

WORK SESSION: CLEAR LAKE PARK PAVILION
REGULAR WASECA CITY COUNCIL MEETING
TUESDAY, JULY 5, 2022, 7:00 PM
AGENDA

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

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

5. REQUESTS AND PRESENTATIONS
6. CONSENT AGENDA
 - A. Minutes: Council Meeting, Work Session –June 21, 2022 & Work Session – June 28, 2022
 - B. Payroll & Expenditures
 - C. Premises Extension for Boxcar Bar Annual Event-July 29th - 30th
 - D. Premises Extension for Waseca American Legion-August 1st
7. ACTION AGENDA
 - A. RCCA: Authorization of an RFP for a new airport FBO
 - B. Johnson Pavilion Change Order
 - C. I&I Project Manhole Restoration Quotes
 - D. City of Waseca “Lewer Farm” Hay Quotes
 - E. Hybrid-Telework Policy
 - F. Tax Abatement Assignment
8. REPORTS
 - A. City Manager’s Report
 - B. Commission Reports
 - a. Fire Relief Association
9. ANNOUNCEMENTS
10. ADJOURNMENT

MINUTES
REGULAR WASECA CITY COUNCIL MEETING
TUESDAY, JUNE 7, 2022

CALL TO ORDER/ROLL CALL

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

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

Staff Present: Lee Mattson, City Manager
Carl Sonnenberg, Utilities and Public Works Director
Alicia Fischer, Finance Director
Bill Green, Planning and Zoning
Brad Dushaw, Parks Superintendent
Julia Hall, Administrative Clerk

MOMENT OF SILENT PRAYER/PLEDGE OF ALLEGIANCE

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

APPROVAL OF AGENDA

3. City Manager Lee Mattson added 7D: Agreement for termination of contract with the Airport Fixed Base Operator

City Manager Lee Mattson added 7E: Resolution designating MedSurety LLC and Matrix Trust as Health Reimbursement Agreement Trustee

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

PUBLIC COMMENT

4.
A. Cathy Breitbarth of 1108 11st Ave SE said she appreciated the Gaiter Lake property being mowed and would like to know what will happen with the rest of the property that was not mowed.

Motion was made by J. Conrath to offer the remaining of the property mowing to another interested party, as a onetime exception at 2 cents per pound. Going forward any request for mowing will be published on the City website and Facebook page as a Request For Proposal. Seconded by Mansfield. Motion carried 7-0.

- B. Anita Nelson 17129 Old Hwy 14, An advocate for the Makayla Clark Waseca Water Access Project. Makayla was born with spina bifida and would like access to the pool. Anita would like to see that the Waseca pool be adequately updated to meet the current ADA requirements. She would like to see a Hoyer lift as well as an aquatic chair access and sturdy railings be added to the waterpark as well as the staff be trained on how to do aquatic transfers.

The entire Council did agree that this is something that should be updated and that the City Manager should continue to investigate plans to make this possible.

- C. Michelle Oswald of 916 3rd Ave SE, asked if any of the Council members had spoken with Southwest Minnesota Housing Partnership about her concerns at Gaiter Lake and the need for a large greenspace in that development and possibly a large park. Conversations are continuing between City Staff and SWMHP.

REQUESTS AND PRESENTATIONS

- 5. Mackenzie Miller from Mayo Health Systems Waseca presented on services offered by the Mayo Clinic, all the ways the clinic is helping in the community and the facility expansion that is coming to better serve the people of Waseca.

CONSENT AGENDA

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

ACTION AGENDA

- 7.
 - A. Resolution 22-25: Dairy Queen – Variance to allow drive lane encroachment. Motion was made by J. Conrath to approve the resolution to widen the driveway, seconded by Arndt. Motion carried 7-0.
 - B. Resolution 22-26: 1200 6th St SE – Variance to allow fence encroachment. Motion was made by Christiansen to approve the resolution to allow the fence to be built as proposed, seconded by Arndt. Motion carried 7-0.
 - C. Bruce Paulson (Stantec) spoke on the Change Order options for the construction at Johnson Pavilion. Mansfield made a motion that the City get a formal pricing for Option #3-To move ahead with no restrooms and building a new wall, seconded by Mayor Srp. Motion carried 7-0.
 - D. Rose made the motion to go ahead with Agreement for termination of the agreement with the Airport Fixed Base Operator, seconded by J. Conrath. Motion carried 7-0.
 - E. Mansfield made the motion to approve the resolution designating MedSurety LLC and Matrix Trust as Health Reimbursement Agreement Trustee, seconded by J. Conrath. Motion carried 7-0.

REPORTS

8.
 - A. City Manager's Report
 1. Interviewing is ongoing for the Economic Development Manager position which is a combined position of Assistant to the City Manager and Economic Development.
 2. Would like to clarify for the Lower property what option would be preferred if the 2nd individual no longer wants to mow. The Council proposed and agreed that the 1st individual would be allowed to finish the property. Mansfield announced that he knew the other party would accept the offer.
 3. Housing and Redevelopment Authority is looking to extend the nomination of Dave Dunn to committee. Motion was approved by J. Conrath, seconded by Mayor Srp. Motion carried 7-0.
 4. The City is looking to fill an electrical lineman position. The job is posted.
 - B. Commission Reports
 1. Park Board presented by Christiansen:
 - a. They discussed the reconstruction of the Johnson Pavilion.
 - b. They are trying to figure out ways to be stricter on park vandalization.
 - c. The dog park may need grass.
 - d. They are looking at possibilities on what to do with the Downtown Walkway.
 - e. Lakefest is July 4th.
 - f. Clear Lake trail west shoreline staff planted 200 native plants along the shoreline
 - g. Their next meeting is moved to July 12th.
 2. Discover Waseca presented by J. Conrath:
 - a. Has concerns with board attendance.
 3. Economic Development Authority presented by Mansfield:
 - a. A loan was granted to the Good Game Gaming Center
 - b. No update on a grocery store
 4. Planning Commission presented by Arndt:
 - a. They reviewed and approved the variance for Dairy Queen and the Leese property.
 - b. They nominated the chair and co-chair for the board.
 - Tom Sexton-Chair
 - Tom Glaser-Vice Chair

ANNOUNCEMENTS

9.
 - A. Council member Christiansen announced:
 1. Reminder about the 4th of July celebrations, there will be Lake Fest, an event at the Art Center and a fun run.
 - B. Council member J. Conrath announced:

1. Reminder that the fish fry is from 4-7 Saturday June 25 at the Public Safety Building, if you don't like fish they will also have hotdogs.

ADJOURNMENT

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

R. D. SRP
MAYOR

JULIA HALL
ADMINISTRATIVE CLERK

MINUTES
CITY COUNCIL WORK SESSION
TUESDAY, JUNE 21, 2022

The work session began at 6:00 p.m.

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

Staff Present: Lee Mattson, City Manager
 Alicia Fischer, Finance Director
 Julia Hall, Administrative Clerk

Tom Olinger, Partner, ABDO
Sheila Jungwirth, Senior Associate, ABDO

Tom Olinger and Sheila Jungwith of Abdo spoke on the results of the 2021 City Audit. The Auditors issues an unmodified opinion, and no instances of noncompliance were noted.

There was no decision to be made at this meeting it was for informational purposes only.

There being no discussion and no action taken, the work session adjourned at 6:36 p.m.

R.D. SRP
MAYOR

JULIA HALL
ADMINISTRATIVE CLERK

MINUTES
CITY COUNCIL WORK SESSION
TUESDAY, JUNE 28, 2022

The work session began at 6:00 p.m.

Councilmembers Present: Allan Rose Mark Christiansen
Ted Conrath John Mansfield
Jeremy Conrath

Councilmembers Absent: Darren Arndt Roy Srp

Staff Present: Lee Mattson, City Manager
Alicia Fischer, Finance Director
Carl Sonnenberg, Director Utilities and Public Works
Nate Willey, City Engineer
Julia Hall, Administrative Clerk

The City Manager and the City Finance Director presented the draft Capital Investment Plan.

There was no decision to be made at this meeting it was for informational purposes only. City Staff will continue with finalizing the Capital Investment Plan.

There being no further discussion and no action taken, the work session adjourned at 6:30 p.m.

R.D. SRP
MAYOR

JULIA HALL
ADMINISTRATIVE CLERK

Micah Foerher

6B

LIST OF EXPENDITURES

June 21, 2022

Lee A. Wilson

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City Council	0.00
Streets	27,014.36
Parks	17,014.70
Wastewater	10,241.98
Utility Administration	4,972.19
Utility Offices	7,433.09
Electric	15,875.11
Water	9,609.03
Building and Code Compliance	2,920.10
Police	63,352.38
Administration	8,198.08
Community Aides	0.00
Fire	9,781.35
Paid On Call Fire Department	0.00
PEG	252.45
Election Judges	0.00
Finance	9,587.67
Connections	2,952.11
Community Development	6,742.56
Engineering	16,071.91
Recreation	20,453.88
Econ Development	<u>3,558.82</u>

Total Gross Payroll 236,031.77

*Less- Payroll Deductions (72,356.12)

Net Payroll Cost \$ 163,675.65

*These costs are included in Accounts Payable totals below

Accounts Payable

Expenditures dated:

June 17, 2022-June 30, 2022

Includes check #'s 158180-158218

Bank ACH Withdrawals..... 1,663,265.87

GRAND TOTAL EXPENDITURES \$ 1,826,941.52

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
General Fund					
06/30/2022	158206	Quadient Finance	Postage	101-15510-0000	1,000.00
Total 101155100000:					1,000.00
06/30/2022	62232	MN Sales and Use Tax Payable	May Sales Tax Payable	101-20210-0000	689.50 M
Total 101202100000:					689.50
06/30/2022	62238	ACH Internal Revenue Service	FEDERAL WITHHOLDING TAX Pay Period: 6/26/2022	101-21701-0000	21,659.14 M
Total 101217010000:					21,659.14
06/30/2022	62234	MN Department of Revenue	STATE WITHHOLDING TAX Pay Period: 6/26/2022	101-21702-0000	10,240.40 M
Total 101217020000:					10,240.40
06/30/2022	62238	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 6/26/2022	101-21703-0000	9,998.68 M
06/30/2022	62238	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 6/26/2022	101-21703-0000	10,366.10 M
Total 101217030000:					20,364.78
06/30/2022	62235	Public Employees Retirement Assn (ACH	PERA COORD Emplr 1% Pay Period: 6/26/2022	101-21704-0000	1,384.82 M
06/30/2022	62235	Public Employees Retirement Assn (ACH	PERA adj	101-21704-0000	.02 M
06/30/2022	62235	Public Employees Retirement Assn (ACH	PERA COORDINATED Employee Pay Period: 6/26/2022	101-21704-0000	9,001.48 M
06/30/2022	62235	Public Employees Retirement Assn (ACH	PERA POLICE Employee Pay Period: 6/26/2022	101-21704-0000	7,955.59 M
06/30/2022	62235	Public Employees Retirement Assn (ACH	PERA COORDINATED Employer Pay Period: 6/26/2022	101-21704-0000	9,001.48 M
06/30/2022	62235	Public Employees Retirement Assn (ACH	PERA POLICE Employer Pay Period: 6/26/2022	101-21704-0000	11,933.38 M
Total 101217040000:					39,276.77
06/30/2022	62238	ACH Internal Revenue Service	MEDICARE Pay Period: 6/26/2022	101-21712-0000	3,245.42 M
06/30/2022	62238	ACH Internal Revenue Service	MEDICARE Pay Period: 6/26/2022	101-21712-0000	3,331.35 M
Total 101217120000:					6,576.77
06/30/2022	62239	MSRS- (DEF COMP)	MSRS - ROTH (AFTER TAX) Pay Period: 6/26/2022	101-21713-0000	1,581.81 M
06/30/2022	62239	MSRS- (DEF COMP)	MSRS - DEF COMP Pay Period: 6/26/2022	101-21713-0000	844.00 M
Total 101217130000:					2,425.81
06/30/2022	62237	Vantagepoint Transfer Agents 457	ICMA - ROTH (AFTER TAX) Pay Period: 6/26/2022	101-21714-0000	350.00 M
06/30/2022	62237	Vantagepoint Transfer Agents 457	ICMA DEF COMPENSATION Pay Period: 6/26/2022	101-21714-0000	632.69 M
Total 101217140000:					982.69
06/30/2022	62242	Further	Flex Reimbursement	101-21716-0000	221.25 M
06/30/2022	62231	Further	Flex Reimbursement	101-21716-0000	621.16 M
06/30/2022	62233	Further	Flex Reimbursement	101-21716-0000	1,250.46 M
06/30/2022	62240	Further	HSA Contribution Pay Period: 6/26/2022	101-21716-0000	555.90 M
Total 101217160000:					2,648.77
06/30/2022	62236	MN Child Support Payment Center	CHILD SUPPORT FLAT AMT Pay Period: 6/26/2022	101-21717-0000	972.76 M

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101217170000:					972.76
06/30/2022	158194	Home Energy Center Inc	Building permit refund	101-32210-0000	50.00
Total 101322100000:					50.00
06/30/2022	20220512	Discover Waseca Tourism	May Lodging Tax	101-41110-4440	2,560.82
Total 101411104440:					2,560.82
06/30/2022	20220530	Waseca Area Senior Citizens Center	City Contribution	101-41110-4455	1,125.00
Total 101411104455:					1,125.00
06/30/2022	20220529	Waseca Area Chamber of Commerce	Employee Recognition-Slattery/Edwards	101-41320-4930	35.00
Total 101413204930:					35.00
06/30/2022	20220501	A. H. Hermel Company	Pop for vending machine	101-41320-4945	122.45
Total 101413204945:					122.45
06/30/2022	62230	Further	Admin Fees	101-41500-1600	41.00 M
Total 101415001600:					41.00
06/30/2022	20220502	Abdo	Audit Services-2022	101-41500-3000	4,700.00
Total 101415003000:					4,700.00
06/30/2022	158216	Waseca County Treasurer	Legal Services Contract payment	101-41600-3000	5,370.33
Total 101416003000:					5,370.33
06/30/2022	20220522	Pantheon Computer Systems Inc.	Maintenance Agreement	101-41920-3100	7,178.38
Total 101419203100:					7,178.38
06/30/2022	20220516	Innovative Office Supply	Office Supplies-post it/thermal paper	101-41940-2000	161.32
06/30/2022	20220516	Innovative Office Supply	Office supplies-Binding rings	101-41940-2000	47.27
Total 101419402000:					208.59
06/30/2022	20220516	Innovative Office Supply	Breakroom supplies-Plates	101-41940-2170	91.46
06/30/2022	20220516	Innovative Office Supply	Towels and tissues	101-41940-2170	68.32
Total 101419402170:					159.78
06/30/2022	20220506	Cady Business Technologies Inc	Monthly Phone Support Plan	101-41940-3100	262.62
06/30/2022	158187	Cintas Corporation	Floor Mat	101-41940-3100	54.58
06/30/2022	20220525	Stoltz Cleaning Services LLC	Cleaning Services	101-41940-3100	742.50
06/30/2022	20220525	Stoltz Cleaning Services LLC	City Hall Cleaning	101-41940-3100	367.50
Total 101419403100:					1,427.20

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
06/30/2022	158189	Consolidated Communications	Monthly Billing	101-41940-3200	196.01
06/30/2022	158189	Consolidated Communications	Monthly Billing	101-41940-3200	87.13
Total 101419403200:					283.14
06/30/2022	158185	Centerpoint Energy	Monthly Billing	101-41940-3800	151.66
Total 101419403800:					151.66
06/30/2022	20220516	Innovative Office Supply	Office Supplies - Police	101-42100-2000	43.98
Total 101421002000:					43.98
06/30/2022	20220516	Innovative Office Supply	General Supplies - Police	101-42100-2170	14.60
Total 101421002170:					14.60
06/30/2022	158188	Cintas Corporation	First Aid - Police	101-42100-2190	30.28
Total 101421002190:					30.28
06/30/2022	158215	Waseca County License Bureau	Registration Police	101-42100-2220	14.25
Total 101421002220:					14.25
06/30/2022	158187	Cintas Corporation	Floor Mats	101-42100-3100	8.88
06/30/2022	158187	Cintas Corporation	Floor Mats	101-42100-3100	8.87
06/30/2022	20220525	Stoltz Cleaning Services LLC	Cleaning Services	101-42100-3100	78.75
06/30/2022	20220525	Stoltz Cleaning Services LLC	Public Safety Restroom Cleaning	101-42100-3100	78.75
Total 101421003100:					175.25
06/30/2022	158189	Consolidated Communications	Monthly Billing	101-42100-3200	196.01
06/30/2022	158189	Consolidated Communications	Monthly Billing	101-42100-3200	304.16
06/30/2022	158189	Consolidated Communications	Monthly Billing	101-42100-3200	24.55
Total 101421003200:					524.72
06/30/2022	158185	Centerpoint Energy	Monthly Billing	101-42100-3800	193.87
Total 101421003800:					193.87
06/30/2022	158188	Cintas Corporation	First Aid - Fire	101-42200-2190	34.45
06/30/2022	158191	Fire Safety USA Inc.	Scene Dots	101-42200-2190	182.00
Total 101422002190:					216.45
06/30/2022	158180	Amazon	Medical Equipment	101-42200-2410	223.97
06/30/2022	158191	Fire Safety USA Inc.	Gas Monitor	101-42200-2410	825.00
Total 101422002410:					1,048.97
06/30/2022	158187	Cintas Corporation	Floor Mats	101-42200-3100	8.87
06/30/2022	158187	Cintas Corporation	Floor Mats	101-42200-3100	8.88
06/30/2022	20220525	Stoltz Cleaning Services LLC	Cleaning Services	101-42200-3100	78.75
06/30/2022	20220525	Stoltz Cleaning Services LLC	Public Safety Restroom Cleaning	101-42200-3100	78.75

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101422003100:					175.25
06/30/2022	158182	Ancom Communications Inc	Pager Batteries	101-42200-3200	201.70
06/30/2022	158189	Consolidated Communications	Monthly Billing	101-42200-3200	24.55
Total 101422003200:					226.25
06/30/2022	158185	Centerpoint Energy	Monthly Billing	101-42200-3800	193.87
06/30/2022	158189	Consolidated Communications	Monthly Billing	101-42200-3800	28.01
Total 101422003800:					221.88
06/30/2022	158198	LaCanne's Marine Inc	Ranger Repair	101-42200-4000	65.34
Total 101422004000:					65.34
06/30/2022	20220507	City Building Inspection Services LLC	building inspections	101-42400-3000	5,923.84
Total 101424003000:					5,923.84
06/30/2022	62241	Verizon Wireless	Monthly Verizon Data Bill	101-43000-3200	80.02 M
Total 101430003200:					80.02
06/30/2022	20220504	Bomgaars Supply	Parts & Supplies	101-43100-2170	44.75
06/30/2022	158188	Cintas Corporation	First Aid cabinet supplies	101-43100-2170	63.50
06/30/2022	20220513	Holtmeier Construction Inc.	crushed rock	101-43100-2170	793.12
06/30/2022	158196	JJS Technical Services	Air Monitor repair	101-43100-2170	406.00
Total 101431002170:					1,307.37
06/30/2022	158184	Aramark Uniform Services	uniform service	101-43100-2180	185.10
06/30/2022	158184	Aramark Uniform Services	uniform service	101-43100-2180	184.24
Total 101431002180:					369.34
06/30/2022	20220504	Bomgaars Supply	Parts & Supplies	101-43100-2400	75.62
Total 101431002400:					75.62
06/30/2022	158189	Consolidated Communications	Monthly Billing	101-43100-3200	47.75
Total 101431003200:					47.75
06/30/2022	158185	Centerpoint Energy	Monthly Billing	101-43100-3800	213.20
Total 101431003800:					213.20
06/30/2022	158205	Potters Industries LLC	crosswalk supplies	101-43170-2170	968.00
Total 101431702170:					968.00
06/30/2022	20220515	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
06/30/2022	158180	Amazon	Admission Supplies	101-45130-2000	48.30
Total 101451302000:					48.30
06/30/2022	20220514	Horizon Commercial Pool Supply	WP Chemicals	101-45130-2165	8,099.91
06/30/2022	20220514	Horizon Commercial Pool Supply	WP Chemicals	101-45130-2165	452.24
06/30/2022	20220514	Horizon Commercial Pool Supply	WP Chemicals	101-45130-2165	671.07
Total 101451302165:					9,223.22
06/30/2022	20220504	Bomgaars Supply	Parts & Supplies	101-45130-2170	94.72
Total 101451302170:					94.72
06/30/2022	20220504	Bomgaars Supply	Parts & Supplies	101-45130-2175	42.46
Total 101451302175:					42.46
06/30/2022	20220514	Horizon Commercial Pool Supply	Chemical Equipment	101-45130-2210	181.80
Total 101451302210:					181.80
06/30/2022	20220501	A. H. Hermel Company	WP Concession	101-45130-2500	772.62
06/30/2022	20220501	A. H. Hermel Company	WP Concession	101-45130-2500	317.37
06/30/2022	20220501	A. H. Hermel Company	WP Concession	101-45130-2500	100.55
06/30/2022	20220501	A. H. Hermel Company	WP Concession	101-45130-2500	1,232.66
06/30/2022	20220501	A. H. Hermel Company	WP Concession	101-45130-2500	1,967.39
06/30/2022	20220501	A. H. Hermel Company	Credit for not recieved items	101-45130-2500	119.06-
06/30/2022	158195	Hy-Vee Accounts Receivable	WP Birthday Cake	101-45130-2500	21.99
06/30/2022	158202	Morgan's Meat Market	WP Concessions	101-45130-2500	67.50
06/30/2022	158202	Morgan's Meat Market	Hot dogs for Waterpark Concessions	101-45130-2500	45.00
Total 101451302500:					4,406.02
06/30/2022	158189	Consolidated Communications	Monthly Billing	101-45130-3200	201.15
Total 101451303200:					201.15
06/30/2022	158185	Centerpoint Energy	Monthly Billing	101-45130-3800	1,158.48
Total 101451303800:					1,158.48
06/30/2022	158203	MPeters Enterprises Inc.	WP Flag	101-45130-4000	35.04
Total 101451304000:					35.04
06/30/2022	20220501	A. H. Hermel Company	TLCF Concession	101-45180-2500	49.72
Total 101451802500:					49.72
06/30/2022	20220504	Bomgaars Supply	Parts & Supplies	101-45200-2210	50.12

