

REGULAR WASECA CITY COUNCIL MEETING
TUESDAY, JULY 18, 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 their remarks. Speakers will address all comments to the City Council as a whole. 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. Loon Lake Aerator Presentation
 - B. Police Body Cameras
6. CONSENT AGENDA
 - A. Minutes: Council Meeting –July 5, 2023
 - B. Payroll & Expenditures
 - C. Resolution 23-35 Residential Tax Abatement 909 10th Avenue, NE
 - D. Temporary Liquor License for Sacred Heart Church-Sept 15-17.
7. ACTION AGENDA
 - A. Public Hearing – 501 3rd St NE
 - B. Public Hearing THC/Cannabis Moratorium
 - C. 2022 Sanitary Sewer Manhole Rehabilitation Project, City Project 22-11
 - D. Potential development of specific park land real estate
 - E. Consider commissioning a Hotel Feasibility Study
8. REPORTS
 - A. City Manager’s Report
 - B. Commission Reports
9. ANNOUNCEMENTS
10. ADJOURNMENT

5A

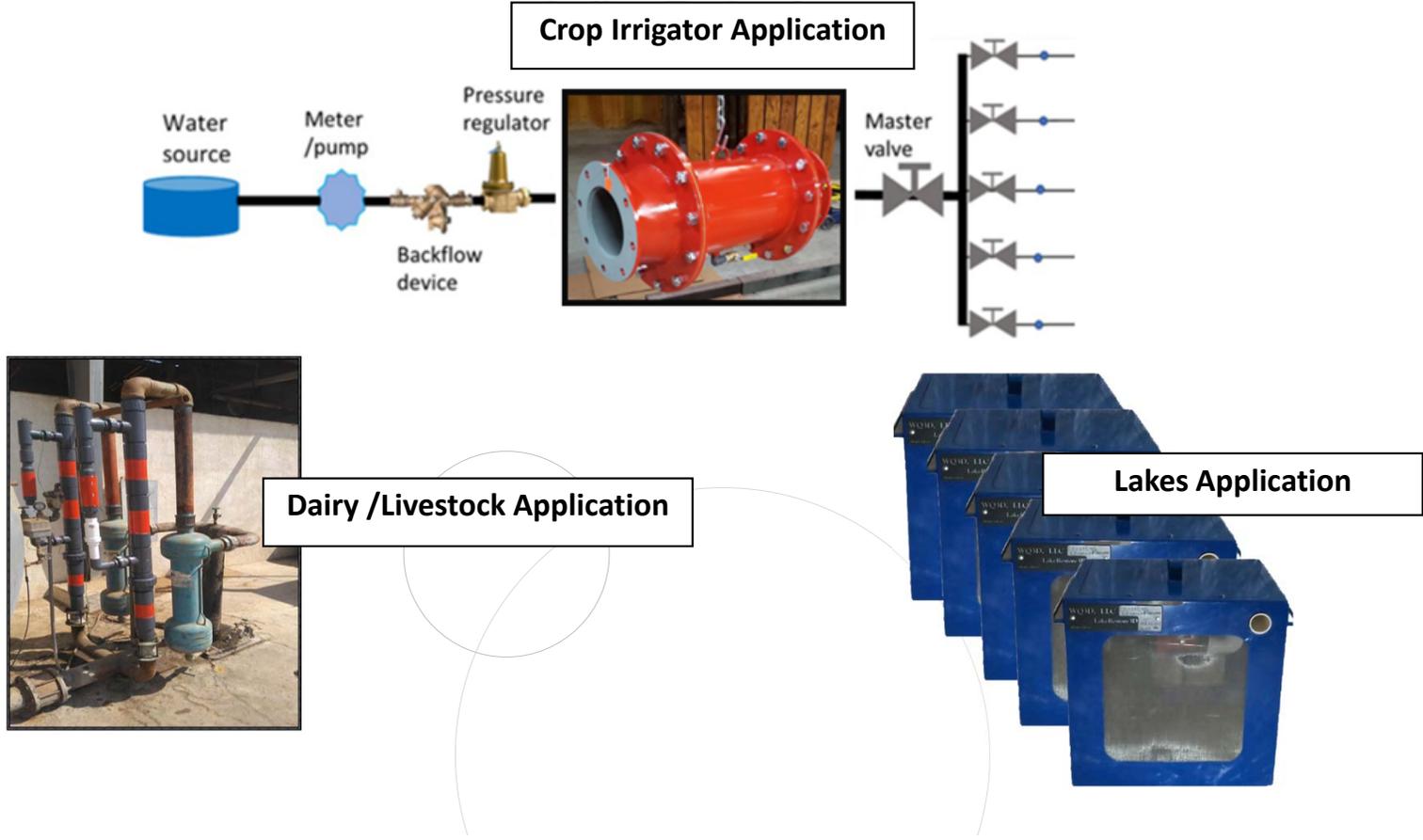


Loon Lake 9/25/2022

CITY OF WASECA – UPDATE ON LOON LAKE

**PATENTED NATURAL TECHNOLOGY
WITH VARIOUS APPLICATIONS**

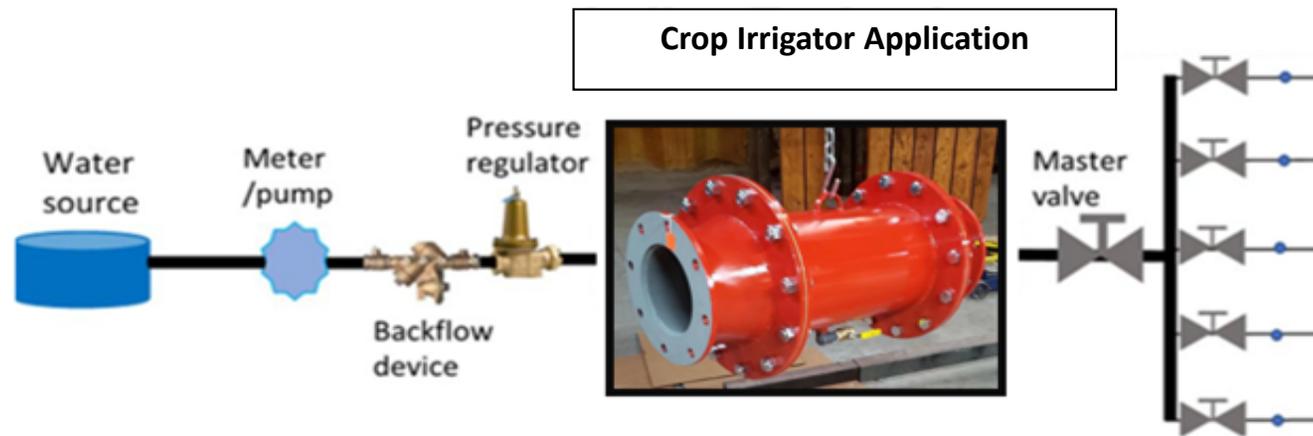
Patented Natural Technology & Different Applications



Patented Natural Technology, Different Applications



WQ3D IRRIGATORS



Pilot Sites:

- Idaho, Nevada, Washington

Benefits:

- Improves water absorption with less evaporation.
- Increases crop yield especially in regions with weathered and compact soils.

Patented Natural Technology, Different Applications



WQ3D

DAIRY/LIVESTOCK



Dairy /Livestock Application

Pilot Sites:

- California, Washington and Iowa

Benefits:

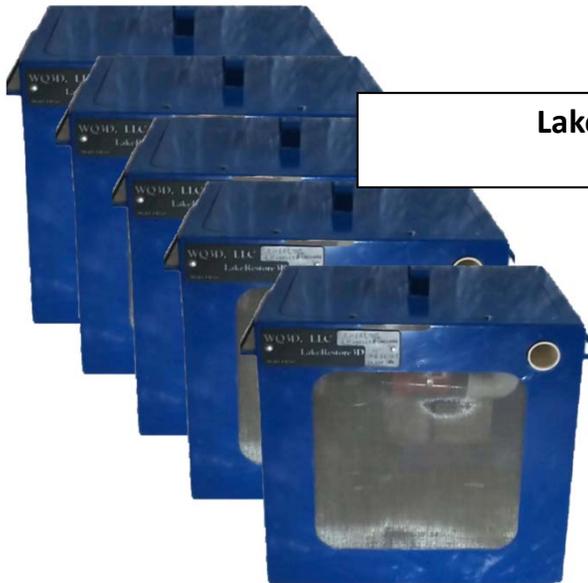
Improved water quality results in improved dairy herd health.

- Improves hydration.
- DHIA records showing an 8% increased revenue.

Patented Natural Technology, Different Applications



WQ3D LAKES



Lakes Application

Pilot Sites:

- Twin Lake, Crystal, MN
- Lake Alice, Fergus Falls, MN
- Loon Lake, Waseca, MN
- St. Olaf Lake, New Richland, MN

Benefits:

Improves water quality

- Balances oxygen and pH
- Reduces nuisance algae
- Reduces e. Coli and coliform bacteria
- Reduces cyanobacteria
- Enhances bait fish population
- Reduces odor
- Increases water clarity



WASECA LOON LAKE

Patented Natural Technology, Waseca Loon Lake





Waseca Police Department

5B

303 South State Street ✦ Waseca, Minnesota 56093

PHONE (507) 835-9720 ✦ FAX (507) 835-1678

Public Release July 12, 2023

Body Worn Camera Project

Agency Point of Contact: Captain Kris Markeson

Details: The Waseca Police Department will implement the use of body worn cameras in August of 2023. A written policy must be in place before implementation (MN Statute 626.8743).

