PArts	604-49571-2170	8.28
Total 604495712170:					184.16
04/13/2023	20230283	Owatonna Shoe Company	Work Boot-Bartz	604-49571-2180	270.00
Total 604495712180:					270.00
04/13/2023	20230276	Locators & Supplies Inc.	leather gloves	604-49571-2190	267.52
Total 604495712190:					267.52
04/13/2023	20230293	U.S. Bank - CC	Plumbing fitting for Electric Dept	604-49571-2240	62.88
Total 604495712240:					62.88
04/13/2023	159186	Waseca County Treasurer	Lighting Rebate	604-49571-2330	9,120.00
Total 604495712330:					9,120.00
04/13/2023	20230268	Gopher State One-Call Inc	Location calls - March	604-49571-3100	10.35
04/13/2023	20230291	Test-Right LLC	rubber glove testing	604-49571-3100	265.00
04/13/2023	20230296	Waseca Hardware LLC	Parts & Supplies	604-49571-3100	13.24
Total 604495713100:					288.59
04/13/2023	42313	Verizon Wireless	Monthly Billing	604-49571-3200	40.01 M
04/13/2023	42313	Verizon Wireless	Monthly Billing	604-49571-3200	40.01 M
04/13/2023	42313	Verizon Wireless	Monthly Billing	604-49571-3200	40.01 M
Total 604495713200:					120.03
04/13/2023	20230278	MN Municipal Utilities Association	Apprentice Training - Huebl	604-49571-4940	360.00
04/13/2023	20230278	MN Municipal Utilities Association	UG Apprentice Training - Huebl	604-49571-4940	515.00
Total 604495714940:					875.00
04/05/2023	159140	Madison National Life Insurance Co Inc	April 2023 LTD	604-49572-1340	7.05
Total 604495721340:					7.05
04/05/2023	159140	Madison National Life Insurance Co Inc	April 2023 LTD	604-49573-1340	13.09
Total 604495731340:					13.09
04/13/2023	20230262	Condon Farm Service	propane	604-49573-2170	49.64
Total 604495732170:					49.64
04/05/2023	159140	Madison National Life Insurance Co Inc	April 2023 LTD	604-49574-1340	4.03

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 604495741340:					4.03
04/13/2023	42314	City of Waseca	March Utilities	604-49574-3800	229.17 M
04/13/2023	159187	Xcel Energy	Monthly Service	604-49574-3800	567.97
Total 604495743800:					797.14
04/13/2023	42314	City of Waseca	March Utilities	604-49575-3800	630.97 M
Total 604495753800:					630.97
04/05/2023	159140	Madison National Life Insurance Co Inc	April 2023 LTD	604-49584-1340	2.01
Total 604495841340:					2.01
04/05/2023	159140	Madison National Life Insurance Co Inc	April 2023 LTD	604-49585-1340	28.39
Total 604495851340:					28.39
04/13/2023	20230252	Amazon	Wireless Door Bell UB	604-49585-2000	8.32
Total 604495852000:					8.32
04/13/2023	20230277	MAS Communications Inc.	Answering Service-April	604-49585-3200	52.99
Total 604495853200:					52.99
04/13/2023	20230282	On Target Inc.	CASS address certification-quarterly	604-49585-3500	49.23
Total 604495853500:					49.23
04/05/2023	159140	Madison National Life Insurance Co Inc	April 2023 LTD	604-49586-1340	4.12-
04/05/2023	159140	Madison National Life Insurance Co Inc	April 2023 LTD	604-49586-1340	3.13
04/05/2023	159140	Madison National Life Insurance Co Inc	April 2023 LTD	604-49586-1340	15.02
Total 604495861340:					14.03
04/13/2023	20230256	Batteries Plus Bulbs	batteries	604-49586-2000	109.44
Total 604495862000:					109.44
04/13/2023	20230255	Barr Engineering Company	Engineering	604-49586-3000	1,842.00
Total 604495863000:					1,842.00
04/13/2023	20230278	MN Municipal Utilities Association	MMUA Dues	604-49586-4330	2,877.25
Total 604495864330:					2,877.25
04/13/2023	20230257	Border States Electric Supply	conversion supplies	604-49593-5300	1,270.38
Total 604495935300:					1,270.38
04/13/2023	20230273	JT Services of MN	transformer bases	604-49593-5400	8,855.66

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 604495935400:					8,855.66
Total Electric Utility:					460,593.39
Storm Water Utility					
04/05/2023	159140	Madison National Life Insurance Co Inc	April 2023 LTD	651-43140-1340	2.41
04/05/2023	159140	Madison National Life Insurance Co Inc	April 2023 LTD	651-43140-1340	15.77
Total 651431401340:					18.18
04/13/2023	20230288	Stantec Consulting Services Inc	Wetland Conservation 2022 Annual Report	651-43140-3000	86.00
04/13/2023	20230288	Stantec Consulting Services Inc	MS4 Permit Review	651-43140-3000	86.00
04/13/2023	20230288	Stantec Consulting Services Inc	Supplemental Drainage Area Delineation	651-43140-3000	1,988.00
Total 651431403000:					2,160.00
04/13/2023	42314	City of Waseca	March Utilities	651-43140-3800	324.05 M
Total 651431403800:					324.05
04/13/2023	20230297	Waseca Sand & Gravel Inc.	Materials for tile abandonment - 1101 8th St SE	651-43140-4000	678.00
Total 651431404000:					678.00
04/05/2023	159140	Madison National Life Insurance Co Inc	April 2023 LTD	651-49585-1340	3.16
Total 651495851340:					3.16
Total Storm Water Utility:					3,183.39
Central Garage Services					
04/05/2023	159140	Madison National Life Insurance Co Inc	April 2023 LTD	701-43180-1340	56.19
Total 701431801340:					56.19
04/13/2023	159185	Waseca County Highway Department	Monthly billing	701-43180-2120	119.80
Total 701431802120:					119.80
04/13/2023	20230270	Huber Supply Co Inc	tank rental	701-43180-2170	17.05
04/13/2023	20230271	IFACS	genral shop supplies	701-43180-2170	87.66
04/13/2023	20230271	IFACS	shop supplies	701-43180-2170	44.78
04/13/2023	20230296	Waseca Hardware LLC	Parts & Supplies	701-43180-2170	14.99
Total 701431802170:					164.48
04/13/2023	20230258	Boss Supply Inc.	roller spray nozzles	701-43180-2210	305.00
04/13/2023	159161	Environmental Products & Access LLC	Credit for returned parts	701-43180-2210	198.80-
04/13/2023	159161	Environmental Products & Access LLC	Plugs #125	701-43180-2210	418.13
04/13/2023	159161	Environmental Products & Access LLC	Clamp	701-43180-2210	196.05
04/13/2023	159165	John Deere Financial	Filters	701-43180-2210	161.62
04/13/2023	159170	Mills Automotive Group	Sensor #18	701-43180-2210	21.60
04/13/2023	20230280	MTI Distributing Inc.	ventrac filters	701-43180-2210	265.36
04/13/2023	20230280	MTI Distributing Inc.	ventrac hyd filter	701-43180-2210	100.88
04/13/2023	20230281	Napa Auto Parts	Parts	701-43180-2210	1,645.17

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
04/13/2023	20230284	Pomp's Tire Service Inc	Skidloader tires	701-43180-2210	937.60
04/13/2023	159177	QC Supply	Nozzles	701-43180-2210	829.70
04/13/2023	20230286	Sanco Equipment LLC	female coupler - parks	701-43180-2210	109.67
04/13/2023	20230286	Sanco Equipment LLC	couplers - parks	701-43180-2210	142.17
04/13/2023	159180	Snow-Wheel System Inc	snowblower wheels	701-43180-2210	520.00
04/13/2023	20230293	U.S. Bank - CC	Radiator for Auxilary pump kubots motor unit #529	701-43180-2210	841.23
04/13/2023	20230293	U.S. Bank - CC	Plywood Sheets for tuck box side boards # 25,21, 20	701-43180-2210	136.76
04/13/2023	20230296	Waseca Hardware LLC	Parts & Supplies	701-43180-2210	20.75
Total 701431802210:					6,452.89
04/13/2023	20230281	Napa Auto Parts	Parts	701-43180-2400	21.59
Total 701431802400:					21.59
04/13/2023	20230293	U.S. Bank - CC	Monthly scan tool	701-43180-3100	149.00
Total 701431803100:					149.00
Total Central Garage Services:					6,963.95
Property and Liability Insuran					
04/13/2023	20230266	First National Insurance	Agency Fee	702-49955-3000	800.00
Total 702499553000:					800.00
Total Property and Liability Insuran:					800.00
Equipment Replacement Fund					
04/13/2023	159160	Deml Ford Lincoln Mercury Inc	new police squad	705-49920-5400	44,260.00
04/13/2023	20230265	Emergency Automotive Technologies Inc.	new Squad expense	705-49920-5400	4,433.39
Total 705499205400:					48,693.39
04/13/2023	159151	Arnold's	Parks Equipment - Kubota Tractor	705-49970-5400	41,000.00
Total 705499705400:					41,000.00
Total Equipment Replacement Fund:					89,693.39
Grand Totals:					798,778.05

Report Criteria:

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

Title:	Conduct a Public Hearing for Consideration of Ordinance No. 1107: An Ordinance of the Waseca City Council Amending Chapter 154 of the Code of Ordinances.		
Meeting Date:	April 18, 2023	Agenda Item Number:	7A
Action:	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	PC Memo Ordinance No. 1107
Originating Department:	Community Development	Presented By:	Bill Green
Approved by City Manager: <input checked="" type="checkbox"/>	Proposed Action: Conduct a Public Hearing and consider adopting Ordinance No. 1107, Amending Chapter 154 of the Waseca City Code of Ordinances		
How does this item pertain to Vision 2030 goals?	Good Governance		

BACKGROUND: In January of 2016, the City adopted changes to Chapter 154: Zoning of the Code of Ordinances. City Staff is continually reviewing and identifying code items to be modified and updated, as well as presenting new code items to be added. These amendments have been selected and brought forth to provide clarity within the Ordinance, reduce the need for common variances, and promote growth within the City.

The Planning Commission held a public hearing on the requested Text Amendments at their meeting on April 11, 2023.

A motion was made and seconded by the Planning Commission recommending that **Text Amendment #1**, regarding clarification of driveway approach design and width standards, be given back to staff for discussed modifications and brought back to the Planning Commission for review at a future Planning Commission meeting. The motion was approved 3 - 0.

A motion was made and seconded by the Planning Commission recommending approval of **Text Amendment #2**, regarding adding “Custom Meat Processing” as a Conditionally Permitted Use in the B-3, B-4, I-1, and I-2 Districts. The motion was approved 3 - 0.

A motion was made and seconded by the Planning Commission recommending that **Text Amendment #3**, regarding minimum setbacks for accessory structures, be given back to staff for discussed modifications and brought back to the Planning Commission for review at a future Planning Commission meeting. The motion was approved 3 - 0.

Due to the length of the Text Amendment changes, upon City Council approval a summary will be published in the newspaper with the complete text also available for viewing at Waseca City Hall located at 508 South State Street.

BUDGET IMPACT: Minimal cost associated with amending the City Code.

POLICY CLARIFICATION: The City Council has the authority to approve, reject, or make modifications to all, some, or none of the Text Amendments presented.

ALTERNATIVES CONSIDERED: None.

RECOMMENDATION: Staff recommends City Council conduct a Public Hearing and adopt Ordinance No. 1107 approving Text Amendment #2 to Chapter 154 of the Waseca City Code of Ordinances; and authorize Planning Commission discussed modifications to Text Amendment #1 and Text Amendment #3 be presented at a future Planning Commission meeting.

**PLANNING DEPARTMENT
M E M O R A N D U M**

TO: Daren Arndt, Chair
Waseca Planning Commission

FROM: Bill Green
Planning and Zoning Coordinator

MEETING DATE: April 11, 2023

SUBJECT: Public Hearing-Action No. 23-03 – Zoning Text Amendments

ATTACHMENTS: Existing zoning code sections to be amended; MN R302

REQUEST

Waseca Staff request that the Planning Commission consider the proposed Zoning Ordinance amendments. These amendments have been selected and brought forth to provide clarity within the Ordinance and reduce the need for common variances.

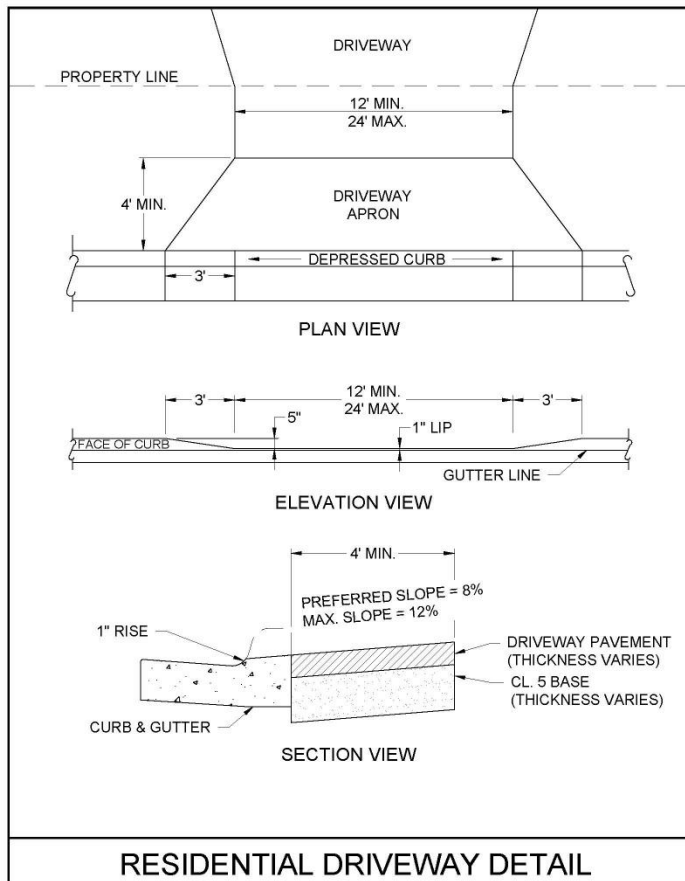
Note: Underlined text is being added and ~~strikeout~~ text is being deleted.

PROPOSED AMENDMENT #1

§ 154.155 DRIVEWAYS AND PRIVATE INTERNAL ACCESS ROADS.

(4) ~~The maximum width for any portion of a driveway at the property line shall be 24 feet for a residential driveway; a commercial, industrial or institutional driveway may be 28 feet if two lanes and 36 feet if three lanes. The City Engineer may allow adjustments to the driveway intersection corner radius if needed to accommodate large trucks.~~ Residential driveways shall be a maximum of 24 feet in width at the property line with 3-foot-wide flares (4 foot minimum length) and maximum slope of 12% as depicted in Figure 15-1 below. Commercial, industrial, or institutional driveways shall be a maximum of 28 feet in width at the property line if two lanes, a maximum of 36 feet in width at the property line if three lanes and shall have a maximum slope of 10%. The City Engineer may, at their discretion, allow adjustments to commercial, industrial, and institutional driveway widths, flares, or radii to accommodate large trucks.

Figure 15-1: Residential Driveway Detail



§ 154.015 R-1, SUBURBAN RESIDENTIAL DISTRICT

(G) ~~Driveway width.~~ The maximum width of a residential driveway at the property line shall be 24 feet. Residential driveways shall be a maximum of 24 feet in width at the property line with 3-foot-wide flares (4 foot minimum length) and maximum slope of 12%. See § 154.155 (A) (4) Driveways and Private Internal Access Roads – Number, Separation, and Width.