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101452002210:					50.12
06/30/2022	158189	Consolidated Communications	Monthly Billing	101-45200-3200	21.07
Total 101452003200:					21.07
06/30/2022	158185	Centerpoint Energy	Monthly Billing	101-45200-3800	95.50
06/30/2022	158185	Centerpoint Energy	Monthly Billing	101-45200-3800	24.94
Total 101452003800:					120.44
06/30/2022	20220524	ServiceMaster by Ayotte	Supplies	101-45500-2170	196.04
Total 101455002170:					196.04
06/30/2022	158185	Centerpoint Energy	Monthly Billing	101-45500-3800	148.15
06/30/2022	158189	Consolidated Communications	Monthly Billing	101-45500-3800	58.80
Total 101455003800:					206.95
Total General Fund:					166,555.83
Airport					
06/30/2022	158211	Stensrud Aviation	Stensrud Aviation Fuel Buyout	230-49810-2120	20,826.36
Total 230498102120:					20,826.36
06/30/2022	158186	CenturyLink	Airport Phone and Internet	230-49810-3200	111.18
Total 230498103200:					111.18
06/30/2022	158185	Centerpoint Energy	Monthly Billing	230-49810-3800	37.08
Total 230498103800:					37.08
Total Airport:					20,974.62
Police Reserve					
06/30/2022	20220526	Streicher's	Vests - Reservists	275-49212-2180	144.00
Total 275492122180:					144.00
06/30/2022	158183	Androli, Jeff	Security for street dance-Katie's 6/25/2022	275-49212-3100	110.00
06/30/2022	20220511	Deweese, Matt	Security for street dance-Katie's 6/25/2022	275-49212-3100	110.00
06/30/2022	20220523	Rogers, Tony	Security for street dance-Katie's 6/25/2022	275-49212-3100	110.00
Total 275492123100:					330.00
Total Police Reserve:					474.00
Safe Haven Grant					
06/30/2022	158200	MN Supervised Visitation Network	Membership Renewal	279-46350-3000	225.00
Total 279463503000:					225.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total Safe Haven Grant:					225.00
Capital Improvement					
06/30/2022	20220517	James Brothers Construction Inc.	CLP Playground Materials	430-43010-5435	1,809.61
06/30/2022	20220531	Waseca Sand & Gravel Inc.	CLP Playground Concrete	430-43010-5435	632.00
Total 430430105435:					2,441.61
06/30/2022	158193	Heselton Construction LLC	8th St SE Project Payment #2 - Streets	430-43010-5560	332,069.25
Total 430430105560:					332,069.25
Total Capital Improvement:					334,510.86
Water					
06/30/2022	62232	MN Sales and Use Tax Payable	May Sales Tax Payable	601-20210-0000	2,619.17 M
Total 601202100000:					2,619.17
06/30/2022	158192	Hawkins Inc	City Wells Chemicals	601-49401-2170	6,565.79
06/30/2022	158192	Hawkins Inc	City Wells Chemicals	601-49401-2170	1,384.22
Total 601494012170:					7,950.01
06/30/2022	158185	Centerpoint Energy	Monthly Billing	601-49401-3800	39.28
Total 601494013800:					39.28
06/30/2022	62238	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 6/26/2022	601-49430-0000	367.42 M
06/30/2022	62238	ACH Internal Revenue Service	MEDICARE Pay Period: 6/26/2022	601-49430-0000	85.93 M
Total 601494300000:					453.35
06/30/2022	20220504	Bomgaars Supply	Parts & Supplies	601-49430-2120	49.98
Total 601494302120:					49.98
06/30/2022	158184	Aramark Uniform Services	uniforms	601-49430-2180	13.55
06/30/2022	158184	Aramark Uniform Services	uniforms	601-49430-2180	13.55
Total 601494302180:					27.10
06/30/2022	20220504	Bomgaars Supply	Parts & Supplies	601-49430-2230	27.99
06/30/2022	20220509	Core & Main LP	Main Repair	601-49430-2230	446.21
06/30/2022	20220531	Waseca Sand & Gravel Inc.	Main Break Fill	601-49430-2230	780.00
Total 601494302230:					1,254.20
06/30/2022	20220503	Berry Pallets Inc	main break 4th st sw	601-49430-3100	473.52
Total 601494303100:					473.52
06/30/2022	158214	W W Blacktopping Inc.	Blacktop for Main Repair	601-49430-4000	2,748.05
06/30/2022	158214	W W Blacktopping Inc.	Blacktop for Main Repair	601-49430-4000	2,675.12
06/30/2022	158214	W W Blacktopping Inc.	Blacktop for Main Repair	601-49430-4000	2,744.14

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 601494304000:					8,167.31
06/30/2022	158180	Amazon	Keyboard-Weber	601-49585-2050	14.99
Total 601495852050:					14.99
06/30/2022	158189	Consolidated Communications	Monthly Billing	601-49585-3200	52.27
06/30/2022	158212	U.S. Postal Service	Postage - July utility bills	601-49585-3200	469.24
Total 601495853200:					521.51
06/30/2022	158181	American Water Works Association	AWWA Dues	601-49586-4330	355.00
Total 601495864330:					355.00
06/30/2022	20220522	Pantheon Computer Systems Inc.	Maintenance Agreement	601-49586-4950	1,025.49
Total 601495864950:					1,025.49
06/30/2022	20220531	Waseca Sand & Gravel Inc.	Main Break Fill	601-49593-5300	460.00
06/30/2022	158217	Wencl Construction Inc	North State Water Main Project	601-49593-5300	885,552.00
Total 601495935300:					886,012.00
Total Water:					908,962.91
Sanitary Sewer					
06/30/2022	20220508	Continental Research Corporation	lift station weed killer and preventor	602-49470-2170	515.33
Total 602494702170:					515.33
06/30/2022	158189	Consolidated Communications	Monthly Billing	602-49470-3200	406.97
Total 602494703200:					406.97
06/30/2022	158185	Centerpoint Energy	Monthly Billing	602-49470-3800	23.66
06/30/2022	158185	Centerpoint Energy	Monthly Billing	602-49470-3800	69.21
Total 602494703800:					92.87
06/30/2022	20220504	Bomgaars Supply	Parts & Supplies	602-49470-4020	20.32
06/30/2022	20220527	Temple Electric Motor Service Inc	Memorial Park Lift Pump Repair	602-49470-4020	574.50
06/30/2022	20220527	Temple Electric Motor Service Inc	Kiesler Lift Station Blower Motor Repair	602-49470-4020	247.00
Total 602494704020:					841.82
06/30/2022	158192	Hawkins Inc	Chlorine & Sulfur	602-49480-2170	3,124.60
Total 602494802170:					3,124.60
06/30/2022	20220505	Border States Electric Supply	Electrical Materials	602-49480-2210	426.39
Total 602494802210:					426.39
06/30/2022	158210	Stantec Consulting Services Inc	NPDES Permit Review	602-49480-3000	2,006.50

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
06/30/2022	158210	Stantec Consulting Services Inc	NPDES Permit Review	602-49480-3000	964.00
Total 602494803000:					2,970.50
06/30/2022	158187	Cintas Corporation	Floor mat service	602-49480-3100	9.60
06/30/2022	20220518	Javens Mechanical Contracting Co.	RPZ Repair	602-49480-3100	175.00
06/30/2022	20220520	M & R Electric Inc.	exterior lights	602-49480-3100	168.44
06/30/2022	158208	Spee-Dee Delivery Service Inc.	Shipping	602-49480-3100	19.02
Total 602494803100:					372.06
06/30/2022	158189	Consolidated Communications	Monthly Billing	602-49480-3200	155.62
Total 602494803200:					155.62
06/30/2022	158185	Centerpoint Energy	Monthly Billing	602-49480-3800	1,292.80
06/30/2022	158209	SSI Crestmark MN Holding LLC	Crestmark Solar	602-49480-3800	16,320.01
06/30/2022	158213	USS MN V MT LLC	USS Solar	602-49480-3800	3,414.85
Total 602494803800:					21,027.66
06/30/2022	158180	Amazon	Keyboard-Weber	602-49585-2050	15.00
Total 602495852050:					15.00
06/30/2022	158189	Consolidated Communications	Monthly Billing	602-49585-3200	52.27
06/30/2022	158212	U.S. Postal Service	Postage - July utility bills	602-49585-3200	469.24
Total 602495853200:					521.51
06/30/2022	20220522	Pantheon Computer Systems Inc.	Maintenance Agreement	602-49586-4950	1,025.49
Total 602495864950:					1,025.49
06/30/2022	158193	Heselton Construction LLC	8th St SE Project Payment #2 - Sanitary	602-49593-5300	53,687.35
06/30/2022	158210	Stantec Consulting Services Inc	Barscreen Project	602-49593-5300	699.75
06/30/2022	158210	Stantec Consulting Services Inc	Aeration Blower Project	602-49593-5300	7,779.36
06/30/2022	158210	Stantec Consulting Services Inc	Barscreen Project	602-49593-5300	1,032.75
Total 602495935300:					63,199.21
06/30/2022	20220510	Crysteel Truck Equipment Inc.	New Truck Replacement	602-49593-5400	2,850.00
Total 602495935400:					2,850.00
Total Sanitary Sewer:					97,545.03
Electric Utility					
06/30/2022	62232	MN Sales and Use Tax Payable	May Sales Tax Payable	604-20210-0000	30,169.33 M
Total 604202100000:					30,169.33
06/30/2022	20220519	Locators & Supplies Inc.	locate flags	604-49571-2170	241.48
06/30/2022	20220519	Locators & Supplies Inc.	pulling sling	604-49571-2170	198.25

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 604495712170:					439.73
06/30/2022	20220519	Locators & Supplies Inc.	leather gloves	604-49571-2190	125.82
Total 604495712190:					125.82
06/30/2022	20220505	Border States Electric Supply	meters	604-49571-2215	2,392.41
06/30/2022	158218	Wesco Receivables Corp	Metering CT's	604-49571-2215	409.77
Total 604495712215:					2,802.18
06/30/2022	158201	MN Valley Action Council	Low income energy audit reimbursement	604-49571-2340	952.14
Total 604495712340:					952.14
06/30/2022	158180	Amazon	Keyboard-Weber	604-49585-2050	15.00
Total 604495852050:					15.00
06/30/2022	158189	Consolidated Communications	Monthly Billing	604-49585-3200	97.99
06/30/2022	158189	Consolidated Communications	Monthly Billing	604-49585-3200	31.02
06/30/2022	158212	U.S. Postal Service	Postage - July utility bills	604-49585-3200	469.24
Total 604495853200:					598.25
06/30/2022	158199	McGrann Shea Carnival Straughn & Lam	Attorney	604-49586-3000	750.00
Total 604495863000:					750.00
06/30/2022	20220522	Pantheon Computer Systems Inc.	Maintenance Agreement	604-49586-4950	1,025.49
Total 604495864950:					1,025.49
06/30/2022	20220505	Border States Electric Supply	Conversion Supplies	604-49593-5300	246.91
Total 604495935300:					246.91
Total Electric Utility:					37,124.85
Storm Water Utility					
06/30/2022	158190	Dahle Sod Farm	1800 Elm Ave West Restoration	651-43140-3100	2,300.00
Total 651431403100:					2,300.00
06/30/2022	158193	Heselton Construction LLC	8th St SE Project Payment #2 - Storm	651-49593-5300	94,135.98
Total 651495935300:					94,135.98
Total Storm Water Utility:					96,435.98
Central Garage Services					
06/30/2022	158197	John Deere Financial	J D mower parts	701-43180-2210	62.33
06/30/2022	20220521	MTI Distributing Inc.	Toro Parts	701-43180-2210	32.65
06/30/2022	20220521	MTI Distributing Inc.	Toro Parts	701-43180-2210	74.08
06/30/2022	158207	Shade Tree Oil & Repair LLC	M-11 Repair	701-43180-2210	109.03

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
06/30/2022	20220528	Towmaster Inc	Electrical Switchs	701-43180-2210	53.70
Total 701431802210:					331.79
Total Central Garage Services:					331.79
Property and Liability Insuran					
06/30/2022	158204	Old Republic Surety Group	Annual Bond Renewel for MnDOT Permits	702-49955-3620	125.00
Total 702499553620:					125.00
Total Property and Liability Insuran:					125.00
Grand Totals:					1,663,265.87

Report Criteria:

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

CONTRACT CONSTRUCTION PAYMENT REQUEST

DATE: 06/29/2022

TO: Mayor & City Council
Lee Mattson, City Manager

PROJECT NAME: 8th Street SE Reconstruction

CITY PROJECT NO. 2207

PAYMENT REQUEST : 2

PAYMENT PERIOD : 05/24/2022-06/27/2022

CONTRACTOR: Heselton Construction

PAYMENT AMOUNT: \$479,892.58

Approved By:

Nathan Willey 6-29-22
Department Head Date

Merou Fischer 6/29/2022
Director of Finance Date

Lee A. Mattson 6-29-22
City Manager Date



Owner: City of Waseca, 508 South State St., Waseca, MN 56093	Date: June 28, 2022
For Period: 5/24/2022 to 6/27/2022	Request No: 2
Contractor: Heselton Construction, LLC, 680 24th St. NW, Faribault, MN 55021	

CONTRACTOR'S REQUEST FOR PAYMENT
 8TH STREET SE RECONSTRUCITON AND REHABILITATION IMPROVEMENTS
 STANTEC PROJECT NO. 193805360

SUMMARY

1	Original Contract Amount		\$	<u>1,436,538.73</u>
2	Change Order - Addition	\$	<u>0.00</u>	
3	Change Order - Deduction	\$	<u>0.00</u>	
4	Revised Contract Amount		\$	<u>1,436,538.73</u>
5	Value Completed to Date		\$	<u>692,811.10</u>
6	Material on Hand		\$	<u>0.00</u>
7	Amount Earned		\$	<u>692,811.10</u>
8	Less Retainage 5%		\$	<u>34,640.55</u>
9	Subtotal		\$	<u>658,170.55</u>
10	Less Amount Paid Previously		\$	<u>178,277.97</u>
11	Liquidated damages -		\$	<u>0.00</u>
12	AMOUNT DUE THIS REQUEST FOR PAYMENT NO. <u>2</u>		\$	<u><u>479,892.58</u></u>

Recommended for Approval by:
STANTEC

Joseph C. Palm

Approved by Contractor:
HESELTON CONSTRUCTION, LLC

Jason Brandvold

Approved by Owner:
CITY OF WASECA

Nathan Willey

Specified Contract Completion Date:

Date: *6-28-22*

No.	Item	Unit	Contract Quantity	Unit Price	Current Quantity	Quantity to Date	Amount to Date
BASE BID							
1	MOBILIZATION	LUMP SUM	1	38000.00	0.00	0.50	\$19,000.00
2	CLEARING	EACH	6	830.00	0.00	6.00	\$4,980.00
3	GRUBBING	EACH	6	205.00	0.00	6.00	\$1,230.00
4	GRUBBING SPECIAL	EACH	1	205.00	0.00	1.00	\$205.00
5	REMOVE MANHOLE OR CATCH BASIN	EACH	21	400.00	11.00	24.00	\$9,600.00
6	SALVAGE SIGN	EACH	28	52.00	27.00	27.00	\$1,404.00
7	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	389	2.50	351.00	351.00	\$877.50
8	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	1996	2.00	0.00	1,598.00	\$3,196.00
9	REMOVE PIPE DRAIN	LIN FT	2273	2.25	2,045.00	2,045.00	\$4,601.25
10	REMOVE SEWER PIPE (STORM)	LIN FT	383	12.50	371.00	383.00	\$4,787.50
11	REMOVE SEWER PIPE (SANITARY)	LIN FT	46	2.00	0.00	46.00	\$92.00
12	REMOVE CURB AND GUTTER	LIN FT	3543	3.95	0.00	3,401.00	\$13,433.95
13	REMOVE SIDEWALK	SQ YD	1258	8.50	1,062.30	1,132.00	\$9,622.00
14	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	358	8.90	326.50	358.00	\$3,186.20
15	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	34	9.00	23.90	34.00	\$306.00
16	REMOVE BITUMINOUS PAVEMENT	SQ YD	5952	3.25	224.50	5,952.00	\$19,344.00
17	ABANDON PIPE SEWER	LIN FT	1457	3.00	1,311.00	1,311.00	\$3,933.00
18	SALVAGE BRICK PAVERS	SQ FT	142	4.00	0.00	140.00	\$560.00
19	SELECT GRANULAR BORROW MOD (CV)	CU YD	3219	24.85	2,897.00	2,897.00	\$71,990.45
20	EXCAVATION - COMMON	CU YD	5274	11.30	4,746.00	4,746.00	\$53,629.80
21	GEOTEXTILE FABRIC TYPE 5	SQ YD	6197	1.60	5,577.00	5,577.00	\$8,923.20
22	STREET SWEEPER (WITH PICKUP BROOM)	hour	15	150.00	12.00	15.00	\$2,250.00
23	AGGREGATE BASE (CV) CLASS 5	CU YD	2100	32.75	1,890.00	1,890.00	\$61,897.50
24	MILL BITUMINOUS PAVEMENT (SPECIAL)	SQ YD	11807	2.25	0.00	0.00	\$0.00
25	BITUMINOUS MATERIAL FOR TACK COAT	GALLON	1290	3.00	0.00	0.00	\$0.00
26	TYPE SP 9.5 WEARING COURSE MIXTURE (3;C) 1.5" THICK	SQ YD	20577	7.50	0.00	0.00	\$0.00
27	TYPE SP 12.5 WEARING COURSE MIXTURE (3;B) 2.0" THICK	SQ YD	5225	9.75	0.00	0.00	\$0.00
28	TYPE SP 12.5 WEARING COURSE MIXTURE (3;C) 1.5" THICK	SQ YD	20577	7.50	0.00	0.00	\$0.00
29	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3;B)	TON	113.3	108.00	0.00	0.00	\$0.00
30	6" PERF PVC PIPE DRAIN	LIN FT	2657	25.00	2,391.00	2,391.00	\$59,775.00
31	6" PVC PIPE DRAIN CLEANOUT	EACH	6	330.00	7.00	7.00	\$2,310.00
32	8" PVC PIPE SEWER	LIN FT	1235	52.00	0.00	1,240.00	\$64,480.00
33	12" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	21	74.00	0.00	22.00	\$1,628.00
34	15" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	439	77.00	395.00	472.00	\$36,344.00
35	24" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	83	98.00	75.00	75.00	\$7,350.00
36	SANITARY SEWER BYPASS PUMPING	LUMP SUM	1	2700.00	1.00	1.00	\$2,700.00
37	DRAIN PIPE CONNECTION (SUMP PUMPS)	EACH	19	330.00	8.00	8.00	\$2,640.00
38	CONNECT TO EXISTING SANITARY SEWER	EACH	6	800.00	2.00	6.00	\$4,800.00
39	CONNECT TO EXISTING MANHOLES (SAN)	EACH	1	2350.00	0.00	1.00	\$2,350.00
40	CONNECT TO EXISTING STORM SEWER	EACH	6	1000.00	2.00	6.00	\$6,000.00
41	CONNECT TO EXISTING MANHOLES	EACH	4	1050.00	1.00	4.00	\$4,200.00
42	CONNECT TO EXISTING SANITARY SEWER SERVICE	EACH	9	150.00	10.00	10.00	\$1,500.00
43	8"X4" PVC WYE	EACH	6	370.00	1.00	1.00	\$370.00
44	8"X6" PVC WYE	EACH	3	470.00	0.00	9.00	\$4,230.00
45	TELEWISE SANITARY SEWER	LIN FT	1235	2.25	0.00	0.00	\$0.00
46	TELEWISE SANITARY SEWER SERVICES	LIN FT	516	7.00	0.00	0.00	\$0.00
47	PLUG FILL AND ABANDON PIPE SEWER	LIN FT	38	47.00	34.00	34.00	\$1,598.00
48	4" PVC SANITARY SERVICE PIPE	LIN FT	175	65.00	34.00	34.00	\$2,210.00
49	6" PVC SANITARY SERVICE PIPE	LIN FT	100	72.00	243.00	269.00	\$19,368.00
50	ADJUST HYDRANT	EACH	4	935.00	0.00	0.00	\$0.00
51	ADJUST VALVE BOX-WATER	EACH	30	210.00	0.00	0.00	\$0.00
52	ADJUST CURB BOX	EACH	4	150.00	0.00	0.00	\$0.00
53	4" POLYSTYRENE INSULATION	SQ YD	4	48.00	3.00	4.00	\$192.00
54	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 3	EACH	20	2185.00	14.00	20.00	\$43,700.00
55	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	EACH	3	1400.00	3.00	3.00	\$4,200.00
56	CASTING ASSEMBLY	EACH	10	1120.00	1.00	1.00	\$1,120.00
57	ADJUST FRAME AND RING CASTING	EACH	27	650.00	0.00	0.00	\$0.00
58	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL	LIN FT	54	415.00	54.00	54.00	\$22,410.00
59	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 1	LIN FT	10	777.00	0.00	0.00	\$0.00

