

REGULAR WASECA CITY COUNCIL MEETING
WEDNESDAY, NOVEMBER 8, 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 –October 17, 2023
 - B. Payroll & Expenditures
 - C. Approve Letter of Support for Waseca County Broadband Grant application
 - D. 2023 Sanitary & Storm Sewer Repairs Project Final Payment (City Project No. 2023-16)
 - E. Approve Animal Impound Contract with Tristan Hoy
7. ACTION AGENDA
 - A. Waseca Airport 4-Unit Hangar Project (City Project No. 2021-19):
 1. Resolution No. 23-55: Authorize State Grant Agreement No. 1055211
 2. Resolution No. 23-56: Authorize State Grant Agreement No. 1055245
 3. Resolution No. 23-53: Authorize Change Order No. 1 and Project Contract
 - B. Resolution No. 23-52: Authorize a Feasibility Report for the 11th Avenue NW Rehabilitation Project (City Project No. 2024-02)
 - C. Resolution No. 23-49: Authorize a Joint City/Woodville Township Local Road Improvement Program (LRIP) Submittal for 14th Avenue SE/139th Street/345th Avenue
 - D. Resolution No. 23-48: Authorize LRIP Submittal
 - E. Approve the agreement for Lifeguard Services between the City of Waseca and the Waseca School District.
8. REPORTS
 - A. City Manager’s Report
 - B. Commission Reports
9. ANNOUNCEMENTS
10. ADJOURNMENT

- 7. A. Councilmember Mansfield motioned to approve Resolution 23-47: Johnson Land Purchase, seconded by Councilmember Arndt. Motion carried 7-0.
- B. City Engineer Nate Willey presented on Resolution 23-45: 611 & 615 4th Ave NE Variances.
 - Laura Rhode, 616 4th Ave NE; Shared her concerns that there are too many loopholes in the variance process, namely the “finding of facts”.
 - Blaine Nelson, 14507 Bunker Dr.; The purpose of the variance is so that they can use the proceeds from selling the completed home to remodel the second home.

A motion to approve Resolution 23-45 was made by Councilmember Ebertowski, seconded by Councilmember Conrath. Motion carried 7-0.

A motion to authorize bids for the Well Rehabilitation Project was made by Councilmember Mansfield, seconded by Councilmember Conrath. Motion carried 7-0
- C. Councilmember Mansfield requested assessment information for the 8th Street NE project. Mayor Zimmerman and Councilmember Conrath would like to see pricing and longevity on the difference between concrete and bituminous. Councilmember Christiansen recommended a neighborhood meeting for the project. Motion to table was made by Mansfield, seconded by Conrath. Motion carried 7-0.
- D. Chief Vought presented the Joint Powers Agreement for the South Central Drug Investigation Unit (SCDIU). Councilmember Christiansen made a motion to approve the agreement, seconded by Councilmember Ebertowski. Motion carried 7-0.

REPORTS

- 8. A. City Manager’s Report:
 - 1. Bill Green, the City Planning and Zoning Coordinator, will retire on 1 December.
 - 2. Sandra Wright is retiring after seven years as a crossing guard.
 - 3. Daryld Wright is retiring after seven years as a crossing guard.
- B. Commission Reports:
 - 1. Park Board: Councilmember Christiansen reported that they talked about the 2024 projects to upgrade the pickleball courts. The lights are working in the pickleball courts. The east side of the dog park is closed for maintenance. They are looking for shade structures for the dog park. They continued the discussion on the walkway. Johnson Pavilion is completed. Cracks in Clear Lake Trail have been fixed. There has been more vandalism. The Emerald Ash borer project continues; they treated 113 trees in 2023, with the 130 from 2022 and 2024 will continue with retreats and new trees treated. Northwest Park Playground is hoping to be installed in 2025. The next meeting is on November 14th at the Park Shop.
 - 2. Tourism Board: Councilmember Schroeder reported that they talked in the hospitality group about QR Codes. The holiday train will be here on December 6th.
 - 3. Economic Development Authority: Councilmember Mansfield reported that they reauthorized the partnership with GreenSeam. Potentially sold the lot that the EDA owns by Kwik Trip for a catering business. He wanted to wish the business luck and hopes they get off to a great start soon.
 - 1. Planning Commission: Is looking for a new member.

ANNOUNCEMENTS

- 9. A. Councilmember Christiansen:
 - Waseca Arts Council has its annual fundraiser on October 28th.
- B. Councilmember Mansfield:
 - Treats on Streets is October 26th. Be careful that night.

- C. Councilmember Conrath:
Take and Go burgers will be sold the night of Treats on Streets from the Fire Department North Entrance. November 8th will be the next council meeting. November 2nd will be the open enrollment for City Staff health insurance.
- D. Councilmember Schroeder:
The walking tour of the cemetery was fantastic, and the funeral home and Historical Society did a great job. The library is going to have a haunted escape room event.
- D. Mayor Zimmerman:
The golf cart ordinance is getting closer. Also wanted to know if anything can be done to lower the speed on part of Hwy 13.

ADJOURNMENT

- 10. There being no further business to be brought before the Council, Councilmember Schroeder moved to adjourn the meeting at 8:39 p.m., seconded by Arndt. Motion carried 7-0.

RANDY L. ZIMMERMAN
MAYOR

JULIA HALL
CITY CLERK

MINUTES
WASECA CITY COUNCIL WORK SESSION
TUESDAY, OCTOBER 17, 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
Alicia Fischer, Finance/Human Resources Director
Nate Willey, City Engineer
Julia Hall, City Clerk

PURPOSE

Review of the Governmental Capital.

CONVERSATION

- Carl Sonnenberg led the discussion, explaining what the 2024 Governmental Capital plan entails.
- Alicia Fischer presented information on the upcoming projects from the 2024 Capital Plan and what the budgeting looks like for 2024 and onward.

This being a presentation with no action items, the work session adjourned at 6:46 p.m.

RANDY L. ZIMMERMAN
MAYOR

JULIA HALL
CITY CLERK

Micah Fischer

6B

LIST OF EXPENDITURES

November 7, 2023

Carl Emmerling

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City Council	4,250.00	
Streets	28,683.26	
Parks	15,129.02	
Wastewater	12,135.51	
Utility Administration	14,951.89	
Utility Offices	16,184.35	
Electric	29,936.20	
Water	9,803.36	
Building and Code Compliance	6,048.41	
Police	159,842.47	
Administration	0.00	
Community Aides	685.58	
Fire	30,771.27	
Paid On Call Fire Department	5,089.14	
PEG	524.23	
Election Judges	0.00	
Finance	26,430.58	
Community Development	4,631.97	
Engineering	34,851.69	
Recreation	5,064.99	
Econ Development	<u>6,369.29</u>	
Total Gross Payroll	411,383.21	
*Less- Payroll Deductions	<u>(155,415.87)</u>	
Net Payroll Cost		\$ 255,967.34

*These costs are included in Accounts Payable totals below

Accounts Payable

Utility deposit refunds dated:11/02/2023

Includes check #'s159752-159761 719.14

Expenditures dated:

October 13, 2023-November 03/2023

Includes check #'s 159744-159751, 159762-159798

Bank ACH Withdrawals..... 917,174.31

GRAND TOTAL EXPENDITURES \$ 1,173,860.79

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Cash Allocation Fund					
11/03/2023	159780	MN Department of Commerce	2023 Unclaimed Property	001-10002-0000	697.59
Total 001100020000:					697.59
Total Cash Allocation Fund:					697.59
General Fund					
11/03/2023	159782	Quadient Finance	Postage	101-15510-0000	1,000.00
Total 101155100000:					1,000.00
10/31/2023	102317	MN Sales and Use Tax Payable	Sales Tax Pyable	101-20210-0000	8.26 M
Total 101202100000:					8.26
10/19/2023	102323	ACH Internal Revenue Service	FEDERAL WITHHOLDING TAX Pay Period: 10/15/202	101-21701-0000	22,605.99 M
11/02/2023	112305	ACH Internal Revenue Service	FEDERAL WITHHOLDING TAX Pay Period: 10/29/202	101-21701-0000	25,414.49 M
Total 101217010000:					48,020.48
10/19/2023	102319	MN Department of Revenue	STATE WITHHOLDING TAX Pay Period: 10/15/2023	101-21702-0000	10,680.32 M
11/02/2023	112301	MN Department of Revenue	STATE WITHHOLDING TAX Pay Period: 10/29/2023	101-21702-0000	11,219.21 M
Total 101217020000:					21,899.53
10/19/2023	102323	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 10/15/2023	101-21703-0000	8,289.79 M
10/19/2023	102323	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 10/15/2023	101-21703-0000	8,715.51 M
11/02/2023	112305	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 10/29/2023	101-21703-0000	8,036.00 M
11/02/2023	112305	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 10/29/2023	101-21703-0000	8,451.09 M
Total 101217030000:					33,492.39
10/19/2023	102320	Public Employees Retirement Assn (ACH	Rounding for payperiod 10/15/2023	101-21704-0000	.06 M
10/19/2023	102320	Public Employees Retirement Assn (ACH	PERA COORD Emplr 1% Pay Period: 10/15/2023	101-21704-0000	1,334.91 M
10/19/2023	102320	Public Employees Retirement Assn (ACH	PERA COORDINATED Employee Pay Period: 10/15/20	101-21704-0000	8,677.14 M
10/19/2023	102320	Public Employees Retirement Assn (ACH	PERA POLICE Employee Pay Period: 10/15/2023	101-21704-0000	9,129.85 M
10/19/2023	102320	Public Employees Retirement Assn (ACH	DEF CONTRIBUTION/EMPL Pay Period: 10/15/2023	101-21704-0000	58.70 M
10/19/2023	102320	Public Employees Retirement Assn (ACH	PERA COORDINATED Employer Pay Period: 10/15/20	101-21704-0000	8,677.14 M
10/19/2023	102320	Public Employees Retirement Assn (ACH	PERA POLICE Employer Pay Period: 10/15/2023	101-21704-0000	13,694.73 M
10/19/2023	102320	Public Employees Retirement Assn (ACH	DEF CONT Employer Pay Period: 10/15/2023	101-21704-0000	58.70 M
11/02/2023	112302	Public Employees Retirement Assn (ACH	Adj	101-21704-0000	.05 M
11/02/2023	112302	Public Employees Retirement Assn (ACH	PERA COORD Emplr 1% Pay Period: 10/29/2023	101-21704-0000	1,292.65 M
11/02/2023	112302	Public Employees Retirement Assn (ACH	PERA COORDINATED Employee Pay Period: 10/29/20	101-21704-0000	8,402.43 M
11/02/2023	112302	Public Employees Retirement Assn (ACH	PERA POLICE Employee Pay Period: 10/29/2023	101-21704-0000	10,929.14 M
11/02/2023	112302	Public Employees Retirement Assn (ACH	PERA COORDINATED Employer Pay Period: 10/29/20	101-21704-0000	8,402.43 M
11/02/2023	112302	Public Employees Retirement Assn (ACH	PERA POLICE Employer Pay Period: 10/29/2023	101-21704-0000	16,393.65 M
Total 101217040000:					87,051.58
11/02/2023	159745	IBEW	IBEW UNION DUES Pay Period: 10/29/2023	101-21707-0000	282.47
11/02/2023	159746	IUOE Local #70	FIRE UNION DUES Pay Period: 10/29/2023	101-21707-0000	105.00
11/02/2023	159746	IUOE Local #70	IUOE UNION DUES Pay Period: 10/29/2023	101-21707-0000	527.50
11/02/2023	159747	Law Enforcement Labor Services	POLICE SGT/LT DUES Pay Period: 10/29/2023	101-21707-0000	135.00
11/02/2023	159747	Law Enforcement Labor Services	POLICE UNION DUES Pay Period: 10/29/2023	101-21707-0000	810.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101217070000:					1,859.97
11/02/2023	159750	MN Life	Grotberg Nov COBRA	101-21710-0000	16.50
11/02/2023	159750	MN Life	Youngberg Nov COBRA	101-21710-0000	93.75
11/02/2023	159750	MN Life	LIFE INSURANCE MN Pay Period: 10/29/2023	101-21710-0000	1,047.75
11/02/2023	159750	MN Life	LIFE INSURANCE MN Pay Period: 10/29/2023	101-21710-0000	645.35
Total 101217100000:					1,803.35
10/20/2023	159744	NCPERS Minnesota - 8266711	LIFE INSURANCE - PERA Pay Period: 10/15/2023	101-21711-0000	224.00
Total 101217110000:					224.00
10/19/2023	102323	ACH Internal Revenue Service	MEDICARE Pay Period: 10/15/2023	101-21712-0000	3,091.97 M
10/19/2023	102323	ACH Internal Revenue Service	MEDICARE Pay Period: 10/15/2023	101-21712-0000	3,191.54 M
11/02/2023	112305	ACH Internal Revenue Service	MEDICARE Pay Period: 10/29/2023	101-21712-0000	3,132.56 M
11/02/2023	112305	ACH Internal Revenue Service	MEDICARE Pay Period: 10/29/2023	101-21712-0000	3,229.62 M
Total 101217120000:					12,645.69
10/19/2023	102324	MSRS- (DEF COMP)	MSRS - ROTH (AFTER TAX) Pay Period: 10/15/2023	101-21713-0000	1,325.00 M
10/19/2023	102324	MSRS- (DEF COMP)	MSRS - DEF COMP Pay Period: 10/15/2023	101-21713-0000	1,049.00 M
11/02/2023	112306	MSRS- (DEF COMP)	MSRS - ROTH (AFTER TAX) Pay Period: 10/29/2023	101-21713-0000	1,325.00 M
11/02/2023	112306	MSRS- (DEF COMP)	MSRS - DEF COMP Pay Period: 10/29/2023	101-21713-0000	1,049.00 M
Total 101217130000:					4,748.00
10/19/2023	102322	Vantagepoint Transfer Agents 457	ICMA - ROTH (AFTER TAX) Pay Period: 10/15/2023	101-21714-0000	350.00 M
10/19/2023	102322	Vantagepoint Transfer Agents 457	ICMA DEF COMPENSATION Pay Period: 10/15/2023	101-21714-0000	603.43 M
11/02/2023	112304	Vantagepoint Transfer Agents 457	ICMA - ROTH (AFTER TAX) Pay Period: 10/29/2023	101-21714-0000	350.00 M
11/02/2023	112304	Vantagepoint Transfer Agents 457	ICMA DEF COMPENSATION Pay Period: 10/29/2023	101-21714-0000	603.43 M
Total 101217140000:					1,906.86
10/19/2023	102328	Colonial Life & Accident Insurance Co	COLONIAL LIFE Pay Period: 10/15/2023	101-21715-0000	1,031.61 M
10/19/2023	102328	Colonial Life & Accident Insurance Co	Payroll Ending 10/1/2023	101-21715-0000	1,031.61 M
Total 101217150000:					2,063.22
10/31/2023	102329	Medsurety	Flex Reimbursement	101-21716-0000	156.25 M
10/19/2023	102325	Medsurety	HSA Contribution Pay Period: 10/15/2023	101-21716-0000	1,872.27 M
11/02/2023	112308	Medsurety	VEBA Contributions Pay Period: 10/29/2023	101-21716-0000	10,547.45 M
11/02/2023	112309	Medsurety	HSA Contribution Pay Period: 10/29/2023	101-21716-0000	1,872.27 M
11/02/2023	112310	Medsurety	HSA Contribution Pay Period: 10/29/2023	101-21716-0000	8,223.99 M
Total 101217160000:					22,672.23
10/19/2023	102321	MN Child Support Payment Center	CHILD SUPPORT FLAT AMT Pay Period: 10/15/2023	101-21717-0000	1,005.07 M
11/02/2023	112303	MN Child Support Payment Center	CHILD SUPPORT FLAT AMT Pay Period: 10/29/2023	101-21717-0000	1,005.07 M
Total 101217170000:					2,010.14
11/02/2023	159749	Metropolitan Life Insurance Company	DENTAL EE + CHLDRN Pay Period: 10/29/2023	101-21719-0000	153.20
11/02/2023	159749	Metropolitan Life Insurance Company	DENTAL SINGLE Employee Pay Period: 10/29/2023	101-21719-0000	394.80
11/02/2023	159749	Metropolitan Life Insurance Company	DENTAL FAMILY Employee Pay Period: 10/29/2023	101-21719-0000	773.50

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
11/02/2023	159749	Metropolitan Life Insurance Company	DENTAL EE + SPOUSE Pay Period: 10/29/2023	101-21719-0000	461.28
11/02/2023	159749	Metropolitan Life Insurance Company	Bruder Nov COBRA	101-21719-0000	28.20
11/02/2023	159749	Metropolitan Life Insurance Company	Gedicke Nov COBRA	101-21719-0000	28.20
11/02/2023	159749	Metropolitan Life Insurance Company	Grotberg Nov COBRA	101-21719-0000	28.20
11/02/2023	159749	Metropolitan Life Insurance Company	Meyer Nov COBRA	101-21719-0000	57.66
11/02/2023	159749	Metropolitan Life Insurance Company	Schult Nov COBRA	101-21719-0000	57.66
11/02/2023	159749	Metropolitan Life Insurance Company	Sexton Adj	101-21719-0000	110.50
Total 101217190000:					2,093.20
10/19/2023	102327	Family Medical Care Plan	FMCP Single Pay Period: 10/15/2023	101-21720-0000	22.47 M
10/19/2023	102327	Family Medical Care Plan	FMCP Single Pay Period: 10/15/2023	101-21720-0000	427.02 M
10/19/2023	102326	United Healthcare	Payroll Ending 10/1/2023	101-21720-0000	17,500.00 M
10/19/2023	102326	United Healthcare	October 2023 COBRA Armendariz	101-21720-0000	847.14 M
10/19/2023	102326	United Healthcare	Payroll Ending 10/1/2023	101-21720-0000	7,875.00 M
10/19/2023	102326	United Healthcare	Payroll Ending 10/1/2023	101-21720-0000	14,401.38 M
10/19/2023	102326	United Healthcare	Payroll Ending 10/1/2023	101-21720-0000	942.34 M
10/19/2023	102326	United Healthcare	Payroll Ending 10/1/2023	101-21720-0000	321.12 M
10/19/2023	102326	United Healthcare	UHC Family Pay Period: 10/15/2023	101-21720-0000	17,500.00 M
10/19/2023	102326	United Healthcare	October 2023 COBRA Matson	101-21720-0000	847.14 M
10/19/2023	102326	United Healthcare	October 2023 COBRA Grotberg	101-21720-0000	847.14 M
10/19/2023	102326	United Healthcare	October 2023 COBRA Gedicke	101-21720-0000	847.14 M
10/19/2023	102326	United Healthcare	UHC Single Pay Period: 10/15/2023	101-21720-0000	14,401.38 M
10/19/2023	102326	United Healthcare	UHC Employee + 1 Pay Period: 10/15/2023	101-21720-0000	321.03 M
10/19/2023	102326	United Healthcare	UHC Employee + 1 Pay Period: 10/15/2023	101-21720-0000	7,875.00 M
10/19/2023	102326	United Healthcare	UHC Family Pay Period: 10/15/2023	101-21720-0000	942.20 M
Total 101217200000:					85,917.50
11/02/2023	112307	VSP	VISION FAMILY Employee Pay Period: 10/29/2023	101-21722-0000	148.33 M
11/02/2023	112307	VSP	Grotberg Nov COBRA	101-21722-0000	6.77 M
11/02/2023	112307	VSP	VISION SINGLE Employee Pay Period: 10/29/2023	101-21722-0000	81.24 M
11/02/2023	112307	VSP	VISION + ONE Employee Pay Period: 10/29/2023	101-21722-0000	110.07 M
11/02/2023	112307	VSP	Spies Nov COBRA	101-21722-0000	6.77 M
11/02/2023	112307	VSP	Bruder Adj	101-21722-0000	13.54- M
11/02/2023	112307	VSP	Rugger Adj	101-21722-0000	24.46- M
11/02/2023	112307	VSP	Schult Adj	101-21722-0000	36.69- M
Total 101217220000:					278.49
10/19/2023	102327	Family Medical Care Plan	Payroll Ending 10/1/2023	101-21724-0000	3,159.00 M
10/19/2023	102327	Family Medical Care Plan	Payroll Ending 10/1/2023	101-21724-0000	22.48 M
10/19/2023	102327	Family Medical Care Plan	Payroll Ending 10/1/2023	101-21724-0000	351.00 M
10/19/2023	102327	Family Medical Care Plan	Payroll Ending 10/1/2023	101-21724-0000	427.03 M
10/19/2023	102327	Family Medical Care Plan	FMCP Family Pay Period: 10/15/2023	101-21724-0000	351.00 M
10/19/2023	102327	Family Medical Care Plan	FMCP Family Pay Period: 10/15/2023	101-21724-0000	3,159.00 M
Total 101217240000:					7,469.51
11/03/2023	20230870	Christiansen, Mark	Technology Reimbursement	101-41110-3200	655.38
Total 101411103200:					655.38
11/03/2023	20230897	Personalized Printing Inc.	Autumn Newsletter	101-41110-3500	721.98

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101411103500:					721.98
11/03/2023	20230910	Waseca Area Senior Citizens Center	City Contribution	101-41110-4455	1,125.00
Total 101411104455:					1,125.00
11/03/2023	112318	MN UI Fund	Recovery Coordinator Unemployment	101-41320-1410	9,519.06 M
Total 101413201410:					9,519.06
11/03/2023	20230882	Innovative Office Supply	Notebooks-Hall	101-41320-2000	5.52
Total 101413202000:					5.52
11/03/2023	159787	Shred-it USA LLC	Monthly Shred	101-41320-3100	23.54
Total 101413203100:					23.54
11/03/2023	20230861	APG Media of So MN LLC	Waseca County News Subscription 2023/2024	101-41320-4330	91.55
Total 101413204330:					91.55
11/03/2023	20230909	Waseca Area Chamber of Commerce	Employee Recognition-Forshee	101-41320-4930	25.00
Total 101413204930:					25.00
11/03/2023	20230858	A. H. Hermel Company	Pop for Vending Machine	101-41320-4945	109.81
Total 101413204945:					109.81
11/02/2023	159748	Madison National Life Insurance Co Inc	November 2023 LTD	101-41500-1340	105.40
10/31/2023	159751	Madison National Life Insurance Co Inc	November 2023 LTD	101-41500-1340	216.34
Total 101415001340:					321.74
11/03/2023	20230860	Amazon	Folder for HR project	101-41500-2000	115.35
Total 101415002000:					115.35
11/03/2023	20230859	Abdo	Audit Services	101-41500-3000	250.00
Total 101415003000:					250.00
11/03/2023	159787	Shred-it USA LLC	Annual Shred	101-41500-3100	211.00
Total 101415003100:					211.00
11/03/2023	20230885	Jungwirth, Sheila	Mileage Reimbursement to and from MNGFOA Confere	101-41500-3300	255.45
Total 101415003300:					255.45
11/03/2023	20230874	Flaherty & Hood PA	Labor & Employment Consultation	101-41600-3000	1,371.25
11/03/2023	159790	State of Minnesota Office Admin Hearing	Prehearing Order	101-41600-3000	12.25
11/03/2023	159798	Waseca County Treasurer	Legal Services Contract payment	101-41600-3000	5,370.33

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101416003000:					6,753.83
11/03/2023	20230896	Pantheon Computer Systems Inc.	APC Battery Backup	101-41920-2050	649.99
Total 101419202050:					649.99
11/03/2023	20230896	Pantheon Computer Systems Inc.	2023 Maintenance Agreement	101-41920-3100	6,680.52
11/03/2023	20230896	Pantheon Computer Systems Inc.	2023 Maintenance Agreement	101-41920-3100	2,494.10
Total 101419203100:					9,174.62
11/03/2023	20230882	Innovative Office Supply	Office supplies	101-41940-2000	30.99
Total 101419402000:					30.99
11/03/2023	159770	Cintas Corporation	First Aid Cabinet supplies	101-41940-2170	39.47
11/03/2023	20230882	Innovative Office Supply	Trash liners	101-41940-2170	84.76
Total 101419402170:					124.23
11/03/2023	20230868	Cady Business Technologies Inc	Monthly Phone Support Plan	101-41940-3100	262.62
11/03/2023	159768	Cintas Corp	Floor Mats	101-41940-3100	58.79
11/03/2023	159768	Cintas Corp	Floor Mats	101-41940-3100	58.79
11/03/2023	20230902	Stoltz Cleaning Services LLC	City Hall Cleaning	101-41940-3100	475.00
11/03/2023	20230902	Stoltz Cleaning Services LLC	City Hall Cleaning	101-41940-3100	475.00
Total 101419403100:					1,330.20
11/03/2023	112311	Centerpoint Energy	Monthly Billing	101-41940-3800	81.69 M
11/03/2023	112317	City of Waseca	October Utilities	101-41940-3800	1,211.97 M
Total 101419403800:					1,293.66
11/03/2023	20230883	Javens Mechanical Contracting Co.	HVAC repair	101-41940-4000	1,077.24
Total 101419404000:					1,077.24
11/02/2023	159748	Madison National Life Insurance Co Inc	November 2023 LTD	101-41950-1340	13.61
11/02/2023	159748	Madison National Life Insurance Co Inc	November 2023 LTD	101-41950-1340	24.72
10/31/2023	159751	Madison National Life Insurance Co Inc	November 2023 LTD	101-41950-1340	.51-
Total 101419501340:					37.82
11/03/2023	20230913	Wilson, Tina	Mileage Reimbursement	101-41950-3350	149.08
Total 101419503350:					149.08
11/02/2023	159748	Madison National Life Insurance Co Inc	November 2023 LTD	101-42100-1340	486.36
10/31/2023	159751	Madison National Life Insurance Co Inc	November 2023 LTD	101-42100-1340	36.60-
Total 101421001340:					449.76
11/03/2023	20230858	A. H. Hermel Company	Janitorial Supplies PSB	101-42100-2170	77.49
11/03/2023	159770	Cintas Corporation	First Aid PD	101-42100-2170	43.38