§ 154.016 R-2, URBAN RESIDENTIAL DISTRICT

(G) ~~Driveway width.~~ The maximum width of a residential driveway at the property line shall be 24 feet. Residential driveways shall be a maximum of 24 feet in width at the property line with 3-foot-wide flares (4 foot minimum length) and maximum slope of 12%. See § 154.155 (A) (4) Driveways and Private Internal Access Roads – Number, Separation, and Width.

§ 154.017 R-3, MULTI-FAMILY DISTRICT, LOW AND MEDIUM DENSITY

(G) ~~Driveway width.~~ The maximum width of a residential driveway at the property line shall be 24 feet. Residential driveways shall be a maximum of 24 feet in width at the property line with 3-foot-wide flares (4 foot minimum length) and maximum slope of 12%. See § 154.155 (A) (4) Driveways and Private Internal Access Roads – Number, Separation, and Width.

§ 154.018 R-4, MULTI-FAMILY DISTRICT, HIGH DENSITY

(G) ~~Driveway width.~~ The maximum width of a residential driveway at the property line shall be 24 feet. Residential driveways shall be a maximum of 24 feet in width at the property line with 3-foot-wide flares (4 foot minimum length) and maximum slope of 12%. See § 154.155 (A) (4) Driveways and Private Internal Access Roads – Number, Separation, and Width.

§ 154.023 B-1, CENTRAL BUSINESS DISTRICT

(F) ~~Driveway width.~~ The maximum width for any portion of a commercial driveway in the public road right-of-way shall be 28 feet if two lanes or 36 feet if three lanes. ~~Alternative designs may be approved by the City Engineer.~~ Commercial driveways shall be a maximum of 28 feet in width at the property line if two lanes, a maximum of 36 feet in width at the property line if three lanes and shall have a maximum slope of 10%. The City Engineer may, at their discretion, allow adjustments to commercial driveway widths, flares, or radii to accommodate large trucks.

§ 154.024 B-2, COMMUNITY RETAIL AND SERVICE BUSINESS DISTRICT

(F) ~~Driveway width.~~ The maximum width for any portion of a commercial driveway in the public road right-of-way shall be 28 feet if two lanes or 36 feet if three lanes. ~~Alternative designs may be approved by the City Engineer.~~ Commercial driveways shall be a maximum of 28 feet in width at the property line if two lanes, a maximum of 36 feet in width at the property line if three lanes and shall have a maximum slope of 10%. The City Engineer may, at their discretion, allow adjustments to commercial driveway widths, flares, or radii to accommodate large trucks.

§ 154.025 B-3, NEIGHBORHOOD TRANSITION BUSINESS DISTRICT

(F) ~~Driveway width.~~ The maximum width for any portion of a commercial driveway in the public road right-of-way shall be 28 feet if two lanes or 36 feet if three lanes. ~~Alternative designs may be approved by the City Engineer.~~ Commercial driveways shall be a maximum of 28 feet in width at the property line if two lanes, a maximum of 36 feet in width at the property line if three lanes and shall have a maximum slope of 10%. The City Engineer may, at their discretion, allow adjustments to commercial driveway widths, flares, or radii to accommodate large trucks.

§ 154.026 B-4, REGIONAL RETAIL AND SERVICE BUSINESS DISTRICT

(F) ~~Driveway width.~~ The maximum width for any portion of a commercial driveway in the public road right-of-way shall be 28 feet if two lanes or 36 feet if three lanes. ~~Alternative designs may be approved by the City Engineer.~~ Commercial driveways shall be a maximum of 28 feet in width at the property line if two lanes, a maximum of 36 feet in width at the property line if three lanes and shall have a maximum slope of 10%. The City Engineer may, at their discretion, allow adjustments to commercial driveway widths, flares, or radii to accommodate large trucks.

§ 154.030 I-1, LIMITED INDUSTRY DISTRICT

(F) ~~Driveway width.~~ The maximum width for any portion of an industrial driveway in the public road right-of-way shall be 28 feet if two lanes or 36 feet if three lanes. ~~Alternative designs may be approved by the City Engineer.~~ Industrial driveways shall be a maximum of 28 feet in width at the property line if two lanes, a maximum of 36 feet in width at the property line if three lanes and shall have a maximum slope of 10%. The City Engineer may, at their discretion, allow adjustments to industrial driveway widths, flares, or radii to accommodate large trucks.

§ 154.030 I-2, MODERATE INDUSTRY DISTRICT

(F) ~~Driveway width. The maximum width for any portion of an industrial driveway in the public road right-of-way shall be 28 feet if two lanes or 36 feet if three lanes. Alternative designs may be approved by the City Engineer.~~ Industrial driveways shall be a maximum of 28 feet in width at the property line if two lanes, a maximum of 36 feet in width at the property line if three lanes and shall have a maximum slope of 10%. The City Engineer may, at their discretion, allow adjustments to industrial driveway widths, flares, or radii to accommodate large trucks.

Reasoning

Staff would like to clarify and better define the City Code regarding driveway widths and insert a residential driveway detail. This information will remove ambiguity and provide clearer guidance to staff, property owners, and contractors. The proposed code changes maintain the existing maximum residential and commercial driveway widths at the property line of 24 feet and 28 feet respectively (on private property beyond the property line, driveway widths can be increased above the maximum).

In the past, staff have dealt with complaints regarding the allowable residential driveway width. In many cases, the conflict arose when a contractor did not seek City guidance or obtain a ROW permit before constructing a driveway. Therefore, staff is now requiring ROW permits with inspections for all new driveways to ensure that they are complying with City Code.

At this time, staff is not recommending increasing the allowable residential driveway width for the following reasons: (1) increased stormwater runoff due to increased impervious surface coverage, (2) less safe for pedestrians and cyclists because it increases their exposure to vehicles, and (3) decreases overall aesthetics by reducing available green space.

For comparison, residential driveway widths for some other MN cities are shown below:

City	Residential Driveway Width
Northfield	20 feet
Madison Lake	22 feet
Lonsdale	28 feet
Owatonna	24 feet (lots < 80 feet wide), 32 feet (lots > 80 feet wide)
North Mankato	24 feet (lots < 80 feet wide), 30 feet (lots > 80 feet wide)
Faribault	32 feet

If the Planning Commission wishes at this time to recommend increasing the allowable residential driveway width, staff recommends limiting the increase to no larger than the current allowable commercial driveway width of 28 feet.

Any proposed increase in width would require MN DNR review as a number of our buildable lots are located in the shoreland overlay district. Initial MN DNR comment was that if the driveway widths were to be upscaled from a maximum width of 24' to 28', the lot size would have to scale proportionately in order to maintain the appropriate ratio of impervious surface. This could be done by increasing lot size to account for more impervious surface or decreasing other impervious surfaces such as the building footprint, but either way the impervious surface requirements would still need to be met. As a reminder, these are rough draft comments and any proposed amendments and changes will still require conditional approval from the DNR.

PROPOSED AMENDMENT #2

§ 154.022 PRINCIPAL AND ACCESSORY USES IN THE BUSINESS DISTRICTS.

Table 5-1: Summary of the Principal Permitted and Conditional Land Uses in the Business Districts

P: Permitted C: Conditional --: Not allowed

<i>Land Uses</i>	<i>Zoning Districts</i>				<i>Specific Development Requirements</i>
	<i>B-1</i>	<i>B-2</i>	<i>B-3</i>	<i>B-4</i>	
<i>Business Uses</i>					
Retail and/or service businesses that deal directly with the final consumer or beneficiary, with building floor areas under 8,000 square feet, but not including drive-through service or drive-in service	P	P	P	P	
Retail and/or service businesses that deal directly with the final consumer or beneficiary, with building floor areas equal to or greater than 8,000 square feet, but not including drive-through or drive-in service	P	P	--	P	
Agricultural commodities sales businesses	C	--	--	P	
Animal veterinary clinics	P	P	P	P	§§ 154.109 - 154.144
Bars or taverns	P	P	--	P	§§ 154.109 - 154.144
Beer micro-breweries	P	P	--	P	As per statute
Car washes, freestanding	--	P	--	P	
Convenience store with fuel sales	--	P	P	--	§§ 154.109 - 154.144
Cultural facilities including museums, libraries, art studios and art galleries	P	P	P	--	
<u>Custom Meat Processing</u>			<u>C</u>	<u>C</u>	
Day care, commercial child	P	P	P	--	§§ 154.109 - 154.144

This is an excerpt from Table 5-1 as no other changes were proposed other than shown

Reasoning

The previous zoning code listed Butcher Shops as a permitted use in the B-2, B-3, and B-4 Districts with no clarity or definition. The current zoning code (Adopted 2016) does not provide clarification on, or specifically allow for, custom processing and packaging of meat and poultry products for resale. Therefore, new and existing businesses of this type cannot legally conform to our zoning code. The addition of this use as conditionally permitted in the B-3, B-4, I-1, and I-2 districts can allow these activities to legally conform to those zoning districts while still being subject to conditions set by the City.

§ 154.029 PRINCIPAL AND ACCESSORY USES IN THE INDUSTRIAL DISTRICTS.

Table 6-1: Summary of the Principal Permitted and Conditional Land Uses in the Industrial Districts

P: Permitted C: Conditional --: Not allowed

<i>Land Uses</i>	<i>Zoning Districts</i>		<i>Specific Development Requirements</i>
	<i>I-1</i>	<i>I-2</i>	
<i>Industrial Uses</i>			
Alcohol distillation	--	C	
Animal veterinary clinics	P	P	
Beer brewing	P	P	State regulation
Bulk storage of liquid or grain	--	P	§§ 154.109 - 154.144
Cellular telephone relay facilities	C	C	§§ 154.109 - 154.144
Construction trades shops	P	P	
<u>Custom Meat Processing</u>	<u>C</u>	<u>C</u>	
Distillation of bone, coal, tar, petroleum, grain or wood alcohol	--	--	
Drugs and pharmaceutical manufacturing	C	P	

This is an excerpt from Table 6-1 as no other changes were proposed other than shown

Reasoning

The previous zoning code listed Butcher Shops as a permitted use in the B-2, B-3, and B-4 Districts with no clarity or definition. The current zoning code (2016) does not provide clarification on, or specifically allow for, custom processing and packaging of meat and poultry products for resale. Therefore, new and existing businesses of this type cannot legally conform to our zoning code. The addition of this use as conditionally permitted in the B-3, B-4, I-1, and I-2 districts can allow these activities to legally conform to those zoning districts while still being subject to conditions set by the City.

§ 154.202 DEFINITIONS.

CUSTOM MEAT PROCESSING. A facility for the indoors only processing of meat and poultry for wholesale and retail sales, including activities related to the cutting, smoking, grinding, and packaging of meat and poultry products, but specifically excluding slaughtering or rendering.

154.031 I-2, MODERATE INDUSTRY DISTRICT.

(E) *Prohibited uses.*

- (1) Distillation of bone, coal, tar, petroleum, grain or wood;
- (2) Manufacturing or bulk storage of explosives;
- (3) Fertilizer manufacturing, compost or storage processing of garbage, offal, dead animals, refuse or rancid fats;
- (4) Livestock feeding yards, slaughter houses or **processing rendering** plants; and
- (5) Any industry that creates an excessive odor, noise or air pollution problem.

Reasoning

The previous zoning code listed Butcher Shops as a permitted use in the B-2, B-3, and B-4 Districts with no clarity or definition. The current zoning code (Adopted 2016) does not provide clarification on, or specifically allow for, custom processing and packaging of meat and poultry products for resale. Therefore, new and existing businesses of this type cannot legally conform to our zoning code. The addition of this use as conditionally permitted in the B-3, B-4, I-1, and I-2 districts can allow these activities to legally conform to those zoning districts while still being subject to conditions set by the City.

PROPOSED AMENDMENT #3

§ 154.015 R-1, SUBURBAN RESIDENTIAL DISTRICT.

Table 4-6: Requirements for Detached Accessory Structures, R-1 District

	<i>One- or Two-Family Residential Use</i>	<i>Permitted Non-Residential Use</i>
Number of structures allowed	3	3
Maximum accessory structure square footage - all allowable accessory structures combined	1,100 sf	1,100 sf
Lot coverage maximum	10 %	10 %
Height maximum - garage	20	20
Side wall height max - garage*	9	9
Height maximum - other	12	12
Minimum setbacks**		
Front	No closer than principal	No closer than principal
Side	5	5
Corner side	No closer than principal	No closer than principal
Rear	5	5
From principal structure	6	6
	<u>Per 2020 MN Residential Code Section R302 as amended</u>	<u>Per 2020 MN Residential Code Section R302 as amended</u>

Reasoning

The Minnesota Residential Code continues to evolve and be updated in many areas. The City code should not be more restrictive than the State code in this area regarding the setback of an accessory structure from the principal structure when dealing with an individual dwelling unit on the same lot. Narrow lots in the city are restrictive to the addition of garages and carports in some cases due to this code.

§ 154.016 R-2, URBAN RESIDENTIAL DISTRICT.

Table 4-10: Requirements for Detached Accessory Structures, R-2 District

	<i>One- or Two-Family Residential Use</i>	<i>Multiple-Family Residential Use</i>	<i>Permitted Non-Residential Use</i>
Number of structures allowed	3	3	3
Maximum accessory structure square footage - all allowable accessory structures combined	1,100 sf	1,100 sf	1,100 sf
Lot coverage maximum	10 %	10 %	10 %
Height maximum - garage	20	20	20
Side wall height max -			
Garage*	9	9	9
Height maximum - other	12	12	12
Minimum setbacks			
Front	No closer than principal	No closer than principal	No closer than principal
Side	3	3	3
Corner side	No closer than principal	No closer than principal	No closer than principal
Rear	3	3	3
From principal structure	6 <u>Per 2020 MN Residential Code Section R302 as amended</u>	6 <u>Per 2020 MN Residential Code Section R302 as amended</u>	6 <u>Per 2020 MN Residential Code Section R302 as amended</u>
From alley	5	5	5

Reasoning

The Minnesota Residential Code continues to evolve and be updated in many areas. The City code should not be more restrictive than the State code in this area regarding the setback of an accessory structure from the principal structure when dealing with an individual dwelling unit on the same lot. Narrow lots in the city are restrictive to the addition of garages and carports in some cases due to this code.

REQUESTED ACTION

Hold a public hearing on the proposed Zoning Ordinance amendments and take action on a recommendation to be forwarded to the City Council for consideration at their April 18, 2023 meeting.

TABLE R301.5—continued
MINIMUM UNIFORMLY DISTRIBUTED LIVE LOADS
(in pounds per square foot)

- b. Uninhabitable attics without storage are those where the clear height between joists and rafters is not more than 42 inches, or where there are not two or more adjacent trusses with web configurations capable of accommodating an assumed rectangle 42 inches in height by 24 inches in width, or greater, within the plane of the trusses. This live load need not be assumed to act concurrently with any other live load requirements.
- c. Individual stair treads shall be designed for the uniformly distributed live load or a 300-pound concentrated load acting over an area of 4 square inches, whichever produces the greater stresses.
- d. A single concentrated load applied in any direction at any point along the top.
- e. See Section R507.1 for decks attached to exterior walls.
- f. Guard in-fill components (all those except the handrail), balusters and panel fillers shall be designed to withstand a horizontally applied normal load of 50 pounds on an area equal to 1 square foot. This load need not be assumed to act concurrently with any other live load requirement.
- g. Uninhabitable attics with limited storage are those where the clear height between joists and rafters is 42 inches or greater, or where there are two or more adjacent trusses with web configurations capable of accommodating an assumed rectangle 42 inches in height by 24 inches in width, or greater, within the plane of the trusses.

