

WORK SESSION 6:00 PM CITY MANAGER DISCUSSION
WORK SESSION 6:30 PM CITY ATTORNEY STATUS UPDATE THC
REGULAR WASECA CITY COUNCIL MEETING
TUESDAY, FEBRUARY 7, 2023, 7:00 PM
AGENDA

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

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

5. REQUESTS AND PRESENTATIONS
 - A. Waseca Real Estate Fund by Madison Murphy
6. CONSENT AGENDA
 - A. Minutes: Regular Council Meeting, January 17, 2023 & Work Session, January 31, 2023
 - B. Payroll & Expenditures
 - C. Resolution 23-05: Approve Off-Site Gambling for Waseca Sleigh & Cutter Festival Association
 - D. Resolution 23-06: Residential Tax Abatement for 305 22nd Avenue NW
 - E. Resolution 23-07: Authorize Amendment #1 to MnDOT Limited Use Permit (City Project No. 2023-06)
 - F. Annual Solar Report-2022
7. ACTION AGENDA
 - A. Approve Plans and Specifications and Authorize Bids for the 2nd St SW & 2nd Ave SW Intersection Reconstruction Project (City Project No. 2023-01)
 - B. Approve the Heritage Preservation Commission Certified Local Government grant application and authorize a Request for Proposals
8. REPORTS
 - A. City Manager's Report
 - B. Commission Reports
9. ANNOUNCEMENTS
10. ADJOURNMENT

**MINUTES
REGULAR WASECA CITY COUNCIL MEETING
TUESDAY, JANUARY 17, 2023, 7:00 P.M.**

CALL TO ORDER

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

ROLL CALL

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

Councilmembers Absent: Daren Arndt

Staff Present: Carl Sonnenberg, Interim City Manager
Penny Vought, Police Chief
Jason Forshee, Fire Chief
Alicia Fischer, Finance Director
Nate Willey, City Engineer
Tina Wilson, PCED, Economic Development Manager
Bill Green, Planning and Zoning Coordinator

Conagra Representatives Present: Jeff Kraimer, Plant Manager
Adam Platt, Director Environmental Management

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. The Interim City Manager requested that item 7E be moved to 7A, and Councilmember Conrath asked that 6D be moved to the Action Agenda as item 7I. Motion to approve agenda as amended was made by Conrath, seconded by Schroeder. Motion carried 6-0.

PUBLIC COMMENT

4. Taylor Gates, 1109 9th Circle NW; spoke later in the meeting after the Announcements due to a scheduling error. He bought the parcel at 1005 N. State Street. He demolished the building that was there and had hoped to put up a coffee shop. He has worked with the city who have been very helpful. Once the plans were submitted to MNDot they said he could not have an entrance off State Street (Minnesota Highway 13) and would have to have access off of 11th Street. He feels that this puts the citizens of Waseca at risk and is unsafe where coming in and out from State Street would be the safer option.

REQUESTS AND PRESENTATIONS

5. Conagra Presentation- Jeff Kraimer spoke on behalf of Conagra. They are looking to move from just the current April to November production to year-round production. To do this they would be adding additional vegetables as well as possibly ready-eat foods. They would like to start discussions on the wastewater needs for this growth. There is no set timeline on when the expansion would occur the conversations and reviews are just beginning.
Schroeder made a motion to direct Staff to begin discussion with Conagra, seconded by Mansfield. Motion carried 6-0.

CONSENT AGENDA

6. Motion to approve the amended consent agenda was made by Mansfield, seconded by Conrath. Motion carried 6-0.

ACTION AGENDA

- 7.
- A. Motion authorizing the ordering of the Waseca Fire Department tanker to replace the 1977 tanker (#522) was made by Conrath, seconded by Mansfield. Motion carried 6-0.
- B. City Council Board/Commission 2023 Appointments:
- Airport Board: Councilmember Schroeder
 - Economic Development Authority: Councilmember Mansfield and Mayor Zimmerman
 - Heritage Preservation Commission: Councilmember Ebertowski
 - Park Board: Councilmember Christiansen
 - Planning Commission: Councilmember Arndt
 - Fire Relief Association: Councilmember Conrath
 - Community Ed Advisory Board: Councilmember Christiansen
 - Region 9: Councilmember Ebertowski
 - Discover Waseca Tourism Board: Councilmembers Conrath and Schroeder
- Motion approving the appointments was made by Conrath, seconded by Ebertowski. Motion carried 6-0.
- C. Motion to approve Resolution 23-03. Warehouse Storage Variance Parcel A & D was made by Conrath, seconded by Ebertowski. Motion carried 6-0.
- D. Motion to approve Resolution 23-04. Warehouse Storage Variance Parcel B & C was made by Ebertowski, seconded by Conrath. Motion carried 6-0.
- E. Motion to approve the Law Enforcement Labor Services (LELS) Union Contract 2023-2023 and letter of Agreement (LOA) was made by Conrath, seconded by Ebertowski. Motion carried 5-0. (Schroeder recused herself from the vote)
Mayor Zimmerman directed Staff to discuss with the City Attorney the policies for Council to be in Union contract discussions.
Mayor Zimmerman also directed Staff to coordinate presentations with Department Heads at future work sessions.
- F. Motion to approve Final Payment for the Sanitary Lining Project (City Project 2022-11) with the additional two-year warranty was made by Conrath, seconded by Ebertowski. Motion carried 6-0.
- G. Motion to authorize the Request for Proposal (RFP) for 8th Ave NE Project (City Project 2024-01) was made by Schroeder, seconded by Conrath. Motion carried 6-0.
- H. Motion was made to approve the Cogeneration and Small Power Production Tariff (Solar Electric Rates) was made by Conrath, seconded by Mansfield. Motion carried 6-0.
- 6D I Motion to approve O'Connor Airport Land Lease Agreement was made by Ebertowski, seconded by Conrath. Motion carried 6-0.

REPORTS

- 8.
- A. Interim City Manager's Report:
- i. The aerators on Loon Lake are on and per the Department of Natural Resources (DNR) have been flagged.
- B. Commission Reports:
- i. Heritage Preservation Commission (HPC) was reported by Tina Wilson, PCED, City Economic Development Manager. The HPC is working on a Certified Local Government Grant. This grant will allow for the School District to offer a course to get students interested in Historic Waseca. One area the class that will be working with the HPC will be adding 20 stops to the current walking tour as the students research the history of the buildings downtown. Just in updating the walking tour they are hoping to bring more traffic into Waseca. HPC is fundraising the cash match.
 - ii. Economic Development Authority (EDA) was reported on by Councilmember Mansfield. The EDA spoke about Northwest Char which is a business that reuses solid plant waste as fuel, there is talk about it connecting them with Conagra at some point to have conversations. There is no update on TPG Steel.
There was an update on training that the EDA approved for the Economic Development Manager to attend using funds from the Recovery Coordinator Grant.
 - iii. Tourism Board was reported by Councilmembers Conrath and Mansfield. They appointed the officers for the year.
The Dream Catchers, large kites, are scheduled to be back in Waseca February 19th. They are working on QR codes to go into Bars, Restaurants, Specialty Shops in Waseca, more to come on that.
 - iv. Park Board was reported on by Councilmember Christiansen. Gaiter Lake Park planning continues. Discussed winter maintenance with the snow coming that should be fun. They are not opening Hartley Skating rink this year.

ANNOUNCEMENTS

- 9.
- A. Councilmember Mansfield:
- i. Wanted to welcome Mayor Zimmerman.
- B. Councilmember Schroeder:
- i. Wanted to also welcome Mayor Zimmerman.
 - ii. Thank you to the Waseca Chamber and the other sponsors for the Dueling Pianos it was a great event.
- C. Councilmember Conrath:
- i. Reminder that the Annual Fire Committee event was taking place, everyone encouraged to attend after the meeting.
 - ii. Thank you to the Citizens of Waseca for being on the Boards and Commissions for the City. There are current openings on the Planning and Zoning Commission if anyone is interested.
 - iii. He would like to continue the tradition of former Councilmember Al Rose and in support of City Staff would like to provide them a lunch annually that coincides with their insurance open enrollment day, and if any other Councilmember would like to join him that would be appreciated.

- D. Mayor Zimmerman:
- i. He along with Councilmembers Ebertowski and Schroeder will be attending the League of Minnesota Cities newly Elected Officials Cohort in Mankato in February.
 - ii. In July he will be attending a meeting with Coalition of Greater Minnesota Cities (CGMC) in Thief River Falls.
 - iii. He would also like to schedule a work session to discuss goals for the Council. It was agreed by majority to schedule for Tuesday January 31st, 2023, at 6:00 p.m. at City Hall

ADJOURNMENT

10. There being no further business to be brought before the Council, it was moved by Schroeder to adjourn the meeting at 8:57 p.m., seconded by Conrath. Motion carried 6-0.

RANDY L. ZIMMERMAN
MAYOR

JULIA HALL
CITY CLERK

the legislature but talking has continued to bring it again to the legislature. The Mayor had a meeting with Minnesota Senator Jasinski to discuss the City of Waseca and share ideas on funding and opportunities.

Councilmember Conrath said that he thinks that growing Waseca will take working on both the housing and the “shovel ready” locations together and not having one without the other.

It has been echoed in many meeting and discussions that property taxes already seem high, Councilmember Mansfield stated that the “majority of property taxes are for the County and the City can not do anything about those.” To help keep property taxes lowered and the projects moving forward the best way to get State and Federal funding is to get out and talk to the Representatives, the Senators and the Governor.

Mayor Zimmerman stated that he would like to discuss the idea of a Sales Tax Initiative, for the City of Waseca to use towards a possible Community Center, this would be a place that would benefit people of all ages from young to seniors and could be a great asset to Waseca. Councilmember Ebertowski agreed that it could be a great asset but wants to ensure that after the Sales Tax Initiative finishes out that it is transparent on how the facility would sustain itself for further use, repairs and upgrades.

Mayor Zimmerman stated that The League of Minnesota Cities has a chart that shows that the majority of Minnesota cities do have a Sales Tax Initiative program for their communities.

Councilmember Schroeder agreed saying that she has had conversation with residents who say that a Waseca should have a Sales Tax Initiative where people give back a little bit to the City, even those who are here seasonal for camping or just passing through, and that money can be used to use Mayors example a Community Center to bring more people to Waseca and more people spending their money here and more money staying in the City.

Councilmember Conrath wanted to confirm if a Sales Tax Initiative could be used to offset some fees such as street assessments and it was confirmed that I cannot, the funds do need to go to a community enhancement project.

Councilmember Conrath wants to look at scheduling the joint meeting between the City and the County that was postponed from November waiting for the new and current council session. Councilmember Schroeder echoed that thought with the desire to see the City, County, Local Businesses and the Citizens all work together and support each other.

Branding of Waseca was discussed and Tina Wilson mentioned that Waseca did have a branding done that it is being used and what really needs to be done is to get Waseca out there. This can be done in many ways, the Economic Development Authority (EDA) has some marketing dollars to use on the Recovery Coordinator Grant the City received that if not used will need to be returned. As well as she will be attending site selector conferences to get the Waseca name and benefits out there and to see what people and business are looking for. Councilmember Mansfield said that Tina Wilson being as personable and knowledgeable as she is sending her to meet face to face with these businesses and site selectors is a great benefit to Waseca that he fully supports. Tina Wilson mentioned that the EDA has placed print and digital advertising with Minnesota Site Selector Magazine and she is updating a more available space specific ad for their February addition. The Quad Graphics building was mentioned because it has the railway spur which is a highly desirable benefit for many businesses.

The staffing at the Police Department was mentioned, Police Chief Penny Vought state that with all Police Departments nationally there is a shortage of police, this is due to many factors, to include; retirement,

illness, switching precincts and lack of new recruits. Waseca has a post for 1 Police Officer position and that one position has been out for several months. The workload has also grown, calls for the month of January were over 600 so the Police Department has been busy. Waseca is very selective on who they hire, the candidate needs to be the right “fit” to ensure the best for the Police Department and the Residents of Waseca. Both Chief Vought and Councilmember Schroeder stated that the residents of Waseca show a great amount of support for the Police Officers.

Councilmember Conrath thanked Interim City Manager Carl Sonnenberg for his support and that he is doing a “great job”. Councilmember Mansfield seconded that thought and said that he appreciates the communication from the Interim City Manager to the Council. Councilmember Mansfield stated that goes into his point on reviewing the City Charter to see if a City Manager is still the best way to go for the City of Waseca, or if a City Administrator role would be a better fit. Although he would still like to do a review of the full charter he thinks that the progress that Interim City Manager Sonnenberg has shown is how they would prefer the incoming City Manager to be, giving the Council more information. Councilmember Conrath said that if Interim City Manager would like to keep the position permanently he would happily discuss that idea and look at back filling into Carl’s previous position. He has been very appreciative of the updates that he has gotten on City Staffing that he was not getting previous so as people were telling him to cut City Staff from the budget he was not aware of what that meant because he wasn’t made aware that several staff members were already filling multiple roles. Councilmember Schroeder asked for an idea on how many multiple roles staff was performing but that information was not readily available and will be made available at a later meeting.

Wrapping up back to the City Manager position Councilmember Conrath reminded everyone that the majority of the goals talked about during this meeting needed to be second to filling that position and if needing to hire a “Head Hunter” and interviewing that could take several months. It was requested by Mayor Zimmerman that before the next regular City Council Meeting on February 7th they hold a work session at 6:00 p.m. to discuss with the Interim City Manager his thoughts on the position and based on his answers what may be the next steps.

The works session has been set for February 7, 2023 at 6:00 p.m. in the City Council Chambers, followed by the Regular City Council Meeting.

The meeting wrapped with a resounding appreciation and pride for the City of Waseca, The Staff of Waseca, and the Goals of Waseca.

There being no discussion and no action taken, the work session adjourned at 8:05 p.m.