The public is invited and encouraged to review the proposed policy and provide input through July 21, 2023 by doing one of the following:

- Email: Captain Kris Markeson at krism@ci.waseca.mn.us
- Phone: (507) 835-9735
- Mail: Waseca Police Department, 303 South State Street, Waseca, MN 56093

Comments about the policy may also be provided at the Waseca City Council meeting on July 18, 2023 at 7:00 pm. The City Council meets at the Waseca City Hall located at 508 South State Street, in Waseca in the City Council Chambers.

The draft policy is online at wpd.bwc_draft_policy_07102023.pdf (waseca.mn.us) and copies are also available at the Waseca Police Department.

Waseca Police Department- Body Worn Camera Policy

POLICY 421

Purpose

The primary purpose of using body-worn-cameras (BWCs) is to capture evidence arising from police-citizen encounters. This policy sets forth guidelines governing the use of BWCs and the management, access, storage, retrieval, retention, and the administering of the data that results. Compliance with these guidelines is mandatory, but it is recognized that officers must also attend to other primary duties and the safety of all concerned, sometimes in circumstances that are tense, uncertain, and rapidly evolving. We also recognize and understand that not every aspect of an incident will be shown on the media generated by a BWC, but it is another form of supporting documentation of an incident.

Policy

It is the policy of the Waseca Police Department (the “Agency”) to authorize and require the use of Agency-issued BWCs as set forth below, and to administer BWC data as provided by law. This policy does not apply to squad-based (dash-cam) recording systems. The Chief or his/her designee may provide specific instruction to an officer assigned to a specialty unit or assignment including but not limited to operation of a BWC in a health care or mental health facility.

Definitions

A. **Adversarial:** A law enforcement encounter with a person that becomes confrontational, during which at least one person expresses anger, resentment, or hostility toward the other, or at least one person directs toward the other verbal conduct consisting of arguing, threatening, challenging, swearing, yelling, shouting or body posturing. Encounters in which a citizen demands to be recorded or initiates recording on his or her own are deemed adversarial.

B. **Body-Worn-Camera (BWC):** A camera worn on an individual officer’s person that records and stores audio and video.

C. **BWC Administrator:** Typically, a supervisor or a designee, who assigns, tracks, and maintains BWC equipment, oversees needed repairs or replacement equipment through the vendor, controls user rights and access, and acts as a liaison with the vendor.

D. **Evidentiary Value:** Information that may be useful as proof in a criminal prosecution, related civil or administrative proceeding, further investigation of an actual or suspected criminal act, or in considering an allegation against a law enforcement agency or officer.

E. **General Citizen Contact:** An informal encounter with a citizen that is not and does not become law enforcement-related or adversarial, and a recording of the event would not yield information relevant to an ongoing investigation. Examples include, but are not limited to, assisting a motorist with directions, summoning a wrecker, or receiving generalized concerns from a citizen about crime trends in his or her neighborhood.

F. **Law Enforcement-Related Information:** Information captured or available for capture by use of a BWC that has evidentiary value because it documents events with respect to a stop, arrest, search, citation, or charging decision.

G. **MGDPA or Data Practices Act:** The Minnesota Government Data Practices Act, Minn. Stat. § 13.01, et seq.

H. **Official Duties:** For purposes of this policy, means that the officer is on duty and performing authorized law enforcement services on behalf of this Agency.

I. **Records Retention Schedule:** The General Records Retention Schedule for Minnesota Cities located at https://www.mcfoa.org/resources/Documents/2021_Retention_Schedule.pdf.

J. **Unintentionally Recorded Footage:** A video recording that results from an officer's inadvertence in operating the officer's BWC, provided that no portion of the resulting recording has evidentiary value. Examples of unintentionally recorded footage include, but are not limited to, recordings made in station house locker rooms, restrooms, and recordings made while officers were engaged in conversations of a non-business, personal nature with the expectation that the conversation was not being recorded.

K. **Brady-Giglio Impaired:** A police officer that has engaged in certain qualifying conduct established by the Waseca County Attorney that may necessitate disclosure as part of the prosecution or defense of a criminal defendant. A police officer deemed to have a *Brady-Giglio* impairment shall have additional BWC use expectations as identified within this policy.

L. **AXON Capture and Evidence.com:** The vendor-supplied software and file management system used to store, manage, edit, share, retain and purge BWC and other submitted electronic data.

M. **Records and Evidence Technician:** Non-sworn employees of the agency responsible for the maintenance, storage, dispersal, and disposal of agency records and evidence. These employees are supervised by a sworn, licensed member of the agency.

N. **Critical Incidents:** include officer-involved shootings and other situations involving most or all of the following circumstances:

- A law enforcement officer has used force or taken other actions;
- That resulted in death or serious injury to another;
- A review of the officer's conduct for compliance with criminal laws is likely to occur regardless of whether there is a citizen complaint;
- It is foreseeable that the event will result in at least some degree of media interest or public scrutiny toward the agency and officer(s); and
- The circumstances will warrant due consideration for the emotional health and well-being of the officers involved.

Objectives

The Waseca Police Department has adopted the use AXON BWC to accomplish the following objectives:

- To enhance law enforcement officer safety.
- To document statements and events during an incident.
- To enhance the officer(s) ability to document and review statements and actions for both internal reporting requirements and for courtroom preparation/presentation.
- To preserve audio and visual information for use in current and future investigations.
- To provide a tool for self-critique and field evaluation during LEO training.
- To enhance the public trust by preserving factual representations of law enforcement officer-citizen interactions in the form of audio-video recordings.
- To assist with the defense of civil actions against law enforcement officers and the City of Waseca.
- To assist with the training and evaluation of law enforcement officers.
- To promote and enhance safe vehicle operation.

Training

Users of the BWC systems and supervisors shall successfully complete an approved course of instruction prior to being deployed. This training shall be documented by the Waseca Police Department.

Use and Documentation

A. All licensed Officers, Investigators and Administrators (“Officers”) are required, while on duty and investigating a call for service, to wear their Agency-issued BWCs and follow this policy. This also includes performing law enforcement activities under the command and control of another law enforcement officer or federal law enforcement official.

B. Officers may use only Agency-issued BWCs in the performance of official duties for this Agency or when otherwise performing authorized law enforcement services as an employee of this Agency.

C. Officers who have been issued BWCs shall operate and use them consistent with this policy. Officers shall power on their BWC upon the start of their shift and ensure their assigned BWC is functioning properly. Officers noting a malfunction during testing or at any other time shall promptly report the malfunction to their immediate supervisor and shall forward written notification via email to the BWC Administrator. The officer shall then use a spare BWC that has been tested and is operating properly. The BWC Administrator shall take prompt action to address malfunctions and document the steps taken in writing.

D. Officers should wear their issued BWCs at the location on their body and in the manner specified in training. Specifically, officers shall wear their issues BWCs at or above the mid-line of the waist in a position that maximizes the recording system’s capacity to record video footage.

E. Officers must document BWC use and non-use as follows:

1. Whenever an officer makes a recording, the existence of the recording shall be properly

categorized and labeled.

2. When an officer is utilizing a BWC and an officer fails to record an activity that should have been recorded or the officer should have reasonably known to activate the BWC, the officer shall document the circumstances and reason for not recording an incident. A supervisor shall review any circumstances where a recording reasonably should have been made or documented on a BWC. If needed, corrective action shall be taken.

F. The Agency will maintain the following records and documents relating to BWC use, which are classified as public data:

1. The total number of BWCs owned or maintained by the Agency;
2. A daily record of the total number of BWCs actually deployed and used by officers;
3. The total amount of recorded BWC data collected and maintained; and
4. This policy, together with the Records Retention Schedule.

General Guidelines for Recording

A. Officers shall activate their BWCs when responding to all calls for service and during all law enforcement-related encounters and activities, including but not limited to pursuits, felony in-progress calls, *Terry* stops of motorists or pedestrians, arrests, searches, suspect interviews, and interrogations, and during any police/citizen contact that becomes adversarial. However, officers need not activate their cameras when it would be unsafe, impossible, or impractical to do so or may cause harm to themselves or the public, but such instances of not recording when otherwise required must be documented as specified in the Use and Documentation guidelines, part (E)(2) (above).

B. Except as otherwise directed, officers have discretion to record or not record incidental citizen contacts. If designated Brady-Giglio impaired, officers must activate BWC when responding to all calls for service and all general citizen contacts regardless of the circumstance.

C. Officers have no affirmative duty to inform people that a BWC is being operated or that the individuals are being recorded. However, if asked, officers shall advise citizens they are being recorded.

D. Officers shall not intentionally block the BWC's audio or visual recording functionality to defeat the purposes of this policy.

E. Officers are allowed to mute the recording by using the mute button. Officers must describe why they are muting the conversation prior to doing so and can be done during Supervisor conferences or tactical preplanning.

F. Notwithstanding any other provision of this policy, officers shall not use their BWCs to record other agency personnel during non-enforcement related activities, such as during pre- and post shift time in locker rooms, during meals or breaks, during shift briefing or other meetings, or during other private conversations, unless recording is authorized as part of an administrative or criminal investigation.