The live load need only be applied to those portions of the joists or truss bottom chords where all of the following conditions are met:

- 1. The attic area is accessed from an opening not less than 20 inches in width by 30 inches in length that is located where the clear height in the attic is not less than 30 inches.
- 2. The slopes of the joists or truss bottom chords are not greater than 2 inches vertical to 12 units horizontal.
- 3. Required insulation depth is less than the joist or truss bottom chord member depth.

The remaining portions of the joists or truss bottom chords shall be designed for a uniformly distributed concurrent live load of not less than 10 pounds per square foot.

- h. Glazing used in handrail assemblies and guards shall be designed with a safety factor of 4. The safety factor shall be applied to each of the concentrated loads applied to the top of the rail, and to the load on the in-fill components. These loads shall be determined independent of one another, and loads are assumed not to occur with any other live load.

R301.6 Roof load. The roof shall be designed for the live load indicated in Table R301.6 or the snow load indicated in Table R301.2(1), whichever is greater.

TABLE R301.6
MINIMUM ROOF LIVE LOADS IN POUNDS-FORCE
PER SQUARE FOOT OF HORIZONTAL PROJECTION

ROOF SLOPE	TRIBUTARY LOADED AREA IN SQUARE FEET FOR ANY STRUCTURAL MEMBER		
	0 to 200	201 to 600	Over 600
Flat or rise less than 4 inches per foot (1:3)	20	16	12
Rise 4 inches per foot (1:3) to less than 12 inches per foot (1:1)	16	14	12
Rise 12 inches per foot (1:1) and greater	12	12	12

For SI: 1 square foot = 0.0929 m², 1 pound per square foot = 0.0479 kPa, 1 inch per foot = 83.3 mm/m.

R301.7 Deflection. The allowable deflection of any structural member under the live load listed in Sections R301.5 and R301.6 or wind loads determined by Section R301.2.1 shall not exceed the values in Table R301.7.

R301.8 Nominal sizes. For the purposes of this code, dimensions of lumber specified shall be deemed to be nominal dimensions unless specifically designated as actual dimensions.

SECTION R302
FIRE-RESISTANT CONSTRUCTION

R302.1 Exterior walls. Construction, projections, openings and penetrations of *exterior walls* of *dwelling*s and accessory buildings shall comply with Table R302.1(1); or *dwelling*s equipped throughout with an *automatic sprinkler system* installed in accordance with Section P2904 shall comply with Table R302.1(2).

Exceptions:

- 1. Walls, projections, openings or penetrations in walls perpendicular to the line used to determine the *fire separation distance*.
- 2. Walls of *individual dwelling units* and their *accessory structures* located on the same *lot*.
- 3. Detached tool sheds and storage sheds, playhouses and similar structures exempted from permits are not required to provide wall protection based on location on the *lot*. Projections beyond the *exterior wall* shall not extend over the *lot line*.
- 4. Detached garages accessory to a *dwelling* located within 2 feet (610 mm) of a *lot line* are permitted to

TABLE R301.7
ALLOWABLE DEFLECTION OF STRUCTURAL MEMBERS^{b,c}

STRUCTURAL MEMBER	ALLOWABLE DEFLECTION
Rafters having slopes greater than 3:12 with finished ceiling not attached to rafters	<i>L</i> /180
Interior walls and partitions	<i>H</i> /180
Floors	<i>L</i> /360
Ceilings with brittle finishes (including plaster and stucco)	<i>L</i> /360
Ceilings with flexible finishes (including gypsum board)	<i>L</i> /240
All other structural members	<i>L</i> /240
Exterior walls—wind loads ^a with plaster or stucco finish	<i>H</i> /360
Exterior walls—wind loads ^a with other brittle finishes	<i>H</i> /240
Exterior walls—wind loads ^a with flexible finishes	<i>H</i> /120 ^d
Lintels supporting masonry veneer walls ^e	<i>L</i> /600

Note: *L* = span length, *H* = span height.

- a. For the purpose of the determining deflection limits herein, the wind load shall be permitted to be taken as 0.7 times the component and cladding (ASD) loads obtained from Table R301.2(2).
- b. For cantilever members, *L* shall be taken as twice the length of the cantilever.
- c. For aluminum structural members or panels used in roofs or walls of sunroom additions or patio covers, not supporting edge of glass or sandwich panels, the total load deflection shall not exceed *L*/60. For continuous aluminum structural members supporting edge of glass, the total load deflection shall not exceed *L*/175 for each glass lite or *L*/60 for the entire length of the member, whichever is more stringent. For sandwich panels used in roofs or walls of sunroom additions or patio covers, the total load deflection shall not exceed *L*/120.
- d. Deflection for exterior walls with interior gypsum board finish shall be limited to an allowable deflection of *H*/180.
- e. Refer to Section R703.8.2.

have roof eave projections not exceeding 4 inches (102 mm).

5. Foundation vents installed in compliance with this code are permitted.

R302.2 Townhouses. Walls separating townhouse units shall be constructed in accordance with Section R302.2.1 or R302.2.2.

R302.2.1 Double walls. Each townhouse shall be separated by two 1-hour fire-resistance-rated wall assemblies tested in accordance with ASTM E119, UL 263 or Section 703.3 of the *International Building Code*.

R302.2.2 Common walls. Common walls separating townhouses shall be assigned a fire-resistance rating in accordance with Item 1 or 2. The common wall shared by

**TABLE R302.1(1)
EXTERIOR WALLS**

EXTERIOR WALL ELEMENT		MINIMUM FIRE-RESISTANCE RATING	MINIMUM FIRE SEPARATION DISTANCE
Walls	Fire-resistance rated	1 hour—tested in accordance with ASTM E119, UL 263, or Section 703.3 of the <i>International Building Code</i> with exposure from both sides	0 feet
	Not fire-resistance rated	0 hours	≥ 5 feet
Projections	Not allowed	NA	< 2 feet
	Fire-resistance rated	1 hour on the underside, or heavy timber, or fire-retardant-treated wood ^{a, b, c}	≥ 2 feet to < 5 feet
	Not fire-resistance rated	0 hours	≥ 5 feet
Openings in walls	Not allowed	NA	< 3 feet
	25% maximum of wall area	0 hours	3 feet
	Unlimited	0 hours	5 feet
Penetrations	All	Comply with Section R302.4	< 3 feet
		None required	3 feet

For SI: 1 foot = 304.8 mm.

NA = Not Applicable.

- The fire-resistance rating shall be permitted to be reduced to 0 hours on the underside of the eave overhang if fireblocking is provided from the wall top plate to the underside of the roof sheathing.
- The fire-resistance rating shall be permitted to be reduced to 0 hours on the underside of the rake overhang where gable vent openings are not installed.
- One hour on the underside equates to one layer of 5/8-inch type X gypsum sheathing. Openings are not allowed.

**TABLE R302.1(2)
EXTERIOR WALLS—DWELLINGS WITH FIRE SPRINKLERS**

EXTERIOR WALL ELEMENT		MINIMUM FIRE-RESISTANCE RATING	MINIMUM FIRE SEPARATION DISTANCE
Walls	Fire-resistance rated	1 hour—tested in accordance with ASTM E119, UL 263, or Section 703.3 of the <i>International Building Code</i> with exposure from the outside	0 feet
	Not fire-resistance rated	0 hours	3 feet ^a
Projections	Not allowed	NA	< 2 feet
	Fire-resistance rated	1 hour on the underside, or heavy timber, or fire-retardant-treated wood ^{b, c, d}	2 feet ^a
	Not fire-resistance rated	0 hours	3 feet
Openings in walls	Not allowed	NA	< 3 feet
	Unlimited	0 hours	3 feet ^a
Penetrations	All	Comply with Section R302.4	< 3 feet
		None required	3 feet ^a

For SI: 1 foot = 304.8 mm.

NA = Not Applicable.

- For residential subdivisions where all dwellings are equipped throughout with an automatic sprinkler system installed in accordance with Section P2904, the fire separation distance for exterior walls not fire-resistance rated and for fire-resistance-rated projections shall be permitted to be reduced to 0 feet, and unlimited unprotected openings and penetrations shall be permitted, where the adjoining lot provides an open setback yard that is 6 feet or more in width on the opposite side of the property line.
- The fire-resistance rating shall be permitted to be reduced to 0 hours on the underside of the eave overhang if fireblocking is provided from the wall top plate to the underside of the roof sheathing.
- The fire-resistance rating shall be permitted to be reduced to 0 hours on the underside of the rake overhang where gable vent openings are not installed.
- One hour on the underside equates to one layer of 5/8-inch type X gypsum sheathing. Openings are not allowed.

ORDINANCE NO. 1107

AN ORDINANCE AMENDING CHAPTER 154: ZONING

WHEREAS, Chapter 154 of the Waseca Code of Ordinances provides zoning provisions;

NOW, THEREFORE, the City of Waseca does hereby ordain that the amendments to Chapter 154 of the Waseca Code of Ordinances as shown herein are hereby approved and modified. The modification only amends the specified codes, the remainder of the Ordinance shall remain as previously adopted.

SECTION 1. Chapter 154: ZONING of the Waseca Code of Ordinances is hereby amended as follows, underlined text is being added and ~~strikeout~~ text is being deleted:

§ 154.022 PRINCIPAL AND ACCESSORY USES IN THE BUSINESS DISTRICTS.

Table 5-1: Summary of the Principal Permitted and Conditional Land Uses in the Business Districts

P: Permitted C: Conditional --: Not allowed

<i>Land Uses</i>	<i>Zoning Districts</i>				<i>Specific Development Requirements</i>
	<i>B-1</i>	<i>B-2</i>	<i>B-3</i>	<i>B-4</i>	
<i>Business Uses</i>					
Cultural facilities including museums, libraries, art studios and art galleries	P	P	P	--	
<u>Custom Meat Processing</u>	--	--	<u>C</u>	<u>C</u>	

§ 154.029 PRINCIPAL AND ACCESSORY USES IN THE INDUSTRIAL DISTRICTS.

Table 6-1: Summary of the Principal Permitted and Conditional Land Uses in the Industrial Districts

P: Permitted C: Conditional --: Not allowed

<i>Land Uses</i>	<i>Zoning Districts</i>		<i>Specific Development Requirements</i>
	<i>I-1</i>	<i>I-2</i>	
<i>Industrial Uses</i>			
Cellular telephone relay facilities	C	C	§§ 154.109 - 154.144
Construction trades shops	P	P	
<u>Custom Meat Processing</u>	<u>C</u>	<u>C</u>	

§ 154.202 DEFINITIONS.

CUSTOM MEAT PROCESSING. A facility for the indoors only processing of meat and poultry for wholesale and retail sales, including activities related to the cutting, smoking, grinding, and packaging of meat and poultry products, but specifically excluding slaughtering or rendering.

154.031 I-2, MODERATE INDUSTRY DISTRICT.

(E) *Prohibited uses.*

- (1) Distillation of bone, coal, tar, petroleum, grain or wood;
- (2) Manufacturing or bulk storage of explosives;
- (3) Fertilizer manufacturing, compost or storage processing of garbage, offal, dead animals, refuse or rancid fats;
- (4) Livestock feeding yards, slaughter houses or **processing rendering** plants; and
- (5) Any industry that creates an excessive odor, noise or air pollution problem.

SECTION 2. This Ordinance shall take and be in force 10 days after its passage.

ADOPTED this _____ day of _____ 2023.

RANDY L. ZIMMERMAN
MAYOR

ATTEST:

JULIA HALL
CITY CLERK

Introduced: 04.11.2023
Adopted: 04.18.2023
Published: 04.26.2023
Effective: 04.28.2023

Title:	APPOINTMENTS TO THE PLANNING COMMISSION BOARD		
Meeting Date:	April 18, 2023	Agenda Item Number:	7B
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Planning Commission Applications
Originating Department:	Community Development	Presented By:	City Manager
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to appoint two (2) members to the Planning Commission Board		
How does this item pertain to Vision 2030 goals?	Creating high quality community assets		

BACKGROUND: The Planning Commission Board is an advisory board made up of five (5) members. Staff received three applications for two vacant seats. The Planning Commission interviewed the three candidates at the April 11, 2023, Planning Commission meeting. The public was allowed to comment after the interview process was completed.

A motion was made and seconded to recommend Carley Gleason to the Planning Commission Board. The motion was approved 3 - 0.

A motion was made and seconded to recommend Chris Weber to the Planning Commission Board. The motion was approved 3 - 0.

A motion was made and seconded to recommend Dean Schoenfeld to the Planning Commission Board. The motion was approved 2 – 1 (nay Sexton).

BUDGET IMPACT: No impact to the City budget.

POLICY QUESTION: The City Council has the authority to appoint Board and Commission members.

RECOMMENDATION: Staff recommends the Waseca City Council review the Planning Commission recommendation and appoint two (2) individuals to the Planning Commission Board.

CITY OF WASECA

Board/Commission/Authority Application Form

Date 2/24/23

Name Carley Gleason

Address 14919 Snake Trl, Waseca, MN 56093

Telephone Number: (Home) [REDACTED] (Work) [REDACTED] email: [REDACTED]

Occupation: Self employed/Business Owner - Interior remodel project manager/designer

Please check the Board/Commission/Authority for which you are applying:

- Airport Board
- Charter Commission
- Park Board
- Economic Development Authority
- Housing & Redevelopment Authority
- Human Rights Commission
- Community Ed Advisory Board
- Planning Commission
- Heritage Preservation Commission

Please tell us why you are interested in serving on this Board/Commission/Authority.
I'd like the opportunity to be apart of our community growth and embetterment.

Have you previously served on this Board/Commission/Authority? (if yes provide dates)
No, I have not.

Have you held, or do you currently hold, an office on this Board/Commission/Authority?
No, I do not.

Please list what qualifications you possess that will be helpful to this Board /Commission /Authority.
(List your experience, education, certification, etc.)

My experience in construction project management/coordinating, communication skills, energy, and creative vision could be helpful to this commission.

Please return completed application to Waseca City Hall, ATTN: City Clerk, 508 South State Street, Waseca, MN 56093.

CITY OF WASECA

Board/Commission/Authority Application Form

Date 3-2-2023

Name Christopher S. Weber

Address 422 3rd St. NE.

Telephone Number: (Home) [REDACTED] (Work) [REDACTED] email: [REDACTED]

Occupation: Project Superintendent

Please check the Board/Commission/Authority for which you are applying:

Airport Board

Human Rights Commission

Charter Commission

Community Ed Advisory Board

Park Board

Planning Commission

Economic Development Authority

Heritage Preservation Commission

Housing & Redevelopment Authority

Please tell us why you are interested in serving on this Board/Commission/Authority.

I would like to see growth in Waseca as I was born and raised there. Believe I could be an asset that can help plan for future.

Have you previously served on this Board/Commission/Authority? (if yes provide dates)

No

Have you held, or do you currently hold, an office on this Board/Commission/Authority?

No

Please list what qualifications you possess that will be helpful to this Board /Commission /Authority. (List your experience, education, certification, etc.)

*Commercial & Residential Construction in Minnesota and other states.
High School Diploma -
Educational Construction (building schools)*

Please return completed application to Waseca City Hall, ATTN: City Clerk, 508 South State Street, Waseca, MN 56093.

CITY OF WASECA

Board/Commission/Authority Application Form

Date 2-7-23

Name Dean L Schoenfeld

Address 1001 7th St NW

Telephone Number: (Home) [REDACTED] mail: _____

Occupation: Retired Farmer

Please check the Board/Commission/Authority for which you are applying:

- Airport Board
- Economic Development Authority
- Park Board
- Planning Commission
- Heritage Preservation Commission

Please tell us why you are interested in serving on this Board/Commission/Authority.

To have an impact on future planning of the City + County

Have you previously served on this Board/Commission/Authority? (if yes provide dates)

NO

Have you held, or do you currently hold, an office on this Board/Commission/Authority?