RANDY L. ZIMMERMAN
MAYOR

JULIA HALL
CITY CLERK

City of Waseca goals for 2023

Randy Zimmerman

- Secure funding for new infrastructure for Gaiter Lake Development, northwest quadrant expansion, and West Interchange/water tower.
 - Over 1000 acres could be developed/annexed
 - Make decision on Gaiter Lake development-new RFP for developer, or city develop?
 - Engage with targeted land owners in Northwest quadrant and west interchange to create development plan.
 - Review/establish design standards
- Develop and submit Sales Tax Initiative for community athletic and recreation center and parks enhancements. Potential amenities:
 - Field house
 - Walking/running track
 - New senior center
 - Indoor playground
 - Climbing wall
 - Ice rink
 - Aquatic center
 - New Library
 - Parks enhancements(examples/ideas)
 - Review amenities for each park
 - Art/sculptures
 - Ice Skating loop-Trowbridge or Clear Lake Park
 - Sledding hill/toboggan slide at Maplewood
 - Water Slide at Maplewood
 - Disc golf at Courthouse Park or existing city park
 - New Band shell at Clear Lake Park
 - Walking paths in Trowbridge and Clear Lake Park
- Identify and establish redevelopment zone(s) for city core and existing industrial park.
 - Commercial and residential
 - Review/establish design standards
 - Tax abatement plan for existing property owners
- Update Comprehensive Plan/strategic city plan. (Bolton and Menk?)
- Identify needs for city wide staffing, in particular Law enforcement, and determine how to bolster, support, retain, and recruit.
 - Salary comparisons
 - Incentives
 - Code review/adopt new regarding narcotics(THC & illicit)

Mark Christiansen

- Housing—anything to grow the community; if SE citizens don't want the Lower Farm developed then that should be an important consideration; we should look at other areas to develop, not just the Lower Farm
- Jobs—dovetail housing; support our business community and new businesses coming to Waseca
- Infrastructure—we will need to invest in infrastructure plus maintain what we have to grow the community; there is a cost to growth, or investment...however you want to look at it but it's not free
- Staff & CM position—I don't want to cut more staff; expectations of always doing more with less staff will result in doing less projects and having fewer expectations within the community & we will start to lose good staff, are we ready to deal with this reality; regarding the CM position, we could hire Carl and backfill his full-time jobs, or go outside to hire and spend more money & try to find a good candidate. I don't want to spend my summer interviewing candidates. Carl is doing a good job; he communicates and keeps us informed; what do people want?
- Quality of life—we need to continue our work with the County on improving our lakes; we need to continue support of our parks and Water Park, but if we don't want to pay for quality-of-life amenities then we should plan to shut down and reduce our amenities.

Jeremy Conrath

These are my goals for the Mayor, I wanted to tell you that I think you are doing a great job as our city manager! So please don't read anything into my goals, I just think we should start moving forward given how long the hiring process takes.

1. Address the city charter and decide if we are going to hire a city manager or city administrator. I also think some other things in the city charter should be looked at too, like a couple city council members being involved in union contract negotiations. I actually have an idea that I think would be good for employer and employee.
2. Hire a firm to recruit a city manager/administrator and then hire the best candidate.
3. Work on developing the Gaiter Lake property.
4. Work on getting infrastructure to the northwest part of town as I feel this will probably be the next area developed for housing.
5. If we can get the grants, work on the new industrial park at the west interchange.

Stacey Schroeder

1. Relationships & Partnerships- to have healthy, working relationships with city staff, community members and businesses. We are a team.
 - City Staff- to make sure they are supported and given the tools & confidence needed to perform their duties. To encourage communication, partnerships and maintain employee retention.
 - Community Members- to build trust so that they feel informed and able to engage with its City leaders & have investment into having a vibrant city to live & thrive in.
 - Businesses- to form healthy partnerships to be given a foundation to be able to build & grow. To encourage growth and attract new businesses within our community.
 2. Joint Government Committee- to be able to work together on moving our part of the world forward more efficiently. To encourage communications and sharing of information & resources.
 3. Branding Waseca- who & what is Waseca. To be the best possible Waseca. Why would people want to make Waseca their home for their business & families. How are we to attract amenities or industry here if we don't know who we are or what direction to go in.
 4. Growing our Tax Base- more housing and industry for Waseca. To become more proactive in developing both areas of our community. It's no secret we are a high taxed city with a housing crisis, food desert and are job poor. We need to actively attract development in all areas.
 5. To be ready to go after all available funding. Looking at the LGA, 17.6billion surplus, granting (city staff has been great at utilizing grants) for infrastructure current & future. Looking at how to fund a West Interchange and promote growth to be shovel ready and annexation.
- Thank you for allowing me to share in some of my thoughts and goals to work on to keep Waseca healthy, vibrant, and growing.

John Mansfield

1. work with the council to amend the city charter.
2. Work to promote a more fair tax and spending plan for the city to encourage residents and businesses to stay and move here.
3. Encourage housing development
4. Maintain clean water and lakes.
5. Continue to seek a grocery store/coop . I think these are some of my preferred options to work with in the near future. Thanks

Daren Arndt

1. New business to town
2. Keep property taxes down
3. Keep our brush pick up and leaf pick up program going
4. Bring a grocery store to town
5. We to have more apartments so we can bring more people to work

James Ebertowski

-Continue looking for and identifying ways that City Council and staff can spend less and or save tax dollars whether it is within large street projects or as simple as office supplies.

-Encouraging others to become involved in local politics or general public service. (planning and zoning, coming to meetings to voice concerns or approval.)

-Continued work towards housing and development while being able to attract new residents.

-Along with housing/development/new residents. Look for opportunities to help bring new business into town to use our empty buildings without putting financial burden on the tax payer.

-Help to support current and new business in town. Becoming an asset for them to grow and increase the number of job opportunities they have for our community.



6B

LIST OF EXPENDITURES

February 7, 2023



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City Council	4,250.00
Streets	29,864.06
Parks	18,652.13
Wastewater	8,685.38
Utility Administration	8,541.36
Utility Offices	7,946.36
Electric	15,377.47
Water	7,507.00
Building and Code Compliance	3,040.71
Police	67,278.72
Administration	3,088.69
Community Aides	697.20
Fire	9,620.76
Paid On Call Fire Department	0.00
PEG	288.44
Election Judges	0.00
Finance	9,931.21
Connections	3,183.24
Community Development	2,414.18
Engineering	16,845.02
Recreation	2,463.14
Econ Development	<u>3,100.69</u>

Total Gross Payroll 222,775.76

*Less- Payroll Deductions (72,006.98)

Net Payroll Cost \$ 150,768.78

*These costs are included in Accounts Payable totals below

Accounts Payable

Expenditures dated:

January 13, 2023-February 2, 2023

Includes check #'s 158887-158949

Bank ACH Withdrawals..... 1,744,104.45

GRAND TOTAL EXPENDITURES \$ 1,894,873.23

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
General Fund						
02/02/2023	22303	Quadient Finance	Postage	101-15510-0000	1,250.00	M
Total 101155100000:					1,250.00	
01/31/2023	12325	MN Sales and Use Tax Payable	December Sales Tax Payable	101-20210-0000	65.82	M
Total 101202100000:					65.82	
01/24/2023	12331	ACH Internal Revenue Service	FEDERAL WITHHOLDING TAX Pay Period: 1/22/2023	101-21701-0000	21,352.89	M
Total 101217010000:					21,352.89	
01/24/2023	12327	MN Department of Revenue	STATE WITHHOLDING TAX Pay Period: 1/22/2023	101-21702-0000	9,981.42	M
01/24/2023	12326	MN Department of Revenue	GARNISHMENT Pay Period: 1/22/2023	101-21702-0000	534.48	M
Total 101217020000:					10,515.90	
01/24/2023	12331	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 1/22/2023	101-21703-0000	8,755.01	M
01/24/2023	12331	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 1/22/2023	101-21703-0000	9,303.27	M
Total 101217030000:					18,058.28	
01/24/2023	12328	Public Employees Retirement Assn (ACH adj		101-21704-0000	.05	M
01/24/2023	12328	Public Employees Retirement Assn (ACH PERA COORD Emplr 1% Pay Period: 1/22/2023		101-21704-0000	1,360.46	M
01/24/2023	12328	Public Employees Retirement Assn (ACH PERA COORDINATED Employee Pay Period: 1/22/2023		101-21704-0000	8,843.11	M
01/24/2023	12328	Public Employees Retirement Assn (ACH PERA POLICE Employee Pay Period: 1/22/2023		101-21704-0000	8,221.97	M
01/24/2023	12328	Public Employees Retirement Assn (ACH DEF CONTRIBUTION/EMPL Pay Period: 1/22/2023		101-21704-0000	58.70	M
01/24/2023	12328	Public Employees Retirement Assn (ACH PERA COORDINATED Employer Pay Period: 1/22/2023		101-21704-0000	8,843.11	M
01/24/2023	12328	Public Employees Retirement Assn (ACH PERA POLICE Employer Pay Period: 1/22/2023		101-21704-0000	12,332.94	M
01/24/2023	12328	Public Employees Retirement Assn (ACH DEF CONT Employer Pay Period: 1/22/2023		101-21704-0000	58.70	M
Total 101217040000:					39,719.04	
01/24/2023	158890	NCPERS Minnesota - 8266711	LIFE INSURANCE - PERA Pay Period: 1/22/2023	101-21711-0000	224.00	
Total 101217110000:					224.00	
01/24/2023	12331	ACH Internal Revenue Service	MEDICARE Pay Period: 1/22/2023	101-21712-0000	2,955.95	M
01/24/2023	12331	ACH Internal Revenue Service	MEDICARE Pay Period: 1/22/2023	101-21712-0000	3,084.18	M
Total 101217120000:					6,040.13	
01/24/2023	12332	MSRS- (DEF COMP)	MSRS - ROTH (AFTER TAX) Pay Period: 1/22/2023	101-21713-0000	1,450.00	M
01/24/2023	12332	MSRS- (DEF COMP)	MSRS - DEF COMP Pay Period: 1/22/2023	101-21713-0000	924.00	M
Total 101217130000:					2,374.00	
01/24/2023	12330	Vantagepoint Transfer Agents 457	ICMA - ROTH (AFTER TAX) Pay Period: 1/22/2023	101-21714-0000	350.00	M
01/24/2023	12330	Vantagepoint Transfer Agents 457	ICMA DEF COMPENSATION Pay Period: 1/22/2023	101-21714-0000	602.83	M
Total 101217140000:					952.83	
01/24/2023	12336	Colonial Life & Accident Insurance Co	COLONIAL LIFE Pay Period: 1/22/2023	101-21715-0000	1,167.54	M
01/24/2023	12336	Colonial Life & Accident Insurance Co	COLONIAL LIFE Pay Period: 1/8/2023	101-21715-0000	1,167.54	M

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101217150000:					2,335.08
01/31/2023	12321	Medsurety	Flex Reimbursement	101-21716-0000	265.30 M
01/31/2023	12319	Medsurety	Flex Reimbursement	101-21716-0000	2,500.00 M
01/31/2023	12323	Medsurety	Flex Reimbursement	101-21716-0000	497.22 M
01/31/2023	12322	Medsurety	Flex Reimbursement	101-21716-0000	5,000.00 M
01/24/2023	12334	Medsurety	HSA Contribution Pay Period: 1/22/2023	101-21716-0000	1,490.44 M
Total 101217160000:					9,752.96
01/24/2023	12329	MN Child Support Payment Center	CHILD SUPPORT FLAT AMT Pay Period: 1/22/2023	101-21717-0000	972.76 M
Total 101217170000:					972.76
01/24/2023	12335	Family Medical Care Plan	FMCP Single Pay Period: 1/8/2023	101-21720-0000	44.95 M
01/24/2023	12335	Family Medical Care Plan	FMCP Single Pay Period: 1/22/2023	101-21720-0000	44.95 M
01/24/2023	12335	Family Medical Care Plan	FMCP Single Pay Period: 1/22/2023	101-21720-0000	854.05 M
01/24/2023	12335	Family Medical Care Plan	FMCP Single Pay Period: 1/8/2023	101-21720-0000	854.05 M
01/24/2023	158891	United Healthcare	UHC Family Pay Period: 1/22/2023	101-21720-0000	16,250.00
01/24/2023	158891	United Healthcare	UHC Family Pay Period: 1/8/2023	101-21720-0000	16,250.00
01/24/2023	158891	United Healthcare	Armandariz Jan Cobra	101-21720-0000	2,634.61
01/24/2023	158891	United Healthcare	UHC Single Pay Period: 1/8/2023	101-21720-0000	15,248.52
01/24/2023	158891	United Healthcare	Gedicke Jan Cobra	101-21720-0000	847.14
01/24/2023	158891	United Healthcare	UHC Single Pay Period: 1/22/2023	101-21720-0000	15,248.52
01/24/2023	158891	United Healthcare	UHC Employee + 1 Pay Period: 1/8/2023	101-21720-0000	249.76
01/24/2023	158891	United Healthcare	Matson Jan Cobra	101-21720-0000	847.14
01/24/2023	158891	United Healthcare	UHC Employee + 1 Pay Period: 1/22/2023	101-21720-0000	321.04
01/24/2023	158891	United Healthcare	UHC Employee + 1 Pay Period: 1/8/2023	101-21720-0000	6,125.00
01/24/2023	158891	United Healthcare	Rugger Jan Cobra	101-21720-0000	847.14
01/24/2023	158891	United Healthcare	UHC Employee + 1 Pay Period: 1/22/2023	101-21720-0000	7,875.00
01/24/2023	158891	United Healthcare	UHC Family Pay Period: 1/8/2023	101-21720-0000	875.03
01/24/2023	158891	United Healthcare	UHC Family Pay Period: 1/22/2023	101-21720-0000	874.90
01/24/2023	158891	United Healthcare	Hall adj	101-21720-0000	974.21-
01/24/2023	158891	United Healthcare		101-21720-0000	81,825.31-
Total 101217200000:					3,492.28
01/24/2023	12335	Family Medical Care Plan	FMCP Family Pay Period: 1/22/2023	101-21724-0000	702.00 M
01/24/2023	12335	Family Medical Care Plan	FMCP Family Pay Period: 1/8/2023	101-21724-0000	702.00 M
01/24/2023	12335	Family Medical Care Plan	FMCP Family Pay Period: 1/22/2023	101-21724-0000	6,318.00 M
01/24/2023	12335	Family Medical Care Plan	FMCP Family Pay Period: 1/8/2023	101-21724-0000	6,318.00 M
Total 101217240000:					14,040.00
02/02/2023	158916	Fame Awards	Nameplate-Council	101-41110-2000	130.00
Total 101411102000:					130.00
02/02/2023	20230055	Christiansen, Mark	Technology Reimbursement	101-41110-3200	35.27
02/02/2023	20230055	Christiansen, Mark	Technology Reimbursement	101-41110-3200	35.39
Total 101411103200:					70.66
02/02/2023	20230079	Personalized Printing Inc.	Winter Newsletter	101-41110-3500	798.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101411103500:					798.00
02/02/2023	20230059	Discover Waseca Tourism	December Lodging Tax	101-41110-4440	1,842.84
02/02/2023	20230059	Discover Waseca Tourism	November Lodging tax	101-41110-4440	1,893.71
Total 101411104440:					3,736.55
02/02/2023	158936	Shred-it USA LLC	Monthly Service	101-41320-3100	21.19
Total 101413203100:					21.19
02/02/2023	158939	St. Cloud State University	City Clerk Training	101-41320-3300	355.00
Total 101413203300:					355.00
02/02/2023	20230090	Wilson, Tina	Mileage Reimbursement	101-41320-3350	98.64
Total 101413203350:					98.64
02/02/2023	20230047	APG Media of So MN LLC	Newspaper	101-41320-4330	76.75
Total 101413204330:					76.75
02/02/2023	158937	South Central College	2023 Annual Safety Training	101-41320-4940	1,385.00
Total 101413204940:					1,385.00
02/02/2023	20230044	A. H. Hermel Company	Pop for Vending Machine	101-41320-4945	72.76
Total 101413204945:					72.76
02/02/2023	20230046	Amazon	W2 envelopes	101-41500-2000	53.54
Total 101415002000:					53.54
02/02/2023	158947	Waseca County Recorder	Senior Citizen Deferments	101-41500-3100	92.00
Total 101415003100:					92.00
02/02/2023	20230046	Amazon	Wireless Mouse and Keyboard - Wilson	101-41920-2050	43.99
02/02/2023	20230078	Pantheon Computer Systems Inc.	Laptop - N Willey	101-41920-2050	2,562.08
Total 101419202050:					2,606.07
02/02/2023	20230078	Pantheon Computer Systems Inc.	Maintenance Agreement	101-41920-3100	7,163.26
02/02/2023	20230078	Pantheon Computer Systems Inc.	Maintenance Agreement	101-41920-3100	7,424.22
02/02/2023	20230078	Pantheon Computer Systems Inc.	Maintenance Agreement	101-41920-3100	6,627.51
02/02/2023	20230078	Pantheon Computer Systems Inc.	Maintenance Agreement	101-41920-3100	2,170.00
Total 101419203100:					23,384.99
02/02/2023	20230061	DLT Solutions LLC	2023 AutoCAD subscription renewal	101-41920-4950	2,465.10
Total 101419204950:					2,465.10

