

6 PM Work Session: Gaiter Lake Storm Water Discussion

REGULAR WASECA CITY COUNCIL MEETING TUESDAY, FEBRUARY 5, 2019, 7 p.m. 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 after they reach the podium. 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, unless the item is already on the agenda for action. 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
Carol Johnson – 2014 PD Interceptor Purchase
- 6 CONSENT AGENDA
 - A. Minutes – Regular City Council Meeting – January 15, 2019
 - B. Payroll & Expenditures
 - C. **Resolution 19-07:** Approval of Sleigh n Cutter Gambling Application
 - D. Set Board of Review meeting date for Monday, April 8, 2019 at 7:00 p.m.
 - E. Approval of Katie O’Leary’s Ground Lease Agreement
 - F. Accepting Les Tlougan’s resignation from Planning Commission
 - G. Approval of Planning Commission Application
 - H. RCCA: Approval of 2018 Annual Solar Report
 - I. Approval of Intoxicating Liquor License: Trio, Coffee, Wine, Ale House

- 7 ACTION AGENDA
 - A. **Resolution 19-04:** Approval of 3rd Street NE Plans & Authorizing Bids
 - B. **Resolution 19-05:** Reimbursement Resolution for Tax Exempt Bonds
 - C. **Resolution 19-06:** Accepting 2018 Donations
 - D. **RCCA:** TLCF Grant Agreement
 - E. **Resolution 19-08: Amending Resolution 16-56 & Public Hearing:** Tax Abatement Program
- 8 REPORTS
 - A. City Manager’s Report

- B. Commission Reports
- Heritage Preservation Commission: Tlougan
 - Park Board: Christiansen
 - Airport Board: Rose
 - Fire Relief Association: Conrath

9 ANNOUNCEMENTS

10 ADJOURNMENT

MINUTES
CITY COUNCIL WORK SESSION
TUESDAY January 15, 2018

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

Councilmembers present:

Mayor Roy Srp	Allan Rose
Darren Arndt	Mark Christiansen
Jeremy Conrath	Les Tlougan
Ann Fitch	

Staff present:

Lee Mattson, City Manager
Mike Anderson, Assistant to the City Manager
Penny Vought, Police Chief
Kent Schultz, Veterans Memorial Committee

City Council Work Session

Kent Schultz from the Veterans Memorial Committee presented information to the City Council regarding timeline of the project, maintenance and upkeep, and then cost and funding.

Kent stated that with a City contribution of \$25,000 they would be within \$5,000 of their total funding goal. They expect to keep selling plaques and make up that difference in the near future.

There being no further discussion, the work session ended at 6:35 p.m.

R. D. SRP
MAYOR

Mike Anderson
Assistant to the City Manager

MINUTES
REGULAR WASECA CITY COUNCIL MEETING
TUESDAY, JANUARY 15, 2018

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	Mark Christiansen
Les Tlougan	Allan Rose
Jeremy Conrath	
Daren Arndt	
Ann Fitch	

Staff present:

Lee Mattson, City Manager
Mike Anderson, Assistant to the City Manager
Penny Vought, Police Chief

Others Present:

Collin Greene, Waseca Public Schools
Ken Schultz, Veterans Memorial Committee

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 It was moved by Arndt, seconded by Conrath, to approve the agenda as amended. Motion carried 7-0.

PUBLIC COMMENT

- 4 Mr. Greene addressed the Council stating he wanted to draw attention to the relationship between the City and Schools. He informed Council that there are projects coming up that will rely on the City for approval. Mr. Greene has appreciated the School's positive relationship with the City and hopes to continue that as the City grows along with the Schools.

The City Council thanked Mr. Greene for coming and introducing himself to the public.

REQUESTS AND PRESENTATIONS

- 5 **Veterans Memorial Committee**

Mr. Schultz gave a presentation to the Council regarding the funding needs for the Veterans Memorial. He informed the Council the Memorial will be located at the Court House and they are hopeful to have it open to the public in the summer of 2019. Mr. Schultz referred back to the work session with the Council regarding that with a donation of \$25,000 from the City, they

would be \$5,000 short of their fundraising goal. He informed Council they will continue to sell plaques to raise those needed funds.

Mayor Srp thanked Mr. Schultz for the information and asked Council for discussion.

Councilmember Christiansen made a motion to approve the donation of \$25,000 to the Veterans Memorial Committee. Mayor Srp seconded the motion, there was no discussion. Motion passed 7-0.

CONSENT AGENDA

- 6 It was moved by Fitch, seconded by Arndt to approve the Consent Agenda as presented. Motion carried 7-0 and included the following:

- A. Minutes – Regular City Council Meeting – January 2, 2019
- B. Payroll & Expenditures
- C. RCCA: Cogeneration and Small Power Production Tariff
- D. Accepting Planning Commission/Community Ed Board Applications
- E. RCCA: Pay Equity Report

ACTION AGENDA

7A Council Boards & Commission Appointments

Mayor Srp began by asking if each Councilmember was comfortable with the board or commission they are currently on. Councilmember Fitch informed Mayor Srp that she would like to relinquish the Community Ed Advisory Board. Mayor Srp said he would gladly take her seat on the Community Ed Advisory Board.

Motion was made by Conrath, seconded by Arndt to approve the Boards and Commissions as amended per discussion. Motion carried 7-0

City Manager Mattson informed Council that we still have a quorum issue with the Planning Commission. He suggested having a Councilmember sit on the commission as a resident seat for a three year term.

After Council discussion, it was determined that Mayor Srp would take on the residential appointment for the three year term, while adding Councilmember Tlougan as a fill in to a current vacant term that doesn't have the full three years left to the term.

Motion was made by Arndt, seconded by Christiansen to appoint Srp and Tlougan to the Planning Commission. Motion passed 7-0

7B RCCA: Awarding Bid for Well Maintenance Project

City Manager Mattson informed Council that Staff is ready to award the low bid to Key Wells Drilling, with a base amount of \$329,725. This will allow the project to move forward this summer.

Motion was made by Tlougan, seconded by Conrath to award the bid to Key Wells Drilling. Motion carried 7-0.

REPORTS

8 City Manager's Report

- The Recovery Coordinator is currently on hold due to the Government Shut Down.
- City Staff have looked at the downtown decorations and they will be removed the week of February 11.
- The EDA has recommended the Council consider appointing EDA Board Members who live outside city limits but reside within a two (2) mile radius of City Limits.
- Vision 2030 will be working with Mankato to help with implementation. The Strategic Action Team meeting will be held on Thursday evening, January 17 at the Public Safety Building.
- The City EDA and the County will be partnering to fund an industrial recruitment coordinator who is currently working on the Quad Graphics building. They will focus on Waseca and Waseca County one day a week for the next few months.
- A public hearing is set for next month for the EDA to sell the lot west of Kwik Trip.
- The EDA is working on a grant to assist in a plan to work with child care needs in the community.
- The EDA has scheduled a local Hemp summit for February 13.
- The Fire Department is working a strategic plan for the department.

COMMISSION REPORTS

- HPC: Councilmember Tlougan stated they met on January 7th. The commission is meeting at the buildings downtown, and met at the Trio building while discussing the national register nomination.
- Park Board: Councilmember Christiansen stated they will be discussing meeting at 11am for future meetings. The board scheduled a work session with the City Council for March 5. The Park Board will be asking the Council about a grant that requires matching funds. The Boy Scouts will be camping at Maplewood Park in February and hopefully can partner with Sinister Forest in the future. The board is looking at repairs to the bandshell and the pavilion at Clear Lake Park.
- DWT: Councilmember Conrath said they talked about the upcoming brochure, recruiting new board members. They set their annual meeting for February 12. The majority of the meeting was a presentation by the U of M.
- EDA: Mayor Srp talked about the child care shortage grant. The EDA will be submitting a grant for planning assistance and allowing membership if you live within the two mile radius will be very beneficial. The hemp summit will be very beneficial to the community.

ANNOUNCEMENTS

9 The following miscellaneous announcements were made by Councilmembers:

- Councilmember Fitch :
 - Will be absent from the February 5 meeting. She just got back from vacation and is happy to be back in Waseca.
- Councilmember Rose :
 - Happy with the meeting tonight. Thanked the Veterans Memorial Committee for coming in tonight and presenting.

- Councilmember Christiansen
 - The County passed the ½% sales tax. Christiansen and the Mayor talked about the Movie Theater project in the City. Mayor Srp said it is still in progress.
- Mayor Srp
 - Thanked everyone who is on boards and commissions.

ADJOURNMENT

- 10 It was moved by Conrath, seconded by Fitch, to adjourn the meeting at 8:27 p.m.; motion carried 7-0.

R. D. SRP
MAYOR

MIKE ANDERSON
ASSISTANT TO THE CITY MANAGER



LIST OF EXPENDITURES

Shelly L. Kelly

February 5, 2019

City Council	4,250.00
Streets	49,952.30
Parks	19,103.06
Wastewater	16,439.84
Utility Administration	8,839.46
Utility Billing	14,722.44
Electric	25,556.87
Water	11,153.75
Building and Code Compliance	4,866.62
Police	110,371.13
Administration	8,911.06
Community Aides	1,780.00
Fire	17,800.78
Paid On Call Fire Department	605.02
Election Judges	0.00
PEG	0.00
Finance	21,644.99
Connections	7,476.47
Community Development	10,113.56
Engineering	29,839.18
Recreation	5,089.91
Econ Development	<u>5,021.92</u>

Total Gross Payroll	373,538.36
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*Less- Payroll Deductions	<u>(122,406.32)</u>
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Net Payroll Cost	\$ 251,132.04
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*These costs are included in Accounts Payable totals below

Accounts Payable

Expenditures dated:

January 12, 2019-February 2, 2019

Includes check #'s 153129-153200

Bank ACH Withdrawals.....	<u>1,436,461.60</u>
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GRAND TOTAL EXPENDITURES	<u>\$ 1,687,593.64</u>
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Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
General Fund						
02/01/2019	153173	NeoFunds	Postage machine	101-15510-0000	500.00	
Total 101155100000:					500.00	
01/31/2019	11915	MN Sales and Use Tax Payable	December Sales tax	101-20210-0000	13.43	M
Total 101202100000:					13.43	
01/31/2019	11921	ACH Internal Revenue Service	FEDERAL WITHHOLDING TAX Pay Period: 1/13/2019	101-21701-0000	17,971.19	M
01/31/2019	11934	ACH Internal Revenue Service	FEDERAL WITHHOLDING TAX Pay Period: 1/27/2019	101-21701-0000	17,728.48	M
Total 101217010000:					35,699.67	
01/31/2019	11916	MN Department of Revenue	STATE WITHHOLDING TAX Pay Period: 1/13/2019	101-21702-0000	8,598.26	M
01/31/2019	11930	MN Department of Revenue	STATE WITHHOLDING TAX Pay Period: 1/27/2019	101-21702-0000	8,527.25	M
Total 101217020000:					17,125.51	
01/31/2019	11921	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 1/13/2019	101-21703-0000	7,570.52	M
01/31/2019	11921	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 1/13/2019	101-21703-0000	7,570.52	M
01/31/2019	11934	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 1/27/2019	101-21703-0000	7,513.96	M
01/31/2019	11934	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 1/27/2019	101-21703-0000	7,513.96	M
Total 101217030000:					30,168.96	
01/31/2019	11918	Public Employees Retirement Assn (ACH	PERA COORD Emplr 1% Pay Period: 1/13/2019	101-21704-0000	1,220.10	M
01/31/2019	11918	Public Employees Retirement Assn (ACH	PERA COORDINATED Employee Pay Period: 1/13/2019	101-21704-0000	7,930.34	M
01/31/2019	11918	Public Employees Retirement Assn (ACH	PERA POLICE Employee Pay Period: 1/13/2019	101-21704-0000	6,865.73	M
01/31/2019	11918	Public Employees Retirement Assn (ACH	DEF CONTRIBUTION/EMPL Pay Period: 1/13/2019	101-21704-0000	117.40	M
01/31/2019	11918	Public Employees Retirement Assn (ACH	PERA COORDINATED Employer Pay Period: 1/13/2019	101-21704-0000	7,930.34	M
01/31/2019	11918	Public Employees Retirement Assn (ACH	PERA POLICE Employer Pay Period: 1/13/2019	101-21704-0000	10,298.59	M
01/31/2019	11918	Public Employees Retirement Assn (ACH	DEF CONT Employer Pay Period: 1/13/2019	101-21704-0000	117.40	M
01/31/2019	11931	Public Employees Retirement Assn (ACH	PERA COORD Emplr 1% Pay Period: 1/27/2019	101-21704-0000	1,206.88	M
01/31/2019	11931	Public Employees Retirement Assn (ACH	PERA COORDINATED Employee Pay Period: 1/27/2019	101-21704-0000	7,844.68	M
01/31/2019	11931	Public Employees Retirement Assn (ACH	PERA POLICE Employee Pay Period: 1/27/2019	101-21704-0000	6,506.09	M
01/31/2019	11931	Public Employees Retirement Assn (ACH	PERA COORDINATED Employer Pay Period: 1/27/2019	101-21704-0000	7,844.68	M
01/31/2019	11931	Public Employees Retirement Assn (ACH	PERA POLICE Employer Pay Period: 1/27/2019	101-21704-0000	9,759.10	M
01/31/2019	11905	Public Employees Retirement Assn (ACH	PERA COORD Emplr 1% Pay Period: 12/30/2018	101-21704-0000	1,179.71	M
01/31/2019	11905	Public Employees Retirement Assn (ACH	PERA COORDINATED Employee Pay Period: 12/30/2018	101-21704-0000	7,668.06	M
01/31/2019	11905	Public Employees Retirement Assn (ACH	PERA POLICE Employee Pay Period: 12/30/2018	101-21704-0000	6,788.62	M
01/31/2019	11905	Public Employees Retirement Assn (ACH	PERA COORDINATED Employer Pay Period: 12/30/2018	101-21704-0000	7,668.06	M
01/31/2019	11905	Public Employees Retirement Assn (ACH	PERA POLICE Employer Pay Period: 12/30/2018	101-21704-0000	10,182.90	M
Total 101217040000:					101,128.68	
02/01/2019	20190070	Greater Mankato Area United Way	UNITED WAY Pay Period: 1/13/2019	101-21708-0000	75.00	
02/01/2019	20190070	Greater Mankato Area United Way	UNITED WAY Pay Period: 1/27/2019	101-21708-0000	25.00	
Total 101217080000:					100.00	
02/01/2019	153169	MN Life	February Life Insurance	101-21710-0000	594.25	
Total 101217100000:					594.25	
02/01/2019	153172	NCPERS Minnesota - 8266711	LIFE INSURANCE - PERA Pay Period: 1/13/2019	101-21711-0000	224.00	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Total 101217110000:					224.00	
01/31/2019	11921	ACH Internal Revenue Service	MEDICARE Pay Period: 1/13/2019	101-21712-0000	2,616.64	M
01/31/2019	11921	ACH Internal Revenue Service	MEDICARE Pay Period: 1/13/2019	101-21712-0000	2,616.64	M
01/31/2019	11934	ACH Internal Revenue Service	MEDICARE Pay Period: 1/27/2019	101-21712-0000	2,532.61	M
01/31/2019	11934	ACH Internal Revenue Service	MEDICARE Pay Period: 1/27/2019	101-21712-0000	2,532.61	M
Total 101217120000:					10,298.50	
01/31/2019	11922	MSRS- (DEF COMP)	MSRS - ROTH (AFTER TAX) Pay Period: 1/13/2019	101-21713-0000	860.00	M
01/31/2019	11922	MSRS- (DEF COMP)	MSRS - DEF COMP Pay Period: 1/13/2019	101-21713-0000	495.00	M
02/01/2019	11935	MSRS- (DEF COMP)	MSRS - ROTH (AFTER TAX) Pay Period: 1/27/2019	101-21713-0000	860.00	M
02/01/2019	11935	MSRS- (DEF COMP)	MSRS - DEF COMP Pay Period: 1/27/2019	101-21713-0000	495.00	M
Total 101217130000:					2,710.00	
01/31/2019	11920	Vantagepoint Transfer Agents 457	ICMA DEF COMPENSATION Pay Period: 1/13/2019	101-21714-0000	2,315.00	M
02/01/2019	11933	Vantagepoint Transfer Agents 457	ICMA DEF COMPENSATION Pay Period: 1/27/2019	101-21714-0000	2,065.00	M
Total 101217140000:					4,380.00	
01/31/2019	11917	AFLAC	AFLAC AFTER TAX Pay Period: 1/13/2019	101-21715-0000	275.34	M
01/31/2019	11917	AFLAC	AFLAC PRE TAX Pay Period: 1/13/2019	101-21715-0000	659.79	M
01/31/2019	11917	AFLAC	AFLAC AFTER TAX Pay Period: 12/30/2018	101-21715-0000	275.34	M
01/31/2019	11917	AFLAC	AFLAC PRE TAX Pay Period: 12/30/2018	101-21715-0000	659.79	M
Total 101217150000:					1,870.26	
01/31/2019	11914	Further	Flex/HSA Reimbursement	101-21716-0000	313.50	M
01/31/2019	11937	Further	Flex/HSA Reimbursement	101-21716-0000	381.00	M
01/31/2019	11937	Further	Flex/HSA Reimbursement	101-21716-0000	1,476.55	M
01/31/2019	11923	Further	HSA DEDUCTION Pay Period: 1/13/2019	101-21716-0000	552.09	M
02/01/2019	11936	Further	HSA DEDUCTION Pay Period: 1/27/2019	101-21716-0000	552.09	M
Total 101217160000:					3,275.23	
01/31/2019	11919	MN Child Support Payment Center	CHILD SUPPORT FLAT AMT Pay Period: 1/13/2019	101-21717-0000	1,194.73	M
02/01/2019	11932	MN Child Support Payment Center	CHILD SUPPORT FLAT AMT Pay Period: 1/27/2019	101-21717-0000	1,194.73	M
Total 101217170000:					2,389.46	
01/31/2019	11902	Delta Dental	DENTAL EE + Spouse Pay Period: 12/30/2018	101-21719-0000	461.60	M
01/31/2019	11902	Delta Dental	DENTAL FAMILY Employee Pay Period: 12/30/2018	101-21719-0000	1,390.36	M
01/31/2019	11902	Delta Dental	DENTAL SINGLE Employee Pay Period: 12/30/2018	101-21719-0000	506.70	M
Total 101217190000:					2,358.66	
02/01/2019	11924	Blue Cross Blue Shield of MN (ACH)	February Health Insurance	101-21720-0000	9,264.20	M
Total 101217200000:					9,264.20	
02/01/2019	153147	Fidelity Security Life	Vision Family Employee Pay Period: 12/30/2018	101-21722-0000	36.36	
02/01/2019	153147	Fidelity Security Life	Vision Single Employee Pay Period: 12/30/2018	101-21722-0000	34.95	
02/01/2019	153147	Fidelity Security Life	Vision + One Employee Pay Period: 12/30/2018	101-21722-0000	53.78	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Total 101217220000:					125.09	
02/01/2019	153166	MN Department of Labor & Industry	4th qtr bldg permit surcharge to state	101-32280-0000	1,822.65	
Total 101322800000:					1,822.65	
02/01/2019	20190089	Personalized Printing Inc.	2019 Winter newsletter	101-41110-3500	665.90	
Total 101411103500:					665.90	
02/01/2019	20190066	Discover Waseca Tourism	December lodging tax	101-41110-4440	1,455.61	
Total 101411104440:					1,455.61	
02/01/2019	153196	Waseca County Veterans Memorial	City donation	101-41110-4450	25,000.00	
Total 101411104450:					25,000.00	
02/01/2019	11924	Blue Cross Blue Shield of MN (ACH)	February Health Insurance	101-41320-1300	1,319.42	M
02/01/2019	11924	Blue Cross Blue Shield of MN (ACH)	February Health Insurance	101-41320-1300	291.65	M
Total 101413201300:					1,611.07	
02/01/2019	153169	MN Life	February Life Insurance	101-41320-1330	28.87	
02/01/2019	153169	MN Life	February Life Insurance	101-41320-1330	3.47	
Total 101413201330:					32.34	
01/31/2019	11938	Reliance Standard	Feb LTD Insurance	101-41320-1340	37.98	M
01/31/2019	11938	Reliance Standard	Feb LTD Insurance	101-41320-1340	4.02	M
01/31/2019	11938	Reliance Standard	Feb LTD Insurance	101-41320-1340	11.15	M
01/31/2019	11938	Reliance Standard	Feb LTD Insurance	101-41320-1340	4.46	M
Total 101413201340:					57.61	
02/01/2019	20190092	Region Nine Development Commission	EDA Application prep	101-41320-3000	413.50	
Total 101413203000:					413.50	
02/01/2019	153182	Shred-it USA LLC	December Service	101-41320-3100	14.08	
Total 101413203100:					14.08	
02/01/2019	153140	Cintas Corporation	First aid cabinet supplies	101-41320-4940	51.14	
02/01/2019	153140	Cintas Corporation	First aid cabinet supplies	101-41320-4940	74.57	
02/01/2019	153140	Cintas Corporation	First aid cabinet supplies	101-41320-4940	22.68	
Total 101413204940:					148.39	
02/01/2019	20190053	A. H. Hermel Company	Pop for vending machine	101-41320-4945	28.95	
02/01/2019	20190053	A. H. Hermel Company	Pop for vending machine	101-41320-4945	40.75	
Total 101413204945:					69.70	
02/01/2019	153193	Waseca County Auditor-Treasurer	Precint maintenance agreement	101-41410-3100	6,000.00	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
02/01/2019	153193	Waseca County Auditor-Treasurer	2018 General election ballots	101-41410-3100	430.62	
Total 101414103100:					6,430.62	
02/01/2019	11924	Blue Cross Blue Shield of MN (ACH)	February Health Insurance	101-41500-1300	5,744.75	M
Total 101415001300:					5,744.75	
02/01/2019	153169	MN Life	February Life Insurance	101-41500-1330	61.03	
Total 101415001330:					61.03	
01/31/2019	11938	Reliance Standard	Feb LTD Insurance	101-41500-1340	75.85	M
Total 101415001340:					75.85	
02/01/2019	20190073	Innovative Office Supply	Office supplies	101-41500-2000	4.64	
Total 101415002000:					4.64	
02/01/2019	20190088	Pantheon Computer Systems Inc.	Wireless Updates	101-41920-2050	787.90	
Total 101419202050:					787.90	
02/01/2019	20190088	Pantheon Computer Systems Inc.	February service	101-41920-3100	6,263.25	
Total 101419203100:					6,263.25	
02/01/2019	153176	PermitWorks LLC	Permitworks software support	101-41920-4950	3,585.00	
Total 101419204950:					3,585.00	
02/01/2019	153150	Hawk Labeling Systems	Label cartridges	101-41940-2000	56.65	
02/01/2019	20190073	Innovative Office Supply	Office supplies	101-41940-2000	1.65	
02/01/2019	20190073	Innovative Office Supply	Office supplies	101-41940-2000	65.32	
02/01/2019	20190073	Innovative Office Supply	Office supplies	101-41940-2000	4.64	
02/01/2019	20190073	Innovative Office Supply	Adding machine ribbon	101-41940-2000	9.42	
02/01/2019	153162	MailFinance	1st qtr lease	101-41940-2000	435.00	
Total 101419402000:					572.68	
02/01/2019	20190053	A. H. Hermel Company	Break room supplies	101-41940-2170	275.56	
02/01/2019	153184	State Chemical Manufacturing Co.	Fragrance paks	101-41940-2170	346.74	
Total 101419402170:					622.30	
02/01/2019	153175	Orkin Pest Control Inc.	City Hall Pest Control	101-41940-3100	88.85	
02/01/2019	20190102	Ziegler Inc	service contract	101-41940-3100	3,729.55	
Total 101419403100:					3,818.40	
02/01/2019	153142	Consolidated Communications	Monthly Billing	101-41940-3200	158.02	
02/01/2019	153142	Consolidated Communications	Monthly Billing	101-41940-3200	81.69	
02/01/2019	153142	Consolidated Communications	Monthly Billing	101-41940-3200	157.93	
02/01/2019	153142	Consolidated Communications	Monthly Billing	101-41940-3200	81.69	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101419403200:					479.33
02/01/2019	153137	Centerpoint Energy	Monthly Billing	101-41940-3800	729.44
Total 101419403800:					729.44
02/01/2019	20190060	Central Fire Protection Inc.	Extiguisher recharge	101-41940-4000	99.80
02/01/2019	20190063	Connors Plumbing & Heating Inc.	mini split	101-41940-4000	3,860.00
02/01/2019	20190063	Connors Plumbing & Heating Inc.	Furnace repair	101-41940-4000	346.00
02/01/2019	153187	Total Glass-Lock Inc.	door repair	101-41940-4000	295.95
Total 101419404000:					4,601.75
02/01/2019	11924	Blue Cross Blue Shield of MN (ACH)	February Health Insurance	101-41950-1300	1,371.38 M
Total 101419501300:					1,371.38
02/01/2019	153169	MN Life	February Life Insurance	101-41950-1330	30.19
Total 101419501330:					30.19
01/31/2019	11938	Reliance Standard	Feb LTD Insurance	101-41950-1340	49.22 M
Total 101419501340:					49.22
02/01/2019	20190073	Innovative Office Supply	Office supplies	101-41950-2000	7.21
Total 101419502000:					7.21
02/01/2019	20190101	WSB & Associates Inc	December Planning	101-41950-3100	558.00
Total 101419503100:					558.00
02/01/2019	11924	Blue Cross Blue Shield of MN (ACH)	February Health Insurance	101-42100-1300	14,520.20 M
Total 101421001300:					14,520.20
02/01/2019	11924	Blue Cross Blue Shield of MN (ACH)	February Health Insurance	101-42100-1301	1,578.40 M
Total 101421001301:					1,578.40
02/01/2019	153169	MN Life	February Life Insurance	101-42100-1330	330.00
Total 101421001330:					330.00
01/31/2019	11938	Reliance Standard	Feb LTD Insurance	101-42100-1340	461.60 M
Total 101421001340:					461.60
02/01/2019	20190073	Innovative Office Supply	Office supplies	101-42100-2000	17.35
02/01/2019	20190073	Innovative Office Supply	Office supplies	101-42100-2000	121.35
Total 101421002000:					138.70
02/01/2019	153194	Waseca County Highway Department	Monthly billing	101-42100-2120	2,182.78