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101421002170:					120.87
11/03/2023	20230866	Brass, Brent	Uniform Allowance	101-42100-2180	118.35
11/03/2023	20230903	Streicher's	uniform expense - Markeson	101-42100-2180	56.00
Total 101421002180:					174.35
11/03/2023	20230883	Javens Mechanical Contracting Co.	HVAC agreement - police	101-42100-2230	87.50
Total 101421002230:					87.50
11/03/2023	20230898	Precision Chiropractic and Wellness	Pre-employment Physical	101-42100-3000	91.00
Total 101421003000:					91.00
11/03/2023	20230862	Blue Earth County	Patrol MDT's	101-42100-3100	2,160.00
11/03/2023	159767	Bureau of Crim Apprehension	CJDN Access Fee	101-42100-3100	1,080.00
11/03/2023	159768	Cintas Corp	Mats - PD	101-42100-3100	8.99
11/03/2023	159768	Cintas Corp	Mats - PD	101-42100-3100	8.99
11/03/2023	159768	Cintas Corp	Mats - PD	101-42100-3100	8.99
11/03/2023	159787	Shred-it USA LLC	Monthly Shred	101-42100-3100	23.53
Total 101421003100:					3,290.50
11/03/2023	20230889	Luiken, Greta	Meal Reimbursement while at Dare Training	101-42100-3300	90.81
11/03/2023	20230889	Luiken, Greta	Meal Reimbursement while at Dare Training	101-42100-3300	79.10
11/03/2023	159779	MN Chiefs of Police Association	Critical Issues registration	101-42100-3300	600.00
Total 101421003300:					769.91
11/03/2023	112311	Centerpoint Energy	Monthly Billing	101-42100-3800	66.66 M
11/03/2023	112317	City of Waseca	October Utilities	101-42100-3800	600.31 M
Total 101421003800:					666.97
11/03/2023	20230911	Waseca Rotary Club	Rotary Dues	101-42100-4330	125.00
Total 101421004330:					125.00
11/02/2023	159748	Madison National Life Insurance Co Inc	November 2023 LTD	101-42200-1340	35.09
10/31/2023	159751	Madison National Life Insurance Co Inc	November 2023 LTD	101-42200-1340	15.95
Total 101422001340:					51.04
11/03/2023	20230858	A. H. Hermel Company	Janitorial Supplies PSB	101-42200-2170	77.49
11/03/2023	159770	Cintas Corporation	First Aid Fire	101-42200-2170	43.39
Total 101422002170:					120.88
11/03/2023	20230883	Javens Mechanical Contracting Co.	HVAC agreement - fire	101-42200-2230	87.50
11/03/2023	159784	Rick's Major Appliance Repair	Washer Repair	101-42200-2230	85.00
Total 101422002230:					172.50
11/03/2023	159768	Cintas Corp	Mats -FD	101-42200-3100	8.98

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
11/03/2023	159768	Cintas Corp	Mats - FD	101-42200-3100	8.98
11/03/2023	159768	Cintas Corp	Mats - FD	101-42200-3100	8.98
11/03/2023	20230898	Precision Chiropractic and Wellness	Physical Performance Test	101-42200-3100	91.00
Total 101422003100:					117.94
11/03/2023	112311	Centerpoint Energy	Monthly Billing	101-42200-3800	66.66 M
11/03/2023	112312	Centerpoint Energy	September Service	101-42200-3800	18.61 M
11/03/2023	112317	City of Waseca	October Utilities	101-42200-3800	600.31 M
11/03/2023	112317	City of Waseca	October Utilities	101-42200-3800	52.73 M
Total 101422003800:					738.31
11/03/2023	159794	Volunteer Firefighters Benefit Assn	Annual Renewal	101-42200-4330	560.00
Total 101422004330:					560.00
11/02/2023	159748	Madison National Life Insurance Co Inc	November 2023 LTD	101-42400-1340	24.05
11/02/2023	159748	Madison National Life Insurance Co Inc	November 2023 LTD	101-42400-1340	6.81
Total 101424001340:					30.86
11/03/2023	20230871	City Building Inspection Services LLC	Building Inspections	101-42400-3000	12,907.26
Total 101424003000:					12,907.26
11/02/2023	159748	Madison National Life Insurance Co Inc	November 2023 LTD	101-43000-1340	7.02
11/02/2023	159748	Madison National Life Insurance Co Inc	November 2023 LTD	101-43000-1340	103.84
10/31/2023	159751	Madison National Life Insurance Co Inc	November 2023 LTD	101-43000-1340	1.36-
Total 101430001340:					109.50
11/03/2023	112319	Verizon Wireless	Monthly Verizon Data Bill	101-43000-3200	80.02 M
Total 101430003200:					80.02
11/02/2023	159748	Madison National Life Insurance Co Inc	November 2023 LTD	101-43100-1340	74.47
11/02/2023	159748	Madison National Life Insurance Co Inc	November 2023 LTD	101-43100-1340	3.31
11/02/2023	159748	Madison National Life Insurance Co Inc	November 2023 LTD	101-43100-1340	4.04
10/31/2023	159751	Madison National Life Insurance Co Inc	November 2023 LTD	101-43100-1340	.16-
Total 101431001340:					81.66
11/03/2023	159763	Auto Value Waseca	Parts	101-43100-2170	7.99
11/03/2023	20230863	Bomgaars Supply	Parts & Supplies	101-43100-2170	1.62
11/03/2023	20230865	Boss Supply Inc.	water fill coupler	101-43100-2170	17.47
11/03/2023	159769	Cintas Corporation	First Aid Cabinet supplies - parks	101-43100-2170	62.27
11/03/2023	20230878	Holtmeier Construction Inc.	crushed rock	101-43100-2170	117.53
11/03/2023	159778	Mid-American Research Chemical Corp	spray for plow frames	101-43100-2170	101.36
11/03/2023	20230912	Waseca Sand & Gravel Inc.	Concrete-various	101-43100-2170	200.00
Total 101431002170:					508.24
11/03/2023	159769	Cintas Corporation	Uniform Service	101-43100-2180	89.73
11/03/2023	159769	Cintas Corporation	Uniform Service	101-43100-2180	94.75
11/03/2023	159769	Cintas Corporation	Uniform Service	101-43100-2180	86.32

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
11/03/2023	159769	Cintas Corporation	Uniform Service	101-43100-2180	125.65
Total 101431002180:					396.45
11/03/2023	20230883	Javens Mechanical Contracting Co.	Heater replacement -shop	101-43100-2230	2,800.00
Total 101431002230:					2,800.00
11/03/2023	20230914	Zarnoth Brush Works Inc.	bobcat broom	101-43100-2240	665.00
Total 101431002240:					665.00
11/03/2023	20230863	Bomgaars Supply	Parts & Supplies	101-43100-2400	29.99
Total 101431002400:					29.99
11/03/2023	112311	Centerpoint Energy	Monthly Billing	101-43100-3800	133.72 M
11/03/2023	112312	Centerpoint Energy	September Service	101-43100-3800	18.61 M
11/03/2023	112317	City of Waseca	October Utilities	101-43100-3800	52.74 M
11/03/2023	112317	City of Waseca	October Utilities	101-43100-3800	765.55 M
Total 101431003800:					970.62
11/02/2023	159748	Madison National Life Insurance Co Inc	November 2023 LTD	101-43125-1340	22.18
11/02/2023	159748	Madison National Life Insurance Co Inc	November 2023 LTD	101-43125-1340	3.31
11/02/2023	159748	Madison National Life Insurance Co Inc	November 2023 LTD	101-43125-1340	1.20
10/31/2023	159751	Madison National Life Insurance Co Inc	November 2023 LTD	101-43125-1340	.04-
Total 101431251340:					26.65
11/03/2023	20230883	Javens Mechanical Contracting Co.	Heater replacement -shop	101-43125-2170	2,800.00
Total 101431252170:					2,800.00
11/02/2023	159748	Madison National Life Insurance Co Inc	November 2023 LTD	101-43170-1340	4.75
11/02/2023	159748	Madison National Life Insurance Co Inc	November 2023 LTD	101-43170-1340	.26
10/31/2023	159751	Madison National Life Insurance Co Inc	November 2023 LTD	101-43170-1340	.01-
Total 101431701340:					5.00
11/03/2023	20230883	Javens Mechanical Contracting Co.	Heater replacement -shop	101-43170-2170	2,700.00
Total 101431702170:					2,700.00
11/03/2023	112317	City of Waseca	October Utilities	101-43170-3800	166.75 M
Total 101431703800:					166.75
11/02/2023	159748	Madison National Life Insurance Co Inc	November 2023 LTD	101-43220-1340	7.92
11/02/2023	159748	Madison National Life Insurance Co Inc	November 2023 LTD	101-43220-1340	.43
10/31/2023	159751	Madison National Life Insurance Co Inc	November 2023 LTD	101-43220-1340	.02-
Total 101432201340:					8.33
11/03/2023	20230881	Independent School District #829	City Contribution Community Ed	101-45100-3100	8,333.33

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101451003100:					8,333.33
11/02/2023	159748	Madison National Life Insurance Co Inc	November 2023 LTD	101-45130-1340	13.04
Total 101451301340:					13.04
11/03/2023	20230863	Bomgaars Supply	Parts & Supplies	101-45130-2170	201.53
Total 101451302170:					201.53
11/03/2023	112311	Centerpoint Energy	Monthly Billing	101-45130-3800	113.80 M
11/03/2023	112317	City of Waseca	October Utilities	101-45130-3800	631.73 M
Total 101451303800:					745.53
11/03/2023	20230872	Cole's Electric Inc.	main pump fuse	101-45130-4000	183.51
Total 101451304000:					183.51
11/02/2023	159748	Madison National Life Insurance Co Inc	November 2023 LTD	101-45200-1340	80.12
10/31/2023	159751	Madison National Life Insurance Co Inc	November 2023 LTD	101-45200-1340	.36-
Total 101452001340:					79.76
11/03/2023	20230860	Amazon	Park shop vac filters	101-45200-2170	21.96
11/03/2023	159763	Auto Value Waseca	Parts	101-45200-2170	20.97
11/03/2023	159770	Cintas Corporation	First Aid Cabinet supplies - parks	101-45200-2170	61.45
11/03/2023	159783	RadioShack	Flash Drives for Park cameras	101-45200-2170	99.90
Total 101452002170:					204.28
11/03/2023	20230876	Gundermann, Jolene	Uniform Allowance	101-45200-2180	129.98
Total 101452002180:					129.98
11/03/2023	159785	Sam Bartelt Tree Service & Snow Remov	Stump Grinding	101-45200-3100	202.50
Total 101452003100:					202.50
11/03/2023	112311	Centerpoint Energy	Monthly Billing	101-45200-3800	50.39 M
11/03/2023	112311	Centerpoint Energy	Monthly Billing	101-45200-3800	16.80 M
11/03/2023	112317	City of Waseca	October Utilities	101-45200-3800	428.54 M
11/03/2023	112317	City of Waseca	October Utilities	101-45200-3800	57.48 M
Total 101452003800:					553.21
11/03/2023	20230912	Waseca Sand & Gravel Inc.	Clear Lake Park concrete work	101-45200-4000	2,730.00
Total 101452004000:					2,730.00
11/03/2023	159764	Bock's Service Inc.	Tire Repair	101-45200-4040	34.50
Total 101452004040:					34.50
11/03/2023	20230902	Stoltz Cleaning Services LLC	Library Cleaning	101-45500-3100	250.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
11/03/2023	20230902	Stoltz Cleaning Services LLC	Library Cleaning	101-45500-3100	250.00
Total 101455003100:					500.00
11/03/2023	112311	Centerpoint Energy	Monthly Billing	101-45500-3800	86.59 M
11/03/2023	112317	City of Waseca	October Utilities	101-45500-3800	839.58 M
Total 101455003800:					926.17
Total General Fund:					417,876.64
Airport					
11/03/2023	20230906	Toltz King Duvall Anderson & Assoc Inc.	4-Unit Hangar Construction Engineering	230-49810-3000	618.55
Total 230498103000:					618.55
11/03/2023	159770	Cintas Corporation	Airport first aid cabinet supplies	230-49810-3100	7.15
11/03/2023	20230886	Langer, Brent	Airport Contract Payment	230-49810-3100	3,800.00
Total 230498103100:					3,807.15
11/03/2023	112316	CenturyLink	Airport Phone and Internet	230-49810-3200	113.70 M
Total 230498103200:					113.70
11/03/2023	112311	Centerpoint Energy	Monthly Billing	230-49810-3800	20.48 M
11/03/2023	112317	City of Waseca	October Utilities	230-49810-3800	99.83 M
11/03/2023	112313	Xcel Energy	Airport Electric	230-49810-3800	236.51 M
11/03/2023	112314	Xcel Energy	Airport Electric	230-49810-3800	232.59 M
Total 230498103800:					589.41
11/03/2023	159777	JFM Hangar Care LLC	T-hangar door maintenance	230-49810-4000	5,291.48
Total 230498104000:					5,291.48
Total Airport:					10,420.29
Economic Development-General f					
11/02/2023	159748	Madison National Life Insurance Co Inc	November 2023 LTD	261-46700-1340	11.59
10/31/2023	159751	Madison National Life Insurance Co Inc	November 2023 LTD	261-46700-1340	.43-
Total 261467001340:					11.16
11/03/2023	20230913	Wilson, Tina	Mileage Reimbursement	261-46700-3350	143.84
Total 261467003350:					143.84
Total Economic Development-General f:					155.00
Police Reserve					
11/03/2023	20230892	Miller, Ali	Security-Marching Classic	275-49212-3100	150.00
11/03/2023	20230904	Teachout, Jason	Security-Marching Classic	275-49212-3100	160.00
Total 275492123100:					310.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total Police Reserve:					310.00
Capital Improvement					
11/03/2023	159795	W W Blacktopping Inc.	Clear Lake Park frontage road bituminous	430-43010-5440	11,289.96
11/03/2023	159795	W W Blacktopping Inc.	Clear Lake Park frontage road bituminous	430-43010-5440	7,720.68
Total 430430105440:					19,010.64
11/03/2023	159765	Bolton & Menk Inc.	8th Ave NE Design Engineering	430-43010-5560	22,145.25
Total 430430105560:					22,145.25
Total Capital Improvement:					41,155.89
Gaiter Lake Land Development					
11/03/2023	20230901	Stantec Consulting Services Inc	GLLD wetland delineation	437-46340-3000	7,185.59
Total 437463403000:					7,185.59
Total Gaiter Lake Land Development:					7,185.59
Water					
10/31/2023	102317	MN Sales and Use Tax Payable	Sales Tax Pyable	601-20210-0000	1,345.02 M
Total 601202100000:					1,345.02
11/03/2023	159776	Hawkins Inc	Conagra Well Chemicals	601-49401-2170	3,268.28
11/03/2023	159776	Hawkins Inc	City Wells Chemicals	601-49401-2170	9,824.71
11/03/2023	159776	Hawkins Inc	Demurrage	601-49401-2170	60.00
Total 601494012170:					13,152.99
11/03/2023	20230867	Britton Plumbing & Heating LLC	Plumbing Parts	601-49401-2210	39.40
Total 601494012210:					39.40
11/03/2023	159775	Ferguson Enterprises	Well pump parts	601-49401-2230	404.13
Total 601494012230:					404.13
11/03/2023	112311	Centerpoint Energy	Monthly Billing	601-49401-3800	17.71 M
11/03/2023	112317	City of Waseca	October Utilities	601-49401-3800	11,712.25 M
11/03/2023	112315	Xcel Energy	September Service	601-49401-3800	170.33 M
Total 601494013800:					11,900.29
10/19/2023	102323	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 10/15/2023	601-49430-0000	425.72 M
10/19/2023	102323	ACH Internal Revenue Service	MEDICARE Pay Period: 10/15/2023	601-49430-0000	99.57 M
11/02/2023	112305	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 10/29/2023	601-49430-0000	415.09 M
11/02/2023	112305	ACH Internal Revenue Service	MEDICARE Pay Period: 10/29/2023	601-49430-0000	97.06 M
Total 601494300000:					1,037.44
11/02/2023	159748	Madison National Life Insurance Co Inc	November 2023 LTD	601-49430-1340	1.58
11/02/2023	159748	Madison National Life Insurance Co Inc	November 2023 LTD	601-49430-1340	.09
11/02/2023	159748	Madison National Life Insurance Co Inc	November 2023 LTD	601-49430-1340	14.51

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
11/02/2023	159748	Madison National Life Insurance Co Inc	November 2023 LTD	601-49430-1340	21.62
10/31/2023	159751	Madison National Life Insurance Co Inc	November 2023 LTD	601-49430-1340	.01-
10/31/2023	159751	Madison National Life Insurance Co Inc	November 2023 LTD	601-49430-1340	.86-
Total 601494301340:					36.93
11/03/2023	159764	Bock's Service Inc.	Fuel-Card not working	601-49430-2170	76.39
Total 601494302170:					76.39
11/03/2023	159762	Access Tonna Lock Service	City Keys for water salesman	601-49430-2210	208.00
Total 601494302210:					208.00
11/03/2023	20230891	Metering & Technology Solutions	Encoded registers	601-49430-2215	1,346.57
Total 601494302215:					1,346.57
11/03/2023	20230863	Bomgaars Supply	Parts & Supplies	601-49430-2230	54.47
11/03/2023	159766	Born Well Drilling Inc.	Curbstop	601-49430-2230	235.20
11/03/2023	159774	Dakota Supply Group Inc	copper horns	601-49430-2230	1,461.11
Total 601494302230:					1,750.78
11/03/2023	20230887	Lenz Lawn Care & Landscaping Inc.	Weed Control	601-49430-3100	68.00
Total 601494303100:					68.00
11/03/2023	20230877	Hellevik, Brian	Mileage Reimbursement for MRWA Water Class	601-49430-3300	178.16
Total 601494303300:					178.16
11/03/2023	159772	CJ Masonry	Concrete Repair	601-49430-4000	3,600.00
11/03/2023	20230887	Lenz Lawn Care & Landscaping Inc.	Water Main Break Repair	601-49430-4000	7,451.96
Total 601494304000:					11,051.96
11/02/2023	159748	Madison National Life Insurance Co Inc	November 2023 LTD	601-49585-1340	16.12
Total 601495851340:					16.12
11/03/2023	20230882	Innovative Office Supply	Business Cards	601-49585-2000	4.67
Total 601495852000:					4.67
11/03/2023	159792	U.S. Postal Service	Postage - November Utility Bills	601-49585-3200	535.18
Total 601495853200:					535.18
11/03/2023	20230895	On Target Inc.	Quarterly Cass Address Certification	601-49585-3500	49.39
11/03/2023	20230897	Personalized Printing Inc.	Utility receipts & perforated paper	601-49585-3500	330.70
Total 601495853500:					380.09
11/03/2023	159771	City of Waseca	Summit AR	601-49585-4320	1.80
11/03/2023	159791	Summit Account Resolution	Collection Fees	601-49585-4320	13.49

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 601495854320:					15.29
11/02/2023	159748	Madison National Life Insurance Co Inc	November 2023 LTD	601-49586-1340	3.63
11/02/2023	159748	Madison National Life Insurance Co Inc	November 2023 LTD	601-49586-1340	14.58
11/02/2023	159748	Madison National Life Insurance Co Inc	November 2023 LTD	601-49586-1340	7.02
Total 601495861340:					25.23
11/03/2023	159787	Shred-it USA LLC	Annual Shred	601-49586-3100	210.99
Total 601495863100:					210.99
11/03/2023	20230896	Pantheon Computer Systems Inc.	2023 Maintenance Agreement	601-49586-4950	954.36
11/03/2023	20230896	Pantheon Computer Systems Inc.	2023 Maintenance Agreement	601-49586-4950	356.30
Total 601495864950:					1,310.66
Total Water:					45,094.29
Sanitary Sewer					
11/02/2023	159748	Madison National Life Insurance Co Inc	November 2023 LTD	602-49470-1340	28.52
11/02/2023	159748	Madison National Life Insurance Co Inc	November 2023 LTD	602-49470-1340	3.31
11/02/2023	159748	Madison National Life Insurance Co Inc	November 2023 LTD	602-49470-1340	1.55
10/31/2023	159751	Madison National Life Insurance Co Inc	November 2023 LTD	602-49470-1340	.06-
Total 602494701340:					33.32
11/03/2023	20230900	Southern MN Inspection Co. LLC	Annual Inspection	602-49470-3100	226.40
Total 602494703100:					226.40
11/03/2023	112311	Centerpoint Energy	Monthly Billing	602-49470-3800	20.47 M
11/03/2023	112311	Centerpoint Energy	Monthly Billing	602-49470-3800	41.10 M
11/03/2023	112317	City of Waseca	October Utilities	602-49470-3800	1,062.55 M
Total 602494703800:					1,124.12
11/03/2023	20230875	Flexible Pipe Tool Company	Jetter Nozzle	602-49470-4000	1,322.95
11/03/2023	159795	W W Blacktopping Inc.	Hot Mix	602-49470-4000	304.92
Total 602494704000:					1,627.87
11/02/2023	159748	Madison National Life Insurance Co Inc	November 2023 LTD	602-49480-1340	3.17
11/02/2023	159748	Madison National Life Insurance Co Inc	November 2023 LTD	602-49480-1340	.17
11/02/2023	159748	Madison National Life Insurance Co Inc	November 2023 LTD	602-49480-1340	70.87
Total 602494801340:					74.21
11/03/2023	20230873	Continental Research Corporation	supplies	602-49480-2170	222.17
11/03/2023	20230873	Continental Research Corporation	supplies	602-49480-2170	190.98
11/03/2023	159776	Hawkins Inc	Chlorine & Sulfur	602-49480-2170	20.00
11/03/2023	159776	Hawkins Inc	Demurrage	602-49480-2170	10.00
11/03/2023	159776	Hawkins Inc	Alum	602-49480-2170	6,119.79
11/03/2023	159776	Hawkins Inc	Bleach	602-49480-2170	474.52

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 602494802170:					7,037.46
11/03/2023	20230890	M & R Electric Inc.	electric wiring for barscreen and SWP	602-49480-2210	275.69
Total 602494802210:					275.69
11/03/2023	159763	Auto Value Waseca	Parts	602-49480-2240	4.00-
Total 602494802240:					4.00-
11/03/2023	20230901	Stantec Consulting Services Inc	WWTP Permit Implementation--Industrial Permits	602-49480-3000	1,156.50
Total 602494803000:					1,156.50
11/03/2023	159768	Cintas Corp	Floor Mats	602-49480-3100	9.60
11/03/2023	159770	Cintas Corporation	First Aid Cabinet supplies	602-49480-3100	29.83
11/03/2023	20230883	Javens Mechanical Contracting Co.	Fan Motor - Repair and Install	602-49480-3100	746.84
11/03/2023	20230890	M & R Electric Inc.	electric wiring for barscreen and SWP	602-49480-3100	388.00
11/03/2023	20230900	Southern MN Inspection Co. LLC	Annual Inspection	602-49480-3100	160.00
11/03/2023	20230900	Southern MN Inspection Co. LLC	Annual Inspection	602-49480-3100	858.90
11/03/2023	159788	Spee-Dee Delivery Service Inc.	Shipping	602-49480-3100	18.83
Total 602494803100:					2,212.00
11/03/2023	112311	Centerpoint Energy	Monthly Billing	602-49480-3800	251.85 M
11/03/2023	112317	City of Waseca	October Utilities	602-49480-3800	429.00 M
11/03/2023	159789	SSI Crestmark MN Holding LLC	SolarPower	602-49480-3800	14,406.63
11/03/2023	159793	USS MN V MT LLC	Solar Power	602-49480-3800	2,544.64
Total 602494803800:					17,632.12
11/02/2023	159748	Madison National Life Insurance Co Inc	November 2023 LTD	602-49585-1340	16.12
Total 602495851340:					16.12
11/03/2023	20230882	Innovative Office Supply	Business Cards	602-49585-2000	4.68
Total 602495852000:					4.68
11/03/2023	159792	U.S. Postal Service	Postage - November Utility Bills	602-49585-3200	535.17
Total 602495853200:					535.17
11/03/2023	20230895	On Target Inc.	Quarterly Cass Address Certification	602-49585-3500	49.40
11/03/2023	20230897	Personalized Printing Inc.	Utility receipts & perforated paper	602-49585-3500	330.70
Total 602495853500:					380.10
11/03/2023	159771	City of Waseca	Summit AR	602-49585-4320	3.45
11/03/2023	159791	Summit Account Resolution	Collection Fees	602-49585-4320	25.84
Total 602495854320:					29.29
11/02/2023	159748	Madison National Life Insurance Co Inc	November 2023 LTD	602-49586-1340	3.63
11/02/2023	159748	Madison National Life Insurance Co Inc	November 2023 LTD	602-49586-1340	14.58

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 602495861340:					18.21
11/03/2023	159797	Waseca County Recorder	Record sanitary sewer easement - 308 S State St	602-49586-3000	46.00
Total 602495863000:					46.00
11/03/2023	159787	Shred-it USA LLC	Annual Shred	602-49586-3100	211.00
Total 602495863100:					211.00
11/03/2023	20230896	Pantheon Computer Systems Inc.	2023 Maintenance Agreement	602-49586-4950	954.36
11/03/2023	20230896	Pantheon Computer Systems Inc.	2023 Maintenance Agreement	602-49586-4950	356.30
Total 602495864950:					1,310.66
11/03/2023	159786	Selly Excavating Inc	2023-16 Payment No. 1 - Final	602-49593-5300	24,667.43
Total 602495935300:					24,667.43
Total Sanitary Sewer:					58,614.35
Electric Utility					
10/31/2023	102317	MN Sales and Use Tax Payable	Sales Tax Pyable	604-20210-0000	50,538.72 M
Total 604202100000:					50,538.72
11/02/2023	159748	Madison National Life Insurance Co Inc	November 2023 LTD	604-49570-1340	3.05
Total 604495701340:					3.05
11/03/2023	112317	City of Waseca	October Utilities	604-49570-3800	64.46 M
Total 604495703800:					64.46
11/02/2023	159748	Madison National Life Insurance Co Inc	November 2023 LTD	604-49571-1340	72.07
Total 604495711340:					72.07
11/03/2023	20230863	Bomgaars Supply	Parts & Supplies	604-49571-2170	116.27
11/03/2023	20230884	JT Services of MN	vault locks	604-49571-2170	895.16
11/03/2023	20230888	Locators & Supplies Inc.	pulling harness	604-49571-2170	212.05
Total 604495712170:					1,223.48
11/03/2023	20230887	Lenz Lawn Care & Landscaping Inc.	Weed Control	604-49571-3100	185.00
11/03/2023	20230900	Southern MN Inspection Co. LLC	Annual Inspection	604-49571-3100	336.40
11/03/2023	20230902	Stoltz Cleaning Services LLC	Electric room cleaning	604-49571-3100	20.00
11/03/2023	20230902	Stoltz Cleaning Services LLC	Electric room cleaning	604-49571-3100	20.00
11/03/2023	20230905	Test-Right LLC	Safety Testing Gloves	604-49571-3100	853.11
Total 604495713100:					1,414.51
11/02/2023	159748	Madison National Life Insurance Co Inc	November 2023 LTD	604-49572-1340	7.11

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 604495721340:					7.11
11/02/2023	159748	Madison National Life Insurance Co Inc	November 2023 LTD	604-49573-1340	13.20
Total 604495731340:					13.20
11/02/2023	159748	Madison National Life Insurance Co Inc	November 2023 LTD	604-49574-1340	4.06
Total 604495741340:					4.06
11/03/2023	112317	City of Waseca	October Utilities	604-49574-3800	224.89 M
Total 604495743800:					224.89
11/03/2023	112317	City of Waseca	October Utilities	604-49575-3800	683.85 M
Total 604495753800:					683.85
11/02/2023	159748	Madison National Life Insurance Co Inc	November 2023 LTD	604-49584-1340	2.03
Total 604495841340:					2.03
11/02/2023	159748	Madison National Life Insurance Co Inc	November 2023 LTD	604-49585-1340	29.03
Total 604495851340:					29.03
11/03/2023	20230882	Innovative Office Supply	Business Cards	604-49585-2000	4.68
Total 604495852000:					4.68
11/03/2023	159792	U.S. Postal Service	Postage - November Utility Bills	604-49585-3200	535.18
Total 604495853200:					535.18
11/03/2023	20230895	On Target Inc.	Quarterly Cass Address Certification	604-49585-3500	49.40
11/03/2023	20230897	Personalized Printing Inc.	Utility receipts & perforated paper	604-49585-3500	330.70
Total 604495853500:					380.10
11/03/2023	159771	City of Waseca	Summit AR	604-49585-4320	9.75
11/03/2023	159791	Summit Account Resolution	Collection Fees	604-49585-4320	73.04
Total 604495854320:					82.79
11/02/2023	159748	Madison National Life Insurance Co Inc	November 2023 LTD	604-49586-1340	3.93
11/02/2023	159748	Madison National Life Insurance Co Inc	November 2023 LTD	604-49586-1340	15.02
Total 604495861340:					18.95
11/03/2023	159787	Shred-it USA LLC	Annual Shred	604-49586-3100	210.99
11/03/2023	159787	Shred-it USA LLC	Monthly Shred	604-49586-3100	23.54
Total 604495863100:					234.53
11/03/2023	20230893	MN Municipal Utilities Association	MMUA Dues	604-49586-4330	2,877.25