Special Guidelines for Recording

A. Officers may, in the exercise of sound discretion, determine:

1. To use their BWCs to record any police-citizen encounter if there is reason to believe the recording would potentially yield information having evidentiary value unless such recording is otherwise expressly prohibited.
2. To use their BWCs to take recorded statements from persons believed to be victims of and witnesses to crimes, and persons suspected of committing crimes, considering the needs of the investigation and the circumstances pertaining to the victim, witness, or suspect.

B. Officers shall use their BWCs and squad-based audio/video systems to record their transportation and the physical transfer of persons in their custody to hospitals, detox and mental health care facilities, juvenile detention centers, and jails, but otherwise should not record in these facilities unless the officer anticipates witnessing a criminal event or being involved in or witnessing an adversarial encounter or use-of-force incident.

C. Officers need not record persons being provided medical care unless there is reason to believe the recording would document information having evidentiary value. When responding to an apparent mental health crisis or event, BWCs are recommended to be activated to document any use of force and the basis for it, and any other information having evidentiary value, but need not be activated when doing so would serve only to record symptoms or behaviors to be attributable to the mental health issue.

Documenting BWC Use

If any incident or video statements are recorded with the BWC system, the existence of that recording shall be documented in the officer's report.

Cessation of Recording

A. Once activated, the BWC should continue recording until the conclusion of the incident or encounter, or until it becomes apparent that additional recording is unlikely to capture information having evidentiary value. If the recording is discontinued while an investigation, response, or incident is ongoing, officers shall state the reasons for ceasing the recording on camera before deactivating their BWC. A statement on camera such as, "Everything has settled down and the action appears to be over" should often suffice as a statement of reasons for stopping to record.

B. Recording may be temporarily ceased to exchange information with other officers or during non-enforcement activities such as waiting for a tow truck or a family member to arrive, or in other similar situations. Officers shall state the reasons for ceasing the recording on camera before deactivating their BWC.

C. If circumstances change, officers shall reactivate their cameras as required by this policy to capture information having evidentiary value.

D. Officers may utilize the audio mute for tactical and preplanning conversations. If this is utilized, the Officer should first narrate a reason for stopping audio.

Location and Livestreaming

Powered on BWC are in two possible states: standby and recording. All licensed staff have access to see the GPS location of other agency member's BWC while they are in standby or recording mode. If a BWC is in recording mode, all licensed members have access to livestream video remotely from those member's BWC. The purpose of this access is for Officer safety and scene awareness and shall not be used to monitor any other agency member's location when there is no concern for Officer safety or scene awareness, except when deemed appropriate by a supervisor. The following shall take place prior to accessing these features:

For Supervisors

1. There is no requirement for a supervisor to notify Officers under their command when checking their location.
2. Prior to livestreaming another agency member's BWC recording, the supervisor shall notify the member of their intent to livestream first via radio, and if there is no answer on the radio, via cell phone. If there is no answer on either radio or cell phone, the supervisor may livestream to determine the member's safety status or monitor the scene.

For Non-supervisors

1. Non-supervisor members shall notify any other member first via radio, and if there is no answer on the radio, via cell phone when they intend to check their location or livestream the other member's BWC footage.
2. If there is no answer on either radio or cell phone, the member may locate or livestream the other member's BWC to determine the member's safety status.

Powering off a BWC or placing it in sleep mode to bypass these remote access features is prohibited.

All members should balance the need to drive to the member's location with the option to take time to livestream if there is potential that another member needs immediate help. Members should prioritize a physical presence at the scene over livestreaming. Members should not livestream another BWC while driving.

Prohibited use of BWC

A. Officers are prohibited from using Agency-issued BWC equipment for personal use and are prohibited from making and/or disseminating personal copies of recordings created while on duty or while acting in their official capacity.

B. There shall be no audio or video recordings made in any court of law, unless authorized by a Judge (Minn. Court Rule 4, General Rules of Practice).

C. Officers shall not record encounters with undercover officers or confidential informants or during

administrative investigations in which the applicable oversight board has expressly prohibited such recordings.

D. Officers shall not record patients during medical or psychological evaluations by a clinician or similar professional during treatment, unless required for evidentiary purposes (Example: Legal blood, etc.). Officers shall be aware of patients' rights to privacy when in hospital settings. When recording in hospitals and other medical facilities, officers shall be careful to avoid recording persons other than the suspect.

E. Officers shall not record while in a facility whose primary purpose is to provide psychiatric services unless lawfully present in the course of officer duties responding to a radio call involving a suspect who is still present.

F. Officers shall use discretion when recording while inside jail facilities based on the subject and subject's actions.

G. Officers shall try to avoid recording videos of people who are nude or when sensitive human areas are exposed.

H. Officers shall use discretion when recording victims of sexual assault.

Uploading and Labeling Data

A. Each officer using a BWC is responsible for transferring or assuring the proper transfer of the data from his or her camera to designated cloud-based storage by the end of that officer's shift. However, if the officer is involved in a shooting, in-custody death, or other law enforcement activity resulting in death or great bodily harm, a supervisor or investigator shall take custody of all BWCs off all officers involved in the incident and assume responsibility for transferring the data from it.

B. Officers shall label the BWC data files at the time of video capture or transfer to storage and should consult with a supervisor if in doubt as to the appropriate labeling. Officers shall label each file with the Case # and description using the Axon View or Axon View XL applications.

Categorization and Retention

Category	Description	Retention Duration
Uncategorized		Until Manually Deleted
Adjudicated	Criminal file which is closed with the court	90 days after re-categorizing to adjudicated.
Administrative	Internal affairs complaints or performance documentation	7 years
Evidence	Evidence is collected and must be retained, case is not yet charged.	7 years Homicides: Permanent
Non-enforcement contact	Entire recording has no criminal or other category data; e.g., directing traffic, funeral escort, motorist assist, medicals	90 days
Non-Traffic citation or arrest, referral for charges		7 years
Officer Injury	Injury is sustained by Officer as a result of assault or accident	3 years
Pending Review	Not yet categorized, pending review by department. e.g; use of force, pursuits, complaints.	Until re-categorized or manually deleted
Test/Error	Erroneous recordings not falling into other categories; demonstrations and/or function tests	90 days
Traffic Citation	Any citation issued as a result of a motor vehicle stop or crash	180 days
Transport	Transport not because of an arrest. E.g.; mental health, courtesy rides, etc.	90 days
Use of Force	Officer use of force	7 years
Adversarial Contact	See Definitions; (A), Page 1	7 years
Training	Files potentially useful in training other staff	7 years
Recording of a peace officer using deadly force	Full, unedited and unredacted of the entire recording	Indefinite

C. An officer shall flag BWC files which they believe contain the likely presence of information about individuals whose identities may be legally protected under the MGDPA, which protects them from being disclosed to others, or any unintentionally recorded footage. Examples of such include:

1. Victims and alleged victims of criminal sexual conduct and sex trafficking.
2. Victims of child abuse or neglect.
3. Vulnerable adults who are victims of maltreatment.
4. Undercover officers.
5. Informants.
6. When the video is clearly offensive to common sensitivities.
7. Victims of and witnesses to crimes if the victim or witness has requested not to be identified publicly.
8. Individuals who called 911, and service subscribers whose lines were used to place a call to the 911 system.
9. Mandated reporters.
10. Juvenile witnesses, if the nature of the event or activity justifies protecting the identity of the witness.
11. Juveniles who are or may be delinquent or engaged in criminal acts.
12. Individuals who make complaints about violations with respect to the use of real property.
13. Officers and employees who are the subject of a complaint related to the events captured on video.
14. Other individuals whose identities the officer believes may be legally protected from public disclosure.

D. Labeling and flagging designations may be corrected or amended based on additional information by a ranking officer or their non-sworn designee.

Other Retention Requirements

A. All BWC data, including general citizen contacts and erroneously recorded or non-evidentiary data, shall be retained for a minimum period of 90 days.

B. When a particular recording is subject to multiple retention periods, it shall be maintained for the longest applicable period.

C. Upon written request by a BWC data subject, the Agency shall retain a recording pertaining to that subject for an additional time period requested by the subject of up to 180 days. The Agency will notify the requestor at the time of the request that the data will then be destroyed unless a new written request is received.

D. The Agency shall maintain an inventory of BWC recordings having evidentiary value. The Records Retention Schedule provides that retention periods for cases that have been charged are based on the status of court proceedings. For uncharged offenses, retention is seven years or permanent in the case of homicides.

E. The Agency will post this policy, together with a link to its Records Retention Schedule, on its website.

Once submitted for storage all recorded media will be labeled and stored in a designated secure area. All recorded media that is not booked in as evidence will be retained in compliance with the Records Retention Schedule or as required by the rules for evidence, unless a specific request is made to store them for a longer period.

Management of BWC Data:

The BWC Administrator is responsible for:

- A. Logs reflecting BWC equipment assignments, serial numbers, dates of issuance, and the officers to which each BWC was issued. These may be managed in a vendor-supplied software or another format designed by the BWC Administrator.
- B. Ensuring that BWC policies and procedures are followed;
- C. Ordering of all BWC equipment; and
- D. Corrective action for non-functioning BWC equipment.