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101421002120:					2,182.78
02/01/2019	153152	Inventory Trading Company	Uniform allowance	101-42100-2180	225.00
02/01/2019	20190077	Markeson, Kris	uniform allowance	101-42100-2180	277.45
02/01/2019	20190078	Matson, Arik	2019 uniform allowance	101-42100-2180	137.69
02/01/2019	20190094	Streicher's	Uniform expense	101-42100-2180	107.98
02/01/2019	20190094	Streicher's	Uniforms	101-42100-2180	172.77
02/01/2019	20190094	Streicher's	Uniform expense	101-42100-2180	119.99
Total 101421002180:					1,040.88
02/01/2019	153144	Driver and Vehicle Services	license tabs	101-42100-2220	11.00
Total 101421002220:					11.00
02/01/2019	20190057	Blue Earth County	4th qtr MDt's	101-42100-3100	540.00
02/01/2019	153135	Blue Earth County Sheriff's Office	2019 CIS-MDC	101-42100-3100	2,548.00
02/01/2019	153139	Cintas Corporation	Floor Mats	101-42100-3100	15.28
02/01/2019	153139	Cintas Corporation	Floor Mats	101-42100-3100	15.28
02/01/2019	153139	Cintas Corporation	Floor Mats	101-42100-3100	15.29
02/01/2019	153175	Orkin Pest Control Inc.	Pest control	101-42100-3100	85.83
02/01/2019	153182	Shred-it USA LLC	December Service	101-42100-3100	14.08
02/01/2019	153186	Thomson Reuters - West	Information charges	101-42100-3100	242.55
Total 101421003100:					3,476.31
02/01/2019	153142	Consolidated Communications	Monthly Billing	101-42100-3200	158.02
02/01/2019	153142	Consolidated Communications	Monthly Billing	101-42100-3200	256.11
02/01/2019	153142	Consolidated Communications	Monthly Billing	101-42100-3200	24.72
02/01/2019	153142	Consolidated Communications	Monthly Billing	101-42100-3200	157.93
02/01/2019	153142	Consolidated Communications	Monthly Billing	101-42100-3200	256.11
02/01/2019	153142	Consolidated Communications	Monthly Billing	101-42100-3200	24.72
02/01/2019	11939	Verizon Wireless	Monthly Billing	101-42100-3200	931.24 M
02/01/2019	11939	Verizon Wireless	Monthly Billing	101-42100-3200	51.01 M
Total 101421003200:					1,859.86
02/01/2019	153135	Blue Earth County Sheriff's Office	2019 CIS-Shared Records	101-42100-3250	8,342.00
Total 101421003250:					8,342.00
02/01/2019	153130	Ancom Communications Inc	Radio batteries	101-42100-4040	190.00
Total 101421004040:					190.00
02/01/2019	153197	Waseca Rotary Club	4th Qtr rotary dues	101-42100-4330	201.00
Total 101421004330:					201.00
02/01/2019	20190065	Creative Product Sourcing Inc. - DARE	Dare Expense	101-42100-4600	2,711.27
Total 101421004600:					2,711.27
02/01/2019	11924	Blue Cross Blue Shield of MN (ACH)	February Health Insurance	101-42200-1300	3,334.60 M

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101422001300:					3,334.60
02/01/2019	153169	MN Life	February Life Insurance	101-42200-1330	49.50
Total 101422001330:					49.50
01/31/2019	11938	Reliance Standard	Feb LTD Insurance	101-42200-1340	56.97 M
Total 101422001340:					56.97
02/01/2019	153194	Waseca County Highway Department	Monthly billing	101-42200-2120	150.23
Total 101422002120:					150.23
02/01/2019	20190060	Central Fire Protection Inc.	Fire Extinguishers	101-42200-2160	42.00
Total 101422002160:					42.00
02/01/2019	153148	Fire Safety USA Inc.	Gloves	101-42200-2180	660.00
Total 101422002180:					660.00
02/01/2019	153139	Cintas Corporation	Floor Mats	101-42200-3100	15.29
02/01/2019	153139	Cintas Corporation	Floor Mats	101-42200-3100	15.29
02/01/2019	153139	Cintas Corporation	Floor Mats	101-42200-3100	15.28
01/15/2019	153103	Mayo Clinic	Pre-employment screening	101-42200-3100	261.00- V
02/01/2019	153177	Physio-Control Inc.	contractual services	101-42200-3100	1,315.80
Total 101422003100:					1,100.66
02/01/2019	153130	Ancom Communications Inc	communication expense	101-42200-3200	15.00
02/01/2019	153130	Ancom Communications Inc	communication expense	101-42200-3200	15.00
02/01/2019	153130	Ancom Communications Inc	communication expense	101-42200-3200	15.00
02/01/2019	153130	Ancom Communications Inc	communication expense	101-42200-3200	15.00
02/01/2019	153130	Ancom Communications Inc	communication expense	101-42200-3200	15.00
02/01/2019	153142	Consolidated Communications	Monthly Billing	101-42200-3200	24.73
02/01/2019	153142	Consolidated Communications	Monthly Billing	101-42200-3200	24.73
02/01/2019	11939	Verizon Wireless	Monthly Billing	101-42200-3200	61.01 M
Total 101422003200:					185.47
02/01/2019	153142	Consolidated Communications	Monthly Billing	101-42200-3800	26.48
02/01/2019	153142	Consolidated Communications	Monthly Billing	101-42200-3800	26.48
Total 101422003800:					52.96
02/01/2019	11924	Blue Cross Blue Shield of MN (ACH)	February Health Insurance	101-42400-1300	1,388.80 M
02/01/2019	11924	Blue Cross Blue Shield of MN (ACH)	February Health Insurance	101-42400-1300	183.81 M
Total 101424001300:					1,572.61
02/01/2019	153169	MN Life	February Life Insurance	101-42400-1330	5.45
02/01/2019	153169	MN Life	February Life Insurance	101-42400-1330	16.50

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Total 101424001330:					21.95	
01/31/2019	11938	Reliance Standard	Feb LTD Insurance	101-42400-1340	21.47	M
01/31/2019	11938	Reliance Standard	Feb LTD Insurance	101-42400-1340	6.76	M
Total 101424001340:					28.23	
02/01/2019	20190073	Innovative Office Supply	Office supplies	101-42400-2000	2.11	
Total 101424002000:					2.11	
02/01/2019	20190062	City Building Inspection Services LLC	Monthly Building Inspections	101-42400-3000	4,206.69	
02/01/2019	153183	Stantec Consulting Services Inc	Wetland Act Admin	101-42400-3000	256.50	
Total 101424003000:					4,463.19	
02/01/2019	11939	Verizon Wireless	Monthly Billing	101-42400-3200	31.51	M
Total 101424003200:					31.51	
02/01/2019	11924	Blue Cross Blue Shield of MN (ACH)	February Health Insurance	101-43000-1300	183.81	M
02/01/2019	11924	Blue Cross Blue Shield of MN (ACH)	February Health Insurance	101-43000-1300	3,554.25	M
Total 101430001300:					3,738.06	
02/01/2019	153169	MN Life	February Life Insurance	101-43000-1330	5.61	
02/01/2019	153169	MN Life	February Life Insurance	101-43000-1330	74.74	
Total 101430001330:					80.35	
01/31/2019	11938	Reliance Standard	Feb LTD Insurance	101-43000-1340	6.97	M
01/31/2019	11938	Reliance Standard	Feb LTD Insurance	101-43000-1340	97.66	M
Total 101430001340:					104.63	
02/01/2019	153194	Waseca County Highway Department	Monthly billing	101-43000-2120	37.06	
Total 101430002120:					37.06	
02/01/2019	20190059	Cady Business Technologies Inc	Monthly Phone Support Plan	101-43000-3200	262.62	
02/01/2019	11939	Verizon Wireless	Monthly Billing	101-43000-3200	50.04	M
02/01/2019	11939	Verizon Wireless	Monthly Billing	101-43000-3200	51.01	M
02/01/2019	11939	Verizon Wireless	Monthly Billing	101-43000-3200	51.01	M
Total 101430003200:					414.68	
02/01/2019	11924	Blue Cross Blue Shield of MN (ACH)	February Health Insurance	101-43100-1300	4,091.26	M
02/01/2019	11924	Blue Cross Blue Shield of MN (ACH)	February Health Insurance	101-43100-1300	106.77	M
Total 101431001300:					4,198.03	
02/01/2019	153169	MN Life	February Life Insurance	101-43100-1330	89.10	
02/01/2019	153169	MN Life	February Life Insurance	101-43100-1330	1.65	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Total 101431001330:					90.75	
01/31/2019	11938	Reliance Standard	Feb LTD Insurance	101-43100-1340	98.34	M
01/31/2019	11938	Reliance Standard	Feb LTD Insurance	101-43100-1340	1.95	M
Total 101431001340:					100.29	
02/01/2019	153194	Waseca County Highway Department	Monthly billing	101-43100-2120	2,677.77	
02/01/2019	153194	Waseca County Highway Department	Monthly billing	101-43100-2120	15.00	
02/01/2019	153194	Waseca County Highway Department	Monthly billing	101-43100-2120	216.88	
Total 101431002120:					2,909.65	
02/01/2019	153133	Auto Value Waseca	Parts and supplies	101-43100-2170	5.49	
02/01/2019	20190058	Bomgaars Supply	Parts and Supplies	101-43100-2170	145.28	
02/01/2019	20190072	Holtmeier Construction Inc.	crushed rock	101-43100-2170	1,271.86	
02/01/2019	153184	State Chemical Manufacturing Co.	Fragrance paks	101-43100-2170	346.74	
02/01/2019	153184	State Chemical Manufacturing Co.	Fragrance paks	101-43100-2170	1.76	
02/01/2019	153195	Waseca County Landfill	Landfill Fees - Brush	101-43100-2170	20.00	
Total 101431002170:					1,791.13	
02/01/2019	20190054	AmeriPride Services Inc	uniform srvice	101-43100-2180	179.79	
02/01/2019	20190054	AmeriPride Services Inc	uniform-service	101-43100-2180	177.55	
Total 101431002180:					357.34	
02/01/2019	20190090	R.I.C Properties LLC	Building Lease Feb	101-43100-3100	650.00	
Total 101431003100:					650.00	
02/01/2019	153142	Consolidated Communications	Monthly Billing	101-43100-3200	26.48	
02/01/2019	153142	Consolidated Communications	Monthly Billing	101-43100-3200	26.48	
Total 101431003200:					52.96	
02/01/2019	153137	Centerpoint Energy	Monthly Billing	101-43100-3800	1,234.94	
Total 101431003800:					1,234.94	
02/01/2019	11924	Blue Cross Blue Shield of MN (ACH)	February Health Insurance	101-43125-1300	1,060.70	M
02/01/2019	11924	Blue Cross Blue Shield of MN (ACH)	February Health Insurance	101-43125-1300	106.77	M
Total 101431251300:					1,167.47	
02/01/2019	153169	MN Life	February Life Insurance	101-43125-1330	23.10	
02/01/2019	153169	MN Life	February Life Insurance	101-43125-1330	1.65	
Total 101431251330:					24.75	
01/31/2019	11938	Reliance Standard	Feb LTD Insurance	101-43125-1340	25.50	M
01/31/2019	11938	Reliance Standard	Feb LTD Insurance	101-43125-1340	1.95	M
Total 101431251340:					27.45	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
02/01/2019	20190071	H & J Fuel Inc	dyed fuel	101-43125-2120	1,781.23
Total 101431252120:					1,781.23
02/01/2019	153136	Cargill Inc. - Salt Division	Road salt	101-43125-2170	4,924.10
02/01/2019	153136	Cargill Inc. - Salt Division	Road salt	101-43125-2170	2,456.95
02/01/2019	153136	Cargill Inc. - Salt Division	Road salt	101-43125-2170	2,407.79
Total 101431252170:					9,788.84
02/01/2019	153129	Affordable Lawn Care Inc	Snow hauling	101-43125-3100	1,912.50
02/01/2019	153129	Affordable Lawn Care Inc	Snow Hauling	101-43125-3100	2,932.50
02/01/2019	20190074	James Brothers Construction Inc.	Snow Hauling	101-43125-3100	1,912.50
02/01/2019	20190074	James Brothers Construction Inc.	Snow Hauling	101-43125-3100	3,910.00
Total 101431253100:					10,667.50
02/01/2019	11924	Blue Cross Blue Shield of MN (ACH)	February Health Insurance	101-43170-1300	227.29 M
Total 101431701300:					227.29
02/01/2019	153169	MN Life	February Life Insurance	101-43170-1330	4.95
Total 101431701330:					4.95
01/31/2019	11938	Reliance Standard	Feb LTD Insurance	101-43170-1340	5.46 M
Total 101431701340:					5.46
02/01/2019	20190082	M-R Sign Company Inc.	Wrench and socket	101-43170-2170	193.00
Total 101431702170:					193.00
02/01/2019	11924	Blue Cross Blue Shield of MN (ACH)	February Health Insurance	101-43220-1300	378.82 M
Total 101432201300:					378.82
02/01/2019	153169	MN Life	February Life Insurance	101-43220-1330	8.25
Total 101432201330:					8.25
01/31/2019	11938	Reliance Standard	Feb LTD Insurance	101-43220-1340	9.11 M
Total 101432201340:					9.11
02/01/2019	153142	Consolidated Communications	Monthly Billing	101-45100-3200	22.98
02/01/2019	153142	Consolidated Communications	Monthly Billing	101-45100-3200	22.98
Total 101451003200:					45.96
02/01/2019	11924	Blue Cross Blue Shield of MN (ACH)	February Health Insurance	101-45130-1300	775.36- M
Total 101451301300:					775.36-
02/01/2019	153169	MN Life	February Life Insurance	101-45130-1330	19.80

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101451301330:					19.80
02/01/2019	153142	Consolidated Communications	Monthly Billing	101-45130-3200	156.36
02/01/2019	153142	Consolidated Communications	Monthly Billing	101-45130-3200	156.36
Total 101451303200:					312.72
02/01/2019	11924	Blue Cross Blue Shield of MN (ACH)	February Health Insurance	101-45200-1300	2,364.00 M
02/01/2019	11924	Blue Cross Blue Shield of MN (ACH)	February Health Insurance	101-45200-1300	193.84- M
Total 101452001300:					2,170.16
02/01/2019	153169	MN Life	February Life Insurance	101-45200-1330	74.25
02/01/2019	153169	MN Life	February Life Insurance	101-45200-1330	4.95
Total 101452001330:					79.20
01/31/2019	11938	Reliance Standard	Feb LTD Insurance	101-45200-1340	81.28 M
01/31/2019	11938	Reliance Standard	Feb LTD Insurance	101-45200-1340	17.85 M
Total 101452001340:					99.13
02/01/2019	153194	Waseca County Highway Department	Monthly billing	101-45200-2120	477.93
02/01/2019	153194	Waseca County Highway Department	Monthly billing	101-45200-2120	10.00
Total 101452002120:					487.93
02/01/2019	20190058	Bomgaars Supply	Parts and Supplies	101-45200-2170	92.95
02/01/2019	153149	Gerber Manufacturing LTD	Frames for 6' picnic tables	101-45200-2170	2,389.00
Total 101452002170:					2,481.95
02/01/2019	153174	North American Safety Inc	Safety clothing	101-45200-2190	293.00
Total 101452002190:					293.00
02/01/2019	20190083	MTI Distributing Inc.	Toro door	101-45200-2210	827.51
02/01/2019	20190083	MTI Distributing Inc.	Toro Door Replacement	101-45200-2210	280.82
Total 101452002210:					1,108.33
02/01/2019	20190058	Bomgaars Supply	Parts and Supplies	101-45200-2280	22.92
Total 101452002280:					22.92
02/01/2019	153164	Mediacom	TLCF Service	101-45200-3200	17.59
Total 101452003200:					17.59
02/01/2019	153158	League of MN Cities	2019 Safety and Loss Prevention Seminar	101-45200-3300	20.00
Total 101452003300:					20.00
02/01/2019	153137	Centerpoint Energy	Monthly Billing	101-45200-3800	404.76
02/01/2019	153137	Centerpoint Energy	Monthly Billing	101-45200-3800	3.79

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101452003800:					408.55
02/01/2019	20190091	Red Feather Paper Company	2 ply tissue, roll towels, can liners	101-45500-2170	147.55
02/01/2019	20190091	Red Feather Paper Company	Liners	101-45500-2170	37.00
Total 101455002170:					184.55
02/01/2019	153142	Consolidated Communications	Monthly Billing	101-45500-3800	47.41
02/01/2019	153142	Consolidated Communications	Monthly Billing	101-45500-3800	3.51
02/01/2019	153142	Consolidated Communications	Monthly Billing	101-45500-3800	47.38
02/01/2019	153142	Consolidated Communications	Monthly Billing	101-45500-3800	3.51
Total 101455003800:					101.81
02/01/2019	153167	MN Department of Labor & Industry	Elevator Inspection	101-45500-4000	100.00
Total 101455004000:					100.00
02/01/2019	153129	Affordable Lawn Care Inc	House Demolition	101-49210-4991	400.00
02/01/2019	153179	Ponderosa Landfill	Abandoned Property Cleanup	101-49210-4991	225.44
02/01/2019	153195	Waseca County Landfill	Demolition Disposal	101-49210-4991	106.32
Total 101492104991:					731.76
02/01/2019	11924	Blue Cross Blue Shield of MN (ACH)	February Health Insurance	101-49220-1540	1,739.00 M
02/01/2019	153147	Fidelity Security Life	Cobra	101-49220-1540	6.99
Total 101492201540:					1,745.99
Total General Fund:					387,805.66
Airport					
02/01/2019	20190098	Toltz King Duvall Anderson & Assoc Inc.	Airport Zoning Ordinance Update	230-49810-3000	1,830.00
Total 230498103000:					1,830.00
01/31/2019	11926	CenturyLink	Monthly Service	230-49810-3200	104.19 M
Total 230498103200:					104.19
02/01/2019	153137	Centerpoint Energy	Monthly Billing	230-49810-3800	17.88
01/31/2019	11929	Xcel Energy	December Service	230-49810-3800	336.50 M
01/31/2019	11927	Xcel Energy	December Service	230-49810-3800	164.92 M
Total 230498103800:					519.30
02/01/2019	153131	APX Construction Group LLC	FBO Hangar Payment No. 3	230-49810-5200	55,563.60
02/01/2019	20190098	Toltz King Duvall Anderson & Assoc Inc.	A/E Services FBO Hangar	230-49810-5200	3,977.15
Total 230498105200:					59,540.75
Total Airport:					61,994.24
Hisorical Preservation					
02/01/2019	20190101	WSB & Associates Inc	NR Nomination	255-46500-3100	1,054.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Total 255465003100:					1,054.00	
Total Historical Preservation:					1,054.00	
Economic Development-General f						
02/01/2019	11924	Blue Cross Blue Shield of MN (ACH)	February Health Insurance	261-46700-1300	694.40	M
Total 261467001300:					694.40	
02/01/2019	153169	MN Life	February Life Insurance	261-46700-1330	4.13	
Total 261467001330:					4.13	
01/31/2019	11938	Reliance Standard	Feb LTD Insurance	261-46700-1340	11.16	M
Total 261467001340:					11.16	
02/01/2019	153157	Lau's Meat Market	food for Vision 2030 meeting	261-46700-3300	51.98	
Total 261467003300:					51.98	
Total Economic Development-General f:					761.67	
Police Special Revenue Fund						
02/01/2019	153198	WatchGuard Video	Watch guard expense	278-46350-4340	1,500.00	
Total 278463504340:					1,500.00	
Total Police Special Revenue Fund:					1,500.00	
Safe Haven Grant						
02/01/2019	11924	Blue Cross Blue Shield of MN (ACH)	February Health Insurance	279-46350-1300	2,203.40	M
Total 279463501300:					2,203.40	
02/01/2019	153169	MN Life	February Life Insurance	279-46350-1330	33.00	
Total 279463501330:					33.00	
01/31/2019	11938	Reliance Standard	Feb LTD Insurance	279-46350-1340	30.50	M
Total 279463501340:					30.50	
02/01/2019	20190073	Innovative Office Supply	Office supplies	279-46350-2000	91.63	
Total 279463502000:					91.63	
02/01/2019	11939	Verizon Wireless	Monthly Billing	279-46350-3200	51.01	M
Total 279463503200:					51.01	
Total Safe Haven Grant:					2,409.54	
PEG Channel						
02/01/2019	153180	RadioShack	USB extension for desktop/cabinet PC	290-41920-2170	14.99	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 290419202170:					14.99
02/01/2019	153145	EPA Audio Visual Inc.	2019 subscription for VOD and web hosting for city meet	290-41920-4330	2,388.00
Total 290419204330:					2,388.00
02/01/2019	20190055	B & H Photo	Pioneer multi-region dvd Player	290-41920-5400	69.95
Total 290419205400:					69.95
Total PEG Channel:					2,472.94
2014A GO Bonds					
02/01/2019	153189	U.S. Bank	Bond Series 2014A	390-47000-6000	270,000.00
Total 390470006000:					270,000.00
02/01/2019	153189	U.S. Bank	Bond Series 2014A	390-47000-6100	52,550.01
Total 390470006100:					52,550.01
Total 2014A GO Bonds:					322,550.01
2014B Refunding Bond					
02/01/2019	153188	U.S. Bank	Bonds Series 2014B	395-47000-6000	65,000.00
Total 395470006000:					65,000.00
02/01/2019	153188	U.S. Bank	Bonds Series 2014B	395-47000-6100	20,950.00
Total 395470006100:					20,950.00
Total 2014B Refunding Bond:					85,950.00
Capital Improvement					
02/01/2019	153168	MN Department of Transportation	Materials Testing 2018 Street Project	430-43010-5560	1,032.01
02/01/2019	153191	Ulland Brothers Inc	Paving of Bomgaars lot	430-43010-5560	11,304.50
02/01/2019	20190101	WSB & Associates Inc	3rd St NE Reconstruction	430-43010-5560	37,210.25
Total 430430105560:					49,546.76
Total Capital Improvement:					49,546.76
HWY 14 Reconstruction					
02/01/2019	153183	Stantec Consulting Services Inc	Elm Project Engineering	436-43010-5560	31,406.72
Total 436430105560:					31,406.72
Total HWY 14 Reconstruction:					31,406.72
Water					
02/01/2019	153143	D & M Body Shop Inc.	Refunded sales tax	601-20210-0000	6.25
01/31/2019	11915	MN Sales and Use Tax Payable	December Sales tax	601-20210-0000	952.61 M

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 601202100000:					958.86
02/01/2019	153143	D & M Body Shop Inc.	Refund for copperhorn no longer needed	601-37170-0000	90.85
Total 601371700000:					90.85
02/01/2019	153151	Hawkins Inc	Chemical Parts	601-49401-2210	320.71
02/01/2019	153151	Hawkins Inc	Chlorine Equipment	601-49401-2210	389.00
Total 601494012210:					709.71
02/01/2019	20190060	Central Fire Protection Inc.	Fire Extinguishers	601-49401-2230	20.00
Total 601494012230:					20.00
02/01/2019	20190076	M & R Electric Inc.	Electrician	601-49401-3100	166.68
Total 601494013100:					166.68
01/31/2019	11928	Xcel Energy	December Service	601-49401-3800	219.67 M
Total 601494013800:					219.67
02/01/2019	11940	MN Department of Natural Resources-O	DNR Water Permit	601-49401-4500	6,205.82 M
Total 601494014500:					6,205.82
02/01/2019	11924	Blue Cross Blue Shield of MN (ACH)	February Health Insurance	601-49430-1300	557.00 M
02/01/2019	11924	Blue Cross Blue Shield of MN (ACH)	February Health Insurance	601-49430-1300	820.47 M
Total 601494301300:					1,377.47
02/01/2019	153169	MN Life	February Life Insurance	601-49430-1330	16.50
02/01/2019	153169	MN Life	February Life Insurance	601-49430-1330	16.50
Total 601494301330:					33.00
01/31/2019	11938	Reliance Standard	Feb LTD Insurance	601-49430-1340	20.36 M
01/31/2019	11938	Reliance Standard	Feb LTD Insurance	601-49430-1340	24.88 M
Total 601494301340:					45.24
02/01/2019	153194	Waseca County Highway Department	Monthly billing	601-49430-2120	310.64
Total 601494302120:					310.64
02/01/2019	153192	USA Blue Book	Lab Supplies	601-49430-2170	255.93
Total 601494302170:					255.93
02/01/2019	20190054	AmeriPride Services Inc	uniform service	601-49430-2180	10.00
02/01/2019	20190054	AmeriPride Services Inc	uniform service	601-49430-2180	10.00
02/01/2019	20190054	AmeriPride Services Inc	uniform service	601-49430-2180	10.00
02/01/2019	20190054	AmeriPride Services Inc	uniform service	601-49430-2180	10.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 601494302180:					40.00
02/01/2019	153154	Itron Inc	ERT Project	601-49430-2215	1,295.00
02/01/2019	20190079	Metering & Technology Solutions	Meters	601-49430-2215	1,139.18
02/01/2019	20190079	Metering & Technology Solutions	Meters	601-49430-2215	1,069.18
Total 601494302215:					3,503.36
02/01/2019	20190069	Gopher State One-Call Inc	2019 Annual Facility Operator Fee	601-49430-3100	16.67
02/01/2019	153165	Mid-America Meter Inc	Meter Test Repair	601-49430-3100	95.00
02/01/2019	153165	Mid-America Meter Inc	Meter Test Repair	601-49430-3100	262.29
02/01/2019	153165	Mid-America Meter Inc	Meter Test Repair	601-49430-3100	212.80
02/01/2019	153165	Mid-America Meter Inc	Meter Test Repair	601-49430-3100	83.75
02/01/2019	153165	Mid-America Meter Inc	Meter Test Repair	601-49430-3100	225.19
02/01/2019	153165	Mid-America Meter Inc	Meter Repair	601-49430-3100	176.25
02/01/2019	153165	Mid-America Meter Inc	Meter Test	601-49430-3100	225.19
02/01/2019	20190100	Water Conservation Service Inc.	Leak Detect Service	601-49430-3100	554.89
02/01/2019	20190102	Ziegler Inc	Generator Maintenance Contract	601-49430-3100	1,159.70-
02/01/2019	20190102	Ziegler Inc	Generator Service	601-49430-3100	5,210.32
Total 601494303100:					5,902.65
02/01/2019	11939	Verizon Wireless	Monthly Billing	601-49430-3200	40.01 M
Total 601494303200:					40.01
02/01/2019	11924	Blue Cross Blue Shield of MN (ACH)	February Health Insurance	601-49585-1300	549.52 M
Total 601495851300:					549.52
02/01/2019	153169	MN Life	February Life Insurance	601-49585-1330	18.25
Total 601495851330:					18.25
01/31/2019	11938	Reliance Standard	Feb LTD Insurance	601-49585-1340	20.56 M
Total 601495851340:					20.56
02/01/2019	153134	Benning, Bill	Credit card machine for Dodson	601-49585-2000	133.33
02/01/2019	20190073	Innovative Office Supply	Office supplies	601-49585-2000	7.29
02/01/2019	153162	MailFinance	1st qtr lease	601-49585-2000	555.00
Total 601495852000:					695.62
02/01/2019	153142	Consolidated Communications	Monthly Billing	601-49585-3200	42.14
02/01/2019	153142	Consolidated Communications	Monthly Billing	601-49585-3200	42.11
02/01/2019	20190089	Personalized Printing Inc.	Folding utility newsletters	601-49585-3200	28.67
02/01/2019	153190	U.S. Postal Service	Postage - Feb utility bills	601-49585-3200	421.89
Total 601495853200:					534.81
02/01/2019	20190087	On Target Inc.	CASS address certification	601-49585-3500	42.39
Total 601495853500:					42.39

