

## **AGENDA**

### **HERITAGE PRESERVATION COMMISSION MONDAY, MAY 01, 2023**

#### **CITY COUNCIL CHAMBERS 5:00 P.M.**

1. Call to Order/Roll Call
2. Approval of Agenda
3. Consent Agenda
  - A. April 10, 2023, Meeting Minutes
4. Public Comment
5. Request & Presentations
6. Information Exchange
  - A. Approve (action Item) proposed Heritage Preservation Commission permitting approval process.
  - B. Heritage Preservation Month Articles and Ideas
  - C. Waseca Consulting Agreement (attorney revised draft)
  - D. Waseca Area Foundation Grant update
  - E. Certified Local Government Grant update
  - F. Proposed Railroad Communication Infrastructure
7. Next Meeting Date
  - A. Monday, June 5, 2023 @ 5:00 p.m., City Council Chambers
8. Adjournment

*Upon request, accommodation will be provided for individuals with disabilities wishing to participate.*

**MINUTES  
HERITAGE PRESERVATION COMMISSION MEETING  
MONDAY, APRIL 10, 2023, AT 5:00 P.M.**

**CALL TO ORDER/ROLL CALL**

- 1. The Heritage Preservation Commission Meeting was called to order by Chair Anderson at 5:00 p.m.

Commission members Present: Chair, Julie Anderson Molly Byron  
James Ebertowski Dan Forrest

Commission members Absent: Planning Commission Representative-Vacant

Staff Present: Tina Wilson, PCED, Economic Development Manager- Via Teams Video Conference  
Julia Hall, City Clerk

**APPROVAL OF AGENDA**

- 2. Motion to approve agenda as presented was made by Forrest, seconded by Byron. Motion carried 4-0.

**CONSENT AGENDA**

- 3. Motion to approve consent agenda was made by Ebertowski, seconded by Forrest. Motion carried 4-0.

**PUBLIC COMMENTS**

- 4. None.

**REQUESTS AND PRESENTATIONS**

- 5. A. Tina Wilson, PCED, Economic Development Manager for the City of Waseca presented the Heritage Preservation sign permit approval process. The Commission recommended a few changes. Staff will make the updates and present at the May meeting.

**INFORMATION EXCHANGE**

- 6. A. Tina Wilson, PCED, reported that there has been one building owner who has come to City Hall because of the letter that was sent out to the Historic Preservation District Building Owner/Operators.  
B. Chair Anderson suggested that maybe we go towards a more Local Designated Historic Site instead of an Excellence Award due to the number of qualified buildings being minimal.  
C. Tina Wilson, PCED, reported that although the grant has not been awarded yet it would be best to send the Consulting Agreement to the City Attorney as we wait. Staff is going to get clarification on a few items in the meantime.  
D. Tina Wilson, PCED, reported that there has not been a result yet for the Waseca Area Foundation Grant, she has received confirmation the application was received.

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- E. Tina Wilson, PCED, reported that to go along with item 6C the Certified Local Government Grant has not been award yet but is expected soon.
- F. Tina Wilson, PCED, asked if there are any bridges known by the Commission in the surrounding areas that would be of interest to a study by MnDOT. None were known at the moment, but the Commission Members are going to give it some thought.
- G. Tina Wilson, PCED, reported that the City is considering updating the City's Comprehensive plan and there is a chapter in the plan for Historic Preservation so there will be more meetings to come on that.

**NEXT MEETING DATE**

- 7. The next Heritage Preservation Commission meeting to be held, Monday, May 1, 2023, at 5:00 p.m. in the Waseca City Hall Council Chambers.

**ADJOURNMENT**

- 8. It was moved by Forrest, seconded by Anderson to adjourn the meeting at 5:54 p.m. Motion carried 4-0.

Respectfully Submitted,

Julia Hall  
City Clerk

## Proposed Heritage Preservation Commission permitting approval process:

- Application is submitted to the Planning and Zoning Coordinator to process for approval.
- P & Z Coordinator reviews application to confirm it meets city zoning code requirements then passes it along to the HPC staff liaison for review.
  - If denied by the P & Z Coordinator applicant can bring application to meet code and resubmit.
- HPC staff liaison reviews application to confirm it meets Downtown Commercial Historical District Design Guidelines.
- If the application meets both City zoning code requirements and Downtown Commercial Historical District Design Guidelines, then the P&Z Coordinator and the HPC staff liaison will sign and issue the permit. (If this is a building permit application, then the application will go to the Building Inspector for review.)
- Once the permit payment(s) is received permit is issued.
  - If the application is denied by HPC Liaison, applicant has the right to appeal to the Heritage Preservation Commission at their next monthly meeting,
- After review and issuance of the permit, HPC staff liaison takes the application to the next HPC meeting for affirmation.

**Consulting Agreement  
City of Waseca  
and  
Daniel J. Hoisington**

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This document serves as a contract for services agreement between City of Waseca and Daniel J. Hoisington dba/Hoisington Preservation. Services consist of research, advising, and a set of deliverables as defined by and mutually agreed upon by both the Client and the Contractor. The services to be performed primarily involve working with the HPC and a Waseca High School instructor to prepare a class curriculum to be used to educate high school students on how to research local historical sites and compose short stories to describe them.