The Evidence and Records Technician is responsible for:

- A. Retrieving, storing, erasing, and duplicating all recorded media.
- B. Collecting all completed media for oversight. Once collected, the Evidence and Records Technician, or its designee, shall:
 - 1. Ensure it is stored in a secured location with authorized controlled access; and
 - 2. Make appropriate entries in the chain of custody log.
- C. Erasing of media:
 - 1. Pursuant to a court order; and/or
 - 2. In accordance with established records retention policies.
- D. Ensuring that an adequate supply of recording media is available.
- E. Managing the long-term storage of media that has been deemed to be of evidentiary value in accordance with the Agency's evidence storage protocols and the records retention schedule.

Administering Access to BWC Data:

A. **Data subjects.** Under Minnesota law, the following are considered data subjects for purposes of administering access to BWC data:

1. Any person or entity whose image or voice is documented in the data.
2. The officer who collected the data.
3. Any other officer whose voice or image is documented in the data, regardless of whether that officer is or can be identified by the recording.

B. BWC data is presumptively private. BWC recordings are classified as private data about the data subjects unless there is a specific law that provides differently. As a result:

1. BWC data pertaining to people is presumed private, as is BWC data pertaining to businesses or other entities.
2. Some BWC data is classified as confidential (see C. below).
3. Some BWC data is classified as public (see D. below).

C. Confidential data. BWC data that is collected or created as part of an active criminal investigation is confidential. This classification takes precedence over the “private” classification listed above and the “public” classifications listed below.

D. Public data. The following BWC data is public:

1. Data documenting the discharge of a firearm by a peace officer in the course of duty, other than for training or the killing of an animal that is sick, injured, or dangerous.
2. Data that documents the use of force by a peace officer that results in substantial bodily harm.
3. Data that a data subject requests to be made accessible to the public, subject to redaction. Data on any data subject (other than a peace officer) who has not consented to the public release must be redacted. In addition, any data on undercover officers must be redacted.
4. Data that documents the final disposition of a disciplinary action against a public employee.

However, if another provision of the Data Practices Act classifies data as private or otherwise not public, the data retains that other classification. For instance, data that reveals protected identities under Minn. Stat. § 13.82, subd. 17 (e.g., certain victims, witnesses, and others) should not be released even if it would otherwise fit into one of the public categories listed above.

E. Access to BWC data by non-employees. Officers shall refer members of the media or public seeking access to BWC data to the Chief of police or his/her designee and/or the City’s responsible authority, who shall process the request in accordance with the MGDPA and other governing laws. In particular:

1. An individual shall be allowed to review recorded BWC data about him- or herself and other data subjects in the recording, but access shall not be granted:
 - a. If the data was collected or created as part of an active investigation.
 - b. To portions of the data that the Agency would otherwise be prohibited by law from

disclosing to the person seeking access, such as portions that would reveal identities protected by Minn. Stat. § 13.82, subd. 17.

c. Parties other than the data subjects may request body camera recordings after obtaining written authorization from all data subjects specified.

2. Unless the data is part of an active investigation, an individual data subject shall be provided with a copy of the recording upon request, but subject to the following guidelines on redaction:

- a. Data on other individuals in the recording who do not consent to the release must be redacted.
- b. Data that would identify undercover officers must be redacted.
- c. Data on other officers who are not undercover, and who are on duty and engaged in the performance of official duties, may not be redacted.

F. Access by peace officers and law enforcement employees. No employee may have access to the Agency's BWC data except for legitimate law enforcement or data administration purposes:

1. Officers may access and view stored BWC video only when there is a business need for doing so, including the need to defend against an allegation of misconduct or substandard performance. Officers may review video footage of an incident in which they were involved prior to preparing a report, giving a statement, or providing testimony about the incident, except in the case of critical incidents as outlined below:

2. The Waseca Police Department recognizes that video and audio recordings from an event will likely contain more information than officers could perceive or take into account at the time of taking action, and there will therefore likely be differences between officers' recollection of events and what is captured by a digital recording device. Unless directed otherwise by the chief or chief's designee, the Waseca Police Department will utilize the following procedures in an effort to assure that digital evidence is fairly used and considered in the course of investigations into critical incidents:

- a. The Waseca Police Department's video and audio recordings of an event will not be made available to an officer for review prior to the officer's statement to investigators.
- b. The Waseca Police Department expects that digital recordings will be used in a fair manner and to arrive at an accurate understanding of the incident and the officer's actions, based on what was perceived by and known to the officer at the time of acting. This agency will utilize the following procedures, and communicate these procedures to any outside Investigating Agency:
- c. The officer will be reminded at the outset of the interview that differences between digital recordings and the officer's memory are to be expected;
- d. The officer, together with the officer's attorney, will be provided with an opportunity to review and reflect on relevant digital recordings before the interview has been concluded; and
- e. The officer will be provided with a fair opportunity to address any additional issues or concerns that arise from consideration of the digital evidence.

G. This specific section of this policy does not govern officers' review or use of digital evidence in matters other than critical incidents, such as in the course of preparing reports in arrest situations.

H. Agency personnel shall document their reasons for accessing stored BWC data, in the manner provided within the database, at the time of each access. Agency personnel are prohibited from accessing BWC data for non-business reasons and from sharing the data for non-law enforcement related purposes, including but not limited to uploading BWC data recorded or maintained by this Agency to public and social media websites.

I. Employees seeking access to BWC data for non-business reasons may make a request for it in the same manner as any member of the public.

J. Other authorized disclosures of data.

1. Officers may display portions of BWC footage to witnesses as necessary for purposes of investigation as allowed by Minn. Stat. § 13.82, subd. 15, as may be amended from time to time. Officers should generally limit these displays in order to protect against the incidental disclosure of individuals whose identities are not public. Protecting against incidental disclosure could involve, for instance, showing only a portion of the video, showing only screen shots, muting the audio, or playing the audio but not displaying video. In addition:
2. BWC data may be shared with other law enforcement agencies only for legitimate law enforcement purposes that are documented in writing at the time of the disclosure.
3. BWC data shall be made available to prosecutors, courts, and other criminal justice entities as provided by law. 4.
4. Unless there is any law to the contrary, when an individual dies as a result of a use of force by a peace officer, an involved Waseca Police Officer's BWC recordings must be allowed to be inspected, upon their request, all recording system data redacted no more than what is required by law, documenting the incident within five days of the request except as other provided in this section and in section 5.
 - a. The deceased individual's next of kin; and
 - b. The legal representative of the deceased individual's next of kin; and
 - c. The other parent of the deceased individual's child

The Waseca Police Department may deny a request if it is determined that there is a compelling reason that inspection would interfere with an active investigation. If access is denied, the Chief of Police must provide a prompt, written denial to the individual who requested the data with a short description of the compelling reason access was denied and must provide notice that relief may be sought from the District Court pursuant to section 13.82, subdivision 7.

5. Unless there is any law to the contrary, when an individual dies as a result of a use of force by a peace officer, the Waseca Police Department shall release all BWCs recording of the

involved Waseca Police Officer(s), redacted no more than what is required by law, documenting the incident no later than 14 days after the incident, unless the Chief of Police asserts in writing that the public classification would interfere with an ongoing investigation, in which case the data remain classified by section 13.82, subd. 7.

Data Security Safeguards

- A. Data security safeguards are to be used by the Agency in connection with the particular BWC technologies being employed through the BWC vendor.
- B. Personally owned devices, including but not limited to computers and mobile devices, shall not be programmed or used to access or view Agency BWC data unless specifically approved by the Chief of Police.
- C. Officers shall not intentionally edit, alter, erase, or destroy any recording made with their BWC or data or metadata related to the recording prior to the expiration of the applicable retention period under section 13.825, subd. 3 except that full, unedited and unredacted recording of a peace officer using deadly force must be maintained indefinitely.
- D. As required by Minn. Stat. § 13.825, subd. 9, as may be amended from time to time, this Agency shall obtain an independent biennial audit of its BWC program.

Agency Use of Data

- A. Supervisors may randomly review BWC usage by each officer to ensure compliance with this policy and to identify any performance areas in which additional training or guidance is required.
- B. In addition, supervisors and other assigned personnel may access BWC data for the purposes of reviewing or investigating a specific incident that has given rise to a complaint or concern about officer misconduct or performance.
- C. Nothing in this policy limits or prohibits the use of BWC data as evidence of misconduct or as a basis for discipline.
- D. Officers should contact their supervisors to discuss retaining and using BWC footage for training purposes. Officer objections to preserving or using certain footage for training will be considered on a case-by-case basis. Field training officers may utilize BWC data with trainees for the purpose of providing coaching and feedback on the trainees' performance.
- E. BWC supporting applications downloaded on department issued phones have varying levels of discoverability. Employees may observe their own BWC videos on AxonView which is a non-discoverable conduit for temporary viewing. AxonCapture, however, is discoverable and should follow all evidentiary guidelines.

Biennial Audit

The Waseca Police Department shall arrange for a biennial audit and report of the agency's BWC camera system and usage pursuant to §13.825 Subd. 9.

Compliance

Supervisors shall monitor for compliance with this policy. The unauthorized access to or disclosure of BWC data may constitute misconduct and subject individuals to disciplinary action and criminal penalties pursuant to Minn. Stat. § 13.09.