No.	Item	Unit	Contract Quantity	Unit Price	Current Quantity	Quantity to Date	Amount to Date
60	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 2	LIN FT	6	505.00	6.00	6.00	\$3,030.00
61	CONNECT TO EXISTING STRUCTURE	EACH	2	725.00	2.00	2.00	\$1,450.00
62	CASTING ASSEMBLY SPECIAL	EACH	20	1095.00	8.00	8.00	\$8,760.00
63	CASTING ASSEMBLY SPECIAL 1	EACH	8	660.00	0.00	0.00	\$0.00
64	CONCRETE COLLAR	EACH	8	215.00	0.00	0.00	\$0.00
65	4" CONCRETE WALK	SQ FT	10878	6.00	831.00	831.00	\$4,986.00
66	6" CONCRETE WALK	SQ FT	852	19.00	750.00	750.00	\$14,250.00
67	CONCRETE CURB AND GUTTER DESIGN B612	LIN FT	1005	19.25	0.00	0.00	\$0.00
68	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	1188	31.50	1,212.00	1,212.00	\$38,178.00
69	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	1362	21.50	0.00	0.00	\$0.00
70	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	584.1	78.50	82.00	82.00	\$6,437.00
71	CONCRETE CURB DESIGN V	LIN FT	18	21.50	0.00	0.00	\$0.00
72	6" CONCRETE VALLEY GUTTER	SQ YD	55	83.00	0.00	0.00	\$0.00
73	TRUNCATED DOMES	SQ FT	310	39.25	111.00	111.00	\$4,356.75
74	TRAFFIC CONTROL	LUMP SUM	1	8600.00	0.00	0.50	\$4,300.00
75	INSTALL SIGN	EACH	28	335.00	0.00	0.00	\$0.00
76	DECIDUOUS TREE 1" CAL CONT	EACH	20	715.00	0.00	0.00	\$0.00
77	STABILIZED CONSTRUCTION EXIT	LUMP SUM	1	1250.00	1.00	1.00	\$1,250.00
78	STORM DRAIN INLET PROTECTION	EACH	46	245.00	0.00	27.00	\$6,615.00
79	SEDIMENT CONTROL LOG TYPE WOOD CHIP	LIN FT	2926	2.05	0.00	2,280.00	\$4,674.00
80	FERTILIZER TYPE 3	POUND	202	0.65	0.00	0.00	\$0.00
81	SEED MIXTURE 25-151	POUND	116	5.20	0.00	0.00	\$0.00
82	HYDRAULIC BONDED FIBER MATRIX	POUND	2024	2.60	0.00	0.00	\$0.00
83	WATER	M GALLON	75	41.50	0.00	0.00	\$0.00
84	RAPID STABILIZATION METHOD 3	M GALLON	0.86	1038.00	0.00	0.00	\$0.00
85	4" SOLID LINE MULTI-COMPONENT GROUND IN (WR)	LIN FT	11024	0.90	0.00	0.00	\$0.00
86	24" SOLID LINE MULTI-COMPONENT GROUND IN (WR)	LIN FT	85	13.50	0.00	0.00	\$0.00
87	4" BROKEN LINE MULTI-COMPONENT GROUND IN (WR)	LIN FT	877	0.90	0.00	0.00	\$0.00
88	4" DOTTED LINE MULTI-COMPONENT GROUND IN (WR)	LIN FT	57	2.60	0.00	0.00	\$0.00
89	PAVEMENT MESSAGE MULTI-COMPONENT GROUND IN (WR)	SQ FT	251	14.15	0.00	0.00	\$0.00
	TOTAL BASE BID						<u>\$692,811.10</u>
	TOTAL BASE BID						\$692,811.10
	WORK COMPLETED TO DATE:						<u>\$692,811.10</u>

PROJECT PAYMENT STATUS

OWNER CITY OF WASECA
STANTEC PROJECT NO. 193805360
CONTRACTOR HESELTON CONSTRUCTION, LLC

CHANGE ORDERS

No.	Date	Description	Amount
Total Change Orders			

PAYMENT SUMMARY

No.	From	To	Payment	Retainage	Completed
1	05/01/2022	05/23/2022	178,277.97	9,383.05	187,661.02
2	05/24/2022	06/27/2022	479,892.58	34,640.55	692,811.10

Total Payment to Date		\$658,170.55	Original Contract	\$1,436,538.73
Retainage Pay No.	2	34,640.55	Change Orders	
Total Amount Earned		\$692,811.10	Revised Contract	\$1,436,538.73

CONTRACT CONSTRUCTION PAYMENT REQUEST

DATE: 06/28/2022

TO: Mayor & City Council
Lee Mattson, City Manager

PROJECT NAME: North State Street Watermain Improvements

CITY PROJECT NO. 2206

PAYMENT REQUEST : 1

PAYMENT PERIOD : 05/01/2022-06/22/2022

CONTRACTOR: Wenc Construction Inc

PAYMENT AMOUNT: \$885,552.00

Approved By:



Department Head

6-28-22

Date



Director of Finance

6/28/22

Date



City Manager

6-28-22

Date



Owner: City of Waseca, 508 South State St., Waseca, MN 56093	Date: June 22, 2022
For Period: 5/1/2022 to 6/22/2022	Request No: 1
Contractor: Wencil Construcion, Inc. 2800 Park Dr., Owatonna, MN 55060	

CONTRACTOR'S REQUEST FOR PAYMENT
 NORTH STATE STREET TRUNK WATERMAIN IMPROVEMENTS
 STANTEC PROJECT NO. 193805374

SUMMARY

1	Original Contract Amount		\$	<u>1,162,791.95</u>
2	Change Order - Addition	\$	<u>0.00</u>	
3	Change Order - Deduction	\$	<u>0.00</u>	
4	Revised Contract Amount		\$	<u>1,162,791.95</u>
5	Value Completed to Date		\$	<u>932,160.00</u>
6	Material on Hand		\$	<u>0.00</u>
7	Amount Earned		\$	<u>932,160.00</u>
8	Less Retainage 5%		\$	<u>46,608.00</u>
9	Subtotal		\$	<u>885,552.00</u>
10	Less Amount Paid Previously		\$	<u>0.00</u>
11	Liquidated damages -		\$	<u>0.00</u>
12	AMOUNT DUE THIS REQUEST FOR PAYMENT NO.	<u>1</u>	\$	<u><u>885,552.00</u></u>

Recommended for Approval by:
STANTEC

Joseph C. Dalen

Approved by Contractor:
WENCIL CONSTRUCTION, INC.

Bryant Wencil

Approved by Owner:
CITY OF WASECA

Carl C. Sommers

Specified Contract Completion Date:

Date:

No.	Item	Unit	Contract Quantity	Unit Price	Current Quantity	Quantity to Date	Amount to Date
PART 1: WATERMAIN IMPROVEMENTS							
1	MOBILIZATION	LS	1	15000.00	0.5	0.5	\$7,500.00
2	TRAFFIC CONTROL	LS	1	12000.00	0.5	0.5	\$6,000.00
3	4" C900 DR18 PVC WATERMAIN, INCL. TRACER WIRE	LF	100	30.00			\$0.00
4	6" C900 DR18 PVC WATERMAIN, INCL. TRACER WIRE	LF	143	40.00			\$0.00
5	6" C900 DR18 PVC WATERMAIN WITHIN EXISTING CASING	LF	60	200.00	69	69	\$13,800.00
6	8" C900 DR18 PVC WATERMAIN, INCL. TRACER WIRE	LF	45	50.00			\$0.00
7	12" C900 DR18 PVC WATERMAIN, INCL. TRACER WIRE	LF	5	60.00	5	5	\$300.00
8	16" FUSIBLE C905 DR18 PVC WATERMAIN, DIRECTIONALLY DRILLED, INCL. TRACER WIRE	LF	2925	220.00	2925	2925	\$643,500.00
9	4" GATE VALVE AND BOX	EA	2	2200.00	1	1	\$2,200.00
10	6" GATE VALVE AND BOX	EA	11	3000.00	8	8	\$24,000.00
11	8" GATE VALVE AND BOX	EA	1	3500.00			\$0.00
12	16" GATE VALVE AND BOX	EA	9	5500.00	7	7	\$38,500.00
13	CONNECT TO EXISTING (WATERMAIN)	EA	11	1500.00	10	10	\$15,000.00
14	HYDRANT	EA	10	10000.00	8	8	\$80,000.00
15	DUCTILE IRON FITTINGS	LB	4500	8.00			\$0.00
16	1" CURB STOP AND BOX	EA	5	700.00	4	4	\$2,800.00
17	1 1/2" CURB STOP AND BOX	EA	6	1000.00	6	6	\$6,000.00
18	1" CORPORATION STOP WITH SADDLE	EA	5	800.00	4	4	\$3,200.00
19	1 1/2" CORPORATION STOP WITH SADDLE	EA	6	1000.00	6	6	\$6,000.00
20	1" DR 11, HDPE WATER SERVICE PIPE (OPEN TRENCH)	LF	135	30.00	64	64	\$1,920.00
21	1" DR 11, HDPE WATER SERVICE PIPE (DIRECTIONAL DRILL)	LF	110	30.00	141	141	\$4,230.00
22	1 1/2" DR 11, HDPE WATER SERVICE PIPE (OPEN TRENCH)	LF	35	30.00	32	32	\$960.00
23	1 1/2" DR 11, HDPE WATER SERVICE PIPE (DIRECTIONAL DRILL)	LF	490	30.00	475	475	\$14,250.00
24	ABANDON WATER MAIN (SAND FILL AND BULKHEAD)	LF	2588	5.00			\$0.00
25	REMOVE HYDRANT	EA	8	500.00			\$0.00
26	TEMPORARY WATER SERVICE	LS	1	4500.00			\$0.00
27	CONNECT TO EXISTING (SERVICE)	EA	10	6000.00	10	10	\$60,000.00
28	REMOVE WATERMAIN PIPE FROM EXISTING CASING	LS	1	2000.00	1	1	\$2,000.00
TOTAL PART 1: WATERMAIN IMPROVEMENTS							\$932,160.00
PART 2: SURFACE IMPROVEMENTS							
29	REMOVE BITUMINOUS PAVEMENT	SY	675	5.00			\$0.00
30	REMOVE CONCRETE DRIVEWAY PAVEMENT	SY	25	20.00			\$0.00
31	REMOVE CONCRETE SIDEWALK	SY	50	10.00			\$0.00
32	REMOVE CONCRETE CURB AND GUTTER	LF	105	4.00			\$0.00
33	TYPE SP 9.5 WEARING COURSE (3,C)	TON	90	110.00			\$0.00
34	TYPE SP 12.5 NON-WEARING COURSE (3,B)	TON	150	170.00			\$0.00
35	BITUMINOUS MATERIAL FOR TACK COAT	GAL	60	10.00			\$0.00
36	COMMON EXCAVATION	CY	210	30.00			\$0.00
37	SELECT GRANULAR BACKFILL (CV) (P)	CY	370	50.00			\$0.00
38	AGGREGATE BASE, CLASS 5	TON	379.8	40.00			\$0.00
39	6" CONCRETE DRIVEWAY PAVEMENT (RESIDENTIAL)	SY	9.733	150.00			\$0.00
40	7" CONCRETE DRIVEWAY PAVEMENT (COMMERCIAL)	SY	15	150.00			\$0.00
41	4" CONCRETE SIDEWALK	SY	50	20.00			\$0.00
42	B618 CONCRETE CURB AND GUTTER	LF	100	35.00			\$0.00
43	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LF	110	5.00			\$0.00
44	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	845	3.00			\$0.00
45	EROSION CONTROL/ INLET PROTECTION	LS	1	3000.00			\$0.00
46	HYDROLIC BONDED FIBER MATIRX, INCL. SEED MIX 25-131 AND FERT.	LS	1	5000.00			\$0.00
TOTAL PART 2: SURFACE IMPROVEMENTS							\$0.00
TOTAL PART 1: WATERMAIN IMPROVEMENTS							\$932,160.00
TOTAL PART 2: SURFACE IMPROVEMENTS							\$0.00
WORK COMPLETED TO DATE:							\$932,160.00

PROJECT PAYMENT STATUS

OWNER CITY OF WASECA
STANTEC PROJECT NO. 193805374
CONTRACTOR WENCL CONSTRUCTION, INC.

CHANGE ORDERS

No.	Date	Description	Amount
Total Change Orders			

PAYMENT SUMMARY

No.	From	To	Payment	Retainage	Completed
1	05/01/2022	06/22/2022	885,552.00	46,608.00	932,160.00

Material on Hand

Total Payment to Date		\$885,552.00	Original Contract	\$1,162,791.95
Retainage Pay No.	1	46,608.00	Change Orders	
Total Amount Earned		\$932,160.00	Revised Contract	\$1,162,791.95

WASECA CITY COUNCIL -

6C

I TODD SCHMIDT REQUEST A
TEMPORARY EXTENSION ON MY LIQUOR
LICENSE AT THE BOX CAR BAR
202 W ELM WASECA MN, FOR OUR
ANNUAL OUTDOOR EVENT ON JULY 29-30
2022

THANK YOU

Todd Schmidt

Julia Hall

From: Elizabeth Buker <ebuker85@gmail.com>
Sent: Tuesday, June 28, 2022 11:34 AM
To: Julia Hall
Subject: Letter to City Council regarding Special Event Application - Waseca American Legion

Dear City Council Members,

We request your consideration and approval of the Special Event Permit Application submitted on June 27th, 2022, by Waseca American Legion Post 228 to have a Red, White, and Blue Summer Party on Saturday, August 6th, as a fundraiser for our Legion. We are looking to have an event on our property, in a fenced-in area that includes our blacktopped parking lot, as well as the open adjacent lot. We are planning on an event starting at 3:00 p.m., with a couple food trucks, music, and, from 3-6pm, kids' carnival games. We would have an outdoor bar serving alcoholic and non-alcoholic beverages. Guests will be ID'd upon entrance and given wristbands if over 21 years of age. We plan on putting up two 20 foot by 40 foot tents, with picnic tables that we have requested from the city, as well as a stage for a band in one tent. Additionally, we have requested that the City temporarily designate the street parking along our property on State Street to be handicapped parking only on the day of the event. I have included all additional information in the Special Event Permit Application, as well as a map indicating our physical plans for the event.

We appreciate your consideration for this event and your continued support of the Waseca American Legion Post 228.

Thank you,
Liza Buker
Club Manager
Waseca American Legion Post 228
700 South State Street
Waseca, MN 56093
(507) 833-9935
Cell: (612) 900-6909



CITY OF WASECA

Request for City Council Action

Title:	AUTHORIZATION TO RELEASE A REQUEST FOR PROPOSALS FOR A NEW AIRPORT FIXED BASE OPERATOR		
Meeting Date:	July 5, 2022	Agenda Item Number:	7A
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Request for Proposals (includes FBO Contract)
Originating Department:	Engineering	Presented By:	City Engineer
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to authorize release of a Request for Proposals for a new airport Fixed Base Operator.		
How does this item pertain to Vision 2030 goals?	Creating high quality community assets		

BACKGROUND: City staff has prepared a Request for Proposals (RFP) for a new airport Fixed Base Operator (FBO). Prior to completion of the RFP, the FBO contract was subjected to staff and legal review with the revised contract included in the RFP as Appendix C. The Airport Board has reviewed the RFP and the revised FBO contract and provided feedback to City staff. Overall, the FBO service requirements in the revised contract have remained unchanged. One Staff recommended change that was discussed by the Airport Board was the addition of a fuel flowage fee of \$0.10 per gallon. The revenue generated from this fee would be dedicated to airport fuel system improvements. While an official vote was not taken, the Airport Board was split with 2 opposed and 3 in favor of the addition of the fuel flowage fee.

If authorized, the RFP would be open for approximately four (4) weeks with a submittal deadline of 4:00 PM Thursday, August 4th. Proposals would then be evaluated and scored by the Airport Board and Director of Engineering with the top scorers being interviewed before a final candidate is selected. The Board’s recommendations, along with scoring and interview results, will be presented at a future City Council meeting for authorization to execute a contract with the selected candidate. It is anticipated that the new FBO would begin operating the airport in late September or October.

BUDGET IMPACT: None.

RECOMMENDATION: Staff recommends the City Council make a motion to authorize the release of a Request for Proposals for a new airport Fixed Base Operator (which includes the revised FBO contract containing a \$0.10 per gallon fuel flowage fee).



REQUEST FOR PROPOSALS (RFP)

for a

FIXED BASE OPERATOR (FBO)

at the

WASECA MUNICIPAL AIRPORT (ACQ)

Nathan Willey, P.E.
Director of Engineering
507-835-9716
natew@ci.waseca.mn.us

City of Waseca
508 South State Street
Waseca, MN 56093
www.ci.waseca.mn.us

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 Timeline..... page 6

Appendices:

 Appendix A – Airport Map

 Appendix B – 20-Year Capital Improvement Plan

 Appendix C – Draft FBO Contract

GENERAL CITY & AIRPORT INFORMATION

The City of Waseca (population of approximately 9,000) is located in south central Minnesota at the junction of US Hwy 14 and MN Hwy 13 and is about an hour's drive south of the Twin Cities. Waseca is the county seat and hosts regional events such as the Sleigh and Cutter Festival, the Waseca County Free Fair, and the Marching Classic. Recreational amenities include a Waterpark, Tink Larson Community Field, Clear and Loon Lakes, fifteen (15) City parks and over nine (9) miles of paved trails.

The Waseca Municipal Airport (ACQ) is a City-owned public use airport located approximately two (2) miles west of Waseca's downtown at 35493 110th Street. The ACQ property includes 308.84 acres of City-owned land and 6.7 acres of easement. The airport's elevation is 1,126 feet above mean sea level.

The airport began operations at its current location in 1974, houses 23 based aircraft and averages just over 17,000 annual operations. The runway (15/33) is primarily asphalt and is 3,400 feet long and 75 feet wide. Structures at the airport consist of an Arrival/Departure Building, an FBO maintenance hangar, a City-owned box hangar, five (5) T-hangars, and one private box hangar. A map of the airport has been included as [Appendix A](#).

Since 1972, the City has contracted daily airport maintenance and operations to a Fixed Based Operator (FBO). From 1972 to 1984, James Bates operated the FBO as Waseca Aero Service. Richard House took over Waseca Aero Service and operated until 1990. In 1990, Maynard Stensrud took over as FBO, renamed it Stensrud Aviation, and operated until 2022. Waseca Airport FBO's have historically provided airport services such as fueling, aircraft repair and maintenance, overnight aircraft storage, aircraft rental, and pilot instruction.