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
02/02/2023	20230069	Innovative Office Supply	Office Supplies	101-41940-2000	10.32
Total 101419402000:					10.32
02/02/2023	20230044	A. H. Hermel Company	Coffee for breakroom	101-41940-2170	151.54
02/02/2023	20230044	A. H. Hermel Company	Janitorial Supplies	101-41940-2170	87.08
02/02/2023	158912	Cintas Corporation	First aid cabinet supplies - City Hall	101-41940-2170	57.21
Total 101419402170:					295.83
02/02/2023	20230051	Border States Electric Supply	Lighting	101-41940-2230	189.92
Total 101419402230:					189.92
02/02/2023	20230053	Cady Business Technologies Inc	Monthly Phone Support Plan	101-41940-3100	262.62
02/02/2023	158910	Cintas Corp	Floor mat service	101-41940-3100	54.58
02/02/2023	20230082	Stoltz Cleaning Services LLC	City hall cleaning	101-41940-3100	475.00
02/02/2023	20230082	Stoltz Cleaning Services LLC	City Hall Cleaning	101-41940-3100	380.00
02/02/2023	20230082	Stoltz Cleaning Services LLC	City Hall Cleaning	101-41940-3100	475.00
Total 101419403100:					1,647.20
02/02/2023	158913	Consolidated Communications	Monthly Billing	101-41940-3200	251.33
02/02/2023	158913	Consolidated Communications	Monthly Billing	101-41940-3200	148.82
Total 101419403200:					400.15
02/02/2023	158909	Centerpoint Energy	Monthly Billing	101-41940-3800	1,841.22
02/02/2023	22301	City of Waseca	January Utilities	101-41940-3800	1,799.67 M
Total 101419403800:					3,640.89
02/02/2023	158914	Elegant Creations	Granite Counter Top 50% Deposit	101-41940-4000	1,751.50
Total 101419404000:					1,751.50
02/02/2023	158947	Waseca County Recorder	Recording Fees	101-41950-3000	46.00
Total 101419503000:					46.00
02/02/2023	20230046	Amazon	office products - police	101-42100-2000	17.13
02/02/2023	20230069	Innovative Office Supply	Office Supplies - Police	101-42100-2000	174.96
02/02/2023	20230069	Innovative Office Supply	Office Supplies - Police	101-42100-2000	54.47
02/02/2023	20230069	Innovative Office Supply	Office Supplies - Police	101-42100-2000	21.48
02/02/2023	20230069	Innovative Office Supply	Office Supplies - Police	101-42100-2000	46.98
02/02/2023	20230069	Innovative Office Supply	Office Supplies - Police	101-42100-2000	63.18
02/02/2023	20230069	Innovative Office Supply	Office Supplies - Police	101-42100-2000	9.20
Total 101421002000:					387.40
02/02/2023	158945	Waseca County Highway Department	Monthly billing	101-42100-2120	2,398.16
02/02/2023	158945	Waseca County Highway Department	Monthly billing	101-42100-2120	5.00
Total 101421002120:					2,403.16
02/02/2023	20230044	A. H. Hermel Company	General Supplies	101-42100-2170	193.08

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
02/02/2023	20230046	Amazon	soap for PSB	101-42100-2170	34.00
Total 101421002170:					227.08
02/02/2023	20230083	Streicher's	uniform expense - Girtler	101-42100-2180	159.98
Total 101421002180:					159.98
02/02/2023	158946	Waseca County License Bureau	Registration Police	101-42100-2220	29.75
Total 101421002220:					29.75
02/02/2023	158932	Orkin Pest Control	Orkin - Police	101-42100-3000	101.00
Total 101421003000:					101.00
02/02/2023	158910	Cintas Corp	Mats - PD	101-42100-3100	8.98
02/02/2023	158910	Cintas Corp	Mats - PD	101-42100-3100	8.98
02/02/2023	158910	Cintas Corp	Mats - PD	101-42100-3100	8.98
02/02/2023	158936	Shred-it USA LLC	Monthly Service	101-42100-3100	21.19
Total 101421003100:					48.13
02/02/2023	158913	Consolidated Communications	Monthly Billing	101-42100-3200	251.33
02/02/2023	158913	Consolidated Communications	Monthly Billing	101-42100-3200	427.74
02/02/2023	158913	Consolidated Communications	Monthly Billing	101-42100-3200	45.09
02/02/2023	158944	Verizon Wireless	Monthly Billing	101-42100-3200	983.32
02/02/2023	158944	Verizon Wireless	Monthly Billing	101-42100-3200	41.14
Total 101421003200:					1,748.62
02/02/2023	20230063	Grotberg, Angie	Food while at MSCIC Conference	101-42100-3300	122.55
02/02/2023	158922	League of MN Cities	Online training	101-42100-3300	1,440.00
Total 101421003300:					1,562.55
02/02/2023	20230079	Personalized Printing Inc.	printing expense - police	101-42100-3500	484.70
Total 101421003500:					484.70
02/02/2023	158909	Centerpoint Energy	Monthly Billing	101-42100-3800	1,295.10
02/02/2023	22301	City of Waseca	January Utilities	101-42100-3800	696.95 M
Total 101421003800:					1,992.05
02/02/2023	20230088	Waseca Rotary Club	4th quarter dues	101-42100-4330	125.00
Total 101421004330:					125.00
02/02/2023	158906	Bock's Service Inc.	fuel	101-42200-2120	85.00
02/02/2023	158945	Waseca County Highway Department	Monthly billing	101-42200-2120	111.44
Total 101422002120:					196.44
02/02/2023	20230044	A. H. Hermel Company	General Supplies	101-42200-2170	193.08
02/02/2023	20230046	Amazon	soap for PSB	101-42200-2170	34.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
02/02/2023	20230050	Bomgaars Supply	Parts & Supplies	101-42200-2170	154.96
Total 101422002170:					382.04
02/02/2023	20230046	Amazon	Safety Boots Jason Forshee 2023	101-42200-2180	260.00
02/02/2023	20230077	Owatonna Shoe Company	Safety Boot-Sexton	101-42200-2180	165.00
Total 101422002180:					425.00
02/02/2023	20230046	Amazon	Ear Plugs/Ear Muffs	101-42200-2190	249.49
02/02/2023	158912	Cintas Corporation	First Aid - Fire	101-42200-2190	64.49
02/02/2023	158917	Fire Safety USA Inc.	Scene Dots	101-42200-2190	45.00
Total 101422002190:					358.98
02/02/2023	20230046	Amazon	Cotter Pins	101-42200-2210	20.98
Total 101422002210:					20.98
02/02/2023	158930	MPeters Enterprises Inc.	Flag	101-42200-2230	105.60
02/02/2023	158931	Nelson Contracting	Repairs	101-42200-2230	587.00
Total 101422002230:					692.60
02/02/2023	158903	Ancom Communications Inc	Ancom Maintenance Contract	101-42200-3100	3,526.13
02/02/2023	158910	Cintas Corp	Mats - FD	101-42200-3100	8.99
02/02/2023	158910	Cintas Corp	Mats - FD	101-42200-3100	8.99
02/02/2023	158910	Cintas Corp	Mats - FD	101-42200-3100	8.99
02/02/2023	158923	Lexipol LLC	Annual Subscription	101-42200-3100	5,384.77
02/02/2023	20230075	Martin-McAllister	Personnel Evaluation	101-42200-3100	2,600.00
02/02/2023	158940	Stryker Sales Corporation	Lucas Maintance	101-42200-3100	1,193.40
Total 101422003100:					12,731.27
02/02/2023	158913	Consolidated Communications	Monthly Billing	101-42200-3200	45.09
02/02/2023	158944	Verizon Wireless	Monthly Billing	101-42200-3200	46.14
Total 101422003200:					91.23
02/02/2023	158929	MN State Fire Chiefs Association	Annual Conference Registration	101-42200-3300	235.00
Total 101422003300:					235.00
02/02/2023	158909	Centerpoint Energy	Monthly Billing	101-42200-3800	1,295.10
02/02/2023	22301	City of Waseca	January Utilities	101-42200-3800	696.96 M
02/02/2023	22301	City of Waseca	January Utilities	101-42200-3800	50.56 M
02/02/2023	158913	Consolidated Communications	Monthly Billing	101-42200-3800	48.58
Total 101422003800:					2,091.20
02/02/2023	158929	MN State Fire Chiefs Association	Membership Renewal	101-42200-4330	460.00
Total 101422004330:					460.00
02/02/2023	20230073	Lenz Lawn Care & Landscaping Inc.	Sand/salt	101-42400-3100	677.25
02/02/2023	20230073	Lenz Lawn Care & Landscaping Inc.	Snow Removal - 820 2nd St NW	101-42400-3100	55.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101424003100:					732.25
02/02/2023	158944	Verizon Wireless	Monthly Billing	101-42400-3200	82.28
Total 101424003200:					82.28
02/02/2023	158945	Waseca County Highway Department	Monthly billing	101-43000-2120	56.41
Total 101430002120:					56.41
02/02/2023	22302	Verizon Wireless	Monthly Verizon Data Bill	101-43000-3200	80.02 M
02/02/2023	158944	Verizon Wireless	Monthly Billing	101-43000-3200	41.14
Total 101430003200:					121.16
02/02/2023	158924	MCEA D7 County Engineers	2023 D7 Engineer/Tech Conference	101-43000-3300	120.00
02/02/2023	20230081	Stangler, Cole	Expenses for MnDOT Cert Training - Cole Stangler	101-43000-3300	115.45
Total 101430003300:					235.45
02/02/2023	158945	Waseca County Highway Department	Monthly billing	101-43100-2120	6,131.80
02/02/2023	158945	Waseca County Highway Department	Monthly billing	101-43100-2120	20.00
02/02/2023	158945	Waseca County Highway Department	Monthly billing	101-43100-2120	317.21
Total 101431002120:					6,469.01
02/02/2023	158911	Cintas Corporation	First Aid Cabinet Supplies	101-43100-2170	65.18
02/02/2023	158912	Cintas Corporation	First aid cabinet supplies	101-43100-2170	71.97
Total 101431002170:					137.15
02/02/2023	158904	Aramark Uniform Services	uniform service	101-43100-2180	90.09
02/02/2023	158904	Aramark Uniform Services	uniform service	101-43100-2180	89.27
02/02/2023	158904	Aramark Uniform Services	Uniform service	101-43100-2180	89.27
Total 101431002180:					268.63
02/02/2023	158913	Consolidated Communications	Monthly Billing	101-43100-3200	47.75
Total 101431003200:					47.75
02/02/2023	158909	Centerpoint Energy	Monthly Billing	101-43100-3800	2,418.72
02/02/2023	22301	City of Waseca	January Utilities	101-43100-3800	50.56 M
02/02/2023	22301	City of Waseca	January Utilities	101-43100-3800	767.71 M
Total 101431003800:					3,236.99
02/02/2023	158905	Auto Value Waseca	Parts	101-43125-2120	44.37
02/02/2023	20230064	H & J Fuel Inc	Fuel	101-43125-2120	1,739.57
02/02/2023	20230064	H & J Fuel Inc	Fuel	101-43125-2120	1,489.57
Total 101431252120:					3,273.51
02/02/2023	158908	Cargill Inc. - Salt Division	Road salt	101-43125-2170	10,825.52