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 604495864330:					2,877.25
11/03/2023	20230896	Pantheon Computer Systems Inc.	2023 Maintanance Agreement	604-49586-4950	954.36
11/03/2023	20230896	Pantheon Computer Systems Inc.	2023 Maintenance Agreement	604-49586-4950	356.30
Total 604495864950:					1,310.66
11/03/2023	20230864	Border States Electric Supply	conversion supplies	604-49593-5300	59.80
11/03/2023	20230912	Waseca Sand & Gravel Inc.	Concrete-various	604-49593-5300	413.20
Total 604495935300:					473.00
Total Electric Utility:					60,197.60
Storm Water Utility					
11/02/2023	159748	Madison National Life Insurance Co Inc	November 2023 LTD	651-43140-1340	3.02
11/02/2023	159748	Madison National Life Insurance Co Inc	November 2023 LTD	651-43140-1340	15.84
11/02/2023	159748	Madison National Life Insurance Co Inc	November 2023 LTD	651-43140-1340	.86
10/31/2023	159751	Madison National Life Insurance Co Inc	November 2023 LTD	651-43140-1340	.03-
Total 651431401340:					19.69
11/03/2023	112317	City of Waseca	October Utilities	651-43140-3800	74.07 M
Total 651431403800:					74.07
11/03/2023	159795	W W Blacktopping Inc.	Asphalt for storm sewer repair	651-43140-4000	4,010.16
11/03/2023	20230912	Waseca Sand & Gravel Inc.	Concrete-various	651-43140-4000	200.00
Total 651431404000:					4,210.16
11/02/2023	159748	Madison National Life Insurance Co Inc	November 2023 LTD	651-49585-1340	3.22
Total 651495851340:					3.22
11/03/2023	159786	Selly Excavating Inc	2023-16 Payment No. 1 - Final	651-49593-5300	57,008.00
Total 651495935300:					57,008.00
Total Storm Water Utility:					61,315.14
Central Garage Services					
11/02/2023	159748	Madison National Life Insurance Co Inc	November 2023 LTD	701-43180-1340	56.18
10/31/2023	159751	Madison National Life Insurance Co Inc	November 2023 LTD	701-43180-1340	.01
Total 701431801340:					56.19
11/03/2023	20230863	Bomgaars Supply	Parts & Supplies	701-43180-2170	47.97
11/03/2023	20230879	Huber Supply Co Inc	bandsaw blades	701-43180-2170	410.63
11/03/2023	20230879	Huber Supply Co Inc	tank rental	701-43180-2170	17.05
11/03/2023	20230880	IFACS	general shop supplies	701-43180-2170	66.19
11/03/2023	20230880	IFACS	general shop supplies	701-43180-2170	49.22
Total 701431802170:					591.06

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
11/03/2023	159763	Auto Value Waseca	Parts	701-43180-2210	1,901.85
11/03/2023	20230869	Christensen Tire Service	Tire repair #2295	701-43180-2210	211.28
11/03/2023	159773	Clark Equipment	park blower shoot piece	701-43180-2210	108.75
11/03/2023	20230883	Javens Mechanical Contracting Co.	Heater replacement -shop	701-43180-2210	2,507.00
11/03/2023	20230894	MTI Distributing Inc.	PTO switch (toro)	701-43180-2210	78.64
11/03/2023	159781	O'Reilly Automotive Inc	Water Truck Carb Kit	701-43180-2210	44.97
11/03/2023	159781	O'Reilly Automotive Inc	Water Truck Carb Kit	701-43180-2210	5.00
11/03/2023	20230899	Sanco Equipment LLC	Kit Attachment	701-43180-2210	1,680.08
11/03/2023	20230899	Sanco Equipment LLC	Bobcat air filters	701-43180-2210	645.76
11/03/2023	20230908	Truck Center Companies	truck filter inventory	701-43180-2210	697.76
11/03/2023	20230915	Ziegler Inc	turntable parts	701-43180-2210	1,456.06
Total 701431802210:					9,337.15
11/03/2023	20230900	Southern MN Inspection Co. LLC	Annual Inspection	701-43180-3100	898.90
Total 701431803100:					898.90
Total Central Garage Services:					10,883.30
Equipment Replacement Fund					
11/03/2023	159773	Clark Equipment	Rock Saw	705-49950-5400	19,738.24
11/03/2023	20230907	Towmaster Inc	Truck body & snow equipment	705-49950-5400	175,515.00
11/03/2023	159796	Waseca County License Bureau	Registration 23 dump truck	705-49950-5400	8,015.39
Total 705499505400:					203,268.63
Total Equipment Replacement Fund:					203,268.63
Grand Totals:					917,174.31

Report Criteria:

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

Title:	Approve Letter of Support for Waseca County Broadband Grant application		
Meeting Date:	November 8, 2023	Agenda Item Number:	6C
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> DISCUSSION	Supporting Documents:	<ul style="list-style-type: none"> • Letter of Support
Originating Department:	Economic Development	Presented By:	Consent Agenda
Approved By City Manager: <input type="checkbox"/>	Proposed Action: Move to authorize Mayor Zimmerman to sign the Letter of Support for the Waseca County Broadband grant application		

BACKGROUND:

The absence of reliable broadband infrastructure in our county affects the growth and prosperity of our community, farms, and businesses. This lack of connectivity in our rural county affects remote learning, telehealth capabilities and impedes the use of technology and innovation in farming practices.

As a city we recognize that community doesn't start and stop with the city limit boundary. Whether living in Waseca County or Waseca City, we are a community. The lack of access to broadband in our rural community creates a divide in capabilities for remote working, remote education and telehealth, placing our rural community at a disadvantage to our community inside the city limits.

BUDGET IMPACT: none

ALTERNATIVES CONSIDERED: none

RECOMMENDATION: In the spirit of collaboration with Waseca County, Staff is recommending that City provide a letter of support for the County's grant application. Staff asks that City Council approve Mayor Zimmerman to sign the letter of support.



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

November 8, 2023

Michael Johnson,
Waseca County Administrator
307 State Street North
Waseca, Minnesota 56093

Re: Minnesota Broadband Development Grant Program
9th Grant Round - Waseca County and Bevcomm

Dear Michael,

The City of Waseca is writing to express their support for the Waseca County Broadband Development grant initiative in collaboration with the internet service provider, Bevcomm.

The absence of reliable broadband infrastructure in our county affects the growth and prosperity of our community, farms, and businesses. This lack of connectivity in our rural county affects remote learning, telehealth capabilities, and impedes the use of technology and innovation in farming practices.

As a City, we recognize that community doesn't start and stop with the city limit boundary. Whether living in Waseca County or Waseca City, we are a community. The lack of access to broadband in our rural community creates a divide in capabilities for remote working, remote education and telehealth, placing our rural community at a disadvantage to our community inside the city limits.

We respectfully ask the Minnesota Office of Broadband Development to thoroughly review the County grant proposal and give it careful consideration. This grant would not only bridge the digital divide in Waseca County but also empower our community's well-being, ensuring that we can fully participate in the digital age and enjoy the opportunities and services that come with it.

We appreciate your support and the dedicated efforts of your office in addressing this critical issue that affects the economic and social fabric of Waseca County.

Thank you for your time and consideration.

Sincerely,

Randy L. Zimmerman,
Mayor, City of Waseca



CITY OF WASECA

Request for City Council Action

Title:	FINAL PAYMENT FOR THE 2023 SANITARY AND STORM SEWER REPAIRS PROJECT (CITY PROJECT NO. 2023-16)		
Meeting Date:	November 8, 2023	Agenda Item Number:	6D
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	<ul style="list-style-type: none"> • Pay Request No. 1 – Final • Payment Certificate No. 1 - Final • Change Order No. 1
Originating Department:	Engineering	Presented By:	Consent Agenda
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to Approve Pay Request No. 1 - Final for the 2023 Sanitary & Storm Sewer Repairs Project (City Project No. 2023-16).		

BACKGROUND: The work on the 2023 Sanitary & Storm Sewer Repairs Project (City Project 2023-16) has been completed, and all work has been approved and accepted by staff. The project is ready for final acceptance and final payment. The total cost is \$81,675.43, and the original contract amount was \$103,509.00. Change Order No. 1 consisted of final quantity adjustments, the addition of 55 SF of sidewalk replacement, the lining of sewer riser pipe, and extra fill rock, resulting in an overall decrease of \$21,833.57.

BUDGET IMPACT: The sanitary sewer repairs on 2nd Ave NW totaled \$24,667.43 and will be funded through available 2023 sanitary sewer utility capital improvement funds. The storm sewer improvements on 3rd St NW, 6th St NE, and 17th Ave NE totaled \$57,008.00 and will be funded with budgeted 2023 storm sewer utility capital improvement funds. City staff completed the project design and inspection.

RECOMMENDATION: Staff recommends the Waseca City Council accept the work and approve Pay Request No. 1 - Final for the 2023 Sanitary & Storm Sewer Repairs Project (City Project No. 2023-16).

CITY OF WASECA CHANGE ORDER FORM

CHANGE ORDER NO. 1

CITY PROJECT #: 2023-16

PROJECT NAME: 2023 SANITARY & STORM SEWER REPAIRS

CONTRACTOR NAME & ADDRESS: SELLY EXCAVATING INC., 525 W DERRYNANE ST, LE CENTER, MN 56057

THIS CHANGE ORDER IS A CHANGE IN THE CONTRACT:

TIME		PRICE	
ORIGINAL CONTRACT TIME:	N/A	ORIGINAL CONTRACT AMOUNT:	\$103,509.00
PREVIOUS CONTRACT TIME CHANGES:	N/A	PREVIOUS CHANGE ORDER TOTAL:	\$0.00
CONTRACT TIME OF THIS CHANGE ORDER:	N/A	AMOUNT OF THIS CHANGE ORDER:	-\$21,833.57
REVISED CONTRACT TIME:	N/A	REVISED CONTRACT AMOUNT:	\$81,675.43

NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTALS
2	REMOVE CURB AND GUTTER	LF	-103	\$6.00	-\$618.00
3	REMOVE SEWER SERVICE PIPE (SANITARY)	LF	-70	\$4.00	-\$280.00
4	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	3	\$3.00	\$9.00
5	REMOVE BITUMINOUS PAVEMENT	SY	-73	\$15.00	-\$1,095.00
6	REMOVE SEWER RISER CONNECTION (SANITARY), 0'-10' DEEP	LF	-4	\$40.00	-\$160.00
7	REMOVE SEWER RISER CONNECTION (SANITARY), 10'-20' DEEP	LF	-10	\$50.00	-\$500.00
8	REMOVE SEWER RISER CONNECTION (SANITARY), 20'+ DEEP	LF	-5	\$100.00	-\$500.00
9	EXCAVATION - COMMON	CY	-60	\$18.00	-\$1,080.00
10	AGGREGATE BASE (CV) CLASS 5	CY	-60	\$28.00	-\$1,680.00
12	CONNECT TO EXISTING SANITARY	EA	-2	\$2,300.00	-\$4,600.00
13	CONNECT TO EXISTING SANITARY SERVICE	EA	-1	\$350.00	-\$350.00
14	18" X 6" PVC WYE	EA	-1	\$2,400.00	-\$2,400.00
15	4" PVC PIPE SEWER SCHEDULE 40 (SANITARY)	LF	-120	\$20.00	-\$2,400.00
16	6" PVC PIPE SEWER SCHEDULE 40 (SANITARY)	LF	-79	\$25.00	-\$1,975.00
18	6" PVC PIPE SEWER RISER SCHEDULE 40 (SANITARY), 10'-20' DEEP	LF	-10	\$75.00	-\$750.00
19	6" PVC PIPE SEWER RISER SCHEDULE 40 (SANITARY), 20'+ DEEP	LF	-5	\$100.00	-\$500.00
21	CONCRETE CURB AND GUTTER DESIGN B618	LF	-103	\$100.00	-\$10,300.00
23	SEED AND BLANKET	SY	-45	\$8.00	-\$360.00
23A	4" CONCRETE WALK	SF	55	\$10.00	\$550.00
23B	6" SEWER RISER PIPE LINING	LS	1	\$6,000.00	\$6,000.00
23C	3/4" CLEAN ROCK	TON	37.87	\$27.50	\$1,041.43
23D	GRANULAR FILL	CY	60	\$19.50	\$1,170.00
25	REMOVE CURB AND GUTTER	LF	-18	\$6.00	-\$108.00
26	REMOVE SEWER PIPE (STORM)	LF	-6	\$20.00	-\$120.00
27	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	-3	\$3.00	-\$9.00
33	21" RC PIPE SEWER DESIGN 3006 CLASS V	LF	-8	\$175.00	-\$1,400.00
36	DRILL & GROUT REINFORCEMENT BAR (EPOXY COATED)	EA	-4	\$25.00	-\$100.00
37	CONCRETE CURB AND GUTTER DESIGN B618	LF	-18	\$100.00	-\$1,800.00
39	SEED AND BLANKET	SY	-6	\$8.00	-\$48.00
46	GEOTEXTILE FILTER TYPE 4	SY	-22	\$3.00	-\$66.00
49	SEED AND BLANKET	SY	244	\$8.00	\$1,952.00
52	REMOVE CURB AND GUTTER	LF	3	\$6.00	\$18.00
55	REMOVE BITUMINOUS PAVEMENT	SY	19	\$15.00	\$285.00
59	15" RC PIPE SEWER DESIGN 3006 CLASS V	LF	-4	\$102.00	-\$408.00

60	CONNECT TO EXISTING STORM SEWER	EA	1	\$400.00	\$400.00
61	ADJUST FRAME AND RING CASTING	EA	-1	\$400.00	-\$400.00
64	CONCRETE CURB AND GUTTER DESIGN B618	LF	7	\$100.00	\$700.00
67	SEED AND BLANKET	SY	6	\$8.00	\$48.00

CHANGE ORDER TOTAL:	-\$21,833.57
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THE JUSTIFICATION FOR THIS CHANGE ORDER IS:

This Change Order tabulates the cost adjustment between plan quantities and final project quantities, and accounts for the addition of 55 SF of 4" Concrete Walk, 1 LS 6" Sewer Riser Pipe Lining, 37.87 Tons of 3/4" Clean Rock, and 60 CY of Granular Fill necessary to complete the sanitary sewer improvements on 2nd Ave NW.

Nathan Willey

CITY OF WASECA REPRESENTATIVE

Brian Wagner

CONTRACTOR REPRESENTATIVE

Nathan Willey

SIGNATURE

Brian Wagner

SIGNATURE

10-31-23

DATE

10/31/23

DATE

CONSTRUCTION CONTRACT PAYMENT REQUEST

DATE: NOVEMBER 8, 2023

TO: Mayor & City Council
Carl Sonnenberg - City Manager

PROJECT NAME: 2023 SANITARY & STORM SEWER REPAIRS

CITY PROJECT NO. 2023-16

PAYMENT REQUEST NO. 1 - FINAL

PAYMENT PERIOD: SEPTEMBER 25, 2023 TO OCTOBER 23, 2023

CONTRACTOR: SELLY EXCAVATING INC.

CONTRACT

Original Contract sum: \$ 103,509.00

Change Orders:

CHANGE ORDER NO. 1 \$ (21,833.57)

Net change by change orders: \$ (21,833.57)

Contract Sum to date: \$ 81,675.43

PAYMENT

Contract Sum to date: \$ 81,675.43

Total earned to date
(Includes Change Orders) \$ 81,675.43

Retainage (N/A): \$ -

Total earned less retainage: \$ 81,675.43

Less previous payment requests: \$ -

Payment due this request: \$ 81,675.43

% Contract completed to date: 100%

Amount remaining on contract: \$ -

Total Amount Due: \$ 81,675.43

Approved By:

Brian Wagner 10/31/23
Contractor Date

Nathan Willy 10-31-23
City Engineer Date

Director of Finance Date

City Manager Date

2023 SANITARY & STORM SEWER REPAIRS PROJECT

CITY PROJECT NO. 2023-16

PAYMENT PERIOD: SEPTEMBER 25, 2023 - OCTOBER 23, 2023

PAYMENT REQUEST NO. 1 - FINAL

ORIGINAL CONTRACT AMOUNT: \$103,509.00

PAYMENT DATE: NOVEMBER 8, 2023

FINAL CONTRACT AMOUNT: \$81,675.43

CONTRACTOR:

SELLY EXCAVATING
525 W DERRYNANE ST
LE CENTER, MN 56057

CONTRACT APPROVAL DATE: AUGUST 15, 2023

CONTRACT COMPLETION: OCTOBER 27, 2023

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

LOCATION	NO.	DESCRIPTION	UNIT	PLAN QUANTITIES	UNIT PRICES	CONTRACT AMOUNT	THIS PERIOD QUANTITIES	THIS PERIOD AMOUNTS	TO DATE QUANTITIES	TO DATE AMOUNTS
2ND AVE NW	1	MOBILIZATION	LS	0.25	\$5,000.00	\$ 1,250.00	0.25	\$ 1,250.00	0.25	\$ 1,250.00
	2	REMOVE CURB AND GUTTER	LF	120	\$6.00	\$ 720.00	17	\$ 102.00	17	\$ 102.00
	3	REMOVE SEWER SERVICE PIPE (SANITARY)	LF	150	\$4.00	\$ 600.00	80	\$ 320.00	80	\$ 320.00
	4	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	55	\$3.00	\$ 165.00	58	\$ 174.00	58	\$ 174.00
	5	REMOVE BITUMINOUS PAVEMENT	SY	183	\$15.00	\$ 2,745.00	110	\$ 1,650.00	110	\$ 1,650.00
	6	REMOVE SEWER RISER CONNECTION (SANITARY), 0'-10' DEEP	LF	10	\$40.00	\$ 400.00	6	\$ 240.00	6	\$ 240.00
	7	REMOVE SEWER RISER CONNECTION (SANITARY), 10'-20' DEEP	LF	10	\$50.00	\$ 500.00	0	\$ -	0	\$ -
	8	REMOVE SEWER RISER CONNECTION (SANITARY), 20'+ DEEP	LF	5	\$100.00	\$ 500.00	0	\$ -	0	\$ -
	9	EXCAVATION - COMMON	CY	106	\$18.00	\$ 1,908.00	46	\$ 828.00	46	\$ 828.00
	10	AGGREGATE BASE (CV) CLASS 5	CY	106	\$28.00	\$ 2,968.00	46	\$ 1,288.00	46	\$ 1,288.00
	11	CASTING ASSEMBLY (ESS BROS 8COBD)	EA	1	\$965.00	\$ 965.00	1	\$ 965.00	1	\$ 965.00
	12	CONNECT TO EXISTING SANITARY	EA	2	\$2,300.00	\$ 4,600.00	0	\$ -	0	\$ -
	13	CONNECT TO EXISTING SANITARY SERVICE	EA	7	\$350.00	\$ 2,450.00	6	\$ 2,100.00	6	\$ 2,100.00
	14	18" X 6" PVC WYE	EA	1	\$2,400.00	\$ 2,400.00	0	\$ -	0	\$ -
	15	4" PVC PIPE SEWER SCHEDULE 40 (SANITARY)	LF	150	\$20.00	\$ 3,000.00	30	\$ 600.00	30	\$ 600.00
	16	6" PVC PIPE SEWER SCHEDULE 40 (SANITARY)	LF	150	\$25.00	\$ 3,750.00	71	\$ 1,775.00	71	\$ 1,775.00
	17	6" PVC PIPE SEWER RISER SCHEDULE 40 (SANITARY), 0'-10' DEEP	LF	10	\$50.00	\$ 500.00	10	\$ 500.00	10	\$ 500.00
	18	6" PVC PIPE SEWER RISER SCHEDULE 40 (SANITARY), 10'-20' DEEP	LF	10	\$75.00	\$ 750.00	0	\$ -	0	\$ -
	19	6" PVC PIPE SEWER RISER SCHEDULE 40 (SANITARY), 20'+ DEEP	LF	5	\$100.00	\$ 500.00	0	\$ -	0	\$ -
	20	DRILL & GROUT REINFORCEMENT BAR (EPOXY COATED)	EA	8	\$25.00	\$ 200.00	8	\$ 200.00	8	\$ 200.00
	21	CONCRETE CURB AND GUTTER DESIGN B618	LF	120	\$100.00	\$ 12,000.00	17	\$ 1,700.00	17	\$ 1,700.00
	22	TRAFFIC CONTROL	LS	0.25	\$8,600.00	\$ 2,150.00	0.25	\$ 2,150.00	0.25	\$ 2,150.00
	23	SEED AND BLANKET	SY	53	\$8.00	\$ 424.00	8	\$ 64.00	8	\$ 64.00
23A	4" CONCRETE WALK	SF	N/A	\$10.00	N/A	55	\$ 550.00	55	\$ 550.00	
23B	6" SEWER RISER PIPE LINING	LS	N/A	\$6,000.00	N/A	1	\$ 6,000.00	1	\$ 6,000.00	
23C	3/4" CLEAN ROCK	TON	N/A	\$27.50	N/A	37.87	\$ 1,041.43	37.87	\$ 1,041.43	
23D	6" SEWER RISER PIPE LINING	CY	N/A	\$19.50	N/A	60	\$ 1,170.00	60	\$ 1,170.00	
2ND AVE NW TOTALS:						\$ 45,445.00		\$ 24,667.43		\$ 24,667.43

3RD ST NW	24	MOBILIZATION	LS	0.25	\$5,000.00	\$ 1,250.00	0.25	\$ 1,250.00	0.25	\$ 1,250.00
	25	REMOVE CURB AND GUTTER	LF	18	\$6.00	\$ 108.00	0	\$ -	0	\$ -
	26	REMOVE SEWER PIPE (STORM)	LF	24	\$20.00	\$ 480.00	18	\$ 360.00	18	\$ 360.00
	27	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	55	\$3.00	\$ 165.00	52	\$ 156.00	52	\$ 156.00
	28	REMOVE BITUMINOUS PAVEMENT	SY	32	\$15.00	\$ 480.00	32	\$ 480.00	32	\$ 480.00
	29	EXCAVATION - COMMON	CY	39	\$18.00	\$ 702.00	39	\$ 702.00	39	\$ 702.00
	30	AGGREGATE BASE (CV) CLASS 5	CY	39	\$28.00	\$ 1,092.00	39	\$ 1,092.00	39	\$ 1,092.00
	31	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	EA	1	\$2,375.00	\$ 2,375.00	1	\$ 2,375.00	1	\$ 2,375.00
	32	12" RC PIPE SEWER DESIGN 3006 CLASS V	LF	8	\$125.00	\$ 1,000.00	8	\$ 1,000.00	8	\$ 1,000.00
	33	21" RC PIPE SEWER DESIGN 3006 CLASS V	LF	16	\$175.00	\$ 2,800.00	8	\$ 1,400.00	8	\$ 1,400.00
	34	CONNECT TO EXISTING STORM SEWER	EA	3	\$350.00	\$ 1,050.00	3	\$ 1,050.00	3	\$ 1,050.00
	35	CASTING ASSEMBLY (NEENAH R-1733)	EA	1	\$925.00	\$ 925.00	1	\$ 925.00	1	\$ 925.00
	36	DRILL & GROUT REINFORCEMENT BAR (EPOXY COATED)	EA	4	\$25.00	\$ 100.00	0	\$ -	0	\$ -
	37	CONCRETE CURB AND GUTTER DESIGN B618	LF	18	\$100.00	\$ 1,800.00	0	\$ -	0	\$ -
38	TRAFFIC CONTROL	LS	0.25	\$6,000.00	\$ 1,500.00	0.25	\$ 1,500.00	0.25	\$ 1,500.00	

	39	SEED AND BLANKET	SY	6	\$8.00	\$ 48.00	0	\$ -	0	\$ -
	3RD ST NW TOTALS:					\$ 15,875.00		\$ 12,290.00		\$ 12,290.00
6TH ST NE	40	MOBILIZATION	LS	0.25	\$5,000.00	\$ 1,250.00	0.25	\$ 1,250.00	0.25	\$ 1,250.00
	41	REMOVE SEWER APRON (STORM)	EA	1	\$400.00	\$ 400.00	1	\$ 400.00	1	\$ 400.00
	42	REMOVE SEWER PIPE (STORM)	LF	32	\$20.00	\$ 640.00	32	\$ 640.00	32	\$ 640.00
	43	42" RC PIPE APRON	EA	1	\$3,800.00	\$ 3,800.00	1	\$ 3,800.00	1	\$ 3,800.00
	44	42" RC PIPE SEWER DESIGN 3006 CLASS V	LF	24	\$450.00	\$ 10,800.00	24	\$ 10,800.00	24	\$ 10,800.00
	45	CONNECT TO EXISTING STORM SEWER	EA	1	\$350.00	\$ 350.00	1	\$ 350.00	1	\$ 350.00
	46	GEOTEXTILE FILTER TYPE 4	SY	60	\$3.00	\$ 180.00	38	\$ 114.00	38	\$ 114.00
	47	RANDOM RIPRAP CLASS 3	CY	20	\$100.00	\$ 2,000.00	20	\$ 2,000.00	20	\$ 2,000.00
	48	TRAFFIC CONTROL	LS	0.25	\$1,250.00	\$ 312.50	0.25	\$ 312.50	0.25	\$ 312.50
	49	SEED AND BLANKET	SY	82	\$8.00	\$ 656.00	326	\$ 2,608.00	326	\$ 2,608.00
	6TH ST NE TOTALS:					\$ 20,388.50		\$ 22,274.50		\$ 22,274.50
17TH AVE NE	50	MOBILIZATION	LS	0.25	\$5,000.00	\$ 1,250.00	0.25	\$ 1,250.00	0.25	\$ 1,250.00
	51	REMOVE DRAINAGE STRUCTRE	EA	2	\$400.00	\$ 800.00	2	\$ 800.00	2	\$ 800.00
	52	REMOVE CURB AND GUTTER	LF	22	\$6.00	\$ 132.00	25	\$ 150.00	25	\$ 150.00
	53	REMOVE SEWER PIPE (STORM)	LF	36	\$20.00	\$ 720.00	36	\$ 720.00	36	\$ 720.00
	54	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	65	\$3.00	\$ 195.00	65	\$ 195.00	65	\$ 195.00
	55	REMOVE BITUMINOUS PAVEMENT	SY	40	\$15.00	\$ 600.00	59	\$ 885.00	59	\$ 885.00
	56	EXCAVATION - COMMON	CY	57	\$18.00	\$ 1,026.00	57	\$ 1,026.00	57	\$ 1,026.00
	57	AGGREGATE BASE (CV) CLASS 5	CY	57	\$28.00	\$ 1,596.00	57	\$ 1,596.00	57	\$ 1,596.00
	58	CONSTRUCT DRAINAGE STRUCTURE DESIGN CATCH BASIN	EA	2	\$1,850.00	\$ 3,700.00	2	\$ 3,700.00	2	\$ 3,700.00
	59	15" RC PIPE SEWER DESIGN 3006 CLASS V	LF	36	\$102.00	\$ 3,672.00	32	\$ 3,264.00	32	\$ 3,264.00
	60	CONNECT TO EXISTING STORM SEWER	EA	2	\$400.00	\$ 800.00	3	\$ 1,200.00	3	\$ 1,200.00
	61	ADJUST FRAME AND RING CASTING	EA	1	\$400.00	\$ 400.00	0	\$ -	0	\$ -
	62	CASTING ASSEMBLY (NEENAH R-3067)	EA	2	\$975.00	\$ 1,950.00	2	\$ 1,950.00	2	\$ 1,950.00
	63	DRILL & GROUT REINFORCEMENT BAR (EPOXY COATED)	EA	8	\$25.00	\$ 200.00	8	\$ 200.00	8	\$ 200.00
	64	CONCRETE CURB AND GUTTER DESIGN B618	LF	22	\$100.00	\$ 2,200.00	29	\$ 2,900.00	29	\$ 2,900.00
	65	TRAFFIC CONTROL	LS	0.25	\$8,750.00	\$ 2,187.50	0.25	\$ 2,187.50	0.25	\$ 2,187.50
	66	STORM DRAIN INLET PROTECTION	EA	2	\$150.00	\$ 300.00	2	\$ 300.00	2	\$ 300.00
67	SEED AND BLANKET	SY	9	\$8.00	\$ 72.00	15	\$ 120.00	15	\$ 120.00	
	17TH AVE NE TOTALS:					\$ 21,800.50		\$ 22,443.50		\$ 22,443.50
	PROJECT TOTALS:					\$ 103,509.00		\$ 81,675.43		\$ 81,675.43

Title:	Updated Animal Impound Contract for Services – Under new ownership.		
Meeting Date:	November 8, 2023	Agenda Item Number:	6E
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	<ul style="list-style-type: none"> • Animal Control Contract
Originating Department:	Waseca Police Department	Presented By:	Consent Agenda
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Make a motion to terminate the current contract with Blake Kortuem and enter into a contract with Tristan Hoy for animal control services.		