The Minnesota Board of Peace Officer Standards and Training has authority to inspect the Waseca Police Department's policies to ensure compliance with Minnesota State statutes. The MN POST Board may conduct an inspection based upon a complaint it receives concerning the Waseca Police Department or through a random selection process. The Board may impose licensing sanctions and see injunctive relief under section 214.11 for failing to comply with the law.

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DRAFT

**MINUTES
REGULAR WASECA CITY COUNCIL MEETING
WEDNESDAY, JULY 5, 2023, 7:00 P.M.**

CALL TO ORDER

1. 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	Daren Arndt
	Mark Christiansen	Jeremy Conrath
	James Ebertowski	John Mansfield
	Stacey Schroeder	

Staff Present: Carl Sonnenberg, City Manager
Alicia Fisher, Finance and Human Resources Director
Tina Wilson, PCED, Economic Development Manager
Julia Hall, City Clerk

MOMENT OF SILENT PRAYER/PLEDGE OF ALLEGIANCE

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

APPROVAL OF AGENDA

3. Councilmember Arndt made a motion to approve the agenda as presented, seconded by Conrath. Motion carried 7-0.

PUBLIC COMMENT

4. A. None

REQUESTS AND PRESENTATIONS

5. A. None

CONSENT AGENDA

6. Councilmember Schroeder made a motion to approve the consent agenda as presented and thanked Kyle Davis for volunteering for the Airport Board, seconded by Ebertowski. Motion carried 7-0.

ACTION AGENDA

7. A. Tina Wilson, PCED, Waseca Economic Development Manager, and John Hanson, Teacher in the Waseca Public School District, presented the "Explore Waseca" walking tour project that the Heritage Preservation Commission started and now includes support throughout the Waseca Community. Motion made by Ebertowski to approve \$3,000 from the current

budget for the project with discussions during the upcoming budget meetings for possible future donations, seconded by Arndt. Motion carried 7-0.

REPORTS

8.
 - A. City Manager's Report:
 - i. None
 - B. Commission Reports:
 - i. Airport Board: Councilmember Schroeder reported that they approved a new member to the board, Kyle Davis, that was accepted on the consent agenda.
 - ii. Fire Relief: Councilmember Conrath reported they chose the six (6) winners for their prizes of two (2) fire extinguishers and four (4) detectors. They also discussed that next year they will have a 2nd line for people who would like more fish to cut down on their waiting time. And they set the prices for the onion rings at the fair.

ANNOUNCEMENTS

9.
 - A. Councilmember Mansfield:
 - i. The County Fair starts next week on the 12th.
 - B. Councilmember Schroeder:
 - i. Just got done with a week-long staycation and wanted to thank all that were involved in Lakefest.
 - C. Councilmember Conrath:
 - i. It is unfortunate for the businesses to close. To reaffirm that the Council is more than welcoming to businesses, they try hard, when possible, to keep businesses, but some things are not within their control. If anyone has any suggestions, please come to a meeting to share them; they are always willing to listen.
 - G. Mayor Zimmerman:
 - i. Great to see all the people at Clear Lake Park for Lakefest. Those events are a big part of what can spur growth. Thank you to the team who put together Lakefest.

ADJOURNMENT

10. There being no further business to be brought before the Council, Arndt moved it to adjourn the meeting at 7:46 p.m., seconded by Conrath. Motion carried 7-0.

RANDY L. ZIMMERMAN
MAYOR

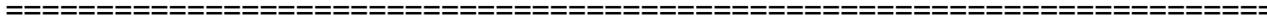
JULIA HALL
CITY CLERK

Micah Fischer

6B

LIST OF EXPENDITURES

July 18, 2023



City Council	0.00	
Streets	28,747.78	
Parks	15,709.85	
Wastewater	10,542.20	
Utility Administration	5,525.94	
Utility Offices	8,065.67	
Electric	15,106.48	
Water	5,461.56	
Building and Code Compliance	3,007.70	
Police	70,434.70	
Administration	0.00	
Community Aides	0.00	
Fire	7,753.26	
Paid On Call Fire Department	5,835.76	
PEG	182.85	
Election Judges	0.00	
Finance	13,155.49	
Community Development	2,322.73	
Engineering	17,178.53	
Recreation	23,082.96	
Econ Development	<u>3,034.69</u>	
Total Gross Payroll	235,148.15	
*Less- Payroll Deductions	<u>(73,241.76)</u>	
Net Payroll Cost		\$ 161,906.39

*These costs are included in Accounts Payable totals below

Accounts Payable

Expenditures dated: June 30, 2023-July 14, 2023 Includes check #'s 159426-159463 Bank ACH Withdrawals.....	<u>1,470,908.57</u>
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GRAND TOTAL EXPENDITURES \$ 1,632,814.96

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
General Fund						
07/13/2023	72311	ACH Internal Revenue Service	FEDERAL WITHHOLDING TAX Pay Period: 7/9/2023	101-21701-0000	18,874.76	M
Total 101217010000:					18,874.76	
07/13/2023	72307	MN Department of Revenue	STATE WITHHOLDING TAX Pay Period: 7/9/2023	101-21702-0000	9,685.42	M
Total 101217020000:					9,685.42	
07/13/2023	72311	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 7/9/2023	101-21703-0000	9,310.52	M
07/13/2023	72311	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 7/9/2023	101-21703-0000	9,751.51	M
Total 101217030000:					19,062.03	
07/13/2023	72308	Public Employees Retirement Assn (ACH	Rounding for July 13th	101-21704-0000	.02	M
07/13/2023	72308	Public Employees Retirement Assn (ACH	PERA COORD Emplr 1% Pay Period: 7/9/2023	101-21704-0000	1,292.86	M
07/13/2023	72308	Public Employees Retirement Assn (ACH	PERA COORDINATED Employee Pay Period: 7/9/2023	101-21704-0000	8,403.55	M
07/13/2023	72308	Public Employees Retirement Assn (ACH	PERA POLICE Employee Pay Period: 7/9/2023	101-21704-0000	8,573.59	M
07/13/2023	72308	Public Employees Retirement Assn (ACH	PERA COORDINATED Employer Pay Period: 7/9/2023	101-21704-0000	8,403.55	M
07/13/2023	72308	Public Employees Retirement Assn (ACH	PERA POLICE Employer Pay Period: 7/9/2023	101-21704-0000	12,860.37	M
Total 101217040000:					39,533.90	
07/12/2023	0	IBEW	IBEW UNION DUES Pay Period: 7/9/2023	101-21707-0000	282.47	
07/12/2023	0	IUOE Local #70	FIRE UNION DUES Pay Period: 7/9/2023	101-21707-0000	154.50	
07/12/2023	0	IUOE Local #70	IUOE UNION DUES Pay Period: 7/9/2023	101-21707-0000	555.00	
07/12/2023	0	Law Enforcement Labor Services	POLICE SGT/LT DUES Pay Period: 7/9/2023	101-21707-0000	202.50	
07/12/2023	0	Law Enforcement Labor Services	POLICE UNION DUES Pay Period: 7/9/2023	101-21707-0000	742.50	
Total 101217070000:					1,936.97	
07/12/2023	0	MN Life	LIFE INSURANCE MN Pay Period: 6/11/2023	101-21710-0000	66.00	
07/12/2023	0	MN Life	July 2023 COBRA-Gedicke	101-21710-0000	23.30	
07/12/2023	0	MN Life	July 2023 COBRA-Youngberg	101-21710-0000	16.50	
07/12/2023	0	MN Life	July 2023 COBRA-Schult	101-21710-0000	50.20	
07/12/2023	0	MN Life	Dodson	101-21710-0000	44.10	
07/12/2023	0	MN Life	July 2023 COBRA-Bruder	101-21710-0000	24.75	
07/12/2023	0	MN Life	LIFE INSURANCE MN Pay Period: 7/9/2023	101-21710-0000	1,097.25	
07/12/2023	0	MN Life	LIFE INSURANCE MN Pay Period: 7/9/2023	101-21710-0000	737.65	
Total 101217100000:					2,059.75	
07/13/2023	72311	ACH Internal Revenue Service	MEDICARE Pay Period: 7/9/2023	101-21712-0000	3,138.26	M
07/13/2023	72311	ACH Internal Revenue Service	MEDICARE Pay Period: 7/9/2023	101-21712-0000	3,241.39	M
Total 101217120000:					6,379.65	
07/13/2023	72312	MSRS- (DEF COMP)	MSRS - ROTH (AFTER TAX) Pay Period: 7/9/2023	101-21713-0000	1,325.00	M
07/13/2023	72312	MSRS- (DEF COMP)	MSRS - DEF COMP Pay Period: 7/9/2023	101-21713-0000	1,049.00	M
Total 101217130000:					2,374.00	
07/13/2023	72310	Vantagepoint Transfer Agents 457	ICMA - ROTH (AFTER TAX) Pay Period: 7/9/2023	101-21714-0000	350.00	M
07/13/2023	72310	Vantagepoint Transfer Agents 457	ICMA DEF COMPENSATION Pay Period: 7/9/2023	101-21714-0000	603.43	M