The City of Waseca sponsors the airport and operations are supported by a five (5) member Airport Advisory Board. The Airport Board typically meets once a month and advises the City Council regarding airport operations, management, and improvements. The City Council makes final decisions for the Airport based on the advice received from the Airport Board.

The current airport engineering consultant is John Peterson of Toltz, King, Duvall, and Anderson (TKDA). TKDA is under contract until August of 2025 to provide project and airport engineering services. The City of Waseca liason between the FBO, Airport Board, and TKDA is the Director of Engineering, Nathan Willey.

AIRPORT INFRASTRUCTURE

Arrival/Departure Building & Parking Lot

The Arrival/Departure Building (#3 on the map) was completed in 2007 and is 2,267 square feet in size. It is located along the main apron and houses the FBO office, a conference room, a restroom and shower, a pilot lounge and preparation area, and space for vending machines. Just east of, and adjacent to, the Arrival/Departure Building and the FBO hangar is a parking lot (#2 on the map) containing thirty-one (31) striped parking spaces and two (2) handicap stalls.

Hangars

In total, there are eight (8) hangar buildings on the airport property. Five (5) of those buildings are T-hangars (#6 and #8 on the map) which provide nineteen (19) rental units for commercial and non-commercial aircraft storage. Three (3) of the T-hangars are conventional 3-unit hangars and measure 124 feet in length and 33 feet in width. The easternmost 3-unit hangar also has an attached 40 foot by 33 foot

garage space reserved for use by the FBO. The other two (2) T-hangars are 5-unit buildings, one of which is a standard T-hangar measuring 163 feet in length and 33 feet in width. The other is a nested T-hangar measuring 125 feet in length and 53 feet in width.

South of the Arrival/Departure Building on the main apron are two (2) approximately 60 foot by 60 foot box hangars (#7 on the map). The north box hangar is City-owned and the south box hangar is private. The newest and largest hangar, located just northwest of the Arrival/Departure Building (#4 on the map), is reserved for use by the FBO. This hangar was completed in 2020 and is 80 feet by 80 feet in size.

Apron Area & Tie-Down Space

The main apron (#9 on the map) is 8,333 square yards in size and provides parking and tie-downs for both local and itinerant aircraft. The apron supports seven (7) in-pavement tie-downs, and the adjacent grass area supports three (3) additional tie-downs for aircraft parking. The in-pavement tie-downs are not nested, and with 10 feet of separation for wingtips, the tie-downs can support wingspans of up to 54 feet, which includes all ADG-I aircraft and some ADG-II aircraft. Grass tie-downs can support wingspans of approximately 30 feet.

Fuel System

The fuel system (#5 on the map) currently consists of a 10,000 gallon underground AvGas (100LL) tank. All fuel is provided by the FBO and is currently operated as a self serve system. It is anticipated that a card reader system will be installed within the next 1-2 years.

Visual & Navigational Aids

As the airport sponsor, the City of Waseca is responsible for the following navigational and visual aids: the airport beacon (#14 on the map), the wind cone (#12 on the map), runway and taxiway lights, airfield signage, and the dual light visual approach slope indicators (VASI's, #13 on the map). The State of Minnesota owns the automated weather observation system (AWOS-3, #15 on the map) and the very high frequency omnidirectional radio range with distance measuring equipment (VOR/DME identified as FOW).

Utilities

Water is provided to the airport facilities via a six inch (6") City water main that runs along the east side of 110th Street. Wastewater is delivered to the City wastewater treatment plant, located on the opposite side of 110th Street, via a force sewer service line. Electricity is provided by Xcel Energy via poles along 110th Street and the airport access drive. Gas service is provided by Centerpoint Energy with their service line also traveling along the airport access drive. Phone and internet service is currently provided by Centurylink and garbage service is provided by Waste Management of Minnesota.

Stormwater drainage is primarily supplied by Waseca County Ditch No. 45 via an open ditch, which passes underneath the middle of the runway, and a tile near the south end of the runway. The County ditch system generally flows from northeast to southwest across the airport property. A system of smaller ditches and culverts drains stormwater away from the airport buildings, runway, taxiways, and driveways and into that County ditch system.

AIRPORT CAPITAL IMPROVEMENTS

Recent major airport improvement projects consist of a new FBO hangar (2020), an Airport Master Plan Update (2020), Runway Culvert Replacement (2018), and Apron Reconstruction (2013). Upcoming projects include a new 4-unit T-hangar to be bid in the spring of 2023, new heating and cooling units in the Arrival/Departure Building, and a card reader for the fueling system. The current 20-year Capital Improvement Plan (CIP) has been included as [Appendix B](#). As shown on the CIP, airport infrastructure improvements are funded primarily through Federal and State grant allocations or loans.

PROPOSALS

The successful proposer will be awarded a Fixed Base Operator (FBO) contract and assume full responsibility for day-to-day operations at the Waseca Municipal Airport. General services anticipated to be provided by the FBO include, but are not limited to, regular on-site presence and availability, hospitality towards all visitors, ground/tie-down, repairs, maintenance, and fueling. A full list of expected FBO services and requirements can be found in Section 3 of the Draft FBO Contract included as [Appendix C](#).

The FBO, and all services to be provided, must be in compliance with Federal Aviation Administration (FAA) regulations and certifications. The successful proposer is also expected to follow all Federal, State, and local laws, regulations, and ordinances.

Proposals should take the form of a business plan and include the following information:

(in no particular order)

- Contact information including business entity description and jurisdiction.
- A narrative describing airport management history and experience.
- A list and description of relevant qualifications and certifications, including degrees and trainings.
- A minimum of three (3) professional references who can attest to airport management experience, knowledge of FAA rules and regulations, and overall capability.
- Demonstrate or document the ability to obtain insurance meeting the requirements of Section 10 of the Draft FBO Contract ([Appendix C](#)).
- Disclosure of any active or pending litigation (any confidential information should be marked as such).
- A service/operations plan including descriptions of all services to be provided and who specifically will be providing each service. Section 3 of the Draft FBO Contract ([Appendix C](#)) lists the required and optional services that are to be incorporated into that plan.
- Airport maintenance activities to be provided, including any maintenance activities expected to be performed by the City of Waseca.
- A financial plan, including a fuel pricing strategy, and any rent or fees proposed to be paid to, or by, the City of Waseca.
- A general plan for the next 5-10 years including airport promotion and development.
- **Include information on any services, operations, maintenance, payments, or any other items that deviate from the terms of the Draft FBO Contract (Appendix C).**
- **Include any other information deemed relevant.**

Submittal Instructions

Before final submittal, please review the entire Draft FBO Contract to ensure proposal completeness.

Please limit proposals to a total of 15 double-sided or 30 single-sided pages. Once finalized, submit a digital (PDF) copy via email to natew@ci.waseca.mn.us prior to **4:00 PM Thursday, August 4, 2022**. Hard copies of proposals will also be accepted prior to the deadline, but digital are preferred. Please call Nathan Willey at 507-835-9716 to verify receipt. Proposals received after the deadline will not be accepted.

Please direct any questions, or the scheduling of an optional airport walk-through, to:

Nathan Willey, Director of Engineering
Office: 507-835-9716
Cell: 515-509-1510
Email: natew@ci.waseca.mn.us

Evaluation & Scoring

Proposals will be evaluated and scored based on overall quality and the following criteria:

<u>Scoring Criteria</u>	<u>Points</u>
Experience & Overall Understanding:	20
Qualifications, Certifications, & References:	10
Proposed Services/Operations Plan:	40
Proposed Financial Plan:	20
5-10 Year Plan:	10
Total:	100

Interviews will be scheduled with the top scorers and conducted with Nate Willey, Director of Engineering, and members of the Airport Advisory Board. Once selected and approved, FBO Contract negotiations will begin with the final candidate. The City of Waseca reserves the right to negotiate final contract terms. Pending successful negotiations, an FBO contract will be awarded.

The City also reserves the right to reject any and all proposals and to cancel this solicitation at any time. This RFP is not a guarantee that the City will contract with any of the FBO candidates. The decision of whether or not to hire an FBO will be determined by what is in the best interest of the Airport and the City of Waseca.

Timeline (may be subject to change)

RFP Posting:	Wednesday, July 6, 2022
Optional Airport Walk-Through:	By Request (prior to July 22, 2022)
Proposals Due:	4:00 PM, Thursday, August 4, 2022
Evaluation & Scoring of Proposals:	August 2022
Interviews with Top Scorers:	August/September 2022
Final Selection & FBO Contract Negotiations:	September 2022
FBO Contract Awarded:	September/October 2022

APPENDIX A



WASECA MUNICIPAL AIRPORT

Airfield & Facilities Map

110 Street / County Road 27

- 1 Entrance Road
- 2 Parking Lot
- 3 Arrival/Departure Building
- 4 FBO Hangar
- 5 Fueling System
- 6 3-Unit Conventional Hangars
- 7 Conventional Box Hangars
- 8 5-Unit T-Hangars
- 9 Aircraft Apron Tie-Downs
- 10 Parallel Taxiway
- 11 Connecting Taxiway
- 12 Wind Cone
- 13 VASI
- 14 Rotating Beacon
- 15 AWOS

0 125 250 500 Feet



Reference Purposes Only!

APPENDIX B

ACQ - Waseca Municipal Airport
Capital Improvement Program 2022-2041

Fiscal Year			Description	Funding Rates			Project Cost	FAA Funding	State Funding	Local Funding	Hangar Loan Fund (State)	FAA Funding				See Note 1		Notes
Fed	State	Local		FAA	St	Mun						Entitlement Funding	Entitlement Balance	BIL Funding	BIL Funding Balance	Apportionment/Discretionary	Entitlement Transfer Out	
2022	2023	2022	No Projects Programmed															
2023	2024	2023	Multi-Unit Hangar Construction	90	5	5	\$1,000,000	\$900,000	\$50,000	\$50,000		\$900,000	\$0		\$318,000	\$0		\$300,000
2023	2024	2023	Multi-Unit Hangar Site Work	90	0	10	\$350,000	\$315,000	\$0	\$35,000			\$0	\$315,000	\$3,000	\$0		BIL Funding
2023	2024	2023	Apron/Taxilane Crack Sealing	0	70	30	\$100,000	\$0	\$70,000	\$30,000			\$0		\$3,000	\$0		
2023	2024	2023	Fueling Card Reader Installation	0	70	30	\$50,000	\$0	\$35,000	\$15,000			\$0		\$3,000	\$0		
2023	2024	2023	Fueling Tank Replacement	0	70	30	\$100,000	\$0	\$70,000	\$30,000			\$0		\$3,000	\$0		
2024	2025	2024	Runway 15/33 PAPI's and REIL's	90	0	10	\$150,000	\$135,000	\$0	\$15,000			\$0	\$135,000	\$27,000	\$0	\$150,000	BIL Funding. Transfer repayment #1.
2024	2025	2024	Entitlement Transfer				\$0	\$0	\$0	\$0			\$0		\$27,000	\$0		Transfer repayment
2025	2026	2025	10-Unit T-Hangar Construction - Loan	0	0	20	\$1,000,000	\$0	\$0	\$200,000	\$800,000		\$75,000		\$186,000	\$0	\$75,000	Hangar Loan Fund (80% funding, 0% int, 20 year term)
2025	2026	2025	T-Hangar Site Prep/Taxilanes	40	40	20	\$350,000	\$140,000	\$140,000	\$70,000			\$75,000	\$140,000	\$46,000	\$0		BIL Funding. Transfer repayment #2.
2025	2026	2025	Parking Lot Expansion	0	70	30	\$150,000	\$0	\$105,000	\$45,000			\$75,000		\$46,000	\$0		
2025	2026	2025	Entitlement Transfer				\$0	\$0	\$0	\$0			\$75,000		\$46,000	\$0		
2026	2027	2026	Storage Hangar (70' x 70') - ALP Hangar 15	0	70	30	\$750,000	\$0	\$0	\$225,000	\$525,000		\$225,000		\$205,000	\$0		
2026	2027	2026	Runway 15/33 Reconstruction/Lighting Design	90	0	10	\$225,000	\$202,500	\$0	\$22,500			\$225,000	\$202,500	\$2,500	\$0		BIL Funding
2027	2028	2027	Runway 15/33 Reconstruction	90	5	5	\$2,700,000	\$2,430,000	\$135,000	\$135,000			\$375,000	\$0		\$2,055,000		Discretionary
2027	2028	2027	Runway Lighting Replacement	90	5	5	\$600,000	\$540,000	\$30,000	\$30,000				\$0		\$540,000		Discretionary
2028	2029	2028	Taxiway A Reconstruction & Design	90	5	5	\$900,000	\$810,000	\$45,000	\$45,000			\$150,000	\$0		\$660,000		State Apportionment
2028	2029	2028	Ag Spray Operator Site Development	0	70	30	\$300,000	\$0	\$210,000	\$90,000				\$0		\$0		
2029	2030	2029	Environmental Assessment (Rwy/Twy Extension)	90	5	5	\$75,000	\$67,500	\$3,750	\$3,750			\$67,500	\$82,500		\$0		
2030	2031	2030	Runway/Taxiway Extension Design	90	5	5	\$300,000	\$270,000	\$15,000	\$15,000			\$232,500	\$0		\$37,500		
2031	2032	2031	Runway/Taxiway Extension Construction	90	5	5	\$3,500,000	\$3,150,000	\$175,000	\$175,000			\$150,000	\$0		\$3,000,000		Discretionary or State Apportionment
2032	2033	2032	No Projects Programmed				\$0	\$0	\$0	\$0			\$0	\$150,000		\$0		
2033	2034	2033	Apron/Taxilane Crack Sealing	90	5	5	\$150,000	\$135,000	\$7,500	\$7,500			\$135,000	\$165,000		\$0		
2034	2035	2034	Environmental Assessment (Crosswind Rwy)	90	5	5	\$75,000	\$67,500	\$3,750	\$3,750			\$67,500	\$247,500		\$0		
2035	2036	2035	Turf Crosswind Runway Design	90	5	5	\$250,000	\$225,000	\$12,500	\$12,500			\$225,000	\$172,500		\$0		
2036	2037	2036	Turf Crosswind Runway Construction	90	5	5	\$1,500,000	\$1,350,000	\$75,000	\$75,000			\$322,500	\$0		\$1,027,500		State Apportionment
2037	2038	2037	Runway Crack Sealing	90	5	5	\$150,000	\$135,000	\$7,500	\$7,500			\$135,000	\$15,000		\$0		
2038	2039	2038	Land Acquisition (Parcel D) - Rwy 15 Approach	90	5	5	\$160,000	\$144,000	\$8,000	\$8,000			\$144,000	\$21,000		\$0		
2039	2040	2039	No Projects Programmed				\$0	\$0	\$0	\$0			\$0	\$171,000		\$0		
2040	2041	2040	No Projects Programmed				\$0	\$0	\$0	\$0			\$0	\$321,000		\$0		

Totals \$14,885,000 \$11,016,500 \$1,198,000 \$1,345,500 \$1,325,000 \$2,904,000 \$792,500 \$7,320,000

(1) Entitlement transfers due back to other airports are subject to terms of agreement and expiration

APPENDIX C

Waseca Municipal Airport Fixed Base Operator Agreement Between the City of Waseca and _____

This Agreement is made and entered into on this _____ day of _____ 2022 between the City of Waseca, Minnesota, a Minnesota municipal corporation (hereinafter, the "City"), and _____, a [describe corporate entity and jurisdiction] ("hereinafter, the "FBO").

For convenience, when the term "Airport" is used in this Agreement, it refers exclusively to the City-owned Waseca Minnesota Municipal Airport, located at 34593 110th Street, Waseca, MN 56093. In addition, the term "MnDOT" refers to the Minnesota Department of Transportation and "FAA" refers to the Federal Aviation Administration.

RECITALS

WHEREAS, Fixed Base Operator services are essential to the proper accommodation of general aviation at the Airport; and

WHEREAS, the City desires to lease certain premises located on the Airport, together with the right to use and enjoy individually and in common with others the Airport Facilities, as defined below, to a party that will provide needed aviation services to Airport users as specified herein; and

WHEREAS, the FBO is an incorporated and registered entity that is in good standing with the MN Secretary of State; and

WHEREAS, the FBO has proposed to lease property at the airport from the City and serve as the primary fixed-base operator at the Airport from and after _____, 2022 for the purpose of providing needed aviation services to Airport users and providing the primary fixed-base operator services at the Airport, and represents that it is qualified, ready, willing, and able to provide such services.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the parties hereby agree as follows:

AGREEMENT

Section 1. INITIAL TERM; RENEWAL.

The initial term of this Agreement is for approximately three (3) years commencing on _____ 2022 (the "Commencement Date") and ending on _____ 2025 (the "Expiration Date"), unless earlier terminated in accordance with its terms herein. Provided the FBO is not in default as to any of the terms or conditions of this Agreement, the Agreement shall automatically renew on the same terms and conditions for an additional term of two (2) years commencing on _____ 2025 and ending on _____ 2027, unless earlier terminated in accordance with its terms herein, and the Expiration Date shall be adjusted accordingly, unless either party gives written notice to the other party in writing of its desire to not renew this Agreement at least 180 days before the Expiration Date.

Section 2. **LEASE OF AIRPORT PROPERTY.**

- A. Leased Premises. The City agrees to lease to the FBO, who agrees to lease from the City, the Arrival/Departure Building, the FBO Hangar (approximately 80 feet by 80 feet), and the garage space (approximately 40 feet by 33 feet) attached to the north end of T-hangar "E", together with rights of ingress and egress for both vehicles and aircraft, all as depicted on Exhibit A attached hereto and incorporated herein by reference (the "Leased Premises"). The Leased Premises will not include any parking spaces or apron space.
- B. Authorized Use. The FBO agrees that it will use the Leased Premises only for the purposes of performing the duties and providing the services described in this Agreement and for providing other aviation services as approved by the City.
- C. Quiet Enjoyment. So long as the FBO conducts its business in a fair, reasonable and workmanlike manner in accordance with the requirements of this Agreement, the FBO shall peaceably have and enjoy the Leased Premises, and all the rights and privileges granted herein.
- D. Leasehold Improvements.
 - 1. Trade Fixtures. During the term of this Agreement, the FBO shall have the right, at its expense, to place in, or on, the Leased Premises fixtures, furnishings, personal property, equipment, and materials related to the aviation use of the premises and necessary to perform any services required or authorized under this Agreement and they shall remain the property of the FBO.
 - 2. Other Improvements. Any work or improvements requiring a permit or inspection, including, but not limited to, additions, internal structural changes, rebuilding, repair, fencing, outdoor signs, electrical work, or plumbing must be approved in advance and in writing by the City. All such improvements shall be the property of the City. In connection with such improvements, the City shall pay in full, or reimburse the FBO, the cost of all labor and materials and will not suffer or permit any mechanics' liens to be made against the City's buildings, appurtenances, or the title of the real estate which shall at all times remain in the City of Waseca. If any lien is filed against the site, the FBO shall cause the satisfaction and release of such lien within thirty (30) days of such filing or deliver to the City such security as the City may in its reasonable discretion require while the FBO diligently contests such lien.
- E. Utilities.
 - 1. The City shall provide water, sewer, electric, and gas service to the Leased Premises and the buildings thereon as existing on the Commencement Date and shall provide for the installation of meters to measure the FBO's water, electricity, and gas usage.
 - 2. Except for the Arrival/Departure Building, the FBO shall pay applicable water, sewer, electric, and gas service for the Leased Premises.
 - 3. In the event the FBO fails to pay any utility bill when due, the City may, at its option, pay the same and collect from the FBO the amount of the bill it paid plus a penalty of ten percent (10%) of the amount the City paid.
- F. General Maintenance.
 - 1. The FBO shall maintain the Leased Premises and all structures thereon in good order, clean, presentable, and free of debris, waste, spills, slippery areas, and any other hazards to individuals using the Leased Premises, excepting only those functions expressly made the responsibility of the City in this Agreement, and shall make non-structural repairs to the buildings on the Leased Premises, including routine repairs to the plumbing, heating, ventilation, and electrical systems and fire sprinkler system monitoring system and fire extinguishers, as necessary. The FBO shall provide notice to the City prior to commencing any such routine repairs. (The City shall be responsible for making major repairs pursuant to Section 4.A herein).