BACKGROUND: The City of Waseca has contracted with Canine Central for animal impound services since 2019. Blake and Emiliee Kortuem have recently sold the business to Tristan Hoy. Mr. Hoy would like to continue to provide animal impound services to the City of Waseca under the business name of Camp Canine Llc.. The contract will remain the same.

It should be noted that this contract may be cancelled by either party at any time upon a 60 day written notice given to the other. In the event of such a cancellation, the contractor shall be entitled to payment determined on a pro rata basis for work or services satisfactorily performed.

BUDGET IMPACT: The budgeted amount for Animal Impound Services will remain the same. It is \$13,200 per year or \$3,300 per quarter.

POLICY QUESTION: N/A

ALTERNATIVES CONSIDERED: N/A

RECOMMENDATION: Staff recommends remaining with Camp Canine Llc. for animal impound services, terminating the current contract with Blake Kortuem, and entering into a new contract with Tristan Hoy, the new owner of Camp Canine Llc.

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT, is between City of Waseca (hereinafter “City”) and Tristan Hoy, independent contractor, not an employee of the City of Waseca (hereinafter “Contractor)

WHEREAS, City is in need of professional services; and

WHEREAS, the Contractor represents they are duly qualified and willing to perform the services set forth in this Contract.

WHEREAS, It is the intent of the parties to provide a cooperative endeavor between the City and Tristan Hoy for the purpose of providing general animal services to the City of Waseca and its citizens.

NOW, THEREFORE, it is agreed:

TERM OF CONTRACT:

This contract shall start on November 1, 2023 and shall continue until either party exercises its termination rights.

CONTRACTOR’S DUTIES:

The Contractor will provide the following services:

- Maintain a 24-hour, seven-day facility available to the City; specifically the Waseca Police Department acting as the "Animal Control Officer" (as that term is defined in Minnesota Statute 343.20 Sub 5) for the City of Waseca.
- Provide an animal boarding facility that is in compliance with all local, state and federal laws and regulations;
- Provide all necessary veterinary services, including but not limited to: euthanization, internal parasite treatment, external flea treatment, and burial services This may be provided by a 3rd party veterinarian at the City’s approval.
- The contractor will be provided with an "Animal Release Form" authorizing the release of said animal(s) by the Waseca Police Department, most commonly delivered through the owner of the animal(s). The owner of the animal(s) will receive the "Animal Release Form" from the Waseca Police Department. The contractor will not release any animal(s) prior to receiving the "Animal Release Form";
- The Waseca Police Department is NOT responsible for collecting any fee/charge relating to the impound and/or any service incurred or rendered by the contractors. Any and all fees will be collected from the owner of said animal(s) by the contractors in accordance with its policies, procedures and directives for services rendered. The contractor's personnel should retain the "Animal Release Form" for their records.

CONSIDERATION AND TERMS OF PAYMENT:

The City will pay the contractor for all services performed under this contract equal to \$3,300 per quarter, for a total of \$13,200 for the full year ("Contract Amount"). The services shall include animal boarding, medical services/expenses, and any other services requested by the City. The Contractor shall provide the City with itemized invoices on a quarterly basis. Invoices shall only cover the Contractor's reasonable expenditures which were incurred since the effective date of the agreement and that are directly related to the outlined services. The invoices/payments shall not include any costs incurred by the contractor from the adoption of animals by 3rd parties.

CANCELLATION AND TERMINATION:

This Contract may be cancelled by either party at any time upon 60 day written notice given to the other. In the event of such a cancellation, the Contractor shall be entitled to payment determined on a pro rata basis for work or services satisfactorily performed.

ASSIGNMENT:

The Contractors shall neither assign nor transfer any rights and obligations under this Contract without the prior written consent of City.

DATA DISCLOSURE:

The Contractors agree to not disclose any confidential and/or private information during the course of the agreement and upon termination of the agreement. The Contractors agree to indemnify, hold harmless, and defend the City from and against any and all claims brought, or actions filed in any manner for damages related to third persons arising out of the disclosure of any confidential and/or private information by the Contractors or any of their agents or employees. The Contractors understand that they must comply with the Minnesota Government Data Practices Act (Minnesota Statute Chapter 13) as it applies to all data provided by the City under this agreement. The contractors agree to sign a confidentiality agreement.

LIABILITY:

Except as otherwise provided in this agreement, animals held by the Contractor on behalf of the Waseca Police Department acting as the Animal Control Officer for the City shall be the responsibility of the City and City shall remain liable to the owners of such animals (or such person or entities having legitimate ownership rights in such animals) for the first five (5) regular business days (as that term is defined under Minnesota Law).

Until such time as the City properly delivers and impounds an animal at the Contractors' facilities, the City remains liable, and shall not seek damages and/or reimbursement in any form or manner from the Contractors, for injury (including but not limited to death) and/or damages to property caused directly or indirectly by such animal and/or the process of its delivery and impoundment. Notwithstanding anything to the contrary contained herein, upon the proper delivery and impoundment of an animal by the City to the Contractor, the City's liability shall cease with respect to damages or injury (including but not limited to death) to either person(s) or property (excluding the City's continuing liability to owners denoted above), caused directly or indirectly by such animal and/or the

process of its proper delivery and impoundment of such animal by the City, and the Contractors agree to indemnify the City and hold the City harmless from and against any and all claims brought, or actions filed against the City or its agents thereto.

Under no circumstances shall this language be read to increase the limits of liability for the City beyond those limits established under Minnesota Statutes in determining the total amount of liability arising from a cause of action.

The contractor shall maintain in force liability insurance in an amount of not less than \$1,000,000 per occurrence, naming the city as an additional insured. The contractor will provide proof that this policy is in force and effect if requested by the City.

WORKER'S COMPENSATION:

The Contractor certifies it is in compliance with Minnesota Statute §176.181, Subd. 2 pertaining to worker's compensation insurance coverage. The Contractor will not be considered a City employee. Any claims that may arise under the Minnesota Worker's Compensation Act on behalf of Contractor are in no way City's obligation or responsibility.

GOVERNMENT DATA PRACTICES ACT:

The Contractor and City must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by City in accordance with this Contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Contractor in accordance with this Contract. The civil remedies of Minnesota Statute §13.08 apply to the release of data referred to in this clause by either the Contractor or City.

In the event Contractor receives a request to release the data referred to in this clause, the Contractor must immediately notify City. City will give Contractor instructions concerning release of the data to the requesting party before the data is released.

OWNERSHIP OF THE MATERIALS AND INTELLECTUAL PROPERTY RIGHTS:

City will retain ownership of any materials personally owned by City. This Contract will not transfer, modify or change any pre-existing intellectual property rights of any materials of the Contractor or City.

GOVERNING LAW, JURISDICTION, AND VENUE:

This Contract shall be governed by the laws of the State of Minnesota. The venue for all legal proceedings arising out of this Contract, or breach thereof, shall be in the State Court with competent jurisdiction in Waseca County, Minnesota.

AMENDMENTS:

Any amendments to this Contract shall be in writing executed by the same parties who executed the original Contract, or their successors in office.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

WITNESSES

CITY OF WASECA

By: _____
Carl Sonnenberg, City Manager
City of Waseca
Waseca, MN 56093

CONTRACTOR

By: _____
Tristan Hoy
Waseca, MN 56093



CITY OF WASECA

Request for City Council Action

Title:	WASECA AIRPORT 4-UNIT HANGAR PROJECT (CITY PROJECT NO. 2021-19): 1. RESOLUTION NO. 23-55: AUTHORIZE EXECUTION OF STATE GRANT AGREEMENT NO. 1055211 2. RESOLUTION NO. 23-56: AUTHORIZE EXECUTION OF STATE GRANT AGREEMENT NO. 1055245 3. RESOLUTION NO. 23-53: APPROVE CHANGE ORDER NO. 1 AND AUTHORIZE EXECUTION OF THE PROJECT CONTRACT (BASE BID ONLY)		
Meeting Date:	November 8, 2023	Agenda Item Number:	7A
Actions:	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTIONS (3) <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	<ul style="list-style-type: none"> • Resolution No. 23-53 • Resolution No. 23-55 • Resolution No. 23-56 • State Grant Agreement No. 1055211 • State Grant Agreement No. 1055245 • Change Order No. 1 • Resolution No. 23-15
Originating Department:	Engineering	Presented By:	City Engineer
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed actions: 1. Approve Resolution No. 23-55 authorizing execution of State Grant Agreement No. 1055211. 2. Approve Resolution No. 23-56 authorizing execution of State Grant Agreement No. 1055245. 3. Approve Resolution No. 23-53 authorizing approval of Change Order No. 1 and execution of a contract awarding the project (base bid only) to APX Construction Group LLC.		

BACKGROUND: On April 18, 2023, by Resolution No. 23-15 (attached), staff reported bids and City Council awarded the contract (base bid only) for the Waseca Airport 4-Unit Hangar Project (City Project No. 2021-19) to APX Construction Group LLC contingent on receipt of Federal and State grant agreements. The Federal grant agreements were approved by City Council on September 5, 2023, and the State grant agreements were received by staff on October 27, 2023. Therefore, authorization to execute the State grant agreements for this project is being requested.

Furthermore, construction of this project was expected to take place in the fall of 2023. However, due to delay in receiving both the Federal and State grant agreements, project construction has been postponed until the spring of 2024. Because of this construction delay, APX has indicated that a total of \$45,695.63 in material cost increases will apply (see Change Order No. 1). This, and any other, cost increase will be subject to grant amendments at the time of project closeout with the airport expected to be responsible for a 5-10% match. APX also indicated that their metal building supplier will implement a price increase on November 10th for an estimated additional \$20,000. Therefore, to avoid the additional \$20,000 price increase, approval of Change Order No. 1 and

authorization to execute the project contract is also being requested. If approved, Resolution No. 23-53 will supersede Resolution No. 23-15.

At their meeting on October 31st, the Airport Board recommended by a voted of 4 to 0 to approve Change Order No. 1 and execute the project contract and State grant agreements.

BUDGET IMPACT: With the \$45,695.63 cost increase, total project cost is estimated to be \$1,579,000 with the Airport's share of the project cost estimated at \$79,000. The breakdown of the revised total estimated project construction and engineering costs 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	\$323,700	\$22,300	\$346,000
State (5% AIP match + 5% BIL match)	\$74,000	\$5,000	\$79,000
Waseca Airport (5% AIP match + 5% BIL match)	\$74,000	\$5,000	\$79,000
Totals:	\$1,479,700	\$99,300	\$1,579,000

RECOMMENDATION: Staff recommends City Council approve the following:

1. Resolution No. 23-55 authorizing execution of State Grant Agreement No. 1055211.
2. Resolution No. 23-56 authorizing execution of State Grant Agreement No. 1055245.
3. Resolution No. 23-53 authorizing approval of Change Order No. 1 and execution of a contract awarding the project (base bid only) to APX Construction Group LLC.

RESOLUTION NO. 23-53

**APPROVING CHANGE ORDER NO. 1 AND 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; and

WHEREAS, due to an unexpected delay in receiving Federal and State grant agreements, project construction has been postponed until the spring of 2024, resulting in material cost increases totaling \$45,695.63 (Change Order No. 1); and

WHEREAS, Resolution No. 23-15 is superseded by approval of this resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Waseca that the Director of Engineering is hereby authorized to approve Change Order No. 1 and execute a contract with APX Construction Group LLC accepting their Base Bid and rejecting all three (3) Alternate Bids for construction of the Waseca Municipal Airport 4-Unit Hangar Project (City Project No. 2021-19).

Adopted this 8th day of November 2023.

RANDY L. ZIMMERMAN
MAYOR

ATTEST:

JULIA HALL
CITY CLERK

RESOLUTION 23-55

**AUTHORIZATION TO EXECUTE A
MINNESOTA DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT FOR THE WASECA AIRPORT 4-
UNIT HANGAR PROJECT (CITY PROJECT NO. 2021-19)**

It is resolved by the **City of Waseca** as follows:

1. That the state of Minnesota Agreement No. **1055211**,
"Grant Agreement for Airport Improvement," for
State Project No. **A8101-35** at the **Waseca Municipal Airport** is accepted.
2. That the Mayor and City Manager are
authorized to execute this Agreement and any amendments on behalf of the
City of Waseca.

CERTIFICATION

STATE OF MINNESOTA
COUNTY OF WASECA

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the
City Council of the City of Waseca, Minnesota
at an authorized meeting held on the 8th day of November 2023 as shown by the minutes of the
meeting in my possession. _____

Signature: _____
(Julia Hall, City Clerk)

CORPORATE SEAL

/OR/

NOTARY PUBLIC

My Commission Expires: _____

RESOLUTION 23-56

**AUTHORIZATION TO EXECUTE A
MINNESOTA DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT FOR THE WASECA AIRPORT 4-
UNIT HANGAR PROJECT (CITY PROJECT NO. 2021-19)**

It is resolved by the City of Waseca as follows:

1. That the state of Minnesota Agreement No. 1055245,
"Grant Agreement for Airport Improvement," for
State Project No. A8101-36 at the Waseca Municipal Airport is accepted.
2. That the Mayor and City Manager are
authorized to execute this Agreement and any amendments on behalf of the
City of Waseca.

CERTIFICATION

STATE OF MINNESOTA
COUNTY OF WASECA

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the
City Council of the City of Waseca, Minnesota
at an authorized meeting held on the 8th day of November 2023 as shown by the minutes of the
meeting in my possession. _____

Signature: _____
(Julia Hall, City Clerk)

CORPORATE SEAL

/OR/

NOTARY PUBLIC

My Commission Expires: _____

**STATE OF MINNESOTA
STATE AIRPORTS FUND
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and the **City of Waseca** ("Grantee").

RECITALS

1. Minnesota Statutes Chapter 360 authorizes State to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, marketing, maintenance, or operation of airports and other air navigation facilities.
2. Grantee owns, operates, controls, or desires to own an airport ("Airport") in the state system, and Grantee desires financial assistance from the State for an airport improvement project ("Project").
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat.§16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS

1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits

- 1.1 **Effective Date.** This agreement will be effective on August 14, 2023, or the date the State obtains all required signatures under [Minn. Stat.§16B.98](#), Subd. 5, whichever is later. As required by [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on December 31, 2028, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.
- 1.4 **Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project **SP A8101-35**, which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
- 1.5 **Exhibits: Exhibit 'A' – City of Waseca Grant Request Letter; Exhibit 'B' – Credit Application**

2 Grantee's Duties

- 2.1 Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State's Office of Aeronautics. Any changes to the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Grantee and the State. Subject to the availability of funds, the State may prepare an amendment to this Agreement to reimburse the Grantee for the allowable costs of qualifying change orders.
- 2.2 If the Project involves construction, Grantee will designate a registered engineer to oversee the Project work. If, with the State's approval, the Grantee elects not to have such services performed by a registered engineer, then the Grantee will designate another responsible person to oversee such work.
- 2.3 Grantee will notify State's Authorized Representative in advance of any meetings taking place relating to the Project.
- 2.4 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat.§16B.97](#), Subd. 4 (a) (1).



- 2.5 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 2.6 **Airport Operations, Maintenance, and Conveyance.** Pursuant to Minnesota Statutes Section 360.305, subdivision 4 (d) (1), the Grantee will operate the Airport as a licensed, municipally-owned public airport at all times of the year for a period of **20 years** from the date the Grantee receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only. Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the airport or in any real or personal property that is purchased or improved with State funds. If the State approves such a transfer or change in use, the Grantee must comply with such conditions and restrictions as the State may place on such approval. The obligations imposed by this clause survive the expiration or termination of this Agreement.

3 Time

- 3.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

4 Cost and Payment

- 4.1 **Cost Participation.** Costs for the Project will be proportionate and allocated as follows:

<u>Item Description</u>	<u>Federal Share</u>	<u>State Share</u>	<u>Grantee Share</u>
Construct New 4 Unit T-Hangar (AIP \$1,196,530.00)	90.00%	5.0%	5.0%
Federal Committed:	\$ 1,076,877.00		
State:	\$ 59,826.00		
Grantee:	\$ 59,827.00		

Federal funds are not committed and are only available after being made so by the U.S. Government. Federal funds for the Project will be received and disbursed by the State. In the event federal reimbursement becomes available or is increased for the Project, the State will be entitled to recover from such federal funds an amount not to exceed the state funds advanced for this Project. No more than 95% of the amount due under this Agreement will be paid by the State until the State determines that the Grantee has complied with all terms of this Agreement and furnished all necessary records.

- 4.2 **Travel Expenses.** No travel Expenses are authorized for this project. The Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state at the current Minnesota Department of Transportation Reimbursement Rates for Travel Expenses.
- 4.3 **Sufficiency of Funds.** Pursuant to Minnesota Rules 8800.2500, the Grantee certifies that (1) it presently has available sufficient unencumbered funds to pay its share of the Project; (2) the Project will be completed without undue delay; and (3) the Grantee has the legal authority to engage in the Project as proposed.
- 4.4 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed **\$ 59,826.00.**



4.5 Payment

4.5.1 **Invoices.** Grantee will submit invoices for payment by Credit Application, Exhibit 'B', which is attached and incorporated into this agreement and can also be found at <http://www.dot.state.mn.us/aero/airportdevelopment/documents/creditappinteractive.pdf>, is the form grantee will use to submit invoices. The State's Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule:

As work progresses on a monthly schedule.

4.5.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

4.5.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.

4.5.4 **Grantee Payment Requirements.** Grantee must pay all contractors under this agreement promptly. Grantee will make undisputed payments no later than 30 days after receiving an invoice. If an invoice is incorrect, defective, or otherwise improper, Grantee will notify the contractor within ten days of discovering the error. After Grantee receives the corrected invoice, Grantee will pay the contractor within 30 days of receipt of such invoice.

4.5.5 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.

4.5.5.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided notice prior to any monitoring visit or financial reconciliation.

4.5.5.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.

4.5.5.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

4.5.6 **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

4.5.7 **Closeout Deliverables.** At the close of the Project, the Grantee must provide the following deliverables to the State before the final payment due under this Agreement will be released by the State: (1) Electronic files of construction plans as a PDF and in a MicroStation compatible format; and (2) Electronic files of as-builts as a PDF and in a MicroStation compatible format. (3) Electronic files of planning documents (Airport Layout Plans – ALP) and Airport Zoning as a PDF and in a MicroStation compatible format and in GIS.

4.6 **Contracting and Bidding Requirements.** Prior to publication, Grantee will submit to State all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to State all contracts and subcontracts funded by this agreement between Grantee and third parties. State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within ten business days.



5 Conditions of Payment

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

6 Authorized Representatives

6.1 The State's Authorized Representative are:

Luke Bourassa, South Region Airports Engineer; (luke.bourassa@state.mn.us) (651)508-0448 and/or **Brian Conklin**, Regional Airport Specialist Sr.; (brian.conklin@state.mn.us) (651)252-7658, or his successor.

State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Nathan Willey; Director of Engineering (507) 835-9716

NateW@ci.waseca.mn.us

City of Waseca

508 South State Street

Waseca, MN 56093

If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Agreement Complete

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

7.2 **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office. Notwithstanding the foregoing, when FAA issues a Letter Amendment on a federal grant agreement that results in an increase in federal funds beyond the total amount in this grant agreement (i.e., federal amendment), MnDOT's receipt of the Letter Amendment from FAA has the effect of amending the total amount in this grant agreement.

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

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

7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

8 Liability

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



9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10 Government Data Practices and Intellectual Property Rights

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

10.2 Intellectual Property Rights.

10.2.1 Intellectual Property Rights. State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this agreement. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this agreement. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Grantee, its employees, agents or subcontractors, in the performance of this agreement. The Documents will be the exclusive property of State, and Grantee upon completion or cancellation of this agreement must immediately return all such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." Grantee assigns all right, title and interest it may have in the Works and the Documents to State. Grantee must, at the request of State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

10.2.2 Obligations

10.2.2.1 Notification. Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Grantee, including its employees and subcontractors, in the performance of this agreement, Grantee will immediately give State's Authorized Representative written notice thereof and must promptly furnish State's Authorized Representative with complete information and/or disclosure thereon.

10.2.2.2 Representation. Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless State, at Grantee's expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in Grantee's or State's opinion is likely to arise, Grantee must, at State's discretion, either procure for State the right or license to use the intellectual



property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

11 **Workers Compensation**

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

12 **Publicity and Endorsement**

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

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

13 **Governing Law, Jurisdiction, and Venue**

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

14 **Termination; Suspension**

14.1 **Termination by the State.** The State may terminate this agreement at any time, with or without cause, upon written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

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

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

14.3.1 It does not obtain funding from the Minnesota Legislature; or

14.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 **Suspension.** The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.



15 **Data Disclosure**

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

16 **Fund Use Prohibited.** The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project. For a list of disqualified or debarred vendors, see www.mmd.admin.state.mn.us/debarredreport.asp.

17 **Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

18 **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

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

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



Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

21 Additional Provisions
[Intentionally left blank.]

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15 and § 16C.05.

Signed: _____

Date: _____

SWIFT Contract/PO No(s). _____

GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____



May 1, 2023

Mr. Luke Bourassa
South Region Engineer
MnDOT Office of Aeronautics
222 East Plato Boulevard
St. Paul, MN 55107

SP A8101-35 AIP 3-27-0109-018-2023

Contract # 1055211

Re: Request for Grant Agreements
 Waseca Municipal Airport (ACQ)
 4-Unit Hangar Project – Construction Phase

Dear Mr. Bourassa:

The City of Waseca hereby requests Grant Agreements for federal and state funding for the 4-Unit Hangar Project – Construction Phase at the Waseca Municipal Airport. Total project cost is \$1,534,013.00 as shown on the attached Project Cost Summary, and as described below:

Federal Airport Improvement Program (AIP) funding for fiscal year 2023 is requested in the amount of \$1,076,877.00 for 90% of the eligible work. Federal Airport Infrastructure Grant (AIG) funding for fiscal year 2023 is requested in the amount of \$303,735.00 for 90% of the eligible work. State funding for state fiscal year 2024 is requested in the amount of \$59,826.00 for a 5% state funding match on federally eligible AIP portions of the Project. The remainder will be funded with local funds in the amount of \$93,575.00.

The Waseca City Council authorized a Professional Services Agreement with TKDA on April 18, 2023, for construction phase engineering services associated with the Project, contingent on the receipt of federal funding. The total engineering cost in the amount of \$99,300.00 includes Construction Phase Engineering and Grant Closeout Services associated with the Project. The City performed a cost/price analysis and found the fees to be allowable, allocable, and reasonable.

On February 28, 2023, the City opened bids on the project, at which time 4 bids were received. The base bids vary by 32% from low to high, and the low base bid was 5% above the Engineer’s Estimate. The construction base bid associated with the Project is \$1,433,713.07. A contract will be awarded to the apparent low bidder, APX Construction Group LLC, contingent upon the receipt of federal funding.

The City of Waseca has included \$1,000.00 for administration expenses as part of this request. Administrative expenses include advertising for bids and miscellaneous administrative expenses.

Thank you for your consideration. If you have any questions concerning this request, please contact me at (507) 835-9716.

Respectfully,

Nathan Willey, P.E.
Director of Engineering

Copies to: Benjamin Garrow, FAA
 John Peterson, TKDA

See attached cost splits with funding rates

Airport: Waseca Municipal - Maynard Stensrud Field
 Sponsor: City of Waseca
 DUNS/SAM: MZFLS3U7M2W7
 State Project: A8101-35
 State Agreement #: 1055211
 AIP Project: 3-27-0109-018-2023
 Description: Construct/Modify/Improve/Rehabilitate Hangar
 Version: 5/1/2023

Construction	Description		Overall Project	Total	Funding Rates		Federal	State	Local
					Federal	State			
	Hangar Building Construction	AIP	\$1,433,713	\$ 1,118,296.14	90%	5%	\$ 1,006,466.53	\$ 55,914.81	\$ 55,914.81
	Hangar Building Construction	AIG		\$ 315,416.86			\$ 283,875.17	\$ 15,770.84	\$ 15,770.84
	CONSTRUCTION SUBTOTAL			\$ 1,433,713.00			\$ 1,290,341.70	\$ 71,685.65	\$ 71,685.65
Engineering	Description			Total	Federal	State	Federal	State	Local
	TKDA Engineering -Formulation, Bidding, Construction, & Closeout	AIP	\$ 99,300.00	\$ 77,454.00	90%	5%	\$ 69,708.60	\$ 3,872.70	\$ 3,872.70
	TKDA Engineering -Formulation, Bidding, Construction, & Closeout	AIG		\$ 21,846.00	90%	5%	\$ 19,661.40	\$ 1,092.30	\$ 1,092.30
					90%	5%	\$ -	\$ -	\$ -
					0%	70%	\$ -	\$ -	\$ -
	ENGINEERING SUBTOTAL			\$ 99,300.00			\$ 89,370.00	\$ 4,965.00	\$ 4,965.00
Administration	Description			Total	Federal	State	Federal	State	Local
	City Administration	AIP	\$ 1,000.00	\$ 780.00	90%	5%	\$ 702.00	\$ 39.00	\$ 39.00
	City Administration	AIG		\$ 220.00	90%	5%	\$ 198.00	\$ 11.00	\$ 11.00
	ADMINISTRATION SUBTOTAL			\$ 1,000.00			\$ 900.00	\$ 50.00	\$ 50.00
	Total (before adjustments)			\$ 1,534,013.00			\$ 1,380,611.70	\$ 76,700.65	\$ 76,700.65
							\$ 1,380,611.70	\$ 76,700.65	\$ 76,700.65
	Total AIP			\$ 1,196,530.14			\$ 1,076,877.13	\$ 59,826.51	\$ 59,826.51
	Total AIG			\$ 337,482.86			\$ 303,734.57	\$ 16,874.14	\$ 16,874.14
	Total (FFY23)						\$ 1,380,612.00	\$ 76,700.00	\$ 76,701.00
				\$ -			\$ -	\$ -	\$ -
	Grant Amounts			\$ 1,534,013.01			\$ 1,380,611.00	\$ 76,701.00	\$ 76,701.01
	Overall Share Percentages						90.00%	5.00%	5.00%

MINNESOTA DEPARTMENT OF TRANSPORTATION
 OFFICE OF AERONAUTICS
 222 EAST PLATO BOULEVARD
 ST. PAUL, MINNESOTA 55107-1618
 TELEPHONE NUMBER: (651) 234-7200

Airport Name

State Project No.