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101431252170:					10,825.52
02/02/2023	158902	Affordable Lawn Care Inc	Snow Hauling	101-43125-3100	1,785.00
02/02/2023	20230070	James Brothers Construction Inc.	Snow Hauling	101-43125-3100	1,575.00
02/02/2023	20230070	James Brothers Construction Inc.	Snow Hauling	101-43125-3100	2,520.00
Total 101431253100:					5,880.00
02/02/2023	22301	City of Waseca	January Utilities	101-43170-3800	176.77 M
Total 101431703800:					176.77
02/02/2023	20230066	Horizon Commercial Pool Supply	Aqua Lift Materials	101-45130-2210	79.00
Total 101451302210:					79.00
02/02/2023	158913	Consolidated Communications	Monthly Billing	101-45130-3200	242.27
Total 101451303200:					242.27
02/02/2023	158909	Centerpoint Energy	Monthly Billing	101-45130-3800	900.69
02/02/2023	22301	City of Waseca	January Utilities	101-45130-3800	534.62 M
Total 101451303800:					1,435.31
02/02/2023	20230066	Horizon Commercial Pool Supply	Aqua Pool Lift	101-45130-4000	6,230.56
Total 101451304000:					6,230.56
02/02/2023	20230056	Continental Research Corporation	TLCF Restroom Supplies	101-45180-2175	200.00
Total 101451802175:					200.00
01/24/2023	12333	MSRS- (DEF COMP)	Spies Retirement Payout	101-45200-1110	5,186.57 M
Total 101452001110:					5,186.57
02/02/2023	20230069	Innovative Office Supply	Calendar	101-45200-2000	9.93
Total 101452002000:					9.93
02/02/2023	158945	Waseca County Highway Department	Monthly billing	101-45200-2120	313.90
Total 101452002120:					313.90
02/02/2023	20230056	Continental Research Corporation	Park Restroom Supplies	101-45200-2170	1,720.96
02/02/2023	158941	The Tessman Company	Turf Supplies	101-45200-2170	1,573.20
02/02/2023	158941	The Tessman Company	Ice Melt	101-45200-2170	493.00
Total 101452002170:					3,787.16
02/02/2023	20230087	Wallace Carlson Printing	Park Staff Uniforms	101-45200-2180	108.00
Total 101452002180:					108.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
02/02/2023	20230050	Bomgaars Supply	Parts & Supplies	101-45200-2190	189.99
02/02/2023	158912	Cintas Corporation	First Aid Cabinet Supplies	101-45200-2190	59.69
Total 101452002190:					249.68
02/02/2023	158905	Auto Value Waseca	Parts	101-45200-2210	73.95
Total 101452002210:					73.95
02/02/2023	20230091	Zarnoth Brush Works Inc.	Broom for Ventrac - Parks	101-45200-2240	572.00
Total 101452002240:					572.00
02/02/2023	158913	Consolidated Communications	Monthly Billing	101-45200-3200	41.59
Total 101452003200:					41.59
02/02/2023	158909	Centerpoint Energy	Monthly Billing	101-45200-3800	865.08
02/02/2023	158909	Centerpoint Energy	Monthly Billing	101-45200-3800	83.06
02/02/2023	22301	City of Waseca	January Utilities	101-45200-3800	451.79 M
02/02/2023	22301	City of Waseca	January Utilities	101-45200-3800	57.48 M
Total 101452003800:					1,457.41
02/02/2023	158918	Gerber Manufacturing LTD	Picnic table parts	101-45200-4000	10,524.75
02/02/2023	20230068	IFACS	Picnic Table Hardware	101-45200-4000	130.14
Total 101452004000:					10,654.89
02/02/2023	20230050	Bomgaars Supply	Parts & Supplies	101-45500-2170	49.99
02/02/2023	20230069	Innovative Office Supply	Office Supplies	101-45500-2170	70.48
Total 101455002170:					120.47
02/02/2023	158927	MN Department of Labor & Industry	elevator inspection	101-45500-3100	100.00
02/02/2023	158932	Orkin Pest Control	Library-Pest control	101-45500-3100	80.00
02/02/2023	20230082	Stoltz Cleaning Services LLC	Library Cleaning	101-45500-3100	250.00
02/02/2023	20230082	Stoltz Cleaning Services LLC	Library Cleaning	101-45500-3100	200.00
02/02/2023	20230082	Stoltz Cleaning Services LLC	Library Cleanin	101-45500-3100	250.00
Total 101455003100:					880.00
02/02/2023	158909	Centerpoint Energy	Monthly Billing	101-45500-3800	1,219.87
02/02/2023	22301	City of Waseca	January Utilities	101-45500-3800	700.77 M
02/02/2023	158913	Consolidated Communications	Monthly Billing	101-45500-3800	75.40
Total 101455003800:					1,996.04
Total General Fund:					266,609.80
Airport					
02/02/2023	158911	Cintas Corporation	Airport first aid cabinet supplies	230-49810-3100	117.53
02/02/2023	20230089	Waste Management of Southern MN	Airport Waste Management	230-49810-3100	45.84
Total 230498103100:					163.37

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
02/02/2023	22304	CenturyLink	Airport Phone and Internet	230-49810-3200	112.80	M
02/02/2023	158913	Consolidated Communications	Monthly Billing	230-49810-3200	58.64	
02/02/2023	158913	Consolidated Communications	Monthly Billing	230-49810-3200	564.51	
Total 230498103200:					735.95	
02/02/2023	158909	Centerpoint Energy	Monthly Billing	230-49810-3800	133.34	
02/02/2023	22301	City of Waseca	January Utilities	230-49810-3800	88.07	M
02/02/2023	22310	Xcel Energy	Airport Electric	230-49810-3800	175.19	M
02/02/2023	22311	Xcel Energy	Airport Electric	230-49810-3800	256.47	M
Total 230498103800:					653.07	
02/02/2023	20230051	Border States Electric Supply	Phase converter for FBO Hangar	230-49810-4000	1,536.32	
02/02/2023	20230051	Border States Electric Supply	FBO hangar outlets & phase converter supplies	230-49810-4000	1,467.47	
Total 230498104000:					3,003.79	
Total Airport:					4,556.18	
Safe Haven Grant						
02/02/2023	20230069	Innovative Office Supply	Duplicate payment	279-46350-2000	54.73-	
Total 279463502000:					54.73-	
02/02/2023	158912	Cintas Corporation	Connections - first aid	279-46350-2170	87.89	
Total 279463502170:					87.89	
02/02/2023	158944	Verizon Wireless	Monthly Billing	279-46350-3200	41.14	
Total 279463503200:					41.14	
Total Safe Haven Grant:					74.30	
PEG Channel						
02/02/2023	158915	EPA Audio Visual Inc.	Annual Subscription	290-41920-4330	2,388.00	
Total 290419204330:					2,388.00	
Total PEG Channel:					2,388.00	
2014A GO Bonds						
02/02/2023	22305	U.S. Bank	2014 A Bond Series	390-47000-6000	310,000.00	M
Total 390470006000:					310,000.00	
02/02/2023	22305	U.S. Bank	2014 A Bond Series	390-47000-6100	35,300.01	M
Total 390470006100:					35,300.01	
02/02/2023	20230048	Baker Tilly Municipal Advisors LLC	Fiscal Agent Fees	390-47000-6200	425.00	
Total 390470006200:					425.00	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Total 2014A GO Bonds:					345,725.01	
2014B Refunding Bond						
02/02/2023	22306	U.S. Bank	2014B Bond Series	395-47000-6000	75,000.00	M
Total 395470006000:					75,000.00	
02/02/2023	22306	U.S. Bank	2014B Bond Series	395-47000-6100	15,450.00	M
Total 395470006100:					15,450.00	
02/02/2023	20230048	Baker Tilly Municipal Advisors LLC	Fiscal Agent Fees	395-47000-6200	425.00	
Total 395470006200:					425.00	
Total 2014B Refunding Bond:					90,875.00	
Water						
01/31/2023	12325	MN Sales and Use Tax Payable	December Sales Tax Payable	601-20210-0000	1,147.42	M
Total 601202100000:					1,147.42	
02/02/2023	158919	Hawkins Inc	Demurrage	601-49401-2170	190.00	
02/02/2023	158919	Hawkins Inc	Conagra Well Chemicals	601-49401-2170	3,020.74	
02/02/2023	158919	Hawkins Inc	City Wells Chemicals	601-49401-2170	9,430.62	
Total 601494012170:					12,641.36	
02/02/2023	20230050	Bomgaars Supply	Parts & Supplies	601-49401-2210	19.54	
02/02/2023	20230052	Boss Supply Inc.	Load Valve	601-49401-2210	185.00	
02/02/2023	158919	Hawkins Inc	Halogen batteries	601-49401-2210	624.65	
Total 601494012210:					829.19	
02/02/2023	158909	Centerpoint Energy	Monthly Billing	601-49401-3800	421.50	
02/02/2023	22301	City of Waseca	January Utilities	601-49401-3800	10,598.60	M
02/02/2023	22309	Xcel Energy	December Service	601-49401-3800	241.26	M
Total 601494013800:					11,261.36	
02/02/2023	158919	Hawkins Inc	actuator testing	601-49401-4000	928.12	
02/02/2023	158925	Mid-America Meter Inc	Meter Calibration (Well Meter)	601-49401-4000	565.02	
Total 601494014000:					1,493.14	
02/02/2023	158928	MN Department of Natural Resources-O	DNR Water Use Invoice	601-49401-4500	4,169.16	
Total 601494014500:					4,169.16	
01/24/2023	12331	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 1/22/2023	601-49430-0000	548.26	M
01/24/2023	12331	ACH Internal Revenue Service	MEDICARE Pay Period: 1/22/2023	601-49430-0000	128.23	M
Total 601494300000:					676.49	
02/02/2023	158945	Waseca County Highway Department	Monthly billing	601-49430-2120	397.20	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 601494302120:					397.20
02/02/2023	20230050	Bomgaars Supply	Parts & Supplies	601-49430-2170	67.96
02/02/2023	20230057	Core & Main LP	Western Curb stop repairs	601-49430-2170	361.24
Total 601494302170:					429.20
02/02/2023	20230050	Bomgaars Supply	Parts & Supplies	601-49430-2180	19.99
Total 601494302180:					19.99
02/02/2023	20230062	Gopher State One-Call Inc	Annual Facility Operator Fee	601-49430-3100	16.67
Total 601494303100:					16.67
02/02/2023	158944	Verizon Wireless	Monthly Billing	601-49430-3200	40.01
Total 601494303200:					40.01
02/02/2023	158913	Consolidated Communications	Monthly Billing	601-49585-3200	67.02
02/02/2023	158942	U.S. Postal Service	Postage - February utility bills	601-49585-3200	493.32
Total 601495853200:					560.34
02/02/2023	20230076	On Target Inc.	CASS address certification-quarterly	601-49585-3500	49.19
Total 601495853500:					49.19
02/02/2023	20230069	Innovative Office Supply	counter pen	601-49586-2000	3.41
Total 601495862000:					3.41
02/02/2023	20230078	Pantheon Computer Systems Inc.	Maintenance Agreement	601-49586-4950	1,023.33
02/02/2023	20230078	Pantheon Computer Systems Inc.	Maintenance Agreement	601-49586-4950	1,060.61
02/02/2023	20230078	Pantheon Computer Systems Inc.	Maintenance Agreement	601-49586-4950	946.79
02/02/2023	20230078	Pantheon Computer Systems Inc.	Maintenance Agreement	601-49586-4950	310.00
Total 601495864950:					3,340.73
02/02/2023	22307	Keen Bank	Water portion bond series 2020A	601-49980-6000	37,872.50 M
02/02/2023	22306	U.S. Bank	2014B Bond Series	601-49980-6000	4,190.00 M
Total 601499806000:					42,062.50
02/02/2023	22307	Keen Bank	Water portion bond series 2020A	601-49980-6100	2,127.50 M
02/02/2023	22306	U.S. Bank	2014B Bond Series	601-49980-6100	276.54 M
Total 601499806100:					2,404.04
02/02/2023	20230048	Baker Tilly Municipal Advisors LLC	Fiscal Agent Fees	601-49980-6200	425.00
Total 601499806200:					425.00
Total Water:					81,966.40

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Sanitary Sewer					
02/02/2023	20230062	Gopher State One-Call Inc	Annual Facility Operator Fee	602-49470-3100	16.67
Total 602494703100:					16.67
02/02/2023	158913	Consolidated Communications	Monthly Billing	602-49470-3200	673.90
02/02/2023	158944	Verizon Wireless	Monthly Billing	602-49470-3200	40.01
02/02/2023	158944	Verizon Wireless	Monthly Billing	602-49470-3200	40.01
02/02/2023	158944	Verizon Wireless	Monthly Billing	602-49470-3200	40.01
02/02/2023	158944	Verizon Wireless	Monthly Billing	602-49470-3200	40.01
02/02/2023	158944	Verizon Wireless	Monthly Billing	602-49470-3200	40.01
02/02/2023	158944	Verizon Wireless	Monthly Billing	602-49470-3200	40.01
Total 602494703200:					913.96
02/02/2023	158909	Centerpoint Energy	Monthly Billing	602-49470-3800	23.54
02/02/2023	158909	Centerpoint Energy	Monthly Billing	602-49470-3800	427.23
02/02/2023	22301	City of Waseca	January Utilities	602-49470-3800	1,210.06 M
Total 602494703800:					1,660.83
02/02/2023	158945	Waseca County Highway Department	Monthly billing	602-49480-2120	181.42
Total 602494802120:					181.42
02/02/2023	158919	Hawkins Inc	Demurrage	602-49480-2170	50.00
02/02/2023	158919	Hawkins Inc	Demurrage	602-49480-2170	40.00
02/02/2023	20230086	USA Blue Book	Lab Supplies	602-49480-2170	660.84
Total 602494802170:					750.84
02/02/2023	20230050	Bomgaars Supply	Parts & Supplies	602-49480-2180	29.97
Total 602494802180:					29.97
02/02/2023	20230050	Bomgaars Supply	Parts & Supplies	602-49480-2230	74.97
Total 602494802230:					74.97
02/02/2023	158910	Cintas Corp	shop towels	602-49480-3100	6.20
02/02/2023	158910	Cintas Corp	Floor mat service	602-49480-3100	9.60
02/02/2023	158910	Cintas Corp	Floor mat service	602-49480-3100	9.60
02/02/2023	158912	Cintas Corporation	First Aid Cabinet Supplies	602-49480-3100	26.88
02/02/2023	20230071	Javens Mechanical Contracting Co.	Furnace Repair	602-49480-3100	400.00
02/02/2023	20230074	M & R Electric Inc.	SWP work	602-49480-3100	279.00
Total 602494803100:					731.28
02/02/2023	158913	Consolidated Communications	Monthly Billing	602-49480-3200	781.74
02/02/2023	158944	Verizon Wireless	Monthly Billing	602-49480-3200	41.14
Total 602494803200:					822.88
02/02/2023	158909	Centerpoint Energy	Monthly Billing	602-49480-3800	5,497.49
02/02/2023	22301	City of Waseca	January Utilities	602-49480-3800	456.68 M
02/02/2023	158938	SSI Crestmark MN Holding LLC	Solar Power	602-49480-3800	6,260.47

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
02/02/2023	158943	USS MN V MT LLC	Solar Power	602-49480-3800	1,200.02
Total 602494803800:					13,414.66
02/02/2023	20230047	APG Media of So MN LLC	newspaper	602-49480-4330	76.75
02/02/2023	158948	Water Environment Federation	Subscription	602-49480-4330	175.00
Total 602494804330:					251.75
02/02/2023	158913	Consolidated Communications	Monthly Billing	602-49585-3200	67.02
02/02/2023	158942	U.S. Postal Service	Postage - February utility bills	602-49585-3200	493.33
Total 602495853200:					560.35
02/02/2023	20230076	On Target Inc.	CASS address certification-quarterly	602-49585-3500	49.18
Total 602495853500:					49.18
02/02/2023	20230069	Innovative Office Supply	counter pen	602-49586-2000	3.42
Total 602495862000:					3.42
02/02/2023	20230078	Pantheon Computer Systems Inc.	Maintenance Agreement	602-49586-4950	1,023.33
02/02/2023	20230078	Pantheon Computer Systems Inc.	Maintenance Agreement	602-49586-4950	1,060.61
02/02/2023	20230078	Pantheon Computer Systems Inc.	Maintenance Agreement	602-49586-4950	946.79
02/02/2023	20230078	Pantheon Computer Systems Inc.	Maintenance Agreement	602-49586-4950	310.00
Total 602495864950:					3,340.73
01/19/2023	158887	Hydro-Klean LLC	I & I Remediation Phase 2	602-49593-5300	194,795.12
02/02/2023	20230074	M & R Electric Inc.	electric heaters	602-49593-5300	6,129.97
02/02/2023	158933	Parkson Corporation	Barscreen Project	602-49593-5300	270,306.00
02/02/2023	158933	Parkson Corporation	Barscreen Project	602-49593-5300	83,500.00
Total 602495935300:					554,731.09
02/02/2023	22308	Keen Bank	2020A Bond	602-49980-6000	56,808.75 M
02/02/2023	22306	U.S. Bank	2014B Bond Series	602-49980-6000	70,810.00 M
Total 602499806000:					127,618.75
02/02/2023	22308	Keen Bank	2020A Bond	602-49980-6100	3,191.25 M
02/02/2023	22306	U.S. Bank	2014B Bond Series	602-49980-6100	4,673.46 M
Total 602499806100:					7,864.71
02/02/2023	20230048	Baker Tilly Municipal Advisors LLC	Fiscal Agent Fees	602-49980-6200	425.00
Total 602499806200:					425.00
Total Sanitary Sewer:					713,442.46
Electric Utility					
01/31/2023	12325	MN Sales and Use Tax Payable	December Sales Tax Payable	604-20210-0000	33,734.76 M