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
02/01/2019	11924	Blue Cross Blue Shield of MN (ACH)	February Health Insurance	601-49586-1300	291.65	M
02/01/2019	11924	Blue Cross Blue Shield of MN (ACH)	February Health Insurance	601-49586-1300	75.00	M
02/01/2019	11924	Blue Cross Blue Shield of MN (ACH)	February Health Insurance	601-49586-1300	458.30	M
Total 601495861300:					824.95	
02/01/2019	153169	MN Life	February Life Insurance	601-49586-1330	3.47	
02/01/2019	153169	MN Life	February Life Insurance	601-49586-1330	1.98	
02/01/2019	153169	MN Life	February Life Insurance	601-49586-1330	2.72	
Total 601495861330:					8.17	
01/31/2019	11938	Reliance Standard	Feb LTD Insurance	601-49586-1340	4.02	M
01/31/2019	11938	Reliance Standard	Feb LTD Insurance	601-49586-1340	2.48	M
01/31/2019	11938	Reliance Standard	Feb LTD Insurance	601-49586-1340	12.96	M
Total 601495861340:					19.46	
02/01/2019	20190088	Pantheon Computer Systems Inc.	February service	601-49586-4950	894.75	
Total 601495864950:					894.75	
02/01/2019	153188	U.S. Bank	Bonds Series 2014B	601-49980-6000	3,911.00	
Total 601499806000:					3,911.00	
02/01/2019	153188	U.S. Bank	Bonds Series 2014B	601-49980-6100	594.97	
Total 601499806100:					594.97	
Total Water:					27,994.34	
Sanitary Sewer						
02/01/2019	11924	Blue Cross Blue Shield of MN (ACH)	February Health Insurance	602-49470-1300	1,363.75	M
02/01/2019	11924	Blue Cross Blue Shield of MN (ACH)	February Health Insurance	602-49470-1300	106.77	M
Total 602494701300:					1,470.52	
02/01/2019	153169	MN Life	February Life Insurance	602-49470-1330	29.70	
02/01/2019	153169	MN Life	February Life Insurance	602-49470-1330	1.65	
Total 602494701330:					31.35	
01/31/2019	11938	Reliance Standard	Feb LTD Insurance	602-49470-1340	32.78	M
01/31/2019	11938	Reliance Standard	Feb LTD Insurance	602-49470-1340	1.95	M
Total 602494701340:					34.73	
02/01/2019	20190086	OceanQuip Connectors LLC	Connectors	602-49470-2240	358.19	
02/01/2019	20190102	Ziegler Inc	lift gen service agree	602-49470-2240	4,506.63	
Total 602494702240:					4,864.82	
02/01/2019	20190069	Gopher State One-Call Inc	2019 Annual Facility Operator Fee	602-49470-3100	16.67	
02/01/2019	20190102	Ziegler Inc	Generator Service	602-49470-3100	3,938.91	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 602494703100:					3,955.58
02/01/2019	153142	Consolidated Communications	Monthly Billing	602-49470-3200	407.22
02/01/2019	153142	Consolidated Communications	Monthly Billing	602-49470-3200	407.22
02/01/2019	11939	Verizon Wireless	Monthly Billing	602-49470-3200	40.01 M
02/01/2019	11939	Verizon Wireless	Monthly Billing	602-49470-3200	40.01 M
Total 602494703200:					894.46
02/01/2019	20190081	MN Pollution Control Agency	Certification & Training	602-49470-3300	390.00
02/01/2019	20190081	MN Pollution Control Agency	Certification & Training	602-49470-3300	390.00
Total 602494703300:					780.00
02/01/2019	153137	Centerpoint Energy	Monthly Billing	602-49470-3800	146.39
Total 602494703800:					146.39
02/01/2019	11924	Blue Cross Blue Shield of MN (ACH)	February Health Insurance	602-49480-1300	4,092.53 M
Total 602494801300:					4,092.53
02/01/2019	153169	MN Life	February Life Insurance	602-49480-1330	49.50
Total 602494801330:					49.50
01/31/2019	11938	Reliance Standard	Feb LTD Insurance	602-49480-1340	61.09 M
Total 602494801340:					61.09
02/01/2019	153194	Waseca County Highway Department	Monthly billing	602-49480-2120	67.35
Total 602494802120:					67.35
02/01/2019	20190064	Continental Research Corporation	Shop supplies	602-49480-2170	579.18
02/01/2019	153151	Hawkins Inc	Alum	602-49480-2170	5,466.29
02/01/2019	20190095	Teledyne Isco Inc	Sampling Supplies	602-49480-2170	403.00
Total 602494802170:					6,448.47
02/01/2019	153153	ISC Companies Inc	Belts	602-49480-2210	1,418.00
Total 602494802210:					1,418.00
02/01/2019	153192	USA Blue Book	Windsocks	602-49480-2230	598.82
Total 602494802230:					598.82
02/01/2019	153183	Stantec Consulting Services Inc	Engineering	602-49480-3000	584.50
Total 602494803000:					584.50
02/01/2019	153139	Cintas Corporation	Janitorial Supplies	602-49480-3100	16.88
02/01/2019	153139	Cintas Corporation	Janitorial Supplies	602-49480-3100	18.26
02/01/2019	153146	FedEx	Shipping	602-49480-3100	14.12

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
02/01/2019	20190076	M & R Electric Inc.	Electrician	602-49480-3100	175.48
02/01/2019	20190076	M & R Electric Inc.	Electrician	602-49480-3100	76.00
02/01/2019	20190076	M & R Electric Inc.	Electrician	602-49480-3100	190.00
02/01/2019	20190085	Nardini Fire Equipment Co. Inc.	Fire Equipment Inspection	602-49480-3100	286.50
02/01/2019	20190102	Ziegler Inc	Generator Maintenance Contract	602-49480-3100	7,421.20
Total 602494803100:					8,198.44
01/31/2019	11925	CenturyLink	Internet Service	602-49480-3200	98.99 M
02/01/2019	153142	Consolidated Communications	Monthly Billing	602-49480-3200	145.42
02/01/2019	153142	Consolidated Communications	Monthly Billing	602-49480-3200	145.42
02/01/2019	11939	Verizon Wireless	Monthly Billing	602-49480-3200	51.01 M
Total 602494803200:					440.84
02/01/2019	153171	MN Wastewater operators Association	MWOA	602-49480-3300	25.00
Total 602494803300:					25.00
02/01/2019	153137	Centerpoint Energy	Monthly Billing	602-49480-3800	2,416.29
02/01/2019	153200	Xcel Energy	December Service	602-49480-3800	10,972.39
Total 602494803800:					13,388.68
02/01/2019	153178	Plant & Flanged Equipment Co	Lift Pump #3 Repair	602-49480-4000	741.49
02/01/2019	153185	Thermal Process Systems	ATAD Parts	602-49480-4000	1,933.83
02/01/2019	20190099	W W Goetsch Associates Inc.	Maintenance Projects	602-49480-4000	1,760.00
Total 602494804000:					4,435.32
02/01/2019	153171	MN Wastewater operators Association	MWOA Membership	602-49480-4330	25.00
02/01/2019	153171	MN Wastewater operators Association	MWOA Membership	602-49480-4330	25.00
Total 602494804330:					50.00
02/01/2019	11924	Blue Cross Blue Shield of MN (ACH)	February Health Insurance	602-49585-1300	549.52 M
Total 602495851300:					549.52
02/01/2019	153169	MN Life	February Life Insurance	602-49585-1330	18.25
Total 602495851330:					18.25
01/31/2019	11938	Reliance Standard	Feb LTD Insurance	602-49585-1340	20.56 M
Total 602495851340:					20.56
02/01/2019	153134	Benning, Bill	Credit card machine for Dodson	602-49585-2000	133.33
02/01/2019	20190073	Innovative Office Supply	Office supplies	602-49585-2000	7.29
02/01/2019	153162	MailFinance	1st qtr lease	602-49585-2000	555.00
Total 602495852000:					695.62
02/01/2019	153142	Consolidated Communications	Monthly Billing	602-49585-3200	42.14
02/01/2019	153142	Consolidated Communications	Monthly Billing	602-49585-3200	42.11
02/01/2019	20190089	Personalized Printing Inc.	Folding utility newsletters	602-49585-3200	28.67

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
02/01/2019	153190	U.S. Postal Service	Postage - Feb utility bills	602-49585-3200	421.90	
Total 602495853200:					534.82	
02/01/2019	20190087	On Target Inc.	CASS address certification	602-49585-3500	42.38	
Total 602495853500:					42.38	
02/01/2019	11924	Blue Cross Blue Shield of MN (ACH)	February Health Insurance	602-49586-1300	291.65	M
02/01/2019	11924	Blue Cross Blue Shield of MN (ACH)	February Health Insurance	602-49586-1300	75.00	M
02/01/2019	11924	Blue Cross Blue Shield of MN (ACH)	February Health Insurance	602-49586-1300	458.30	M
Total 602495861300:					824.95	
02/01/2019	153169	MN Life	February Life Insurance	602-49586-1330	3.47	
02/01/2019	153169	MN Life	February Life Insurance	602-49586-1330	1.98	
02/01/2019	153169	MN Life	February Life Insurance	602-49586-1330	2.72	
Total 602495861330:					8.17	
01/31/2019	11938	Reliance Standard	Feb LTD Insurance	602-49586-1340	4.02	M
01/31/2019	11938	Reliance Standard	Feb LTD Insurance	602-49586-1340	2.48	M
01/31/2019	11938	Reliance Standard	Feb LTD Insurance	602-49586-1340	12.96	M
Total 602495861340:					19.46	
02/01/2019	20190088	Pantheon Computer Systems Inc.	February service	602-49586-4950	894.75	
Total 602495864950:					894.75	
02/01/2019	153183	Stantec Consulting Services Inc	Engineering	602-49593-5300	3,653.50	
Total 602495935300:					3,653.50	
02/01/2019	153151	Hawkins Inc	Halogen Chlorine Valves System	602-49593-5400	9,005.41	
Total 602495935400:					9,005.41	
02/01/2019	153188	U.S. Bank	Bonds Series 2014B	602-49980-6000	66,089.00	
Total 602499806000:					66,089.00	
02/01/2019	153188	U.S. Bank	Bonds Series 2014B	602-49980-6100	10,055.03	
Total 602499806100:					10,055.03	
Total Sanitary Sewer:					144,447.81	
Electric Utility						
01/31/2019	11915	MN Sales and Use Tax Payable	December Sales tax	604-20210-0000	29,867.19	M
Total 604202100000:					29,867.19	
02/01/2019	11924	Blue Cross Blue Shield of MN (ACH)	February Health Insurance	604-49570-1300	151.15	M

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 604495701300:					151.15
02/01/2019	153169	MN Life	February Life Insurance	604-49570-1330	2.11
Total 604495701330:					2.11
01/31/2019	11938	Reliance Standard	Feb LTD Insurance	604-49570-1340	3.14 M
Total 604495701340:					3.14
02/01/2019	11924	Blue Cross Blue Shield of MN (ACH)	February Health Insurance	604-49571-1300	3,334.72 M
Total 604495711300:					3,334.72
02/01/2019	153169	MN Life	February Life Insurance	604-49571-1330	46.60
Total 604495711330:					46.60
01/31/2019	11938	Reliance Standard	Feb LTD Insurance	604-49571-1340	69.28 M
Total 604495711340:					69.28
02/01/2019	153194	Waseca County Highway Department	Monthly billing	604-49571-2120	448.48
Total 604495712120:					448.48
02/01/2019	20190058	Bomgaars Supply	Parts and Supplies	604-49571-2170	119.99
01/31/2019	11915	MN Sales and Use Tax Payable	December Sales tax	604-49571-2170	4.02 M
Total 604495712170:					124.01
02/01/2019	153160	Locators & Supplies Inc.	Winter Safety Jacket	604-49571-2180	61.30
Total 604495712180:					61.30
01/31/2019	11915	MN Sales and Use Tax Payable	December Sales tax	604-49571-2215	222.75 M
Total 604495712215:					222.75
02/01/2019	153170	MN Valley Action Council	low income energy audit reimbursement	604-49571-2340	3,716.46
Total 604495712340:					3,716.46
02/01/2019	20190069	Gopher State One-Call Inc	2019 Annual Facility Operator Fee	604-49571-3100	16.66
Total 604495713100:					16.66
02/01/2019	11939	Verizon Wireless	Monthly Billing	604-49571-3200	80.02 M
Total 604495713200:					80.02
02/01/2019	20190080	MN Municipal Utilities Association	Apprentice Training Program	604-49571-4940	1,160.00
Total 604495714940:					1,160.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
02/01/2019	11924	Blue Cross Blue Shield of MN (ACH)	February Health Insurance	604-49572-1300	335.36	M
Total 604495721300:					335.36	
02/01/2019	153169	MN Life	February Life Insurance	604-49572-1330	4.69	
Total 604495721330:					4.69	
01/31/2019	11938	Reliance Standard	Feb LTD Insurance	604-49572-1340	6.97	M
Total 604495721340:					6.97	
02/01/2019	11924	Blue Cross Blue Shield of MN (ACH)	February Health Insurance	604-49573-1300	604.60	M
Total 604495731300:					604.60	
02/01/2019	153169	MN Life	February Life Insurance	604-49573-1330	8.45	
Total 604495731330:					8.45	
01/31/2019	11938	Reliance Standard	Feb LTD Insurance	604-49573-1340	12.56	M
Total 604495731340:					12.56	
02/01/2019	153199	Wesco Receivables Corp	Splice Kits	604-49573-2230	1,038.83	
Total 604495732230:					1,038.83	
02/01/2019	11924	Blue Cross Blue Shield of MN (ACH)	February Health Insurance	604-49574-1300	170.04	M
Total 604495741300:					170.04	
02/01/2019	153169	MN Life	February Life Insurance	604-49574-1330	2.38	
Total 604495741330:					2.38	
01/31/2019	11938	Reliance Standard	Feb LTD Insurance	604-49574-1340	3.53	M
Total 604495741340:					3.53	
02/01/2019	20190075	JT Services of MN	LED Lamps	604-49574-2230	357.13	
02/01/2019	20190075	JT Services of MN	Street Lights	604-49574-2230	464.56	
Total 604495742230:					821.69	
02/01/2019	20190075	JT Services of MN	Street Light Fixture	604-49574-4000	1,203.42	
02/01/2019	20190075	JT Services of MN	LED Fixture	604-49574-4000	3,735.28	
Total 604495744000:					4,938.70	
02/01/2019	11924	Blue Cross Blue Shield of MN (ACH)	February Health Insurance	604-49584-1300	127.53	M
Total 604495841300:					127.53	
02/01/2019	153169	MN Life	February Life Insurance	604-49584-1330	1.77	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Total 604495841330:					1.77	
01/31/2019	11938	Reliance Standard	Feb LTD Insurance	604-49584-1340	2.65	M
Total 604495841340:					2.65	
02/01/2019	11924	Blue Cross Blue Shield of MN (ACH)	February Health Insurance	604-49585-1300	553.00	M
Total 604495851300:					553.00	
02/01/2019	153169	MN Life	February Life Insurance	604-49585-1330	18.36	
Total 604495851330:					18.36	
01/31/2019	11938	Reliance Standard	Feb LTD Insurance	604-49585-1340	20.68	M
Total 604495851340:					20.68	
02/01/2019	153134	Benning, Bill	Credit card machine for Dodson	604-49585-2000	133.34	
02/01/2019	20190073	Innovative Office Supply	Office supplies	604-49585-2000	7.29	
02/01/2019	153162	MailFinance	1st qtr lease	604-49585-2000	555.00	
Total 604495852000:					695.63	
02/01/2019	153142	Consolidated Communications	Monthly Billing	604-49585-3200	79.01	
02/01/2019	153142	Consolidated Communications	Monthly Billing	604-49585-3200	26.48	
02/01/2019	153142	Consolidated Communications	Monthly Billing	604-49585-3200	78.96	
02/01/2019	153142	Consolidated Communications	Monthly Billing	604-49585-3200	26.48	
02/01/2019	20190089	Personalized Printing Inc.	Folding utility newsletters	604-49585-3200	28.66	
02/01/2019	153190	U.S. Postal Service	Postage - Feb utility bills	604-49585-3200	421.89	
Total 604495853200:					661.48	
02/01/2019	20190087	On Target Inc.	CASS address certification	604-49585-3500	42.38	
Total 604495853500:					42.38	
02/01/2019	11924	Blue Cross Blue Shield of MN (ACH)	February Health Insurance	604-49586-1300	236.10	M
02/01/2019	11924	Blue Cross Blue Shield of MN (ACH)	February Health Insurance	604-49586-1300	143.75	M
02/01/2019	11924	Blue Cross Blue Shield of MN (ACH)	February Health Insurance	604-49586-1300	472.19	M
Total 604495861300:					852.04	
02/01/2019	153169	MN Life	February Life Insurance	604-49586-1330	2.81	
02/01/2019	153169	MN Life	February Life Insurance	604-49586-1330	3.80	
02/01/2019	153169	MN Life	February Life Insurance	604-49586-1330	2.81	
Total 604495861330:					9.42	
01/31/2019	11938	Reliance Standard	Feb LTD Insurance	604-49586-1340	3.26	M
01/31/2019	11938	Reliance Standard	Feb LTD Insurance	604-49586-1340	4.75	M
01/31/2019	11938	Reliance Standard	Feb LTD Insurance	604-49586-1340	13.34	M
Total 604495861340:					21.35	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
02/01/2019	153163	McGrann Shea Carnival Straughn & Lam	Attorney	604-49586-3000	262.50	
Total 604495863000:					262.50	
02/01/2019	153182	Shred-it USA LLC	December Service	604-49586-3100	14.08	
Total 604495863100:					14.08	
02/01/2019	20190080	MN Municipal Utilities Association	MMUA Dues	604-49586-4330	10,993.00	
Total 604495864330:					10,993.00	
02/01/2019	20190088	Pantheon Computer Systems Inc.	February service	604-49586-4950	894.75	
Total 604495864950:					894.75	
02/01/2019	20190056	Barr Engineering Company	Engineering	604-49593-5300	810.00	
02/01/2019	153181	Schumacher Electric Inc	Conversion Project	604-49593-5300	400.41	
Total 604495935300:					1,210.41	
Total Electric Utility:					63,632.70	
Storm Water Utility						
02/01/2019	11924	Blue Cross Blue Shield of MN (ACH)	February Health Insurance	651-43140-1300	454.58	M
Total 651431401300:					454.58	
02/01/2019	153169	MN Life	February Life Insurance	651-43140-1330	9.90	
Total 651431401330:					9.90	
01/31/2019	11938	Reliance Standard	Feb LTD Insurance	651-43140-1340	10.93	M
Total 651431401340:					10.93	
02/01/2019	20190058	Bomgaars Supply	Parts and Supplies	651-43140-2170	30.71	
Total 651431402170:					30.71	
02/01/2019	11924	Blue Cross Blue Shield of MN (ACH)	February Health Insurance	651-49585-1300	86.95	M
Total 651495851300:					86.95	
02/01/2019	153169	MN Life	February Life Insurance	651-49585-1330	2.89	
Total 651495851330:					2.89	
01/31/2019	11938	Reliance Standard	Feb LTD Insurance	651-49585-1340	3.25	M
Total 651495851340:					3.25	
Total Storm Water Utility:					599.21	
Central Garage Services						
02/01/2019	11924	Blue Cross Blue Shield of MN (ACH)	February Health Insurance	701-43180-1300	1,815.09	M

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 701431801300:					1,815.09
02/01/2019	153169	MN Life	February Life Insurance	701-43180-1330	28.05
Total 701431801330:					28.05
01/31/2019	11938	Reliance Standard	Feb LTD Insurance	701-43180-1340	33.20 M
Total 701431801340:					33.20
02/01/2019	153194	Waseca County Highway Department	Monthly billing	701-43180-2120	157.25
Total 701431802120:					157.25
02/01/2019	153133	Auto Value Waseca	Parts and supplies	701-43180-2170	9.99
02/01/2019	20190058	Bomgaars Supply	Parts and Supplies	701-43180-2170	26.99
02/01/2019	153138	Certified Laboratories	cutting fluid,can grease	701-43180-2170	417.44
02/01/2019	20190064	Continental Research Corporation	silicon sealant	701-43180-2170	238.17
Total 701431802170:					692.59
02/01/2019	153132	Aspen Equipment Co	roll tarp arm	701-43180-2210	344.01
02/01/2019	153133	Auto Value Waseca	Parts and supplies	701-43180-2210	127.18
02/01/2019	153133	Auto Value Waseca	Parts and supplies	701-43180-2210	108.99
02/01/2019	20190058	Bomgaars Supply	Parts and Supplies	701-43180-2210	79.99
02/01/2019	20190061	Christensen Tire Service	New tires for #33	701-43180-2210	2,005.00
02/01/2019	20190061	Christensen Tire Service	New Tires	701-43180-2210	672.08
01/31/2019	152962	Janesville Tire Service	Loader repair	701-43180-2210	5,140.00- V
02/01/2019	153155	Janesville Tire Service	Loader repair	701-43180-2210	5,140.00
02/01/2019	153156	Lano Equipment Inc.	pless snow blade edge	701-43180-2210	650.00
02/01/2019	153161	MacQueen Equipment Inc.	carbid dirt shoe runners	701-43180-2210	1,085.48
02/01/2019	153161	MacQueen Equipment Inc.	snogo blower parts	701-43180-2210	107.05
02/01/2019	20190093	Sanco Equipment LLC	inventory for skidloaders	701-43180-2210	544.02
02/01/2019	20190096	Terminal Supply Co	LED strobes	701-43180-2210	475.23
02/01/2019	20190097	Tesch Service Center Co.	new van tires	701-43180-2210	434.52
02/01/2019	20190102	Ziegler Inc	extended warranty purchase	701-43180-2210	2,116.00
02/01/2019	20190102	Ziegler Inc	Cat inventory parts	701-43180-2210	292.36
02/01/2019	20190102	Ziegler Inc	returned item	701-43180-2210	172.02-
Total 701431802210:					8,869.89
02/01/2019	153133	Auto Value Waseca	Parts and supplies	701-43180-2400	34.99
02/01/2019	20190058	Bomgaars Supply	Parts and Supplies	701-43180-2400	143.24
02/01/2019	20190058	Bomgaars Supply	Parts and Supplies	701-43180-2400	39.99
02/01/2019	20190068	GMS Industrial Supplies Inc.	drill bits	701-43180-2400	283.79
02/01/2019	20190068	GMS Industrial Supplies Inc.	Drill Bits, Sawblades, Sanding disc	701-43180-2400	36.47
Total 701431802400:					538.48
Total Central Garage Services:					12,134.55
Property and Liability Insuran					
02/01/2019	20190067	First National Insurance	February agnecy fee	702-49955-3000	800.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 702499553000:					800.00
Total Property and Liability Insuran:					800.00
Worker's Compensation Insuranc					
02/01/2019	153159	League of MN Cities Insurance Trust	1st Qtr 2019 Work Comp	703-49956-1510	49,427.00
Total 703499561510:					49,427.00
Total Worker's Compensation Insuranc:					49,427.00
Equipment Replacement Fund					
02/01/2019	20190084	Municipal Emergency Services Inc.	Loose equipment - new firetruck expense	705-49930-5400	4,550.04
Total 705499305400:					4,550.04
02/01/2019	153161	MacQueen Equipment Inc.	2018 Elgin Street sweeper	705-49950-5400	157,344.00
Total 705499505400:					157,344.00
02/01/2019	153141	Clark Equipment Co	New Skid Steer loader	705-49970-5400	28,080.41
Total 705499705400:					28,080.41
Total Equipment Replacement Fund:					189,974.45
Grand Totals:					1,436,461.60

Report Criteria:

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

RESOLUTION NO. 19-07

**A RESOLUTION OF THE WASECA CITY COUNCIL
APPROVING OFF-SITE GAMBLING
TO WASECA SLEIGH & CUTTER FESTIVAL ASSOCIATION**

WHEREAS, Waseca Sleigh & Cutter Festival Association has submitted an Application to Conduct Off-Site Gambling at the following location:

**Waseca VFW Post 1642
113 Elm Avenue West
Waseca, MN 56093**

and,

WHEREAS, City approval is required by the State of Minnesota Gambling Control Board, for a gambling premises located within city limits.