NO

Please list what qualifications you possess that will be helpful to this Board /Commission /Authority.

(List your experience, education, certification, etc.)

Born + raised outside of Waseca on a farm. Farmed full time until 1992 when we sold the milk cows. Helped at several places of employment and started 2 sons get into farming. Went to Waseca

Please return completed application to Waseca City Hall, ATTN: City Clerk, 508 South State Street, Waseca, MN 56093. Schools

The UofM Waseca for a short time, SCTC in Mankato for short course (Farm management) ~~at~~ Dryer schools for different corn dryers. Schooling for Primrose oil in Texas. High school was in FFA + still in FFA Alumni (President) Served as District 30 president Mapi, sold seed corn for Reule Seed with many awards for sales + Test Plots. Have traveled many states (over

and over sea. Now retired and would like to help
direct how things get done. To be a person that
can take an idea and get a finished goal out. The
result of brains storming and thinking it through

Your next member

Dean L Schoenfeld

Dean Sheffield

Airport Board – Composed of five (5) members – four (4) general public and one (1) Councilmember, who assist in an advisory capacity regarding the operation, management and improvement of the Municipal Airport. *3 year term.* Meets 1st Tuesday of the month at 12:00 noon.

Economic Development Authority – Composed of seven (7) members five (5) at-large members, and two (2) Council members. The Authority will focus efforts on economic development in order to retain current businesses and help promote growth of new businesses. *6 year term.* Meets the 2nd Wednesday of every month at 12:00 noon.

Heritage Preservation Commission – Composed of five (5) members – three (3) at-large members, one (1) nominated by Waseca Co. Historical Society, and one (1) nominated by City Planning Commission. A representative of the City Council also sits on this Commission. The Commission will engage in a comprehensive program of historic preservation, promote the historical resources of the City, and designation of heritage preservation sites. *3 year term.* Meets 1st Monday of every month at 5:00 p.m.

Park Board – Composed of five (5) members – four (4) general public and one (1) Councilmember. The Board will make recommendations to the City Manager and City Council pertaining to, but not limited to, park land acquisition, development, improvement and use. *3 year term.* Meets 1st Tuesday of every month at 11:30 a.m.

Planning Commission – Composed of five (5) members – four (4) general public and one (1) City Council representative. This is an advisory commission to the Council concerning comprehensive planning, zoning, platting, changes in streets, and other matters of a general planning nature. *3 year term.* Meets 2nd Tuesday of every month at 5:30 p.m.

Title:	APPROVAL OF INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 70 – FIRE (IUOE-FIRE) UNION CONTRACT 2023-2025 AND LETTER OF AGREEMENT (LOA)		
Meeting Date:	April 18, 2023	Agenda Item Number:	7C
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:	IUOE-Fire Contract LOA #1
Originating Department:	Administration	Presented By:	City Manager
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Approve new contract with the International Union of Operating Engineers – Fire (IUOE-Fire) and Letter of Agreement (LOA) #1.		
How does this item pertain to Vision 2030 goals?	Good Government		

BACKGROUND: Staff has concluded negotiations with four union contracts the City has with its employees. The City Council has already approved the International Brotherhood of Electrical Workers (IBEW) contract on December 20, 2022, and the Law Enforcement Labor Services (LELS-Patrol) contract on January 17, 2023. A tentative agreement has been reached with the International Union of Operating Engineers representing Public Works, Parks, and Wastewater Treatment Plant Department Employees (IUOE – PW). This tentative agreement will be going before the union employees for a vote before presenting the contracts to the City Council.

The International Union of Operating Engineers – Fire (IUOE-Fire) has seen fit to ratify the proposed terms and conditions for settlement. A summary of what was agreed upon and the new contract is attached.

It is anticipated to present the remaining contract in the coming month once approved by the respective union.

The City is currently in ongoing negotiations with the new Law Enforcement Labor Services – Sergeants and Lieutenant Union.

BUDGET IMPACT: The agreement incorporates an overall wage increase of 3.0% which has been included in the budgets presented to the council in December. As well as the health insurance changes.

POLICY QUESTION: Does the Council wish to approve the proposed labor contract?

RECOMMENDATION: Staff recommend approval of the IUOE-Fire contract and LOA.

AGREEMENT

between

CITY OF WASECA

and

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL NO. 70**

FIRE DEPARTMENT

January 1, 2023 through December 31, 2025

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LETTER OF AGREEMENT 25

THIS AGREEMENT made and entered into as of the 1st day of January, 2020, by and between the City of Waseca, a municipal corporation, (hereinafter referred to as the City) and the International Union of Operating Engineers, Local No. 70, (hereinafter referred to as the Union) as exclusive bargaining agent for the employees in the bargaining unit set forth in Article 1 below.

WHEREAS, Minnesota Legislature has endorsed the practices and procedures of collective bargaining as a fair and only way of conducting its relations with its employees, and relations of any political subdivision with its employees, insofar as such practices and procedures are appropriate to the function of obligations of the City to retain the right effectively to operate in a responsible and efficient manner and are so consonant with the paramount of the City and its citizens:

WHEREAS, it is the intention of this Agreement to set forth the entire Agreement of the parties covering the employment conditions were not otherwise mandated by statute, charter or ordinance, to maintain and increase the individual productivity in the quality of services, to prevent interruption of work and interference of the efficient operation of the City and to provide an orderly and prompt method for handling and processing grievances;

WHEREAS, the parties recognize that this Agreement is not intended to modify the discretionary authority vested in the City by statutes of the State of Minnesota, City Charter, and City Ordinances and City Resolutions.

ARTICLE 1 – RECOGNITION AND NON-DISCRIMINATION

Section 1. Recognition. The City hereby recognizes the Union as the exclusive collective bargaining representative with respect to wages, hours of employment and other working conditions for all full-time City employees assigned to the Fire Department as provided in the certification of Exclusive Representative issued by the Minnesota Bureau of Mediation Services, Case No. 89-PR-2172.

Section 2. Non-Discrimination. The City and the Union agree that there will be no discrimination against any employee because of race, creed, color, sex, or national origin, contrary to the provisions of federal and state law.

ARTICLE 2 – CITY SECURITY

Section 1. The Union agrees that during the life of this Agreement that the Union will not cause, encourage, participate in or support any strike, slow-down or other interruption of or interference with the normal functions of the City.

ARTICLE 3 – UNION MEMBERSHIP

Section 1. Employees have the right to join or refrain from joining the Union. Neither the City nor the Union shall discriminate against or interfere with the rights of the employees to become or not become members of the Union and, further, that there shall be no discrimination or coercion against any employee because of Union membership or non-membership.

ARTICLE 4 – UNION OFFICIALS

Section 1. There shall be no more than one Union Steward. The Steward and other Union Officials shall not leave their work stations without prior permission of their supervisor and then only for such activities as are specifically provided for in this Agreement. They shall notify their supervisor upon return to their workstations. The Union shall furnish the City with a complete and current list of its Union Official and Steward who will represent the Union in all matters of this Agreement.

Section 2. Representatives of the Union, previously accredited to the City in writing by the Union, shall be permitted to come on the premises of the City for the purposes of investigating or discussing grievances if they have first obtained permission from the City Manager or his/her designated representative, provided that the Union representative does not interfere with the work of the employees.

Section 3. The Union agrees that there shall be no solicitation for membership, signing up of members, collection of initiation fees, dues, fines or assessments, meetings or any other activities on City time.

Section 4. Union Visitation. The Union will be allowed to meet with newly hired employee(s) for up to one hour. This will take place on the clock, either within the first two (2) weeks of employment or at a date mutually agreed to between the Union and Employer.

ARTICLE 5 – UNION SECURITY

Section 1. Request for Dues Check Off. The exclusive representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues check off, pursuant to PELRA. Upon receipt of a properly executed authorization card of the employee involved, the City will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization during the period provided in said authorization. Initiation fees, dues, and other assessments shall commence thirty-one (31) days from date of employment.

Section 2. The Union may designate employees from the bargaining unit to act as a steward and an alternate and shall inform the City in writing of such choice and changes in the position of steward and/or alternate.

Section 3. The City shall make space available on the employee bulletin board for posting Union notice(s) and announcement(s).

Section 4. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as result of any action taken or not taken by the City under the provisions of this Article.

ARTICLE 6 – UNFAIR LABOR PRACTICES

Section 1. The City and the Union recognize that the Minnesota Public Employees Labor Relations Act (PELRA) in 179A.13 list specific activities that the City and the Union may not engage in. The City and the Union in the interest of serving the public agree not to encourage or participate in any activities, which are listed in 179.68 as Unfair Labor Practices.

ARTICLE 7 – UNION DUTIES

Section 1. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, can engage in, encourage, sanction, support or suggest any strikes, slow-downs, mass resignations, mass absenteeism, willful absence of one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance and duties of employment. In the event that any employee violates this Article, the Union shall immediately notify any such employee in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined. The City agrees that there shall be no lockouts of the employees.

ARTICLE 8 – DISCIPLINE AND DISCHARGE

Section 1. Disciplinary action may be imposed upon an employee only for just cause. Initial reprimand for minor infractions, irregularities or deficiencies shall be done in a manner that will not embarrass the employee before other employees or the public, and any disciplinary action imposed upon an employee may be processed through the grievance procedure. The normal disciplinary action shall be as follows:

1. Oral reprimand.
2. Written reprimand (copy to the Union).
3. Suspension or demotion (copy to the Union).
4. Discharge (copy to the Union).

When any disciplinary action more severe than an oral reprimand is intended, the City shall, before or at the time of such action is taken, notify the employee in writing of the specific reason(s) for such action.

Section 2. At his or her request, an employee shall have the opportunity to have a Union representative present during an investigation that may result in disciplinary action against the employee. The Union shall have the right to take up a suspension and/or discharge or demotion as a grievance at the second step of the grievance procedure and the matter shall be handled in accordance with the grievance procedure through the arbitration step if deemed necessary.

Section 3. The City shall not discharge any employee without just cause. If the City feels there is just cause for discharge, the employee shall be suspended for ten (10) working days and the employee will be notified in writing, that he/she is subject to discharge and shall be furnished with the reason(s) therefore.

Section 4. An oral reprimand shall not become part of an employee's personnel record. Each employee shall be furnished with a copy of all evaluative and disciplinary entries into his/her personnel office record and shall be entitled to have his/her written response included therein. All disciplinary entries in the personnel office record shall state the corrective action expected of the employee.

The contents of an employee's personnel office record shall be disclosed to him/her by the Finance Director upon request and to the employee's Union representative upon the written request of the employee.

ARTICLE 9 – SENIORITY

Section 1. Seniority shall be defined as the length of continuous service from most recent date of hire (including probationary period). Seniority preference shall be granted to an employee in connection with layoff, recall, promotion, or transfer, in recognition of his/her length of continuous service in a classification covered by this Agreement. A seniority roster will be posted in

an appropriate location and maintained by the City. Within each department, seniority will be the determining criterion for transfer, promotion, and layoffs when the job relevant qualifications and performance factors are equal.

Section 2. Employees on layoff shall be recalled in reverse order of layoff. Laid off employees shall have recall rights for twelve (12) months after layoff. A laid off employee may extend their recall right an additional one (1) year by serving written request via certified mail to the City within the initial twelve-month period of layoff. Recalled employees must return to work within five (5) workdays after recall notification by certified mail to the last known address the employee furnished to the City.

Section 3. In the event that an employee is laid off from a position of higher rank as determined by level of pay, he/she may exercise his/her seniority privilege to assume a lower grade position for which he/she is qualified and is more senior than the employee being displaced within the department. This provision may not be exercised to assume a position outside the employee's department or jurisdiction of this Agreement.

ARTICLE 10 – PROBATION

Section 1. An employee under the provisions of this Agreement shall serve a probationary period of the first year of continuous service, during which time the City shall have the unqualified right to discharge or otherwise discipline such employee, with or without cause. Such discharge will not be subject to the Grievance procedure in this Agreement. Probationary employees shall have the right to bring a grievance on any other provision of the contract alleged to have been violated.

Section 2. Current employees who progress to a different classification shall serve a one (1) year probationary period, during which time the employee may elect to return to his/her former position. Likewise, the employer, during the same period, may return such employee to his/her former position if job performance is not to standard.

Section 3. The probationary periods in Section 1 and Section 2 of this Article, may be extended by mutual agreement of the City, the employee, and the Union.

ARTICLE 11 – EMPLOYER AUTHORITY

Section 1. It is recognized that, except as expressly stated herein, the City shall retain the rights and authority necessary for it to operate and direct the affairs of the City in all of its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all of the operations and services of the City; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees, to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; and, to change or eliminate existing methods, equipment or facilities. This assignment of employees to various shifts and jobs within the Fire Department shall be at the sole discretion of the City.

Section 2. Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the City to modify, establish, or eliminate.

ARTICLE 12 – WORK SCHEDULE

Section 1. The sole authority in work schedules is the City. The regular annual work requirement for each full-time employee covered by this contract shall be 2912 hours and a 28-day work requirement of 212 hours. Said hours must be scheduled by the employer through work shifts ranging from 8-24 consecutive hours and shall not be fulfilled through voluntary fire department activities.

Section 2. Employees covered by this contract shall accrue hours to fulfill requirement of the normal work year in the following manner:

- A. Regular scheduled duty: actual hours spent on duty shall be credited to the fulfillment of the normal work year.
- B. Vacation: actual hours of vacation taken by an employee pursuant to Article 15 shall be credited to the fulfillment of the normal work year.
- C. Sick leave: approved leave for reason of personal illness in accordance with Article 18 shall be credited to fulfillment of the normal work year.

Section 3. Work in excess of 212 hours per 28-day work period shall be considered overtime and compensated at the rate of one and one-half times the employee's normal rate of pay. All overtime must be approved by the City prior to being worked.

ARTICLE 13 – WAGES

Section 1. Wage Schedule. The following wage rates shall apply:

Effective January 1, 2023:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Hourly Rate	\$17.11	\$17.81	\$18.53	\$19.24	\$19.95	\$20.66	\$21.38

Effective January 1, 2024:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Hourly Rate	\$17.62	\$18.34	\$19.09	\$19.82	\$20.55	\$21.28	\$22.02

Effective January 1, 2025:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Hourly Rate	\$18.15	\$18.89	\$19.66	\$20.41	\$21.17	\$21.92	\$22.68

New employees shall be brought in at the appropriate step as determined by the employer based on relevant education and experience.

Employees brought in at Step 1 will move to Step 2 after six (6) months of employment contingent on their meeting the expectations for the position. They will subsequently be moved to Step 3 at their one-year anniversary contingent on their meeting the expectations for the position.

All employees on Step 3 thru Step 6 will move to the next step on the anniversary date of their employment, contingent on their meeting the expectations for the position, except that employees employed by the City of Waseca as of January 1, 2017 who will move to the next step on January 1, 2018, which will be treated as their anniversary date for the purpose of moving steps going forward.

Failure to perform a performance review prior to the date the employee would receive their next step increase will result in the employee receiving the step increase, and for the purposes of the increase will be considered meeting the expectations for the position. Failure to perform a timely review, and providing the employee a step increase does not indicate an employee is performing satisfactorily for the reasons of future disciplinary actions or performance improvement measures.

ARTICLE 14 - VACATION

Vacation leave shall be earned, accrued and used according to the following provisions:

Section 1. Employees shall earn vacation from the date of their appointment to a position covered by this contract according to the following schedule:

Vacation Accrual:

0 through 7 years = eight (8) shifts/192 hours

More than 7 years = eleven (11) shifts/264 hours

Section 2. Employees may accrue vacation leave to a maximum of one and one-half times the amount earned in a year by the employee. Employees with annual vacation accrual of 192 hours shall be capped at 288 hours and

employees with annual vacation accrual of 264 hours shall be capped at 396 hours.