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 604202100000:					33,734.76
02/02/2023	158934	Priebe, Marcia	Refund of overbilled consumption	604-37000-3701	1,607.46
Total 604370003701:					1,607.46
02/02/2023	22301	City of Waseca	January Utilities	604-49570-3800	103.86 M
Total 604495703800:					103.86
02/02/2023	158945	Waseca County Highway Department	Monthly billing	604-49571-2120	258.42
Total 604495712120:					258.42
02/02/2023	20230046	Amazon	NEC Code Book	604-49571-2170	105.00
02/02/2023	20230046	Amazon	Breakroom supplies	604-49571-2170	119.89
Total 604495712170:					224.89
02/02/2023	20230045	Amaril Uniform Co.	Safety Clothing	604-49571-2180	2,142.18
02/02/2023	20230045	Amaril Uniform Co.	Safety Clothing	604-49571-2180	288.05
02/02/2023	20230049	Bartz, Tom	SAfety Glasses	604-49571-2180	200.00
Total 604495712180:					2,630.23
02/02/2023	20230062	Gopher State One-Call Inc	Annual Facility Operator Fee	604-49571-3100	16.66
Total 604495713100:					16.66
02/02/2023	158944	Verizon Wireless	Monthly Billing	604-49571-3200	40.01
02/02/2023	158944	Verizon Wireless	Monthly Billing	604-49571-3200	40.01
02/02/2023	158944	Verizon Wireless	Monthly Billing	604-49571-3200	40.01
Total 604495713200:					120.03
02/02/2023	20230060	Ditch Witch of Minnesota	Boring Parts	604-49573-2230	150.03
Total 604495732230:					150.03
02/02/2023	22301	City of Waseca	January Utilities	604-49574-3800	282.50 M
Total 604495743800:					282.50
02/02/2023	22301	City of Waseca	January Utilities	604-49575-3800	701.67 M
Total 604495753800:					701.67
02/02/2023	158913	Consolidated Communications	Monthly Billing	604-49585-3200	67.02
02/02/2023	158913	Consolidated Communications	Monthly Billing	604-49585-3200	51.58
02/02/2023	158942	U.S. Postal Service	Postage - February utility bills	604-49585-3200	493.33
Total 604495853200:					611.93
02/02/2023	20230076	On Target Inc.	CASS address certification-quarterly	604-49585-3500	49.19

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 604495853500:					49.19
02/02/2023	20230069	Innovative Office Supply	counter pen	604-49586-2000	3.41
Total 604495862000:					3.41
02/02/2023	158936	Shred-it USA LLC	Monthly Service	604-49586-3100	21.19
Total 604495863100:					21.19
02/02/2023	20230078	Pantheon Computer Systems Inc.	Maintenance Agreement	604-49586-4950	1,023.33
02/02/2023	20230078	Pantheon Computer Systems Inc.	Maintenance Agreement	604-49586-4950	1,060.61
02/02/2023	20230078	Pantheon Computer Systems Inc.	Maintenance Agreement	604-49586-4950	946.79
02/02/2023	20230078	Pantheon Computer Systems Inc.	Maintenance Agreement	604-49586-4950	310.00
Total 604495864950:					3,340.73
01/31/2023	12324	Bartlett West Inc	Rail Crossing Permit Application	604-49593-5300	1,294.00 M
02/02/2023	20230051	Border States Electric Supply	Meters	604-49593-5300	3,171.84
02/02/2023	20230072	JT Services of MN	transformer markers	604-49593-5300	680.92
02/02/2023	20230084	Stuart C. Irby Company	Conversion Conductor	604-49593-5300	37,251.00
Total 604495935300:					42,397.76
02/02/2023	20230060	Ditch Witch of Minnesota	Vac Tron Excavation Machine	604-49593-5400	115,862.00
Total 604495935400:					115,862.00
Total Electric Utility:					202,116.72
Storm Water Utility					
02/02/2023	20230050	Bomgaars Supply	Parts & Supplies	651-43140-2170	6.99
Total 651431402170:					6.99
02/02/2023	22301	City of Waseca	January Utilities	651-43140-3800	416.05 M
Total 651431403800:					416.05
Total Storm Water Utility:					423.04
Central Garage Services					
02/02/2023	158905	Auto Value Waseca	Parts	701-43180-2170	13.48
02/02/2023	158907	C & D Oil Services of Waseca LLC	Oil Filter Disposal	701-43180-2170	60.00
02/02/2023	20230065	H & L Mesabi	freight	701-43180-2170	75.00
02/02/2023	20230068	IFACS	genral shop supplies	701-43180-2170	86.85
02/02/2023	20230080	Sanco Equipment LLC	Polyside shields	701-43180-2170	479.99
Total 701431802170:					715.32
02/02/2023	158905	Auto Value Waseca	Parts	701-43180-2210	537.98
02/02/2023	20230051	Border States Electric Supply	connectors for HLA plows & loaders	701-43180-2210	398.20
02/02/2023	20230054	Christensen Tire Service	New tires # 18	701-43180-2210	1,020.08
02/02/2023	20230058	Custom Fire Apparatus Inc.	headlight switch for 525 pumper	701-43180-2210	38.91
02/02/2023	20230065	H & L Mesabi	Boss DXT cutting edges	701-43180-2210	660.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
02/02/2023	20230065	H & L Mesabi	wing & plow carbides	701-43180-2210	2,390.00
02/02/2023	20230065	H & L Mesabi	curb runners, all equip.	701-43180-2210	2,466.00
02/02/2023	20230065	H & L Mesabi	park DXT plow blades	701-43180-2210	660.00
02/02/2023	20230065	H & L Mesabi	3' carbide blades (underbody)	701-43180-2210	574.00
02/02/2023	20230065	H & L Mesabi	3' carbide blades (underbo12' plow cover bladedy)	701-43180-2210	276.00
02/02/2023	158920	Janesville Tire Service	Mount Tires on skid loader	701-43180-2210	65.00
02/02/2023	158921	John Deere Financial	JD Mower oil filters	701-43180-2210	83.28
02/02/2023	158921	John Deere Financial	HLA Plow parts	701-43180-2210	730.85
02/02/2023	20230080	Sanco Equipment LLC	Return parts	701-43180-2210	600.95-
02/02/2023	20230080	Sanco Equipment LLC	Return Parts	701-43180-2210	63.01-
02/02/2023	20230080	Sanco Equipment LLC	Returned parts	701-43180-2210	74.96-
02/02/2023	20230080	Sanco Equipment LLC	Lug nuts & studs	701-43180-2210	44.76
02/02/2023	20230080	Sanco Equipment LLC	Pivot kit	701-43180-2210	79.42
02/02/2023	20230080	Sanco Equipment LLC	Fuel Filters	701-43180-2210	995.54
02/02/2023	158935	Shade Tree Oil & Repair LLC	Tires for bobcat loader	701-43180-2210	1,305.28
01/19/2023	20230035	Tenco Inc	RPM blower clutch sensor	701-43180-2210	544.65- V
01/19/2023	158888	Tenco Inc	RPM blower clutch sensor	701-43180-2210	544.65
02/02/2023	20230085	Titan Machinery	windshield for older case loader	701-43180-2210	1,177.29
02/02/2023	20230085	Titan Machinery	Lower entry step	701-43180-2210	46.00
02/02/2023	158949	Wausau Equipment Company	snogo planetary drive	701-43180-2210	5,979.73
02/02/2023	20230091	Zarnoth Brush Works Inc.	contera broom refill waffers	701-43180-2210	432.70
02/02/2023	20230092	Ziegler Inc	parts for grader turntable	701-43180-2210	2,354.64
02/02/2023	20230092	Ziegler Inc	grader wing cylinder rebuild	701-43180-2210	960.21
Total 701431802210:					22,536.95
02/02/2023	20230067	Huber Supply Co Inc	tank lease & 1 rental	701-43180-3100	113.42
Total 701431803100:					113.42
Total Central Garage Services:					23,365.69
Equipment Replacement Fund					
02/02/2023	158917	Fire Safety USA Inc.	Gate Valve	705-49930-5400	650.00
02/02/2023	158917	Fire Safety USA Inc.	28" Cone	705-49930-5400	111.00
02/02/2023	158926	Midwest Fire	New 522 Tanker Down Payment	705-49930-5400	10,258.00
Total 705499305400:					11,019.00
01/19/2023	158889	Waseca County License Bureau	License Fee - New Engineering Truck	705-49950-5400	1,542.85
Total 705499505400:					1,542.85
Total Equipment Replacement Fund:					12,561.85
Grand Totals:					1,744,104.45

Report Criteria:

Report type: GL detail

[Report].Amount = {<>} 0

RESOLUTION NO. 23-05**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:

**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 5603 NW 102nd Ave, Waseca, MN.

Adopted this 7th day of February, 2023.

RANDY L. ZIMMERMAN
MAYOR

ATTEST:

JULIA HALL
CITY CLERK

Title:	Approve Residential Tax Abatement for 305 22 nd Avenue NW (PID 017.285.2110)		
Meeting Date:	February 7, 2023	Agenda Item Number:	6D
Action:	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	<ul style="list-style-type: none"> Residential Tax Abatement Agreement Resolution 23-06
Originating Department:	Economic Development	Presented By:	Interim City Manager
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Approve Resolution 22-44, granting residential tax abatement for 305 22 nd Avenue NW and approval for signature to Residential Tax Abatement Agreement		
How does this item pertain to Vision 2030 goals?	Leveraging Economic Development Opportunities		

BACKGROUND: City Council has already authorized this parcel as eligible for tax abatement through Resolution 17-40.

BUDGET IMPACT: The residential tax abatement requested is 75% of city ad valorem taxes for a period of 6 years. The total abatement amount for any single qualifying parcel is not to exceed \$20,458.85 in total abatements during the duration of the agreement with annual abatements not to exceed \$3,409.76. The abatement will apply to the City’s share of ad valorem property taxes on the qualifying parcels derived from the value of the residential structure for which the City issues a building permit and paid by the record owners of such qualifying parcels.

ALTERNATIVES CONSIDERED: None. City Council has already deemed this lot as eligible and approved for the Residential Tax Abatement program by Resolution 17-40

RECOMMENDATION: Staff recommends approval of Resolution 23-06 and Residential Tax Abatement Agreement for 305 22nd Avenue NW.

RESOLUTION NO. 23-06

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

WHEREAS, the City Council of the City of Waseca (“City Council”) has approved a Tax Abatement Housing Program to encourage housing development within the City and has asked Waseca County to approve a tax abatement to augment the City program; and

WHEREAS, the City of Waseca desires to encourage, promote and facilitate residential development on vacant residential lots located within the City of Waseca (“City”), and has adopted a Residential Tax Abatement, a true and correct copy is on file at the offices of the City Manager, pursuant to which the City intends to offer abatement of City-imposed property taxes on qualifying residential properties in the City for which building permits for single family residential structures are applied for and issued by the City on or before December 31, 2024; and

WHEREAS, the parcels of real property for which abatements of City of Waseca-imposed property taxes are conditionally approved herein are identified and legally described in Resolution 17-40, Appendix A (the “eligible parcels”), and generally consist of every current vacant, unimproved parcel of property in a residential zoning district in the City of Waseca that are served by municipal infrastructure including central water and sanitary sewer service; and

WHEREAS, the City will use tax abatement for the purposes provided for in the Abatement Law and the City’s approved Tax Abatement to match the proposed term of the abatements for each eligible property that satisfies the conditions for abatement established herein (“the qualifying parcels described in Resolution 17-40, Appendix A”); and

WHEREAS, the City proposes to use tax abatement for the purposes provided for in the Abatement Law and the Abatement Policy (and hereinafter defined). The proposed term of the abatements for each eligible property that satisfies the conditions for abatement established herein (“the qualifying parcels”) will be for a term not to exceed six (6) years, with the City abating 75% percent of the portion of the City’s share of ad valorem property taxes on the qualifying parcel derived from the value of the residential structure for which the City issues a building permit and paid by the property owner. The total abatement amount for any single qualifying parcel is not to exceed \$20,458.85, for a maximum total abatement of City-imposed property taxes not to exceed \$3,409.76. The abatements will apply to the City’s share of ad valorem property taxes on the qualifying parcels derived from the value of the residential structure for which the City issues a building permit and paid by the record owners of such qualifying parcels (the “abatements”); and

WHEREAS, on December 20, 2016, the Council held a public hearing on the question of the abatements, with proper notice being duly given and published in advance; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council approve the Tax Abatement Applications substantially in form as presented, submitted by James Goettl and Terrie Goettl (305 22nd Avenue NW) Parcel ID #17.285.2110.

Adopted this 7th day of February 2023.