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Total 101217140000:					953.43	
07/13/2023	72317	Medsurety	HSA Contribution Pay Period: 6/11/2023	101-21716-0000	1,530.50	M
07/13/2023	72314	Medsurety	VEBA Contributions Pay Period: 7/9/2023	101-21716-0000	10,547.45	M
07/13/2023	72315	Medsurety	HSA Contribution Pay Period: 7/9/2023	101-21716-0000	1,889.38	M
07/13/2023	72316	Medsurety	HSA Contribution Pay Period: 7/9/2023	101-21716-0000	9,145.99	M
Total 101217160000:					23,113.32	
07/13/2023	72309	MN Child Support Payment Center	CHILD SUPPORT FLAT AMT Pay Period: 7/9/2023	101-21717-0000	1,005.07	M
Total 101217170000:					1,005.07	
07/12/2023	0	Metropolitan Life Insurance Company	DENTAL EE + CHLDRN Pay Period: 6/11/2023	101-21719-0000	76.60	
07/12/2023	0	Metropolitan Life Insurance Company	DENTAL EE + SPOUSE Pay Period: 6/11/2023	101-21719-0000	57.66	
07/12/2023	0	Metropolitan Life Insurance Company	July 2023 COBRA-Bruder	101-21719-0000	28.20	
07/12/2023	0	Metropolitan Life Insurance Company	July 2023 COBRA-Gedicke	101-21719-0000	28.20	
07/12/2023	0	Metropolitan Life Insurance Company	July 2023 COBRA-Meyer	101-21719-0000	57.66	
07/12/2023	0	Metropolitan Life Insurance Company	Crouse July 2023 ADJ	101-21719-0000	28.20-	
07/12/2023	0	Metropolitan Life Insurance Company	July 2023 COBRA-Schult	101-21719-0000	57.66	
07/12/2023	0	Metropolitan Life Insurance Company	DENTAL EE + CHLDRN Pay Period: 7/9/2023	101-21719-0000	153.20	
07/12/2023	0	Metropolitan Life Insurance Company	DENTAL SINGLE Employee Pay Period: 7/9/2023	101-21719-0000	423.00	
07/12/2023	0	Metropolitan Life Insurance Company	DENTAL FAMILY Employee Pay Period: 7/9/2023	101-21719-0000	884.00	
07/12/2023	0	Metropolitan Life Insurance Company	DENTAL EE + SPOUSE Pay Period: 7/9/2023	101-21719-0000	461.28	
Total 101217190000:					2,199.26	
07/13/2023	72313	VSP	VISION + ONE Employee Pay Period: 6/11/2023	101-21722-0000	12.23	M
07/13/2023	72313	VSP	July 2023 COBRA-S. Spies	101-21722-0000	6.77	M
07/13/2023	72313	VSP	July 2023 COBRA-Bruder	101-21722-0000	6.77	M
07/13/2023	72313	VSP	July 2023 COBRA-Schult	101-21722-0000	12.23	M
07/13/2023	72313	VSP	VISION FAMILY Employee Pay Period: 7/9/2023	101-21722-0000	148.33	M
07/13/2023	72313	VSP	Crouse July 2023 Adjustment	101-21722-0000	6.77-	M
07/13/2023	72313	VSP	July 2023 COBRA-Rugger	101-21722-0000	12.23	M
07/13/2023	72313	VSP	VISION SINGLE Employee Pay Period: 7/9/2023	101-21722-0000	88.01	M
07/13/2023	72313	VSP	VISION + ONE Employee Pay Period: 7/9/2023	101-21722-0000	110.07	M
Total 101217220000:					389.87	
07/14/2023	159448	MN Department of Labor & Industry	2nd Qtr Building Permit State Surcharge	101-32280-0000	2,094.53	
Total 101322800000:					2,094.53	
07/14/2023	20230539	Christiansen, Mark	Technology Reimbursement	101-41110-3200	64.25	
07/14/2023	20230544	Conrath, Jeremy	Technology Reimbursement	101-41110-3200	1,000.00	
07/11/2023	20230501	Conrath, Jeremy	Technology Reimbursement	101-41110-3200	1,000.00-	V
Total 101411103200:					64.25	
07/14/2023	20230546	Discover Waseca Tourism	May Lodging Tax	101-41110-4440	1,882.51	
Total 101411104440:					1,882.51	
07/14/2023	20230581	Waseca Floral	Hanging Flower Baskets	101-41110-4450	2,166.00	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101411104450:					2,166.00
07/14/2023	159449	MN UI Fund	Recovery Coordinator Unemployment	101-41320-1410	10,284.00
Total 101413201410:					10,284.00
07/14/2023	20230576	U.S. Bank - CC	Refund for lodging-Carl going instead	101-41320-3300	221.04-
07/14/2023	20230576	U.S. Bank - CC	Lodging for Training in Duluth	101-41320-3300	221.04
07/14/2023	20230576	U.S. Bank - CC	League of MN Cities Conference	101-41320-3300	26.73
07/14/2023	20230576	U.S. Bank - CC	League of MN Cities Conference	101-41320-3300	21.28
07/14/2023	20230576	U.S. Bank - CC	League of MN Cities Conference	101-41320-3300	674.56
07/14/2023	20230576	U.S. Bank - CC	League of MN Cities Conference	101-41320-3300	20.72
Total 101413203300:					743.29
07/14/2023	20230576	U.S. Bank - CC	MCFOA Annual Membership	101-41320-4330	50.00
Total 101413204330:					50.00
07/14/2023	20230535	A. H. Hermel Company	Pop for Vending Machine	101-41320-4945	111.67
Total 101413204945:					111.67
07/12/2023	0	Madison National Life Insurance Co Inc	July 2023 LTD	101-41500-1340	58.86
Total 101415001340:					58.86
07/14/2023	72302	Medsurety	admin fee	101-41500-1600	207.00 M
Total 101415001600:					207.00
07/14/2023	20230553	Innovative Office Supply	Toner-Finance Accountant	101-41500-2000	86.38
07/14/2023	20230553	Innovative Office Supply	Office supplies-Finance	101-41500-2000	28.78
Total 101415002000:					115.16
07/14/2023	20230576	U.S. Bank - CC	Lodging while at GFOA Conference	101-41500-3300	788.80
Total 101415003300:					788.80
07/14/2023	20230576	U.S. Bank - CC	IPMA HR Membership	101-41500-4330	420.00
Total 101415004330:					420.00
07/14/2023	20230549	Flaherty & Hood PA	June Legal Fees	101-41600-3000	743.75
07/14/2023	20230557	Kennedy & Kennedy Law Office	June Legal Fees	101-41600-3000	1,920.00
Total 101416003000:					2,663.75
07/14/2023	20230541	Civic Systems LLC	Semi Annual Support Fees	101-41920-4950	7,327.60
07/14/2023	20230576	U.S. Bank - CC	Monthly subscription-Adobe	101-41920-4950	142.96
Total 101419204950:					7,470.56
07/14/2023	20230535	A. H. Hermel Company	Coffee and creamer for breakroom	101-41940-2170	168.24

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
07/14/2023	159432	Cintas Corporation	First Aid Cabinet Supplies - City Hall	101-41940-2170	82.66
07/14/2023	20230553	Innovative Office Supply	Toilet paper	101-41940-2170	187.18
Total 101419402170:					438.08
07/14/2023	159430	Cintas Corp	Floor Mats	101-41940-3100	58.79
07/14/2023	159434	Culligan	RO Lease	101-41940-3100	31.85
07/14/2023	20230573	Stoltz Cleaning Services LLC	City Hall Cleaning	101-41940-3100	380.00
07/14/2023	20230584	Waste Management of Southern MN	Monthly Service	101-41940-3100	227.58
Total 101419403100:					698.22
07/14/2023	72306	City of Waseca	June Utilities	101-41940-3800	1,422.11 M
Total 101419403800:					1,422.11
07/14/2023	20230576	U.S. Bank - CC	HVAC Vents	101-41940-4000	58.33
07/14/2023	20230576	U.S. Bank - CC	HVAC Vents	101-41940-4000	49.16
Total 101419404000:					107.49
07/12/2023	0	Madison National Life Insurance Co Inc	July 2023 LTD	101-41950-1340	13.10
07/12/2023	0	Madison National Life Insurance Co Inc	July 2023 LTD	101-41950-1340	24.72
Total 101419501340:					37.82
07/12/2023	159395	GT Express Inc	Warehouse Storage Grant - CCGP-22-0024-Z-FY23 Dra	101-41950-3000	66,743.75- V
07/14/2023	20230580	WareHouse Storage LLC	CCGP-22-0024-Z-FY23 Draw 1	101-41950-3000	66,743.75
07/14/2023	159460	Waseca County Recorder	Record storm sewer easement - 513 3rd Ave NE	101-41950-3000	46.00
Total 101419503000:					46.00
07/14/2023	72305	Verizon Wireless	Monthly Billing	101-41950-3200	20.56 M
Total 101419503200:					20.56
07/14/2023	20230576	U.S. Bank - CC	Airfare for Women in Economic Development Forum	101-41950-3300	470.80
07/14/2023	20230585	Wilson, Tina	mileage reimbursement	101-41950-3300	71.79
Total 101419503300:					542.59
07/14/2023	20230585	Wilson, Tina	mileage reimbursement	101-41950-3350	147.64
Total 101419503350:					147.64
07/12/2023	0	Madison National Life Insurance Co Inc	July 2023 LTD	101-42100-1340	505.56
Total 101421001340:					505.56
07/14/2023	20230553	Innovative Office Supply	Office Supplies - Police	101-42100-2000	101.49
07/14/2023	20230553	Innovative Office Supply	Office Supplies - Police	101-42100-2000	5.44
Total 101421002000:					106.93
07/14/2023	159459	Waseca County Highway Department	Monthly billing	101-42100-2120	2,705.63