This agreement entered into this \_\_\_\_ day of May, 2023 by and between the City of Waseca, Minnesota (hereinafter the “Client”) and Danial J. Hosington dba Hoisington Preservation (hereinafter the “Consultant”), as set forth below:

- 1. Work to be Performed.** The consultant will work with students and the Heritage Preservation Commission to encourage the discovery and sharing of local history. Services shall consist of research, advising and the following:
- a. Project planning. The consultant will develop a full plan of work with targeted dates for completion.
  - b. Public Forum. The consultant will participate in a community forum with the Waseca Heritage Preservation Commission.
  - c. Curriculum Planning. The consultant will work with the local committee and the assigned teacher to develop a conceptual design for the class and submit it to the committee for review. Once the plan is approved the consultant will develop the curriculum.
  - d. Curriculum Development. The contractor will develop a twelve-week course. The Consultant will write and produce twelve power-point lessons between 10 and 15 minute each. These PowerPoints will be shared with the class at the beginning of the week, and will be used to establish that week’s subjects and goals. The on-site teacher would then work with the students the reach of the week.
  - e. Project Review. The consultant will meet with the local committee and assigned teacher to review the student projects.
  - f. Final Report. The consultant will prepare and submit a final report.

**2. Compensation.** The Client shall pay the Consultant and the Consultant shall accept as payment \$8,200.00. In addition the consultant shall make four site visits and shall be compensated \$1,040.00 for those four visits. The total compensation shall be \$9,240.00.

The total contract amount is inclusive of reimbursable, taxes and all other charges. This fee shall not be adjusted if the estimated hours to perform a task, the number of required meetings, or any other estimate or assumption is exceeded. The Client shall make payment on the following schedule: \$1,000.00 upon completion of the public forum; \$2,000.00 upon completion of the substantial curriculum. The balance is due on the submission of the final report.

**3. Ownership.** All reports, plans, models, software, diagrams, analyses, power point presentation, curriculum and information generated in connection with this Agreement shall be property of the Client. The City of Waseca shall be the copyright owner.

**4. Independent Contractor.** In rendering services hereunder, Consultant shall be an independent contractor and no employer/employee relationship may arise out of or result from rendering the services.

**5. Assignability.** The consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same without written prior consent of the Client.

**6. Compliance with Laws and Regulations.** In providing services hereunder, Consultant shall abide by all Federal, State and Local statutes, ordinances, rules and regulations pertaining to the services to be provided.

**7. Copyright.** Consultant shall defend actions or claims charging infringement or any copyright or software license by reason of the use or adoption of any of the software, designs, drawings or specifications supplied or presentation, product or information generated by the Consultant and hold the Client harmless from loss or damage resulting therefrom.

**8. Indemnification.** Consultant shall indemnify and hold harmless the Client, its officers, agents and employees, of and from any and all claims, demands, actions, causes of action, including costs and attorney's fees, arising out of or by reason of the execution or performance of the services provided for herein and further agrees to defend at its sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising hereunder.

**9. Controlling Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. In the event of litigation, the exclusive venue shall be in the District Court of the State of Minnesota for Waseca County.

**10. Entire Agreement.** The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

**11. Termination.** This agreement shall terminate upon the completion of the consultant's work hereunder unless sooner terminated by either party by giving thirty (30) days' notice of termination in writing to the other party.

**Accepted by:  
Daniel J. Hoisington**

**Accepted by:  
City of Waseca**

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
By: \_\_\_\_\_  
It's \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

It's \_\_\_\_\_



Joe Van Humbeck  
System Manager Environmental Assessment  
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April 20, 2023

Tina Wilson  
Waseca Heritage Preservation Commission  
508 South State Street  
Waseca, Minnesota 56093

**Re: Notice of Proposed Railroad Communication Infrastructure in Your Community**

Dear Ms. Wilson,

Canadian Pacific (CP) would like to inform you that we will be installing one (1) 160-foot lattice tower within Waseca, Waseca County, MN. As further described in the *Nationwide Programmatic Agreement For Review Of Certain Effects On Historic Properties For Certain Undertakings Approved By The Federal Communications Commission (NPA)* on March 4, 2004, we are currently in the 30-day review period for this new tower and welcome your input.

The tower will be located in disturbed land near the CP facilities, west of town, within the CP Tracy Subdivision. Tower TRCY10250.BS will be located north of the Bird's Eye Facility, approximately 800-feet west of the 4<sup>th</sup> Street SW railroad crossing.

The tower will be a free-standing 160-foot metal lattice which will be anchored on to a concrete slab with anchor bolts. The pole will be located within CP's existing right-of-way which also may include train control signals, switch stands, and metal electronics bungalows. For your reference, we have included maps that show the specific location of the tower and photos of where the tower will be located.

In addition, as required by the National Historic Preservation Act, CP will publish a Public Notice in a local periodical inviting the members of your community to submit comments on how this proposed tower may adversely affect historic properties. If you have any comments regarding how this proposed tower may impact historic properties or any other general concerns with CP, please call me at (403) 319-6530 or email me at [Joe\\_VanHumbeck@cpr.ca](mailto:Joe_VanHumbeck@cpr.ca).

Sincerely,  
Canadian Pacific

Joe Van Humbeck  
System Manager Environmental Assessments