RANDY L. ZIMMERMAN
MAYOR

ATTEST:

JULIA HALL
CITY CLERK

(Do not write in the space above. Reserved for recording/transfer data)

RESIDENTIAL TAX ABATEMENT AGREEMENT

BY AND BETWEEN

CITY OF WASECA, MINNESOTA AND

AND

JAMES GOETTL AND TERRIE GOETTL

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RESIDENTIAL TAX ABATEMENT AGREEMENT

THIS AGREEMENT, made as of the 7th day of February 2023, by and among the City of Waseca, Minnesota, a Minnesota municipal corporation (the “City”) and JAMES GOETTL and TERRIE GOETTL, husband and wife (Developers),

WITNESSETH:

WHEREAS, following notice and a public hearing, the Waseca City Council adopted Resolution No. 16-56 on December 20, 2016 (the “City Abatement Resolution”), and thereby approved a program (the “City Abatement Program”) to encourage residential development on vacant residential lots in the City by providing abatement of the City’s share of ad valorem property taxes on qualifying parcels derived from the value of the residential structure for which the City issues a building permit and paid by the record owner(s) of such qualifying parcels in accordance with the referenced City Abatement Resolution, State law and the terms of the City’s Residential Tax Abatement Policy (attached to the City Abatement Resolution as Appendix A); and

WHEREAS, Developer has been approved for a building permit for a single-family residential structure located at 305 22nd Avenue NW in the City, Parcel No. 017.285.2110 (the “Property”), and the City has determined that the Property has qualified for tax abatement pursuant to the City’s Residential Tax Abatement Policy; and

WHEREAS, the City has approved abatement of the increased portion of the City’s share of ad valorem property taxes on the Property derived from the value of the residential development of the Property for a period not to exceed SIX (6) years, specifically with respect to the payable 2024 through 2026 property taxes, in a total amount not to exceed \$20,458.85; and

WHEREAS, the City believes that the development of the Property and fulfillment of this Agreement are in the best interests of the City, will contribute to the growth and modernization the housing options in the City, and increase the tax base in the City, and are in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Property will be developed and is being assisted; and

WHEREAS, the requirements of the Business Subsidy Law, Minnesota Statutes, Section 116J.993 through 116J.995, do not apply to this Agreement; and

WHEREAS, the City believes that the Project will meet the conditions of the Tax Abatement Act and Tax Abatement Program in that: (a) the City expects the benefits to the City from this Agreement to equal or exceed the costs to the City of this Agreement; and (b) the City finds that granting the Tax Abatement is in the public interest because it will increase or preserve the City’s tax base, provide employment opportunities in the City, and increase the housing opportunities available in the City; and

WHEREAS, the Developer and the City desire to enter into this Agreement in satisfaction of applicable requirements of the City, and to set out the undertakings and obligations of each party from this point forward with respect to the development of the Property.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Abatement Program means the program to encourage residential development on vacant residential lots in the City by providing the City Tax Abatements in accordance with the referenced City Abatement Resolution, State law and the terms of the City's Residential Tax Abatement Policy;

Abatement Resolution means Resolution No. 16-56 on December 20, 2016, together with the Residential Tax Abatement Policy attached thereto as Appendix A;

Agreement means this Agreement, as the same may be from time to time modified, amended or supplemented;

Business Day means any day except a Saturday, Sunday or a legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close;

City means the City of Waseca, Minnesota;

Code means the City's Code of Ordinances;

Developer means JAMES GOETTL and TERRIE GOETTL, husband and wife, and their assigns; heirs, successors and

Event of Default means any of the events described in Section 4.1;

Project means the construction of a single-family residential structure by the Developer on the Property;

Project Improvements means each and all of the improvements to be performed and/or constructed on the Property as part of the Project, pursuant to the Project Plans reviewed and approved by the City and for which the City issues a building permit. The timing of Developer's construction of the Project is described in more detail in remaining portions of this Agreement. All Project Improvements shall be completed to City specifications as provided in the Project Plans, this Agreement, and the Code;

Project Plans means all submissions required by the City Ordinances, or this Agreement with respect to the Project and all plans, drawings, plats and related documents for the construction of the Project, approved by the City and Developer, irrespective of whether the Developer's and/or the City's final approval of any such documents occurs before or after the execution and delivery of this Agreement;

Property means the real property legally described on Exhibit A, attached hereto;

State means the State of Minnesota;

Tax Abatement Act means Minnesota Statutes, Sections 469.1812 through 469.1815;

Tax Abatement Program means the Residential Tax Abatement Policy approved in the Abatement Resolutions, pursuant to Minnesota Statutes, Section 469.1812 through 469.1815, as amended; and

Tax Abatements means the City's reimbursement to the Developer of the City's share of ad valorem property taxes on the Property derived from the value of the residential development of the Property and paid by the Developer for a period not to exceed SIX (6) years, specifically with respect to the payable 2024 through 2026 property taxes, in a total amount not to exceed \$20,458.85, pursuant to the specific provisions of Section 3.8;

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the City. The City makes the following representations and warranties:

(1) The City is a municipal corporation organized under the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) The City Abatement Program was created, adopted and approved in accordance with the terms of the Tax Abatement Act.

(3) The City has made the findings required by the Tax Abatement Act for the Tax Abatement Program.

(4) This Agreement has been duly approved by the City Council of the City and the execution and delivery of this Agreement has been authorized by such City Council.

Section 2.2 Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

(1) The Developer is a Limited Liability Corporation, of the State of Minnesota and has the power to enter into the Agreement and to perform its obligations hereunder and is not in violation of any local, state or federal laws.

(2) The Developer will cause the Project to be constructed in accordance with the terms of the Agreement, the Project Plans, and all local, state, and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations, City Policy and Code).

(3) The Developer will obtain or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Project may be lawfully constructed. Without in any way limiting the foregoing, the

Developer will request and seek to obtain from the City, if necessary, such approvals, variances, conditional use permits, zoning changes and other required City approvals as may be applicable.

(4) The Project will, as of the date it is completed and subject to the issuance of City approvals as herein contemplated, contain only uses permitted under the Code.

(5) The Project would not be undertaken by the Developer, and in the opinion of the Developer would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.

(6) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(7) The Developer will cooperate fully with the City with respect to any litigation commenced with respect to the project, but only to the extent that the City and the Developer are not adverse parties to the litigation.

(8) The Developer will cooperate fully with the City in resolution of any traffic, drainage, utility, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Project.

ARTICLE III

UNDERTAKINGS BY DEVELOPER AND CITY

Section 3.1 Construction of Project and Reimbursement of Cost.

(1) The costs of the construction of the Project shall be paid by the Developer. The Developer will construct the Project in a good and workmanlike manner in accordance with the Project Plans and at all times prior to the termination of this Agreement will operate and maintain, preserve and keep the Project or cause the Project to be maintained, preserved and kept with the appurtenances and every part and parcel thereof, in good repair and condition.

(2) Upon completion of the Project, the City shall partially reimburse the Developer for the costs of the Project pursuant to the Abatement Program as provided in Section 3.8.

Section 3.2 Limitations on Undertaking of the City. Notwithstanding the provisions of Sections 3.1, the City shall have no obligation to reimburse the Developer for the costs of the Project, if the City, at the time or times such payment is to be made, is entitled under Section 4.2 to exercise any of the remedies set forth therein as a result of an Event of Default which has not cured.

Section 3.3 Commencement and Completion of Construction.

The Developer shall complete the Project within twelve months of the issuance of the building permit for the Project. All Project Improvements to be constructed or provided by the

Developer shall be in conformity with the Project Plans as submitted by the Developer and approved by the City.

Nothing in this Agreement shall be deemed to impair or limit any of the City's rights or responsibilities under its zoning laws or construction permit processes.

Section 3.4 Damage and Destruction. In the event of damage or destruction of the Project the Developer shall repair or rebuild the Project.

Section 3.5 No Change in Use of Project. The City's obligations pursuant to this Agreement shall be subject to the continued operation of the Project by the Developer.

Section 3.6 Prohibition Against Transfer of Project and Assignment of Agreement. The Developer represents and agrees that prior to the termination date of this Agreement the Developer shall not transfer the Project or any part thereof or any interest therein, without the prior written approval of the City. The City shall be entitled to require as conditions to any such approval that;

(1) Any proposed transferee shall have the qualifications and financial responsibility, in the reasonable judgment of the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer.

(2) Any proposed transferee, by instrument in writing satisfactory to the City shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement and agreed to be subject to all the conditions and restrictions to which the Developer is subject.

(3) There shall be submitted to the City for review and prior written approval all instruments and other legal documents involved in effecting the transfer of any interest in this Agreement or the Project.

Section 3.7 Real Property Taxes. The Developer acknowledges that it is obligated under law to pay all real property taxes and special assessments payable with respect to all parts of the Property acquired and owned by it which are payable pursuant to this Agreement, State law and any other statutory or contractual duty that shall accrue subsequent to the date of its acquisition of title to the Property (or part thereof) and until title to the property is vested in another person. The Developer agrees that for tax assessments so long as this Agreement remains in effect:

(1) It will not seek administrative review or judicial review of the applicability of any tax statute relating to the ad valorem property taxation of real property contained on the Property determined by any tax official to be applicable to the Project or the Developer or raise the inapplicability of any such tax statute as a defense in any proceedings with respect to the Property, including delinquent tax proceedings; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(2) It will not seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of real property contained on the Property determined by any tax official to be applicable to the Project or the Developer or raise the unconstitutionality of any such tax statute as a defense in any proceeding, including delinquent tax proceeding with respect to the Property; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(3) It will not seek any tax deferral or abatement, either presently or prospectively authorized under Minnesota Statutes, Section 469.181, or any other State or federal law, of the ad valorem property taxation of the Property so long as this Agreement remains in effect.

Section 3.8 Tax Abatements.

(1) The Tax Abatements paid to the Developer shall be in accordance with and subject to the terms and conditions contained in the Abatement Resolution and the Tax Abatement Act.

(2) The Tax Abatement shall be for a duration not to exceed SIX (6) years and shall apply to the City's share of ad valorem property taxes on the Property derived from the value of the residential development of the Property and paid by the Developer, beginning with taxes payable in 2024 and continuing through taxes payable in 2026, in the lesser amount annually of \$3,409.76 or Seventy-five (75) percent of the City's share of ad valorem property taxes on the Property derived from the value of the residential development of the Property for that year.

(3) On or before January 1 and July 1 each year commencing July 1, 2024, and including January 1, 2026, the Developer shall invoice the City in the amount of the City's portion of ad valorem property taxes on the Property paid by Developer in the previous six-month period to which the Developer is entitled to reimbursement under this Section. On or before February 1 and August 1 each year commencing August 1, 2024, and including **February 1, 2030** the City shall pay the Developer the amount of the Tax Abatements received by the City in the previous six-month period.

(4) In order to be entitled to the City Tax Abatements provided for in this Agreement, the Developer shall not be in default within the City of any of its payment obligations respecting any taxes, assessments, utility charges or other governmental impositions. Notwithstanding the other provisions of this Article, the City shall not have any obligation to the Developer with respect to the Abatement of taxes hereunder if the City, at the time or times such obligation is required, is entitled to exercise any of the remedies set forth in this Agreement as a result of an Event of Default, which has not been cured.

ARTICLE IV

EVENTS OF DEFAULT

Section 4.1 Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean whenever it is used in this Agreement any one or more of the following events:

(1) Failure by the Developer to timely pay when due the payments required to be paid or secured under any provision of this Agreement or which are otherwise required, including the payment of any ad valorem real property taxes, special assessments, utility charges or other governmental impositions with respect to the Property, the Project or any portion thereof.

(2) Failure by the Developer to cause the construction of the Project to be completed pursuant to the terms, conditions and limitations of this Agreement.

(3) Failure by the Developer to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under the Agreement.

(4) If Developer admits in writing of its inability to pay its debts generally as they become due, or shall file or be involuntarily named as a debtor in a petition in bankruptcy, or shall make an assignment for the benefit of creditors, or shall consent to the appointment of a receiver of itself or of the whole or any substantial part of the Property.

(5) If the Developer, on a petition in bankruptcy filed against it, be adjudicated bankrupt, or a court of competent jurisdiction shall enter an order or decree appointing, without the consent of the Developer, a receiver of the Developer or of the whole or substantially all of its property, or approve a petition filed against the Developer seeking reorganization or rearrangement of the Developer under the federal bankruptcy laws, and such adjudication, order or decree shall not be vacated or set aside or stayed within sixty (60) days from the date of entry thereof.

(6) If the Developer is in default under any mortgage and has not entered into a workout agreement with the Mortgagee within sixty (60) days after such default

Section 4.2 Remedies on Default. Whenever any Event of Default referred to in Section 4.1 occurs and is continuing, the City, as specified below, in addition to any other remedies or rights given the City under this Agreement, after the giving of thirty (30) days' written notice to the Developer citing with specificity the item or items of default and notifying the Developer that it has thirty (30) days within which to cure said Event of Default, may take any one or more of the following actions:

(1) The City may suspend its performance under this Agreement, including the payment of any Tax Abatement, until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement.

(2) The City may cancel and rescind the Agreement and reassess any ad valorem property taxes previously abated in proportion to the Developer's failure to construct or install the Project Improvements against the Developer in the manner of a special assessment.

(3) The City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement; provided that any exercise by the City of its rights or remedies hereunder shall always be subject to and limited by, and shall not defeat, render invalid or limit in any way the lien of any mortgage authorized by this Agreement; and provided further that should any Mortgagee succeed by foreclosure of the mortgage or deed in lieu thereof in respect to the Developer's interest in the Property, the Mortgagee shall, notwithstanding the foregoing, be obligated to perform the obligations of the Developer to complete construction of the Project described and in the manner required hereunder, but only to the extent that the same have not theretofore been performed by the Developer.

(4) The City may withhold any certificate or permit required hereunder.

The notice of an Event of Default required in this Section shall be effective on the date mailed or hand delivered to the Developer.

Section 4.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. Except as expressly set forth herein, it shall not be necessary to give notice to exercise a remedy, other than such notice as may be required in this Article.

Section 4.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party hereto and thereafter waived by another party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5 Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefore, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

Section 4.6 Release and Indemnification Covenants.

(1) The Developer expressly releases from and covenants and agrees to indemnify and hold the City and its officers, agents, servants, employees and all members of the City Council, its planning commission and other boards or commissions harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or an account of the Project, the Property, or the performance of work at the development site and elsewhere pursuant to this Agreement, and further releases such officers employees, agents and members from any personal liability in connection with handling funds pursuant to the terms of this Agreement. The indemnification provided hereunder shall not apply to intentional acts or the gross misconduct of the individual or entity so indemnified.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the following named parties, the Developer agrees to protect and defend the City and its officers, agents, servants and employees and all members of the City Council, its planning commission and other boards or commissions, now or forever, and further agrees to hold the aforesaid harmless from any claim, demand, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from a breach of the obligations of the Developer under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, maintenance and operation of the Project.

(3) The City and its officers, agents, employees and all members of the City Council, its planning commission and other boards or commissions shall not be liable for any damages or injury to the persons or property of the Developer or its officers, agents, servants or employees or any other person who may be about the Project due to any act of negligence of any person.

(4) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any officer, agent, servant, employee or any members of the City Council, its planning commission and other boards or commissions of the City in the individual capacity thereof.

(5) The Developer is not an agent of the City and this Agreement shall not be construed as creating a joint venture, partnership or other joint arrangement between the Developer and the City relating to the Project.

ARTICLE V

ADDITIONAL PROVISIONS

Section 5.1 Conflicts of Interest/No Personal Liability. No member of the governing body of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member or any other official or employee of the City participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the Developer in the event of any default or breach by the City or for any amount that may become due to the Developer for any obligations under the terms of this Agreement.

Section 5.2. Non-Discrimination. Developer shall not violate any law applicable to it with respect to civil rights and non-discrimination including, without limitation, Minnesota Statutes, Section 181.59.

Section 5.3. No Merger. None of the provisions of this Agreement are intended to be or shall be merged by reason of any deed transferring any interest in any part of the Property and any such deed shall not be deemed to affect or impair the provisions of this Agreement.