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101421002120:					2,705.63
07/14/2023	159432	Cintas Corporation	First Aid PD	101-42100-2170	30.87
07/14/2023	20230576	U.S. Bank - CC	Supplies to remodel radio room to accommodate camer	101-42100-2170	281.27
07/14/2023	20230576	U.S. Bank - CC	2 powerstrips for body cam docks	101-42100-2170	53.67
Total 101421002170:					365.81
07/14/2023	20230536	Amazon	new officer expense	101-42100-2180	23.98
07/14/2023	159442	Inventory Trading Company	Uniform Allowance-Admin staff	101-42100-2180	460.00
07/14/2023	20230574	Streicher's	Uniforms - Bendorf	101-42100-2180	287.99
07/14/2023	20230574	Streicher's	Uniform Allowance-Schroeder	101-42100-2180	208.99
07/14/2023	20230574	Streicher's	Uniform Allowance-Schroeder	101-42100-2180	207.96
07/14/2023	20230574	Streicher's	Uniform New Hire	101-42100-2180	1,147.00
07/14/2023	20230574	Streicher's	Uniform New Hire	101-42100-2180	988.88
07/14/2023	20230574	Streicher's	Uniform New Hire	101-42100-2180	10.00
Total 101421002180:					3,334.80
07/14/2023	159426	Ahlman's	Safety Equipment	101-42100-2190	2,050.00
07/14/2023	20230536	Amazon	safety equipment	101-42100-2190	27.19
Total 101421002190:					2,077.19
07/14/2023	20230535	A. H. Hermel Company	Building expenses - PD	101-42100-2230	105.11
Total 101421002230:					105.11
07/14/2023	20230559	Martin-McAllister	Pre-employment Evaluations	101-42100-3000	625.00
Total 101421003000:					625.00
07/14/2023	159427	Bock's Service Inc.	Tow expense -PD	101-42100-3100	95.00
07/14/2023	159427	Bock's Service Inc.	Tow expense -PD	101-42100-3100	85.00
07/14/2023	159427	Bock's Service Inc.	Tow expense -PD	101-42100-3100	85.00
07/14/2023	159430	Cintas Corp	Mats - PD	101-42100-3100	8.98
07/14/2023	159430	Cintas Corp	Mats - PD	101-42100-3100	8.99
07/14/2023	159434	Culligan	Culligan Police	101-42100-3100	32.95
07/14/2023	159455	Thomson Reuters - West	Clear expense	101-42100-3100	294.82
07/14/2023	159457	Vault Health	Pre-emploment screening	101-42100-3100	61.16
07/14/2023	20230584	Waste Management of Southern MN	Monthly Service	101-42100-3100	120.53
Total 101421003100:					792.43
07/14/2023	72305	Verizon Wireless	Monthly Billing	101-42100-3200	1,086.99 M
07/14/2023	72305	Verizon Wireless	Monthly Billing	101-42100-3200	41.11 M
Total 101421003200:					1,128.10
07/14/2023	20230574	Streicher's	ammo	101-42100-3300	928.00
07/14/2023	20230576	U.S. Bank - CC	Training lunch-Camera training	101-42100-3300	29.97
07/14/2023	20230576	U.S. Bank - CC	DMT training	101-42100-3300	75.00
Total 101421003300:					1,032.97

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
07/14/2023	72306	City of Waseca	June Utilities	101-42100-3800	733.90	M
Total 101421003800:					733.90	
07/14/2023	20230576	U.S. Bank - CC	Post renewal Vought, Markeson, Horn	101-42100-4330	270.00	
07/14/2023	20230583	Waseca Rotary Club	Rotary Dues	101-42100-4330	95.00	
Total 101421004330:					365.00	
07/14/2023	20230536	Amazon	Swat equipment	101-42100-4370	559.89	
Total 101421004370:					559.89	
07/12/2023	0	Madison National Life Insurance Co Inc	July 2023 LTD	101-42200-1340	51.67	
Total 101422001340:					51.67	
07/14/2023	159459	Waseca County Highway Department	Monthly billing	101-42200-2120	264.04	
Total 101422002120:					264.04	
07/14/2023	159432	Cintas Corporation	First Aid Fire	101-42200-2170	57.64	
07/14/2023	159445	MacQueen Equipment Inc.	Air Lifting Bag	101-42200-2170	1,280.52	
07/14/2023	20230562	Napa Auto Parts	Parts	101-42200-2170	7.97	
07/14/2023	20230576	U.S. Bank - CC	Tools	101-42200-2170	31.86	
Total 101422002170:					1,377.99	
07/14/2023	159430	Cintas Corp	Mats - FD	101-42200-3100	8.99	
07/14/2023	159430	Cintas Corp	Mats -FD	101-42200-3100	8.98	
07/14/2023	20230584	Waste Management of Southern MN	Monthly Service	101-42200-3100	120.53	
Total 101422003100:					138.50	
07/14/2023	72305	Verizon Wireless	Monthly Billing	101-42200-3200	46.11	M
Total 101422003200:					46.11	
07/14/2023	159429	Centerpoint Energy	June Service	101-42200-3800	18.49	
07/14/2023	72306	City of Waseca	June Utilities	101-42200-3800	733.90	M
07/14/2023	72306	City of Waseca	June Utilities	101-42200-3800	67.02	M
Total 101422003800:					819.41	
07/12/2023	0	Madison National Life Insurance Co Inc	July 2023 LTD	101-42400-1340	24.05	
07/12/2023	0	Madison National Life Insurance Co Inc	July 2023 LTD	101-42400-1340	6.81	
Total 101424001340:					30.86	
07/14/2023	20230553	Innovative Office Supply	Toner-Murphy	101-42400-2000	104.71	
Total 101424002000:					104.71	
07/14/2023	20230540	City Building Inspection Services LLC	building inpsctions	101-42400-3000	11,626.32	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101424003000:					11,626.32
07/14/2023	72305	Verizon Wireless	Monthly Billing	101-42400-3200	41.11 M
Total 101424003200:					41.11
07/12/2023	0	Madison National Life Insurance Co Inc	July 2023 LTD	101-43000-1340	7.02
07/12/2023	0	Madison National Life Insurance Co Inc	July 2023 LTD	101-43000-1340	109.03
Total 101430001340:					116.05
07/14/2023	20230553	Innovative Office Supply	Paper for Engineering	101-43000-2000	149.22
Total 101430002000:					149.22
07/14/2023	159459	Waseca County Highway Department	Monthly billing	101-43000-2120	57.74
Total 101430002120:					57.74
07/14/2023	72305	Verizon Wireless	Monthly Billing	101-43000-3200	41.11 M
Total 101430003200:					41.11
07/12/2023	0	Madison National Life Insurance Co Inc	July 2023 LTD	101-43100-1340	75.11
07/12/2023	0	Madison National Life Insurance Co Inc	July 2023 LTD	101-43100-1340	3.31
07/12/2023	0	Madison National Life Insurance Co Inc	July 2023 LTD	101-43100-1340	3.88
Total 101431001340:					82.30
07/14/2023	20230551	H & J Fuel Inc	fuel	101-43100-2120	1,607.21
07/14/2023	159459	Waseca County Highway Department	Monthly billing	101-43100-2120	3,649.78
07/14/2023	159459	Waseca County Highway Department	Monthly billing	101-43100-2120	163.02
Total 101431002120:					5,420.01
07/14/2023	159431	Cintas Corporation	Garbage bags	101-43100-2170	58.50
07/14/2023	159431	Cintas Corporation	First Aid Cabinet supplies	101-43100-2170	62.27
07/14/2023	159438	Express Pressure Washers Inc	soap	101-43100-2170	79.95
07/14/2023	20230558	Locators & Supplies Inc.	rubber gloves	101-43100-2170	369.84
07/14/2023	20230565	North American Safety Inc	Work gloves	101-43100-2170	455.97
07/14/2023	20230582	Waseca Hardware LLC	Parts & Supplies	101-43100-2170	88.89
07/14/2023	159463	Zacks Inc.	misc. hand tools	101-43100-2170	1,314.64
Total 101431002170:					2,430.06
07/14/2023	159433	City of Saint Paul	Blacktop for potholes	101-43100-2171	1,870.89
Total 101431002171:					1,870.89
07/14/2023	159431	Cintas Corporation	Uniform Service	101-43100-2180	80.86
07/14/2023	159431	Cintas Corporation	Uniform Service	101-43100-2180	80.86
Total 101431002180:					161.72
07/14/2023	159457	Vault Health	Random screenings	101-43100-3100	122.32