2. The FBO agrees to conduct frequent inspections of the Leased Premises and shall be responsible for notifying the City of any needed repairs that fall within the City's responsibilities pursuant to Section 3.B herein.
3. The FBO agrees to remove all accumulated snow and ice immediately adjacent to and surrounding all hangars and the Arrival/Departure Building, including doorways, sidewalks, and all other pedestrian accesses to the parking lot and ramp areas. All accumulations of snow and ice shall be removed within 24 hours of the end of a snowfall or wind event. During the 2022-23 winter season, the City will remove snow and ice from the runway, taxiways, apron, parking lot, access drive, and all other driveways and paved open spaces necessary to maintain Airport operations. In subsequent years, the FBO shall be responsible for utilizing Airport snow removal equipment to remove all snow and ice necessary to maintain Airport operations.

G. Hazardous Substances.

1. The FBO shall comply, and shall require any sublessee to comply, with all environmental laws, rules, regulations, orders, and permits applicable to the use of the Leased Premises and/or the Airport Facilities, including but not limited to, required National Pollutant Discharge Elimination System Permits and all applicable laws relating to the use, storage, generation, treatment, transportation, or disposal of hazardous or regulated substances. Except for the Hazardous Substances governed by and transported in full compliance with the transportation laws of the state or federal government, the FBO must not knowingly use, store, generate, treat, transport, or dispose of any hazardous or regulated substances or waste on, or near, the Leased Premises and/or Airport Facilities without first obtaining all required permits and approvals from all authorities having jurisdiction over the operations conducted on the Leased Premises and/or Airport Facilities.
2. If the FBO determines that a threat to the environment, including but not limited to, a release, discharge, spill, or deposit of a hazardous or regulated substance, has occurred or is occurring which affects or threatens to affect the Leased Premises and/or the Airport Facilities, or the persons, structures, equipment, or other property thereon, the FBO must notify the Director of Engineering immediately by oral report, in person or by telephone, to be promptly confirmed in writing within twenty-four (24) hours as required by law or regulation.
3. The FBO or its designee shall keep a readily accessible file of Safety Data Sheets ("SDS") for each Hazardous Substance on site or transported, in accordance with federal and state transportation laws, which file must be posted and immediately available to any City employee or Airport tenant who responds to reports of a discharge of a Hazardous Substance on the Leased Premises and/or Airport Facilities.
4. The FBO will cause prompt remediation and the payment of all costs associated with any action or inaction of the FBO that directly or indirectly prevents the Airport from materially conforming to all then applicable environmental laws, rules, regulations, orders, or permits. In the event the FBO fails to fulfill this obligation following written notice and a reasonable cure period, the City may perform any such remediation and the direct and indirect cost of such action shall be invoiced to the FBO plus a fifteen percent (15%) administrative fee. Payment of such charges are due and payable upon demand and may not be contested. The rights and obligations set forth in this Section Paragraph shall survive the earlier expiration or termination of this Agreement.

Section 3. **FBO SERVICES.**

The FBO agrees to perform the Required Services as specified in Subsection B of this section and is authorized, but not required, to provide Authorized Services as specified in Subsection C of this section.

- A. Non-Exclusive Right. It is not the intent of this Agreement to grant to the FBO the exclusive right to provide any or all of the services described, required, or permitted in this Agreement at any time

during the term of this Agreement. The City reserves the right, at its sole discretion, to grant others' rights and privileges upon the Airport that may be identical in whole or in part to those granted to the FBO. The FBO acknowledges that no right or privilege has been granted to it which would prevent any person, firm, or corporation operating aircraft on the Airport from performing services on its own aircraft, with its own employees, including maintenance and repair services.

- B. Required Services. The FBO shall provide the following minimum services while complying with all federal, state, and local laws, rules, or regulations, now or hereinafter in force, which may be applicable to said services:
1. The FBO shall provide apron servicing of locally based and itinerant general aviation aircraft including the sale of aviation fuels, lubricants, and other aviation products and itinerant aircraft parking upon or within facilities assigned, or leased, to the FBO.
 2. The FBO shall provide pilot advisory assistance on such matters as flight rules, field conditions, parking, etc., and operation of a Unicom radio for wind and weather conditions to incoming aircraft, when requested, during reasonable hours.
 3. The FBO shall provide and maintain associated customer conveniences, including but not limited to, a pilot lounge and preparation area.
 4. The FBO shall provide, or if the FBO chooses not to directly provide them, then provide references for the following services: aircraft rental, air taxi and charter service, flight training, and ground schools.
 5. The FBO shall coordinate the renting of City-owned hangars. The FBO shall monitor the activity of the hangar lessees to ensure compliance with the hangar lease agreements and shall communicate with the City on all necessary matters related to the use and lease of City-owned hangars. The FBO shall inspect the leased hangars for conformance with the lease, notify hangar lessees and the City of any violations, and require said lessees bring their space into compliance or vacate the premises. The FBO shall coordinate efforts to keep each available hangar space rented.
 6. The FBO shall provide call-in services, 24 hours per day, 7 days a week, 365 days a year. The FBO shall conspicuously post a 24-hour contact telephone number on the outside of the Arrival/Departure Building and the FBO Hangar. Said phone number is to be answered whenever call-in service is required under this Agreement. The FBO agrees that it will respond to the Airport within sixty (60) minutes of receiving a request for call-in services. Requests for any variances from these required hours of operation and responsibility for call-in services must be coordinated with, and approved by, the City.
 7. The FBO shall provide ramp service, including sale and into-plane delivery of aviation fuels, lubricants, and other related aviation products. Fuel sales and pricing shall be under the control of, and at the discretion of, the FBO.
 8. The FBO shall provide apron service, including itinerant parking, storage, and tie down service. Apron service shall include service to meet and greet arriving aircraft in a timely manner whenever reasonable and practicable. In addition, apron service shall include allowing adequate space in the main heated hangar for temporary parking of transient aircraft upon request whenever reasonable and practicable.
 9. The FBO shall provide repair and maintenance of based and transient aircraft. The FBO agrees to maintain and operate a repair shop employing one or more certified A&P mechanics and a designated airworthiness inspector. Repair and maintenance service times shall generally be from 8:00 AM to 5:00 PM Monday through Friday and on an as-requested basis.
 10. The FBO shall manage the Airport on a 24-hour, seven (7) day per week basis.
 11. The FBO shall complete the day-to-day maintenance of the Airport buildings, grounds, hangars, taxiways, aprons, and all other Airport infrastructure. The City will furnish or reimburse the FBO

for necessary materials or supplies. Furthermore, the FBO shall recommend major maintenance in a timely manner to the City for budgeting purposes.

12. The FBO shall thoroughly clean the Leased Premises and maintain the same in a clean and useable condition at all times. The restrooms and showers in the Arrival/Departure Building shall be kept clean at all times and supplied with all necessary supplies. Windows shall be kept clean at all times.
13. The FBO shall furnish janitor and caretaker services for the Airport buildings and the area around the same, as more fully stated hereinafter. Janitor supplies and equipment shall be supplied by the FBO for the FBO Hangar and garage space. The City will supply janitor supplies and equipment for the Arrival/Departure Building.
14. The Arrival/Departure Building, and any other public areas of the Airport not subject to maintenance by other tenants, lessees, or concessionaires, shall be thoroughly cleaned by the FBO or its employees as needed. The public areas in the Arrival/Departure Building shall receive daily cleaning by the FBO or its employees, and the restrooms and showers in said building shall be kept cleaned at all times and supplied with all necessary supplies.
15. While in operation, the FBO shall perform daily checks of the heating and air conditioning system and keep the units in a clean and proper order, including cleaning the flues whenever necessary. The City shall pay for repairs to the furnace and air conditioners.
16. The FBO is responsible for the general cleanliness and maintenance of the Leased Premises, as well as for the general security of any City-owned Airport equipment stored in the Leased Premises. This provision shall not be construed to impose on the FBO the duty of an insurer or guarantor.
17. Each year prior to the snow season, the FBO shall arrange for the mowing of all grass and weeds, as prescribed by FAA and State regulations, on each side of the runway to a minimum height permissible without obstructions which would cause snow drifting or interfere with snow removal operations. It shall be the responsibility of the FBO to time this particular grass cutting so as to properly serve this intended purpose.
18. The FBO, using City-owned Airport equipment, shall maintain the turf and grounds as necessary on the Airport property. Grass is to be maintained at no higher than five (5) inches.
19. The FBO shall inspect and report needed repair or maintenance of all Airport fences to the City.
20. The FBO shall make frequent inspections of the runway, remove all runway hazards, and cause the runway to be closed and marked when it cannot be used.
21. When necessary, the FBO shall cause NOTAMS (Notices to Airmen) to be filed and deleted with cooperating Flight Service Stations of the FAA.
22. The FBO shall check all Airport lighting systems at least once per week to determine if they are in good working order and whether all light bulbs, light fixtures, the wind cone, obstruction markers, and the Airport rotating beacon are functioning properly. The FBO shall prepare a diagram of the runway lighting systems and obstruction lights with each light consecutively numbered. The FBO shall maintain a record of the performance of each light and the replacements required, make minor repairs as found by inspection to be necessary, and promptly replace burned-out light bulbs. Bulbs shall be supplied by the City. The FBO shall notify the City of any repairs required that are of a major nature and beyond the ability of the FBO to repair, and request instructions as to how to proceed to have the deficiency corrected.
23. From time to time, the FBO shall analyze the runway lighting system performance record and advise the City of any repairs that should be made to the system.
24. The FBO shall be subject to, and conform with, all laws, rules, and regulations of the Federal, State, County, or City Governments or appropriate agencies thereof, in the management of the Airport and in any and all activities to be carried out under this Agreement.

25. The FBO shall take all necessary precautions and steps to see that all rules, laws, and regulations of the Federal Government, the State of Minnesota, and the City of Waseca or any of its duly authorized agencies, are enforced at all times.
26. The FBO shall attend such conferences or trainings as the City may direct. The City shall pay, or reimburse the FBO, for costs associated with such conferences or trainings. The FBO shall at such conferences or trainings offer advice and cooperation as able.
27. The FBO's appointed Airport manager or designee shall attend all Airport Advisory Board meetings and, when requested by the City, attend any and all public meetings at which Airport matters are to be discussed and considered.
28. The FBO shall recommend to the City such rules and regulations relative to the safe operation of the Airport as deemed necessary. All flight regulations shall be in addition, and not contrary, to FAA regulations. No such rules or regulations shall become effective until approved and issued by the City.
29. The FBO shall consult with the City in all matters relating to proposals from businesses wishing to locate on the Airport.
30. The FBO shall keep a complete and accurate record of all maintenance work performed on the Airport in such a manner as the City may direct. The FBO shall make reports to the City in the form requested.
31. The FBO shall immediately notify the City, in the form of a work order, of any damage or repairs to Airport Facilities which the FBO cannot personally correct so as to enable the City to take whatever actions necessary to make said repairs.
32. Prior to June 1st of every year while this Agreement is in effect, the FBO shall report to the City on the Airport conditions and activities and make suggestions for the facility and services therein rendered (Annual Budget Process).
33. The FBO shall promptly notify the City of the names and addresses of new aircraft hangar rentals, the dates hangar rental spaces are occupied or become available, and any other hangar rental changes or updates.
34. The FBO's books and records shall be available to the City for examination or audit. Reports and audits shall be submitted to the City in such forms as prescribed by the City and at such reasonable times and intervals as requested by the City.
35. The FBO shall be responsible for promptly notifying the FAA Flight Service Station of all field conditions affecting the safe use of the Airport.
36. The FBO shall cooperate with local flight services and give advisory assistance to pilots on such matters as flight rules, parking, and field conditions and see that the hangars and other buildings are used for Airport purposes only.
37. The FBO shall cooperate with all federal, state, and municipal bodies insofar as all matters are concerned which are under their control.

C. Planned Preventative Maintenance. To keep systems operating properly, the FBO shall furnish planned preventive maintenance according to the schedule shown below:

WEEKLY

1. Conduct driving patrols and check all lighting and fixtures to assure that the bulbs are working properly. Replace all burned out bulbs and broken lenses.
2. Check all electrical lighting and control equipment, remote switches, photocells, and radio controls. Assure that the controls are operating properly.
3. Check all electrical lighting and control equipment voltages and currents and compare them with the equipment ratings. Record all results on a log sheet.

MONTHLY

1. Clean the electrical equipment building.
2. Perform visual inspections of exterior equipment cabinets for cleanliness.
3. Remove vegetative growth around the Visual Approach Slope Indicators (VASIs), Runway End Identifier Lights (REILs), and all other runway lights.
4. Check the orientation of all light lenses.
5. Check the interior of all flasher and control cabinets. Check the REIL safety devices.
6. Check the Median Alignment Lighting System (MALS) and Runway Alignment Indicator System (RAILS).
7. Check the wind cone to see that it swings properly. Check the wind cone fabric and assure that all lamps are operating properly.

QUARTERLY

1. Check the condition of the beacon lamp charger.
2. Check the condition of the beacon brushes and slip rings.
3. Test the beacon clutch drag.
4. Check the beacon "C" clamps and gaskets.
5. Check the beacon tell-tale circuit.
6. Check the beacon optical system and obstruction lights.

SEMI-ANNUALLY

1. Check for corrosion of electrical parts in all lighting systems and controls.
2. Check all electrical lighting control equipment and connections for water damage or moisture leaks.
3. Check the VASI and approach lights and reflectors.
4. Visually check the line of sight for obstructions in the VASI approach slope.
5. Revamp the wind cone, beacon, and obstruction lights.
6. Lubricate the beacon lights and the bearings in the wind cone.
7. Check the focusing, leveling, and aiming of the beacon.
8. Adjust all hangar door cables.
9. Touch up the paint on electrical enclosures.

ANNUALLY

1. Check the beacon weatherproofing and gaskets.
2. Lubricate all hangar door rollers.

D. Parts and Complete Replacement.

1. The City will repair or replace worn parts or complete components with new parts or reconditioned components. All necessary parts for proper maintenance of the Airport lighting system will be ordered by the FBO, who will maintain a sufficient inventory on hand. It is understood that the parts and/or components are to be furnished, or the costs reimbursed, by the City.
2. The FBO shall not be required to conduct safety tests or install new attachments or additional controls or equipment as recommended or directed by an insurance company, laboratory, or governmental authority without a separate agreement with the City.
3. The FBO shall be responsible for all City-owned Airport equipment which is stored or used at the Airport and under FBO's custody and control, for maintaining the same in good working order, excepting damage or parts failures that are not attributable to the FBO's negligence, and for protecting the same from damage caused by vandalism, hazardous weather, or exposure to the elements.

E. Optional Services. In addition, the FBO is authorized, but not required, to provide the following services, provided that these additional services do not limit the FBO's ability to provide the required services:

1. Ramp services at the main terminal or other Airport locations, including loading and unloading of passengers, baggage, mail, and freight and providing other ramp equipment.
2. Manage vending machine type refreshments such as soft drinks, candies, etc.
3. Operation of a flight school.
4. Special flight services, including aerial sight-seeing, patrol of power lines or pipelines, aerial advertising, and aerial photography.
5. The sale of aircraft.
6. Aircraft rental.
7. Aircraft charter operations.
8. Automobile rental.
9. A pilot advisory/Unicom station.

F. Operating Standards. In providing any of the required or authorized services, or activities described in this Agreement, the FBO shall operate the Airport for the use and benefit of the public and shall meet or exceed the following standards (the "Minimum Standards"):

1. The FBO shall exercise the same degree of care, skill, and diligence in the performance of services under this Agreement as is ordinarily possessed and exercised by members of the same profession, currently practicing, under similar circumstances.
2. The City reserves the right to periodically amend the Minimum Standards as it deems advisable, in its sole discretion, for the safe and efficient operation of the Airport, and without the agreement of the FBO. The FBO specifically acknowledges it has not, and cannot, acquire any property right based upon, or arising out of, the Minimum Standards as now existing or as amended in the future.
3. The FBO shall furnish service on a fair, reasonable, and nondiscriminatory basis to all users of the Airport consistent with Section 13 below. The FBO shall furnish good, prompt, and efficient service adequate to meet all reasonable demands for its services at the Airport. The FBO shall charge a fair and nondiscriminatory market price for each unit of sale or service; provided, however, that the FBO shall be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
4. The FBO shall select and appoint a full-time manager of its Airport operations. The manager shall be qualified and competent to carry out their duties and vested with full power and authority to act on behalf of the FBO with respect to controlling the method, manner, and conduct of the operation of the fixed base services to be provided under this Agreement. The manager shall generally be available at the Airport during regular business hours. When the manager is absent, a duly authorized subordinate shall be named to be in charge and available at the Airport.
5. The FBO shall provide, at its sole expense, a reasonable and sufficient number of employees to effectively and efficiently provide the services required or authorized by this Agreement.
6. The FBO shall control the conduct, demeanor, and appearance of its employees, who shall be trained by the FBO and shall possess such technical qualifications and hold such certificates or qualifications as may be required by any governmental authority in carrying out assigned duties. The FBO's employees shall wear appropriate uniforms or other distinctive or marked attire that allows for their ready identification as employees of the FBO. It shall be the responsibility of the FBO to maintain close supervision over its employees to assure a high standard of service to Airport customers.
7. Unless otherwise expressly provided herein, the FBO shall be responsible for all expenses and payments in connection with the use of the Leased Premises and the rights and privileges herein

granted, including permit fees, license fees, taxes, and assessments lawfully levied or assessed upon the FBO's property at any time situated on the Leased Premises. The FBO may, at its sole expense and cost, contest any tax, fee, or assessment.

8. The FBO shall comply with all federal, state, and local laws, rules, and regulations which may apply to the conduct of its business, including rules and regulations established by the City. The FBO shall maintain in effect, and post in a prominent place, all necessary or required licenses and permits.
9. The FBO shall keep and maintain the Leased Premises in good condition, order, and repair, and shall surrender the same, upon the expiration of this Agreement, in the condition in which they are required to be kept; reasonable wear and tear and damage by the elements not caused by the FBO's conduct excepted.
10. The FBO agrees that there shall be no burning of any materials on Airport property and further agrees that any materials or equipment placed upon the Leased Premises shall be neatly piled or stacked and kept in a location so that it will not interfere with Airport operations or create an unsightly appearance. The FBO shall cause to be removed at its own expense all junk, waste, garbage, and rubbish, and warrants that such items and materials will be disposed of lawfully. The FBO may deposit the same temporarily in suitable containers on the Leased Premises awaiting its collection for removal.
11. The FBO shall be responsible for locking the Leased Premises after the close of business each day.
12. The FBO shall inspect fire extinguishers and other emergency rescue equipment in all leased and public areas.
13. It is expressly understood and agreed that, in providing required and authorized services pursuant to this Agreement, the FBO shall have the right to choose, at its sole discretion, its vendors and suppliers.
14. The FBO may erect suitable advertising signs on the Leased Premises to advertise the FBO's business; provided that the form, type, size, and method of installation shall first be approved by the City and shall be in compliance with all applicable ordinances and regulations. Any signs the FBO proposes to be installed not on the Leased Premises must first be approved by the City in the City's sole discretion.
15. The FBO agrees to comply with all rules and field regulations with respect to control of ground and air traffic and use of the Airport as shall be established from time to time by the City. The FBO shall abide by all rules, regulations, and orders of MnDOT, the FAA, and other lawful authorities with respect to aircraft operations on the Airport and with respect to the use of the Leased Premises.
16. The FBO shall furnish such evidence as may be reasonably requested by the City to show the FBO is financially capable of providing the FBO services set forth in Section 3 prior to the City's approval of this Agreement and at such further times as the City may require.

Section 4. **CITY RIGHTS AND RESPONSIBILITIES.**

A. City Responsibilities. To facilitate the FBO's performance of the FBO services set forth in Section 3, the City shall supply in proper time and sequence, the following to the FBO:

1. Exterior Maintenance. Except for accumulated snow and ice immediately adjacent to, and surrounding, all hangars and the Arrival/Departure Building, including doorways, sidewalks, and all other pedestrian accesses to parking lot and ramp areas, the City shall be responsible for the removal of snow and ice from the runway, taxiways, apron, parking lot, access drive, and all other driveways and paved open spaces necessary to maintain Airport operations during the 2022-23 winter season. The FBO shall coordinate snow removal operations with the City to complete snow and ice control operations in the most efficient manner possible.