Section 5.4. Cleanup. The Developer shall promptly clear or cause to be cleared from the Property and any public streets or property, any soil, earth or debris or unnecessary personal property or equipment resulting from construction work by the Developer or its agents or assigns. If Developer fails to do so within two (2) business days of receipt of telephone or personally delivered personal notice from the City, the City shall be entitled to undertake such corrective action as it deems necessary and to charge the Developer for the cost of such corrective action. This remedy is in addition to any other remedy available to the City hereunder. Developer's failure to pay such charges when billed by the City shall be an additional Event of Default under this Agreement.

Section 5.5. Responsibility for Costs. Developer shall be responsible for the following costs incurred with respect to this Agreement, which costs shall be paid as set forth below:

(1) The Developer shall reimburse the City for reasonable, administrative, and out-of-pocket costs, expenses and disbursements incurred in the enforcement of this Agreement, including engineering and attorney's fees.

(2) The Developer shall pay in full all bills submitted to it by the City within thirty (30) days after receipt. If the bills are not paid on time, the City may without further notice to Developer exercise any one or more of the remedies provided to the City by Article 5 hereunder.

Section 5.6 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(1) in the case of the Developer is addressed to or delivered personally to:

James Goettl and Terrie Goettl
305 22nd Avenue NW
Waseca, MN 56093

(2) in the case of the City is addressed to or delivered personally to:

City Manager
City of Waseca
508 South State Street
Waseca, MN 56093

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 5.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 5.8 Duration. This Agreement shall remain in effect through February 1, 2034 (same date as last reimbursement payment in § 3.8(3)), unless earlier terminated or rescinded in accordance with its terms.

Section 5.9 Provisions Surviving Rescission or Expiration. Sections 4.5 and 4.6 shall survive any rescission, termination, or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

Section 5.10 Records—Availability and Retention. Pursuant to Minn. Stat. § 16C.05, subd. 5, the Developer agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Developer and involve transactions relating to this Agreement. The Developer agrees to maintain these records for a period of six years from the date of termination of this Agreement.

Section 5.11 Data Practices. The parties acknowledge that this Agreement is subject to the requirements of Minnesota’s Government Data Practices Act, Minnesota Statutes, Section 13.1 *et seq.*

Section 5.12. Rules of Interpretation.

- (1) Governing Law. This Agreement shall be interpreted in accordance with and governed by the laws of the State of Minnesota,
- (2) Includes Entire Agreement. The words "herein" and "hereof" and words of similar import, without reference to any particular section or subdivision refer to this Agreement as a whole rather than any particular section or subdivision hereof.
- (3) Original Sections. References herein to any particular article, section or paragraph hereof are to the section or subdivision of this Agreement as originally executed.
- (4) Headings. Any headings, captions, or titles of the several parts, articles, sections, and paragraphs of this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of its provision.
- (5) Conflict Between Agreements. In the event of any conflict between the terms, conditions and provisions of this Agreement and the terms, conditions and provisions of any other instrument, the terms, conditions and provisions of this Agreement shall control and take precedence.
- (6) Entire Agreement. This Agreement including any Schedules and Exhibits hereto contain the entire agreement of the parties relating to the subject matter herein, and no other prior or contemporary agreements, oral or written, shall be binding upon the parties hereto.
- (7) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns as provided and as conditioned in this Agreement.

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IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf, and the Developer has caused this Agreement to be duly executed in its name and on its behalf, on or as of the date first above written.

JAMES GOETTL

TERRIE GOETTL

STATE OF MINNESOTA)
) ss.
COUNTY OF WASECA)

The foregoing instrument was acknowledged before me this ____ day of February 2023, by James Goettl and Terrie Goettl, husband and wife, Developer.

Notary Public

CITY OF WASECA, MINNESOTA

By _____
Its Mayor

By _____
Its City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF WASECA)

The foregoing instrument was acknowledged before me this ____ day of February 2023, by Randy L Zimmerman, as Mayor, and Carl C Sonnenberg, as Interim City Manager, for the City of Waseca, Minnesota.

Notary Public

This Instrument was Drafted By:

Flaherty & Hood, P.A.
525 Park Street, Suite 470
St. Paul, MN 55103
(651) 225-8840

Exhibit A
Legal Description of Property

Parcel # 017.285.2110

Lot 11 Block 2
Fox Meadows 2nd Addition
City of Waseca

Title:	RESOLUTION 23-07 AUTHORIZING EXECUTION OF AMENDMENT #1 TO THE MINNESOTA DEPARTMENT OF TRANSPORTATION (MNDOT) LIMITED USE PERMIT (CITY PROJECT NO. 2023-06)		
Meeting Date:	February 7, 2023	Agenda Item Number:	6E
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:	- Project Location Map - Resolution 23-07 - Amendment #1 to the Limited Use Permit
Originating Department:	Engineering	Presented By:	Consent Agenda
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Adopt Resolution 23-07 authorizing execution of Amendment #1 to the MnDOT Limited Use Permit (City Project No. 2023-06).		
How does this item pertain to Vision 2030 goals?	Creating high quality community assets.		

BACKGROUND: On January 7, 2020, the City approved entering into a Limited Use Permit with MnDOT for the construction, maintenance, and use of non-motorized multi-use trail along North State Street (State Hwy 13) right-of-way. Last year, City staff applied for, and has been awarded pending a future cooperative agreement, up to \$125,000 in Local Partnership Program grant funding from MnDOT to construct a 10-foot-wide bituminous trail along the east side of North State Street between 13th Avenue and 15th Avenue (City Project No. 2023-06, see attached Project Location Map). Because this new section of trail will also be constructed, maintained, and used within MnDOT right-of-way, an amendment to the existing Limited Use Permit is required.

BUDGET IMPACT: None.

RECOMMENDATION: Staff recommends the Waseca City Council adopt Resolution 23-07 authorizing execution of Amendment #1 to the MnDOT Limited Use Permit.

PROJECT LOCATION MAP: State Hwy 13 Trail Connector



WASECA SENIOR
HIGH SCHOOL

RRFB CROSSING

TRAIL PROJECT
COMPLETED IN 2021

16th Ave NW

14th Ave NW

14th Ave NW

NEW 10' WIDE
BITUMINOUS TRAIL

2nd St NW

13th Ave NW

12th Ave NW

State Street Frontage Rd

State Hwy 13

State Hwy 13

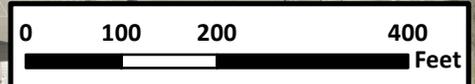
State Hwy 13

17th Ave NE

15th Ave NE

14th Ave NE

3rd St NE



**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
AMENDMENT OF LIMITED USE PERMIT
1**

C.S. 8102 (T.H. 13)
County of Waseca
LUP # 8102-0002
Permittee: City of Waseca
Expiration Date: 12/11/2029
Coop / Const. Agmt # 1052463

The State of Minnesota, Department of Transportation (“MnDOT”) and City of Waseca, (“Permittee”), entered into Limited Use Permit No. 8102-0002 (“LUP”) involving the construction, maintenance and operation of a Facility as further described in the LUP.

The parties desire to construct certain improvements to the Facility and add an additional segment along TH13 from 15th Avenue to 13th Avenue for the City of Waseca’s Safe Routes to School (SRTS) Project, and the parties deem certain amendments and additional terms, and conditions are mutually beneficial for the additional trail segments.

NOW THEREFORE

MnDOT and Permittee agree to amend the LUP with the substitution of the following terms and conditions which shall become part of the LUP.

1. Effective on _____, Permittee and MnDOT agree that Permittee may expand the Area to include an additional trail segment, as follows:

A nonmotorized bituminous trail along the east side of TH 13, between 15th Avenue and 13th Avenue (“Segment #1”), as shown in in blue on Exhibit A-1 attached hereto and by this reference incorporated herein and hereinafter included in the definition of Area.

2. Effective on _____, Permittee may construct improvements on Segment #1 on the Area in accordance with MnDOT’s approved plans and specifications and the Cooperative/Construction Agreement referenced above.
3. Effective on _____, Permittee’s certified copy of the Resolution is attached to this LUP as Exhibit C.

4. Except as specifically provided herein, the terms and conditions of the LUP are confirmed and continued in full force and effect. By this Amendment the terms and conditions herein incorporated into the LUP.

PERMITTEE

**MINNESOTA
DEPARTMENT**

OF TRANSPORTATION

RECOMMENDED FOR APPROVAL

By: _____
District
Engineer

Date _____

CITY OF WASECA

By _____
Its Mayor _____

And _____
Its Interim City Manager _____

APPROVED BY:

COMMISSIONER OF TRANSPORTATION

By: _____
Director, Office of Land Management

Date _____

LUP 8102-0002
EXHIBIT A-1

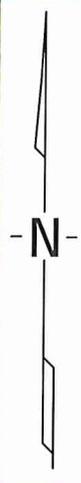
19TH AVE.

17TH AVE.

15TH AVE.

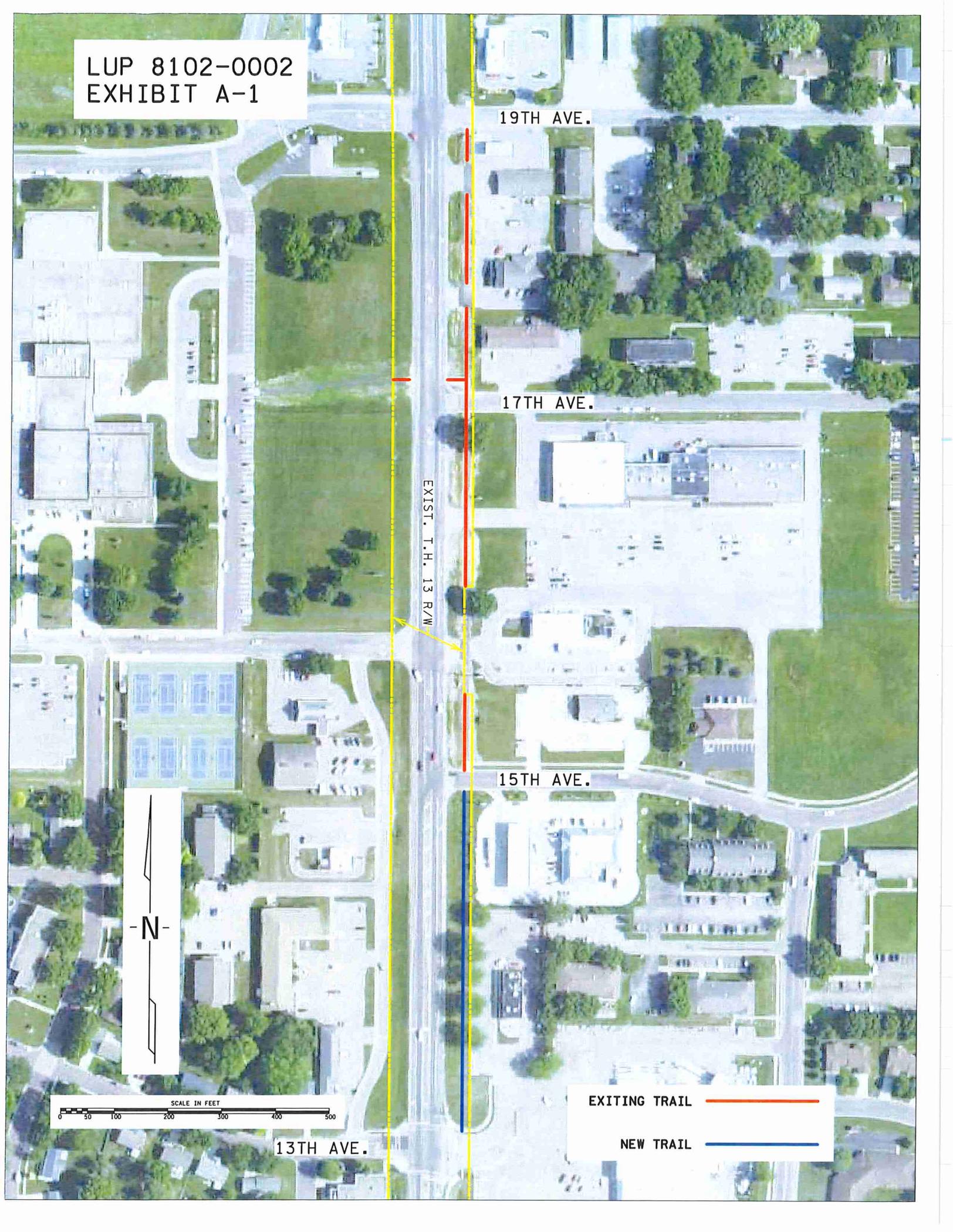
EXIST. T.H. 13 R/W

13TH AVE.



EXITING TRAIL 

NEW TRAIL 



RESOLUTION 23-07

**A RESOLUTION OF THE WASECA CITY COUNCIL
AUTHORIZING EXECUTION OF AMENDMENT #1 TO THE
MINNESOTA DEPARTMENT OF TRANSPORTATION (MNDOT) LIMITED USE PERMIT**

WHEREAS, the City desires to construct a 10-foot-wide non-motorized multi-use trail along the east side of Trunk Highway No. 13 between 13th Avenue and 15th Avenue, and

WHEREAS, an amendment to the Minnesota Department of Transportation (MnDOT) Limited Use Permit is required for the construction, maintenance, and use of said trail within Trunk Highway No. 13 right-of-way.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Waseca that the City of Waseca approves Amendment #1 to Limited Use Permit No. 8102-0002 with the Minnesota Department of Transportation (MnDOT) for the following purposes:

To provide for the construction, maintenance, and use by the City of Waseca upon, along, and adjacent to Trunk Highway No. 13, the limits of which are defined in said Limited Use Permit.

BE IT FURTHER RESOLVED by the City Council of the City of Waseca that the Mayor and Interim City Manager are authorized to execute Amendment #1 to Limited Use Permit No. 8102-0002.

Adopted this 7th day of February 2023.

RANDY L. ZIMMERMAN
MAYOR

CERTIFICATION:

I certify that the above Resolution is an accurate copy of the Resolution adopted by the City Council of the City of Waseca, Minnesota at an authorized meeting held on the 7th day of February 2023 as shown by the minutes of the meeting in my possession.

JULIA HALL
CITY CLERK

Notary Public
My Commission Expires _____

(SEAL)

C.S. 8102 (T.H. 13)
LUP # 8102-0002

Title:	ANNUAL SOLAR REPORT - 2022		
Meeting Date:	February 7, 2023	Agenda Item Number:	6F
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:	2022 Qualifying Facilities Report (Annual Solar Report)
Originating Department:	Electric Utility	Presented By:	Interim City Manager
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Staff recommends Council accept the 2022 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 seven solar customers in 2022. Solar power is referred to as photovoltaic, or PV power in this spreadsheet. The individual electric usage for the seven solar customers is combined in the attached Qualifying Facilities Report (Annual Solar Report) due to State data privacy rules, Minnesota Statute 13.685.