Section 3. Vacation pay shall be used when calculating overtime pay.

Section 4. Use of vacation pay must require prior approval by the City.

Section 5. Employees who leave the service of the City in good standing after providing at least 30 days' notice of their termination shall be compensated for the amount of vacation leave accrued and unused at the date of separation.

ARTICLE 15 - LEAVES OF ABSENCE

Section 1. An unauthorized absence from duty during required hours of attendance, whether for a day or more, or for any part of a day, shall be treated as absence without leave. Such absences may be made the grounds for disciplinary action. Where conditions warrant and adequate reasons are given for failure to secure prior authorization, the absence may be authorized by a later grant of leave. If an employee is absent without leave for two (2) calendar weeks, his/her employment with the City automatically terminates.

Section 2. If any employee is either on an approved leave of absence without pay or is suspended or is absent without leave without securing subsequent authorization for such leave, he/she will not accrue any vacation or sick leave for the time they were absent or suspended. Vacation and sick leave accruals will be prorated as necessary in order to accomplish this. Any holidays occurring in conjunction with absence without leave, or leave without pay, shall be forfeited by the employee.

Section 3. When the interests of the City can be benefited, the City Manager may grant a leave of absence without pay for special reasons for periods beyond those allowable for pay provided the appointing authority is willing, either to allow the position from which leave is taken to remain vacant, or to fill it by temporary appointment until the expiration of such leave.

Section 4. FMLA leaves shall be granted per state and federal laws.

ARTICLE 16 – HOLIDAY PAY

Section 1. Full-time Fire Department employees shall receive seven (7) paid holidays each calendar year. These holidays will be in recognition of New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving and Christmas Day. The holidays may be taken after the date which they are recognized subject to scheduling approval by the City. Employees may accrue holiday time to a maximum of 3 days (72 hours) at a time.

Section 2. Employees working a majority of their assigned shift on New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day, or Christmas Day will be paid at the rate of 1.5 times their regular rate of pay for that shift.

Section 3. Employees will receive one personal day each year. A personal leave day will be the equivalent of a scheduled work shift. Each personal leave day must be used within the calendar year in which it is earned. The personal leave day will accrue the first full pay period in January of each year.

ARTICLE 17 – SICK LEAVE

Section 1. Each employee shall earn sick leave from date of employment at the rate of 10.6 hours per month. Employees are entitled to paid leave for illness to the extent of accumulated sick leave. A maximum of 127.2 hours of sick leave shall be earned for each 12 months of service and shall accrue monthly. Sick leave shall not be considered as a privilege, which an employee may use at his/her discretion, but shall be allowed only in case of actual sickness or disability of the employee. Employees may accumulate a maximum of three thousand (3,000) hours sick leave.

Section 2. An employee may use personal sick leave benefits provided by the Employer for absences due to an illness of or injury to the employee's child, as defined in section 181.940, subdivision 4, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on

the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury.

- A. For the purpose of this section, "child" includes a stepchild and a biological, adopted, and foster child.
- B. For the purpose of this section, "grandchild" includes a step-grandchild, and a biological, adopted, and foster grandchild.

Section 3. Employees are expected to follow the following three steps to be eligible for sick leave:

- A. Report immediately to the City the reason for any absence.
- B. If the absence is more than three days in length, the employee must keep the City informed of the employee's physical condition; and,
- C. If required by the City, employees must submit proper medical certificate for absences exceeding three days.

Section 4. Employees who claim sick leave when physically and mentally fit unless under specific provision of this Agreement shall be subject to disciplinary action.

Section 5. If illness, injury or related conditions prevent an employee from returning to work upon use of all accumulated sick leave, the City Manager may grant unpaid leave of absence for up to three (3) months if conditions so justify.

ARTICLE 18 – INSURANCE

Section 1. The City will contribute the following for each level of coverage for major medical coverage, hospitalization plan to cover all employees during the life of this agreement.

Single	\$950.00
Employee +1	\$1,750.00
Family	\$2,500.00

There shall be an insurance reopener for years 2024 and 2025.

The City will pay the full premium for one hundred thousand dollars (\$100,000.00) in term life insurance coverage for each employee. Employees not choosing dependent coverage cannot be covered at Employer's expense for any additional insurance than the individual group health and life insurance. Additional life insurance can be purchased by employees at the employee's expense to the extent allowed under the Employer's group policy. The City will pay the full premium for disability coverage for each employee. Such disability coverage will provide for a ninety (90) day waiting period before eligibility for payment after a disability, with such disability payments to be 66-2/3rds of employee's base salary to a maximum of \$6,000 per month.

Section 2. Employees eligible for retirement and who retire from City employment may elect to leave with the City monies otherwise due them in the form of severance pay for the purpose of City payment of health insurance contributions under the following conditions:

1. The amount of severance pay due is more than four thousand dollars;
2. The employee signs a form indicating that the employee gives up any and all rights to the severance pay monies in perpetuity and that any monies in the account revert to the City in the event of the death of the employee and dependent (if any dependent is named); and
3. The Federal Internal Revenue Service (IRS) agrees that payments by the City of insurance premiums from City retained individual

employee severance pay accounts can be a tax free payment from a non-taxed account as described above.

A ruling from the IRS that such accounts are taxable to the employee or that the amount of payments from such accounts is taxable to the employee will terminate this provision and result in City payment of all monies in such accounts to the employees with all legally required deductions.

ARTICLE 19 - FUNERAL LEAVE

Section 1. Employees shall receive a maximum of three (3) shifts leave with pay during each calendar year after completion of the initial probationary period because of a death in the immediate family of the employee, including employee's parent, step-parent, spouse, child, step-child, brother, sister, step-brother, step-sister, grandparent, grandchild, spouse's parent, brother-in-law, sister-in-law or member of immediate household.

ARTICLE 20 - INJURY LEAVE

Section 1. Injury leave, as distinguished from sick leave, shall mean leave with pay given to an employee due to absences from duty caused by accident or injury as defined in the Worker's Compensation Act of the State of Minnesota as amended, arising out of and in the course of City employment.

Section 2. The employee agrees and shall be obligated to turn over to the City all amounts he receives as temporary weekly compensation under the Act.

Section 3. Any full-time employee who has been employed by the City at least six (6) months, injured on his/her regular job shall be entitled to full pay for up to a period of thirty (30) days while absent from work by reason of such injury and receiving Worker's Compensation payments for lost time. If any portions of days are reimbursed to the employee from Worker's Compensation for lost time, that portion will be counted toward the thirty (30) day time period. These benefit checks will be endorsed over to the City. At the employee's option, the accrued sick leave will not be charged until after

the beginning with the thirty first (31st) day of absence from work by reason of such injury. An employee who claims an absence from work due to any injury sustained on his/her regular job is subject to examination to be made on behalf of the City at the City's expense. Where doubt exists as to the employee's physical and mental capability to perform, the Employer shall have the right to require the employee to take a medical examination at the City's expense at a reasonable time.

Section 4. Nothing in this Article shall be construed to limit the City's rights and authority as specified in Article 11.

ARTICLE 21 - PHYSICAL FITNESS

Section 1. The City may require that all employees undergo physical examination to establish whether they meet normal medical limits or ranges, especially in the areas of blood pressure, vision, and weight. The City may establish reasonable policies to ensure the physical fitness of its employees. Required physical examination will be done without cost to the employee.

ARTICLE 22 - MILITARY LEAVE TRAINING

Section 1. Each employee of the City who is a member of a Reserve or National Guard unit shall be entitled to a Military Leave not to exceed two (2) weeks in any calendar year when required to engage in duty in such unit. No such employee shall be subjected to any loss or reduction of vacation or holiday privileges due to absences. While engaged in such duty the City shall pay the difference, if any, between the employee's compensation for military activities and his/her regular compensation.

ARTICLE 23 - JURY SERVICE

Section 1. When an employee has been absent from work because of jury service, he/she shall be paid his/her regular salary by the Employer with the

understanding that, at the completion of his/her jury service, he/she shall present their jury service check to the Finance Director.

ARTICLE 24 – SEVERANCE PAY

Section 1. Employees retiring and leave employment in good standing after reaching the minimum age established by the Public Employees Retirement Act shall receive forty-two percent (42%) of his or her accumulated sick leave, up to a maximum of 520 hours as severance pay. Severance pay MUST be remitted by the City to the Minnesota State Retirement System to be deposited in a Post-Retirement Health Care Savings Plan for the employee as authorized and governed by Minnesota Statutes Section 352.98. The employee will not have the option of receiving these funds in cash or having them applied for any other purpose. No employer contribution shall be made to the Plan, and the City shall have no responsibility or liability for management or disbursement of any funds remitted to the Plan.

In the event of death or permanent disability, employees or their legal survivors shall receive this severance pay.

A ruling from the IRS that such accounts are taxable to the employee or that the amount of payments from such accounts is taxable to the employee terminates this provision and results in City payment of all monies in such accounts to the employees with all legally required deductions.

ARTICLE 25 - SEVERABILITY

Section 1. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the request of either party.

ARTICLE 26 – TRAINING

Section 1. The need for training is always indicated by the existence of some particular condition or group of conditions, or by some situation, which, if improved or modified, will increase the efficiency of the employees. The City of Waseca encourages employees to recommend specific areas of training programs, which may bring about improvements in their productivity.

When a training program is selected by the City and the employee is assigned to attend, reasonable costs incurred in such training shall be paid according to City policy. Non-exempt employees will be compensated as required by applicable State and Federal law.

ARTICLE 27 – UNIFORM ALLOWANCE

Section 1. The City will reimburse employees up to seven hundred dollars (\$700.00) annually for a uniform allowance, including dry-cleaning, or, at the employer's option, furnish such uniforms in lieu of such allowance. Request for reimbursement must be accompanied by a copy of the receipt.

Section 2. Equipment. Mandated safety equipment will be provided by the City.

ARTICLE 28 – EMPLOYEE RIGHTS – GRIEVANCE PROCEDURE

Section 1. Grievance Mediation. Either party may call for mediation of the dispute by a Mediator mutually agreed upon from the local office of the Federal Mediation and Conciliation Service; both parties must agree to mediation. A recommendation for settlement of the dispute by the Mediator shall not be final and binding upon either party unless it is mutually agreed.

Section 2. Definition of a Grievance. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

Section 3. Union Representatives. The City will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article.

The Union shall notify the City in writing of the names of such Union representatives and of their successors when so designated as provided by Article 5, Section 2, of this Agreement. The City shall notify the Union in writing of the names of City representatives and their representatives and their successors when so designated.

Section 4. Processing of a Grievance. It is recognized and accepted by the Union and the City that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore not be accomplished during normal working hours.

Section 5. Procedure. Grievances, as defined by Article 5, Section 1, shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within six (6) calendar days after such alleged violation has occurred, present such grievance in writing to the employee's supervisor as designated by the City. The City designated representative will discuss and give an answer to such Step 1 grievance within five (5) calendar days of receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, and facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within five (5) calendar days after the City-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within five (5) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the City-designated Step 2 representative. The City designated representative shall give the Union the City's Step 2 answer in writing within five (5) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step

3 within five (5) calendar days following the City-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within five (5) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the City-designated Step 3 representative. The City designated representative shall give the Union the City's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the City-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

Step 4. If the grievance is not resolved in Step 3, the parties, by mutual agreement, may submit the matter to mediation with the State of Minnesota, Bureau of Mediation Services. Submitting the grievance to mediation preserves the tolls and timelines for Step 5 of the grievance procedure through the conclusion of mediation.

Step 5. A grievance unresolved in Step 4 and appealed to Step 5 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board. An arbitrator shall be selected from a list provided by the Director of the Bureau of Mediation Services.

Section 6. Arbitrator's Authority.

A. The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issues(s) submitted in writing by the City and the Union, and shall have no authority to make a decision on any other issue not so submitted.

B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the City and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the City and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Section 7. Waiver. If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limit, the Union may elect to treat the grievance as denied at that step and appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement by the City and the Union in each step.

ARTICLE 29 – LICENSURE

Section 1. A full-time firefighter employed on or after July 1, 2011, by a fire department is not eligible for permanent employment without being licensed as a firefighter by the board, pursuant to M.S. § 299N. Firefighter Training and Education; as it may be amended from time to time.

ARTICLE 30 – WAIVERS

Section 1. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter that may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 31 – AFFIRMATIVE ACTION

Section 1. The Union agrees that this Agreement is subject to the Affirmative Action Policy of the Employer and that cooperation will be given to ensure that no individual shall be discriminated against with respect to compensation, hours, or conditions of employment because of race, color, religion, sex, or national origin.

ARTICLE 32 – SAVINGS CLAUSE

Section 1. This Agreement is subject to the laws of the United States, the State of Minnesota, and the signed municipality. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction, from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect. The parties will attempt to work out an alternative solution to the voided provision.

ARTICLE 33 – DURATION

This Agreement shall be effective as of January 1, 2023 and shall remain in full force and effect until December 31, 2025.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

For: City of Waseca

Carl Sonnenberg, City Manager

For: International Union of
Operating Engineers Local 70

Scott Marsyla, Business Manager

Michael Dowdle, President

Linda Powers, Recording Secretary

Drew Brodeen, Business Representative

Jason Forshee, Steward

Date:

DB/bdw/opeiu#12
Contracts/City Waseca Fire

Date:

4/11/23

**LETTER OF AGREEMENT
General Wage Increase**

City of Waseca, hereinafter referred to as the Employer, and the International Union of Operating Engineers, Local 70, AFL-CIO, hereinafter referred to as the Union, agree to the following:

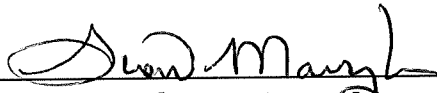
This correspondence serves to confirm the bargaining unit's agreement to apply the 'Me Too' agreement for wages for calendar years 2023, 2024 and 2025.

The 'Me Too' agreement assures that if any general wage increase (Cost of Living Adjustment) is given to any employee(s) at the City of Waseca, it will also be given to all IUOE Local 70 represented employees, employed by the City. The wage increase shall be implemented for all union employees using the same provisions as used for the initial employee(s) wage increase.


For: City of Waseca

Carl Sonnenberg, City Manager

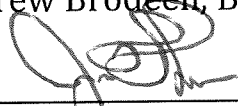
For: International Union of
Operating Engineers Local 70



Scott Marsyla, Business Manager



Drew Brodeen, Business Representative



Jason Forshee, Steward

Date:

4/11/23

Date:

DB/bdw /opeiu#12

SUMMARY OF TENTATIVE AGREEMENT

between

City of Waseca

and

IUOE Local 70 – Fire Department

December 12, 2022

1. **Term:** Three (3) Years.

2. **Article 13 - Wages:**
 - A) A three percent (3%) wage increase each year of the contract.
 - B) Delete the following language: ~~“Except that employees employed by the City of Waseca as of January 1, 2017, who will move to the next step on January 1, 2018, which will be treated as their anniversary date for the purpose of moving steps forward.”~~

3. **Article 10 – Probation:** Incorporate the probationary Letter of Agreement into the body of the contract.

4. **Article 17 – Sick Leave**
Section 1. **ADD** the following language: **Employees may accumulate a maximum of three thousand (3,000) hours sick leave.**

Section 3. **Delete**

5. **Article 18 – Insurance**
 - A) Section 1. Paragraph 1 – **Delete** - the current language and replace with the following: The City will contribute the following for each level of coverage for Major Medical Coverage, Hospitalization Plan to cover all employees for contract year 2023.
 - Single - \$950.00
 - Employee #1 - \$1,750.00
 - Family - \$2,500.00
 - B) There shall be an insurance reopener for years 2024 and 2025.