2. Structural Maintenance. The City shall maintain the hangars, Arrival/Departure Building, and other Airport Facilities in good and usable condition. This obligation includes, but is not limited to, the roof, exterior walls, doors, windows, all basic mechanical and electrical components, and rest room fixtures. The City is not responsible for repairs made necessary due to causes attributable to the FBO or its employees, agents, or invitees. The FBO will provide general repair and maintenance (not structural repair) for all structures located on the Leased Premises as more specifically detailed in Section 2 herein.
 3. Airport Equipment. The City shall repair and maintain Airport equipment that is to be used by the FBO in good and usable condition
 4. Fuel Facility Maintenance. The City shall maintain the City-owned fueling facility at the Airport and maintain the fueling systems in full working order.
 5. Emergency Equipment. The City shall provide, and maintain in good working order, fire extinguishers and other emergency rescue equipment in all leased and public areas.
 6. Insurance. The City shall provide fire and extended coverage insurance on all City-owned buildings which are either leased to, or used by, the FBO.
 7. Minimum Standards. The City shall enforce all minimum operating standards or requirements for all aeronautical endeavors and activities conducted at the Airport.
 8. Property Taxes. The City shall have sole responsibility for the payment of any real estate taxes for City-owned property and buildings on the Airport property.
 9. Fair Administration. The City shall endeavor to ensure that rates, terms, and conditions are fairly applied to all aeronautical endeavors or activities permitted to operate at the Airport. The City reserves the right to set rates, so they are equitable, taking into account such considerations as the location of any premises being leased, the economic investment made by the operator, the type and scope of the operation, and the space required to conduct the operation.
 10. Agreement Required. The City shall not permit the conduct of any aeronautical endeavor or activity at the Airport, except under an approved agreement.
- B. City Rights.
1. Right to Inspect. The City reserves the right to enter upon the Leased Premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this Agreement.
 2. Airport Development. The City reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the FBO, and without interference or hindrance. If the development of the Airport requires the relocation of the FBO, the City agrees to provide a comparable location and agrees to relocate all buildings or provide similar facilities for the FBO at no cost to the FBO.
 3. Airport Maintenance. The City reserves the right, but shall not be obligated to the FBO, to maintain and keep in repair the landing area of the Airport and all Airport Facilities, together with the right to direct and control all activities of the FBO in this regard.
 4. Obstructions. The City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent the FBO from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft. The FBO shall, upon approval by the City and prior to any construction of any nature within the boundaries of the Airport, prepare and submit to the Federal Aviation Administration, FAA Form 7460-1, "Notice of Proposed Construction or Alteration", as required by Federal Aviation Regulation Part 77.

5. Mineral Rights. The City expressly reserves all water, gas, oil, and mineral rights in and under the soil beneath the Leased Premises but testing for and/or removal of any such gas, oil, or minerals shall be done in a manner so as not to disturb the Leased Premises or disrupt the operation of the business being conducted thereon.

Section 5. USE OF AIRPORT FACILITIES.

The FBO shall be entitled, in common with the general public, to have access to, and use of, all public facilities at the Airport. Such facilities include, but are not limited to, the use of landing areas, runways, taxiways, navigational aids, terminal facilities, and aircraft parking areas designated by the City (collectively, the "Airport Facilities"); provided, however, that such access and use shall be upon such terms, and under such rules and regulations, as they now exist or may be hereinafter established by the City and subject to any charges for such use as may be established from time to time by the City.

Section 6. AIRPORT MAINTENANCE AND MANAGEMENT.

- A. Maintenance of Airport Facilities. Except as otherwise required by this Agreement, the City shall maintain all public and common or joint use areas of the Airport, including the air operations area, in good repair, and shall make such repairs, replacements, or additions thereto as it considers, in its sole discretion, necessary for the safe and efficient operation of the Airport.
- B. Aerial Approaches. The City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent the FBO from erecting or permitting to be erected, any building, fence, signage, or other structure on, or adjacent to, the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.

Section 7. PAYMENTS.

- A. Fuel Sales.
 1. The FBO shall be responsible for the operation and sales of all on-premises aviation fuels. A fuel flowage fee of \$0.10 per gallon shall be paid to the City on a quarterly basis. Payment shall accompany a quarterly fuel sales report to be submitted on, or before, the 15th of April, July, October and January of each year for the previous three months' fuel sales.
 2. The FBO agrees to purchase from the City the remaining quantity of aviation fuel (100LL) stored in the Airport fuel tank as of the date the FBO assumes control of the operation and sales of all on-premises aviation fuels. The purchase price for said fuel shall be the per gallon rate most recently paid by the City as documented by invoice or receipt.
- B. Utilities.
 1. The FBO is responsible for all utilities including, but not limited to, gas, electric, water, sewer, phone, and internet related to the FBO Hangar.
 2. The City is responsible for all utilities including, but not limited to, gas, electric, water, sewer, phone, and internet related to the Arrival/Departure Building and all other City-owned hangars and infrastructure.
- C. Rent. The FBO shall have the use of the Arrival/Departure Building, the FBO Hangar, and the garage space attached to the north end of T-hangar "E" rent free.
- D. Payments. Amounts due to the City and invoiced to the FBO under this Agreement shall be paid to the City, without notice, by the tenth (10th) of the month in which payment is due.
- E. Delinquency Charge. If any payment due to the City hereunder is not remitted until after the due date, the FBO shall be obligated to pay the City 110% of the amount then due and owing.
- F. Place of Payment. All payments due to the City shall be delivered to the City of Waseca Finance Department at 508 South State Street, Waseca, MN 56093.

- G. Records. The FBO shall provide and maintain accurate records of fuel dispensed and gross sales receipts derived under this Agreement and tie-down fees collected, for a period of three (3) years from the date the record is made. Such records shall be maintained according to generally accepted accounting principles. The City, or its duly authorized representative, shall have the right to request, at its own expense, an inspection of the books, records, and receipts of the FBO, and to verify the FBO's fuel records. The FBO shall provide the City with reports on fuel dispensed categorized by fuel type, meter readings on pumps for the beginning and ending of the calendar month, and any other information relating to fueling activity requested by the City. The FBO shall attach to the report copies of all invoices from fuel suppliers and the invoices shall be signed and dated by the person who supplied or delivered the fuel to the FBO. The City has the right at any time, upon reasonable request, to inspect fuel invoices, and business records to ascertain the veracity of the FBO's reports.
- H. Annual Statement. If requested by the City, within sixty (60) days after the end of each calendar year, the FBO shall furnish to the City a statement of gross sales made during the preceding calendar year and certified by an officer of the FBO as to its accuracy. The statement shall be in adequate detail to identify all of the various sources of those sales and receipts. Gross sales not derived from business operations pursuant to this Agreement, if any, shall be identified as such. If requested by the City, the City may audit said statements and the FBO's books and records, including examination of the general ledger and all other supporting materials, at any reasonable time during business hours, for the purposes of verifying the reported fuel sales and any other fees collected.

Section 8. **INSURANCE.**

- A. Required Liability Insurance Coverages. At all times while this Agreement is in effect, the FBO shall maintain at a minimum, the following insurance coverages in the indicated amounts from financially solvent insurance carriers:

Commercial General Liability (CGL) Insurance: \$2,000,000, covering liability arising from premises, operations, independent contractors, personal and advertising injury, and contractual liability;

Aircraft Liability Insurance: \$100,000 passenger liability and \$1,000,000 per occurrence;

Products Operations: \$1,000,000 per occurrence and \$2,000,000 aggregate;

Products Hazard and Completed Operations: \$1,000,000 per occurrence and \$2,000,000 aggregate;

Hangar Keepers: \$250,000 per aircraft and \$500,000 per occurrence;

Premises Liability Insurance: \$1,000,000 per occurrence;

Automobile Liability: \$1,000,000 per occurrence;

Workers Compensation: in statutory amounts;

Employer's Liability: \$500,000 – Bodily Injury by Disease Per Employee; \$500,000 – Bodily Injury by Disease Aggregate; \$100,000 – Bodily Injury by Accident and

Any other insurance coverages required by state or federal laws or regulations applicable to the FBO.

The FBO acknowledges that the requirements for insurance coverages set forth below are based on the services the FBO is obligated to perform under Section 3.B of this Agreement; the City may require additional insurance coverages if the FBO elects to engage in any of the optional services identified under Section 3.C of this Agreement, and that such coverages must be in full force and effect and meet the endorsement and additional insured requirements described below before the FBO may engage in offering any such optional services.

- B. The FBO shall secure an endorsement for each policy specified above stating that the insurance contract cannot be cancelled by the insurer until 30 days' notice in writing of cancellation has been given to the City Finance Director at 508 South State Street, Waseca, MN 56093. For each policy specified above, the FBO agrees that it will cause the City to be named as an additional insured for all claims arising out of the named insured's performance of services required or authorized under its agreement with the City.
- C. The FBO shall provide evidence to the City in writing, before the earlier of either occupying the Leased Premises or offering services to the public at the Airport, that it has the insurance coverages and endorsements specified above and that the City is named as an additional insured on all required policies, excepting any workers compensation insurance coverages.
- D. The FBO shall, prior to commencing the services, deliver to the City a Certificate of Insurance as evidence that the above coverages are in full force and effect.
- E. The insurance requirements may be met through any combination of primary and umbrella/excess insurance.
- F. The FBO's policies shall be primary insurance and non-contributory to any other valid and collectible insurance available to the City with respect to any claim arising out of the FBO's performance under this Agreement.
- G. No representation is made that the minimum insurance requirements are sufficient to cover the obligations of the FBO under the agreement.

Section 9. INDEMNIFICATION; WAIVER AND ASSUMPTION OF THE RISK.

- A. Indemnification. The FBO shall indemnify, protect, save, hold harmless, and insure the City, and its respective officers, directors, employees, members, and agents from and against any and all claims and demands for, or litigation with respect to, all damages which may arise out of, or be caused by, the FBO or its agents, employees, contractors, subcontractors, or sublessees with respect to the FBO's performance of its obligations under this Agreement, or the FBO's or its agents', employees', contractors', subcontractors', sublessees' or invitees' presence on the Leased Premises or the Airport premises. The FBO shall defend and indemnify the City against the foregoing, or litigation in connection with the foregoing, at the FBO's expense, with counsel reasonably acceptable to the City. The City, at its expense, shall have the right to participate in the defense of any claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision herein shall not apply to damages or other losses proximately caused by, or resulting from, the negligence or willful misconduct of the City. All indemnification obligations shall survive termination, expiration, or cancellation of this Agreement.
- B. Waiver and Assumption of the Risk. The FBO knows, understands, and acknowledges the risks and hazards associated with using the Airport Facilities and Leased Premises and hereby assumes any and all risks and hazards associated therewith. The FBO hereby irrevocably waives any and all claims against the City or any of its officials, employees, or agents for any bodily injury (including death), loss or property damage incurred by the FBO as a result of using the Airport Facilities or the Leased Premises and hereby irrevocably releases and discharges the City and any of its officials, employees, or agents from any and all claims of liability.

Section 10. CASUALTY.

In the event any fixed improvements, owned by the FBO and existing on the premises upon the date of execution of this Agreement or erected on the premises by the FBO, are damaged, destroyed by fire, or other casualty, the FBO shall immediately repair the improvements and restore them to a condition at least as good as they were in immediately before the casualty.

Section 11. INDEPENDENT CONTRACTOR.

The FBO, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of the City for any purpose. No statement contained in this Agreement shall be construed so as to find the FBO to be an employee of the City, and the FBO shall not be entitled to any of the rights, privileges, or benefits of employees of the City, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims. The FBO acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from any payments due the FBO hereunder, and that it is the FBO's sole obligation to comply with the applicable provisions of all Federal and State tax laws. The FBO shall at all times be free to exercise initiative, judgment, and discretion as to how to best perform or provide the services identified herein. The FBO is responsible for hiring sufficient workers to perform the services/duties required by this contract, withholding their taxes and paying all other employment tax obligations on their behalf.

Section 12. ASSIGNMENT, SUBLEASE.

The FBO agrees that it will not sublet the Leased Premises, or any part thereof, or hangars located thereon and will not assign this Agreement or any interests therein, nor permit this Agreement to become transferred by operation of law or otherwise and that no act or acts will be done or suffered whereby the same may be or become sublet or assigned in whole or in part, unless the written consent of the City endorsed hereon shall be first obtained in each and every case of subletting or assignment and that nothing whatever shall be held to be a waiver of, or supersede, the necessity of such endorsement. Subletting does not include the rental of hangar space for airplane storage. The City's consent to, or denial of, any sublease or assignment rests in its sole discretion. Any assignments, sale in bankruptcy or insolvency of the FBO may, at the option of the City, be considered an assignment and a breach of this Agreement.

Section 13. FAIR AND NONDISCRIMINATORY SERVICES.

A. Nondiscrimination – Provision of Services. The FBO, in the conduct of any aeronautical activity for furnishing services to the public at the Airport, shall furnish services on a fair, equal, and not unjustly discriminatory basis to all users, and shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided that the FBO may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers. The FBO specifically covenants that: (1) no person on the grounds of race, creed, color, religion, sex, age, national origin, sexual orientation, marital status, handicap, disability, political belief, or affiliation will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the Leased Premises or the Airport Facilities; (2) in the construction of any improvements on, over, or under the Leased Premises and the furnishing of services thereon, no person on the grounds of race, color, religion, sex, age, national origin, sexual orientation, marital status, handicap, disability, political belief, or affiliation will be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination.

- B. Nondiscrimination - Business Owner. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The FBO for itself, and as a requirement for any sublessee, agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award of performance or any concession agreement, management contract or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.
- C. Nondiscrimination - Employment. The FBO will not engage in unlawful employment discrimination. Further, the FBO will develop or reaffirm an equal opportunity policy and disseminate that policy internally and externally. The plan shall be implemented through an action-oriented program with goals and timetables designed to eliminate obstacles to equal opportunity for women and minorities in recruitment and hiring. In recruiting job applicants for available positions, the FBO will contact minority and women's organizations, schools with predominant minority or female enrollments, and other recruitment sources for minorities and women.
- D. Warranty. The FBO warrants that it is familiar with, and will use the premises in compliance with, all other requirements imposed by, or pursuant to, Title 49, Code of Federal Regulations (CFR), Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.
- E. Remedy for Breach. In the event of breach of any of the above non-discrimination covenants, the City shall have the right to terminate this Agreement and to reenter and repossess the Leased Premises and hold the same as if this Agreement had never been made or issued. This provision does not become effective until the procedures of 49 CFR, Part 21, have been followed and completed, including expiration of appeal rights.

Section 14. DATA PRACTICES; RECORDS RETENTION AND AVAILABILITY.

- A. Data Practices. The parties acknowledge that data collected by the City pertaining to this Agreement may be subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*
- B. Records Retention and Availability. The FBO agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may deem reasonably necessary, shall have access to, and the right to examine, audit, excerpt, and transcribe, any books, documents, papers, records, etc. which are pertinent to the accounting practices and procedures of the FBO and involve transactions relating to this Agreement. The FBO agrees to maintain these records for a period of three (3) years from the date of termination of this Agreement.

Section 15. REQUIREMENTS OF THE UNITED STATES.

This Agreement shall be subject and subordinate to the provisions of any existing or future agreement between the City and the United States or the State of Minnesota, or any agency thereof, or relative to the operation or maintenance of the Airport, the execution of which has been, or may be required as, a condition precedent to the expenditure of federal funds for the development or operation of the Airport; provided, however, that the City shall, to the extent permitted by law, use its best efforts to cause any such agreements to include provisions protecting and preserving the rights of the FBO in, and to, the premises, and to compensation for taking thereof, interference therewith, and damage thereto, caused by such agreement or by actions of the City, United States, or the State of Minnesota pursuant thereto.

Section 16. COMMITMENTS TO FEDERAL OR STATE AGENCIES.

Nothing herein shall be construed to prevent the City from making such commitments as it desires to the Federal Government or to the State of Minnesota in order to qualify for the expenditure of federal and state funds at the Airport. Notwithstanding the foregoing, no such additional commitments shall result in an increase in rent or the FBO's obligations hereunder without the FBO's written consent.

Section 17. PARKING OF VEHICLES.

The FBO's private automobiles shall be allowed to be placed in the buildings for short periods of time. Auto parking on the apron or grass will not be permitted. All customer automobile parking will be in the public vehicle parking lot.

Section 18. DEFAULT AND TERMINATION.

- A. Termination by FBO. This Agreement shall be subject to termination by the FBO in the event of any one or more of the following events:
1. The abandonment of the Airport as an airport or an airfield.
 2. The default by the City in the performance of any of the terms, covenants, or conditions of this Agreement, and the failure of the City to remedy, or undertake to remedy to the FBO's satisfaction, such default for a period of thirty (30) days after receipt of written notice from the FBO to remedy the same, addressed to the City, to the attention of the Director of Engineering at 508 South State Street, Waseca, MN 56093.
 3. Damage to, or destruction of, all or a material part of the Leased Premises or Airport Facilities necessary to the operation of the FBO's business.
 4. The assumption by the United States, or any authorized agency thereof, of the operation, control, or use of the Airport, or any substantial part or parts thereof, in such a manner as to restrict the FBO from substantially conducting business operations for a period in excess of ninety (90) days.
- B. Termination by City. This Agreement shall be subject to termination by the City in the event of any one or more of the following events:
1. Institution of voluntary bankruptcy proceedings by the FBO.
 2. Institution of involuntary bankruptcy proceedings in which the FBO thereafter is adjudged bankrupt.
 3. Assignment for the benefit of creditors of the interests of the FBO under this Agreement.
 4. Appointment for the benefit of creditors of the property or affairs of the FBO.
 5. If the FBO shall vacate the Leased Premises.
 6. If the FBO shall refuse to take possession of the Leased Premises on the commencement date or shall permit the Leased Premises to remain unoccupied or unattended.
 7. If the FBO shall fail to pay any installments of rent or other charges required to be paid by the FBO within thirty (30) days after they shall become due and payable, subject to the rights of redemption provided by law.
 8. If the FBO shall fail to perform or observe any of its other obligations under this Agreement for a period of thirty (30) days after written notice thereof to the FBO.
 9. Any violation of state, federal, or local law, statute, ordinance, or regulation which results in a criminal conviction may result in the immediate termination, without further notice, of this Agreement at the City's option.
- C. Rights After Termination. In the event of termination for default by the FBO or other expiration of this Agreement, the City shall have the right at once, and without further notice to the FBO, to enter and take possession of the Leased Premises, and expel, oust, and remove any and all parties who may occupy any portion of the Leased Premises, and any and all goods and chattels belonging to the FBO or its associates which may be found, without being liable for prosecution or to any claim for damages.

Upon such termination by the City, all rights, powers, and privileges of the FBO shall cease, and the FBO shall immediately vacate the Leased Premises, and shall make no claim of any kind whatsoever against the City, its agents, or representatives, by reason of such termination, or any act incident thereto. Upon such termination or expiration, any sublessees present on the Leased Premises who were properly approved by the City in writing pursuant to Section 12 shall be entitled to remain on the Leased Premises and continue their operations thereon through the expiration of the term of their Agreement then in effect. In the event of termination for any cause which is determined by the City to be beyond the control and without the fault or negligence of the FBO, payment to the City hereunder shall immediately cease, and the FBO shall be entitled to have monies which have been prepaid or advanced to the City predicated on occupancy of the Leased Premises to the end of the period, if any, refunded to it by the City. The FBO shall, in addition to other rights provided for by law, be permitted to remove its personal property from the Leased Premises in a manner and at a time agreed upon by the parties.

- D. Dispute Resolution. The FBO and the City agree to negotiate all disputes between them under this Agreement in good faith for a period of thirty (30) days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their respective rights under law.
- E. Force Majeure. Neither the City nor the FBO will be deemed to be in breach of this Agreement if either is prevented from performing any of its obligations hereunder by reason of Force Majeure. Force Majeure means any prevention, delay, or stoppage due to strikes, lockouts, labor disputes, acts of God, including inclement weather and/or periods of rain or snow, inability to obtain labor or materials, or reasonable substitutes therefore, governmental restrictions or requirements, governmental regulations, governmental controls, inability to timely obtain governmental approvals, enemy or hostile governmental action, civil commotion, fire or other casualty, pandemic or other declared local public health emergency, and other causes beyond the reasonable control of the party obligated to perform. All of the foregoing events excuse the performance by either party for a period equal to any prevention, delay, or stoppage, including the obligations imposed with regard to commencement or payment of rental and other charges to be paid by the FBO pursuant to this Agreement and the obligation of the City to deliver the Leased Premises.

Section 19. **MISCELLANEOUS PROVISIONS.**

- A. Entire Agreement. This Agreement constitutes the entire understanding between the parties, and as of its effective date supersedes all prior understandings and agreements between the parties covering the subject matter hereof.
- B. Terms Binding on Successors and Assigns. All of the terms, covenants, and agreements herein contained shall be binding upon, and shall inure to the benefit of, the heirs, successors, and assigns of the FBO and the City.
- C. No Partnership, Joint Venture, or Fiduciary Relationship. Nothing contained in this Agreement shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the City and the FBO, it being understood that the sole relationship created hereby is one of landlord and tenant.
- D. No Third-Party Benefit. No provision of this Agreement creates a third party claim against the City, the Airport, or the FBO beyond that which may legally exist in the absence of any such provision.
- E. No Waiver. Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement, or to exercise any right herein conferred, shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.