RECOMMENDATION: Staff recommends Council accept the 2022 Annual Solar Report on behalf of the Waseca Electric Utility.

City of Waseca Electric Utility

2022 Qualifying Facilities Report

Reporting Period:

January 1 - December 31, 2022

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)	7	46.88	Jan 2022	779	4377	490	
Notes:			Feb 2022	1269	4700	767	
			Mar 2022	2002	3496	894	
			Apr 2022	2258	2768	893	
			May 2022	2147	2708	897	
			Jun 2022	3167	3386	1698	
			Jul 2022	4513	4775	2378	
			Aug 2022	4476	4914	2116	
			Sep 2022	3963	4198	1818	
			Oct 2022	3471	3234	1654	
			Nov 2022	2070	3244	740	
			Dec 2022	775	5143	546	
			PV TOTAL ANNUAL		30,890	46,943	14,891

Title:	APPROVE PLANS AND SPECIFICATIONS AND AUTHORIZE BIDS FOR THE 2 ND STREET SW AND 2 ND AVENUE SW INTERSECTION RECONSTRUCTION PROJECT (CITY PROJECT NO. 2023-01)		
Meeting Date:	February 7, 2023	Agenda Item Number:	7A
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Project Location Map Storm Sewer Agreement
Originating Department:	Engineering	Presented By:	City Engineer
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Actions: Motion to approve plans and specifications and authorize bids for the 2 nd Street SW and 2 nd Avenue SW Intersection Reconstruction Project (City Project No. 2023-01).		
How does this item pertain to Vision 2030 goals?	Creating High Quality Community Assets		

BACKGROUND: City staff have completed the plans and specifications for the 2nd Street SW & 2nd Avenue SW Intersection Reconstruction Project (City Project No. 2023-01) and the Minnesota Department of Transportation (MnDOT) has reviewed and accepted them. This project involves the complete reconstruction of the intersection including new ADA sidewalk ramps and storm sewer and water main replacement. This project was initiated due to failing storm sewer, which will also be reconfigured to remove conflicts and redundant structures.

During design, it was determined that a storm sewer intake needed to be installed in the private parking lot located in the SW corner of the intersection in order to prevent stormwater from flowing across the public sidewalk. Upon project final acceptance, the parking lot intake and pipe connection shall become the property of the owners of the parking lot, who will then be responsible for all future repairs and maintenance (see attached Storm Sewer Agreement).

A total of 30 working days will be allotted for the substantial completion of this project with a late start date of July 17th. During construction, access to the Starfire Event Center will be maintained through the Miller-Armstrong building parking lot and signs will be posted to direct vehicles.

With Council approval, this project will be advertised for bid online (Quest CDN) beginning February 9th and posted in the Waseca County News on February 15th with a bid opening date of March 2nd. Contract award is anticipated to take place at the March 7th City Council meeting.

BUDGET IMPACT: Total project cost is estimated at \$237,957. A total of \$250,000 is included in the 2023 Capital Improvement Plan (CIP) budget for this project. Eligible street and storm sewer items will be funded with State Aid and the water main improvements will be funded by the Water Utility. Street and storm sewer items that are not eligible for State Aid will be funded by the Storm Sewer Utility. As recommended by City staff

and directed by Council at the November 15th, 2022 City Council meeting, project costs will not be assessed to the adjacent properties.

RECOMMENDATION: Staff recommends the City Council approve the plans and specifications and authorize bids for the 2nd Street SW and 2nd Avenue SW Intersection Reconstruction Project (City Project No. 2023-01).

2nd Ave SW & 2nd St SW Intersection Reconstruction Project



2nd St NW

Elm Ave (Old Hwy 14)

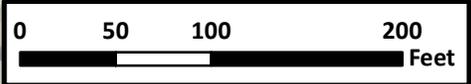
2nd Ave SW

2nd Ave SW

MS St SW

5th Ave SW

State Hwy 13





Storm Sewer Agreement

Project: 2nd Street SW & 2nd Avenue SW Intersection Reconstruction

Property Owner(s): Eugene & Bonnie Miller

Parcel Address: 200 2nd Street SW

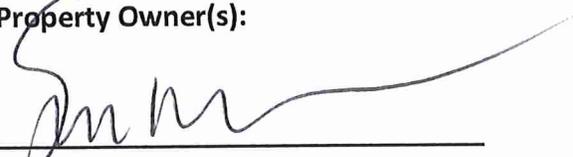
Parcel ID #: 171010230

The City of Waseca ("City"), and the Owners of 200 2nd Street SW ("Owners"), do hereby consent and agree to the following:

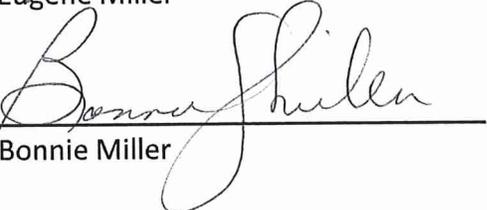
1. The City of Waseca shall be responsible for the construction and installation of storm sewer intake structure CB-1A and storm sewer pipe P-1A (12" RCP) in conjunction with the 2nd Street SW & 2nd Avenue SW Reconstruction Project and as depicted on the attached Exhibit A.
2. Upon final project completion and acceptance by the City, storm sewer intake structure CB-1A and storm sewer pipe P-1A shall become the private property of the Owners, who will be responsible for all future maintenance and repairs.

Dated this 20th day of Dec, 2022.

Property Owner(s):

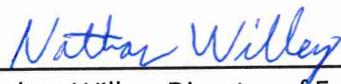


Eugene Miller



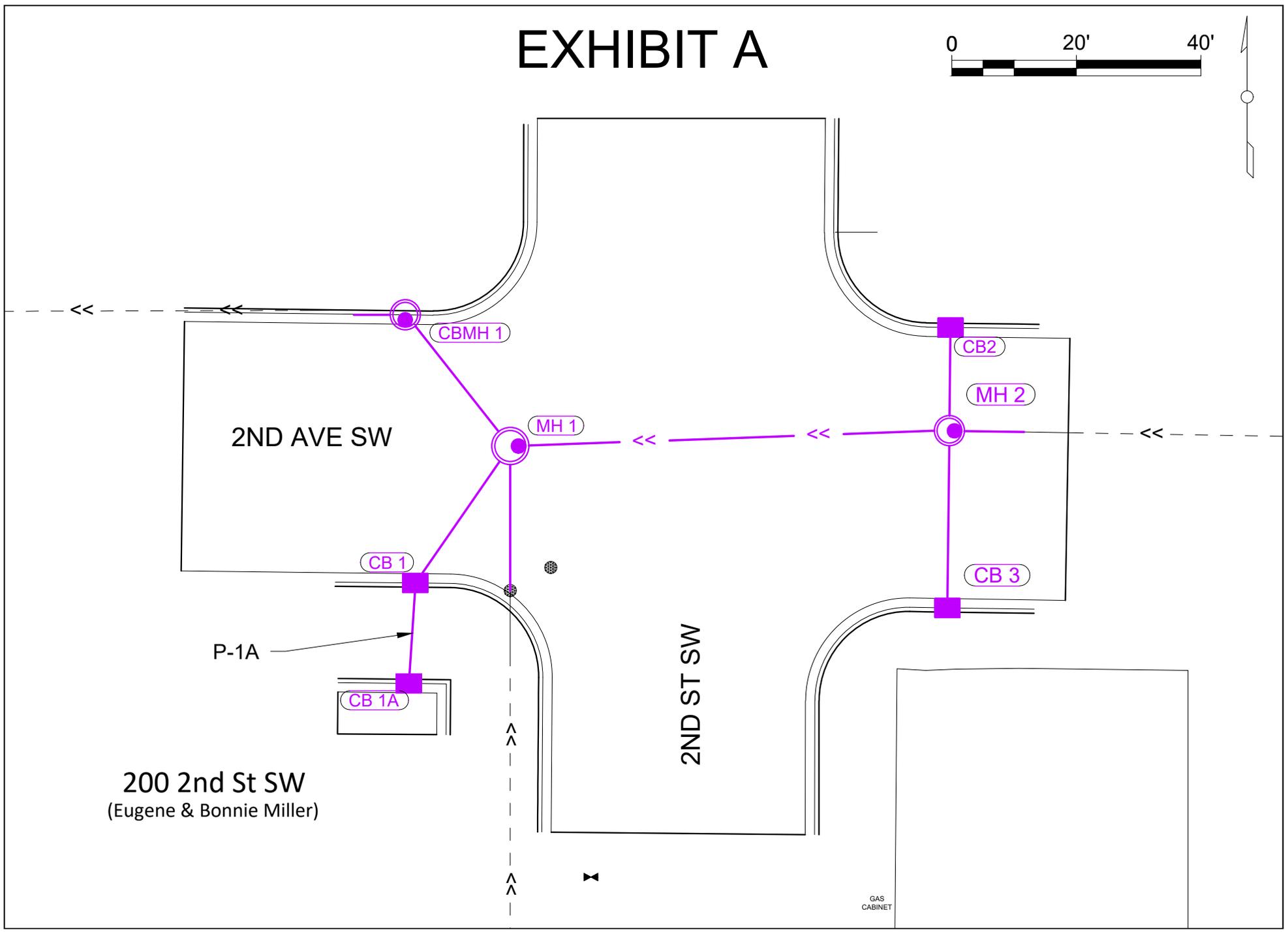
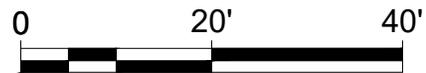
Bonnie Miller

City of Waseca



Nathan Willey, Director of Engineering

EXHIBIT A





CITY OF WASECA

Request for City Council Action

Title:	Approve the Heritage Preservation Commission Certified Local Government grant application and authorize issuing a Request for Proposals		
Meeting Date:	February 7, 2023	Agenda Item Number:	7B
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> DISCUSSION	Supporting Documents:	<ul style="list-style-type: none"> Request for Proposal
Originating Department:	Economic Development	Presented By:	Tina Wilson, PCED
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Approve the Heritage Preservation Commission’s request to file a Certified Local Government grant application		
How does this item pertain to Vision 2030 goals?	Leveraging Economic Development Opportunities and developing quality community assets		

BACKGROUND:

The City of Waseca Heritage Preservation Commission (HPC) is preparing to apply for a Local Certified Government Grant available under the State Historic Preservation Office (SHPO), within the Minnesota Department of Administration, administered by the U S Department of the Interior’s Historic Preservation Fund (HPF) Program in cooperation with the National Park Service. As part of that process, the HPC is required to contract with a Minnesota Historical Society approved Historic Preservation Specialist (HPS) to oversee this grant project. The HPC is also collaborating with John Hanson, an instructor at Waseca High School, with the intention of a high school class working on this project in connection with the HPS.

This would be considered a City of Waseca HPC project. It is anticipated that the City will be the primary project administrator and therefore, project contracts and payments will be managed by City’s Economic Development Manager.

BUDGET IMPACT:

The estimated cost of this grant project is \$20,000. This amount includes the consultant fees, teacher stipend, materials, and supplies. The CLG grant program calls for a project that is 70% grant and 30% cash or in-kind match. The 30% cash or in-kind match will be a combination of donations and volunteer time and talent. The HPC will be fundraising within the community for the 30% cash match for this project.

ALTERNATIVES CONSIDERED: none

RECOMMENDATION:

The HPC is asking for approval from the City Council to 1) proceed with the grant application and 2) to issue by invitation the RFP to Minnesota Historical Society approved Historic Preservation Specialists.



REQUEST FOR PROPOSALS

The City of Waseca Heritage Preservation Commission is inviting Minnesota Historical Society approved Preservation Specialists to submit proposals for the project named and described below. The Commission will respond to Specialists who submit proposals within two (2) weeks of the specified submittal date.

Expanding Public Knowledge of Waseca's Heritage

DESCRIPTION:

The City of Waseca Heritage Preservation Commission (HPC) is preparing to apply for a Certified Local Government (CLG) grant available under the State Historic Preservation Office (SHPO) within the Minnesota Department of Administration. This grant is administered by the US Department of the Interior's Historic Preservation Fund (HPF) program in cooperation with the National Park Service. All activities undertaken as a part of this project must be deemed eligible and compliant with grant requirements. As part of that process, the HPC will need to contract with a Minnesota Historical Society approved Preservation Specialist to help oversee the project. The selected Specialist will be collaborating with the HPC and a Waseca High School instructor to utilize the talents of local youth to complete project deliverables.

This will be a City of Waseca HPC project. However, it is anticipated that the City will be the primary project administrator. Therefore, project contracts and payments will be managed by City staff.

PROFESSIONAL SERVICES & DELIVERABLES:

The services to be performed by the selected Preservation Specialist primarily involve working with the HPC and a Waseca High School instructor to prepare class curriculum to be used to educate high school students on how to research local historical sites and compose short stories to describe them. The final collection of short stories will then be distributed for public education using various multimedia platforms.

In cooperation with the Waseca HPC and School District, the following deliverables are expected:

- Develop a plan for the discovery and sharing of local history. This plan should consist of the forms of community engagement necessary to gather relevant historical information.
- Develop a school-year-long high school class curriculum teaching students how to research and write about historical sites in their hometown. The curriculum must be completed prior to the beginning of the 2023-24 school year.
- Create historical content for access through a mobile application, signage, print, or digital media for the purpose of public education.
- Create 3-5 minute audio/video clips for up to 20 historical sites.
- Prepare a final written report summarizing activities undertaken.

BUDGET:

The total estimated cost of this project is \$20,000. The CLG grant program requires a 30% cash or in-kind match, leaving 70% or \$14,000 in grant funds available for Preservation Specialist fees, a high school teacher stipend, and materials/supplies. The required 30% grant match will consist of a combination of donations and volunteer time.



Proposals should include anticipated travel expenses for visits to the City of Waseca Historical District and all costs should be tabulated by task. For mileage costs, please use current IRS mileage rates.

TIMELINE:

Proposals must include a timeline for the completion of all deliverables/major tasks (the high school class curriculum must be completed prior to the beginning of the 2023-24 school year). The total project is to be completed within Eighteen (18) months of commencement, which is expected on, or around August 30, 2024.

EVALUATION AND SELECTION CRITERIA:

- Project Understanding and Approach
- Previous Experience and Personnel
- Availability and Responsiveness
- Estimated Cost
- References

The award of a professional services contract will be based on proposal evaluations by the HPC and City staff, pending final contract negotiations with the selected Preservation Specialist.

SUBMITTALS: Please limit proposals to 10 total pages (single sided), not including the cover page.

Provide an electronic (PDF) version to:

Tina Wilson (tinaw@ci.waseca.mn.us)
Economic Development Manager
City of Waseca

SUBMITTAL DEADLINE: 4:00 PM Friday, February 17, 2023.

If you have any questions, please email me at tinaw@ci.waseca.mn.us or call (507) 835-9741.

Sincerely,

Tina G Wilson, PCED
Economic Development Manager
City of Waseca