NOW, THEREFORE, BE IT RESOLVED that the Waseca City Council does hereby approve Off Site Gambling to Waseca Sleigh & Cutter Festival Association at VFW Post 1642, 113 Elm Avenue West, Waseca, MN.

Adopted this 5th day of February, 2019.

R. D. SRP
MAYOR

ATTEST:

MIKE ANDERSON
ASSISTANT TO THE CITY MANAGER

WASECA COUNTY

In accordance with the provisions of MINNESOTA STATUTE- 274.01, as amended, the following dates are hereby fixed for the Meeting of Boards of Review in Townships and the Cities, Waseca County, Minnesota.

2019

Janesville Twp	Monday, April 8	9:00 – 9:30 a.m.	Janesville City Hall
Iosco Twp	Monday, April 8	1:00 - 1:30 p.m.	Township Hall
City of Waseca	Monday, April 8	7:00 - 7:30 p.m.	Waseca City Hall
Blooming Grove Twp	Tuesday, April 9	9:00 - 9:30 a.m.	Township Hall
Vivian Twp	Tuesday, April 9	1:00 - 1:30 p.m.	Waldorf Community Center
Alton Twp	Wednesday, April 10	9:00 - 9:30 a.m.	Township Hall
Freedom Twp	Thursday, April 11	9:00 - 9:30 a.m.	Township Hall
Wilton Twp	Thursday, April 11	1:00 - 1:30 p.m.	Township Hall
OPEN BOOK			
Byron Twp	Monday, April 15	9am – noon	County Assessor's Office- Waseca Courthouse 307 N. State St. Waseca, MN
New Richland Twp			
Otisco Twp			
St. Mary Twp			
Woodville Twp			
City of Janesville			
City of New Richland			
City of Elysian			
City of Waldorf			

COUNTY BOARD OF EQUALIZATION

Tuesday, June 18th, Appointments Required, please call 507-835-0640, East Annex, Waseca,
MN

(Reserved for Recording)

KATIE O'LEARY'S GROUND LEASE

This Ground Lease ("Lease"), dated this ____ day of January, 2019, by and between the City of Waseca, a Minnesota Municipal Corporation (hereinafter referred to as "City") and David P. Anhorn ("Tenant").

1. **Premises.** City leases to Tenant and Tenant leases from City the property known as "The Outside Seating Area" described in **Exhibit "A"** attached hereto and incorporated herein by this reference ("Premises"), as specifically designated on map depicted in **Exhibit "B"** attached hereto and incorporated herein by this reference. The Premises consist of a vacant parcel of land improved with asphalt and a fence.

2. **Term.** The initial term of this Lease is for five (5) years ("Term"), commencing on February 1, 2019 and ending on January 31, 2024. The lease shall be automatically renewed for three (3) successive five (5) year periods unless either party at least ninety (90) days prior to the end of any five (5) years lease period provides the other party with written notice of their intent not to enter into any extension of this lease. The parties acknowledge that the term of the previous lease between the parties has expired. Tenant agrees, however, to pay a pro-rated portion of the \$100 annual rent to the City for portions of 2017, 2018 and 2019.

Rental Terms. The rent shall be one hundred dollars and no/100ths (\$100.00) per year paid annually with \$100.00 paid on or before February 1 of each year, to the City of Waseca at 508 South State Street, Waseca, MN 56093 or at another location Landlord may designate. Should this lease be automatically renewed for any successive five (5) year terms as set forth in #2 above the the parties shall then renegotiate the annual rental payment. Should the parties not be able to reach an agreement this lease shall automatically cease.

4. **Use.** The Premises may be used and occupied only for outdoor seating and drinking and dining for customers of Katie O'Leary's. This lease specifically prohibits the use of the space for live entertainment, trash containers or Outdoor Storage of any sort.

The Premises shall be used generally for the purpose specified above and for no other purpose or purposes without City's prior written consent. Tenant shall promptly comply with all laws, judicial decisions, ordinances, orders and regulations affecting the Premises, their cleanliness, safety, occupation and use. Tenant shall comply with all statutes, ordinances, regulations, and other requirements of all governmental entities that pertain to the occupancy or use of the Premises, and with all rules and regulations that are adopted by City for the safety, care, and cleanliness of the Premises and the preservation of good order on the Premises. Except as specified herein, the operations and control of Katie O'Leary's shall be exclusively the responsibility of the Tenant and the City shall have no participation in said operations.

The customer entrance to and exit from the leased Premises must be from inside the Katie O'Leary's building. Emergency exits from Premises must comply with all building and fire codes.

Seating must be provided for all customers. Therefore the occupancy limit for the leased Premises is limited by the actual number of seating places. Occupancy limits to be determined by the Fire Department. Care must be exercised to insure the occupancy limit of the Katie O'Leary's building is not exceeded should the patrons in the Premises enter the Katie O'Leary's building.

The Premises must be constructed in such a manner as to prevent the passing of an alcoholic beverage to a person outside the Premises. This can be accomplished by use of fencing, green space, trees, shrubs etc. All construction must comply with applicable codes and be approved by the Community Development Department. No temporary or permanent improvements shall be allowed that would enclose the area with walls or a roof, except as expressly approved by the City and in compliance with state and local standards.

It is the responsibility of Tenant's staff to insure that transfers of alcoholic beverages outside the Premises does not occur. If such transfer should occur, staff persons must be able to identify the illegal activity and stop it immediately. Monitoring of activity within the Premises will be by video surveillance and/or personal observation by employees/agents of the Tenant.

Amplified music or entertainment must not disturb the neighboring businesses or residences and comply with local and state laws.

Sufficient lighting must be provided for the safety of customers. Lighting must not unreasonably intrude on neighborhood or adjacent businesses.

Hours of operation of leased Premises must mirror the operating hours of Katie O'Leary's.

5. **Alterations.** Any alterations to the exterior must be approved by the City in writing. Any exterior alteration to the Premises without written consent of City shall be a breach of this Lease and, at the option of City, shall cause a termination of this Lease.

With the exception of doors to gain access to the Premises and windows to view the Premises, the Tenant shall make no alteration that increases the size of the existing building(s) located adjacent to the Premises on the site of the Premises. City and Tenant agree that the ordinary maintenance of the property is necessary. It shall be the responsibility of the Tenant to maintain the property. Under no circumstances shall the City be responsible for any costs associated with maintenance or improvements made to the Premises.

6. **Possession.** Any delay in delivery of possession to the Tenant shall postpone the commencement of rent accordingly, but shall not otherwise affect this Lease.

7. **Insurance.** Tenant shall pay for and maintain insurance throughout the life of this Lease with general liability coverage of two million and 00/100ths Dollars (\$2,000,000) minimum coverage per occurrence and all risk glass coverage for full cash value. Tenant will furnish City with proof of insurance issued by an insurer approved by City showing the coverage to be in force and showing the City as a named insured for all periods of the Term. City and Tenant each waive the rights of subrogation that may arise against the other because of any act covered by insurance.

8. **Default.** The occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant:

(a) Any failure by Tenant to pay the rental or to make any other payment required to be made by Tenant hereunder where such failure continues for five (5) days after such amount was due.

(b) The abandonment or vacation of the Premises by Tenant.

9. **Remedies.** City and Tenant agree as follows upon City's remedies for any default by Tenant as set forth in Section 8 above:

(a) In the event of any such default by Tenant, then in addition to any other remedies available to City at law or in equity, City shall have the immediate option to terminate this Lease and all rights of Tenant hereunder by giving written notice of such intention to terminate. In the event that City shall elect to so terminate this Lease, then City may recover from Tenant:

(i) The worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus

(ii) the worth at the time of award of the amount by which the unpaid rent would have been earned after termination until the time of award exceeds the amount of such rental loss Tenant proves could have been reasonably avoided; plus

(iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of such rental loss that Tenant provides could have been reasonably avoided; plus

(iv) any other amount necessary to compensate City for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of events would be likely to result there from (including, without limitation, any unamortized brokerage commission paid by City in connection with this Lease as of the time of the default); and

(v) At City's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by the applicable law in the state in which the demised Premises are located.

(b) The term "rent" as used herein shall be deemed to be and to mean minimum rental and all other sums required to be paid by Tenant pursuant to the terms of this Lease. This includes real estate taxes and special assessments.

(c) As used in subparagraph (a)(i) and (ii) above, the "worth at the time of award" is computed by allowing interest at the rate of ten percent (10%) per annum. As used in subsection (a)(iii) above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank located closest to the Premises at the time of award plus one percent (1%).

(d) In the event of any such default by Tenant, City shall also have the right, with or without terminating this Lease, to re-enter the Premises and remove all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant, or otherwise disposed of by City, all at Tenant's sole cost and expense.

(e) In the event of the vacation or abandonment of the Premises by Tenant or in the event that City shall elect to re-enter as provided in subsection (d) above, or shall take possession of the Premises pursuant to

legal proceeding or pursuant to any notice provided bylaw, then if City does not elect to terminate this Lease as provided in subsection (a) above, City may from time to time, without terminating this Lease, either recover all rental as it becomes due or relet the Premises or any part thereof for such period and at such rental or rentals and upon such other terms and conditions as City in its sole discretion may deem advisable with the right to make alterations and repairs to the Premises.

(f) In the event that City shall elect to so relet, then rentals received by City from such reletting shall be applied first to the payment of any indebtedness other than rent due hereunder from Tenant to City; second, to the payment of any cost of such reletting; third, to the payment of the cost of any alterations and repairs to the Premises; fourth, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by City and applied in payment of future rent as the same may become due and payable hereunder. Should that portion of such rentals received from such reletting during any month, which is applied by the payment of rent hereunder, be less than the rent payable during that month by the Tenant hereunder, be less than the rent payable during that month by the Tenant hereunder, then Tenant shall pay such deficiency to City immediately upon demand therefore by Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to City as soon as ascertained, any costs and expenses incurred by City in such reletting (including, without limitation, any brokerage commissions) or in making such alterations and repairs not covered by the rentals received from such reletting.

(g) No re-entry or taking possession of the Premises or any other action under this Section shall be construed as an election to terminate this Lease unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a Court of competent jurisdiction. Notwithstanding any reletting without termination by City because of any default by Tenant, City may at any time after such reletting elect to terminate this Lease for any such default.

(h) Efforts by City to mitigate the damages caused by Tenant's default in this Lease shall not constitute a waiver of City's right to recover damages hereunder, nor shall the City have any obligation to mitigate damages hereunder.

10. **Assignment.** The rights and interests under this Agreement shall not be sold, transferred, mortgaged or assigned without the written consent of the City. Any new owner of Katie O'Leary's and any other personal property shall assume the obligations of this lease.

11. **Real Estate Taxes and Assessments.** The Tenant shall pay, when due, any real estate taxes, assessments, any penalty or any payments due in lieu of real estate taxes to Waseca County. The failure to make any such payment when due shall be considered a default or breach of this agreement.

12. **Inspection of Premises.** Representatives of the City shall be allowed to enter the Premises for the purpose of inspection during ordinary business hours during the term of this Agreement.

13. **Police Powers.** The City has executed this lease as an owner of the Premises, but nothing contained herein shall limit the powers of the City to enforce ordinances adopted pursuant to its police powers.

14. **Indemnification.** Tenant agrees to indemnify City for any and all claims made by any persons, entities or corporations for any claim arising from activity on the leased Premises. The indemnification shall include all costs of defense as well as any amounts ordered to be paid by City to any claimant.

15. **Miscellaneous.**

- a) The Premises shall at all times be kept and maintained in good working order and condition by the Tenant.
- b) Every effort shall be made to restrict noise, both mechanical and otherwise, particularly during evening and early morning hours.

The foregoing was acknowledged before me this ____ day of _____, 2019 by David P. Anhorn who acknowledged the execution of this document as his free act and deed.

Notary Public

This Document was drafted by:

Michael H. Kennedy
99 Navaho Avenue, Suite 104
Mankato, MH 56001

EXHIBIT "A"

**LEGAL DESCRIPTION
KATIE O'LEARY'S GROUND LEASE**

*The Southerly 40 feet of the Easterly 20 feet of the Westerly 48 feet of Lot 13, Block Seven (7),
Original Plat of the City of Waseca.*

EXHIBIT B

LOCATION

KATIE O'LEARY'S GROUND LEASE



From: [Les](#)
To: [Mike Anderson](#)
Cc: [Roy Srp](#); [Roy Srp - Contact](#); [Lee Mattson](#); [Bill Green](#); [Michelle Murphy](#)
Subject: Planning Commission Resignation
Date: Wednesday, January 30, 2019 3:54:46 PM

Mike,

At our last City Council meeting Roy and I were appointed to the Planning Commission to fill vacancies so the Commission would have a quorum. As agreed, if a resident applied for the Planning Commission, one of us would resign to make room.

Since a resident has come forward and applied for the Planning Commission, I am resigning from the Planing Commission effective immediately.

Les

Les Tloughan
City Council, Ward 2
tloughanl@hickorytech.net

CITY OF WASECA

Board/Commission/Authority Application Form

Date 1-28-19Name Peter D HartyAddress 250 vista villa Waseca MN 56093Telephone Number: (Home) [REDACTED] (Work) [REDACTED] email: [REDACTED]Occupation: Sheetmetal worker

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

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

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

Because you cant help the community if your not involved

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

no

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

no

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

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

20 years construction Back ground

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



Title:	ANNUAL SOLAR REPORT - 2018		
Meeting Date:	February 5, 2019	Agenda Item Number:	6H
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:	Attached
Originating Department:	Electric Utility	Presented By:	Consent Agenda
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Staff recommends Council accept the 2018 Annual Solar Report on behalf of the Waseca Electric Utility.		
How does this item pertain to Vision 2030 goals?	Good governance requires compliance with State mandates.		

BACKGROUND: Minnesota Statute 7835.1400 requires annual notification to the local Municipal Electric Utility Governance Board, Waseca City Council, of how the utility provided for net billing of solar power. The attached spreadsheet shows that Waseca had three solar customers in 2018. Solar power is referred to as photovoltaic, or PV power in this spreadsheet. The electric usage for the three solar customers is combined in the spreadsheet due to State data privacy rules, Minnesota Statute 13.685.

The kilowatt-hour (kWh) summary for the three solar customers combined shows 9,527 kWh of electricity provided to the utility (exports), 81,653 kWh provided from the utility to the customers (imports), and a net metered kWh purchased by the utility from two customers in the months of April, May & August of 340 kWh.

RECOMMENDATION: Staff recommends Council accept the 2018 Annual Solar Report on behalf of the Waseca Electric Utility.

City of Waseca Electric Utility		
2018 Qualifying Facilities Report	Reporting Period:	January 1 - December 31, 2018
NET ENERGY BILLED QUALIFYING FACILITIES <40kW		

Facility Type	Number of Net Metering Customers	Installed Net Metering Capacity (kW)*	Month	Total net exports to Utility (kWh)	Total net imports from Utility (kWh)	Total Net Metered electricity purchased by the Utility (kWh)
Photovoltaic (Solar)	3	47.62	Jan 2018	248	7,610	0
Notes:			Feb 2018	387	6,737	0
			Mar 2018	767	5,716	0
			Apr 2018	1,104	6,619	5
			May 2018	1,227	6,652	15
			Jun 2018	922	6,660	0
			Jul 2018	802	7,035	0
			Aug 2018	2,215	2,235	320
			Sep 2018	562	6,665	0
			Oct 2018	554	8,377	0
			Nov 2018	599	8,078	0
			Dec 2018	140	9,269	0
			PV TOTAL ANNUAL	9,527	81,653	340

CITY OF WASECA LIQUOR LICENSE APPLICATION

61

Application for (check all that apply) On Sale ☒ Club On Sale ☐
Sunday On Sale ☒ Off Sale ☒ Wine ☒

License period 02/01/19 to 12/31/19

Carrie Sharp
LICENSEE NAME

1-30-19
DATE

Trio Coffee, Wine + Ale House
BUSINESS/TRADE NAME

Type of Business:

☐ Bar (On Sale)
☐ Liquor Store (Off Sale Only)
☐ Club (On Sale) Number of Members:
☒ Restaurant ATTACH FOOD LICENSE

Type of Application:

☐ Renewal
☒ New/Transfer \$ Investigative Fee

Sharp, Carrie Lee
APPLICANT'S FULL NAME

Waseca
CITY

MN
STATE

56093
ZIP

04/27/76
APPLICANT'S DATE OF BIRTH

Faribault MN
PLACE OF BIRTH

100 N State St., Waseca, MN
BUSINESS ADDRESS

507-835-9186
TELEPHONE NO.

18

Jeremy Sharp
NAME & ADDRESS OF O

Waseca MN 56093

ARE THERE DELINQUENT TAXES ON THE PROPERTY? No

PLEASE NOTE: Prior to license issuance, City Staff will review the history and status of the Customer Utility Account, to verify there are no ongoing delinquent balance concerns.

Owner
CORPORATE OR PARTNERSHIP TITLE

100 N State St., Waseca MN 56093
CORPORATE OR PARTNERSHIP ADDRESS

IF CORPORATION, LIST PARTNERS, OFFICERS, OR DIRECTORS:

Full Name (Last, Middle, First)

D.O.B.

Sharp, Carrie Lee

04/27/76

IF THIS IS A TRANSFER APPLICATION, PROVIDE FULL NAME AND ADDRESS OF PERSONS, PARTNERSHIP OR CORPORATION HOLDING THE LICENSE FOR THE PAST YEAR:

WHAT VENDING COMPANY(S) WILL HAVE MACHINES ON THE LICENSED PREMISES?

Company Name

Type of Machine(s)

ARE YOU A MINNESOTA RESIDENT?:

X Yes

No

Dates of Residency:

03/98

From

Present

To

Residency past ten (10) years:
(Address & dates)

Waseca MN 560930
Watson MN 55060

(use additional sheet if needed)

Employment past ten (10) years:
(Employer name & address)

Trio Coffee Wine & Ale House - Waseca
MN Dept. of Human Services - Watson
MN River Area Agency - Mankato

(use additional sheet if needed)

Mower County Human Services - Austin, MN

HAVE YOU EVER BEEN CONVICTED OF VIOLATING FEDERAL, STATE, OR LOCAL LIQUOR LAWS AND/OR REGULATIONS? YES X NO

If yes, please explain (specify dates)

THE APPLICANT, AND HIS/HER ASSOCIATES IN THIS APPLICATION, WILL STRICTLY COMPLY WITH ALL THE LAWS OF THE STATE OF MINNESOTA GOVERNING THE TAXATION AND THE SALE OF INTOXICATING LIQUOR, RULES AND REGULATIONS PROMULGATED BY THE LIQUOR CONTROL COMMISSIONER, AND ALL ORDINANCES OF THE CITY OF WASECA. I HEREBY CERTIFY THAT I HAVE READ THE FOREGOING QUESTIONS AND THAT THE ANSWERS TO SAID QUESTIONS ARE TRUE TO MY OWN KNOWLEDGE.

Carrie Sharp
SIGNATURE OF APPLICANT

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

(Notary Public)

My commission expires _____.

Title:	RESOLUTION NO. 19-04, ACCEPTING THE PLANS AND SPECIFICATIONS AND AUTHORIZING THE ADVERTISEMENT FOR BIDS FOR THE 3 RD STREET NE STREET AND UTILITY IMPROVEMENT PROJECT, CITY PROJECT NO. 2019-01		
Meeting Date:	February 5, 2019	Agenda Item Number:	7A
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 19-04
Originating Department:	Engineering	Presented By:	City Engineer
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to Adopt Resolution No. 19-04, Accepting the Plans and Specifications and Authorizing the Advertisement for Bids for the 3 rd Street NE Street and Utility Improvement Project, City Project No. 2019-01.		
How does this item pertain to Vision 2030 goals?	Creating High Quality Community Assets		

BACKGROUND: On September 4, 2018 the City Council authorized the preparation of plans and specifications for the 3rd Street NE Street and Utility Improvement Project, City Project No. 2019-01. The project will reconstruct the street and utilities on 3rd Street NE between 4th Avenue NE and 11th Avenue NE. Due to the size of the files the plans and specifications were not sent out with this packet but can be viewed in the Engineering Department at City Hall.

BUDGET IMPACT: The 3rd Street NE Street and Utility Improvement Project is included in the proposed 2019 Budget. Based on information in the Feasibility Study, the estimated cost and funding sources for the 3rd Street NE Street and Utility Improvement Project are as follows:

Table 4 – 3rd Street NE Street and Utility Improvement Project	
Proposed Project Funding	
Funding Source	Estimate
440 Special Assessment Fund	\$ 150,757.64
430 Capital Improvement Street Fund	\$ 263,646.55
602 Sanitary Sewer Fund	\$ 480,029.99
601 Water Utility Fund	\$ 473,575.74
Local Road Improvement Program (LRIP)	\$ 1,000,000.00
Waseca County Participation	\$ 102,334.01
State Aid Eligible Funds*	\$ 1,130,972.73
Total	\$ 3,601,316.66

**Includes the minimum 55% contribution towards drainage improvements*

POLICY QUESTION: Are the proposed improvements consistent with the City of Waseca's Pavement Management and Special Assessment Policies? Yes, the proposed project is consistent with the policies for the City and is necessary to provide safe and reasonable transportation to the citizens of the City.

RECOMMENDATION: Staff recommends the Waseca City Council adopt Resolution No. 19-04, approving the plans and specifications and authorizing the advertisement for bids for the 3rd Street NE Street and Utility Improvement Project, City Project No. 2019-01.

RESOLUTION NO. 19-04

**A RESOLUTION OF THE WASECA CITY COUNCIL
APPROVING PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENT
FOR BIDS OF THE 3rd NE STREET AND UTILITY IMPROVEMENT PROJECT, CITY
PROJECT 2019-01**

WHEREAS, pursuant to a resolution passed by the City Council September 4, 2018 the Consulting Engineer, WSB and Associates, has prepared plans and specifications for City Project No. 2019-01 and has presented such plans to the council for approval;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Waseca that the City Council has determined:

1. Such plans and specifications are hereby approved.
2. Staff shall prepare and cause to be inserted in the official paper an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published on February 15, 2019 and shall specify the work to be done, shall state that bids will be received by the City Engineer until 10:30 a.m. on March 12, 2019, at which time they will be publicly opened in the council chambers of the city hall, will then be tabulated, and will be considered by the council at 7:00 p.m. on April 2, 2019. No bids will be considered unless sealed and filed with the City Engineer and accompanied by a cash deposit, cashier's check, bid bond or certified check payable to the city for 5 percent of the amount of such bid.

Adopted this 5th day of February, 2019.

R.D. SRP
MAYOR

ATTEST:

MIKE ANDERSON
ASSISTANT TO THE CITY MANAGER

Title:	RESOLUTION 19-05 FOR DECLARATION OF OFFICIAL INTENT REGARDING THE REIMBURSEMENT OF EXPENDITURES WITH THE PROCEEDS OF TAX-EXEMPT BONDS		
Meeting Date:	February 5, 2019	Agenda Item Number:	7B
Action:	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Resolution 19-05
Originating Department:	Finance	Presented By:	Finance Director
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to Approve Resolution 19-05 for Declaration of Official Intent Regarding the Reimbursement of Expenditures with the Proceeds of Tax-Exempt Bonds		
How does this item pertain to Vision 2030 goals?	Pillar – Create High Quality Community Assets		

BACKGROUND: Federal law stipulates that the City must issue a Declaration of Official Intent if it intends to reimburse itself for expenditures incurred prior to the issuance of bonds. By issuing a Declaration of Official Intent, the city also provides a public record indicating that this project **may** be financed in whole or part through the issuance of tax-exempt bonds. The Declaration of Official Intent is not a request to proceed with a specific project or the sale of bonds. The purpose of the attached resolution is intended to specifically address the requirements of the Federal regulations. Approval of the project and the approval of the sale of bonds are made by specific and separate Council actions.

The City Council authorized the preparation of plans and specifications for the 3rd Street NE Street and Utility Improvement Project on September 4, 2018. Included with the February 5, 2019 agenda is a request for Council to accept the plans and specifications and authorizing advertisement for bids for this project.

The attached resolution identifies the street reconstruction project adjacent to 3rd Street NE between 4th Avenue NE and 11th Ave NE that **could be** financed through the issuance of tax-exempt bonds. The intention of bonding for this project only relates to the water and sewer portions of the project, however should we encounter storm sewer needs that extend beyond the project contingency we have allowed for this in the “not to exceed” amount in the bond resolution. During 2019 the City will review the appropriate fund balances along with project costs to see if staff recommends financing with a bond sale along with the needed bond amount.

BUDGET IMPACT: If bonds are issued for this project the annual payments will be covered through the respective capital funding charges in place. City staff continue to review the revenue associated with the capital funding charges along with the expenditures associated with the debt and planned capital projects to ensure we maintain adequate fund balances.

RECOMMENDATION: Staff recommends the Waseca City Council Approve Resolution 19-05 for Declaration of Official Intent Regarding the Reimbursement of Expenditures with the Proceeds of Tax-Exempt Bonds.

RESOLUTION NO. 19-05

A RESOLUTION OF THE WASECA CITY COUNCIL RELATING TO FINANCING OF CERTAIN PROPOSED PROJECTS TO BE UNDERTAKEN BY THE CITY; ESTABLISHING COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS UNDER THE INTERNAL REVENUE CODE

BE IT RESOLVED by the City Council (the “Council”) of the City of Waseca, Minnesota (the “City”), as follows:

1. Recitals.

(a) The Internal Revenue Service has issued Section 1.150-2 of the Income Tax Regulations (the “Regulations”) dealing with the issuance of bonds, all or a portion of the proceeds of which are to be used to reimburse the City for project expenditures made by the City prior to the date of issuance.