- F. Covenant Against Contingent Fee. The FBO warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the FBO to solicit or secure this Agreement, and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon, or resulting from, award or making of this Agreement.
- G. Attorney Fees. The FBO shall pay all costs, attorney fees, and expenses incurred by the City to enforce this Agreement.
- H. Severability. If a provision of this Agreement shall be finally declared void or unlawful by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.
- I. Headings. The headings used in this Agreement are intended for convenience of reference only and do not define or limit the scope or meaning of any provision of this Agreement.
- J. Governing Law. This Agreement is to be construed and interpreted in accordance with the laws of the State of Minnesota.
- K. Notices. Whenever under this Agreement any demand, notice, or declaration of any kind that is required or permitted, it shall be in writing and served or sent by mail with postage prepaid.
 - 1. If to the City, it shall be addressed to the attention of the Director of Engineering at 508 South State Street, Waseca, MN 56093
 - 2. If to the FBO, it shall be addressed to the attention of _____.
- L. Amendments. This Agreement may be amended at any time throughout the term of the agreement. All amendments shall be in writing and mutually agreed upon and executed by the City and the FBO.
- M. Authorized Signatories. The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions, or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective from the day and year first written above.

CITY OF WASECA:

[FBO Name]

R.D. Srp, Mayor

By: _____

Date: _____

Date: _____

Lee Mattson, City Manager

Date: _____

Title:	I&I Project Manhole Restoration Quotes		
Meeting Date:	July 5, 2022	Agenda Item Number:	7C
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Letter & quote tab from Joe Palen, Stantec
Originating Department:	Sanitary Sewer	Presented By:	City Manager
Approved By City Manager: <input checked="" type="checkbox"/>			
How does this item pertain to Vision 2030 goals?	High quality community assets (sanitary sewer collection system) are improved by removing I&I from the sanitary sewer collection system and the rehabilitation work significantly extends the useful life and reliability of the system.		

BACKGROUND: On April 5th, the City Council authorized staff to obtain bids for construction related to Project 2022-11, I&I Remediation, Phase Two, in the SE quadrant of Waseca. Planned construction includes sanitary sewer pipe lining and manhole repairs/rehabilitation in the SE quadrant along the 5th St SE sewer shed.

On June 7th, the City Council awarded the pipe lining portion of the I&I project to Hydro-Klean, LLC. The manhole portion of the project was not awarded but Council authorized staff to obtain quotes and to bring the quotes before the Council for consideration.

Favorable quotes were received and tabulated, as attached, including staff review with engineer Joe Palen. The low quote is from Hydro-Klean, LLC in the amount of \$54,702. The quote from R&H Painting, LLC, dba Hiperline is in the amount of \$119,056. The attached letter from Mr. Palen includes concurrence with staff to award the manhole restoration quote to Hydro-Klean, LLC.

BUDGET IMPACT: Hydro-Klean LLC was awarded the pipe lining project in the low bid amount of \$245,120.06. The low quote from Hydro-Klean for the manhole project is in the amount of \$54,702. The total of the two, pipe lining & manhole work, is \$299,822.06. The budget amount for the construction work is \$410,560. The engineer's estimate was \$458,975.

ALTERNATIVES CONSIDERED: Overall project alternatives were reviewed at the June 7th Council meeting followed by Council direction to obtain manhole restoration quotes. Manhole restoration work options are reviewed by Mr. Palen in his attached letter. Staff and Mr. Palen concur that the proposed work method by Hydro-Klean LLC is acceptable when compared with the price point and work method quoted by Hiperline.

RECOMMENDATION: Staff recommends acceptance of the quotes and award of the manhole restoration project to Hydro-Klean LLC in the low quote amount of \$54,702.



June 24, 2022

Honorable Mayor and City Council
City of Waseca
508 South State Street
Waseca, MN 56093

Re: 2022 Manhole Rehabilitation Quote Project
City Project No. 2022-11; Stantec Project No. 193805525
Quote Results and Award Recommendations

Honorable Mayor and City Council:

Quotes were opened for the 2022 Manhole Rehabilitation project on June 23, 2022. These quotes are for manhole rehabilitation work that was removed from a contract awarded by Waseca to Hydro-Klean LLC in June, 2022 due to a bid irregularity. The manhole rehabilitation work is intended to eliminate inflow & infiltration into the sanitary sewer system and extend the life of the existing brick / block manholes which are deteriorating. Transmitted herewith is a copy of the Quote Tabulation for your information and file. Copies of the Tabulation will also be distributed to each Bidder once the Project has been awarded. Two quotes for the work were received. The following table summarizes the results of the Quotes received:

	<u>Contractor</u>	<u>Base Quote</u>	<u>Alternate No. 1</u>	<u>Total Base Quote plus Alt. No. 1</u>	<u>Alternate No. 2</u>	<u>Base Quote + Alternate No. 2</u>
Low	Hydro-Klean, LLC	\$13,290.00	Not bid	NA	\$41,412.00	\$54,702.00
#2	R&H Painting, LLC dba Hiperline	\$18,620.00	\$100,436.00	\$119,056.00	Not bid	NA

The project quote form included a base quote and two alternate quotes. The City may award the contract based upon the Based Quote cost plus either Alternate 1 or 2. Alternate #1 includes three pre-approved manhole lining systems that the contractor could choose from and all of which require multiple coats of different lining products. The Alternate #1 lining systems are well established within the industry. Alternate #2 includes a newer manhole lining product that requires one coat of geopolymer protective coating system. All manhole lining products included in Alternate #1 and #2 are subject to the same 10-year warrantee.

The low Bidder on the Project with a Base Quote Plus Alternate No. 2 was Hydro-Klean, LLC. with a Total Quote of \$54,702. The Second low Bidder on the Project with a Base Quote Plus Alternate No. 1 was R&H Painting, LLC dba Hiperline with a Total Quote Amount of \$119,056.00. The quoted costs are very similar to the bid costs received in Part 2 of the original project bids opened in May 2022.

There is a significant difference in cost between the manhole lining products specified in Alternates #1 and #2. Upon discussion with City Staff, we collectively agree that the products specified in Alternate #1 may provide better long-term performance but, the difference in cost of the two product types does not justify the increase in cost given the location and depth of the manholes (residential area). We also agree that the \$64,354 in cost savings offered by Alternate



June 24, 2022
Page 2 of 2

Reference: 2022 Manhole Rehabilitation Project

#2 can provide more value to the City of Waseca if use to fund the lining of more segments of sanitary sewer main in the future.

Please contact me at (507) 529-6036 or Joseph.palen@stantec.com if you have any questions regarding the bids received for this project or the recommendation on how to advance the project.

Sincerely,
STANTEC CONSULTING SERVICES INC.

Joseph Palen, P.E.
Enclosure



Project Name: **2022 Sanitary Sewer Main And Manhole Rehabilitation Quote Project**

I hereby certify that this is an exact reproduction of bids received.

City Project No.:

Stantec Project No.: 193805525 Quote

Bid Opening: Thursday, June 23, 2022 at 10:00 AM CDT

Owner: **Waseca, Minnesota**

Joseph C. Palen, P.E.

License No. 41627

Bidder No. 1

Bidder No. 2

Hydro-Klean, LLC

R&H Painting, LLC dba Hiperline

BID TABULATION

Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total
BASE BID							
1	MOBILIZATION	LS	1	\$5,940.00	\$5,940.00	\$9,070.00	\$9,070.00
2	TRAFFIC CONTROL	LS	1	\$3,640.00	\$3,640.00	\$2,000.00	\$2,000.00
3	BYPASS PUMPING	LS	1	\$1,690.00	\$1,690.00	\$1,500.00	\$1,500.00
4	MH REHAB JOINT GROUTING	GAL	100	\$5.00	\$500.00	\$18.00	\$1,800.00
5	ABANDON MH 438	LS	1	\$720.00	\$720.00	\$3,000.00	\$3,000.00
6	BENCH AND INVERT REPAIR	SF	50	\$16.00	\$800.00	\$25.00	\$1,250.00
TOTAL BASE BID					\$13,290.00		\$18,620.00
ALTERNATE NO. 1 (STANDARD LINING SYSTEMS)							
7	REHAB SANITARY SEWER MH	LF	238	\$0.00	\$0.00	\$422.00	\$100,436.00
TOTAL ALTERNATE NO. 1 (STANDARD LINING SYSTEMS)					\$0.00		\$100,436.00
ALTERNATE NO. 2 (GEOKRETE LINING SYSTEM)							
8	REHAB SANITARY SEWER MH (GEOKRETE PROTECTIVE COATING SYSTEM)	LF	238	\$174.00	\$41,412.00	\$0.00	\$0.00
TOTAL ALTERNATE NO. 2 (GEOKRETE LINING SYSTEM)					\$41,412.00		\$0.00
TOTAL BASE BID					\$13,290.00		\$18,620.00
TOTAL ALTERNATE NO. 1 (STANDARD LINING SYSTEMS)					\$0.00		\$100,436.00
TOTAL BASE BID PLUS ALTERNATE NO. 1					\$13,290.00		\$119,056.00
TOTAL BASE BID					\$13,290.00		\$18,620.00
TOTAL ALTERNATE NO. 2 (GEOKRETE LINING SYSTEM)					\$41,412.00		\$0.00
TOTAL BASE BID + ALTERNATE NO. 2					\$54,702.00		\$18,620.00

Contractor Name and Address: Hydro-Klean, LLC
333 NW 49th Place
Des Moines, IA 50313

Phone: (515) 283-0500

Email: jlomp@hksolutionsgroup.com

Signed By: Jill Lomp

Title: Contracts Manager

Bid Security: Bid Bond

Addenda Acknowledged: None

R&H Painting, LLC dba Hiperline
15725 US Hwy 12 SW
Cokato, MN 55321

Phone: (320) 286-2471

Email: grant@hiperline.com

Grant Raisanen

Member

Bid Bond

None

Title:	City of Waseca “Lewer Farm” Hay Quotes		
Meeting Date:	July 5, 2022	Agenda Item Number:	7D
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Quote Tab Farm Map
Originating Department:	Public Works	Presented By:	City Manager
Approved By City Manager: <input checked="" type="checkbox"/>			
How does this item pertain to Vision 2030 goals?	Working to maintain community assets		

BACKGROUND: At the direction of the City Council at their June 21st council meeting, staff has obtained written quotes to lease hay ground on the north field of the Lewer Farm (attached map) for the remainder of 2022. The attached quote tab shows that the city received three quotes. The high quote from Adam Harguth is \$0.0325/pound of hay, or 3.25cents per pound.

When the city purchased the property from the Lewer family, a condition of the sale was “right of first refusal for agricultural lease.” Tim Lewer has been contacted and asked if the Lewer family wants to exercise the right of first refusal of the highest quote or bid, they have “passed” on the option.

BUDGET IMPACT: The first cutting of hay has been completed. The total dry weight of the cutting is 27,540 pounds. At 3.25 cents per dry pound, the income for each future cutting would be \$895.05. City staff has received copies of the two Waseca County Landfill scale tickets.

ALTERNATIVES CONSIDERED: Staff has obtained written quotes per City Council direction.

RECOMMENDATION: The recommendation of the quote award will be based on the Lewer family decision regarding their right of first refusal.

QUOTE TABULATION FORM

City of Waseca Lower Farm Hay Land 2022

June 29, 2022, 10:00 am city Hall Council Chambers

North Field Price Per Pound

Time that Quotes Are Opened 10:01 AM

Quote Submitted By, dba

Price Per Pound

Tyler Huber

\$.0185

Adam Harguth

\$.0325

Trent Hering

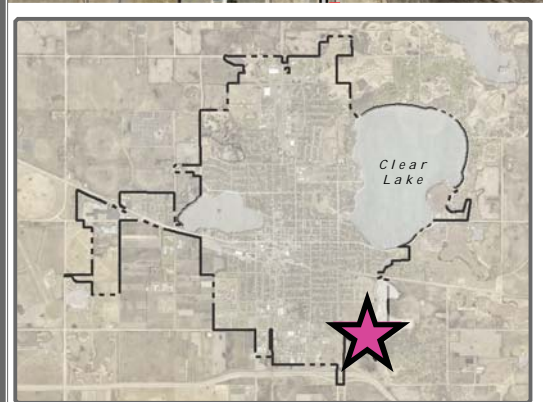
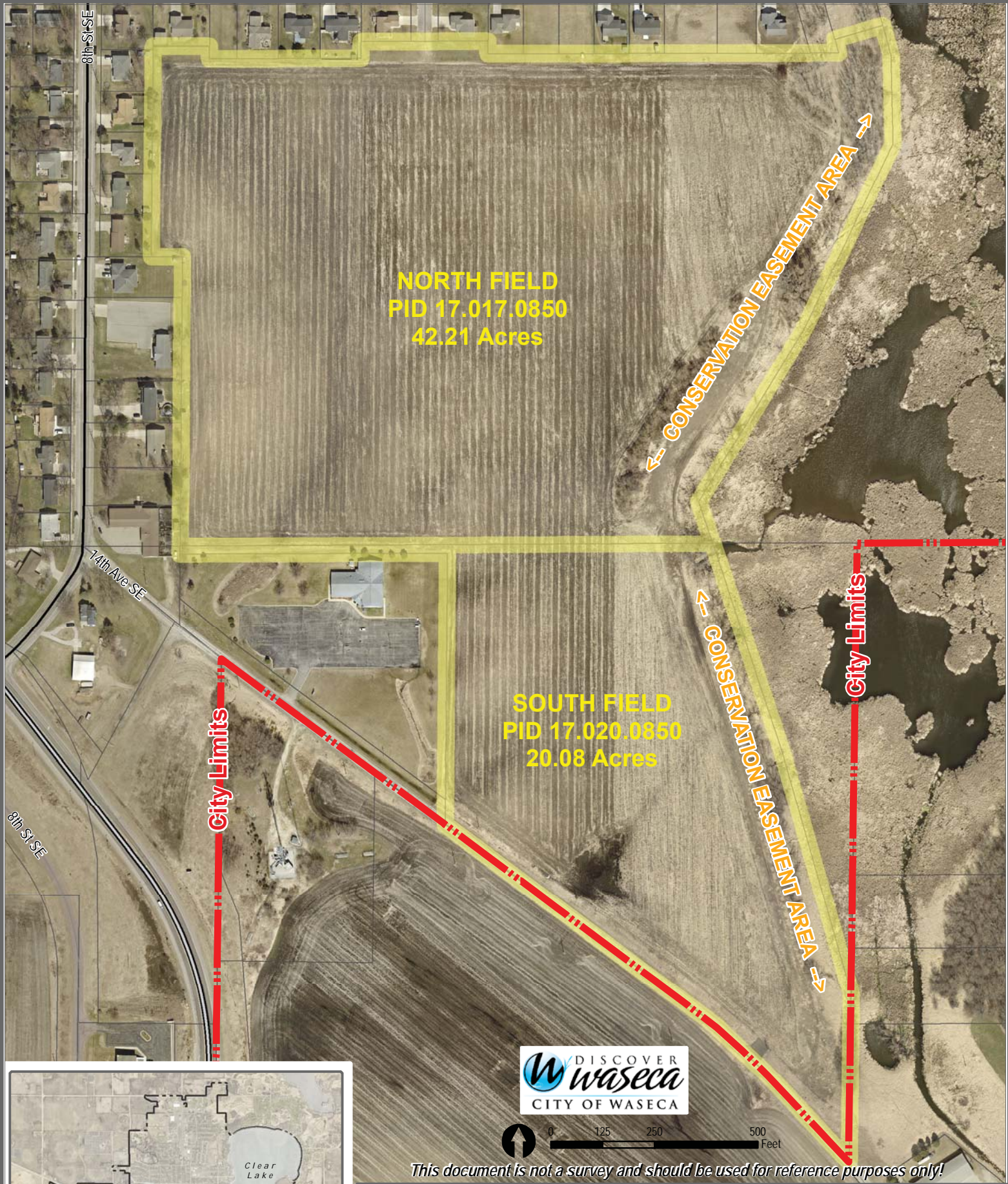
\$.031

Quotes Opened By:



Opening Witnessed By:

Yoni Hansen



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

"LEWER FARM" FIELDS
 Owners: City of Waseca
 NOTE THAT NOT ALL ACRES
 ARE USABLE FOR FARMING PRACTICES.

Title:	Hybrid-Telework Policy		
Meeting Date:	7/5/2022	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:	Hybrid-Telework Policy
Originating Department:	Human Resources	Presented By:	City Manager
Approved By City Manager: <input checked="" type="checkbox"/>			
How does this item pertain to Vision 2030 goals?	Contributing to the City of Waseca organization as a high-quality community asset.		

BACKGROUND: The City would like to provide flexible work environment arrangements when consistent with business needs as part of the City’s strategy to attract and retain a highly qualified and skilled workforce. These arrangements provide benefits to the City including:

- Attracting and retaining skilled workers
- Increasing employee commitment, engagement, and morale
- Reducing absenteeism
- Improving retention
- Increasing productivity because of fewer interruptions and distractions
- Supporting continuity of operations
- Potential to reduce facilities costs

These arrangements provide benefits to employees including:

- Enhancing quality of life
- Improving morale
- Saving time otherwise spent commuting
- Greater productivity
- Saving money on gas

BUDGET IMPACT: Clear and updated policies facilitate efficiency for employees and managers in many aspects of the employment experience. There will be additional IT equipment needed that will be worked into our current budget and the equipment replacement schedule. This also could have the potential to reduce facilities costs.

RECOMMENDATION: Staff recommends the Waseca City Council accept the document and make a motion to approve the Hybrid-Telework Policy

HYBRID-TELEWORK POLICY

I. OBJECTIVE

The City would like to provide flexible work environment arrangements when consistent with business needs as part of the City's strategy to attract and retain a highly qualified and skilled workforce. These arrangements provide benefits to the City including:

- Attracting and retaining skilled workers
- Increasing employee commitment, engagement, and morale
- Reducing absenteeism
- Improving retention
- Increasing productivity because of fewer interruptions and distractions
- Supporting continuity of operations
- Potential to reduce facilities costs

These arrangements provide benefits to employees including:

- Enhancing quality of life
- Improving morale
- Saving time otherwise spent commuting
- Greater productivity
- Saving money on gas

These arrangements also provide benefits to the community and environment including:

- Reducing work trips which may contribute to accidents
- Reduces gas used, greenhouse gas emissions and wear and tear on the streets and highways
- Improves air quality
- Promotes energy conservation
- Potential to expand hours of operation and service delivery

II. DEFINITIONS

Core hours: The designated period of each workday when employees are assigned to work.

Permanent/principal work location: The worksite to which an employee is permanently assigned, usually the City office.

Telework: A formalized work arrangement that allows an employee to perform work on a regular, recurring basis at a telework location that is not the employee's permanent work location.

Telework Location: An approved alternative worksite in which an employee is authorized to conduct telework. The telework location is an employee's home. Other locations beside the employee's home need to be pre-approved by the employee's Director.

Teleworker: An employee who has entered into a telework agreement with the City.

III. BUSINESS REQUIREMENT AND DISCRETIONARY APPROVAL

The use and approval of telework is at the sole discretion of the City, and the City may terminate a telework agreement at-will, at any time, with cause and notice. Not all work situations are appropriate for telework, nor is telework appropriate for all employees. The City will ensure that an appropriate telework location and an appropriate framework of expectations exists prior to entering into a teleworking agreement with an employee, as outlined below.

1. EMPLOYMENT CONDITIONS

- a. **Compliance with Federal/State Employment Laws.** Telework agreements must comply with applicable state and federal employment laws. This includes the Fair Labor Standards Act (FLSA) which regulates the payment of overtime for FLSA non-exempt employees.
- b. **Job Duties and Responsibilities.** A teleworker remains responsible for all job duties, responsibilities, and obligations of their position while teleworking. The terms and conditions of employment do not change based on telework status.

2. EMPLOYEE EXPECTATIONS

- a. **Personal Activities.** Telework hours are regular work hours and may not be used as a substitute for personal activities, such as dependent care or errands. Just as with regular work hours, teleworkers are expected to follow City personnel policies and procedures to request time off to engage in non-work activities.
- b. **Work Schedule/Meetings.** Prior to entering into a telework agreement, the supervisor and teleworker must discuss the work schedule, including normal work day hours, breaks, and Core hours, and use of vacation and sick leave. The work schedule must comply with the FLSA and City policies and procedures. Any changes to the work schedule due to flex time, overtime or other situations must be approved. Exempt employees must notify their supervisor if they will not be available. The supervisor must determine the number of days per week/payroll period that the employee will be permitted to telework.