Federal Project No.

Mn/DOT Agreement No.

CREDIT APPLICATION

TO THE DIRECTOR, OFFICE OF AERONAUTICS:

Itemized statement of cash expenditures for which credit is claimed:

For period beginning , 20; ending , 20.

Warrant Number	Date Issued	Name or Description	Unit	Rate	Total Time or Quantity	Amount
						\$0.00
						\$0.00
						\$0.00
						\$0.00
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						\$0.00
						\$0.00
						\$0.00
						\$0.00
Total Expenditures						\$0.00

*FINAL
 PARTIAL (CHOOSE ONE)

NOTE: PLEASE SEPARATE ENGINEERING COSTS FROM OTHER COSTS.

Municipality

By

Title

*FOR ALL ITEMS INCLUDED IN THIS AGREEMENT

Exhibit "B" (cont.)

STATE OF Minnesota

COUNTY OF

, being first duly sworn, deposes and says that he/she is the of the Municipality of , in the County of , State of Minnesota; that he/she has prepared the foregoing Credit Application, knows the contents thereof, that the same is a true and accurate record of disbursements made, and that the same is true of his/her own knowledge; and that this application is made by authority of the municipal council (or board) of said Municipality.

Signature

Subscribed and sworn to before me
this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____



**STATE OF MINNESOTA
STATE AIRPORTS FUND
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and the **City of Waseca** ("Grantee").

RECITALS

1. Minnesota Statutes Chapter 360 authorizes State to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, marketing, maintenance, or operation of airports and other air navigation facilities.
2. Grantee owns, operates, controls, or desires to own an airport ("Airport") in the state system, and Grantee desires financial assistance from the State for an airport improvement project ("Project").
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat.§16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS

1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits

- 1.1 **Effective Date.** This agreement will be effective on August 14, 2023, or the date the State obtains all required signatures under [Minn. Stat.§16B.98](#), Subd. 5, whichever is later. As required by [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on December 31, 2028, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.
- 1.4 **Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project **SP A8101-36**, which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
- 1.5 **Exhibits: Exhibit 'A' – City of Waseca Grant Request Letter; Exhibit 'B' – Credit Application**

2 Grantee's Duties

- 2.1 Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State's Office of Aeronautics. Any changes to the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Grantee and the State. Subject to the availability of funds, the State may prepare an amendment to this Agreement to reimburse the Grantee for the allowable costs of qualifying change orders.
- 2.2 If the Project involves construction, Grantee will designate a registered engineer to oversee the Project work. If, with the State's approval, the Grantee elects not to have such services performed by a registered engineer, then the Grantee will designate another responsible person to oversee such work.
- 2.3 Grantee will notify State's Authorized Representative in advance of any meetings taking place relating to the Project.
- 2.4 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat.§16B.97](#), Subd. 4 (a) (1).



- 2.5 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 2.6 **Airport Operations, Maintenance, and Conveyance.** Pursuant to Minnesota Statutes Section 360.305, subdivision 4 (d) (1), the Grantee will operate the Airport as a licensed, municipally-owned public airport at all times of the year for a period of **20 years** from the date the Grantee receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only. Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the airport or in any real or personal property that is purchased or improved with State funds. If the State approves such a transfer or change in use, the Grantee must comply with such conditions and restrictions as the State may place on such approval. The obligations imposed by this clause survive the expiration or termination of this Agreement.

3 Time

- 3.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

4 Cost and Payment

- 4.1 **Cost Participation.** Costs for the Project will be proportionate and allocated as follows:

<u>Item Description</u>	<u>Federal Share</u>	<u>State Share</u>	<u>Grantee Share</u>
Construct New 4 Unit T-Hangar (AIG \$ 337,483.00)	90.00%	5.0%	5.0%
Federal Committed:	\$ 303,735.00		
State:	\$ 16,874.00		
Grantee:	\$ 16,874.00		

Federal funds are not committed and are only available after being made so by the U.S. Government. Federal funds for the Project will be received and disbursed by the State. In the event federal reimbursement becomes available or is increased for the Project, the State will be entitled to recover from such federal funds an amount not to exceed the state funds advanced for this Project. No more than 95% of the amount due under this Agreement will be paid by the State until the State determines that the Grantee has complied with all terms of this Agreement and furnished all necessary records.

- 4.2 **Travel Expenses.** No travel Expenses are authorized for this project. The Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state at the current Minnesota Department of Transportation Reimbursement Rates for Travel Expenses.
- 4.3 **Sufficiency of Funds.** Pursuant to Minnesota Rules 8800.2500, the Grantee certifies that (1) it presently has available sufficient unencumbered funds to pay its share of the Project; (2) the Project will be completed without undue delay; and (3) the Grantee has the legal authority to engage in the Project as proposed.
- 4.4 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed \$ **16,874.00**.



4.5 Payment

4.5.1 **Invoices.** Grantee will submit invoices for payment by Credit Application, Exhibit 'B', which is attached and incorporated into this agreement and can also be found at <http://www.dot.state.mn.us/aero/airportdevelopment/documents/creditappinteractive.pdf>, is the form grantee will use to submit invoices. The State's Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule:

As work progresses on a monthly schedule.

4.5.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

4.5.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.

4.5.4 **Grantee Payment Requirements.** Grantee must pay all contractors under this agreement promptly. Grantee will make undisputed payments no later than 30 days after receiving an invoice. If an invoice is incorrect, defective, or otherwise improper, Grantee will notify the contractor within ten days of discovering the error. After Grantee receives the corrected invoice, Grantee will pay the contractor within 30 days of receipt of such invoice.

4.5.5 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.

4.5.5.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided notice prior to any monitoring visit or financial reconciliation.

4.5.5.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.

4.5.5.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

4.5.6 **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

4.5.7 **Closeout Deliverables.** At the close of the Project, the Grantee must provide the following deliverables to the State before the final payment due under this Agreement will be released by the State: (1) Electronic files of construction plans as a PDF and in a MicroStation compatible format; and (2) Electronic files of as-builts as a PDF and in a MicroStation compatible format. (3) Electronic files of planning documents (Airport Layout Plans – ALP) and Airport Zoning as a PDF and in a MicroStation compatible format and in GIS.

4.6 **Contracting and Bidding Requirements.** Prior to publication, Grantee will submit to State all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to State all contracts and subcontracts funded by this agreement between Grantee and third parties. State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within ten business days.



5 Conditions of Payment

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

6 Authorized Representatives

6.1 The State's Authorized Representative are:

Luke Bourassa, South Region Airports Engineer; (luke.bourassa@state.mn.us) (651)508-0448 and/or **Brian Conklin**, Regional Airport Specialist Sr.; (brian.conklin@state.mn.us) (651)252-7658, or his successor.

State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Nathan Willey; Director of Engineering (507) 835-9716

NateW@ci.waseca.mn.us

City of Waseca

508 South State Street

Waseca, MN 56093

If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Agreement Complete

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

7.2 **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office. Notwithstanding the foregoing, when FAA issues a Letter Amendment on a federal grant agreement that results in an increase in federal funds beyond the total amount in this grant agreement (i.e., federal amendment), MnDOT's receipt of the Letter Amendment from FAA has the effect of amending the total amount in this grant agreement.

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

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

7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

8 Liability

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



9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10 Government Data Practices and Intellectual Property Rights

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

10.2 Intellectual Property Rights.

10.2.1 Intellectual Property Rights. State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this agreement. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this agreement. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Grantee, its employees, agents or subcontractors, in the performance of this agreement. The Documents will be the exclusive property of State, and Grantee upon completion or cancellation of this agreement must immediately return all such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." Grantee assigns all right, title and interest it may have in the Works and the Documents to State. Grantee must, at the request of State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

10.2.2 Obligations

10.2.2.1 Notification. Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Grantee, including its employees and subcontractors, in the performance of this agreement, Grantee will immediately give State's Authorized Representative written notice thereof and must promptly furnish State's Authorized Representative with complete information and/or disclosure thereon.

10.2.2.2 Representation. Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless State, at Grantee's expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in Grantee's or State's opinion is likely to arise, Grantee must, at State's discretion, either procure for State the right or license to use the intellectual



property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

11 **Workers Compensation**

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

12 **Publicity and Endorsement**

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

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

13 **Governing Law, Jurisdiction, and Venue**

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

14 **Termination; Suspension**

14.1 **Termination by the State.** The State may terminate this agreement at any time, with or without cause, upon written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

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

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

14.3.1 It does not obtain funding from the Minnesota Legislature; or

14.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 **Suspension.** The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.



15 Data Disclosure

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

16 **Fund Use Prohibited.** The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project. For a list of disqualified or debarred vendors, see www.mmd.admin.state.mn.us/debarredreport.asp.

17 **Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

18 **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

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

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



Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

21 Additional Provisions

[Intentionally left blank.]

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15 and § 16C.05.

Signed: _____

Date: _____

SWIFT Contract/PO No(s). _____

GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____



May 1, 2023

Mr. Luke Bourassa
South Region Engineer
MnDOT Office of Aeronautics
222 East Plato Boulevard
St. Paul, MN 55107

SP A8101-36 AIG 3-27-0109-019-2023

Contract #1055245

Re: Request for Grant Agreements
 Waseca Municipal Airport (ACQ)
 4-Unit Hangar Project – Construction Phase

Dear Mr. Bourassa:

The City of Waseca hereby requests Grant Agreements for federal and state funding for the 4-Unit Hangar Project – Construction Phase at the Waseca Municipal Airport. Total project cost is \$1,534,013.00 as shown on the attached Project Cost Summary, and as described below:

Federal Airport Improvement Program (AIP) funding for fiscal year 2023 is requested in the amount of \$1,076,877.00 for 90% of the eligible work. Federal Airport Infrastructure Grant (AIG) funding for fiscal year 2023 is requested in the amount of \$303,735.00 for 90% of the eligible work. State funding for state fiscal year 2024 is requested in the amount of \$59,826.00 for a 5% state funding match on federally eligible AIP portions of the Project. The remainder will be funded with local funds in the amount of \$93,575.00.

The Waseca City Council authorized a Professional Services Agreement with TKDA on April 18, 2023, for construction phase engineering services associated with the Project, contingent on the receipt of federal funding. The total engineering cost in the amount of \$99,300.00 includes Construction Phase Engineering and Grant Closeout Services associated with the Project. The City performed a cost/price analysis and found the fees to be allowable, allocable, and reasonable.

On February 28, 2023, the City opened bids on the project, at which time 4 bids were received. The base bids vary by 32% from low to high, and the low base bid was 5% above the Engineer's Estimate. The construction base bid associated with the Project is \$1,433,713.07. A contract will be awarded to the apparent low bidder, APX Construction Group LLC, contingent upon the receipt of federal funding.

The City of Waseca has included \$1,000.00 for administration expenses as part of this request. Administrative expenses include advertising for bids and miscellaneous administrative expenses.

Thank you for your consideration. If you have any questions concerning this request, please contact me at (507) 835-9716.

Respectfully,

Nathan Willey, P.E.
Director of Engineering

See Attached Cost Splits for actual splits & funding rates.

Copies to: Benjamin Garrow, FAA
 John Peterson, TKDA

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

Airport: Waseca Municipal - Maynard Stensrud Field
 Sponsor: City of Waseca
 DUNS/SAM: MZFLS3U7M2W7
 State Project: A8101-36
 State Agreement #: 1055245
 AIP Project: 3-27-0109-019-2023
 Description: Construct/Modify/Improve/Rehabilitate Hangar
 Version: 5/1/2023

Construction	Description			Overall Project	Total	Funding Rates		Federal	State	Local
						Federal	State			
	Hangar Building Construction	AIP	(78%)	\$1,433,713	\$ 1,118,296.14	90%	5%	\$ 1,006,466.53	\$ 55,914.81	\$ 55,914.81
	Hangar Building Construction	AIG	(22%)		\$ 315,416.86			\$ 283,875.17	\$ 15,770.84	\$ 15,770.84
	CONSTRUCTION SUBTOTAL				\$ 1,433,713.00			\$ 1,290,341.70	\$ 71,685.65	\$ 71,685.65
Engineering	Description				Total	Federal	State	Federal	State	Local
	TKDA Engineering -Formulation, Bidding, Construction, & Closeout	AIP	(78%)	\$ 99,300.00	\$ 77,454.00	90%	5%	\$ 69,708.60	\$ 3,872.70	\$ 3,872.70
	TKDA Engineering -Formulation, Bidding, Construction, & Closeout	AIG	(22%)		\$ 21,846.00	90%	5%	\$ 19,661.40	\$ 1,092.30	\$ 1,092.30
						90%	5%	\$ -	\$ -	\$ -
						0%	70%	\$ -	\$ -	\$ -
						90%	5%	\$ -	\$ -	\$ -
	ENGINEERING SUBTOTAL				\$ 99,300.00			\$ 89,370.00	\$ 4,965.00	\$ 4,965.00
Administration	Description				Total	Federal	State	Federal	State	Local
	City Administration	AIP	(78%)	\$ 1,000.00	\$ 780.00	90%	5%	\$ 702.00	\$ 39.00	\$ 39.00
	City Administration	AIG	(22%)		\$ 220.00	90%	5%	\$ 198.00	\$ 11.00	\$ 11.00
						90%	5%	\$ -	\$ -	\$ -
	ADMINISTRATION SUBTOTAL				\$ 1,000.00			\$ 900.00	\$ 50.00	\$ 50.00
	Total (before adjustments)			\$1,534,013.00	\$ 1,534,013.00			\$ 1,380,611.70	\$ 76,700.65	\$ 76,700.65
								\$ 1,380,611.70	\$ 76,700.65	\$ 76,700.65
	Total AIP				\$ 1,196,530.14			\$ 1,076,877.13	\$ 59,826.51	\$ 59,826.51
	Total AIG				\$ 337,482.86			\$ 303,734.57	\$ 16,874.14	\$ 16,874.14
	Total (FFY23)							\$ 303,735.00	\$ 16,874.00	\$ 16,874.00
								\$ 1,380,612.00	\$ 76,700.00	\$ 76,701.00
								\$ -	\$ -	\$ -
	Grant Amounts				\$ 1,534,013.01			\$ 1,380,611.00	\$ 76,701.00	\$ 76,701.01
	Overall Share Percentages							90.00%	5.00%	5.00%

Exhibit "B" (cont.)

STATE OF Minnesota

COUNTY OF

, being first duly sworn, deposes and says that he/she is the
 of the Municipality of , in the County
of , State of Minnesota; that he/she has prepared the foregoing Credit Application,
knows the contents thereof, that the same is a true and accurate record of disbursements made, and that the same is true of his/her own
knowledge; and that this application is made by authority of the municipal council (or board) of said Municipality.

Signature

Subscribed and sworn to before me
this _____ day of _____, 20_____.

NOTARY PUBLIC

My Commission Expires:_____

Change Order

Owner: City of Waseca, Minnesota

Project: 2023 4-Unit Hangar

Change Order No.: 1

Airport: Waseca Municipal Airport [ACQ]

Date of Issuance: November 8, 2023

Owner Contract No.: N/A

Contract Date: November 8, 2023

Contractor is directed to make the following changes in this Contract as described on the attached page(s)

Not valid until signed by the Owner. Signature of the Contractor indicates agreement herewith, including any adjustment in the Contract Sum or Contract Time.

Original Contract Sum:	\$1,433,713.07
Unit Price Adjustments Previously Approved:	\$0
Net Change by Previously Authorized Change Orders:	\$0
Contract Sum prior to this Change Order:	\$1,433,713.07
Amount of this Change Order: (Increased)	\$45,695.63
 New Contract Sum including this Change Order:	 \$1,479,408.70
 Contract Time will be: (Unchanged)	 165 calendar days from Start of Construction
 The Date of Substantial Completion as of the Date of this Change Order:	 Approximately October 13, 2024

Accepted by Contractor

Company Name: APX Construction Group, LLC

By: _____ Date: _____

Title: _____

Accepted by Consultant

Company Name: TKDA

By: _____ Date: _____

Title: John Peterson, Project Manager

Approved by Owner

By: _____

Title: _____

Date: _____

**WASECA MUNICIPAL AIRPORT
MULTI-UNIT HANGAR PROJECT**

Reason for Change:

Due to the late receipt of the federal and state grant agreements, the contract award was delayed from the original scheduled date of May 2, 2023 until November 8, 2023. As such, due to the 6 month delay, the Contractor has requested additional costs due to increases in material and labor costs that have occurred since the time of the original planned contract award to the time of the actual contract award and anticipated start of construction.

Additionally, due to the late contract award, and oncoming winter weather conditions, it was mutually agreed upon by the Owner, Contractor, and Engineer to delay construction start until the spring of 2024 when favorable weather and site conditions occur. The prices submitted reflect those that will be occurred during that construction period, and no further price increases will be considered by the Owner due to the schedule change. There will be no increase in contractual time of completion, and the start date for construction will occur on a mutually agreed upon date as soon as feasible in the spring of 2024, following the end of spring load restrictions on the haul routes (on or about May 1).

A cost/price analysis was performed by the Engineer, and the requested price increases were found to be fair and reasonable in relation to similar project types and costs occurring during the period. The price increase represents an increase of 3.19% from the time of the scheduled contract award to the actual commencement of construction.

No.	FO/PR	Description:	Add/Deduct	Amount
TOTAL				

Attachments:

Price Increases for 2024 Start (Contractor provided summary of cost increases)

END OF SECTION

Waseca Municipal Airport Hangar - Price Increase for 2024 Start

Status Date: 9/22/2023

<u>Subcontractor and Suppliers</u>	<u>Scope of Work</u>	<u>2024 Start Price Increase</u>	<u>Status</u>
Evenson Concrete System	Concrete	\$ 15,149.00	Price increase for Concrete materials and consumables
Midwest Steel Erectors	Steel Erection	\$ 2,845.00	Price increase for 2024 labor
Midland Doors	Bi-Fold Doors	\$ 6,350.00	Price increase in Bi-fold door frame materials
Block Plumbing	Plumbing	\$ 5,300.00	Material Pricing Increase
Borneke	Earthwork	\$ 7,186.75	Price increase due to spring road restrictions, subgrade excavations, and granular embankment costs
Crane Creek Asphalt	Asphalt	\$ 3,398.90	Material Pricing Increase
Sunram Construction	Retaining Wall	\$ 3,290.00	Labor and Material Increases
	Subtotal	\$ 43,519.65	
	5% Overhead and Profit	\$ 2,175.98	
	Total Increase	\$ 45,695.63	



BID PROPOSAL

PROJECT: WASECA AIRPORT 4-UNIT HANGAR
ATTN: APX CONSTRUCTION

CONTRACT

Contractor agrees to provide all the necessary labor, equipment, and materials in accordance with the attached Project Details, Drawings and additional specifications as may be needed and initiated by the parties and attached hereto. Work shall occur within thirty (30) days after receipt by contractor of all necessary building permits. Any alteration or deviation from the attached details, specifications and drawings which involve additional costs, will become an extra charge over and above the cost of the original agreement. All additional work shall be paid in full at the completion of such work. Contractor cannot be held responsible for any delays that may occur caused by weather or by outside sources by which the contractor has no control over

SCOPE

Base Bid

F6.0: 6' SQ X 12" PAD FOOTING W/ (7) #6 EA. WAY BOT.	3 EA
F9.0: 9'-0" X 5'-0" X 1'-4" PAD FOOTING W/ (10) #6 TRANS.BOT & (6) #6 LONG. BOT.	2 EA
F12.0: 12'-0" X 6'-0" X 1'-4" PAD FOOTING W/ (13) #6 TRANS. BOT. & (7) # 6 LONG. BOT.	3 EA
F5.0: 5' SQ X 12" PAD FOOTING W/ (6) #5 EA WAY BOT.	9 EA
F4.0: 4' SQ X 12" PAD FOOTING W/ #5 EA. WAY. BOT.	4 EA
1'-8" X 12" FOOTING W/ (2) #5 CONT.	710 LF
6" SLAB ON GRADE W/#5 @ 12" O.C.E.W. OVER 15 MIL POLY	9990 SF
8" X 3'-10" STOOP WALL W/#4 12" O.C.E.W.	24 LF
8"X 9'-0" FDW W/#5 @ 12" O.C.	18 LF
8"X 7'-0" FDW W/#5 @ 12" O.C.	15 LF
8"X 5'-0" FDW W/#5 @ 12" O.C.	172 LF
8" X 3'-2" STOOP WALL W/#4 12" O.C.E.W.	24 LF
8"X 5'-8" FDW W/#5 @ 12" O.C.	266 LF
8"X 3'-2" FDW W/#5 @ 12" O.C.	193 LF
6" STOOP SLAB W/#4 EPOXY COATED #4 @ 12" O.C.E.W.	131 SF
P3: 18" X 18" 7'-0" PIER W/ (4) #6 VERTS. & #4 @ 12" O.C & (3) #4 @ 3" O.C. TOP TIES	1 EA
P3: 18" X 18" 5'-0" PIER W/ (4) #6 VERTS. & #4 @ 12" O.C & (3) #4 @ 3" O.C. TOP TIES	2 EA
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6" APRON UNREINFORCED	1212 SF
UNDER SLAB INSULATION 3" THICK 3' WIDE AROUND PERIMETER	2137 SF
FOUNDATION INSULATION	3396 SF
TRENCH DRAIN	81 LF
UNDER SLAB INSULATION 1.0"	9900 SF
TOTAL:	\$338,505.00

SITework

CONCRETE WALK, 4" THICK	1700 SF	\$6.15/SF
CONCRETE VALLEY GUTTER, 3' WIDE	220 LF	\$35.13/SF
6" APRON W/ NO REBAR	1212 SF	\$5.81/SF

PLEASE NOTE - IN ADDITION TO THE STANDARD EXCLUSIONS, TERMS AND CONDITIONS ON PAGE TWO THIS PROPOSAL, THE FOLLOWING APPLY; THE PROPOSAL EXCLUDES, **WINTER CONDITIONS**, WASHOUT PROVISIONS, EARTHWORK, DUMPSTERS, WATER PROOFING, DRAIN TILE, SUB BASE, MASONRY, STONE VENEER, FINISHED SEALERS/ TREATMENTS, CAULKING/ JOINT SEALANTS OF ANY KIND, EQUIPMENT PADS, **DEMO AND REMOVAL**, CURB AND GUTTER, ANCHOR BOLTS, BASE PLATES.

PAYMENT

The Contractor agrees to pay any and all payments according to the payment terms defined on page 2 of this proposal. Should said payment(s) not be made, or if satisfactory arrangements for payment have not been made, the Contractor reserves the right to stop all work until such time as payment is rendered or satisfactory payment arrangements have been made.

LEGAL

Pre-Lien Notice:

(a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

(b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.



BID PROPOSAL

P. 1 OF 2

Date: 9/21/23

PROJECT: WASECA AIRPORT 4-UNIT HANGAR
ATTN: APX CONSTRUCTION

CONTRACT Contractor agrees to provide all the necessary labor, equipment, and materials in accordance with the attached Project Details, Drawings and additional specifications as may be needed and initiated by the parties and attached hereto. Work shall occur within thirty (30) days after receipt by contractor of all necessary building permits. Any alteration or deviation from the attached details, specifications and drawings which involve additional costs, will become an extra charge over and above the cost of the original agreement. All additional work shall be paid in full at the completion of such work. Contractor cannot be held responsible for any delays that may occur caused by weather or by outside sources by which the contractor has no control over

SCOPE	Base Bid		
	F6.0: 6' SQ X 12" PAD FOOTING W/ (7) #6 EA. WAY BOT.		3 EA
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	F4.0: 4' SQ X 12" PAD FOOTING W/ #5 EA. WAY. BOT.		4 EA
	1'-8" X 12" FOOTING W/ (2) #5 CONT.		710 LF
	6" SLAB ON GRADE W/#5 @ 12" O.C.E.W. OVER 15 MIL POLY		9990 SF
	8" X 3'-10" STOOP WALL W/#4 12" O.C.E.W.		24 LF
	8"X 9'-0" FDW W/#5 @ 12" O.C.		18 LF
	8"X 7'-0" FDW W/#5 @ 12" O.C.		15 LF
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	TRENCH DRAIN		81 LF
	UNDER SLAB INSULATION 1.0"		9900 SF
	TOTAL:		\$338,505.00

SITework

CONCRETE WALK, 4" THICK	1700 SF	\$6.15/SF
CONCRETE VALLEY GUTTER, 3' WIDE	220 LF	\$35.13/SF
6" APRON W/ NO REBAR	1212 SF	\$5.81/SF

PRICE INCREASE

ANTICIPATED PRICE INCREASE OF 20% ON CONCRETE AND MISCELLANEOUS MATERIALS	\$1,530.64
SITework PRICE INCREASE	
ANTICIPATED PRICE INCREASE OF 20% ON CONCRETE AND MISCELLANEOUS MATERIALS	\$13,618.36

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September 6, 2023

Waseca Municipal Airport
35493 110th Street
Waseca, MN 56093

Scope of Work:

Labor to unload and shake-out material, and to erect and /or install the following building components of a 9,990 SF pre-engineered metal building:

Structural Iron
Exterior roof panels (Standing Seam)
Exterior Wall panels (AVP)
Exterior trim (includes gutters/downspouts)
Snow guards at two locations
4 - Bi-fold door openings (Backing by others)
4 - Service doors (install included if pre-hung and sized for girt opening)

Also includes temporary guy wires to support structuring during erecting process.