(b) The Regulations generally require that the City make a declaration of its official intent to reimburse itself for such prior expenditures out of the proceeds of a subsequently issued series of bonds within 60 days after payment of the expenditures, that the bonds be issued and the reimbursement allocation be made from the proceeds of such bonds within the reimbursement period (as defined in the Regulations), and that the expenditures reimbursed be capital expenditures or costs of issuance of the bonds.

(c) The City desires to comply with requirements of the Regulations with respect to certain projects hereinafter identified.

2. Official Intent Declaration.

(a) The City proposes to make original expenditures with respect a street reconstruction project along and adjacent to 3rd Street NE between 4th Avenue NE and 11th Avenue NE, consisting of street and utilities reconstruction (collectively, the “Project”), pursuant to the City’s Street Reconstruction Plan, prior to the issuance of reimbursement bonds, and reasonably expects to issue reimbursement bonds for the Project in the maximum principal amount not to exceed \$1,500,000.

(b) Other than (i) de minimis amounts permitted to be reimbursed pursuant to Section 1.150-2(f)(1) of the Regulations or (ii) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, the City will not seek reimbursement for any original expenditures with respect to the foregoing projects paid more than 60 days prior to the date of adoption of this resolution. All original expenditures for which reimbursement is sought will be capital expenditures or costs of issuance of the reimbursement bonds.

3. Budgetary Matters.

As of the date hereof, there are no City funds reserved, pledged, allocated on a long term basis or otherwise set aside (or reasonably expected to be reserved, pledged, allocated on a long term basis or otherwise set aside) to provide permanent financing for the original expenditures related to the projects, other than pursuant to the issuance of the reimbursement bonds. Consequently, it is not expected that the issuance of the reimbursement bonds will result in the creation of any replacement proceeds.

4. Reimbursement Allocations.

The City's financial officer shall be responsible for making the "reimbursement allocations" described in the Regulations, being generally the transfer of the appropriate amount of proceeds of the reimbursement bonds to reimburse the source of temporary financing used by the City to make payment of the original expenditures relating to the projects. Each reimbursement allocation shall be made within 30 days of the date of issuance of the reimbursement bonds, shall be evidenced by an entry on the official books and records of the City maintained for the reimbursement bonds and shall specifically identify the original expenditures being reimbursed.

Adopted this 5th day of February, 2019.

R. D. SRP
MAYOR

ATTEST:

MIKE ANDERSON
ASSISTANT TO CITY MANAGER

Title:	RESOLUTION 19-06 FORMALLY ACCEPTING DONATIONS TO THE CITY OF WASECA IN CALENDAR YEAR 2018		
Meeting Date:	February 5, 2019	Agenda Item Number:	7C
Action:	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Resolution 19-06
Originating Department:	Finance	Presented By:	Finance Director
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to Approve Resolution 19-06 Formally Accepting Donations to the City of Waseca in Calendar Year 2018		
How does this item pertain to Vision 2030 goals?	Pillar – Create High Quality Community Assets Action Item – Updated Community Infrastructure – These donations provide additional amenities to open spaces or parks in Community. Pillar – Create a Vibrant Dynamic Community Action Item – Additional Community Programs Sponsored by Collaborating Organizations – These donations provide opportunities for Public Safety to provide more programs with the Schools and Community.		

BACKGROUND: The council is requested to recognize and formally accept donations received in 2018. The donations received are for specific purposes as designated by those who donate. The City has a process in place that ensures these donations are used for their intended purpose. In 2018 the City received the following donations:

<u>Received From</u>	<u>Amount</u>	<u>Donation Purpose</u>
VFW Post 1642	\$ 2,000.00	Fire Department
Itron	\$ 250.00	Sand for volleyball courts
Best of Waseca	\$ 80,769.17	Donation for TLCF
MN Community Foundation	\$ 2,025.00	Downtown Hanging Baskets
MN Community Foundation	\$ 1,558.00	Police Training
Wal-Mart Foundation	\$ 1,500.00	Police Shop With A Hero
Centerpoint Energy	\$ 2,000.00	Fire Safety Tools
Cinch Connectivity	\$ 1,000.00	Fire Safety Tools
Hy-vee	\$ 750.00	Fire Gas Alert Monitor
Rosemary Britton	\$ 25.00	Fire Department
Bernard Donelan	\$ 25.00	Fire Department
Gertrude Donelan	\$ 25.00	Fire Department
E.F Johnson Foundation	\$ 1,000.00	Connection supplies
First National Bank	\$ 2,500.00	Hartley hockey rink boards
Brian and Lori Weller	\$ 1,000.00	Hartley hockey rink boards
Mr. & Mrs. Robert Chaffin	\$ 500.00	Police safety programs
Carol Francis Memorial	\$ 404.00	Park bench on loon lake trail
Total	\$ 97,331.17	

BUDGET IMPACT: These donations will assist the City in providing the services as indicated above. Without these donations, many of the items listed may not have been available for the City

RECOMMENDATION: Staff is recommending Council Approve Resolution 19-06 Formally Accepting Donations to the City of Waseca in Calendar Year 2018.

RESOLUTION NO. 19-06

RESOLUTION FORMALLY ACCEPTING DONATIONS TO THE CITY OF WASECA IN CALENDAR YEAR 2018

WHEREAS, the City of Waseca appreciates receiving donations as an alternate form of revenue; and

WHEREAS, this additional revenue allows designated departments to access these donations; and

NOW THEREFORE, BE IT RESOLVED that the recitals set forth above are incorporated herein.

NOW THEREFORE, BE IT FURTHER RESOLVED that the Mayor and Council of the City of Waseca accept the following donations to the City of Waseca in 2018:

<u>Received From</u>	<u>Amount</u>	<u>Donation Purpose</u>
VFW Post 1642	\$ 2,000.00	Fire Department
Ittron	\$ 250.00	Sand for volleyball courts
Best of Waseca	\$ 80,769.17	Donation for TLCF
MN Community Foundation	\$ 2,025.00	Downtown Hanging Baskets
MN Community Foundation	\$ 1,558.00	Police Training
Wal-Mart Foundation	\$ 1,500.00	Police Shop With A Hero
Centerpoint Energy	\$ 2,000.00	Fire Safety Tools
Cinch Connectivity	\$ 1,000.00	Fire Safety Tools
Hy-vee	\$ 750.00	Fire Gas Alert Monitor
Rosemary Britton	\$ 25.00	Fire Department
Bernard Donelan	\$ 25.00	Fire Department
Gertrude Donelan	\$ 25.00	Fire Department
E.F Johnson Foundation	\$ 1,000.00	Connection supplies
First National Bank	\$ 2,500.00	Hartley hockey rink boards
Brian and Lori Weller	\$ 1,000.00	Hartley hockey rink boards
Mr. & Mrs. Robert Chaffin	\$ 500.00	Police safety programs
Carol Francis Memorial	\$ 404.00	Park bench on loon lake trail
Total	\$ 97,331.17	

Adopted this 5th Day of February 2019.

R.D. SRP
MAYOR

ATTEST:

MIKE ANDERSON
ASSISTANT TO THE CITY MANAGER

Title:	MOTION TO AUTHORIZE GRANT AGREEMENT WITH STATE OF MN FOR TINK LARSON FIELD		
Meeting Date:	February 5, 2019	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:	State Grant Agreement
Originating Department:	Finance	Presented By:	City Manager
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to Authorize Grant Agreement with State of MN for Tink Larson Field		
How does this item pertain to Vision 2030 goals?	Pillar – Create High Quality Community Assets		

BACKGROUND: The City Council authorized application for a State Special Appropriation Grant for Tink Larson Field at the July 18, 2017 Council Meeting. Since that time the City of Waseca has been awarded \$375,000 for the project.

As stated in the agreement:

“Under the provisions contained in Minnesota Session Laws, 2017, Chapter 8, Section 20, Subdivision 23 (the “G.O. Bonding Legislation”) the State of Minnesota has allocated \$375,000 (the “G.O. Grant”), which is to be given to the Public Entity as a grant to assist it in the construction of a new grandstand and athletic facilities at Tink Larson Field as authorized by such legislation.”

Staff has worked with the State on completing the agreement provided for your consideration. A few terms within the agreement for you to note:

Article IV – Sale (Conditions and proceeds)

Article V, Section 5.02 – Preservation of Tax Exempt Status

Article VII, Section 7.03 – Use, Maintenance, Repair and Alterations

BUDGET IMPACT: Once the agreement is executed by the City, staff will process the necessary requests to receive State payment of the funds. The funds have been expended with construction of the stadium, so the State proceeds will reimburse the City.

RECOMMENDATION: Staff recommends the Council Motion to Authorize Grant Agreement with State of MN for Tink Larson Field.

General Obligation Bond Proceeds

Grant Agreement - Construction Grant

for the

Tink Larson Field

Project

SPAP-17-0028-P-FY17

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General Obligation Bond Proceeds
Grant Agreement - Construction Grant
for the
Tink Larson Field
Project
SPAP-17-0028-P-FY17

THIS AGREEMENT shall be effective as of May 25, 2017, and is between the city of Waseca, a home rule charter city (the “Public Entity”), and the Department of Employment and Economic Development (the “State Entity”).

RECITALS

A. Under the provisions contained in City Charter of Waseca, Minnesota, Section 1.02, the Public Entity has been given the authority to have all powers which it may now or hereafter be possible for a municipal corporation in this state to exercise in harmony with the constitutions of this state and of the United States; and

B. Under the provisions contained in Minnesota Session Laws, 2017, Chapter 8, Section 20, Subdivision 23 (the “G.O. Bonding Legislation”) the State of Minnesota has allocated \$375,000 (the “G.O. Grant”), which is to be given to the Public Entity as a grant to assist it in the construction of a new grandstand and athletic facilities at Tink Larson Field as authorized by such legislation; and

C. Under the provisions contained in City Charter of Waseca, Minnesota, Section 8.01, the Public Entity has been given the authority to make any and every type of public improvement not forbidden by the laws of the state; (the “Governmental Program”) and

D. The monies allocated to fund the grant to the Public Entity are proceeds of state general obligation bonds authorized to be issued under Article XI, § 5(a) of the Minnesota Constitution; and

E. The Public Entity’s receipt and use of the G.O. Grant to acquire an ownership interest in and/or improve real property (the “Real Property”) and, if applicable, structures situated thereon (the “Facility”) will cause the Public Entity’s ownership interest in all of such real property and structures to become “state bond financed property”, as such term is used in Minn. Stat. § 16A.695 (the “G.O. Compliance Legislation”) and in that certain “Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property” executed by the Commissioner of Minnesota Management and Budget and dated July 30, 2012, as amended (the “Commissioner’s Order”), even though such funds may only be a portion of the funds being used to acquire such ownership interest and/or improve such real property and structures and that such funds may be used to only acquire such ownership interest and/or improve a part of such real property and structures.

F. The Public Entity and the State Entity desire to set forth herein the provisions relating to the granting of such monies and the disbursement thereof to the Public Entity, and the operation of the Real Property and, if applicable, Facility.

IN CONSIDERATION of the grant described and other provisions in this Agreement, the parties to this Agreement agree as follows.

Article I DEFINITIONS

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

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

“Agreement” - means this General Obligation Bond Proceeds Grant Agreement - Construction Grant for the Tink Larson Field Project, as such exists on its original date and any amendments, modifications or restatements thereof.

“Approved Debt” – means public or private debt of the Public Entity that is consented to and approved, in writing, by the Commissioner of MMB, the proceeds of which were or will be used to acquire an ownership interest in or improve the Real Property and, if applicable, Facility, other than the debt on the G.O. Bonds. Approved Debt includes, but is not limited to, all debt delineated in **Attachment III** to this Agreement; provided, however, the Commissioner of MMB is not bound by any amounts delineated in such attachment unless he/she has consented, in writing, to such amounts.

“Architect”, if any - means Kraus-Anderson, which will administer the Construction Contract Documents on behalf of the Public Entity.

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

“Commissioner of MMB” - means the commissioner of Minnesota Management and Budget, and any designated representatives thereof.

“Commissioner’s Order” - means that certain “Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property” executed by the Commissioner of Minnesota Management and Budget and dated July 30, 2012, as amended.

“Completion Date” – means May 2019, the date of projected completion of the Project.

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

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

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

“Counterparty” - means any entity with which the Public Entity contracts under a Use Contract. *This definition is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate the Real Property, and if applicable, Facility. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Declaration” - means a declaration, or declarations, in the form contained in **Attachment I** to this Agreement and all amendments thereto, indicating that the Public Entity’s ownership interest in the Real Property and, if applicable, Facility is bond financed property within the meaning of the G.O. Compliance Legislation and is subject to certain restrictions imposed thereby.

“Draw Requisition” - means a draw requisition that the Public Entity, or its designee, submits to the State Entity when an Advance is requested, as referred to in Section 6.02.

“Event of Default” - means one or more of those events delineated in Section 2.07.

“Facility”, if applicable, - means Tink Larson Field, which is located, or will be constructed and located, on the Real Property and all equipment that is a part thereof that was purchased with the proceeds of the G.O. Grant.

“Fair Market Value” – means either (i) the price that would be paid by a willing and qualified buyer to a willing and qualified seller as determined by an appraisal that assumes that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released, or (ii) the price bid by a purchaser under a public bid procedure after reasonable public notice, with the proviso that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released at the time of acquisition by the purchaser.

“G.O. Bonding Legislation” – means the legislation delineated in Recital B hereinabove as the G.O. Bonding Legislation.

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

“G.O. Compliance Legislation” - means Minn. Stat. § 16A.695 as such may subsequently be amended, modified or replaced from time to time unless such amendment, modification or replacement imposes an unconstitutional impairment of a contract right.

“G.O. Grant” - means a grant of monies from the State Entity to the Public Entity in the amount identified as the “G.O. Grant” in Recital B to this Agreement, as the amount thereof may be modified under the provisions contained herein.

“Governmental Program” – means the operation of the Real Property and, if applicable, Facility for the purpose specified and identified in Recital C of this Agreement as the Governmental Program.

“Initial Acquisition and Betterment Costs” – means the cost to acquire the Public Entity’s ownership interest in the Real Property and, if applicable, Facility if the Public Entity does not already possess the required ownership interest, and the costs of betterments of the Real Property and, if applicable, Facility; provided, however, the Commissioner of MMB is not bound by any specific amount of such alleged costs unless he/she has consented, in writing, to such amount.

“Inspecting Engineer”, if any - means the State Entity's construction inspector, or its designated consulting engineer.

“Leased/Easement Premises” - means the real estate and structures, if any, that are leased to the Public Entity under a Real Property/Facility Lease or granted to the Public Entity under an easement. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both is by way of a leasehold interest under a Real Property/Facility Lease or by way of an easement. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Lessor/Grantor” – means the fee owner/lessor or grantor of the Leased/Easement Premises. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both, is by way of a leasehold interest under a Real Property/Facility Lease or by way of an easement. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Outstanding Balance of the G.O. Grant” – means the portion of the G.O. Grant that has been disbursed to or on behalf of the Public Entity minus any portion thereof previously paid back to the Commissioner of MMB.

“Ownership Value”, if any – means the value, if any, of the Public Entity’s ownership interest in the Real Property and, if applicable, Facility that existed concurrent with the Public Entity’s execution of this Agreement. Such value shall be established by way of an appraisal or by such other manner as may be acceptable to the State Entity and the Commissioner of MMB. The parties hereto agree and acknowledge that such value is \$1,766,200 or ____ Not Applicable; provided, however, the Commissioner of MMB is not bound by any inserted dollar amount unless he/she has consented, in writing, to such amount. If no dollar amount is inserted and the blank “Not Applicable” is not checked, a rebuttable presumption that the Ownership Value is \$0.00 shall be created. *(The blank “Not Applicable” should only be selected and checked when a portion of the funds delineated in **Attachment III** attached hereto are to be used to acquire the Public Entity’s ownership interest in the Real Property and, if applicable, Facility, and in such event the value of such ownership interest should be shown in **Attachment III** and not in this definition for Ownership Value).*

“Project” - means the Public Entity’s acquisition, if applicable, of the ownership interests in the Real Property and, if applicable, Facility denoted in Section 2.02 along with the performance of activities denoted in Section 2.03. *(If the Public Entity is not using any portion of the G.O. Grant to acquire the ownership interest denoted in Section 2.02, then this definition for Project shall not include the acquisition of such ownership interest, and the value of such ownership interest shall not be included in **Attachment III** hereto and instead shall be included in the definition for Ownership Value under this Section.)*

“Public Entity” - means the entity identified as the “Public Entity” in the lead-in paragraph of this Agreement.

“Real Property” - means the real property located in the County of Waseca, State of Minnesota, legally described in **Attachment II** to this Agreement.

“Real Property/Facility Lease” - means a long-term lease of the Real Property, the Facility, if applicable, or both by the Public Entity as lessee thereunder. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both is a leasehold interest under a lease. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“State Entity” - means the entity identified as the “State Entity” in the lead-in paragraph of this Agreement.

“Subsequent Betterment Costs” – means the costs of betterments of the Real Property and, if applicable, Facility that occur subsequent to the date of this Agreement, are not part of the Project, would qualify as a public improvement of a capital nature (as such term is used in Minn. Constitution Art. XI, §5(a) of the Minnesota Constitution), and the cost of which has been established by way of written documentation that is acceptable to and approved, in writing, by the State Entity and the Commissioner of MMB.

“Use Contract” - means a lease, management contract or other similar contract between the Public Entity and any other entity that involves or relates to any part of the Real Property and/or, if applicable, Facility. *This definition is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate the Real Property and/or, if applicable, Facility. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Useful Life of the Real Property and, if applicable, Facility” – means the term set forth in Section 2.05.X, which was derived as follows: (i) 30 years for Real Property that has no structure situated thereon or if any structures situated thereon will be removed, and no new structures will be constructed thereon, (ii) the remaining useful life of the Facility as of the effective date of this Agreement for Facilities that are situated on the Real Property as of the date of this Agreement, that will remain on the Real Property, and that will not be bettered, or (iii) the useful life of the Facility after the completion of the construction or betterments for Facilities that are to be constructed or bettered.

Article II GRANT

Section 2.01 Grant of Monies. The State Entity shall make and issue the G.O. Grant to the Public Entity, and disburse the proceeds in accordance with the provisions of this Agreement. The G.O. Grant is not intended to be a loan even though the portion thereof that is disbursed may need to be returned to the State Entity or the Commissioner of MMB under certain circumstances.

Section 2.02 Public Ownership. The Public Entity acknowledges and agrees that the G.O. Grant is being funded with the proceeds of G.O. Bonds, and as a result thereof all of the Real Property and, if applicable, Facility must be owned by one or more public entities. Such ownership may be in the form of fee ownership, a Real Property/Facility Lease, or an easement. In order to establish that this public ownership requirement is satisfied, the Public Entity represents and warrants to the State Entity that it has, or will acquire, the following ownership interests in the Real Property and, if applicable, Facility, and, in addition, that it possess, or will possess, all easements necessary for the operation, maintenance and management of the Real Property and, if applicable, Facility in the manner specified in Section 2.04:

(Check the appropriate box for the Real Property and, if applicable, for the Facility.)

Ownership Interest in the Real Property.

☒ Fee simple ownership of the Real Property.

☐ A Real Property/Facility Lease for the Real Property that complies with the

— requirements contained in Section 2.06.
(If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)

☐ An easement for the Real Property that complies with the requirements contained in Section 2.06.
(If the term of the easement is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)

Ownership Interest in, if applicable, the Facility.

☒ Fee simple ownership of the Facility.

☐ A Real Property/Facility Lease for the Facility that complies with all of the requirements contained in Section 2.06.
(If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)

☐ Not applicable because there is no Facility.

Section 2.03 **Use of Grant Proceeds.** The Public Entity shall use the G.O. Grant solely to reimburse itself for expenditures it has already made, or will make, in the performance of the following activities, and may not use the G.O. Grant for any other purpose.

(Check all appropriate boxes.)

- ☐ Acquisition of fee simple title to the Real Property.
- ☐ Acquisition of a leasehold interest in the Real Property.
- ☐ Acquisition of an easement for the Real Property.
- ☐ Improvement of the Real Property.
- ☐ Acquisition of fee simple title to the Facility.
- ☐ Acquisition of a leasehold interest in the Facility.
- ☐ Construction of the Facility.
- ☒ Renovation of the Facility.



Section 2.04 **Operation of the Real Property and Facility.** The Real Property and, if applicable, Facility must be used by the Public Entity or the Public Entity must cause such Real Property and, if applicable, Facility to be used for the operation of the Governmental Program or for such other use as the Minnesota legislature may from time to time designate, and for no other purposes or uses.

The Public Entity may enter into Use Contracts with Counterparties for the operation of all or any portion of the Real Property and, if applicable, Facility; provided that all such Use Contracts must have been approved, in writing, by the Commissioner of MMB and fully comply with all of the provisions contained in Sections 3.01, 3.02 and 3.03.

The Public Entity must, whether it is operating the Real Property and, if applicable, Facility or has contracted with a Counterparty under a Use Contract to operate all or any portion of the Real Property and, if applicable, Facility, annually determine that the Real Property and, if applicable, Facility is being used for the purpose required by this Agreement, and shall annually supply a statement, sworn to before a notary public, to such effect to the State Entity and the Commissioner of MMB.

For those programs, if any, that the Public Entity will directly operate on all or any portion of the Real Property and, if applicable, Facility, the Public Entity covenants with and represents and warrants to the State Entity that: (i) it has the ability and a plan to fund such programs, (ii) it has demonstrated such ability by way of a plan that it submitted to the State Entity, and (iii) it will annually adopt, by resolution, a budget for the operation of such programs that clearly shows that forecast program revenues along with other funds available for the operation of such program will be equal to or greater than forecast program expenses for each fiscal year, and will supply to the State Entity and the Commissioner of MMB certified copies of such resolution and budget.

For those programs, if any, that will be operated on all or any portion of the Real Property and, if applicable, Facility by a Counterparty under a Use Contract, the Public Entity covenants with and represents and warrants to the State Entity that: (i) it will not enter into such Use Contract unless the Counterparty has demonstrated that it has the ability and a plan to fund such program, (ii) it will require the Counterparty to provide an initial program budget and annual program budgets that clearly show that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses for each fiscal year, (iii) it will promptly review all submitted program budgets to determine if such budget clearly and accurately shows that the forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses for each fiscal year, (iv) it will reject any program budget that it believes does not accurately reflect forecast program revenues or expenses or does not show that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses, and require the Counterparty to prepare and submit a revised program budget, and (v) upon receipt of a program budget that it believes

accurately reflects forecast program revenues and expenses and that shows that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses, it will approve such budget by resolution and supply to the State Entity and the Commissioner of MMB certified copies of such resolution and budget.

Section 2.05 **Public Entity Representations and Warranties.** The Public Entity further covenants with, and represents and warrants to the State Entity as follows:

A. It has legal authority to enter into, execute, and deliver this Agreement, the Declaration, and all documents referred to herein, and it has taken all actions necessary to its execution and delivery of such documents.

B. It has legal authority to use the G.O. Grant for the purpose or purposes described in Recital B of this Agreement.

C. It has legal authority to operate the Governmental Program.

D. This Agreement, the Declaration, and all other documents referred to herein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.

E. It will comply with all of the terms, conditions, provisions, covenants, requirements, and warranties in this Agreement, the Declaration, and all other documents referred to herein.

F. It will comply with all of the provisions and requirements contained in and imposed by the G.O. Compliance Legislation, the Commissioner's Order, and the G.O. Bonding Legislation.

G. It has made no material false statement or misstatement of fact in connection with its receipt of the G.O. Grant, and all of the information it has submitted or will submit to the State Entity or Commissioner of MMB relating to the G.O. Grant or the disbursement of any of the G.O. Grant is and will be true and correct.

H. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions, suits, or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property and, if applicable, Facility, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Agreement, the Declaration, or any document referred to herein, or to perform any of the acts required of it in such documents.

I. Neither the execution and delivery of this Agreement, the Declaration, or any document referred to herein nor compliance with any of the terms, conditions, requirements, or

provisions contained in any of such documents is prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement or document to which it is now a party or by which it is bound.

J. The contemplated use of the Real Property and, if applicable, Facility will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

K. The Project will be completed in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Project.

L. All applicable licenses, permits and bonds required for the performance and completion of the Project have been, or will be, obtained.

M. All applicable licenses, permits and bonds required for the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04 have been, or will be, obtained.

N. It will operate, maintain, and manage the Real Property and, if applicable, Facility or cause the Real Property and, if applicable, Facility, to be operated, maintained and managed in compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Real Property and, if applicable, Facility.

O. It will fully enforce the terms and conditions contained in any Use Contract.

P. It has complied with the matching funds requirement, if any, contained in Section 7.23.

Q. It will not, without the prior written consent of the State Entity and the Commissioner of MMB, allow any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested to be created or exist against the Public Entity's ownership interest in the Real Property or, if applicable, Facility, or the Counterparty's interest in the Use Contract, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent to any such lien or encumbrance that secures the repayment of a loan the repayment of which will not impair or burden the funds needed to operate the Real Property and, if applicable, Facility in the manner specified in Section 2.04, and for which the entire amount is used (i) to acquire additional real estate that is needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04 and will be included in and as part of the Public Entity's ownership interest in the Real Property and, if applicable, Facility, and/or (ii) to pay for capital improvements that are needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

R. It reasonably expects to possess the ownership interest in the Real Property and, if applicable, Facility described Section 2.02 for the entire Useful Life of the Real Property and, if applicable, Facility, and it does not expect to sell such ownership interest.

S. It does not reasonably expect to receive payments under a Use Contract in excess of the amount the Public Entity needs and is authorized to use to pay the operating expenses of the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract or to pay the principal, interest, redemption premiums, and other expenses on any Approved Debt.

T. It will supply, or cause to be supplied, whatever funds are needed above and beyond the amount of the G.O. Grant to complete and fully pay for the Project.

U. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date, and all such items along with, if applicable, the Facility will be situated entirely on the Real Property.

V. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.