6. **Article 27 – Uniform Allowance:** Increase the City’s reimbursement to seven hundred dollars (\$700.00) annually.
7. **Article 4 – Union Officials:**
ADD NEW Section 4. Union Visitation. The Union will be allowed to meet with newly hired employee(s) for up to one hour. This will take place on the clock, either within the first two (2) weeks of employment or at a date mutually agreed to between the Union and Employer.
8. **Retroactivity** to January 1, 2023, if needed.
9. **Update:**
 - * The current General Wage Increase Letter of Agreement.
 - * “Me Too” for calendar years 2023, 2024 and 2025.
10. **Delete:** Letter of General Wage Increase for 2017 and 2018 calendar years.

DB/bdw/opeiu#12
Drew/Cty Waseca Fire TA



CITY OF WASECA

Request for City Council Action

Title:	RESOLUTION NO. 23-18: REPORT OF BIDS AND AWARDING THE CONTRACT FOR THE 2023 CRACK SEAL/SEAL COAT PROJECT (CITY PROJECT NO. 2023-03)		
Meeting Date:	April 18, 2023	Agenda Item Number:	7D
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:	Bid Tabulation Resolution No. 23-18
Originating Department:	Engineering	Presented By:	City Engineer
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Approve Resolution No. 23-18 reporting the bids and awarding the contract for the 2023 Crack Seal/Seal Coat Project (City Project No. 2023-03) to Allied Blacktop Company.		
How does this item pertain to Vision 2030 goals?	Creating high quality community assets		

BACKGROUND: On April 13, 2023, three (3) bids were received for the 2023 Crack Seal/Seal Coat Project (City Project No. 2023-03) with the low bid being from Allied Blacktop Company in the amount of \$101,307.07.

BUDGET IMPACT: The low bid is \$1,254.97 above the estimate of \$100,052.10. A total of \$100,000 in Street Capital was budgeted in the 2023 Capital Improvement Plan (CIP) for this project. While the low bid is \$1,307.07 over budget, staff recommends awarding the full project. Significant savings on other 2023 capital improvement projects will offset this overage.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 23-18 reporting the bids and authorizing the City Manager, or his designee, to award the contract for the 2023 Crack Seal/Seal Coat Project (City Project No. 2023-03) to Allied Blacktop Company.



BID TABULATION
2023 Crack Seal/Seal Coat Project
City Project No. 2023-03

STREETS					Engineer's Estimate		Allied Blacktop Co.		Pearson Bros, Inc.		Asphalt Surface Technologies Corp.	
Item No.	MNDOT Spec. No.	Item Description	Units	Estimated Quantities	Unit Prices	Totals	Unit Prices	Totals	Unit Prices	Totals	Unit Prices	Totals
1	2331.608	BITUMINOUS PAVEMENT CRACK TREATMENT	LB	7,927	\$2.50	\$19,817.50	\$2.40	\$19,024.80	\$2.95	\$23,384.65	\$2.72	\$21,561.44
2	2356.505	BITUMINOUS MATERIAL FOR SEAL COAT (CRS-2)	GAL	9,513	\$2.80	\$26,636.40	\$2.25	\$21,404.25	\$3.00	\$28,539.00	\$1.50	\$14,269.50
3	2356.506	BITUMINOUS SEAL COAT	SY	31,709	\$1.00	\$31,709.00	\$1.08	\$34,245.72	\$0.85	\$26,952.65	\$1.78	\$56,442.02
Streets Totals:						\$78,162.90		\$74,674.77		\$78,876.30		\$92,272.96

PARKING LOTS					Engineer's Estimate		Allied Blacktop Co.		Pearson Bros, Inc.		Asphalt Surface Technologies Corp.	
Item No.	MNDOT Spec. No.	Item Description	Units	Estimated Quantities	Unit Prices	Totals	Unit Prices	Totals	Unit Prices	Totals	Unit Prices	Totals
1	2331.608	BITUMINOUS PAVEMENT CRACK TREATMENT	LB	1,264	\$2.50	\$3,160.00	\$2.75	\$3,476.00	\$2.95	\$3,728.80	\$3.50	\$4,424.00
2	2356.505	BITUMINOUS MATERIAL FOR SEAL COAT (CRS-2)	GAL	3,054	\$2.80	\$8,551.20	\$2.25	\$6,871.50	\$3.25	\$9,925.50	\$1.50	\$4,581.00
3	2356.506	BITUMINOUS SEAL COAT	SY	10,178	\$1.00	\$10,178.00	\$1.60	\$16,284.80	\$1.45	\$14,758.10	\$2.26	\$23,002.28
Parking Lots Totals:						\$21,889.20		\$26,632.30		\$28,412.40		\$32,007.28
Project Totals:						\$100,052.10		\$101,307.07		\$107,288.70		\$124,280.24

RESOLUTION NO. 23-18

**REPORT OF BIDS AND AWARDING THE CONTRACT
FOR THE 2023 CRACK SEAL/SEAL COAT PROJECT
(CITY PROJECT NO. 2023-03)**

WHEREAS, bids for construction of the 2023 Crack Seal/Seal Coat Project were received and tabulated; and

WHEREAS, the lowest responsible bid was from Allied Blacktop Company of Maple Grove, Minnesota in the amount of \$101,307.07.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Waseca that the City Manager, or his designee, is hereby authorized and directed to enter into a contract with said bidder for completion of the 2023 Crack Seal/Seal Coat Project (City Project No. 2023-03).

Adopted this 18th day of April 2023.

RANDY L. ZIMMERMAN
MAYOR

ATTEST:

JULIA HALL
CITY CLERK



CITY OF WASECA

Request for City Council Action

Title:	RESOLUTION NO.23-19: AUTHORIZE A PROFESSIONAL DESIGN SERVICES CONTRACT WITH BOLTON & MENK FOR THE 8 TH AVENUE NE (CSAH 13) RECONSTRUCTION PROJECT (CITY PROJECT NO. 2024-01)		
Meeting Date:	April 18, 2023	Agenda Item Number:	7E
Action:	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Resolution No. 23-19
Originating Department:	Engineering	Presented By:	City Engineer
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Approve Resolution No. 23-19 authorizing a professional design services contract with Bolton & Menk for the 8 th Avenue NE (CSAH 13) Reconstruction Project (City Project No. 2024-01)		
How does this item pertain to Vision 2030 goals?	Creating high quality community assets.		

BACKGROUND: On April 10, 2023, City staff received four (4) proposals for professional design services for the 8th Avenue NE (CSAH 13) Reconstruction Project (City Project No. 2024-01) from Widseth, Stonebrooke, Stantec, and Bolton & Menk. Each proposal was evaluated and scored by both City and County staff based on Project Understanding & Approach, Personnel, Previous Experience & References, and Scope of Services & Estimated Not-to-Exceed Cost with Bolton & Menk being selected as the recommended firm to provide these services.

BUDGET IMPACT: The proposal from Bolton & Menk is for a not-to-exceed amount of \$217,560. Based on the approved Cooperative Agreement with the County, the City will be responsible for 55% of that total or \$119,658. This amount is \$157,842 less than the total budget of \$277,500 (\$106,500 for Streets/Sidewalk/Trail, \$90,000 for Sanitary Sewer, \$60,000 for Water, and \$21,000 for Storm Sewer).

After project completion, design costs will be divided in proportion to each funding sources' actual percentage of total project cost. Based on the not-to-exceed amount, the estimated breakdown is \$45,923 for Streets/Sidewalk/Trail, \$38,808 for Sanitary Sewer, \$25,872 for Water, and \$9,055 for Storm Sewer.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 23-19 authorizing the City Manager, or his designee, to execute a professional design services contract with Bolton & Menk for the 8th Avenue NE (CSAH 13) Reconstruction Project (City Project No. 2024-01).

RESOLUTION NO. 23-19

**AUTHORIZING A CONTRACT WITH BOLTON & MENK FOR PROFESSIONAL DESIGN SERVICES
FOR THE 8TH AVENUE NE (CSAH 13) RECONSTRUCTION PROJECT
(SAP 172-020-009, CITY PROJECT NO. 2024-01)**

WHEREAS, the City of Waseca and Waseca County, through a joint project, intend to reconstruct 8th Avenue NE (CSAH 13) between 3rd Street NE and Clear Lake Drive (City Project No. 2024-01); and

WHEREAS, the City desires to hire a consultant to provide professional design services for this project; and

WHEREAS, the City solicited, received, evaluated, and scored proposals for said professional services; and

WHEREAS, Bolton & Menk was the qualified consultant selected.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Waseca, Minnesota that the City Manager, or his designee, is hereby authorized to execute a contract with Bolton & Menk for professional services related to the design of the 8th Avenue NE (CSAH 13) Reconstruction Project (City Project No. 2024-01).

Adopted this 18th day of April 2023.

RANDY L. ZIMMERMAN
MAYOR

ATTEST:

JULIA HALL
CITY CLERK



CITY OF WASECA

Request for City Council Action

Title:	WASECA AIRPORT 4-UNIT HANGAR PROJECT (CITY PROJECT NO. 2021-19): 1. AUTHORIZE AN ENTITLEMENT TRANSFER AGREEMENT BETWEEN THE CITY OF WINONA AND THE CITY OF WASECA 2. RESOLUTION NO. 23-15: REPORT OF BIDS AND CONDITIONALLY AWARD THE CONTRACT (BASE BID ONLY) 3. RESOLUTION NO. 23-16: AUTHORIZE A CONSTRUCTION ENGINEERING CONTRACT WITH TKDA		
Meeting Date:	April 18, 2023	Agenda Item Number:	7F
Actions:	<input checked="" type="checkbox"/> MOTION (1) <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTIONS (2) <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	- Entitlement Transfer Agreement - Bid Tabulation - Resolution No. 23-15 - TKDA Contract Proposal - Resolution No. 23-16
Originating Department:	Engineering	Presented By:	City Engineer
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed actions related to the Waseca Airport 4-Unit Hangar Project: 1. Motion authorizing an entitlement transfer agreement between the City of Winona and the City of Waseca. 2. Approve Resolution No. 23-15 reporting the bids and awarding the contract (base bid only) to APX Construction Group LLC contingent on receipt of Federal and State grant agreements. 3. Approve Resolution No. 23-16 authorizing a construction engineering contract with TKDA.		
How does this item pertain to Vision 2030 goals?	Creating high quality community assets		

BACKGROUND: On February 28, 2023, a total of four (4) bids were received for the Waseca Municipal Airport 4-Unit Hangar Project (City Project No. 2021-19). This project was previously bid in the spring of 2022, but all bids were rejected due to higher-than-expected prices. The lowest responsible base bid was from APX Construction Group LLC in the amount of \$1,433,713.07 (the low base bid in 2022 was \$1,524,494.67). Their total bid amount including all three (3) bid alternates was \$1,609,158.07.

The base bid is \$68,170.74 above the engineer’s base bid estimate of \$1,365,542.33. In order to fully fund this project, a combination of federal, state, and local funds will be used. In addition, a Federal entitlement transfer of \$400,000 is needed. Because they have excess Federal airport funds available, TKDA (the City’s airport consultant) reached out to the City of Winona. As a result, a \$400,000 entitlement fund transfer from the City of Winona to the City of Waseca is expected to be approved by the Winona City Council on April 17th. This transfer would be paid back in 2025 and 2026 using future Waseca Airport entitlement funds.

If necessary, some 2024 BIL funding may also be allocated. This project is contingent on the receipt of Federal and State grant agreements later this spring. With conditional award, the contractor can begin ordering materials and avoid construction delays due to supply chain issues.

For construction engineering services on this project, TKDA has submitted the attached proposal for a not-to-exceed amount of \$99,300. As the contracted airport consultant, TKDA completed the design of this project and is qualified to also provide construction engineering services.

The breakdown of total estimated project construction cost and proposed engineering cost is shown below:

Funding Source	Estimated Construction Costs	Estimated Engineering Costs	Totals
Federal AIP (\$675,000 entitlements + \$400,000 transferred in)	\$1,008,000	\$67,000	\$1,075,000
Federal BIL	\$281,700	\$23,300	\$305,000
State (5% AIP match)	\$56,000	\$3,000	\$59,000
Waseca Airport (5% AIP match + 10% BIL match)	\$88,000	\$6,000	\$94,000
Totals:	\$1,433,700	\$99,300	\$1,533,000

At their meeting on March 28th, the Airport Board voted 4 to 0 to recommend awarding the project (base bid only) to APX Construction Group LLC contingent on receipt of Federal and State grant agreements, and to enter into a contract with TKDA for construction engineering services. All three bid alternates were rejected due to budget constraints.

BUDGET IMPACT: Total project cost is estimated to be \$1,533,000 with the Airport’s share of the project cost estimated at \$94,000. The \$400,000 entitlement transfer is necessary to fully fund this project and the Airport does have sufficient funds to cover the required local match.

RECOMMENDATIONS: Staff recommends the City Council approve the following Waseca Airport 4-Unit Hangar Project items:

1. Authorize the Mayor and City Clerk to execute an entitlement transfer agreement between the City of Winona and the City of Waseca.
2. Resolution No. 23-15 reporting the bids and awarding the contract (base bid only) to APX Construction Group LLC contingent on receipt of Federal and State grant agreements.
3. Resolution No. 23-16 authorizing the City Manager, or his designee, to execute a contract with TKDA for construction engineering services.

**AGREEMENT FOR WAIVER, TRANSFER AND REPAYMENT OF FAA
ENTITLEMENT FUNDS**

THIS AGREEMENT (the “Agreement”) is made and entered into this ___ day of _____ 2023, by and between the City of Winona, a Minnesota municipal corporation (hereinafter “Winona”), and the City of Waseca, a Minnesota municipal corporation (hereinafter “Waseca”); (collectively the “parties”).

WITNESSETH:

WHEREAS, Winona is the owner, operator and sponsor of the Winona Municipal Airport and is a recipient of Federal Aviation Administration (“FAA”) Non-Primary Entitlement Funds; and

WHEREAS, Waseca is the owner, operator and sponsor of the Waseca Municipal Airport and is a recipient of FAA Non-Primary Entitlement Funds; and

WHEREAS, 49 U.S.C. § 47117(c)(2) provides that a sponsor of an airport may make an agreement with the U.S. Department of Transportation, Secretary of Transportation (the “Secretary”) waiving the sponsor’s claim to any part of the amount apportioned for the airport if the Secretary agrees to make the waived amount available for a grant for another public-use airport in the same state or geographic area as the airport; and

WHEREAS, Waseca has requested Winona to waive the receipt of and to transfer to Waseca \$400,000.00 of Winona’s FAA Entitlement Funds for the years 2020, 2021, 2022, and 2023; and

WHEREAS, Winona is willing to waive the receipt of and to transfer its FAA Entitlement Funds for years 2020, 2021, 2022, and 2023 in the amount of \$400,000.00 to Waseca pursuant to applicable FAA regulations and upon the terms and conditions contained herein.