Conditions of Contract:

1. All materials supplied by others
2. All debris removal by others (MSE will clean up our debris and place into your container)
3. Additional mobilization fee will be needed if liner panel is installed at a later date.
4. Sanitary facilities by others
5. Prevailing wages are included in these prices
6. Electrical power to be provided on site by others
7. Electric and Hand seamer by others
8. Steel stud framing and hat channel by others.
11. Framing for louvers / roof boots are excluded
12. Fall arrest system and install not included
13. Bi-fold door install not included
14. Building manufacturer may affect pricing. Pricing will increase with Erect - A- Tube building
10. At this time our schedule reflects our availability as our schedule continues to change. This scheduling issue need to be addressed as project discussions continue.
11. The proposed price is figuring on a level site with a minimum of 20' around the outer perimeter of the structure. It is also figuring on erecting most, if not all, of the structure from the inside with the use of heavy equipment such as Lull forklifts and JLG high lifts which may exceed 26,000 lbs. in weight.



This Proposal is respectfully submitted by Midwest Steel Erectors to provide and furnish tools, equipment, and labor to complete as per mentioned above for the sum of: BASE BID: **\$140,800.00**

Addendum 1 & 2 & 3 acknowledged.

SPRING START ADD: \$2,845.00

- Equipment Rental Yearly Increase - \$1,328.00 (2 months - 4 pieces of equipment)
- Diesel Fuel Surcharge - \$1,517.00 (travel, equipment, and mobilization)
- Assuming prevailing wage rates are similar

Option 1: Second Remobilization ADD \$1,400.00

Option 2: If Building is unloaded prior to erection start ADD \$2,100.00

Option 3: Roof pipe boot install ADD \$75.00/boot.

Option 4: Diaper/Socks kit for equipment ADD \$800.00 (per machine)

Respectfully,
Mitch Rohlfing V.P.
507-317-9972



PROPOSAL

DATE: 2/27/2023

TKDA – Project # 18214.001 / AIP # 3-27-0109-018-2023

ATTN: General Contractor

BUILDING: Waseca Municipal Airport
2023 – 4 Unit Hangar Project
BASE BID – “Bi-Fold Doors”

Receipt of Addendums:

- #1 - Dated: 2/22/2023
- #2 - Dated: 2/22/2023
- #3 - Dated: 2/23/2023

LOCATION: Waseca Municipal Airport
Waseca, MN

Bi-Fold Doors - “Base Bid”:

(4) - 45'-0" x 18'-0"
Clear Opening

21'-4"
Total Height of door

Deliver & Install - Bi-Fold Doors & **Bottom Mount** Operators. (*Sheeting Materials & Install - By others*)

Provide & Install Weather stripping on Bi-fold Door.

Automatic Latching Mechanism on Bifold Door.

Nylon Straps to lift the Bi-fold Doors.

Provide & Install - (4) Total 5100 Series **Walk doors**. 1 per bifold door (*Lockset & Closers – By Others*)

Constant pressure switch on the push buttons.

Warning Horn and Strobe - (1 per door)

(4) Bi-Fold Door **Frames Material** Cost = \$ 83,000.00

(4) Bi-Fold Doors **Install Labor** Cost = \$ 14,450.00

(4) Bi-Fold Doors **Freight** Cost = \$ 1,850.00

(4) Bi-Fold Doors **Materials, Labors & Freight Total Costs: = \$ 99,300.00** (*Base Bid*)

****(Note: Must Include Required - Buy American Waiver with Bid)****

Prices **INCLUDE USE TAX.**

BID ALTERNATES:

****Bi-Fold Door BID – ALTERNATE #1:**

Additional cost to ADD Insulation prep to all (4) Bi-Fold doors to accommodate for insulation.
- (Insulation Materials & Install - **By others**)

Total ADD for Alt. #1 = + \$1,500.00

****Bi-Fold Door BID – ALTERNATE #2:**

Additional cost to ADD liner prep to all (4) Bi-fold doors to accommodate for 8ft tall liner panel.
- (Liner Sheeting Materials & Install - **By others**)

Total ADD for Alt. #2 = + \$2,040.00

****Bi-Fold Door BID – ALTERNATE #3:**

Additional cost to ADD liner prep to all (4) Bi-Fold doors to accommodate for full height liner panel.
- (Liner Sheeting Materials & Install - **By others**)

Total ADD for Alt. #3 = + \$4,068.00

"Base Bid" - Does NOT Include:

Free Standing Header / Support frame, Electrical, Insulation, Exterior sheeting, trims or screws, liner prep, Interior liner panel sheeting, liner trims or screws, wainscoting, cables to lift door, closers & locksets on walk doors, painting walk doors, remote controls, Photo eyes, bottom safety edge, wall mount electrical disconnect, stamped engineered drawing.

Does **NOT** include **Labor to apply**: Insulation, Exterior sheeting, trims or screws, or Interior Liner panel sheeting, liner trims or screws.

Door Notes:

Assumes building/opening is properly prepared/reinforced for Door. **Building supplier supplies -header, jambs, Stub columns...**
Electrical wiring or disconnect & 230 V power **supplied by others**.

****Included with Install:** – (1) Scissor lift, (1) Extend a boom forklift.

****Includes** Prevailing wages.

If Proposal is acceptable, please Sign & Return to the MDS factory
Please allow **(16 to 18) weeks** for delivery from Signed Approval
Unless previous arrangements have been made.

VALID 15 DAYS

X _____ / /
(Signature of Acceptance) (Date)

SUBMITTED BY: Rob Karlgaard



PROPOSAL

DATE: 8/23/2023

TKDA – Project # 18214.001 / AIP # 3-27-0109-018-2023

ATTN: APX Construction

BUILDING: Waseca Municipal Airport
2023 – 4 Unit Hangar Project
BASE BID – “Bi-Fold Doors”

Receipt of Addendums:

- #1 - Dated: 2/22/2023
- #2 - Dated: 2/22/2023
- #3 - Dated: 2/23/2023

LOCATION: Waseca Municipal Airport
Waseca, MN

Bi-Fold Doors - “Base Bid”:

(4) - 45'-0" x 18'-0"
Clear Opening

21'- 4"
Total Height of door

Deliver & Install - Bi-Fold Doors & **Bottom Mount** Operators. (*Sheeting Materials & Install - By others*)
Provide & Install Weather stripping on Bi-fold Door.
Automatic Latching Mechanism on Bifold Door.
Nylon Straps to lift the Bi-fold Doors.
Provide & Install - **(4)** Total 5100 Series **Walk doors**. 1 per bifold door (*Lockset & Closers – By Others*)
 Constant pressure switch on the push buttons.
 Warning Horn and Strobe - (*1 per door*)

(4) Bi-Fold Door Frames	Material	Cost =	\$ 88,200.00
(4) Bi-Fold Doors	Install Labor	Cost =	\$ 15,600.00
(4) Bi-Fold Doors	Freight	Cost =	\$ 1,850.00
(4) Bi-Fold Doors	Materials, Labors & Freight	Total Costs:	= \$ 105,650.00 (<i>Base Bid</i>)

*****(Note: Must Include Required - Buy American Waiver with Bid)*****

Prices **INCLUDE USE TAX.**

BID ALTERNATES:

****Bi-Fold Door BID – ALTERNATE #1:**

Additional cost to ADD Insulation prep to all (4) Bi-Fold doors to accommodate for insulation.
- (Insulation Materials & Install - By others)

Total ADD for Alt. #1 = + \$1,575.00

****Bi-Fold Door BID – ALTERNATE #2:**

Additional cost to ADD liner prep to all (4) Bi-fold doors to accommodate for 8ft tall liner panel.
- (Liner Sheeting Materials & Install - By others)

Total ADD for Alt. #2 = + \$2,140.00

****Bi-Fold Door BID – ALTERNATE #3:**

Additional cost to ADD liner prep to all (4) Bi-Fold doors to accommodate for full height liner panel.
- (Liner Sheeting Materials & Install - By others)

Total ADD for Alt. #3 = + \$4,270.00

"Base Bid" - Does NOT Include:

Free Standing Header / Support frame, Electrical, Insulation, Exterior sheeting, trims or screws, liner prep, Interior liner panel sheeting, liner trims or screws, wainscoting, cables to lift door, closers & locksets on walk doors, painting walk doors, remote controls, Photo eyes, bottom safety edge, wall mount electrical disconnect, stamped engineered drawing.

Does **NOT** include Labor to apply: Insulation, Exterior sheeting, trims or screws, or Interior Liner panel sheeting, liner trims or screws.

Door Notes:

Assumes building/opening is properly prepared/reinforced for Door. Building supplier supplies -header, jambs, Stub columns...
Electrical wiring or disconnect & 230 V power supplied by others.

****Included with Install:** – (1) Scissor lift, (1) Extend a boom forklift.

****Includes** Prevailing wages.

If Proposal is acceptable, please Sign & Return to the MDS factory
Please allow **(32 to 36) weeks** for delivery from Signed Approval
Unless previous arrangements have been made.

VALID 15 DAYS

X _____ / /
(Signature of Acceptance) (Date)

SUBMITTED BY: Rob Karlgaard



PLUMBING & HEATING

614 Rice Lake Street • Owatonna, MN 55060 • (507) 451-9545

Proposal Submitted to:	APX Construction	Date:	February 27, 2023
Street:	Attn Jack	Email:	projects@APXconstructiongroup.com
City, State, Zip:		Phone:	
		Job Name:	4 - Unit Hangar at Waseca Airport
		Place:	35493 110th Street, Waseca

We propose to hereby furnish material and labor – complete in accordance with specifications below, for the sum of: **\$28,690.00**

Payment to be made as follows:

Progressively

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon, strikes, accidents or delay beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman’s Compensation Insurance.

Authorized Signature

*Note this proposal may be withdrawn by us if not accepted within **30** days.

We propose to furnish and install:

- Plumbing and DWV as per plan
- DWV to be PVC

All prices include:

- Materials, labor and sales tax
- Permit

Prices do not include:

- Sewer stub in to building
- Carpentry, masonry or electrical work
- No water or gas supply provided
- Access or hook up fees

Note:

- Work to be done Monday thru Friday, 8:00 am to 4:00 pm

Block Plumbing & Heating

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature: _____

E-MAILED
4:28 9/7/23



PLUMBING & HEATING

614 Rice Lake Street • Owatonna, MN 55060 • (507) 451-9545

Proposal Submitted to:	APX Construction	Date:	September 7, 2023 REVISION
Street:	Attn Matt	Email:	<u>Matt@APXconstructiongroup.com</u>
City, State, Zip:		Phone:	<i>Brack</i>
		Job Name:	4 - Unit Hangar at Waseca Airport
		Place:	35493 110th Street, Waseca

We propose to hereby furnish material and labor – complete in accordance with specifications below, for the sum of: **\$33,990.00**

Payment to be made as follows:

Progressively

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon, strikes, accidents or delay beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature *[Signature]*

*Note this proposal may be withdrawn by us if not accepted within 30 days.

We propose to furnish and install:

- Plumbing and DWV as per plan
- DWV to be PVC

All prices include:

- Materials, labor and sales tax
- Permit and State Plan Review
- Prevailing Wage

Prices do not include:

- Sewer stub in to building
- Carpentry, masonry or electrical work
- No water or gas supply provided
- Access or hook up fees

Note:

- Work to be done Monday thru Friday, 8:00 am to 4:00 pm

Block Plumbing & Heating

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature: _____



Borneke Construction, Inc.

Phone: 507-234-2221 Fax: 507-234-6235

Project: Waseca Airport Hanger- 2024 Cost Mods.

Location: Waseca, MN

Date: 8/30/2023

To: Brad Vos

APX Construction Group
brad@apxconstructiongroup.com
 507-381-0859

Submitted By: Kyle Skoglund

Borneke Construction, Inc.

P (507) 838-6363

kyle.skoglund@bornekeconstruction.com

Updated 8/30/23

			2023 Quote	2024 Unit Price	2024 Quote w/Anticipated Costs Increase after Road Restrictions	2024 Road Restriction Unit Price	2024 Spring Start with Road Restrictions	
<u>BASE BID:</u>	QTY	Unit	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1 Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00
2 Haul Routes	1	LS	\$ 3,750.00	\$ 3,750.00	\$ 3,950.00	\$ 3,950.00	\$ 3,950.00	\$ 3,950.00
3 Remove Asphalt Pavement	55	SY	\$ 15.00	\$ 825.00	\$ 16.50	\$ 907.50	\$ 16.50	\$ 907.50
4 Common Excavation	475	CY	\$ 9.00	\$ 4,275.00	\$ 9.00	\$ 4,275.00	\$ 9.00	\$ 4,275.00
5 Subgrade Excavation	3000	CY	\$ 9.00	\$ 27,000.00	\$ 9.00	\$ 27,000.00	\$ 12.00	\$ 36,000.00
6 Granular Enbankment	3500	CY	\$ 20.00	\$ 70,000.00	\$ 21.40	\$ 74,900.00	\$ 24.00	\$ 84,000.00
7 Water	80	MGAL	\$ 38.00	\$ 3,040.00	\$ 39.75	\$ 3,180.00	\$ 39.75	\$ 3,180.00
8 Topsoil Placement 6" Depth	2880	SY	\$ 0.75	\$ 2,160.00	\$ 0.75	\$ 2,160.00	\$ 0.75	\$ 2,160.00
9 Apron Inlet Protection	4	EA	\$ 150.00	\$ 600.00	\$ 160.00	\$ 640.00	\$ 160.00	\$ 640.00
10 Sediment Control Log	60	LF	\$ 3.25	\$ 195.00	\$ 3.40	\$ 204.00	\$ 3.40	\$ 204.00
11 Rip-Rap Class II	7	CY	\$ 95.00	\$ 665.00	\$ 95.00	\$ 665.00	\$ 95.00	\$ 665.00
12 4" of Aggregate Base	220	SY	\$ 12.00	\$ 2,640.00	\$ 12.75	\$ 2,805.00	\$ 12.75	\$ 2,805.00
13 6" of Aggregate Base	1067	SY	\$ 15.00	\$ 16,005.00	\$ 15.75	\$ 16,805.25	\$ 15.75	\$ 16,805.25
14 Seeding Class II	0.4	ACRE	\$ 8,525.00	\$ 3,410.00	\$ 8,525.00	\$ 3,410.00	\$ 8,525.00	\$ 3,410.00
15 Erosion Control Blanket	540	SY	\$ 3.25	\$ 1,755.00	\$ 3.40	\$ 1,836.00	\$ 3.40	\$ 1,836.00
16 4" PVC Sanitary Sewer	60	LF	\$ 44.00	\$ 2,640.00	\$ 47.00	\$ 2,820.00	\$ 47.00	\$ 2,820.00
17 6" Inspection Tee and Extension	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
18 12" Class 3 RC Pipe	25	LF	\$ 95.00	\$ 2,375.00	\$ 105.00	\$ 2,625.00	\$ 105.00	\$ 2,625.00
19 12" RC Apron	2	EA	\$ 1,500.00	\$ 3,000.00	\$ 1,650.00	\$ 3,300.00	\$ 1,650.00	\$ 3,300.00
20 Aggregate Bedding	13	CY	\$ 62.00	\$ 806.00	\$ 65.00	\$ 845.00	\$ 65.00	\$ 845.00
Total				\$ 151,641.00		\$ 158,827.75		\$ 177,927.75

Clarifications:

- 1
- 2
- 3
- 4

ACCEPTED

Date

Borneke Construction, Inc.

Date

VERIFICATION OF COMPLIANCE

RE: 2023 4-unit Hangar, Waseca Municipal Airport
(Project Name and Number) FAA AIP No 3-27-0109-018-2023

St. Proj No. AB101-35
TKDA Proj No. 18214-001

STATE OF MINNESOTA)
)
COUNTY OF Waseca) ss.

I, **Chad Kelley**, solemnly affirm under oath that I am an owner or officer of **Crane Creek Asphalt** ("the Subcontractor") and state under oath that:

1. The Subcontractor meets all of the minimum criteria established in subdivision 3 of the Minnesota Responsible Contractor Law, Minnesota Statute section 16C.285; and any additional criteria that the contracting authority has included in the definition of responsible contractor in the contract documents or its policies or ordinances.

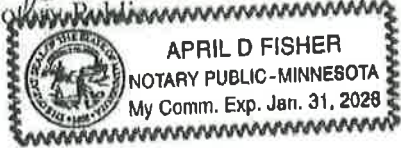
2 All second-tier subcontractors that the Subcontractor intends to retain have verified to the Subcontractor, through a signed statement under oath by an owner or officer, that they also meet the same minimum criteria, and that they have listed the subcontractors they intend to retain. Subject to the Subcontractor's right to add subcontractors, those subcontractors are:

3. I declare under penalty of perjury that, to the best of my knowledge, everything I have stated in this document is true.

Chad Kelley
Chad Kelley-Vice President

Subscribed and sworn to before me this 27 day of Feb 2023.

April D Fisher
Notary Public



CRANE CREEK ASPHALT

a Division of Malby Construction Company
710 24th Street N.W.
Faribault, MN 55021

PHONE: (507) 331-4116
FAX: (507) 331-9323

PROPOSAL / CONTRACT

Prime Bidders
2023 4-Unit Hangar
Waseca Municipal Airport
FAA AIP NO.3-27-0109-018-2023
State Proj. No.A8101-35
TKDA Proj. No.18214.001

PROPOSAL NUMBER:	ST23032
JOB NUMBER:	Job #
DATE:	02/27/23
ATTN:	Prime Bidders
PHONE NUMBER:	
FAX NUMBER:	
CELL NUMBER:	
EMAIL ADDRESS:	

PROJECT NAME: 2023 4-Unit Hangar	Job Address: 35493 110th St.
BID DATE: 2/28/2023 @ 11:00AN	Waseca Mn
ENGINEER/ ARCH: TKDA	COUNTY: Waseca
SCOPE OF WORK: Fine Grade & Bituminous Paving	

(WRITE IT DOWN - VERBAL OR WRITTEN TERMS AND CONDITIONS NOT CONTAINED HEREIN ARE NOT BINDING)
CRANE CREEK ASPHALT (" CONTRACTOR ") proposes as follows:
A UNIT PRICE BITUMINOUS QUOTATION FOR PAVING IN THE 2023 PAVING SEASON

Item #	Item Descriptions	Estimated Quantity	Unit of Measure	Unit Price	Total Cost
Base Bid Items:					
1	Mobilization	1	LS	\$1,602.50	\$1,602.50
2	Tack Coat	90	Gallon	\$0.01	\$0.90
3	Type SP 9.5 Wearing Course Mixture 3C	220	Tons	\$116.00	\$25,520.00
				Total of above items:	\$27,123.40

Optional Bid Items:

1	Fine Grade & Compact Aggregate Base - Placed by others <i>Bituminous asphalt pavement area only!</i> <i>Includes one mobilization</i>	1	LS	\$4,000.00	\$4,000.00
---	--	---	----	------------	------------


- NOTES:**
- Addendum #1 - Acknowledged
 - Addendum #2 - Dated 2/22 Acknowledged
 - Addendum #3 - Dated 2/23 Acknowledged
 - 1/2% Bond Included
 - Prime to provide site access & protection of concrete valley gutter.
 - Prime to provide sweeping & cleaning prior to surface lift of bituminous surface
 - CCA personal to accept grade prior to mobilization of shaping crew
 - General contractor shall have grade +/- one tenth of a foot of finished grade prior to CCA arrival
 - This proposal shall be included in any final contract.

NOT INCLUDED: AIR PORT TRAFFIC CONTROL, SIGNAGE, PERMITS AND ASSOCIATED FEES.
STAKING, LAYOUT, ENGINEERING
BITUMINOUS SAWING AND REMOVAL AND MILLING
FINE GRADING UNLESS ALTERNATE IS ACCEPTED
STRIPING, PAVEMENT MARKINGS.
HANDICAP PARKING SIGNAGE, OTHER PARKING LOT SIGNAGE, BOLLARDS, BUMPER BLOCKS

The undersigned ("PURCHASER") agrees to pay CONTRACTOR the total price of **SEE ABOVE** and/or the unit prices specified above for the labor and materials specified above which payment shall be due upon completion of each stage of work. PURCHASER acknowledges that the specifications, conditions and price quotes specified above are satisfactory and hereby accepted.

Acceptance of this Proposal includes acceptance of all the terms and conditions on page 2.

CRANE CREEK ASPHALT

By: 
Matt Bissen, Estimator
Date: February 27, 2023

PURCHASER:

By: _____
Date: _____

Note: This proposal shall be automatically cancelled if written acceptance has not been received by Contractor on or before 5:00 p.m. on 3/6, 2023, the Cancellation Date and/or at any time before performance of the work hereunder upon CONTRACTOR'S determination that there is inadequate assurance of payment. By my signature herein I authorize CONTRACTOR to review personal or business Credit Reports to evaluate financial readiness to pay amounts set forth in this Proposal/Contract.

If the work set forth in this contract is not completed through no fault of the Contractor in the construction season in which the contract is accepted, which ends November 1st, then Contractor reserves the right to adjust the prices.

AFTER SIGNING, PLEASE RETAIN ONE COPY AND FORWARD A COPY TO OUR OFFICE ON OR BEFORE THE CANCELLATION DATE
CRANE CREEK ASPHALT Company is an EOE, including disability/vets"

CRANE CREEK ASPHALT

a Division of Mathy Construction Company
 710 24th Street N.W.
 Faribault, MN 55021

PHONE: (507) 331-4116
 FAX: (507) 331-9323

PROPOSAL / CONTRACT

APX Construction Group
2023 4-Unit Hangar
Waseca Municipal Airport
FAA AIP NO.3-27-0109-018-2023
State Proj. No.A8101-35
TKDA Proj. No.18214.001

Revised Quote 9-8-2023
 2024 Construction

PROPOSAL NUMBER:	ST23032
JOB NUMBER:	Job #
DATE:	09/08/23
ATTN:	Brad Vos
PHONE NUMBER:	
FAX NUMBER:	
CELL NUMBER:	
EMAIL ADDRESS:	

PROJECT NAME: 2023 4-Unit Hangar	Job Address: 35493 110th St.
BID DATE: 2/28/2023 @ 11:00AM	Waseca Mn
ENGINEER/ ARCH: TKDA	COUNTY: Waseca
SCOPE OF WORK: Fine Grade & Bituminous Paving	

(WRITE IT DOWN - VERBAL OR WRITTEN TERMS AND CONDITIONS NOT CONTAINED HEREIN ARE NOT BINDING)
 CRANE CREEK ASPHALT (" CONTRACTOR ") proposes as follows:
 A UNIT PRICE BITUMINOUS QUOTATION FOR PAVING IN THE 2023 PAVING SEASON

<u>Item #</u>	<u>Item Descriptions</u>	<u>Estimated Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Cost</u>
Base Bid Items:					
1	Mobilization <i>One Mobilization included for each lift of asphalt.</i>	1	LS	\$2,900.00	\$2,900.00
2	Tack Coat	90	Gallon	\$0.01	\$0.90
3	Type SP 9.5 Wearing Course Mixture 3C	220	Tons	\$125.55	\$27,621.00
<i>**No Paving Prior to Removal of Spring Load Restrictions or May 15 2024. Which ever is later.</i>					
Total of above items:					\$30,521.90
Optional Bid Items:					
1	Fine Grade & Compact Aggregate Base - Placed by others	1	LS	\$5,000.00	\$5,000.00

- NOTES:**
- Addendum #1 - Acknowledged
 - Addendum #2 - Dated 2/22 Acknowledged
 - Addendum #3 - Dated 2/23 Acknowledged
 - 1/2% Bond Included
 - Prime to provide site access & protection of concrete valley gutter.
 - Prime to provide sweeping & cleaning prior to surface lift of bituminous surface
 - CCA personal to accept grade prior to mobilization of shaping crew
 - General contractor shall have grade +/- one tenth of a foot of finished grade prior to CCA arrival
 - This proposal shall be included in any final contract.

NOT INCLUDED: AIR PORT TRAFFIC CONTROL, SIGNAGE, PERMITS AND ASSOCIATED FEES.
 STAKING, LAYOUT, ENGINEERING
 BITUMINOUS SAWING AND REMOVAL AND MILLING
 FINE GRADING UNLESS ALTERNATE IS ACCEPTED
 STRIPING, PAVEMENT MARKINGS.
 HANDICAP PARKING SIGNAGE, OTHER PARKING LOT SIGNAGE, BOLLARDS, BUMPER BLOCKS

The undersigned ("PURCHASER") agrees to pay CONTRACTOR the total price of **SEE ABOVE** and/or the unit prices specified above for the labor and materials specified above which payment shall be due upon completion of each stage of work. PURCHASER acknowledges that the specifications, conditions and price quotes specified above are satisfactory and hereby accepted.

Acceptance of this Proposal includes acceptance of all the terms and conditions on page 2.

CRANE CREEK ASPHALT

PURCHASER:

By: _____

By: _____

Matt Bissen, Estimator

Date: September 8, 2023

Date: _____

Note: This proposal shall be automatically cancelled if written acceptance has not been received by Contractor on or before 5:00 p.m. on 3/6, 2023, the Cancellation Date and/or at any time before performance of the work hereunder upon CONTRACTOR'S determination that there is inadequate assurance of payment. By my signature herein I authorize CONTRACTOR to review personal or business Credit Reports to evaluate financial readiness to pay amounts set forth in this Proposal/Contract.

If the work set forth in this contract is not completed through no fault of the Contractor in the construction season in which the contract is accepted, which ends November 1st, then Contractor reserves the right to adjust the prices.

AFTER SIGNING, PLEASE RETAIN ONE COPY AND FORWARD A COPY TO OUR OFFICE ON OR BEFORE THE CANCELLATION DATE

CRANE CREEK ASPHALT Company is an EOE, including disability/vets"

Sunram Construction, Inc.

20010 75th Avenue North

Corcoran, MN 55340

(763) 420-2140

Fax (763) 494-3951

ryan@sunramconstructioninc.com

TELECOMMUNICATIONS COVER SHEET

Date: February 24, 2023

Company: General

Deliver To: Estimator

From: Ryan M. Sunram

Number of Pages Including This Cover Sheet: 1

RE: 2023 4-Unit Hanger, Waseca

Modular Block Retaining Wall

190 L.F. @ \$205.00/L.F. = \$38,950.00

To Include the Following:

(If item below is marked with an "X" it is included in the bid price)

- Modular Block (Big Block)
- Class #5 Base
- ¾" Drainage Rock
- Drain Tile
- Geogrid
- Fabric
- Sealant & Stain
- Permit
- Engineering
- Union Labor
- Equipment
- Tax
- Bond
- Guardrail
- We Backfill with Select Granular Supplied by Others
- We Backfill with Material on Site
- ***Excavation by Others***
- Special Inspection With Certification Letter

1 mobilization included. Additional mobilizations will be billed at \$3,500.00/each.
Addenda 1&2 acknowledged.

2024 Start

SUNRAM CONSTRUCTION, INC.