W. It has or will promptly record a fully executed Declaration with the appropriate governmental office and deliver a copy thereof to the State Entity and to Minnesota Management and Budget (attention: Capital Projects Manager) that contains all of the recording information.

X. The Useful Life of the Real Property and, if applicable, Facility is 50 years.

Y. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either the State Entity or the Commissioner of MMB.

Section 2.06 Ownership by Leasehold or Easement. *This Section shall only apply if the Public Entity's ownership interest in the Real Property, the Facility, if applicable, or both is by way of a Real Property/Facility Lease or an easement. For all other circumstances this Section is not needed and should be ignored and treated as if it were left blank, and any reference to this Section in this Agreement shall be ignored and treated as if the reference did not exist.*

A. A Real Property/Facility Lease or easement must comply with the following provisions.

1. It must be in form and contents acceptable to the Commissioner of MMB, and specifically state that it may not be modified, restated, amended, changed in any way, or prematurely terminated or cancelled without the prior written consent and authorization by the Commissioner of MMB.

2. It must be for a term that is equal to or greater than 125% of the Useful Life of the Real Property and, if applicable, Facility, or such other period of time specifically authorized by a Minnesota statute, rule or session law.

3. Any payments to be made under it by the Public Entity, whether designated as rent or in any other manner, must be by way of a single lump sum payment that is due and payable on the date that it is first made and entered into.

4. It must not contain any requirements or obligations of the Public Entity that if not complied with could result in a termination thereof.

5. It must contain a provision that provides sufficient authority to allow the Public Entity to operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

6. It must not contain any provisions that would limit or impair the Public Entity's operation of the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

7. It must contain a provision that prohibits the Lessor/Grantor from creating or allowing, without the prior written consent of the State Entity and the Commissioner of MMB, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Leased/Easement Premises or the Lessor's/Grantor's interest in the Real Property/Facility Lease or easement, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent to any such lien or encumbrance if the holder of such lien or encumbrance executes and files of record a document under which such holder subordinates such lien or encumbrance to the Real Property/Facility Lease or easement and agrees that upon foreclosure of such lien or encumbrance to be bound by and comply with all of the terms, conditions and covenants contained in the Real Property/Facility Lease or easement as if such holder had been an original Lessor/Grantor under the Real Property/Facility Lease or easement.

8. It must acknowledge the existence of this Agreement and contain a provision that the terms, conditions and provisions contained in this Agreement shall control over any inconsistent or contrary terms, conditions and provisions contained in the Real Property/Facility Lease or easement.

9. It must provide that any use restrictions contained therein only apply as long as the Public Entity is the lessee under the Real Property/Facility Lease or grantee under the easement, and that such use restrictions will terminate and not apply to any successor lessee or grantee who purchases the Public Entity's ownership interest in the Real Property/Facility Lease or easement. Provided, however, it may contain a provisions that limits the construction of any new structures on the Real Property or modifications of

any existing structures on the Real Property without the written consent of Lessor/Grantor, which will apply to any such successor lessee or grantee.

10. It must allow for a transfer thereof in the event that the lessee under the Real Property/Lease or grantee under the easement makes the necessary determination to sell its interest therein, and allow such interest to be transferred to the purchaser of such interest.

11. It must contain a provision that prohibits and prevents the sale of the underlying fee interest in the Real Property and, if applicable, Facility without first obtaining the written consent of the Commissioner of MMB.

12. The Public Entity must be the lessee under the Real Property/Lease or grantee under the easement.

B. The provisions contained in this Section are not intended to and shall not prevent the Public Entity from including additional provisions in the Real Property/Facility Lease or easement that are not inconsistent with or contrary to the requirements contained in this Section.

C. The expiration of the term of a Real Property/Facility Lease or easement shall not be an event that requires the Public Entity to reimburse the State Entity for any portion of the G.O. Grant, and upon such expiration the Public Entity's ownership interest in the Real Property and, if applicable, Facility shall no longer be subject to this Agreement.

D. The Public Entity shall fully and completely comply with all of the terms, conditions and provisions contained in a Real Property/Facility Lease or easement, and shall obtain and file, in the Office of the County Recorder or the Registrar of Titles, whichever is applicable, the Real Property/Facility Lease or easement or a short form or memorandum thereof.

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

A. If any representation, covenant, or warranty made by the Public Entity in this Agreement, in any Draw Requisition, in any other document furnished pursuant to this Agreement, or in order to induce the State Entity to disburse any of the G.O. Grant, shall

prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

B. If the Public Entity fails to fully comply with any provision, term, condition, covenant, or warranty contained in this Agreement, the Declaration, or any other document referred to herein.

C. If the Public Entity fails to fully comply with any provision, term, condition, covenant or warranty contained in the G.O. Compliance Legislation, the Commissioner's Order, or the G.O. Bonding Legislation.

D. If the Public Entity fails to complete the Project, or cause the Project to be completed, by the Completion Date.

E. If the Public Entity fails to provide and expend the full amount of the matching funds, if any, required under Section 7.23 for the Project.

F. If the Public Entity fails to record the Declaration and deliver copies thereof as set forth in Section 2.05.W.

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

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

A. The State Entity may refrain from disbursing the G.O. Grant; provided, however, the State Entity may make such disbursements after the occurrence of an Event of Default without thereby waiving its rights and remedies hereunder.

B. If the Event of Default involves a failure to comply with any of the provisions contained herein other than the provisions of Sections 4.01 or 4.02, then the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the Outstanding Balance of the G.O. Grant be returned to it, and upon such demand the Public Entity shall return such amount to the Commissioner of MMB.

C. If the Event of Default involves a failure to comply with the provisions of Sections 4.01 or 4.02, then the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the Public Entity pay the amounts that would have been paid if there had been full and complete compliance with such provisions, and upon such demand the Public Entity shall pay such amount to the Commissioner of MMB.

D. Either the State Entity or the Commissioner of MMB, as a third party beneficiary of this Agreement, may enforce any additional remedies they may have in law or equity.

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

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained in this Agreement within 30 days of demand by the Commissioner of MMB, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor of the State Entity and/or the Commissioner of MMB, then such amount may, unless precluded by law, be taken from or off-set against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 Notification of Event of Default. The Public Entity shall furnish to the State Entity and the Commissioner of MMB, as soon as possible and in any event within 7 days after it has obtained knowledge of the occurrence of each Event of Default or each event which with the giving of notice or lapse of time or both would constitute an Event of Default, a statement setting forth details of each Event of Default or event which with the giving of notice or upon the lapse of time or both would constitute an Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.10 Survival of Event of Default. This Agreement shall survive any and all Events of Default and remain in full force and effect even upon the payment of any amounts due under this Agreement, and shall only terminate in accordance with the provisions contained in Section 2.12 and at the end of its term in accordance with the provisions contained in Section 2.11.

Section 2.11 Term of Grant Agreement. This Agreement shall, unless earlier terminated in accordance with any of the provisions contained herein, remain in full force and effect for the time period starting on the effective date hereof and ending on the date that corresponds to the date established by adding a time period equal to 125% of Useful Life of the Real Property and, if applicable, Facility to the date on which the Real Property and, if applicable, Facility is first used for the operation of the Governmental Program after such effective date. If there are no uncured Events of Default as of such date this Agreement shall terminate and no longer be of any force or effect, and the Commissioner of MMB shall execute whatever documents are needed to release the Real Property and, if applicable, Facility from the effect of this Agreement and the Declaration.

Section 2.12 Modification and/or Early Termination of Grant. If the Project is not started on or before the date that is 5 years from the effective date of this Agreement or all of the G.O. Grant has not been disbursed as of the date that is 4 years from the date on which the Project is started, or such later dates to which the Public Entity and the State Entity may agree in writing, then the State Entity's obligation to fund the G.O. Grant shall terminate. In such event, (i) if none of the G.O. Grant has been disbursed by such dates then the State Entity's obligation to fund any portion of the G.O. Grant shall terminate and this Agreement shall terminate and no longer be of any force or effect, and (ii) if some but not all of the G.O. Grant has been disbursed by such dates then the State Entity shall have no further obligation to provide any additional funding for the G.O. Grant and this Agreement shall remain in full force and effect but shall be modified and amended to

reflect the amount of the G.O. Grant that was actually disbursed as of such date. This provision shall not, in any way, affect the Public Entity's obligation to complete the Project by the Completion Date.

This Agreement shall also terminate and no longer be of any force or effect upon the Public Entity's sale of its ownership interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01 and transmittal of all or a portion of the proceeds of such sale to the Commissioner of MMB in compliance with the provisions contained in Section 4.02, or upon the termination of Public Entity's ownership interest in the Real Property and, if applicable, Facility if such ownership interest is by way of an easement or under a Real Property/Facility Lease. Upon such termination the State Entity shall execute, or have executed, and deliver to the Public Entity such documents as are required to release the Public Entity's ownership interest in the Real Property and, if applicable, Facility, from the effect of this Agreement and the Declaration.

Section 2.13 Excess Funds. If the full amount of the G.O. Grant and any matching funds referred to in Section 7.23 are not needed to complete the Project, then, unless language in the G.O. Bonding Legislation indicates otherwise, the G.O. Grant shall be reduced by the amount not needed.

Article III USE CONTRACTS

This Article III and its contents is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate any portion of the Real Property, and if applicable, Facility. For all other circumstances this Article III and its contents are not needed and should be ignored and treated as if it were left blank, and any reference to this Article III, its contents, and the term Use Contract in this Agreement shall be ignored and treated as if the references did not exist.

Section 3.01 General Provisions. If the Public Entity has statutory authority to enter into a Use Contract, then it may enter into Use Contracts for various portions of the Real Property and, if applicable, Facility; provided that each and every Use Contract that the Public Entity enters into must comply with the following requirements:

- A. The purpose for which it was entered into must be to operate the Governmental Program in the Real Property and, if applicable, Facility.
- B. It must contain a provision setting forth the statutory authority under which the Public Entity is entering into such contract, and must comply with the substantive and procedural provisions of such statute.
- C. It must contain a provision stating that it is being entered into in order for the Counterparty to operate the Governmental Program and must describe such program.
- D. It must contain a provision that will provide for oversight by the Public Entity. Such oversight may be accomplished by way of a provision that will require the Counterparty

to provide to the Public Entity: (i) an initial program evaluation report for the first fiscal year that the Counterparty will operate the Governmental Program, (ii) program budgets for each succeeding fiscal year showing that forecast program revenues and additional revenues available for the operation of the Governmental Program (from all sources) by the Counterparty will equal or exceed expenses for such operation for each succeeding fiscal year, and (iii) a mechanism under which the Public Entity will annually determine that the Counterparty is using the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract to operate the Governmental Program.

E. It must allow for termination by the Public Entity in the event of a default thereunder by the Counterparty, or in the event that the Governmental Program is terminated or changed in a manner that precludes the operation of such program in the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract.

F. It must terminate upon the termination of the statutory authority under which the Public Entity is operating the Governmental Program.

G. It must require the Counterparty to pay all costs of operation and maintenance of that portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract, unless the Public Entity is authorized by law to pay such costs and agrees to pay such costs.

H. If the Public Entity pays monies to a Counterparty under a Use Contract, such Use Contract must meet the requirements of Rev. Proc. 97-13, 1997-1 CB 632, so that such Use Contract does not result in “private business use” under Section 141(b) of the Code.

I. It must be approved, in writing, by the Commissioner of MMB, and any Use Contract that is not approved, in writing, by the Commissioner of MMB shall be null and void and of no force or effect.

J. It must contain a provision requiring that each and every party thereto shall, upon direction by the Commissioner of MMB, take such actions and furnish such documents to the Commissioner of MMB as the Commissioner of MMB determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal income taxation.

K. It must contain a provision that prohibits the Counterparty from creating or allowing, without the prior written consent of the State Entity and the Commissioner of MMB, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Real Property or, if applicable, Facility, the Public Entity’s ownership interest in the Real Property or, if applicable, Facility, or the Counterparty’s interest in the Use Contract, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent, in writing, to any such lien or encumbrance that secures the repayment of a loan the repayment of which will not impair or burden the funds needed to operate the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract in the manner specified in Section 2.04 and for which

the entire amount is used (i) to acquire additional real estate that is needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04 and will be included in and as part of the Public Entity's ownership interest in the Real Property and, if applicable, Facility, and/or (ii) to pay for capital improvements that are needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

L. If the amount of the G.O. Grant exceeds \$200,000.00, then it must contain a provision requiring the Counterparty to list any vacant or new positions it may have with state workforce centers as required by Minn. Stat. § 116L.66, as it may be amended, modified or replaced from time to time, for the term of the Use Contract.

M. It must contain a provision that clearly states that the Public Entity is not required to renew the Use Contract beyond the original term thereof and that the Public Entity may, at its sole option and discretion, allow the Use Contract to expire at the end of its original term and thereafter directly operate the governmental program in the Real Property and, if applicable, Facility or contract with some other entity to operate the governmental program in the Real Property and, if applicable, Facility.

Section 3.02 Initial Term and Renewal. The initial term for a Use Contract may not exceed the lesser of (i) 50% of the Useful Life of the Real Property and, if applicable, Facility for the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract, or (ii) the shortest term of the Public Entity's ownership interest in the Real Property and, if applicable, Facility.

A Use Contract may allow for renewals beyond its initial term on the conditions that (a) the term of any renewal may not exceed the initial term, (b) the Public Entity must make a determination that renewal will continue to carry out the Governmental Program and that the Counterparty is suited and able to perform the functions contained in Use Contract that is to be renewed, (c) the Use Contract may not include any provisions that would require, either directly or indirectly, the Public Entity to either make the determination referred to in this Section or to renew the Use Contract with the Counterparty after the expiration of the initial term or any renewal term, and (d) no such renewal may occur prior to the date that is 6 months prior to the date on which the Use Contract is scheduled to terminate. Provided, however, notwithstanding anything to the contrary contained herein the Public Entity's voluntary agreement to reimburse the Counterparty for any investment that the Counterparty provided for the acquisition or betterment of the Real Property and, if applicable, Facility that is the subject of the Use Contract if the Public Entity does not renew a Use Contract if requested by the Counterparty is not deemed to be a provision that directly or indirectly requires the Public Entity to renew such Use Contract.

Section 3.03 Reimbursement of Counterparty. A Use Contract may but need not contain, at the sole option and discretion of the Public Entity, a provision that requires the Public Entity to reimburse the Counterparty for any investment that the Counterparty provided for the acquisition or betterment of the Real Property and, if applicable, Facility that is the subject of the Use Contract if the Public Entity does not renew a Use Contract if requested by the Counterparty. If

agreed to by the Public Entity, such reimbursement shall be on terms and conditions agreed to by the Public Entity and the Counterparty.

Section 3.04 Receipt of Monies Under a Use Contract. The Public Entity does not anticipate the receipt of any funds under a Use Contract, provided, however, if the Public Entity does receive any monies under a Use Contract in excess of the amount the Public Entity needs and is authorized to use to pay the operating expenses of the portion of the Real Property and, if applicable, Facility that is the subject of a Use Contract, and to pay the principal, interest, redemption premiums, and other expenses on Approved Debt, then a portion of such excess monies must be paid by the Public Entity to the Commissioner of MMB. The portion of such excess monies that the Public Entity must and shall pay to the Commissioner of MMB shall be determined by the Commissioner of MMB, and absent circumstances which would indicate otherwise such portion shall be determined by multiplying such excess monies by a fraction the numerator of which is the G.O. Grant and the denominator of which is sum of the G.O. Grant and the Approved Debt.

Article IV SALE

Section 4.01 Sale. The Public Entity shall not sell any part of its ownership interest in the Real Property and, if applicable, Facility unless all of the following provisions have been complied with fully.

A. The Public Entity determines, by official action, that such ownership interest is no longer usable or needed for the operation of the Governmental Program, which such determination may be based on a determination that the portion of the Real Property or, if applicable, Facility to which such ownership interest applies is no longer suitable or financially feasible for such purpose.

B. The sale is made as authorized by law.

C. The sale is for Fair Market Value.

D. The written consent of the Commissioner of MMB has been obtained.

The acquisition of the Public Entity's ownership interest in the Real Property and, if applicable, Facility at a foreclosure sale, by acceptance of a deed-in-lieu of foreclosure, or enforcement of a security interest in personal property used in the operation thereof, by a lender that has provided monies for the acquisition of the Public Entity's ownership interest in or betterment of the Real Property and, if applicable, Facility shall not be considered a sale for the purposes of this Agreement if after such acquisition the lender operates such portion of the Real Property and, if applicable, Facility in a manner which is not inconsistent with the requirements imposed under Section 2.04 and the lender uses its best efforts to sell such acquired interest to a third party for Fair Market Value. The lender's ultimate sale or disposition of the acquired interest in the Real Property and, if applicable, Facility shall be deemed to be a sale for the purposes of this Agreement, and the proceeds thereof shall be disbursed in accordance with the provisions contained in Section 4.02.

The Public Entity may participate in any public auction of its ownership interest in the Real Property and, if applicable, Facility and bid thereon; provided that the Public Entity agrees that if it is the successful purchaser it will not use any part of the Real Property or, if applicable, Facility for the Governmental Program.

Section 4.02 Proceeds of a Sale. Upon the sale of the Public Entity's ownership interest in the Real Property and, if applicable, Facility the proceeds thereof after the deduction of all costs directly associated and incurred in conjunction with such sale and such other costs that are approved, in writing, by the Commissioner of MMB, but not including the repayment of any debt associated with the Public Entity's ownership interest in the Real Property and, if applicable, Facility, shall be disbursed in the following manner and order.

A. The first distribution shall be to the Commissioner of MMB in an amount equal to the Outstanding Balance of the G.O. Grant, and if the amount of such net proceeds shall be less than the amount of the Outstanding Balance of the G.O. Grant then all of such net proceeds shall be distributed to the Commissioner of MMB.

B. The remaining portion, after the distribution specified in Section 4.02A, shall be distributed to (i) pay in full any outstanding Approved Debt, (ii) reimburse the Public Entity for its Ownership Value, and (iii) to pay interested public and private entities, other than any such entity that has already received the full amount of its contribution (such as the State Entity under Section 4.02.A and the holders of Approved Debt paid under this Section 4.02.B), the amount of money that such entity contributed to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs. If such remaining portion is not sufficient to reimburse interested public and private entities for the full amount that such entities contributed to the acquisition or betterment of the Real Property and, if applicable, Facility, then the amount available shall be distributed as such entities may agree in writing and if such entities cannot agree by an appropriately issued court order.

C. The remaining portion, after the distributions specified in Sections 4.02.A and B, shall be divided and distributed to the State Entity, the Public Entity, and any other public and private entity that contributed funds to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs, other than lenders who supplied any of such funds, in proportion to the contributions that the State Entity, the Public Entity, and such other public and private entities made to the acquisition and betterment of the Real Property and, if applicable, Facility as such amounts are part of the Ownership Value, Initial Acquisition and Betterment Costs, and Subsequent Betterment Costs.

The distribution to the State Entity shall be made to the Commissioner of MMB, and the Public Entity may direct its distribution to be made to any other entity including, but not limited to, a Counterparty.

All amounts to be disbursed under this Section 4.02 must be consented to, in writing, by the Commissioner of MMB, and no such disbursements shall be made without such consent.

The Public Entity shall not be required to pay or reimburse the State Entity or the Commissioner of MMB for any funds above and beyond the full net proceeds of such sale, even if such net proceeds are less than the amount of the Outstanding Balance of the G.O. Grant.

Article V

COMPLIANCE WITH G.O. COMPLIANCE LEGISLATION AND THE COMMISSIONER'S ORDER

Section 5.01 State Bond Financed Property. The Public Entity and the State Entity acknowledge and agree that the Public Entity's ownership interest in the Real Property and, if applicable, Facility is, or when acquired by the Public Entity will be, "state bond financed property", as such term is used in the G.O. Compliance Legislation and the Commissioner's Order, and, therefore, the provisions contained in such statute and order apply, or will apply, to the Public Entity's ownership interest in the Real Property and, if applicable, Facility and any Use Contracts relating thereto.

Section 5.02 Preservation of Tax Exempt Status. In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

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

B. It will deposit into and hold all of the G.O. Grant that it receives under this Agreement in a segregated non-interest bearing account until such funds are used for payments for the Project in accordance with the provisions contained herein.

C. It will, upon written request, provide the Commissioner of MMB all information required to satisfy the informational requirements set forth in the Code including, but not limited to, Sections 103 and 148 thereof, with respect to the G.O. Bonds.

D. It will, upon the occurrence of any act or omission by the Public Entity or any Counterparty that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner of MMB, take such actions and furnish such documents as the Commissioner of MMB determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include either: (i) compliance with proceedings intended to classify the G.O. Bonds as a "qualified bond" within the meaning of Section 141(e) of the Code, (ii) changing the nature or terms of the Use Contract so that it complies with Revenue Procedure 97-13, 1997-1 CB 632, or (iii) changing the nature of the use of the Real Property or, if applicable, Facility so that none of the net proceeds of the G.O. Bonds will be used, directly or indirectly, in an "unrelated

trade or business” or for any “private business use” (within the meaning of Sections 141(b) and 145(a) of the Code), or (iv) compliance with other Code provisions, regulations, or revenue procedures which amend or supersede the foregoing.

E. It will not otherwise use any of the G.O. Grant, including earnings thereon, if any, or take or permit to or cause to be taken any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, nor omit to take any action necessary to maintain such tax exempt status, and if it should take, permit, omit to take, or cause to be taken, as appropriate, any such action, it shall take all lawful actions necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof.

Section 5.03 Changes to G.O. Compliance Legislation or the Commissioner’s Order. In the event that the G.O. Compliance Legislation or the Commissioner’s Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity’s ownership interest in the Real Property or, if applicable, Facility is exempt from the G.O. Compliance Legislation and the Commissioner’s Order, then upon written request by the Public Entity the State Entity shall enter into and execute an amendment to this Agreement to implement herein such amendment to or exempt the Public Entity’s ownership interest in the Real Property and, if applicable, Facility from the G.O. Compliance Legislation or the Commissioner’s Order.

Article VI DISBURSEMENT OF GRANT PROCEEDS

Section 6.01 The Advances. The State Entity agrees, on the terms and subject to the conditions set forth herein, to make Advances from the G.O. Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the G.O. Grant. If the amount of G.O. Grant that the State Entity cumulatively disburses hereunder to the Public Entity is less than the amount of the G.O. Grant delineated in Section 1.01, then the State Entity and the Public Entity shall enter into and execute whatever documents the State Entity may request in order to amend or modify this Agreement to reduce the amount of the G.O. Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, the State Entity’s obligation to make Advances shall terminate as of the dates specified in such Section even if the entire G.O. Grant has not been disbursed by such dates.

Advances shall only be for expenses that (i) are for those items of a capital nature for the Project, (ii) accrued no earlier than the effective date of the G.O. Bonding Legislation, or (iii) have otherwise been consented to, in writing, by the State Entity and the Commissioner of MMB.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 7.23. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 7.23 that have been disbursed as of such point in time. This requirement is expressed by way of the following two formulas:

Formula #1

Cumulative Advances \leq (G.O. Grant) \times (percentage of matching funds, if any, required under Section 7.23 that have been disbursed)

Formula #2

Cumulative Advances \leq (G.O. Grant) \times (percentage of Project completed)

Section 6.02 Draw Requisitions. Whenever the Public Entity desires a disbursement of a portion of the G.O. Grant, which shall be no more often than once each calendar month, the Public Entity shall submit to the State Entity a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition shall be submitted on or between the 1st day and the 15th day of the month in which an Advance is requested, and shall be submitted at least 7 calendar days before the date the Advance is desired. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and the State Entity, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to the State Entity, less (iii) any applicable retainage, and less (iv) all prior Advances.

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

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

At the time of submission of the final Draw Requisition which shall not be submitted before completion of the Project, including all landscape requirements and off-site utilities and streets needed for access to the Real Property and, if applicable, Facility and correction of material defects in workmanship or materials (other than the completion of punch list items) as provided in the Construction Contract Documents, the Public Entity shall submit to the State Entity: (i) such supporting evidence as may be requested by the State Entity to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities, and that all requisite certificates of occupancy and other approvals have been issued.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and the State Entity approves the relevant Draw Requisition and receives a current construction report from the Inspecting Engineer recommending payment, then the State Entity shall disburse the amount of the requested Advance to the Public Entity.

Section 6.03 **Additional Funds.** If the State Entity shall at any time in good faith determine that the sum of the undisbursed amount of the G.O. Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then the State Entity may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in the State Entity's notice.

Section 6.04 **Conditions Precedent to Any Advance.** The obligation of the State Entity to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

A. The State Entity shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the amount of the G.O. Grant delineated in Section 1.01.

B. The State Entity shall have either received a duly executed Declaration that has been duly recorded in the appropriate governmental office, with all of the recording information displayed thereon, or evidence that such Declaration will promptly be recorded and delivered to the State Entity.

C. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that (i) the Public Entity has legal authority to and has taken all actions necessary to enter into this Agreement and the Declaration, and (ii) this Agreement and the Declaration are binding on and enforceable against the Public Entity.

D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has sufficient funds to fully and completely pay for the Project and all other expenses that may occur in conjunction therewith.

E. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity is in compliance with the matching funds requirements, if any, contained in Section 7.23.

F. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, showing that the Public Entity possesses the ownership interest delineated in Section 2.02.

G. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Real Property and, if applicable, Facility, and the contemplated use thereof are permitted by and will comply with all applicable use or other restrictions and requirements imposed by applicable zoning ordinances or regulations, and, if required by law, have been duly approved by the applicable municipal or governmental authorities having jurisdiction thereover.

H. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that all applicable and required building permits, other permits, bonds and licenses necessary for the Project have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

I. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that all applicable and required permits, bonds and licenses necessary for the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04 have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

J. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Project will be completed in a manner that will allow the Real Property and, if applicable, Facility to be operated in the manner specified in Section 2.04.

K. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has the ability and a plan to fund the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04.

L. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the insurance requirements under Section 7.01 have been satisfied.

M. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, of compliance with the provisions and requirements specified in Section 7.10 and all additional applicable provisions and requirements, if any, contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time. Such evidence shall include, but not be limited to, evidence that: (i) the predesign package referred to in Section 7.10.B has, if required, been reviewed by and received a favorable recommendation from the Commissioner of Administration for the State of Minnesota, (ii) the program plan and cost estimates referred to in Section 7.10.C have, if required, received a recommendation by the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee, and (iii) the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota Senate Capital Investment Committee have, if required, been notified pursuant to Section 7.10.G.

N. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.

O. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Contractor will complete the Construction Items substantially in conformance with the Construction Contract Documents and pay all amounts lawfully owing to all laborers and materialmen who worked on the Construction Items or supplied materials therefor, other than amounts being contested in good faith. Such evidence may be in the form of payment and performance bonds in amounts equal to or greater than the amount of the fixed price or guaranteed maximum price contained in the Construction Contract Documents that name the State Entity and the Public Entity dual obligees thereunder, or such other evidence as may be acceptable to the Public Entity and the State Entity.

P. No determination shall have been made by the State Entity that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 6.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to the State Entity that sufficient funds are available.

Q. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require.

Section 6.05 Construction Inspections. The Public Entity and the Architect, if any, shall be responsible for making their own inspections and observations of the Construction Items, and shall determine to their own satisfaction that the work done or materials supplied by the Contractors to whom payment is to be made out of each Advance has been properly done or supplied in accordance with the Construction Contract Documents. If any work done or materials supplied by a Contractor are not satisfactory to the Public Entity or the Architect, if any, or if a Contractor is not in material compliance with the Construction Contract Documents in any respect, then the Public Entity shall immediately notify the State Entity, in writing. The State Entity and the Inspecting Engineer, if any, may conduct such inspections of the Construction Items as either may deem necessary for the protection of the State Entity's interest, and that any inspections which may be made of the Project by the State Entity or the Inspecting Engineer, if any, are made and all certificates issued by the Inspecting Engineer, if any, will be issued solely for the benefit and protection of the State Entity, and the Public Entity will not rely thereon.

Article VII MISCELLANEOUS

Section 7.01 Insurance. The Public Entity shall, upon acquisition of the ownership interest delineated in Section 2.02, insure the Facility, if such exists, in an amount equal to the full insurable value thereof (i) by self insuring under a program of self insurance legally adopted, maintained and adequately funded by the Public Entity, or (ii) by way of builders risk insurance and fire and extended coverage insurance with a deductible in an amount acceptable to the State Entity under which the State Entity and the Public Entity are named as loss payees. If damages which are covered by such required insurance occur, then the Public Entity shall, at its sole option and discretion, either: (y) use or cause the insurance proceeds to be used to fully or partially repair such

damage and to provide or cause to be provided whatever additional funds that may be needed to fully or partially repair such damage, or (z) sell its ownership interest in the damaged Facility and portion of the Real Property associated therewith in accordance with the provisions contained in Section 4.01.

If the Public Entity elects to only partially repair such damage, then the portion of the insurance proceeds not used for such repair shall be applied in accordance with the provisions contained in Section 4.02 as if the Public Entity's ownership interest in the Real Property and Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Public Entity's ownership interest in the Real Property and Facility. If the Public Entity elects to sell its ownership interest in the damaged Facility and portion of the Real Property associated therewith, then such sale must occur within a reasonable time period from the date the damage occurred and the cumulative sum of the insurance proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 4.02, with the insurance proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

The State Entity agrees to and will assign or pay over to the Public Entity all insurance proceeds it receives so that the Public Entity can comply with the requirements that this Section imposes thereon as to the use of such insurance proceeds.

If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property and, if applicable, Facility, then the Public Entity shall have the State Entity named as an additional named insured therein.

The Public Entity may require a Counterparty to provide and maintain any or all of the insurance required under this Section; provided that the Public Entity continues to be responsible for the providing of such insurance in the event that the Counterparty fails to provide or maintain such insurance.

At the written request of either the State Entity or the Commissioner of MMB, the Public Entity shall promptly furnish to the requesting entity all written notices and all paid premium receipts received by the Public Entity regarding the required insurance, or certificates of insurance evidencing the existence of such required insurance.

If the Public Entity fails to provide and maintain the insurance required under this Section, then the State Entity may, at its sole option and discretion, obtain and maintain insurance of an equivalent nature and any funds expended by the State Entity to obtain or maintain such insurance shall be due and payable on demand by the State Entity and bear interest from the date of advancement by the State Entity at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per annum based upon a 365-day year. Provided, however, nothing contained herein, including but not limited to this Section, shall require the State Entity to obtain or maintain such insurance, and the State Entity's decision to not obtain or maintain such insurance shall not lessen the Public Entity's duty to obtain and maintain such insurance.

Section 7.02 Condemnation. If after the Public Entity has acquired the ownership interest delineated in Section 2.02 all or any portion of the Real Property and, if applicable, Facility is condemned to an extent that the Public Entity can no longer comply with the provisions contained in Section 2.04, then the Public Entity shall, at its sole option and discretion, either: (i) use or cause the condemnation proceeds to be used to acquire an interest in additional real property needed for the Public Entity to continue to comply with the provisions contained in Section 2.04 and, if applicable, to fully or partially restore the Facility and to provide or cause to be provided whatever additional funds that may be needed for such purposes, or (ii) sell the remaining portion of its ownership interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01. Any condemnation proceeds which are not used to acquire an interest in additional real property or to restore, if applicable, the Facility shall be applied in accordance with the provisions contained in Section 4.02 as if the Public Entity's ownership interest in the Real Property and, if applicable, Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Public Entity's ownership interest in the remaining Real Property and, if applicable, Facility. If the Public Entity elects to sell its ownership interest in the portion of the Real Property and, if applicable, Facility that remains after the condemnation, then such sale must occur within a reasonable time period from the date the condemnation occurred and the cumulative sum of the condemnation proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 4.02, with the condemnation proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

As recipient of any of condemnation awards or proceeds referred to herein, the State Entity agrees to and will disclaim, assign or pay over to the Public Entity all of such condemnation awards or proceeds it receives so that the Public Entity can comply with the requirements that this Section imposes upon the Public Entity as to the use of such condemnation awards or proceeds.

Section 7.03 Use, Maintenance, Repair and Alterations. The Public Entity shall (i) keep the Real Property and, if applicable, Facility, in good condition and repair, subject to reasonable and ordinary wear and tear, (ii) complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Real Property and promptly restore in like manner any portion of the Facility, if applicable, which may be damaged or destroyed thereon and pay when due all claims for labor performed and materials furnished therefor, (iii) comply with all laws, ordinances, regulations, requirements, covenants, conditions and restrictions now or hereafter affecting the Real Property or, if applicable, Facility, or any part thereof, or requiring any alterations or improvements thereto, (iv) keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair, (v) comply with the provisions of any Real Property/Facility Lease if the Public Entity's ownership interest in the Real Property and, if applicable, Facility, is a leasehold interest, (vi) comply with the provisions of any easement if its ownership interest in the Real Property and, if applicable, Facility is by way of such easement, and (vii) comply with the provisions of any condominium documents and any applicable reciprocal easement or operating agreements if the Real Property and, if applicable, Facility, is part of a condominium regime or is subject to a reciprocal easement or use contract.

The Public Entity shall not, without the written consent of the State Entity and the Commissioner of MMB, (a) permit or suffer the use of any of the Real Property or, if applicable,

Facility, for any purpose other than the purposes specified in Section 2.04, (b) remove, demolish or substantially alter any of the Real Property or, if applicable, Facility, except such alterations as may be required by laws, ordinances or regulations or such other alterations as may improve such Real Property or, if applicable, Facility by increasing the value thereof or improving its ability to be used to operate the Governmental Program thereon or therein, (c) do any act or thing which would unduly impair or depreciate the value of the Real Property or, if applicable, Facility, (d) abandon the Real Property or, if applicable, Facility, (e) commit or permit any waste or deterioration of the Real Property or, if applicable, Facility, (f) remove any fixtures or personal property from the Real Property or, if applicable, Facility, that was paid for with the proceeds of the G.O. Grant unless the same are immediately replaced with like property of at least equal value and utility, or (g) commit, suffer or permit any act to be done in or upon the Real Property or, if applicable, Facility, in violation of any law, ordinance or regulation.

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

Section 7.04 Records Keeping and Reporting. The Public Entity shall maintain or cause to be maintained books, records, documents and other evidence pertaining to the costs or expenses associated with the Project and operation of the Real Property and, if applicable, Facility needed to comply with the requirements contained in this Agreement, the G.O. Compliance Legislation, the Commissioner's Order, and the G.O. Bonding Legislation, and upon request shall allow or cause the entity which is maintaining such items to allow the State Entity, auditors for the State Entity, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract, all of such items. The Public Entity shall use or cause the entity which is maintaining such items to use generally accepted accounting principles in the maintenance of such items, and shall retain or cause to be retained (i) all of such items that relate to the Project for a period of 6 years from the date that the Project is fully completed and placed into operation, and (ii) all of such items that relate to the operation of the Real Property and, if applicable, Facility for a period of 6 years from the date such operation is initiated.

Section 7.05 Inspections by State Entity. Upon reasonable request by the State Entity and without interfering with the normal use of the Real Property and, if applicable, Facility, the Public Entity shall allow and will require any entity to whom it leases, subleases, or enters into a Use

Contract for any portion of the Real Property and, if applicable, Facility to allow the State Entity to inspect the Real Property and, if applicable, Facility.

Section 7.06 Data Practices. The Public Entity agrees with respect to any data that it possesses regarding the G.O. Grant, the Project, or the operation of the Real Property and, if applicable, Facility, to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Chapter 13 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 7.07 Non-Discrimination. The Public Entity agrees to not engage in discriminatory employment practices regarding the Project, or operation or management of the Real Property and, if applicable, Facility, and it shall, with respect to such activities, fully comply with all of the provisions contained in Chapters 363A and 181 of the Minnesota Statutes that exist as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 7.08 Worker's Compensation. The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. §§ 176.181, subd. 2 and 176.182, as they may be amended, modified or replaced from time to time, with respect to the Project and the operation or management of the Real Property and, if applicable, Facility.

Section 7.09 Antitrust Claims. The Public Entity hereby assigns to the State Entity and the Commissioner of MMB all claims it may have for overcharges as to goods or services provided with respect to the Project, and operation or management of the Real Property and, if applicable, Facility that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 7.10 Review of Plans and Cost Estimates. The Public Entity agrees to comply with all applicable provisions and requirements, if any, contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time, for the Project, and in accordance therewith the Public Entity agrees to comply with the following provisions and requirements if such provisions and requirements are applicable.

A. The Public Entity shall provide all information that the State Entity may request in order for the State Entity to determine that the Project will comply with the provisions and requirements contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time.

B. Prior to its proceeding with design activities for the Project the Public Entity shall prepare a predesign package and submit it to the Commissioner of Administration for the State of Minnesota for review and comment. The predesign package must be sufficient to define the purpose, scope, cost, and projected schedule for the Project, and must demonstrate that the Project has been analyzed according to appropriate space and needs standards. Any substantial changes to such predesign package must be submitted to the Commissioner of Administration for the State of Minnesota for review and comment.

C. If the Project includes the construction of a new building, substantial addition to an existing building, a substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then the Public Entity shall not prepare final plans and specifications until it has prepared a program plan and cost estimates for all elements necessary to complete the Project and presented them to the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee and the chairs have made their recommendations, and it has notified the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota State Senate Capital Investment Committee. The program plan and cost estimates must note any significant changes in the work to be performed on the Project, or in its costs, which have arisen since the appropriation from the legislature for the Project was enacted or which differ from any previous predesign submittal.

D. The Public Entity must notify the Chairs and Ranking Minority Members of the Minnesota State Senate Finance and Capital Investment Committees, and the Minnesota House of Representatives Capital Investment and Ways and Means Committees of any significant changes to the program plan and cost estimates referred to in Section 7.10.C.

E. The program plan and cost estimates referred to in Section 7.10.C must ensure that the Project will comply with all applicable energy conservation standards contained in law, including Minn. Stat. §§ 216C.19 to 216C.20, as they may be amended, modified or replaced from time to time, and all rules adopted thereunder.

F. If any of the G.O. Grant is to be used for the construction or remodeling of the Facility, then both the predesign package referred to in Section 7.10.B and the program plan and cost estimates referred to in Section 7.10.C must include provisions for cost-effective information technology investments that will enable the occupant of the Facility to reduce its need for office space, provide more of its services electronically, and decentralize its operations.

G. If the Project does not involve the construction of a new building, substantial addition to an existing building, substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then prior to beginning work on the Project the Public Entity shall just notify the Chairs and Ranking Minority Members of the Minnesota State Senate Finance and Capital Investment Committees, and the Minnesota House of Representatives Capital Investment and Ways and Means Committees that the work to be performed is ready to begin.

H. The Project must be: (i) substantially completed in accordance with the program plan and cost estimates referred to in Section 7.10.C, (ii) completed in accordance with the time schedule contained in the program plan referred to in Section 7.10.C, and (iii) completed within the budgets contained in the cost estimates referred to in Section 7.10.C.

Provided, however, the provisions and requirements contained in this Section only apply to public lands or buildings or other public improvements of a capital nature, and shall not apply to the

demolition or decommissioning of state assets, hazardous material projects, utility infrastructure projects, environmental testing, parking lots, parking structures, park and ride facilities, bus rapid transit stations, light rail lines, passenger rail projects, exterior lighting, fencing, highway rest areas, truck stations, storage facilities not consisting primarily of offices or heated work areas, roads, bridges, trails, pathways, campgrounds, athletic fields, dams, floodwater retention systems, water access sites, harbors, sewer separation projects, water and wastewater facilities, port development projects for which the Commissioner of Transportation for the State of Minnesota has entered into an assistance agreement under Minn. Stat. § 457A.04, as it may be amended, modified or replaced from time to time, ice centers, local government projects with a construction cost of less than \$1,500,000.00, or any other capital project with a construction cost of less than \$750,000.00.

Section 7.11 Prevailing Wages. The Public Entity agrees to comply with all of the applicable provisions contained in Chapter 177 of the Minnesota Statutes, and specifically those provisions contained in Minn. Stat. §§ 177.41 through 177.435, as they may be amended, modified or replaced from time to time with respect to the Project and the operation of the Governmental Program on or in the Real Property and, if applicable, Facility. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project or the operation of the Governmental Program on or in the Real Property and, if applicable, Facility.

Section 7.12 Liability. The Public Entity and the State Entity agree that they will, subject to any indemnifications provided herein, be responsible for their own acts and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party and the results thereof. The liability of the State Entity and the Commissioner of MMB is governed by the provisions contained in Minn. Stat. § 3.736, as it may be amended, modified or replaced from time to time. If the Public Entity is a “municipality” as such term is used in Chapter 466 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, then the liability of the Public Entity, including but not limited to the indemnification provided under Section 7.13, is governed by the provisions contained in such Chapter 466.

Section 7.13 Indemnification by the Public Entity. The Public Entity shall bear all loss, expense (including attorneys’ fees), and damage in connection with the Project and operation of the Real Property and, if applicable, Facility, and agrees to indemnify and hold harmless the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees from all claims, demands and judgments made or recovered against the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees, because of bodily injuries, including death at any time resulting therefrom, or because of damages to property of the State Entity, the Commissioner of MMB, or the State of Minnesota, or others (including loss of use) from any cause whatsoever, arising out of, incidental to, or in connection with the Project or operation of the Real Property and, if applicable, Facility, whether or not due to any act of omission or commission, including negligence of the Public Entity or any contractor or his or their employees, servants or agents, and whether or not due to any act of omission or commission (excluding, however, negligence or breach of statutory duty) of the State Entity, the Commissioner of MMB, or the State of Minnesota, their employees, servants or agents.

The Public Entity further agrees to indemnify, save, and hold the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation by the Public Entity, its officers, employees, or agents, or by any Counterparty, its officers, employees, or agents, of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce the provisions contained in Section 7.06.

The Public Entity's liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusions from coverage in any insurance policy.

Section 7.14 Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the Public Entity, the State Entity, or the Commissioner of MMB, nor shall the Public Entity be considered or deemed to be an agent, representative, or employee of the State Entity, the Commissioner of MMB, or the State of Minnesota in the performance of this Agreement, the Project, or operation of the Real Property and, if applicable, Facility.

The Public Entity represents that it has already or will secure or cause to be secured all personnel required for the performance of this Agreement and the Project, and the operation and maintenance of the Real Property and, if applicable, Facility. All personnel of the Public Entity or other persons while engaging in the performance of this Agreement, the Project, or the operation and maintenance of the Real Property and, if applicable, Facility shall not have any contractual relationship with the State Entity, the Commissioner of MMB, or the State of Minnesota, and shall not be considered employees of any of such entities. In addition, all claims that may arise on behalf of said personnel or other persons out of employment or alleged employment including, but not limited to, claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity, its officers, agents, contractors, or employees shall in no way be the responsibility of the State Entity, the Commissioner of MMB, or the State of Minnesota. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the State Entity, the Commissioner of MMB, or the State of Minnesota including, but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 7.15 Notices. In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and shall be sufficient if personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the business address of the party to whom it is directed. Such business address shall be that address specified below or such different address as may hereafter be specified, by either party by written notice to the other:

To the Public Entity at:

City of Waseca
508 State St. S
Waseca, MN 56093-3033

Attention: Shelly Kolling, Finance Director

To the State Entity at:

Department of Employment and Economic Development

332 Minnesota St., Suite E-200

St. Paul, MN 55101

Attention: Ian Kushner, Office of Brownfields and Redevelopment

To the Commissioner of MMB at:

Minnesota Department of Management and Budget

400 Centennial Office Bldg.

658 Cedar St.

St. Paul, MN 55155

Attention: Commissioner

Section 7.16 **Binding Effect and Assignment or Modification.** This Agreement and the Declaration shall be binding upon and inure to the benefit of the Public Entity and the State Entity, and their respective successors and assigns. Provided, however, that neither the Public Entity nor the State Entity may assign any of its rights or obligations under this Agreement or the Declaration without the prior written consent of the other party. No change or modification of the terms or provisions of this Agreement or the Declaration shall be binding on either the Public Entity or the State Entity unless such change or modification is in writing and signed by an authorized official of the party against which such change or modification is to be imposed.

Section 7.17 **Waiver.** Neither the failure by the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, in any one or more instances to insist upon the complete and total observance or performance of any term or provision hereof, nor the failure of the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, to exercise any right, privilege, or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such term, provision, or the right to exercise such right, privilege, or remedy thereafter. In addition, no delay on the part of the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 7.18 **Entire Agreement.** This Agreement, the Declaration, and the documents, if any, referred to and incorporated herein by reference embody the entire agreement between the Public Entity and the State Entity, and there are no other agreements, either oral or written, between the Public Entity and the State Entity on the subject matter hereof.

Section 7.19 **Choice of Law and Venue.** All matters relating to the validity, construction, performance, or enforcement of this Agreement or the Declaration shall be determined in accordance with the laws of the State of Minnesota. All legal actions initiated with respect to or

arising from any provision contained in this Agreement shall be initiated, filed and venued in the State of Minnesota District Court located in the City of St. Paul, County of Ramsey, State of Minnesota.

Section 7.20 **Severability.** If any provision of this Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 7.21 **Time of Essence.** Time is of the essence with respect to all of the matters contained in this Agreement.

Section 7.22 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

Section 7.23 **Matching Funds.** The Public Entity must obtain and supply the following matching funds, if any, for the Project:

(If there are no matching funds requirements then insert the word “NONE”.)

\$1,283,225.64

Any matching funds which are intended to meet the above requirements must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to the Commissioner of MMB whatever documentation the Commissioner of MMB may request to substantiate the availability and source of any matching funds, and the source and terms relating to all matching funds must be consented to, in writing, by the Commissioner of MMB.

Section 7.24 **Source and Use of Funds.** The Public Entity represents to the State Entity and the Commissioner of MMB that **Attachment III** is intended to be and is a source and use of funds statement showing the total cost of the Project and all of the funds that are available for the completion of the Project, and that the information contained in such **Attachment III** correctly and accurately delineates the following information.

A. The total cost of the Project detailing all of the major elements that make up such total cost and how much of such total cost is attributed to each such major element.

B. The source of all funds needed to complete the Project broken down among the following categories:

- (i) State funds including the G.O. Grant, identifying the source and amount of such funds.
- (ii) Matching funds, identifying the source and amount of such funds.

- (iii) Other funds supplied by the Public Entity, identifying the source and amount of such funds.
- (iv) Loans, identifying each such loan, the entity providing the loan, the amount of each such loan, the terms and conditions of each such loan, and all collateral pledged for repayment of each such loan.
- (v) Other funds, identifying the source and amount of such funds.

C. Such other financial information that is needed to correctly reflect the total funds available for the completion of the Project, the source of such funds and the expected use of such funds.

Previously paid project expenses that are to be reimbursed and paid from proceeds of the G.O. Grant may only be included as a source of funds and included in **Attachment III** if such items have been approved, in writing, by the Commissioner of MMB.

If any of the funds included under the source of funds have conditions precedent to the release of such funds, then the Public Entity must provide to the State Entity and the Commissioner of MMB a detailed description of such conditions and what is being done to satisfy such conditions.

The Public Entity shall also supply whatever other information and documentation that the State Entity or the Commissioner of MMB may request to support or explain any of the information contained in **Attachment III**.

The value of the Public Entity's ownership interest in the Real Property and, if applicable, Facility should only be shown in **Attachment III** if such ownership interest is being acquired and paid for with funds shown in such **Attachment III**, and for all other circumstances such value should be shown in the definition for Ownership Value in Section 1.01 and not included in such **Attachment III**.

The funds shown in **Attachment III** and to be supplied for the Project may, subject to any limitations contained in the G.O. Bonding Legislation, be provided by either the Public Entity or a Counterparty under a Use Contract.

Section 7.25 Project Completion Schedule. The Public Entity represents to the State Entity and the Commissioner of MMB that **Attachment IV** correctly and accurately delineates the projected schedule for the completion of the Project.

Section 7.26 Third-Party Beneficiary. The Governmental Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 7.27 Public Entity Tasks. Any tasks that this Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 7.28 **State Entity and Commissioner Required Acts and Approvals.** The State Entity and the Commissioner of MMB shall not (i) perform any act herein required or authorized by it in an unreasonable manner, (ii) unreasonably refuse to perform any act that it is required to perform hereunder, or (iii) unreasonably refuse to provide or withhold any approval that is required of it herein.

Section 7.29 **Applicability to Real Property and Facility.** This Agreement applies to the Public Entity's ownership interest in the Real Property and if a Facility exists to the Facility. The term "if applicable" appearing in conjunction with the term "Facility" is meant to indicate that this Agreement will apply to a Facility if one exists, and if no Facility exists then this Agreement will only apply to the Public Entity's ownership interest in the Real Property.

Section 7.30 **E-Verification.** The Public Entity agrees and acknowledges that it is aware of Minn. Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such statute and impose a similar requirement in any Use Contract to which it is a party.

Section 7.31 **Jobs Reporting Requirements.** Pursuant to Minn. Stat. § 16A.633, Subd. 4, the Public Entity shall collect, maintain and, upon completion of the Project, provide the information indicated in **Attachment V** of this Agreement, to the Commissioner of MMB. The information must include, but is not limited to, the following: the number and types of jobs created by the Project, whether the jobs are new or retained, where the jobs are located and the pay ranges of the jobs.

Section 7.32 **Additional Requirements.** The Public Entity and the State Entity agree to comply with the following additional requirements. In the event of any conflict or inconsistency between the following additional requirements and any other provisions or requirement contained in this Agreement, the following additional requirements contained in this Section shall control.

(If there are no additional requirements then insert the word "NONE".)

NONE

IN TESTIMONY HEREOF, the Public Entity and the State Entity have executed this General Obligation Bond Proceeds Grant Agreement Construction Grant for the Tink Larson Field Project on the day and date indicated immediately below their respective signatures.

PUBLIC ENTITY:

City of Waseca,
a home rule charter city

By: _____

Its: _____

Dated: _____, _____

And: _____

Its: _____

Dated: _____, _____

STATE ENTITY:

Department of Employment and Economic Development,


By: _____

Its: Commissioner

Dated: _____, _____

ENCUMBERED:

Department of Employment and Economic Development

By  _____
12/20/18

Date Encumbered

PR 43165 SC 151397 PO 3000359451

(Individual signing certified that funds have been encumbered as required by Minnesota Statutes 16A.15 and 16C.05.)

Attachment I to Grant Agreement

**State of Minnesota
General Obligation Bond Financed
DECLARATION**

The undersigned has the following interest in the real property located in the County of _____, State of Minnesota that is legally described in **Exhibit A** attached and all facilities situated thereon (collectively, the “Restricted Property”):

(Check the appropriate box.)

☐

a fee simple title,

☒

a lease, or

☐

an easement,

and as owner of such fee title, lease or easement, does hereby declare that such interest in the Restricted Property is hereby made subject to the following restrictions and encumbrances:

- A. The Restricted Property is bond financed property within the meaning of Minn. Stat. § 16A.695, is subject to the encumbrance created and requirements imposed by such statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget, which approval must be evidenced by a written statement signed by said commissioner and attached to the deed, mortgage, encumbrance or instrument used to sell or otherwise dispose of the Restricted Property; and
- B. The Restricted Property is subject to all of the terms, conditions, provisions, and limitations contained in that certain _____ [Insert title of the general obligation grant agreement] between _____ and _____, dated _____, _____.

The Restricted Property shall remain subject to this State of Minnesota General Obligation Bond Financed Declaration for 125% of the useful life of the Restricted Property or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget, at which time it shall be released therefrom by way of a written release in recordable form signed by both the Commissioner of _____ [Insert the name of the State Entity that provided the grant] and the Commissioner of Minnesota Management and Budget, and such written release is recorded in the real estate records relating to the Restricted Property. This Declaration may not be terminated, amended, or in any way modified without the specific written consent of the Commissioner of Minnesota Management and Budget.