Unless excused by the supervisor, the teleworker must attend all assigned meetings, including those which normally would be held on a telework day. The supervisor will determine whether the teleworker's attendance at the meeting must be in-person, or if the teleworker may attend the meeting remotely from the telework location.

- c. Location and Travel.** Normal commute time between a telework location and the permanent work location is not work time. If occurring during the teleworker's normally scheduled work hours, travel time between the telework location and the permanent work location is considered work time. For example, if a teleworker begins work at the telework location at 8 a.m., and then travels to the permanent work location beginning at 10 a.m., travel time would be considered work time. Travel home from the permanent work location is not work time, unless the teleworker continues to perform work activity from the telework location after returning from the permanent work location. Mileage between the Telework Location and the permanent work location shall be considered commuting mileage and is not subject to reimbursement.
- d. Communications.** Teleworkers must be reachable by customers, co-workers, managers and supervisors during agreed-upon hours. Teleworkers must notify assigned office staff and/or their supervisors if they leave their telework location during work hours, just as they would if they worked in the permanent work location. They must also notify the supervisor if they are not performing work due to vacation or sick time and must follow the normal procedures for requesting time off.
- e. Supplies and Expenses.** Supplies needed for the telework location will be obtained through the normal supply request procedures. A teleworker must seek prior approval from the supervisor for expenses that will be incurred. Approved expenses will be reimbursed in accordance with existing policies. The City will not reimburse the cost of internet.
- f. Telework Location is in the Home.** The teleworker is responsible for establishing and maintaining a safe and adequate telework location in the home including maintaining reliable internet connects with adequate internet speeds to support a VPN connection. The designated telework location may be subject to review and approval by the supervisor to ensure that it is conducive to performing work. The teleworker will be responsible for all costs related to modifications of the telework location including, but not limited to remodeling or electrical modifications. In-person business meetings may not be held in the home telework location; meetings may be conducted in a public setting outside the home or via video conference, phone conference, or other electronic means.

- g. Privacy and Security.** Teleworkers are responsible for protecting the privacy and confidentiality of data and information at their telework location. Teleworkers must ensure the security of data and information that is transported to and from their telework location.
- h. Insurance.** Any insurance for City-owned equipment is the responsibility of the City. The City is not responsible for insuring the telework location. Teleworkers are responsible for purchasing personal insurance for employee-owned equipment and for the telework location, if desired. The City is not responsible for any loss or damage to any employee-owned equipment.
- i. Return of Property.** Any City-owned property used specifically for telework purposes, documents, and other information must be returned upon termination of the telework agreement.
- j. Notice to Supervisor.** Teleworkers are responsible for promptly notifying their supervisor of an equipment malfunction or failure of either City-owned or employee-owned equipment needed to do assigned work. If the malfunction prevents the teleworker from performing assigned tasks, the teleworker must notify the supervisor immediately.
- k. Performance.** Teleworkers are responsible for maintaining satisfactory work performance. Declining or unsatisfactory work performance may result in termination of the telework agreement.
- l. Inclement Weather.** A teleworker who is scheduled to work at their telework location on a day with inclement weather is expected to work as normally scheduled.
- m. Closure of City Facility(ies).** If a City facility is closed due to a natural or human-made emergency, any employee scheduled or able to telework is expected to work as normally scheduled.
- n. Taxes.** Federal and state tax implications of teleworking and use of the home as a telework location are the responsibility of the teleworker.

3. SUPERVISOR EXPECTATIONS

- a. Communication Plan.** The supervisor must work with the teleworker to develop an effective communication plan. The communication plan should ensure that the teleworker effectively manages their workload and that teleworking does not have a negative impact on the teleworker's managers, supervisors, co-workers, customers, or the City's operations. In addition, the supervisor should set expectations for responding to

emails and phone calls during the telework day and maintain regular communication with the teleworker.

- b. Meetings.** The supervisor should communicate planned meeting schedules in advance, if possible, to permit teleworkers to adjust their work schedules and work location accordingly.
- c. Reporting to HR.** Supervisors must provide the telework agreement to the Human Resources Director.

4. EQUIPMENT AND MATERIALS

- a. City-Provided Equipment.** The City may provide, at their sole discretion, computer hardware equipment, software, and telephone service deemed necessary for the teleworker to perform assigned work at a telework location.
- b. Record of Equipment.** The City must maintain a record of City-owned hardware, software, and other equipment located at the telework location.
- c. Installation and Repair of City-Owned Equipment.** The City is responsible for installing software, testing, maintenance, and repair of City-owned equipment and upgrades of software. Neither the City nor any of its consultants or vendors will enter the telework location for repair or maintenance of City-owned equipment. The teleworker will be required to bring the equipment into their permanent/principal work location to have the equipment maintained, repaired, or updated, if it is unable to be done remotely.
- d. Business Use Restrictions.** All equipment, hardware, and software the City furnishes to the teleworker remain the property of the City and are subject to the same business use restrictions as if the property was located on City premises. To ensure hardware and software security for City-owned equipment, all software used for teleworking must be approved by the City. City-owned software cannot be installed on employee-owned hardware. Employee-owned software cannot be installed on City-owned hardware. Teleworkers must continue to comply with technology policies.
- e. Permanent Location Workspace.** The City will provide the teleworker with a workspace when the teleworker works at the permanent location.

5. DATA AND SECURITY

- a. Data Practices Act.** Teleworkers must follow all applicable provisions of the Minnesota Government Data Practices Act (“MGDPA”) and City data

privacy policies when performing work at the telework location. The teleworker and supervisor must discuss the type and form of data which will be taken to and from the telework location and must agree on the security and transfer process necessary to meet the needs of the City, to protect the security of the data, and to comply with the MGDPA.

- b. Data Requests and Retention.** Data created and maintained during a telework arrangement generated for the purpose of conducting City business is subject to the MGDPA, regardless of whether the telework is performed using City-owned or employee-owned equipment. This means the teleworker is responsible for following proper retention procedures, such data remains the property of the City, and the teleworker must return all such data to the City upon request of the City or upon the teleworker's separation from employment.

6. TELEWORK SITE

- a. Extension of the City.** The telework location is considered an extension of the City during the agreed upon working hours. The designated telework location must accommodate any equipment to be used in work performed and the teleworker must protect the workspace from hazards and dangers that could affect the teleworker or the equipment. A City may, at its discretion, send a representative to visit the telework location, with advanced notice, to ensure that the equipment and work area are safe and free from hazards.
- b. City-owned Equipment.** The telework location must accommodate any equipment to be used in work performed and the teleworker must protect the telework location from hazards and dangers that could affect the teleworker or the equipment. The teleworker is responsible for taking appropriate steps to minimize damage to City-owned property at the telework location.
- c. Third Party Liability.** The City does not assume responsibility for injury or property damage to third parties that may occur at the telework location. Business meetings may not be held in a teleworker's home.
- d. Workers' Compensation.** An employee is covered by the City's Workers' Compensation laws while acting in the course and scope of employment while in telework status. Any injury that occurs within the course and scope of employment must be reported to the supervisor immediately, using the City's standard workplace injury reporting process. The employee's designated telework location is considered an extension of City workspace only during scheduled teleworking hours for the purposes of workers' compensation.

7. TELEWORK APPROVALS

The City Manager retains the right to approve or deny requests at their sole discretion. The supervisor will monitor teleworkers' performance to ensure that teleworkers continue to meet customer and City needs and performance expectations.

Examples of possible approval criteria could include:

a. Job Related Criteria

- Overall City needs
- Ability to provide adequate supervision of the employee remotely
- The effects of teleworking on customer service
- The costs to be saved or incurred
- The need or availability of tools and equipment
- The existence of well-defined job objectives and output that can be assessed
- The teleworker can be reached by coworkers and customers and be responsive to calls and other types of correspondence
- A need for sensitive data that cannot be taken off-site; the ability or lack of ability to safeguard necessary data
- Feasible method to accurately track and record time worked for payroll processing and FLSA / state law compliance

b. Performance Related Criteria

- The employee's current and past job performance
- The employee's communication skills
- The employee's ability to manage priorities and work independently
- Attendance history (excluding Family and Medical Leave Act (FMLA) absences, other statutorily-protected leaves, and Americans with Disabilities Act (ADA) accommodations)
- The employee's ability to complete work projects with minimal direct oversight or supervision
- Successfully complete probationary period

8. TELEWORK AGREEMENT

a. Agreement Required. A telework agreement must be done. At minimum, the City's telework agreement will include the following:

- Employee performance expectations and monitoring

- Work hours and schedule
- Telework location
- Equipment and supplies
- Workers' compensation
- Responsibility for work area and equipment
- Data privacy and security
- Communication and availability
- Employment conditions
- Expense reimbursement

- b. Signature.** A telework agreement must be signed by the City Manager, Department Director, Supervisor (if applicable), Human Resources Director and Employee prior to the start of teleworking.
- c. Cancellation.** The telework agreement can be changed or cancelled by the City, at any time, with cause and notice. A telework agreement should be cancelled when the teleworker has performance issues, but a supervisor may also decide to allow the telework agreement to continue under a performance improvement plan with reassessment upon completion. The telework agreement should be cancelled if there is a change in job responsibilities requiring the employee to work in the permanent work location, or when the needs of the City are not being met. The teleworker can also cancel the telework agreement at any time. The teleworker must give sufficient advance notice to their supervisor.
- d. Changes to Telework Agreement.** Any changes to the telework agreement by the employee must be reviewed and approved by the supervisor and director. The supervisor and director have the discretion to approve or reject any proposed changes.
- e. Renewal of Telework Agreement.** If any of the following events occur, the telework agreement may be suspended and the supervisor, director, and teleworker must discuss the arrangement to determine whether to continue the telework agreement:
- A change in the teleworker's job duties
 - Teleworker or supervisor changes positions
 - Trial period expires
 - A change in any of the conditions of the telework agreement

Telework Agreement

Employee Name:		Date:	
Department:			

This Telework Agreement is not a contract and can be changed or cancelled by the City at any time, at the sole discretion of the City.

Notice of Intent to Collect Private Information: This Agreement requests that you provide your home address and contact information. We are requesting this information for the purpose of determining a telework location, and to determine the terms and conditions of a Telework Agreement. The information also may be used to contact you during telework. In addition, in some events, it may be necessary for the City to conduct a site check of the telework location using the information provided. You may refuse to provide the requested information, however, if you refuse to supply the information, you will be ineligible for telework. The requested information may be shared with the Human Resources Director, City Manager, Utilities Director, Supervisor and other City employees with a business need to access the data, IT Department, and others as required by court order or as authorized by law.

TELEWORK SCHEDULE	
Effective date of telework schedule (mm/dd/yyyy):	enter telework beginning date
If temporary, expiration date of telework schedule (mm/dd/yyyy)*:	
Is this a trial period (Yes/No)? ____ If yes, the ____ month trial period will be from <u>enter startdate</u> to <u>enter enddate</u> .	
The following will be your normal telework schedule. All overtime work must be pre-approved by your supervisor.	

<i>Day of the Week</i>	<i>Work Hours</i> Example: 8:00 AM – 4:30 PM	<i>Location</i> T = Telework O = City/PUC Office
Monday		
Tuesday	Enter Tuesday work hours here.	Enter T or O to indicate telework location on Tuesdays.
Wednesday		
Thursday	Enter Thursday work hours here.	Enter T or O to indicate telework location on Thursdays.
Friday		

TELEWORK LOCATION (HOME)					
Location Address:					
Street Address:					
City:		State:		Zip code:	
Telework Phone Number:		Telework Fax# (if applicable):			

PERSONAL ACTIVITIES

Telework hours are regular work hours and may not be used for personal activities, including but not limited to dependent care or errands. Just as with regular work hours, teleworkers are expected to follow City personnel policies and procedures to request time off to engage in non-work activities.

EQUIPMENT/SUPPLIES

You are responsible for obtaining, maintaining, and protecting all City equipment and supplies for use during telework. You must follow normal supply procurement and expense reimbursement procedures for obtaining supplies. All City-owned equipment and supplies must be returned when the Telework Agreement ends.

<i>Please list any City equipment, software, and/or supplies to be used at the telework location.</i>				
Item Type	Serial Number (if applicable)	New Purchase? (Yes or No)	If new, what was the cost?	Employee provided equipment? (Yes or No)
Enter second item type	Enter second item's serial number	Enter Yes or No	Enter cost of second item	Enter Yes or No
Enter fourth item type	Enter fourth item's serial number	Enter Yes or No	Enter cost of fourth item	Enter Yes or No

DATA/SECURITY

Your telework location is an extension of your assigned permanent work location. As such, you are responsible for complying with all laws, rules, regulations, and policies regarding data practices and data privacy. You must safeguard data so as to preserve the security of data as required by the Minnesota Government Data Practices Act and City policy.

DATA RETENTION AND DATA REQUESTS

Data created and maintained while teleworking is City data and City property regardless of whether the data was created and maintained on City-owned equipment or your equipment and is subject to the City's data practices and records management statutes. You are responsible for maintaining proper retention procedures for data at the telework location. You are responsible for returning any City data upon request of the City.

EMPLOYMENT CONDITIONS

It is your responsibility to know and comply with all applicable federal and state laws while teleworking. Your job duties, responsibilities, and obligations of the position, as well as the related terms and conditions of employment covered in the personnel policy manual that covers your employment are not changed by this Telework Agreement. If you have questions about your responsibilities, contact your supervisor, director, or the Human Resources Director.

WORKERS' COMPENSATION

You are covered by the City's Worker's Compensation laws while in telework status so long as you are acting in the course and scope of your employment. It is your responsibility to report ALL accidents/injuries that occur while you are teleworking to your supervisor immediately, using the City's standard injury reporting process. The City does not assume responsibility for third party injuries or property damage that may occur at the telework location. You cannot hold in-person work-related meetings in a telework location; meetings may be conducted in a public setting or via web cam, phone conference, or by other electronic means.

RESPONSIBILITY FOR WORK AREA/EQUIPMENT

Any insurance for City-owned equipment is the responsibility of the City. Other than workers' compensation as described above, the City is not responsible for insuring the telework location. You are responsible for ensuring that the equipment and work area are safe and free from hazards.

Expense Reimbursement

Expenses will be reimbursed according to the applicable City policies. You agree that you will obtain your supervisor's approval before making purchases, per the applicable policy.

COMMUNICATION/AVAILABILITY

You are responsible for attending staff meetings in person, unless your supervisor approves otherwise. You must be available and accessible during the telework schedule for customers, co-workers, and supervisors/managers.

List communication expectations of teleworker. Include frequency or type of contact, process for requesting leave, contact during telework hours, expected response time, etc.

PERFORMANCE EXPECTATIONS

You are responsible for maintaining satisfactory work performance. A decline in work performance may result in cancellation of this Telework Agreement.

List how employee's work will be monitored or evaluated (e.g. performance evaluation methods). Please provide clear directives on how expectations will be met and details on measuring performance.

REVIEW

The Telework Agreement must be reviewed if any of the following occur: 1) a change in your job duties; 2) you or your supervisor change positions; 3) trial period expires; or (4) a change in any of the conditions of the Telework Agreement occurs.

CANCELLATION

This Telework Agreement can be cancelled at any time by either party. If you wish to cancel this Telework Agreement, you must provide sufficient advance notice to your supervisor and/or director.

SPECIAL CONDITIONS

List any additional instructions, conditions, restrictions, or exceptions relating to this Telework Agreement.

CITY TELEWORK TERMS AND CONDITIONS

I agree to perform services for the City of Waseca as a teleworker. I understand and agree that telework is a management tool to be used at the sole discretion of the City and is voluntary. As such, I understand and agree that my telework arrangement may be changed or cancelled at any time, at the City's sole discretion.

I understand and agree that telework hours are regular work hours and I may not use telework hours for personal activities. I understand that just as with regular work hours, I am expected to follow City personnel policies and procedures to request time off from telework to engage in non-work activities.

I agree to not conduct personal business during telework hours.

I agree that my work duties and responsibilities are not altered by teleworking.

I agree that my salary and benefits are not altered by teleworking.

I agree to establish a telework location and ensure that the telework location will accommodate any City equipment necessary for me to conduct my work. I will protect the telework location from hazards and dangers that could affect the equipment and ensure my telework location is conducive to work.

I agree to return all City-owned equipment and supplies immediately upon cancellation of the Telework Agreement, or when my employment with the City ends.

I agree that if I provide the equipment used during telework, I am solely responsible for servicing and maintaining it.

I agree to use any and all City-owned equipment, software, data and supplies located at my telework location for the sole purpose of conducting City business.

I grant permission to the City, with proper notice, to inspect my telework location during core hours to ensure proper maintenance of City-owned property. The City may also inspect my telework location to ensure it conforms with safety standards and other specifications in this agreement and policy guidelines.

I agree to notify my supervisor or director immediately if I experience equipment malfunctions which prevent me from working on my telework assignment. I understand that I may be asked to report to my permanent work location as needed.

I agree that my telework location is an extension of the City and therefore, I am governed by the provisions of worker's compensation while I telework so long as I am acting in the course and scope of City employment. I agree to report any accidents or injuries that occur while I am teleworking to my supervisor immediately.

I agree to maintain and safeguard data in accordance with all laws, rules, regulations, and policies regarding data privacy and retention.

I agree that all products, documents, reports and data created as a result of my work-related activities are owned by the City and will be returned to the City: upon request, upon cancellation of the Telework Agreement, or when my employment with the City ends.

I agree that my supervisor and/or director and I have discussed a communications strategy, and that it has been outlined in this agreement, and I will follow it throughout the term of the Telework Agreement.

I understand that I am responsible for meeting performance expectations and standards, and if I fail to do so, my telework arrangement may be cancelled.

TELEWORK POLICY

- I have read, understood, and agreed to the Telework policy and the terms and conditions specified in this agreement.
- I acknowledge that telework is a voluntary work arrangement and not an employee benefit, and that the City can change or cancel this agreement at any time at its sole discretion.
- I understand that I am expected to comply with all City policies, guidelines, rules, regulations, and state and federal laws while I am teleworking in the same manner as if I was not teleworking.

I have read and agree to the terms and conditions of this agreement.

Employee Signature:		Date:	
Supervisor Signature (if applicable):		Date:	
Director Signature:		Date:	
City Manager Signature:		Date:	
HR Director Signature:		Date:	

Original to Personnel File

Copy to Employee

Copy to Supervisor/Director

Title:	Tax Abatement Assignment		
Meeting Date:	July 5, 2022	Agenda Item Number:	7F
Action:	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Resolution
Originating Department:	Finance	Presented By:	City Manager
Approved By City Manager: <input checked="" type="checkbox"/>			
How does this item pertain to Vision 2030 goals?	Leveraging Economic Development Opportunities and Good Government		

BACKGROUND: The City of Waseca offers a tax abatement incentive for the construction of new homes. One of the conditions of the agreements is that properties may not be sold without informing the City and that the tax abatement incentive cannot be transferred without the City’s consent. The Finance Department has identified two properties that have been sold without advising the City and are therefore in default of their tax abatement agreement. It is entirely possible that the buyers of these properties were unaware of the tax advantage they might gain from the abatement process. Since the Council has previously instructed staff that we are to apply the tax abatement program for new home construction wherever possible, staff consulted with the City Attorney who has drafted agreements that would retroactively assign/transfer the tax abatement to the new owners and bring the properties back into compliance with the tax abatement agreements.

BUDGET IMPACT: Consenting to the assignment of the abatements will conform to current budgets. Declining to assign the abatements would cause a small decrease in spending.

ALTERNATIVES CONSIDERED: Declaring the abatement agreements in default.

RECOMMENDATION: Staff recommends that the Council approve a resolution to approve the assignment agreements. These agreements will be sent separately prior to the Council meetings when they are ready for Council review. If we are not ready for Council review, staff will ask for the topic to be removed from the agenda.

8TH STREET SE RECONSTRUCTION & REHABILITATION PROJECT UPDATE (7-5-22)

Reconstruction Section North of the RR Tracks: Heselton Construction has completed the roadway subcut, subdrain installation, and concrete curb and gutter. This week they will complete concrete sidewalk and driveway pavement and prepare for bituminous base paving the following week.

Rehabilitation Section South of the RR Tracks: By the end of this week, some additional storm sewer and subdrain repairs will be completed at the SW corner of the 11th Ave intersection. The following week, Heselton plans to have the street milled and bituminous base placed in the full depth patches.