NOW, THEREFORE, for valuable consideration, it is agreed by and between the parties as follows:

1. Winona hereby agrees to waive the receipt of and to transfer \$400,000.00 of FAA Program (AIP) Non-Primary Entitlement Funds, earmarked for the Winona Municipal Airport, to Waseca for Waseca’s use at the Waseca Municipal Airport for each fiscal year, as follows:

Fiscal Year	Amount
2020	\$7,937.00
2021	\$150,000.00
2021	\$150,000.00
2023	\$92,063.00

2. Winona agrees to sign and file FAA Form 5100-110, Request for FAA Approval of Agreement for Transfer of Entitlements (Order 5100.38D) with the U.S. Department of Transportation, Federal Aviation Administration, to effectuate the above-mentioned waiver and transfer of the above-stated FAA Entitlements Funds from Winona to Waseca.
3. Waseca hereby agrees to accept the above-stated transfer of Winona's waived and transferred FAA Entitlements Funds in the amount of \$400,000.00 and agrees, in full consideration of this Agreement, to return and repay to Winona, without interest, the FAA Entitlement Funds hereby transferred in the amount of \$300,000.00 no later than May 1, 2025, and in the remaining amount of \$100,000.00 no later than May 1, 2026.
4. In the event Waseca does not receive a total of \$400,000.00 of FAA Entitlement Funds in years 2024, 2025, and 2026 from FAA in order to waive receipt of and repay Winona, Waseca hereby agrees to waive the receipt of and to repay the \$400,000.00, or balance not yet repaid, of FAA Entitlement Funds to Winona in the year the first such FAA Entitlement Funds become available to Waseca.
5. Under no circumstances shall Waseca be obligated to repay more than the original amount waived and transferred to Waseca from Winona. Interest shall not be applied to the FAA Entitlements Funds hereby waived by Winona and transferred to Waseca for purposes of return/repayment thereof.
6. The recitals to this Agreement are made a part hereof and incorporated herein by reference.
7. The parties hereto, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
8. The parties hereto each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each Party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
9. The Agreement shall not be assigned without the prior written consent of the parties.
10. Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representative of the parties.
11. Nothing contained in this Agreement shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the parties.
12. Except as otherwise expressly stated herein, no right or remedy herein conferred on or reserved to the parties is intended to be exclusive of any other right or remedy hereby

provided by law, but each shall be cumulative in, and in addition to, every other right or remedy given herein or hereafter existing at law, in equity, or by statute.

13. The parties shall abide by all applicable Federal and State laws and regulations now in effect or hereinafter adopted pertaining to this Agreement.
14. The laws of the State of Minnesota shall govern any interpretations or constructions of this Agreement without regard to its choice of law or conflict of laws principles, and any action brought as a result of any claim, demand, or cause of action arising under the terms of this Agreement shall be brought in an appropriate venue in the State of Minnesota.
15. The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 et seq.
16. Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.
17. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.
18. These terms and conditions constitute the entire agreement between the parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.
19. All covenants, representations and warranties by any party, and any undischarged obligations arising prior to the expiration of this Agreement (whether by completion or earlier termination) shall survive such expiration.
20. This Agreement may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any party to the counterpart shall be deemed a signature to the Agreement, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing party.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties have hereunto executed this document effective on the date first above written.

CITY OF WINONA:

By: _____
Scott D. Sherman, Its Mayor

By: _____
Monica Hennessy Mohan, Its City Clerk

CITY OF WASECA:

By: _____
Randy L. Zimmerman, Its Mayor

By: _____
Julia Hall, Its City Clerk

BID TABULATION
Waseca Municipal Airport 4-Unit Hangar Project
City Project No. 2021-19

	Item No.	Item Codes	Item Descriptions	Units	Quantities	Engineer's Estimate		APX Construction Group		WEB Construction, Inc.		Ebert Construction		The Joseph Company, Inc.	
						Unit Prices	Totals	Unit Prices	Totals	Unit Prices	Totals	Unit Prices	Totals	Unit Prices	Totals
Base Bid	1	01 35 13-1	HAUL ROUTES	LS	1	\$2,090.40	\$2,090.40	\$4,087.50	\$4,087.50	\$5,677.00	\$5,677.00	\$3,120.00	\$3,120.00	\$4,012.50	\$4,012.50
	2	01 35 13-2	CONTRACTOR'S SITE	LS	1	\$5,460.00	\$5,460.00	\$4,905.00	\$4,905.00	\$6,919.00	\$6,919.00	\$5,460.00	\$5,460.00	\$3,745.00	\$3,745.00
	3	01 71 13-1	MOBILIZATION	LS	1	\$22,354.80	\$22,354.80	\$19,186.18	\$19,186.18	\$19,272.00	\$19,272.00	\$23,852.40	\$23,852.40	\$9,630.00	\$9,630.00
	4	02 41 13-1	REMOVE ASPHALT PAVEMENT	SY	55	\$28.36	\$1,559.80	\$16.35	\$899.25	\$76.71	\$4,219.05	\$29.88	\$1,643.40	\$16.05	\$882.75
	5	03 10 00-1	HANGAR CAST-IN-PLACE CONCRETE (TOTAL) - DIV 03	LS	1	\$286,000.00	\$286,000.00	\$368,970.45	\$368,970.45	\$242,633.00	\$242,633.00	\$340,600.00	\$340,600.00	\$364,607.85	\$364,607.85
	6	13 34 19-1	METAL HANGAR BUILDING (TOTAL) - DIV 05-13	LS	1	\$728,000.00	\$728,000.00	\$672,846.10	\$672,846.10	\$739,107.00	\$739,107.00	\$827,482.29	\$827,482.29	\$1,148,520.00	\$1,148,520.00
	7	22 05 00-1	HANGAR PLUMBING CONSTRUCTION (TOTAL)	LS	1	\$48,360.00	\$48,360.00	\$31,272.10	\$31,272.10	\$36,565.00	\$36,565.00	\$48,776.00	\$48,776.00	\$30,698.30	\$30,698.30
	8	26 05 00-1	HANGAR ELECTRICAL CONSTRUCTION (TOTAL) - DIV 26	LS	1	\$75,920.00	\$75,920.00	\$80,360.25	\$80,360.25	\$79,900.00	\$79,900.00	\$71,994.00	\$71,994.00	\$84,385.55	\$84,385.55
	9	31 23 00-1	COMMON EXCAVATION	CY	475	\$8.46	\$4,018.50	\$9.81	\$4,659.75	\$18.09	\$8,592.75	\$11.91	\$5,657.25	\$9.63	\$4,574.25
	10	31 23 00-2	SUBGRADE EXCAVATION	CY	3,000	\$7.62	\$22,860.00	\$9.81	\$29,430.00	\$12.26	\$36,780.00	\$8.58	\$25,740.00	\$9.63	\$28,890.00
	11	31 23 00-4	GRANULAR MATERIAL (CV)	CY	3,500	\$8.17	\$28,595.00	\$21.80	\$76,300.00	\$20.73	\$72,555.00	\$26.14	\$91,490.00	\$21.40	\$74,900.00
	12	31 23 00-7	WATER	MGAL	80	\$28.60	\$2,288.00	\$41.42	\$3,313.60	\$127.66	\$10,212.80	\$29.90	\$2,392.00	\$40.66	\$3,252.80
	13	31 23 00-9	TOPSOIL PLACEMENT, 6" DEPTH	SY	2,880	\$1.98	\$5,702.40	\$0.82	\$2,361.60	\$3.01	\$8,668.80	\$2.05	\$5,904.00	\$0.80	\$2,304.00
	14	31 25 00-2	APRON INLET PROTECTION	EA	4	\$91.00	\$364.00	\$163.50	\$654.00	\$879.25	\$3,517.00	\$94.38	\$377.52	\$160.50	\$642.00
	15	31 25 00-5	SEDIMENT CONTROL LOG	LF	60	\$3.43	\$205.80	\$3.54	\$212.40	\$47.64	\$2,858.40	\$4.00	\$240.00	\$3.48	\$208.80
	16	31 37 00-1	RIP RAP, CLASS II	CY	7	\$102.66	\$718.62	\$103.55	\$724.85	\$467.71	\$3,273.97	\$108.38	\$758.66	\$101.65	\$711.55
	17	32 11 23-1	4" AGGREGATE BASE	SY	220	\$18.72	\$4,118.40	\$13.08	\$2,877.60	\$15.40	\$3,388.00	\$8.21	\$1,806.20	\$12.84	\$2,824.80
	18	32 11 23-2	6" AGGREGATE BASE	SY	1,067	\$22.10	\$23,580.70	\$16.35	\$17,445.45	\$11.83	\$12,622.61	\$10.66	\$11,374.22	\$16.05	\$17,125.35
	19	32 02 00-1	TACK COAT	GAL	90	\$3.12	\$280.80	\$0.01	\$0.90	\$27.09	\$2,438.10	\$5.20	\$468.00	\$2.94	\$264.60
	20	32 02 00-2	TYPE SP 9.5 WEARING COURSE MIXTURE 3C	TON	220	\$100.36	\$22,079.20	\$126.44	\$27,816.80	\$136.36	\$29,999.20	\$124.80	\$27,456.00	\$123.05	\$27,071.00
	21	32 16 01-1	CONCRETE WALK, 4" THICK	SF	1,700	\$7.54	\$12,818.00	\$6.70	\$11,390.00	\$7.64	\$12,988.00	\$5.98	\$10,166.00	\$6.58	\$11,186.00
	22	32 16 01-2	CONCRETE VALLEY GUTTER, 3' WIDE	LF	220	\$34.63	\$7,618.60	\$38.29	\$8,423.80	\$75.88	\$16,693.60	\$62.40	\$13,728.00	\$37.59	\$8,269.80
	23	32 32 15-1	MODULAR BLOCK RETAINING WALL	LF	190	\$178.88	\$33,987.20	\$223.45	\$42,455.50	\$214.59	\$40,772.10	\$191.78	\$36,438.20	\$260.18	\$49,434.20
	24	32 90 00-1	LANDSCAPING ROCK	CY	30	\$139.77	\$4,193.10	\$87.20	\$2,616.00	\$153.23	\$4,596.90	\$124.80	\$3,744.00	\$128.40	\$3,852.00
	25	32 90 00-2	METAL EDGING	LF	110	\$13.37	\$1,470.70	\$9.81	\$1,079.10	\$31.97	\$3,516.70	\$12.48	\$1,372.80	\$12.84	\$1,412.40
	26	32 92 00-1	SEEDING, CLASS II	AC	0.4	\$8,859.14	\$3,543.66	\$13,080.00	\$5,232.00	\$19,052.51	\$7,621.00	\$5,200.00	\$2,080.00	\$5,350.00	\$2,140.00
	27	32 92 00-4	EROSION CONTROL BLANKET	SY	540	\$3.43	\$1,852.20	\$5.45	\$2,943.00	\$8.56	\$4,622.40	\$5.20	\$2,808.00	\$3.48	\$1,879.20
	28	33 31 00-1	4" PVC SANITARY SEWER	LF	60	\$150.00	\$9,000.00	\$47.96	\$2,877.60	\$87.33	\$5,239.80	\$39.60	\$2,376.00	\$47.08	\$2,824.80
	29	33 41 16-1	6" INSPECTION TEE AND EXTENSION	LS	1	\$1,233.02	\$1,233.02	\$1,635.00	\$1,635.00	\$3,009.40	\$3,009.40	\$1,653.60	\$1,653.60	\$1,605.00	\$1,605.00
	30	33 42 00-1	12" CLASS 3 RC PIPE	LF	25	\$62.39	\$1,559.75	\$103.55	\$2,588.75	\$176.75	\$4,418.75	\$79.46	\$1,986.50	\$101.65	\$2,541.25
	31	33 42 00-2	12" RC PIPE APRON	EA	2	\$1,667.64	\$3,335.28	\$1,635.00	\$3,270.00	\$2,098.70	\$4,197.40	\$1,638.00	\$3,276.00	\$1,605.00	\$3,210.00
	32	33 42 00-3	AGGREGATE BEDDING	CY	13	\$28.80	\$374.40	\$67.58	\$878.54	\$235.48	\$3,061.24	\$44.00	\$572.00	\$66.34	\$862.42
BASE BID TOTALS:							\$1,365,542.33	\$1,433,713.07	\$1,439,935.97	\$1,576,793.04	\$1,898,468.17				
Bid Alternate No. 1	33	07 21 00-1	BID ALT NO. 1 - HANGAR INSULATION	LS	1	\$71,127.68	\$71,127.68	\$69,680.00	\$69,680.00	\$81,351.52	\$81,351.52	\$64,184.64	\$64,184.64	\$96,800.00	\$96,800.00
Bid Alternate No. 2	34	13 34 19-2	BID ALT NO. 2 - LINER PANEL, BELOW 8'	LS	1	\$22,127.04	\$22,127.04	\$19,035.00	\$19,035.00	\$19,012.85	\$19,012.85	\$17,732.00	\$17,732.00	\$42,500.00	\$42,500.00
Bid Alternate No. 3	35	13 24 19-3	BID ALT NO. 3 - LINER PANEL, ABOVE 8' AND CEILING	LS	1	\$69,164.16	\$69,164.16	\$86,730.00	\$86,730.00	\$66,612.76	\$66,612.76	\$76,823.76	\$76,823.76	\$140,200.00	\$140,200.00
BASE BID + BID ALTERNATES TOTALS:							\$1,527,961.21	\$1,609,158.07	\$1,606,913.10	\$1,735,533.44	\$2,177,968.17				

RESOLUTION NO. 23-15

**REPORT OF BIDS AND CONDITIONALLY AWARDING THE CONTRACT (BASE BID ONLY)
FOR THE WASECA MUNICIPAL AIRPORT 4-UNIT HANGAR PROJECT
(CITY PROJECT NO. 2021-19)**

WHEREAS, bids for construction of the Waseca Municipal Airport 4-Unit Hangar Project were received and tabulated; and

WHEREAS, the lowest responsible Base Bid was from APX Construction Group LLC of Mankato, Minnesota in the amount of \$1,433,713.07.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Waseca that the City Manager, or his designee, is hereby authorized and directed to enter into a contract with said bidder accepting the Base Bid and rejecting all three (3) Alternate Bids for the construction of the Waseca Municipal Airport 4-Unit Hangar Project (City Project No. 2021-19) contingent on receipt of Federal and State grant agreements.

Adopted this 18th day of April 2023.

RANDY L. ZIMMERMAN
MAYOR

ATTEST:

JULIA HALL
CITY CLERK

THE CITY OF WASECA, MINNESOTA
AUTHORIZATION FOR PROFESSIONAL SERVICES

TO: Toltz, King, Duvall, Anderson
and Associates, Incorporated
444 Cedar Street, Suite 1500
St. Paul, Minnesota 55101

Pursuant to our Professional Services Agreement dated August 5, 2020, you are hereby authorized to proceed with the services described as follows:

NEW 4-UNIT AIRCRAFT HANGAR
CONSTRUCTION PHASE SERVICES

I. PROJECT DESCRIPTION

The CITY has a need for a new public use multi-unit aircraft storage hangar for based aircraft at the Waseca Municipal Airport. The building is to be a 4 unit hangar, of dimensions approximately 225-feet long by 45-feet deep, along with corresponding building site improvements. Site improvements include hangar apron pavement, pedestrian sidewalk from the parking lot to the hangar units, fencing and vehicular gate at the end of the taxiway to prohibit vehicular airfield access, and drainage improvements between the building and existing parking lot. Site utilities include electrical service to the units.

Design phase engineering and architecture services associated with the Project were provided under a previous Authorization and are excluded from this scope of services.

The Project is to be prepared for bid as one construction project, and funded with Federal FAA AIP funds, FAA AIG-BIL funds, and State of Minnesota Aeronautics funds.

II. SERVICES TO BE PROVIDED

TKDA is requested to provide the following services for the Project:

A. PART A - PROJECT FORMULATION PHASE

1. Basic Services

- a. Determine Project scope and schedule.
- b. Assist CITY with Project-specific Capital Improvement Program (CIP) updates. Provide CIP information to MnDOT Aeronautics and the FAA.
- c. Coordinate with the CITY and MnDOT regarding the eligible Project scope, cost, and schedule resulting from the project design.
- d. Develop a project cost estimate.