(SIGNATURE BLOCK, ACKNOWLEDGMENTS, AND STATEMENT AS TO WHOM IT WAS DRAFTED BY.)

Exhibit A to Declaration
LEGAL DESCRIPTION OF RESTRICTED PROPERTY

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MISCELLANEOUS RECORD No. 4, WASECA COUNTY, MINN.

THIS INDENTURE, Made this 4th day of January A.D. 1949, by and between the City of Waseca, a Municipal Corporation, hereinafter called the Lessor, party of the first part, and the School Board of School District No. 72 of the City of Waseca, County of Waseca and State of Minnesota, hereinafter called the Lessee, party of the second part, WITNESSETH, as follows:

In consideration of the rents to be paid by the said party of the second part, and in consideration of the performance by the second party of the covenants and agreements by it to be performed, all as hereinafter provided, the said party of the first part does hereby demise lease and let unto the second party, and the second part hereby hires and takes from the party of the first part, for the term of ninety-nine years from and including the 4th day of January, 1949, the following described premises situated in the County of Waseca and State of Minnesota, to-wit:

Part of Block Nineteen (19) in Jenkin's Addition to the City of Waseca and Part of the Southeast one-fourth (1/4) of the Southwest one-fourth (1/4) of Section Eight (8) Township One Hundred Seven (107) Range Twenty-two (22) in the County of Waseca and State of Minnesota, described as follows: Commencing at the Northwest corner of said Block Nineteen (19) (the point of intersection of the South line of 7th Ave. N.E. and the East line of 4th St. N.E.) along the west line of said Block Nineteen (19) (the East line of 4th St. N.E.) a distance of 542.5 feet, thence East parallel with the South line of said Block Nineteen (19) a distance of 424.2 feet, thence South parallel with the West line of said Block Nineteen (19) a distance of 24.4 feet, thence East parallel with the South line of said Block Nineteen (19) a distance of 16.3 feet, thence Northeasterly along a line which forms an angle of 12 degrees and 56 minutes to the left a distance of 313.5 feet thence Northwesterly 559.5 feet more or less to a point in the North line of said Southeast one-fourth (1/4) of the Southwest one-fourth (1/4) of Section Eight (8), 293 feet East of the Northwest corner thereof, thence west along said North line a distance of 293 feet to the Northwest Corner thereof, thence South along the West line of said Southeast one-fourth (1/4) of the Southwest one-fourth (1/4) of Section Eight (8) a distance of thirty three (33) feet to the Northeast corner of said Block Nineteen (19) thence West along the North line of said Block Nineteen (19) 330 feet to the point of beginning, together with the hereditaments and appurtenances thereunto belonging or anywise appertaining thereto, to be used and maintained as an athletic field for recreational purposes during the continuance of this lease;

TO HAVE AND TO HOLD, the above rented premises under the second party, its successors and assigns, subject to the conditions and limitations hereinbefore and hereinafter provided.

The said party of the second part agrees to and with said party of the first part, to pay as rent for the above mentioned premises for and during the term of this lease, the sum of One (\$1.00) Dollar per year.

IT IS FURTHER AGREED, by and between the parties as follows:

1. That should the said party of the second part fail to maintain and use said premises as an athletic field for recreational purposes or fail to fulfill any of the covenants herein contained, then, and in that case, said first party may re-enter and take possession of the above rented premises and hold and enjoy the same without such re-entering working a forfeiture of the rents to be paid by the second party for the full term of this lease.

2. That if said second party remains in possession of said premises after the expiration of the term for which said premises are hereby leased, such possession shall not be construed to be a renewal of this lease, but to be a tenancy at the will of the first party which may be terminated upon ten (10) days notice, given by the said first party in writing, either delivered to second party or sent to it in a sealed envelope, duly stamped and directed to it at the City of Waseca, Minnesota.

3. In case of the erection of any building or buildings on said demised premises, or any additions thereto, or of repair, alteration or improvement of any building or buildings now on said demised premises or hereafter placed thereon, the said party of the second part will pay for all labor performed, and material furnished in or about such erection, repairs, alterations or improvements, and keep said demised premises and buildings and improvements thereon at all times free and clear of all liens for labor or materials furnished in and about such erection, repairs, alterations or improvements, and will defend at its own cost and expense each and every lien asserted or claim filed against said premises or the buildings or improvements thereon, or any part thereof for labor claimed to have been so performed or material claimed to have been so furnished, and pay each and every judgment made or given against said premises, or any part thereof or the buildings or improvements thereon, or against the said party of the first part, lessors, or the said party of the second part on account of any such lien, and indemnify and save harmless the lessors from all and every claim and action on account of such claim, lien or judgment, arising out of or connected with such act or omission to the tenant, its successors or assigns, or any of its agents, employees or contractors, in or about such erection, repairs, alterations or improvements.

4. The said party of the second part covenants that it will erect and at all times keep in safe and good condition and repair and in all respects as now is or may hereafter be prescribed by law, each and every building structure or improvement now on said demised premises or hereafter placed on said premises, and that it will comply with all provisions of law relating to the equipment, maintenance and use of such buildings, structures and improvements, and furnish and pay for at its own expense all and every appliance, safeguard or improvement required by any provision of law of any owner of such buildings, structures or improvements, and will indemnify and save harmless the lessors from all and every demand, action, causes of action and expense, including counsel and attorney's fees, by reason of failure, so to do or arising out of or in any way connected with any act or omission of the tenant or any of its agents, employees, or contractors in and about the operation, improvement, maintenance, alteration, repair, building or restoration of any of the buildings, structures or improvements now on said demised premises, or hereafter placed upon the demised premises, or arising out of or connected with the assertion or filing of any claim, demand, or lien against any part of said premises, or arising out of or connected with any of the covenants, terms, or provisions of this lease, bind upon or to be observed or performed by the second part. Second party covenants with first party that no part of said premises shall be used in such manner as to create a nuisance or for any unlawful purpose.

5. All property of every kind which may be on said demised premises during the term hereof shall be at the sole risk of the second party or those claiming under it, and the first party shall not be liable to the second party, or any other person whatsoever, for any injury, loss or damage to any person or property in or upon said demised premises.

6. It is further covenanted and agreed that none of the covenants, terms or conditions of this lease shall in any manner be altered, waived, changed or abandoned except by a written instrument, signed sealed, acknowledged and delivered by the parties hereto, and not otherwise, and not act or acts, omission or omissions or series of acts or omissions or waiver, acquiescence or forgiveness by the first party as to any default in or failure of performance wither in whole or in part by the second party as to any of the covenants, terms or conditions of this lease, shall be deemed or construed to be waiver by the first party of the right at all times in the future to insist upon the full and complete performance by the second party of each and all the foregoing covenants, terms and conditions thereafter to be performed according to the provisions of this lease in the same manner and to the same extent as the same are herein covenanted to be performed by the said second party.

7. The said party of the second part also covenants and agrees to and with the said party of the first part not to assign this lease or underlet the above rented premises or any part or portion thereof, without first obtaining the written consent of said first party.

Exhibit A to Declaration
LEGAL DESCRIPTION OF RESTRICTED PROPERTY

MISCELLANEOUS RECORD No. 4, WASECA COUNTY, MINN.

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8. The said party of the first party hereby covenants and agrees that the said party of the second part shall and will upon payment of the rents herein provided to be paid by second part, and upon fulfilling the covenants and agreements herein provided, to be observed and performed by the second party, quietly and peaceably possess and enjoy said above described premises during the full term of this lease, unless said lease be sooner terminated under and in accordance with any of the provisions herein contained providing for such termination.

IN TESTIMONY WHEREOF, Both parties have hereunto set their hands the day and year first above written.

In Presence of
Franklin M. Stone
Erwin O. Hill

As to
First Party

H.J. Sprengeler, Mayor
A.A. Lynch, City Clerk
City of Waseca, Minnesota, a
Municipal Corporation
Party of the first part.

Franklin M. Stone
Nadine Krause

As to
Second Party

John H. McLoone
George D. Stowe
Board of Education, Independent School
District No. 72, Waseca, Minnesota
Party of the Second Part.

STATE OF MINNESOTA
COUNTY OF WASECA

On this 4th day of January A.D. 1949, before me a notary public within and for said County and State, personally appeared H.J. Sprengeler and A.A. Lynch, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they are the Mayor and Clerk, respectively, of the City of Waseca, Minnesota, a Municipal Corporation, and that they executed the same in behalf of said Corporation by authority of the Common Council of the City of Waseca, Minnesota; and the said H.J. Sprengeler and A.A. Lynch acknowledged said instrument to be the free act and deed of said Corporation.

(SEAL)

Franklin M. Stone
FRANKLIN M. STONE
Notary Public, Waseca County, Minn.
My Commission Expires July 25, 1953.

STATE OF MINNESOTA
COUNTY OF WASECA

On this 4th day of January A.D. 1949, before me, a Notary Public within and for said County and State, personally appeared John H. McLoone and George D. Stowe, to me known to be the same persons described in and who executed the foregoing instrument, and acknowledged that they are the President and Secretary, respectively, of the Board of Education, Independent School District No. 72, Waseca, Minnesota, and that they executed the same in behalf of said Board by authority of said Board; and the said John H. McLoone and George D. Stowe acknowledged that they executed the same as the free act and deed of said Board.

(SEAL)

Franklin M. Stone
FRANKLIN M. STONE
Notary Public, Waseca County, Minn.
My Commission Expires July 25, 1953

*Filed Jan. 14, 1949
at St. Paul, Minn.*

INSTRUMENT
NO. 85616

Emil Roeglin
to
Robert E. Byron

Filed for record January 22, 1949 at 11:30 A.M.
Gyda Engebretson, Register of Deeds
Waseca County, Minnesota

AGREEMENT

THIS AGREEMENT, Made and entered into this 22nd day of January, 1949, by and between Emil Roeglin, party of the first part and Robert E. Byron, party of the second part
WITNESSETH: WHEREAS, the said first party is the owner of the following described premises situate in the Township of Wilton and County of Waseca, Minnesota, to-wit:
The West One Half (W $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 8, Township 106 North of Range 23 West, and
WHEREAS, The second party is the owner of the following described premises, formerly owned by one Michael Lang, situate in the Township of Wilton, County of Waseca, Minnesota, to-wit:
The East One-Half (E $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 8, Township 106 North of Range 23 West, and
WHEREAS, Pursuant to an oral agreement made and entered into between first party and the said Michael Lang, the first party laid drain tile extending from his property in a westerly direction about seven rods more or less, onto the premises now owned by second party and
WHEREAS, second party has installed a line of tile connecting with said line of tile the cost of which was partially born by first party to the extent of \$81.30, receipt of which is hereby acknowledged, all pursuant to an oral agreement between the parties.
NOW THEREFORE, in consideration of the mutual covenants and promises made to each other, the parties hereto agree as follows:
1. Second party hereby grants to first party, his heirs, administrators and assigns the right, privilege and easement to channel drainage water from first party's premises described above, on to, over, under, across and through second party's premises by way of said tile laid on second party's land described above.
2. Second party hereby agrees to maintain and keep in good repair all of said line of tile on his premises from henceforth and forever at his own expense.
3. First party agrees that second party shall have permission to
connect at second party's expense a six (6) inch line of tile with a line of tile belonging to first party which is located south of the tile described above and runs in an easterly direction from the West line of First party's land described above; and first party hereby grants to second party, his heirs, administrators and assigns, the right, privilege, and easement to channel drainage water from second party's premises on to over, under and across first party's premises described above, by way of said tile.
4. It is understood and agreed that any tile laid on the premises of either party hereto is now and shall remain the absolute property of the owner of the premises on which they are laid.
5. It is also understood and agreed by the parties hereto that the privileges, liberties and easements herein conferred by second party to first party and by first party to second party and the obligations hereby assumed by the parties shall run with the lands described herein and shall be enjoyed by and binding upon the parties hereto, their heirs, administrators and assigns forever.
IN WITNESS WHEREOF, The parties have hereunto set their hands and seals and executed

Attachment II to Grant Agreement
LEGAL DESCRIPTION OF REAL PROPERTY

Part of Block Nineteen (19) in Jenkin's Addition to the City of Waseca and Part of the Southeast one-fourth (1/4) of the Southwest one-fourth (1/4) of Section Eight (8) Township One Hundred Seven (1070 Range Twenty-two (22) in the County of Waseca and State of Minnesota, described as follows: Commencing at the Northwest corner of said Block Nineteen (19) (the point of intersection of the South line of 7th Ave. N.E. and the East line of 4th St. N.E.) along the west line of said Block Nineteen (19) (the East line of 4th St. N.E.) a distance of 542.5 feet, thence East parallel with the South line of said Block Nineteen (19) a distance of 424.2 feet, thence South parallel with the West line of Said Block Nineteen (19) a distance of 24.4 feet, thence East parallel with the South line of Said Block Nineteen (19) a distance of 16.3 feet, thence Northeasterly along a line which forms an angle of 12 degrees and 56 minutes to the left a distance of 313.5 feet thence Northwesterly 559.5 feet more or less to a point in the North line of said Southeast one-fourth (1/4) of the Southwest one-fourth (1/4) of Section Eight (8) 293 feet East of the Northwest corner thereof, thence West along said North line a distance of 293 feet to the Northwest Corner thereof, thence South along the West line of said Southeast one-fourth (1/4) of the Southwest one-fourth (1/4) of Section Eight (8) a distance of thirty three (33) feet to the Northeast corner of said Block Nineteen (19) thence West along the North line of Said Block Nineteen (19) 330 feet to the point of beginning, together with the hereditaments and appurtenances thereunto belonging or anywise appertaining thereto.

Attachment III to Grant Agreement
SOURCE AND USE OF FUNDS FOR THE PROJECT

Source of Funds

Use of Funds

<u>Identify Source of Funds</u>	<u>Amount</u>
State G.O. Funds	
G.O. Grant	\$375,000
Other State Funds	
	\$
	\$
	\$
Subtotal	\$
Matching Funds	
Donations	\$430,387.23
Insurance	\$807,932
City	\$44,906.41
Subtotal	\$1,283,225.64
Other Public Entity Funds	
	\$
	\$
Subtotal	
Loans	
	\$
	\$
Subtotal	\$
Other Funds	
	\$
	\$
Subtotal	\$
Prepaid Project Expenses	
	\$
	\$
Subtotal	\$
TOTAL FUNDS	\$1,658,225.64

<u>Identify Items</u>	<u>Amount</u>
Ownership Acquisition and Other Items Paid for with G.O. Grant Funds	
Purchase of Ownership Interest	\$ _____
Other Items of a Capital Nature	
<u>Construction</u>	\$375,000 _____
_____	\$ _____
_____	\$ _____
Subtotal	\$375,000 _____
Items Paid for with Non- G.O. Grant Funds	
<u>Construction</u>	\$916,088.14 _____
<u>Construction Management</u>	\$367,137.50 _____
Subtotal	\$ _____
TOTAL PROJECT COSTS	<u>\$1,658,225.64</u>

Attachment IV to Grant Agreement
PROJECT COMPLETION SCHEDULE

The project is expected to be completed by May 2019.

Attachment V to Grant Agreement JOBS REPORTING

(a) Pursuant to Minn. Stat. Sec. 16A.633, subd. 4, State Entity is required to report the number of jobs created or retained by the Project. To enable State Entity to comply with Minn. Stat. Sec. 16A.633, subd. 4, the Public Entity is required to report the number of jobs created or retained by the Project to State Entity as set forth below.

(b) The Public Entity shall require all of its contractors to report the information below to the Public Entity. The Public Entity shall then report to State Entity. Information can be recorded by State Entity in an Excel document that can be downloaded into the report by Minnesota Management and Budget. Each report must contain the following:

- (1) The name of the Project.
- (2) The State Entity's contract number, if applicable.
- (3) Reporting period. The appropriate biennium is to be selected.
- (4) The Agency Number. This will complete the next column with Agency Name.
- (5) Legal Citation for the Authorization.
- (6) Department ID responsible for the Project.
- (7) The Appropriation for the Project.
- (8) The Appropriation Amount.
- (9) Project Start Date.
- (10) Project Completion Date.
- (11) The County where the Project is located or, if it is located in more than one county, where it is primarily located.
- (12) Funding Source for Project. The selection will be Trunk Highway Bonds, General Obligation Bonds or General Fund.
- (13) Job Type. Jobs should be classified as either (i) engineering/professional, (ii) construction, or (iii) other. Manager and supervisor jobs shall be classified as category (i), (ii) or (iii) based on the nature of the work those individuals spent the majority of their time overseeing.
- (14) Hourly Wages. Jobs should be classified according to the hourly pay ranges below. Overhead or indirect costs or the value of pensions or other benefits should not be included in wages.
 - (i) less than \$10.00,
 - (ii) \$10.01 to \$15.00,
 - (iii) \$15.01 to \$20.00,
 - (iv) \$20.01 to \$25.00,
 - (v) \$25.01 to \$30.00,
 - (vi) \$30.01 to \$35.00,
 - (vii) \$35.01 to \$40.00, or
 - (viii) more than \$40.00.

(15) Jobs.

- a. Jobs should be classified as either (i) jobs created or (ii) jobs retained; they will not be counted as both. A “job created” is a new position created and filled, or an existing unfilled position that is filled, because of the Project. A “job retained” means a job at a specific wage level that existed prior to beginning the Project that would have been lost but for the Project. Only jobs in Minnesota should be counted.
- b. Jobs should be expressed in “full-time equivalents” (FTE). In calculating an FTE, the number of hours worked during the Reporting Period should be divided by 2,080 (the number of hours representing a full work schedule in a Reporting Period). Jobs should be reported regardless of when the Project or an individual’s employment began or ended. Jobs are to be calculated based on hours worked in the current Reporting Period only, so that reporting is not cumulative.
- c. Jobs should not be separated into full-time, part-time, temporary, seasonal, etc. Instead, all hours should be totaled and converted into FTEs as indicated above.

(c) Each contractor will report its workforce and the workforce of its subcontractors active during the Reporting Period. This includes employees actively engaged in the Project who work on the jobsite, in the Project office, in the home office or telecommute from home or other alternative office location. This includes, but is not limited to, any engineering personnel, inspectors, sampling and testing technicians, and lab technicians performing work directly in support of the Project. This does not include material suppliers such as steel, culverts, guardrail and tool suppliers. Only hours that relate to time spent on the Project should be reported.

(d) The Public Entity must incorporate these reporting requirements into its contracts with its contractors (in part so that contractors can add the requirements to their contracts with subcontractors and impose deadlines on reporting by subcontractors).

(e) To distinguish the jobs reported by contractors that were funded by the Grant, the Public Entity must multiply the job numbers reported by each contractor in each category above by the percentage of total Project costs funded by the Grant (e.g., if the Grant was 40% of total Project costs, the Public Entity should multiply the jobs numbers given in each category by 40% to arrive at the number of jobs funded by the Grant) and it is those numbers that should be reported to State Entity.



Request for City Council Action

Title:	Conduct a public hearing and consider amending Resolution No. 16-56		
Meeting Date:	February 5, 2019	Agenda Item Number:	7E
Action:	<input type="checkbox"/> MOTION <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Res. 19-08 Eligible Property Maps
Originating Department:	Administration	Presented By:	City Manager
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Conduct a public hearing and amend Resolution No. 16-56		

BACKGROUND: The City approved the tax abatement program in December of 2016. The program had a slow start in 2017, but in 2018 we have seen 15 new home construction permits in the City and in the County 2 mile. The City has approved the extension of the program through 2020. Staff is recommending some changes to the original resolution as follows:

- 1) Allow Council to add parcels by resolution without holding a public hearing
- 2) The abatement will begin with the applicant receiving a Certificate of Occupancy from the City Building Inspector
- 3) The rate of the abatement will be set at a fixed annual amount through the entire term of the abatement

BUDGET IMPACT: None. The abatements only are for tax revenues that do not currently exist and are not part of the operating budget.

POLICY QUESTION: Should the City provide assistance for housing development without requiring proof of need for the construction to the financially feasible?

RECOMMENDATION: Motion to approve amending Resolution No. 16-56, modifying the Residential Property Tax Abatement program.

RESOLUTION NO. 19-08

A RESOLUTION OF THE CITY OF WASECA, MINNESOTA, APPROVING A RESIDENTIAL PROPERTY TAX ABATEMENT PROGRAM

WHEREAS, the City Council of the City of Waseca (“City Council”), desiring to encourage, promote and facilitate residential development on vacant residential lots located throughout the City of Waseca (“City”), adopted Resolution No. 16-56, dated December 20, 2016 (attached hereto as Appendix 1), approving and establishing the terms and conditions of a residential tax abatement program (the “Abatement Program”) and adopting a Residential Tax Abatement Policy, pursuant to which the City offered to abate City-imposed ad valorem property taxes on qualifying vacant residential properties in the City (the “qualifying parcels”) that are paid by the record owners of such qualifying parcels and are derived from the value of a single family residential structure for which the City issues a building permit on or before December 31, 2018, and (collectively, the “abatements”); and

WHEREAS, the City Council is encouraged by the results of the Abatement Program, the City having received 15 applications for building permits for single family residential structures on qualifying parcels prior to the December 31, 2018 deadline for issuance of such building permits, and now desires to extend the Abatement Program by two years to promote and encourage additional residential development on remaining vacant lots located throughout the City; and

WHEREAS, the City Council, having been advised by City staff of difficulties in administering the abatements resulting from the delays between the date on which a building permit is issued by the City and the dates on which construction of the permitted dwelling is completed and the resulting value added to the qualifying residential property is reflected in Waseca County’s assessed valuation of such property, now desires to further amend the Abatement Program to adjust the time periods in which City-imposed property taxes on participating residential properties are to be abated to account for such delays, without modifying the total duration or value of any particular abatement; and

WHEREAS, the City proposes to continue the Abatement Program, as amended herein, for the purposes provided for in the Abatement Law and the Abatement Policy (and defined in Resolution 16-56); and

WHEREAS, an updated listing of the parcels of real property for which abatements of City-imposed property taxes are conditionally approved herein are identified and legally described on Appendix 2 attached hereto (the “eligible parcels”), and generally consist of every currently vacant, unimproved parcel of property in a residential zoning district in the City that is served by municipal infrastructure including central water and sanitary sewer service; and

WHEREAS, on February 5, 2019, the City Council held a public hearing on the question of amending the Abatement Program as specified herein, with proper notice being duly given and published in advance.

WHEREAS, the abatements are authorized under Minnesota Statutes, Section 469.1812 through 469.1815 (the “Abatement Law”).

NOW, THEREFORE, be it resolved by the City Council of the City of Waseca that:

1. Findings for the extended Abatement Program. The City Council hereby reaffirms the following findings it originally made in Resolution 16-56:

- a. The Council expects the benefits to the City of the abatements to at least equal or exceed the costs to the City thereof.
- b. Granting the abatements is in the public interest because it will increase or preserve the tax base of the City, provide employment opportunities in the City, and increase the housing opportunities available in the City.
- c. None of the eligible parcels are located in a tax increment financing district.
- d. In any year, the total amount of property taxes conditionally approved for abatement by the City by this and other resolutions, if any, does not exceed the greater of ten percent (10%) of the City's current net tax capacity or \$200,000.

2. Amended Terms of Abatements. The City Council hereby amends the terms of the abatements as stated in Paragraph 2 of Resolution 16-56 as follows (deleted material is crossed out; new material is underlined; sections not being amended are omitted):

* * * *

- a. The abatements shall apply to the taxes payable beginning in the years ~~2019 through 2028 inclusive~~ in which the value added to the qualifying parcel by the construction thereon of the single family residential structure required in Paragraph 3 herein is first reflected in Waseca County's assessed valuation of such property, and continuing for a maximum duration of ten years, and at the option of the applicant property owner, shall be for one of the following terms and abatement amounts:

* * * *

3. Amended Conditions of Abatements. The City Council hereby amends the conditions applicable to the abatements as established in Paragraph 3 of Resolution 16-56 as follows (deleted material is crossed out; new material is underlined; sections not being amended are omitted):

* * * *

- a. The owner of such parcel shall apply for and be issued a building permit for the new construction of a single family or multi-family residential structure (including stick built on site construction, modular construction, and manufactured homes) on such parcel, on or before December 31, ~~2018~~2020;

* * * *

4. Additional Requirements. The City Council hereby reaffirms and restates the requirements in Paragraph 4 of Resolution 16-56 that the abatements shall be subject

to all the terms and limitations of the Abatement Law, as well as the Tax Abatement Agreements between the property owners and the City required by paragraph 3.b of Resolution 16-56 setting forth the rights and obligations of the parties with respect to the abatements in greater detail.

5. Modification. The City Council hereby reaffirms and restates the requirement in Paragraph 5 of Resolution 16-56 that the abatements may not be modified or changed during the terms thereof.

This Resolution shall become effective immediately after its adoption.

Adopted this 5th day of February, 2019.

R. D. SRP
MAYOR

ATTEST:

MIKE ANDERSON
ASSISTANT TO THE CITY MANAGER

APPENDIX 1: LIST OF ELIGIBLE PARCELS BY PARCEL ID NUMBER

175280340		175350070		177110200
175280140		175350480		177070020
175280490		175350580		177090030
175280150		175350570		177090020
177120120		175350560		175260080
177120110		175350550		171070350
177120040		175350540		173260090
177120050		175350490		171170210
177120060		175350500		171190030
174790450		175350510		172010010
174800610		175350520		174520180
175350100		175350530		177100020
175350150		175350400		177100010
175350140		175350460		177100060
175350130		175350450		177100070
175350120		175350440		177100080
175350110		175350430		177100100
175350370		175350420		177100210
175350380		175350010		177100200
175350390		175350020		177100120
175350290		175350600		177100190
175350360		175350610		177100130
175350300		175350630		177100140
175350350		175350640		177100170
175350340		175350650		172760950
175350320		175350660		172761110
175350190		176130070		173010490
175350180		174560010		1.72E+08
175350240		174560020		172090250
175350230		174010180		1.73E+08
175350220		174010160		173280030
175350030		174020030		173280110
175350040		177110180		
175350050		177110190		