20010 75TH AVENUE NORTH

CORCORAN, MN 55340

(763) 420-2140 PHONE

(763) 494-3951 FAX

general_mail@sunramconstructioninc.com

PROPOSAL SHEET

DATE: 09/08/2023

COMPANY: APX CONSTRUCTION

DELIVER TO: ESTIMATOR

ADDENDUMS 1 & 2 ACKNOWLEDGED

FROM: LEE W. SUNRAM

RE: 2023 4-UNIT HANGAR – WASECA MUNICIPAL AIRPORT

MODULAR BLOCK RETAINING WALL

190 L.F. @ \$222.32 L.F. = \$42,240.80

TO INCLUDE THE FOLLOWING:

(IF ITEM BELOW IS MARKED WITH AN "X" IT IS INCLUDED IN THE BID PRICE)

- MODULAR BLOCK – LARGE BLOCK
- CLASS #5 BASE
- ¾" DRAINAGE ROCK
- DRAIN TILE
- GEOGRID
- FABRIC
- SEALANT
- PERMIT
- ENGINEERING
- UNION LABOR
- EQUIPMENT
- TAX
- BOND
- INCIDENTAL BLOCK BURIED OVER TWO FEET
- CENTRAL CERTIFICATION CERT PROGRAM (SBE)
- WE BACKFILL WITH MATERIAL ON SITE (GEOGRID AREA ONLY)
- WE BACKFILL WITH MATERIAL SUPPLIED BY OTHERS (APPROX C.Y.)

*****EXCAVATION BY OTHERS*****

NOTES: ONE MOBILIZATION INCLUDED. EXTRA MOB'S WILL BE BILLED AT \$3,500.00 EACH.
TO BE THE SPRING OF 2024.

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



CITY OF WASECA

Request for City Council Action

Title:	RESOLUTION NO. 23-52 AUTHORIZING THE CITY ENGINEER TO PREPARE A FEASIBILITY REPORT FOR THE 11 TH AVENUE NW REHABILITATION PROJECT (CITY PROJECT NO. 2024-02)		
Meeting Date:	November 8, 2023	Agenda Item Number:	7B
Action:	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	<ul style="list-style-type: none"> • Project Location Map • Proposed Lane Shift • Resolution No. 23-52
Originating Department:	Engineering	Presented By:	City Engineer
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to adopt Resolution No. 23-52 authorizing City staff to prepare a Feasibility Report for the 11 th Avenue NW Rehabilitation Project (City Project No. 2024-02)		

BACKGROUND: In the spring of 2023, the existing 11th Avenue NW pavement exhibited significant deterioration along the wheel paths that will require pavement replacement. Therefore, the 11th Ave NW Rehabilitation Project (City Project No. 2024-02) was added to the City’s Capital Improvement Plan for completion in 2024. This project will involve the rehabilitation (mill and overlay) of 11th Avenue NW from State Hwy 13 to 10th Street NW (see attached map). The scope of work will also include replacement of sections of deteriorating or poorly draining curb and gutter, ADA sidewalk ramp upgrades, and minor sanitary and storm sewer structure adjustments.

This project will be financed with State Aid funds and special assessments as permitted under Chapter 429 of the Minnesota Statutes. Currently, the estimated assessment rate ranges per foot of frontage are:

Land Use:	Residential/Duplex	Multi-Family	Business/Tax Exempt
Assessment %:	(35% X 0.75 State Aid Factor = 26.25%)	40%	45%
Rate Range:	\$15.00 – \$20.00	\$20.00 - \$25.00	\$25.00 - \$30.00

Included with this project is a lane shift between State Hwy 13 and 2nd Street NW (see attached). This lane shift is a requirement of the Minnesota Department of Transportation (MnDOT) that will allow the future development of 1005 North State Street to have a shared State Hwy 13 access with 1091 North State Street. Without this lane shift, the future shared access would not be permitted.

Between 7th Street NW and 10th Street NW there is an approximately 463-foot section of street pavement that is still in very good condition. Therefore, that section will not be improved with this project (for a savings of approximately \$30,000) and the property frontages adjacent to that section will not be assessed.

Prior to the preliminary assessment hearing, a public meeting will be held to give residents and property owners an opportunity to speak with engineering staff regarding any questions or concerns they might have, and to provide an explanation of the anticipated project timeline and assessment procedure.

BUDGET IMPACT: Total project budget is \$400,000 (\$300,000 State Aid and \$100,000 special assessments).

RECOMMENDATION: Staff recommends the Waseca City Council adopt Resolution No. 23-52 authorizing the City Engineer to prepare a Feasibility Report for the 11th Avenue NW Rehabilitation Project (City Project No. 2024-02).

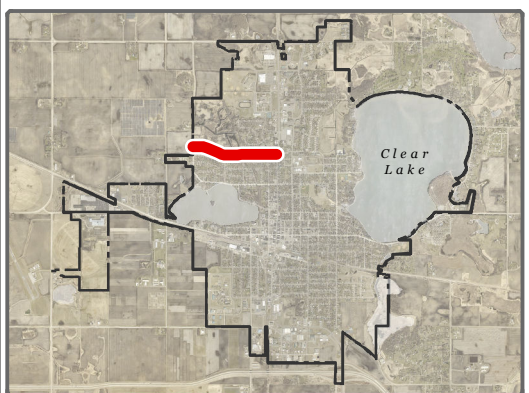


NORTHWEST
NATURE
AREA

11 Ave NW ---- REHABILITATION SECTION

11 Ave NW ---- REHABILITATION SECTION

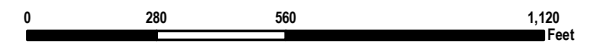
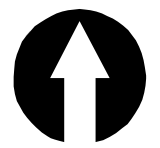
City Limits



11TH AVENUE NW REHABILITATION

10 Street NW to North State Street / MN HWY 13

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



11TH AVENUE NW LANE SHIFT

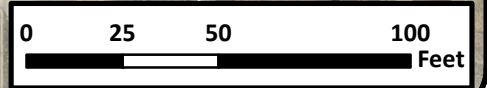
2nd Street NW

1091 N State St

1005 N State St

11th Avenue NW

North State Street (State Hwy 13)



RESOLUTION NO. 23-52

**A RESOLUTION OF THE WASECA CITY COUNCIL
AUTHORIZING PREPARATION OF A FEASIBILITY REPORT
FOR THE 11TH AVENUE NW REHABILITATION PROJECT
(CITY PROJECT NO. 2024-02)**

WHEREAS, it is proposed to improve 11th Avenue NW through rehabilitation (mill and overlay) and to assess the benefiting properties for a portion of the total project cost pursuant to Chapter 429 of the Minnesota Statutes and the City's Special Assessment Policy.

NOW, THEREFORE, BE IT RESOLVED that the City Engineer is hereby instructed to provide a report to the City Council as to whether the proposed City Project No. 2024-02 is necessary, cost-effective, and feasible; whether it should be best made as proposed or in connection with some other improvement; and includes the estimated cost of the recommended improvements.

Adopted this 8th day of November 2023.

RANDY L. ZIMMERMAN
MAYOR

ATTEST:

JULIA HALL
CITY CLERK



CITY OF WASECA

Request for City Council Action

Title:	RESOLUTION NO. 23-49 AUTHORIZING A JOINT CITY/WOODVILLE TOWNSHIP LOCAL ROAD IMPROVEMENT PROGRAM (LRIP) GRANT SUBMITTAL FOR 14 TH AVENUE SE/139 TH STREET/345 TH AVENUE		
Meeting Date:	November 8, 2023	Agenda Item Number:	7C
Action:	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	<ul style="list-style-type: none"> • Resolution No. 23-49 • Project Location Map • Letters of Support
Originating Department:	Engineering	Presented By:	City Engineer
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to approve Resolution No. 23-49 authorizing a joint City/Woodville Township LRIP grant submittal for 14 th Avenue SE/139 th Street/345 th Avenue.		

BACKGROUND: Woodville Township intends to apply for Local Road Improvement Program (LRIP) grant funding for the 2025 reconstruction of 14th Avenue SE/139th Street/345th Avenue between 8th Street SE and 145th Street (CSAH 5). If awarded, up to \$1.5 million in grant funding would be available for eligible construction costs associated with this project. Street and related storm sewer costs are eligible for LRIP funding. Engineering and utility improvement costs are not eligible.

Woodville’s LRIP application submittal will include an approximately 400-foot City-owned portion of 14th Avenue SE and about 1,950 feet of a 50/50 shared portion of 139th Street (see attached map). Therefore, Woodville Township is seeking City support and authorization to submit a joint LRIP application for this project. If awarded, LRIP funding would be proportionally applied to both the City and Township portions of this project and a cooperative agreement would be prepared for approval between the City and Waseca County (Woodville Township’s LRIP sponsor) for project cost sharing.

Woodville Township is working with Bolton & Menk on the LRIP application, and their total estimated project construction cost is \$2,345,948 with \$422,280 in estimated engineering costs and \$70,390 in other miscellaneous costs. With authorization, this project would be added to the City’s Capital Improvement Plan (CIP) for construction in 2025. In conjunction with this project, the extension of water main is being proposed in order to loop it with future water main to be installed with the potential Gaiter Lake development. The City’s estimated project costs are shown below:

- City LRIP Funding: \$360,000
- Street Costs: \$195,000 (\$90,000 Engineering, \$105,000 Construction)
- Storm Sewer Costs: \$45,000 (\$10,000 Engineering, \$35,000 Construction)
- Water Main Costs: \$350,000 (\$60,000 Engineering, \$290,000 Construction)

Total Estimated City Costs (not including LRIP): \$590,000

BUDGET IMPACT: If authorized, this project would be added to the CIP for construction in 2025. If awarded, \$1.5 million in grant funding would be available for eligible costs. Based on street section lengths, it is estimated that the City would benefit from \$360,000 in LRIP funding. Of the City’s \$590,000 total remaining cost,

\$195,000 would be funded with street capital, \$45,000 would be funded through the Storm Sewer Utility, and \$350,000 would be funded by the Water Utility. Because it is a rural roadway, this project would not be assessed to adjacent properties.

Lastly, Woodville Township had this roadway overlaid in 2022 and the City reimbursed \$34,750 for the City-owned portion with the understanding that this amount would be deducted from the City's share of the cost of a reconstruction project undertaken within the next 10 years.

RECOMMENDATION: Staff recommends the Waseca City Council approve Resolution No. 23-49 authorizing a joint City/Woodville Township LRIP grant submittal for 14th Avenue SE/139th Street/345th Avenue.

RESOLUTION NO. 23-49

**RESOLUTION AUTHORIZING A JOINT CITY OF WASECA/WOODVILLE TOWNSHIP
LOCAL ROAD IMPROVEMENT PROGRAM (LRIP) GRANT SUBMITTAL
FOR 14TH AVENUE SE/139TH STREET/345TH AVENUE**

WHEREAS, the Minnesota Department of Transportation (MnDOT) is soliciting applications for the Local Road Improvement Program (LRIP); and

WHEREAS, Woodville Township intends to submit an LRIP grant funding application for the reconstruction of 14th Ave SE/139th Street/345th Avenue between 8th Street SE and 145th Street (“Project”); and

WHEREAS, approximately 400 feet of 14th Ave SE is completely within Waseca city limits and approximately 1,950 feet of 139th Street is a shared Woodville Township and City of Waseca roadway that is generally divided at the centerline by the city limits of the City of Waseca; and

WHEREAS, the City desires to partner with Woodville Township in applying for LRIP grant funding to complete the Project and related improvements.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Waseca, Minnesota that the City Council authorizes submittal of a joint City of Waseca/Woodville Township LRIP grant funding application, authorizes the funding of all City costs associated with the Project that are beyond, or ineligible for, the LRIP grant, if awarded; and agrees to maintain the Project’s City-owned improvements if constructed.

BE IT FURTHER RESOLVED by the City Council of the City of Waseca, Minnesota that if LRIP funds are awarded, the Mayor and City Manager are authorized to enter into a cooperative agreement with Waseca County, as Woodville Township’s county sponsor, for the costs associated with the City-owned portion of 14th Ave SE and the shared City/Woodville Township portion of 139th Street.

Adopted this 8th day of November 2023.

RANDY L. ZIMMERMAN
MAYOR

ATTEST:

JULIA HALL
CITY CLERK

City/Woodville LRIP: 14th Ave SE / 139th Street / 345th Avenue



8th St SE

Approximately 400 feet within City Limits

14th Ave SE

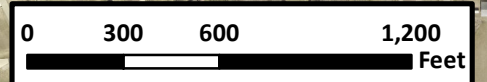
State Hwy 13

Approximately 1,950 feet 50% City and 50% Woodville Township

139th St

145th St

345th Ave



To Whom it might concern:

It has come to my attention that the Township of Woodville, will be soon submitting a proposal for a Local Road Improvement Program (LRIP). The project will increase the load limit to a 10 ton road and increase the safety of 139th St. (14th Ave SE) and 345th Ave. This will help with a Farm to Market truck route, from County Road 5 to 8th St SE to enter onto MN Hwy 13 to gain access to US Highway 14.

The truck route used to be County Road 5 that would take you US Highway 14. A new Highway 14 was built with a bypass around the City of Waseca making it harder to enter onto US Highway 14 from that route. The Road Improvement will also make the road safer for pedestrian and bicycle traffic.

I respectfully request that the Township of Woodville proposal for the LRIP application receive full consideration, in accordance with established policies and procedures.

Business Name: Lenz Lawn Care

Title: Co-owner

Sign: Chris Lenz - Chris Lenz

Date: 10.17.23

To Whom it might concern:

It has come to my attention that the Township of Woodville, will be soon submitting a proposal for a Local Road Improvement Program (LRIP). The project will increase the load limit to a 10 ton road and increase the safety of 139th St. (14th Ave SE) and 345th Ave. This will help with a Farm to Market truck route, from County Road 5 to 8th St SE to enter onto MN Hwy 13 to gain access to US Highway 14.

The truck route used to be County Road 5 that would take you US Highway 14. A new Highway 14 was built with a bypass around the City of Waseca making it harder to enter onto US Highway 14 from that route. The Road Improvement will also make the road safer for pedestrian and bicycle traffic.

I respectfully request that the Township of Woodville proposal for the LRIP application receive full consideration, in accordance with established policies and procedures.

Business Name: Edton Farms LLC

Title: owner

Sign: Melvin Edton

Date: 10/23/23

To Whom it might concern:

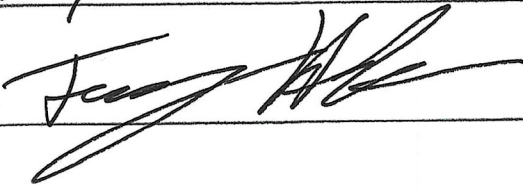
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The truck route used to be County Road 5 that would take you US Highway 14. A new Highway 14 was built with a bypass around the City of Waseca making it harder to enter onto US Highway 14 from that route. The Road Improvement will also make the road safer for pedestrian and bicycle traffic.

I respectfully request that the Township of Woodville proposal for the LRIP application receive full consideration, in accordance with established policies and procedures.

Business Name: Southside Marine and More

Title: Terry Haber - owner

Sign: 

Date: 10-17-23

To Whom it might concern:

It has come to my attention that the Township of Woodville, will be soon submitting a proposal for a Local Road Improvement Program (LRIP). The project will increase the load limit to a 10 ton road and increase the safety of 139th St. (14th Ave SE) and 345th Ave. This will help with a Farm to Market truck route, from County Road 5 to 8th St SE to enter onto MN Hwy 13 to gain access to US Highway 14.

The truck route used to be County Road 5 that would take you US Highway 14. A new Highway 14 was built with a bypass around the City of Waseca making it harder to enter onto US Highway 14 from that route. The Road Improvement will also make the road safer for pedestrian and bicycle traffic.

I respectfully request that the Township of Woodville proposal for the LRIP application receive full consideration, in accordance with established policies and procedures.

Business Name: Eaton Manure Handling LLC

Title: owner

Sign: Melvin Eaton

Date: 10/23/23

To Whom it might concern:

It has come to my attention that the Township of Woodville, will be soon submitting a proposal for a Local Road Improvement Program (LRIP). The project will increase the load limit to a 10 ton road and increase the safety of 139th St. (14th Ave SE) and 345th Ave. This will help with a Farm to Market truck route, from County Road 5 to 8th St SE to enter onto MN Hwy 13 to gain access to US Highway 14.

The truck route used to be County Road 5 that would take you US Highway 14. A new Highway 14 was built with a bypass around the City of Waseca making it harder to enter onto US Highway 14 from that route. The Road Improvement will also make the road safer for pedestrian and bicycle traffic.

I respectfully request that the Township of Woodville proposal for the LRIP application receive full consideration, in accordance with established policies and procedures.

Business Name: Born Wen Drilling

Title: Co Owner President

Sign: Dennis Bu

Date: 10-17-23

To Whom it might concern:

It has come to my attention that the Township of Woodville, will be soon submitting a proposal for a Local Road Improvement Program (LRIP). The project will increase the load limit to a 10 ton road and increase the safety of 139th St. (14th Ave SE) and 345th Ave. This will help with a Farm to Market truck route, from County Road 5 to 8th St SE to enter onto MN Hwy 13 to gain access to US Highway 14.

The truck route used to be County Road 5 that would take you US Highway 14. A new Highway 14 was built with a bypass around the City of Waseca making it harder to enter onto US Highway 14 from that route. The Road Improvement will also make the road safer for pedestrian and bicycle traffic.

I respectfully request that the Township of Woodville proposal for the LRIP application receive full consideration, in accordance with established policies and procedures.

Business Name: High Point Livestock LLC

Title: owner

Sign: Mulund Eaton

Date: 10/23/23

To Whom it might concern:

It has come to my attention that the Township of Woodville, will be soon submitting a proposal for a Local Road Improvement Program (LRIP). The project will increase the load limit to a 10 ton road and increase the safety of 139th St. (14th Ave SE) and 345th Ave. This will help with a Farm to Market truck route, from County Road 5 to 8th St SE to enter onto MN Hwy 13 to gain access to US Highway 14.

The truck route used to be County Road 5 that would take you US Highway 14. A new Highway 14 was built with a bypass around the City of Waseca making it harder to enter onto US Highway 14 from that route. The Road Improvement will also make the road safer for pedestrian and bicycle traffic.

I respectfully request that the Township of Woodville proposal for the LRIP application receive full consideration, in accordance with established policies and procedures.

Business Name: Riog Properties LLC

Title: Owner

Sign: Melinda Eaton

Date: 10/23/23

To Whom it might concern:

It has come to my attention that the Township of Woodville, will be soon submitting a proposal for a Local Road Improvement Program (LRIP). The project will increase the load limit to a 10 ton road and increase the safety of 139th St. (14th Ave SE) and 345th Ave. This will help with a Farm to Market truck route, from County Road 5 to 8th St SE to enter onto MN Hwy 13 to gain access to US Highway 14.

The truck route used to be County Road 5 that would take you US Highway 14. A new Highway 14 was built with a bypass around the City of Waseca making it harder to enter onto US Highway 14 from that route. The Road Improvement will also make the road safer for pedestrian and bicycle traffic.

I respectfully request that the Township of Woodville proposal for the LRIP application receive full consideration, in accordance with established policies and procedures.

Business Name: Eaton Sales & Service LLC

Title: owner

Sign: Melvin Eaton

Date: 10/23/23

To Whom it might concern:

It has come to my attention that the Township of Woodville, will be soon submitting a proposal for a Local Road Improvement Program (LRIP). The project will increase the load limit to a 10 ton road and increase the safety of 139th St. (14th Ave SE) and 345th Ave. This will help with a Farm to Market truck route, from County Road 5 to 8th St SE to enter onto MN Hwy 13 to gain access to US Highway 14.

The truck route used to be County Road 5 that would take you US Highway 14. A new Highway 14 was built with a bypass around the City of Waseca making it harder to enter onto US Highway 14 from that route. The Road Improvement will also make the road safer for pedestrian and bicycle traffic.

I respectfully request that the Township of Woodville proposal for the LRIP application receive full consideration, in accordance with established policies and procedures.

Business Name: M Eaton Trucking LLC

Title: Owner

Sign: Melvin Eaton

Date: 10/23/23

Council:

The City Engineer has written an RCCA about the 8th ST NE reconstruction project and Local Road Improvement Program (LRIP) grant application, which is included in your packet. While Nate and I came to the same recommendation as written within his RCCA, this note briefly explains my reasoning, as follows, in recommending that the city not reconstruct 8th St NE as first proposed for 2026.

- In the coming years we will be applying for I&I grant monies from the state and federal governments to help us replace and line old and deteriorating sewer pipes. We could use grant funds on the 8th St. NE project.
- Our Water Utility fund is projected to go negative no later than 2028. Not replacing water main under 8th St NE now will keep the fund balance positive, yet not at the auditor's recommended level; more work to be done to make this fund whole.
- The Capital Improvement Fund, funded by the tax levy, is projected to be in the red by the end of 2025, at the latest. Here is the projected annual math review:
 - \$27,357 year-end balance 2024.
 - (\$376,614) negative year-end balance 2025.
 - (\$873,834) negative year-end balance 2026
 - (\$1,370,504) negative year-end balance 2027.
 - (\$1,665,174) negative year-end balance 2028.
- During this coming winter, staff will establish options to close the negative fund balance, which will include the equipment replacement plan review, fund 705, because governmental fund equipment also receives revenue from the tax levy.
 - The council will be involved in these discussions.
- All governmental fund projected capital expenditures will be on the table for our consideration.
- If the council authorizes a grant application for 8th St NE and then decides to not accept the grant, that decision would count against the city in future grant opportunities.
- A \$400,000 LRIP grant application and award for the 2024 asphalt overlay of 11th Ave NW will further help fund balances. This grant would help the Capital fund (430), State Aid (402) and Assessment fund (440). There was never any levy money projected for this project. However, it will help not to assess anything to property taxpayers.
- The tax levy will need to be reviewed by the council.

As usual, you may comment on my updates as you wish.

Carl C. Sonnenberg
City Manager
Utilities & Public Works Director
carls@ci.waseca.mn.us
507-521-1540



CITY OF WASECA

Request for City Council Action

Title:	RESOLUTION NO. 23-48 AUTHORIZING A LOCAL ROAD IMPROVEMENT PROGRAM (LRIP) GRANT SUBMITTAL		
Meeting Date:	November 8, 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:	<ul style="list-style-type: none"> • 8th Street NE Project Map • 11th Avenue NW Project Map • Resolution No. 23-48 (8th St NE) • Resolution No. 23-48 (11th Ave NW)
Originating Department:	Engineering	Presented By:	City Engineer
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to approve Resolution No. 23-48 authorizing a Local Road Improvement Program (LRIP) grant submittal.		

BACKGROUND: The Minnesota Department of Transportation (MnDOT) is currently soliciting applications for Local Road Improvement Program (LRIP) grant funding. If awarded, this competitive grant program would provide up to \$1.5 million of funding for eligible construction costs associated with local road projects. Street, storm sewer, sidewalk, and trail costs are eligible for LRIP funding. Engineering and utility improvement costs are not eligible. Therefore, the following options are being presented for City Council consideration:

OPTION 1: Submit an LRIP grant application for the reconstruction of 8th Street NE from Elm Avenue East (County Hwy 14) to 8th Avenue NE (County Hwy 13). This project is included in the City’s current Capital Improvement Plan (CIP) for construction in 2026. A breakdown of the total estimated project cost is shown below:

Project Design (in 2025):	\$400,000
LRIP Grant (if awarded):	\$1,500,000
State Aid Construction & Maintenance:	\$950,000
Special Assessments:	\$450,000
Storm Sewer:	\$225,000
Water Utility:	\$550,000
Sanitary Sewer:	\$600,000
Total Estimated Project Cost:	\$4,675,000

It is anticipated that City staff would complete the project inspection for an estimated savings of \$250,000.

Based on as-built records, this section of 8th Street NE was originally constructed in 1961 and rehabilitated in 1996. Due to age and inadequate subgrade and subbase conditions, many of the concrete panels have cracked, faulted, and are deteriorating at an accelerating rate. In 2020, the Pavement Condition Index (PCI) was 65 out of 100 (Fair). In 2023, the PCI was 54 (Poor), with an overall roughness or Riding Comfort Index (RCI) score of only 28.

The proposed scope of work would include concrete curb and gutter, bituminous street pavement (10-ton design), storm sewer improvements, drain tile and sump connections, water main and service replacement to the curb stop, sanitary sewer and service replacement near the property line, and ADA sidewalk and trail improvements. (If the street was reconstructed with concrete pavement, total construction cost would increase by an estimated \$450,000-\$550,000.)

Concrete is more expensive but longer lasting (approximately 50 years). Asphalt is cheaper but will require future maintenance, such as a mill and overlay, roughly every 20 years. The estimated assessment rate ranges for initial asphalt and concrete pavement construction and a future asphalt mill and overlay (in +/- 20 years) are shown below:

ESTIMATED ASSESSMENT (PER FOOT OF STREET FRONTAGE) FOR ASPHALT PAVEMENT CONSTRUCTION

Land Use:	Residential/Duplex	Multi-Family	Business/Tax Exempt
Assessment %:	(35% X 0.75 State Aid Factor = 26.25%)	40%	45%
Rate Range:	\$95.00 – \$115.00	\$145.00 - \$175.00	\$165.00 - \$195.00

ESTIMATED ASSESSMENT (PER FOOT OF STREET FRONTAGE) FOR A FUTURE ASPHALT MILL & OVERLAY

Land Use:	Residential/Duplex	Multi-Family	Business/Tax Exempt
Assessment %:	(35% X 0.75 State Aid Factor = 26.25%)	40%	45%
Rate Range:	\$25.00 – \$35.00	\$35.00 - \$45.00	\$45.00 - \$55.00

ESTIMATED ASSESSMENT (PER FOOT OF STREET FRONTAGE) FOR CONCRETE PAVEMENT CONSTRUCTION

Land Use:	Residential/Duplex	Multi-Family	Business/Tax Exempt
Assessment %:	(35% X 0.75 State Aid Factor = 26.25%)	40%	45%
Rate Range:	\$125.00 – \$150.00	\$190.00 - \$225.00	\$215.00 - \$255.00

Generally speaking, assessments would increase by an estimated 30% for concrete as opposed to asphalt.

For improved safety and multi-modal connectivity, the existing on-street bike lane along the east side of 8th Street NE from 3rd Ave to 8th Ave is proposed to be replaced with an off-street trail as part of this project. The new trail would extend from Elm Ave to 8th Ave to provide connectivity to existing bike lanes on Elm Ave and 8th St SE, and to the new trail to be constructed along 8th Ave in 2024. With the elimination of the on-street bike lane, the width of 8th St NE would decrease from 45 feet to approximately 33 feet. The existing on-street parking along the west side would remain.

The cost of this proposed trail would not be assessed to adjacent properties and would likely be funded with State Aid and/or government grants. The assessment rate ranges shown above assume the construction of the off-street trail. If the street is reconstructed at its current 45-foot width, the assessment rates shown above would increase by approximately \$25.00.

On November 1st, a public meeting was held to gather input on the preferred pavement type and the proposed off-street trail. Opinions on pavement type and the off-street trail were split. The conversation centered more on the overall financial feasibility of the project. The City Manager noted that, due to the 8th Ave NE and 2nd St NW reconstruction projects in 2024 and 2025, the capital improvement funds for water, sanitary sewer, and streets are all projected to be running significant deficits by 2026. Therefore, to fund this project, bonding and/or substantial increases in City revenues would likely be required.

After receiving feedback from MnDOT, it would be detrimental to our chances of being awarded future LRIP funds if the project was awarded and the funding was declined. Therefore, if declining LRIP grant funds is a possibility, it would be better not to apply.