2. Special Services

- a. Assist the CITY in establishing Project-specific goals for Disadvantaged Business Enterprise (DBE) utilization in accordance with the City DBE Program in place.

- b. Prepare and submit to MnDOT Aeronautics and the FAA, the FAA AIP Grant Initiation Request (GIR) in accordance with FAA Airports District Office requirements.

B. PART B - BIDDING PHASE

1. Basic Services

- a. Coordinate with MnDOT and the FAA regarding the approval of the Project final design elements.
- b. Prepare plans (100% completion) and contract documents for construction items described in SECTION I. Plans to be revised for rebidding of the documents previously prepared for bidding on February 17, 2022.
- c. Prepare specifications (100% completion) and contract documents for construction items described in SECTION I. Specifications to be revised for rebidding of the documents previously prepared for bidding on February 17, 2022.
- d. Provide Quality Assurance and Quality Control review for final construction plans and specifications.
- e. Prepare final opinion of construction costs and develop project bid schedule. Revise construction cost estimates previously prepared for the documents prepared for bidding on February 17, 2022.
- f. Reproduce the final plans and specifications for bidding purposes. Provide an electronic copy to the CITY, the FAA, and MnDOT Aeronautics.
- g. Coordinate with the CITY to prepare Advertisement of Bids and place in the appropriate legal publication(s). Upload plans and specifications to QuestCDN for Contractors to obtain bidding documents.
- h. Assist in securing bids, tabulation, and analysis of bid results, then forward the results to MnDOT and FAA for their use in preparing State and Federal funding documents.
- i. Perform compliance review of prime Contractor, subcontractors, and DBE subcontractors in accordance with bidding documents and prepare recommendations for award of up to one contract.

2. Special Services

- a. Provide administrative assistance related to Project-specific State and Federal airport funding programs and grant applications.
- b. Submit draft plans and specifications (90%) to the FAA Airports District Office (ADO) for general review and attend up to one meeting to discuss review comments.
- c. Prepare and submit to the FAA an "Engineering Design Report" (EDR) in accordance with FAA criteria.
- d. Prepare "Construction Safety Phasing Plan" (CSPP) in accordance with FAA Advisory Circular 150/5370-2G.

C. PART C - CONSTRUCTION PHASE

1. Basic Services

- a. Assist the CITY in the execution of the Construction Contract documents.
- b. Conduct the Preconstruction Conference.
- c. Consult with and advise the CITY during construction, and act as the CITY'S representative as provided in the Contract Documents.
- d. Interpret plans and specifications during construction.
- e. Review and respond to Contractor Request for Information (RFI).
- f. Review required submittals to determine compliance with the design concept of the Project. Architectural, structural, mechanical and electrical shop drawings shall be reviewed and approved by the design-builder.
- g. Conduct up to six (6) site visits to construction site to observe progress and quality of the executed work of the Contractor and to determine, in general, if such work is proceeding in accordance with the Contract Documents. Site visits will be provided by architecture or engineering staff as appropriate for major construction milestones (Assume 3 trips by the Sr. Project Manager, 6 trips by the Civil Engineer, 2 trips by the Architect, 1 trip by the Electrical Engineer, 1 trip by the Structural Engineer, and 1 trip by the Mechanical Engineer).
- h. Review Contractor submittals, shop drawings, and product data for compliance with specifications.
- i. Review laboratory test data to determine suitability of construction materials.
- j. Review weekly payroll reports from the Contractor for compliance with state and federal wage rates, and advise Contractor of deficiencies. (anticipated 16 weeks of reports)
- k. Review and make recommendations on requests for partial payments. (anticipated 4 partial payments)
- l. Prepare and provide Proposal Requests (PR) and Change Orders (CO) to Contractor for changes to the contract documents that may be necessary. (anticipated up to 5 changes)
- m. Conduct final inspection and make a recommendation for final acceptance and payment.

2. Special Services

- a. Provide a Resident Project Representative (and any assistants) at the site for general construction observation.

These resident services are provided to assist the CITY and to provide up to 30 hours of observation (up to 6 trips) of the Contractor's work during the time that construction is occurring. The Resident Project Representative (and any assistants) will be TKDA's agent or employee under TKDA's supervision. The Resident Project Representative's dealings in matters pertaining to the on-site work shall be only with the CITY and the Contractor, and dealings with Subcontractors shall only be through or with full knowledge of the Contractor. Written communication with the CITY will only be through or as described by TKDA. Through the observations of the

work in progress and field checks of materials and equipment by the Resident Project Representative, TKDA shall endeavor to provide further protection for the CITY against defects and deficiencies in the work of the Contractor; but the furnishing of such Resident Project Representative will not make TKDA responsible for construction means, methods, techniques, sequences or procedures, or for the safety precautions or programs, or for Contractor's failure to perform its work in accordance with the Contract Documents.

- b. Provide construction controls and verification surveys. (assume up to 30 hours occurring over 5 trips)
- c. Provide administrative assistance relative to state and federal airport funding.

D. PART D - PROJECT CLOSEOUT

1. Special Services

- a. Prepare FAA Grant Closeout Report, and submit to MnDOT and the FAA for approval. Closeout reports to be prepared for one FAA AIP grant, and one FAA AIG-BIL grant.

III. ADDITIONAL SERVICES

If authorized by the CITY, furnish or obtain from others services of the types listed below which are not considered as basic services under this Authorization. These services shall be billable on an Hourly Cost Reimbursement Plus Fixed Fee basis as defined in our Agreement, and such billings shall be over and above the Total Contract Ceiling Amount set forth herein.

- A. Registered land or right-of-way surveys, legal descriptions, or related services.
- B. Preparation of DBE Program (beyond Contract-specific goals).
- C. Additional trips by TKDA staff to Waseca, Minnesota.
- D. Environmental services beyond securing a Categorical Exclusion (CATEX).
- E. More than 30 hours of Resident Project Representative observation.

V. PERIOD OF SERVICE

SECTION II services shall be provided in accordance with schedules established for the Project. This Authorization may be terminated by the CITY upon 30 days written notice by the CITY to TKDA. If the CITY shall so terminate this Authorization, TKDA shall be entitled to compensation for services rendered pursuant to the schedule established for the Project, but in any event not beyond the date of such termination.


VI. COMPENSATION

Compensation to TKDA for services provided as described shall be as defined in Article 3 of our Agreement, summarized as follows:

SECTION II.A: Part A - Project Formulation Phase		
Subtotal (Lump Sum)		\$4,500
SECTION II.B: Part B - Bidding Phase		
Subtotal (Lump Sum)		\$17,400
SECTION II.C: Part C - Construction Phase		
Total Reimbursable Cost	\$67,832	
Fixed Fee	\$6,268	
Subtotal (Hourly Cost Reimbursement Plus Fixed Fee)		\$74,100
SECTION II.D: Part D – Project Closeout		
Subtotal (Lump Sum)		\$3,300
 Total Ceiling Amount		 \$99,300

During the course of the Project if this amount is found to be insufficient, TKDA agrees not to perform services or incur costs which result in billings in excess of such amount until advised that additional funds are available and services can continue.

Approved by _____, _____, 2023.
Authorized CITY Representative

Consultant Acceptance by , April 12, 2023.
Authorized TKDA Representative



Project Fee Estimate

Client: City of Waseca												Date: 4/12/2023	
Project: 4-Unit Hangar - Construction Phase Engineering												Prepared By: JNP	
Task	Task Description												Total
		Principal	Sr Reg Eng	Reg Civil Eng	Reg Arch	Arch Spec	Elec Eng	Struct Eng	Struct Spec	Mech Eng	Tech I	Admin	
A.1	Project Formulation Phase - Basic												
a	Prepare Project Scope and Schedule		4										4
b	Project-Specific CIP Updates		2										2
c	Project Funding Coordination		6										6
d	Preliminary Project Cost Estimate			2									2
A.2	Project Formulation Phase - Special												
a	Project-Specific DBE Goal Update			4									4
b	FAA Grant Initiation Request		4	4									8
													-
Total Person Hours		-	16	10	-	-	-	-	-	-	-	-	26
Direct Labor Rate, \$/Hr.		\$ 90.00	\$ 66.62	\$ 41.50	\$ 44.67	\$ 33.28	\$ 55.60	\$ 60.88	\$ 43.52	\$ 59.26	\$ 27.75	\$ 31.75	
Total Direct Labor Cost, \$		\$ -	\$ 1,065.92	\$ 415.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,480.92
Indirect Labor Cost @ 1.6174, \$		\$ -	\$ 1,668.16	\$ 649.48	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,317.64
Subtotal Labor Cost													\$ 3,798.56
Direct Expenses:													
Travel & Subsistence (TS)													\$ 120.00
Total Expenses													\$ 120.00
Fixed Fee - 15.0% x Total Labor Cost													\$ 570.00
Total Part A													\$ 4,488.56
Total Part A LUMP SUM													\$ 4,500.00
B.1	Bidding Phase - Basic												
a	Agency Coordination / Meetings		8										8
b	Prepare Final Plans (100%)		2	4	2	4			1	1	2		16
c	Prepare Final Specifications (100%)		8	2	2					1		16	29
d	Conduct Final QA/QC		4	1	1		1	1		1			9
e	Construction Cost Estimates		1	2	2					1			6
f	Reproduce Final Plans			1		1	1		1		2		6
g	Bid Advertisement		1									2	3
h	Bidding Assistance		2	4	4		2	2		2		2	18
i	Prepare Recommendation of Award		4	4									8
B.2	Bidding Phase - Special												
a	Funding Assistance		4										4
b	Submit 90% Plans and Specs to FAA			2									2
c	Engineering Design Report		1	4									5
d	Construction Safety Phasing Plan		1	6									7
													-
Total Person Hours		-	36	30	11	5	4	3	2	6	4	20	121
Direct Labor Rate, \$/Hr.		\$ 90.00	\$ 66.62	\$ 41.50	\$ 44.67	\$ 33.28	\$ 55.60	\$ 60.88	\$ 43.52	\$ 59.26	\$ 27.75	\$ 31.75	
Total Direct Labor Cost, \$		\$ -	\$ 2,398.32	\$ 1,245.00	\$ 491.37	\$ 166.40	\$ 222.40	\$ 182.64	\$ 87.04	\$ 355.56	\$ 111.00	\$ 635.00	\$ 5,894.73
Indirect Labor Cost @ 1.6174, \$		\$ -	\$ 3,753.37	\$ 1,948.43	\$ 768.99	\$ 260.42	\$ 348.06	\$ 285.83	\$ 136.22	\$ 556.45	\$ 173.72	\$ 993.78	\$ 9,225.25
Subtotal Labor Cost													\$ 15,119.98



Project Fee Estimate

Client: City of Waseca												Date: 4/12/2023	
Project: 4-Unit Hangar - Construction Phase Engineering												Prepared By: JNP	
Task	Task Description												Total
		Principal	Sr Reg Eng	Reg Civil Eng	Reg Arch	Arch Spec	Elec Eng	Struct Eng	Struct Spec	Mech Eng	Tech I	Admin	
Fixed Fee - 15.0% x Total Labor Cost													\$ 2,268.00
Total Part B													\$ 17,387.98
Total Part B LUMP SUM													\$ 17,400.00
C.1	Construction Phase - Basic												
a	Assist with Contract Documents		2	2									4
b	Conduct Preconstruction Conference		6	6									12
c	Construction Consultation		8	12	4								24
d	Plan and Spec Interpretation		2	2	2		2	2			2		12
e	RFI Administration			2	2		2	2			2		10
f	Contractor Submittal Reviews			4	4		4	4			4		20
g	Progress Meetings / Site Visits (6)		20	40	12		8	8			8		96
h	Review of Field Test Data			8					2				10
i	Material Compliance and Suitability			4	4		2	4			2		16
j	Contractor Payroll Reviews		2									8	10
k	Contractor Partial Payments		2	4									6
l	Construction Changes		2	4	4		4	4			4		22
m	Final Inspection and Final Payment (1)			6			6	6			6		24
C.2	Construction Phase - Special												
a	Resident Project Representative			30									30
b	Construction Verification Surveys										30		30
c	Funding Administration Assistance		8										8
Total Person Hours		-	52	124	32	-	28	32	-	28	30	8	334
Direct Labor Rate, \$/Hr.		\$ 90.00	\$ 66.62	\$ 41.50	\$ 44.67	\$ 33.28	\$ 55.60	\$ 60.88	\$ 43.52	\$ 59.26	\$ 27.75	\$ 31.75	
Total Direct Labor Cost, \$		\$ -	\$ 3,464.24	\$ 5,146.00	\$ 1,429.44	\$ -	\$ 1,556.80	\$ 1,948.16	\$ -	\$ 1,659.28	\$ 832.50	\$ 254.00	\$ 16,290.42
Indirect Labor Cost @ 1.6174, \$		\$ -	\$ 5,421.54	\$ 8,053.49	\$ 2,237.07	\$ -	\$ 2,436.39	\$ 3,048.87	\$ -	\$ 2,596.77	\$ 1,302.86	\$ 397.51	\$ 25,494.51
Subtotal Labor Cost													\$ 41,784.93
Direct Expenses:													
Travel & Subsistence (TS)													\$ 2,000.00
Miscellaneous (MI)													\$ 350.00
Reproduction & Reprographics (RR)													\$ -
Subtotal Direct Expenses													\$ 2,350.00
Outside Services (OS):													
Subconsultant - Testing													\$ 21,500.00
Subconsultant Mark-Up - 10%													\$ 2,150.00
Subtotal Outside Services (OS)													\$ 23,650.00
Total Expenses													\$ 26,000.00
Fixed Fee - 15.0% x Total Labor Cost													\$ 6,268.00
Total Part C													\$ 74,052.93
Total Part C NTE (ROUNDED)													\$ 74,100.00
D.1	Closeout Phase - Special												
a	FAA Grant Closeout (2 grants)		8	12								2	22
Total Person Hours													22
Direct Labor Rate, \$/Hr.		\$ 90.00	\$ 66.62	\$ 41.50	\$ 44.67	\$ 33.28	\$ 55.60	\$ 60.88	\$ 43.52	\$ 59.26	\$ 27.75	\$ 31.75	
Total Direct Labor Cost, \$		\$ -	\$ 532.96	\$ 498.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 63.50	\$ 1,094.46
Indirect Labor Cost @ 1.6174, \$		\$ -	\$ 834.08	\$ 779.37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 99.38	\$ 1,712.83
Subtotal Labor Cost													\$ 2,807.29
Fixed Fee - 15.0% x Total Labor Cost													\$ 421.00
Total Part D													\$ 3,228.29
Total Part D LUMP SUM													\$ 3,300.00
Total Project Fees													\$99,300.00

RESOLUTION NO. 23-16

**AUTHORIZE EXECUTION OF A CONTRACT WITH TKDA
FOR CONSTRUCTION ENGINEERING SERVICES
FOR THE WASECA MUNICIPAL AIRPORT 4-UNIT HANGAR PROJECT
(CITY PROJECT NO. 2021-19)**

WHEREAS, the City of Waseca has awarded the construction of the Waseca Municipal Airport 4-Unit Hangar Project contingent on receipt of Federal and State grant agreements; and

WHEREAS, the City desires to hire a consultant to provide construction engineering services for said project; and

WHEREAS, TKDA designed the project and is qualified to provide said services as the contracted Waseca Municipal Airport consultant.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Waseca that the City Manager, or his designee, is hereby authorized and directed to enter into a contract with TKDA for construction engineering services related to the construction of the Waseca Municipal Airport 4-Unit Hangar Project (City Project No. 2021-19).

Adopted this 18th day of April 2023.

RANDY L. ZIMMERMAN
MAYOR

ATTEST:

JULIA HALL
CITY CLERK