OPTION 2: Submit an LRIP application for the reconstruction of 8th Street NE in 2026 and, if deemed necessary, reduce the scope of work to a rehabilitation project (if permitted). A rehabilitation would extend the life of the street pavement by approximately 10-15 years, and minimal utility improvements would be necessary. However, the off-street trail and major stormwater drainage improvements would likely not be constructed, and a full reconstruction would likely still be necessary in 10-15 years. MnDOT indicated that accepting LRIP funding and reducing the scope of work is okay.

OPTION 3: Do not submit an LRIP application (reminder that, if approved, the City would be participating in a joint LRIP application with Woodville Township for the reconstruction of 14th Ave SE/139th St/345th Ave). LRIP solicitations are typically made available every 3 years. However, staff was informed by MnDOT that another LRIP solicitation is likely in 2025. Therefore, an LRIP application for the reconstruction of 8th Street NE could be reconsidered during a future LRIP solicitation. This would allow time for the capital improvement funds for water, sanitary sewer, and streets to begin to “recover” from the 8th Ave NE and 2nd St NW projects in 2024 and 2025.

OPTION 4: Submit an LRIP application for next year’s 11th Avenue NW Rehabilitation Project. Although not as likely as 8th Street NE to receive LRIP funding, if awarded, close to 100% of the project costs would be eligible. This would save the City approximately \$300,000 in State Aid funding, and City Council could waive special assessments (estimated at \$100,000) to adjacent properties. The reconstruction of 8th Street NE would then be deferred to a future LRIP solicitation as described in OPTION 3.

The submittal of any LRIP application requires a City Council Resolution in support of the proposed project and an understanding that project costs beyond, or ineligible for, LRIP grant funding would be authorized if awarded.

BUDGET IMPACT:

OPTION 1: If awarded the full LRIP amount, the City would receive \$1.5 million in grant funding for eligible costs. State Aid would contribute an estimated \$950,000, and special assessments would total an estimated \$450,000. The City would be responsible for funding the following estimated costs: Streets Capital (\$400,000), Storm Sewer Utility (\$225,000), Water Utility (\$550,000), and Sanitary Sewer Utility (\$600,000).

OPTION 2: It is anticipated that the full LRIP amount of \$1.5 million will be utilized on an 8th Street NE rehabilitation project. The impact to State Aid and the Water Utility, Sanitary Sewer Utility, Storm Sewer Utility, and Streets Capital funds would be minimal (estimate less than \$100,000 needed out of any one fund). If LRIP funding covers nearly 100% of eligible costs, the City Council could waive special assessments.

OPTION 3: If no LRIP application is submitted, the City will forgo an opportunity to receive up to \$1.5 million in funding for eligible street improvements.

OPTION 4: If awarded, the City would receive approximately \$400,000 in LRIP funding. Because close to 100% of the project costs would be eligible, City Council could waive special assessments.

RECOMMENDATION: In light of the potential City Council preference for concrete pavement on 8th Street NE and the impact to future capital improvement funding levels, staff recommends the Waseca City Council approve Resolution No. 23-48 authorizing an LRIP grant submittal for 11th Avenue NW (OPTION 4) with the understanding that the reconstruction of 8th Street NE would be postponed to coincide with a future LRIP solicitation.

Proposed 8th Street NE Reconstruction (2026)

WASECA COUNTY FAIRGROUNDS

8th Ave NE

8th St NE

9th St NE

10th St NE

Clear Lake Drive

CLEAR LAKE PARK

PROPOSED
OFF-STREET TRAIL

TINK
LARSON
FIELD

7th Ave NE

HARTLEY
ELEMENTARY
SCHOOL

7th St NE

6th Ave NE

6th Ave NE

9th St NE

5th St NE

5th Ave NE

PROPOSED STREET
RECONSTRUCTION

CLEAR LAKE

4th Ave NE

5th St NE

3rd Ave NE

6th St NE

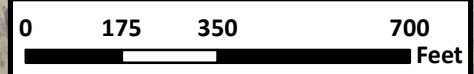
7th St NE

2nd Ave NE

9th St NE



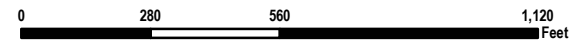
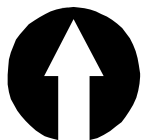
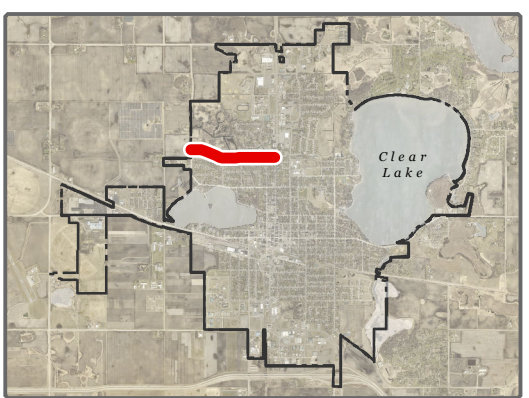
--- EXISTING TRAIL/BIKE LANES
--- TRAIL TO BE CONSTRUCTED IN 2024





11TH AVENUE NW REHABILITATION
10 Street NW to
North State Street / MN HWY 13

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



RESOLUTION NO. 23-48

**RESOLUTION AUTHORIZING A LOCAL ROAD IMPROVEMENT PROGRAM (LRIP) GRANT
SUBMITTAL FOR 8TH STREET NE**

WHEREAS, 8th Street NE from Elm Avenue East (County Hwy 14) to 8th Avenue NE (County Hwy 13) has begun to deteriorate and is in need of repair; and

WHEREAS, the City of Waseca intends to address these deficiencies and provide multi-modal improvements through a planned 2026 street improvement project named the 8th Street NE Reconstruction Project (“Project”); and

WHEREAS, 8th Street NE is functionally classified as a major collector with AADT of 2,850 (in 2016), is part of the City’s Municipal State Aid Street (MSAS) system, and is a route of regional significance; and

WHEREAS, the Minnesota Department of Transportation (MnDOT) is soliciting applications for the Local Road Improvement Program (LRIP); and

WHEREAS, \$102.967 million in LRIP funding is available with a cap of \$1.5 million for each project to be used on eligible roadway construction costs; and

WHEREAS, the Project has a total estimated construction cost of \$4.275 million.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Waseca, Minnesota that the City Council supports the Project; authorizes the Director of Engineering to submit an LRIP application for the Project; authorizes the funding of all costs associated with the Project that are beyond, or ineligible for, the LRIP grant, if awarded; and agrees to maintain the Project improvements if constructed.

Adopted this 8th day of November 2023.

RANDY L. ZIMMERMAN
MAYOR

ATTEST:

JULIA HALL
CITY CLERK

RESOLUTION NO. 23-48

**RESOLUTION AUTHORIZING A LOCAL ROAD IMPROVEMENT PROGRAM (LRIP) GRANT
SUBMITTAL FOR 11TH AVENUE NW (CITY PROJECT NO. 2024-02)**

WHEREAS, 11th Avenue NW from North State Street (State Hwy 13) to 10th Street NW (County Hwy 13) has begun to deteriorate and is in need of repair; and

WHEREAS, the City of Waseca intends to address these deficiencies through a planned 2024 street improvement project named the 11th Avenue NW Rehabilitation Project (“Project”); and

WHEREAS, 11th Avenue NW has AADT of 1,200 (in 2016), is part of the City’s Municipal State Aid Street (MSAS) system, and is a route of regional significance; and

WHEREAS, the Minnesota Department of Transportation (MnDOT) is soliciting applications for the Local Road Improvement Program (LRIP); and

WHEREAS, \$102.967 million in LRIP funding is available with a cap of \$1.5 million for each project to be used on eligible roadway construction costs; and

WHEREAS, the Project has a total estimated construction cost of \$400,000.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Waseca, Minnesota that the City Council supports the Project; authorizes the Director of Engineering to submit an LRIP application for the Project; authorizes the funding of all costs associated with the Project that are beyond, or ineligible for, the LRIP grant, if awarded; and agrees to maintain the Project improvements if constructed.

Adopted this 8th day of November 2023.

RANDY L. ZIMMERMAN
MAYOR

ATTEST:

JULIA HALL
CITY CLERK

Title:	AGREEMENT FOR LIFEGUARD SERVICES BETWEEN CITY OF WASECA AND THE WASECA SCHOOL DISTRICT		
Meeting Date:	November 8, 2023	Agenda Item Number:	7E
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:	<ul style="list-style-type: none"> • Agreement for Lifeguard Services Contract
Originating Department:	Parks	Presented By:	Finance Director
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to execute the Agreement for Lifeguard Services with the Waseca School District.		

BACKGROUND: In 2022, the Waseca School District requested that our Water Park Supervisor, Madison Gilmore, provide lifeguard services for the High School PE swim classes during the winter months. As we thought this would be a one-time request, the City tracked the hours Madison worked as a lifeguard and would then charge the School District her billable hourly rate.

The Waseca School District has asked Madison to do the same thing in 2023. The School District has requested Madison to provide lifeguarding services for the High School PE classes periodically in November, December, January, and March. This agreement has been designed to ensure the scope of services is followed, to confirm the payment process for these services, and the limited liability is agreed upon by both parties. Services under this agreement will be provided for a period of 12 months.

BUDGET IMPACT: The City of Waseca will invoice the School District for all such services at the hourly rate, including any benefits of the Water Park Supervisor.

ALTERNATIVES CONSIDERED: None

RECOMMENDATION: City Staff recommends the Waseca City Council execute the Agreement for Lifeguarding Services with the Waseca School District.

AGREEMENT BETWEEN THE CITY OF WASECA AND WASECA SCHOOL DISTRICT 829 FOR THE USE OF SERVICES OF A CITY EMPLOYEE TO ACT AS A LIFEGUARD FOR THE SCHOOL

Introduction

The City of Waseca and Waseca School District 829 agree to enter into this agreement, whereby the City of Waseca will provide the services of Madison Gilmore to provide life guarding duties for their swimming classes. The City has agreed to allow their Water Park Supervisor to serve in this role.

Scope of Services

1. The Water Park Supervisor shall be assigned by the City to provide lifeguarding services to the School District.
2. The School District shall provide the City of Waseca Water Park Supervisor and the Park Superintendent a list of dates and times that they will need the Water Park Supervisor to provide life guarding services, this notice shall be provided at the beginning of this agreement and shall include both the dates and times that the lifeguarding services will be needed.
3. The lifeguarding services shall be provided from November through March.
4. That the City shall have the ability to assign the Water Park Supervisor to other tasks and will make every effort to notify the School District at least 48 hours in advance.
5. That this agreement is for the City to provide the services of the Water Park Supervisor for this service, if for any reason this person is not able to provide this service, this agreement does not obligate the City of Waseca to provide the School District with a substitute,
6. The services to be provided under this agreement shall be limited to services typically provided by lifeguards, the control and discipline of the students shall be the responsibility of employees of the school district,
7. Primary responsibility for supervision of the Water Park Supervisor will be the responsibility of the City of Waseca.

Fees

The City of Waseca will provide the services of the Water Park Supervisor on a month-to-month basis. The City of Waseca will invoice the School District for all such services at the hourly rate including any benefits of the Water Park Supervisor and the School District shall pay for those services within thirty (30) days or be subject to a ten (10) percent late payment penalty.

Limited Liability

Neither the City of Waseca nor the School District shall be liable for the acts or omissions of the other in connection with the activities to be undertaken by this agreement.

Length of Agreement

Services under this agreement will be provided for a period of 12 months. The agreement will commence on _____ and will terminate on _____.

This agreement may be terminated by either party with sixty (60) days written notice to the other party.

City of Waseca

School District

Mayor

Superintendent

City Manager

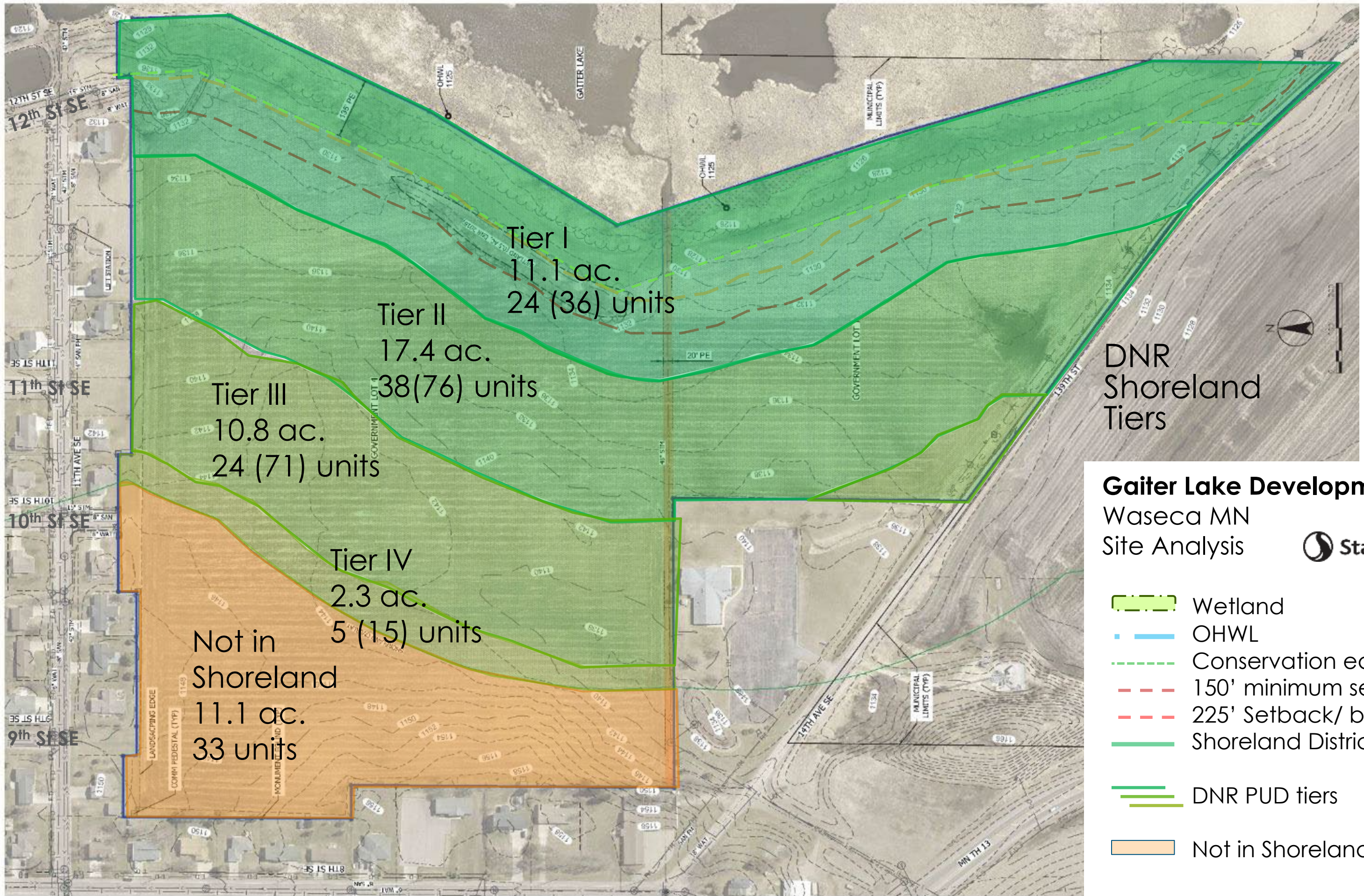
Council:

The following bullet points review progress to date and summarize the November 1st discussion with the Stantec team, staff, and potential developers Brett Reese and Jamie Judisch regarding the Gator Lake Land Development process: *(this short report and attachments will be provided in the council packet as well under “Manager’s Report.”)*

- Rebound Partners (Brett Reese) and Noble Development Company (Jamie Judisch) have “strong interest” in the GLLD and applauded the work completed to date (transparent public meetings, buffer green space to the DNR conservation easement, good density mix, current DNR review, and efficient use of streets & infrastructure).
 - Strong interest means they will write a pro forma to explain best options how to underwrite a housing development.
 - Our next internal team meeting is scheduled for December 5th, which will include the Mayor, who also attended the November 1st meeting.
 - We have shared our 2021 Housing Study with Brett and Jamie, along with preliminary construction cost estimates and projected lot sale revenue, soil boring results, wetland delineation report, and the ALTA survey.
- Concept C, attached, is the current draft sketch layout.
 - Concept C includes a three phased project to account for market uncertainties and minimize the initial capital outlay.
 - Proposed apartment units shown in Concept C would be complementary to proposed Marketplace apartments and not competitive according to these developers, Brett, and Jamie.
 - A phased approach increases construction costs for infrastructure compared to one construction project.
 - A phased approach allows for a soft integration of the new neighborhood with the surrounding neighborhoods.
 - There is an estimated \$1.3 million funding gap currently, which will be worked on in the coming weeks/months. We anticipate TIF or Tax Abatement strategies could be employed to close funding gap.
 - The initial DNR comment review of Concept C is pending.









Please reach out to me as you wish about this update.

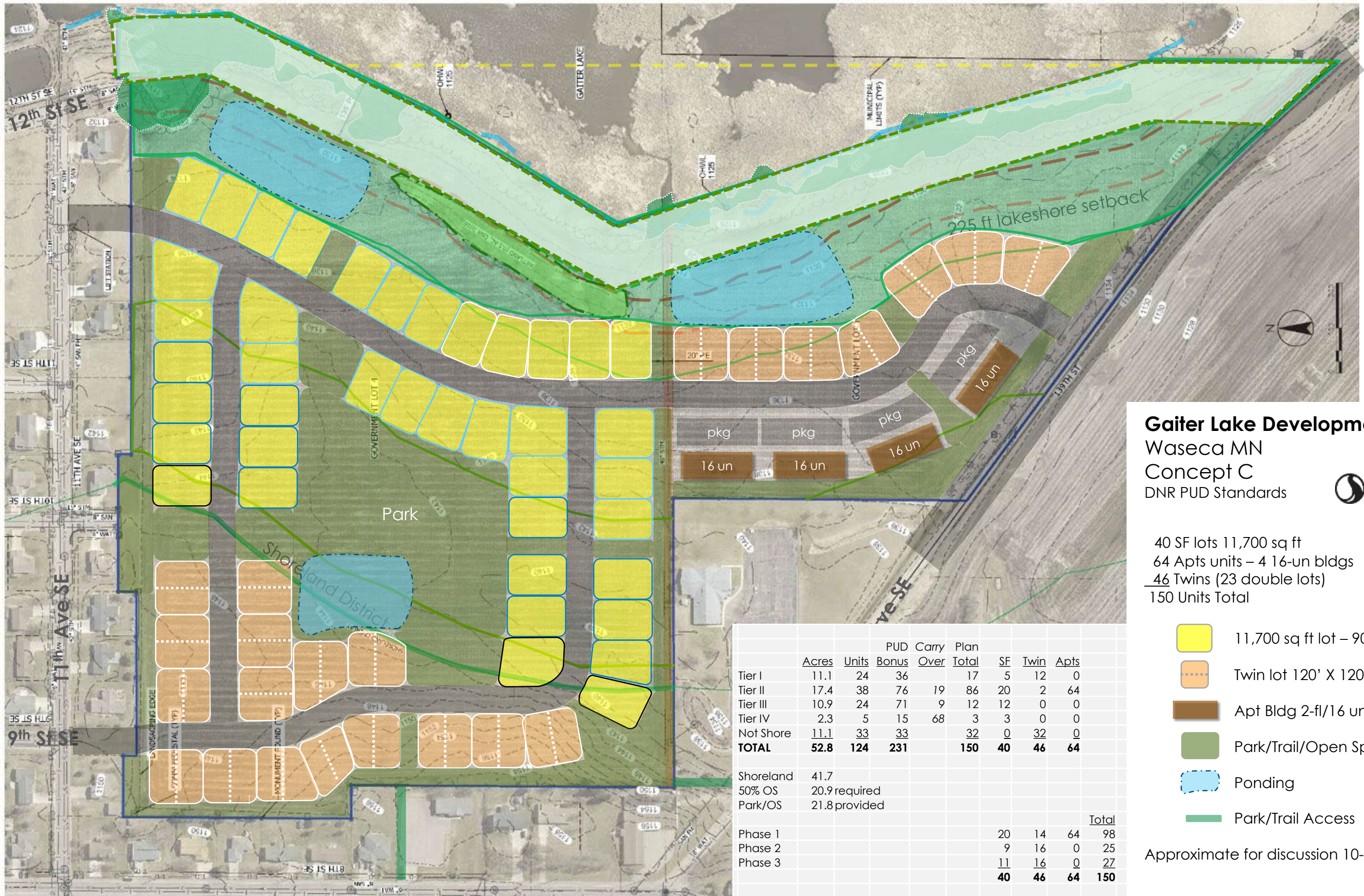
Carl.
Carl C. Sonnenberg
City Manager
Utilities & Public Works Director
carls@ci.waseca.mn.us
507-521-1540



Gaiter Lake Development
Waseca MN
Site Analysis



-  Wetland
-  OHWL
-  Conservation easmt
-  150' minimum setback
-  225' Setback/ bonus
-  Shoreland District limit
-  DNR PUD tiers
-  Not in Shoreland District



Gaiter Lake Development
 Waseca MN
 Concept C
 DNR PUD Standards

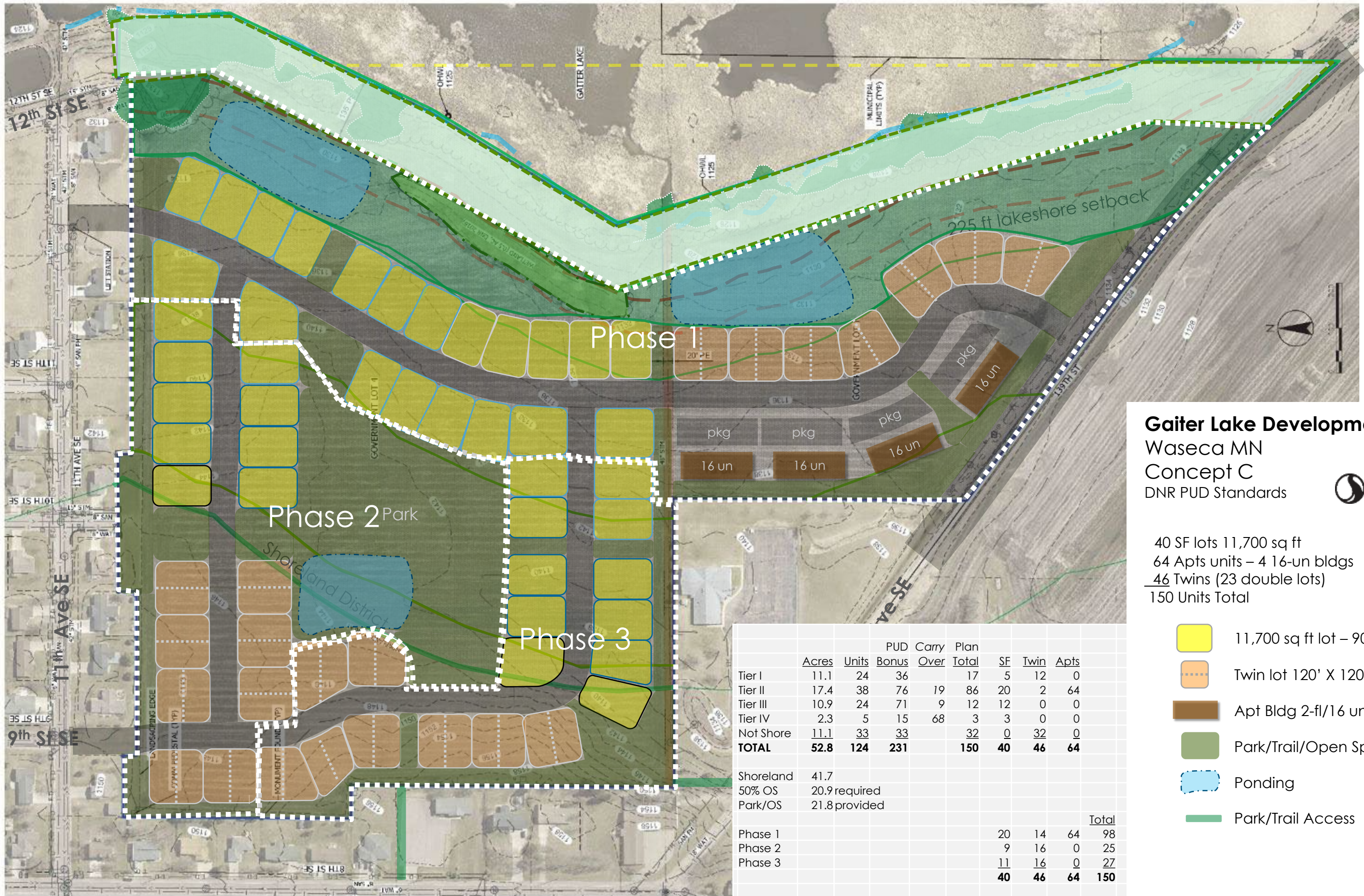


40 SF lots 11,700 sq ft
 64 Apts units – 4 16-un bldgs
 46 Twins (23 double lots)
 150 Units Total

- 11,700 sq ft lot – 90' X 130'
- Twin lot 120' X 120'
- Apt Bldg 2-fl/16 units @
- Park/Trail/Open Space
- Ponding
- Park/Trail Access

	Acres	Units	PUD Bonus	Carry Over	Plan Total	SF	Twin	Apts
Tier I	11.1	24	36	19	17	5	12	0
Tier II	17.4	38	76	9	86	20	2	64
Tier III	10.9	24	71	68	12	12	0	0
Tier IV	2.3	5	15		3	3	0	0
Not Shore	11.1	33	33		32	0	32	0
TOTAL	52.8	124	231		150	40	46	64
Shoreland	41.7							
50% OS	20.9 required							
Park/OS	21.8 provided							
Phase 1						20	14	64
Phase 2						9	16	0
Phase 3						11	16	0
						40	46	64
								150

Approximate for discussion 10-12-23



Gaiter Lake Development
 Waseca MN
 Concept C
 DNR PUD Standards



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								Total	
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						40	46	64	150

Council:

- I have met with a regional developer, Brett Reese (REVocity & Rebound Partners), and Jamie Judisch (Noble Development Company, LLC & J&M Real Estate Services, LLC), (they were at the last PSB public meeting & have had previous conversations) who are interested in becoming involved in the Gator Lake Land Development. I met with my Stantec team of Joe Palen and Phil Carlson along with Alicia.
 - Phil had prepared and discussed revised layout/concept plans and we talked about those.
 - We all agreed that a phased development approach may be best.
 - I had asked Phil to place multi-family units (smaller apartments, perhaps four buildings each 16 units) and twin homes on the south parcel to determine whether the development may be able to “cash flow”, and to consider a phased approach.

- As a result of our meeting:
 - Phil has reached out to the DNR for their preliminary review of the draft revisions (no assumptions with the DNR).
 - I have reiterated with Joe and Phil that we must foster an active partnership with the DNR.
 - Brett and Jamie have dropped back to draft a preliminary pro-forma, to discuss and “calculate” how this may work for them & to review the revised draft concepts.
 - Our next scheduled meeting is November 1, after which I will report back to you.

Carl C. Sonnenberg
City Manager
Utilities & Public Works Director
carls@ci.waseca.mn.us
507-521-1540