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
07/14/2023	20230584	Waste Management of Southern MN	Monthly Service	101-43100-3100	203.33
Total 101431003100:					325.65
07/14/2023	20230542	Clarke Environmental Mosquito Mgmt Inc	mosquito contract	101-43100-3101	7,000.00
Total 101431003101:					7,000.00
07/14/2023	159429	Centerpoint Energy	June Service	101-43100-3800	18.48
07/14/2023	72306	City of Waseca	June Utilities	101-43100-3800	67.02 M
07/14/2023	72306	City of Waseca	June Utilities	101-43100-3800	661.43 M
Total 101431003800:					746.93
07/12/2023	0	Madison National Life Insurance Co Inc	July 2023 LTD	101-43125-1340	22.37
07/12/2023	0	Madison National Life Insurance Co Inc	July 2023 LTD	101-43125-1340	3.31
07/12/2023	0	Madison National Life Insurance Co Inc	July 2023 LTD	101-43125-1340	1.16
Total 101431251340:					26.84
07/12/2023	0	Madison National Life Insurance Co Inc	July 2023 LTD	101-43170-1340	4.79
07/12/2023	0	Madison National Life Insurance Co Inc	July 2023 LTD	101-43170-1340	.25
Total 101431701340:					5.04
07/14/2023	72306	City of Waseca	June Utilities	101-43170-3800	162.28 M
Total 101431703800:					162.28
07/12/2023	0	Madison National Life Insurance Co Inc	July 2023 LTD	101-43220-1340	7.99
07/12/2023	0	Madison National Life Insurance Co Inc	July 2023 LTD	101-43220-1340	.41
Total 101432201340:					8.40
07/12/2023	0	Madison National Life Insurance Co Inc	July 2023 LTD	101-45130-1340	13.04
Total 101451301340:					13.04
07/14/2023	20230576	U.S. Bank - CC	thermometer, tape, binders, batteries	101-45130-2000	51.85
07/14/2023	20230576	U.S. Bank - CC	Lamination paper	101-45130-2000	22.32
07/14/2023	20230576	U.S. Bank - CC	Printer, Laminator and ink	101-45130-2000	191.93
Total 101451302000:					266.10
07/14/2023	159459	Waseca County Highway Department	Monthly billing	101-45130-2120	60.24
Total 101451302120:					60.24
07/14/2023	20230576	U.S. Bank - CC	Step ladder, swim diapers, white board markers, CLR	101-45130-2170	86.40
07/14/2023	20230576	U.S. Bank - CC	Storage bins for special events, air pump, command hoo	101-45130-2170	51.01
07/14/2023	20230576	U.S. Bank - CC	Spray bottles, scrub brushes storage bins	101-45130-2170	13.42
07/14/2023	20230576	U.S. Bank - CC	Sunscreen	101-45130-2170	47.28
07/14/2023	20230582	Waseca Hardware LLC	Parts & Supplies	101-45130-2170	33.79
Total 101451302170:					231.90

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
07/14/2023	20230535	A. H. Hermel Company	Janitorial Supplies	101-45130-2175	195.67
Total 101451302175:					195.67
07/14/2023	20230535	A. H. Hermel Company	WP Concessions	101-45130-2500	112.48
07/14/2023	20230535	A. H. Hermel Company	WP Concessions	101-45130-2500	622.38
07/14/2023	20230535	A. H. Hermel Company	WP Concessions	101-45130-2500	1,940.30
07/14/2023	20230535	A. H. Hermel Company	WP Concessions	101-45130-2500	246.54
07/14/2023	20230535	A. H. Hermel Company	WP Concessions	101-45130-2500	1,036.23
07/14/2023	159437	Ebnet, Linda	Charge Account Error	101-45130-2500	24.89
07/14/2023	159450	Morgan's Meat Market	Hot dogs for concessions	101-45130-2500	110.00
07/14/2023	20230576	U.S. Bank - CC	Buns for WWP	101-45130-2500	30.21
07/14/2023	20230576	U.S. Bank - CC	Buns for WWP	101-45130-2500	28.62
07/14/2023	20230576	U.S. Bank - CC	Buns for water park	101-45130-2500	9.54
07/14/2023	20230576	U.S. Bank - CC	Buns for water park	101-45130-2500	14.31
Total 101451302500:					4,175.50
07/14/2023	20230576	U.S. Bank - CC	Lifeguard Certification	101-45130-3300	42.00
Total 101451303300:					42.00
07/14/2023	20230566	Olsem, Jaydn	Mileage Reimbursement	101-45130-3350	122.62
Total 101451303350:					122.62
07/14/2023	72306	City of Waseca	June Utilities	101-45130-3800	4,082.92 M
Total 101451303800:					4,082.92
07/14/2023	159451	Premier Polysteel-ADA Enterprises Inc	WP trashcans	101-45130-4000	2,850.00
Total 101451304000:					2,850.00
07/14/2023	20230576	U.S. Bank - CC	Cheese Machine	101-45130-4500	99.00
Total 101451304500:					99.00
07/14/2023	20230535	A. H. Hermel Company	TLCF Concessions	101-45180-2500	47.54
07/14/2023	20230576	U.S. Bank - CC	Buns for TLCF	101-45180-2500	30.21
07/14/2023	20230576	U.S. Bank - CC	Buns for TLCF	101-45180-2500	28.62
07/14/2023	20230576	U.S. Bank - CC	Buns for TLCF	101-45180-2500	14.31
Total 101451802500:					120.68
07/14/2023	159447	Mediacom	TLCF Communications	101-45180-3200	303.18
Total 101451803200:					303.18
07/12/2023	0	Madison National Life Insurance Co Inc	July 2023 LTD	101-45200-1340	79.76
Total 101452001340:					79.76
07/14/2023	159459	Waseca County Highway Department	Monthly billing	101-45200-2120	1,420.56

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101452002120:					1,420.56
07/14/2023	20230543	Condon Farm Service	Turf Supplies	101-45200-2170	7.99
07/14/2023	159434	Culligan	Park Dept Water	101-45200-2170	36.80
07/14/2023	20230582	Waseca Hardware LLC	Parts & Supplies	101-45200-2170	44.99
Total 101452002170:					89.78
07/14/2023	20230579	Vanderhorst, Brett	Uniform Reimbursement	101-45200-2180	209.97
Total 101452002180:					209.97
07/14/2023	159432	Cintas Corporation	PPE Ear Plugs	101-45200-2190	145.53
07/14/2023	20230568	Owatonna Shoe Company	Work Boot - E. Raetz	101-45200-2190	230.00
Total 101452002190:					375.53
07/14/2023	20230561	MTI Distributing Inc.	Toro M11 Lower Windshield	101-45200-2210	839.39
07/14/2023	20230582	Waseca Hardware LLC	Parts & Supplies	101-45200-2210	1.78
Total 101452002210:					841.17
07/14/2023	20230582	Waseca Hardware LLC	Parts & Supplies	101-45200-2230	164.80
Total 101452002230:					164.80
07/14/2023	20230562	Napa Auto Parts	Parts	101-45200-2240	21.73
Total 101452002240:					21.73
07/14/2023	20230582	Waseca Hardware LLC	Parts & Supplies	101-45200-2400	59.98
Total 101452002400:					59.98
07/14/2023	20230555	Jobs Plus Inc.	City Parks - June Jobs Plus	101-45200-3100	1,552.50
07/14/2023	159446	McClune's Tree Service	Tree Removal	101-45200-3100	900.00
07/14/2023	159453	Sam Bartelt Tree Service & Snow Remov	Stump Grinding	101-45200-3100	168.00
07/14/2023	20230584	Waste Management of Southern MN	Monthly Service	101-45200-3100	31.74
07/14/2023	20230584	Waste Management of Southern MN	June - Parks Waste Management	101-45200-3100	1,415.11
07/14/2023	20230584	Waste Management of Southern MN	WP Waste Management	101-45200-3100	291.92
Total 101452003100:					4,359.27
07/14/2023	72306	City of Waseca	June Utilities	101-45200-3800	443.49 M
07/14/2023	72306	City of Waseca	June Utilities	101-45200-3800	57.48 M
Total 101452003800:					500.97
07/14/2023	159428	Cemstone Concrete Materials LLC	CLP Bench and Dog Park Concrete	101-45200-4000	490.50
Total 101452004000:					490.50
07/14/2023	20230569	Rent 'N' Save Portable Services	May Park - Portable Toilets	101-45200-4100	692.50

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101452004100:					692.50
07/14/2023	20230573	Stoltz Cleaning Services LLC	Library Cleaning	101-45500-3100	200.00
07/14/2023	20230584	Waste Management of Southern MN	Library service	101-45500-3100	171.16
Total 101455003100:					371.16
07/14/2023	72306	City of Waseca	June Utilities	101-45500-3800	970.52 M
Total 101455003800:					970.52
Total General Fund:					230,902.65
Waseca Rehab Program 2015					
07/14/2023	72303	Commercial Partners Title LLC	Multi Family SCDP CDAP 160060-O-FY17-2	212-46500-3000	305,136.73 M
07/14/2023	72304	Commercial Partners Title LLC	Multi Family SCDP CDAP 20-0053-0-FY21-3	212-46500-3000	1,897.50 M
Total 212465003000:					307,034.23
Total Waseca Rehab Program 2015:					307,034.23
Airport					
07/14/2023	20230582	Waseca Hardware LLC	Parts & Supplies	230-49810-2170	24.99
Total 230498102170:					24.99
07/14/2023	72306	City of Waseca	June Utilities	230-49810-3800	93.95 M
Total 230498103800:					93.95
Total Airport:					118.94
Economic Development-General f					
07/12/2023	0	Madison National Life Insurance Co Inc	July 2023 LTD	261-46700-1340	11.16
Total 261467001340:					11.16
07/14/2023	20230549	Flaherty & Hood PA	June Legal Fees	261-46700-3000	437.50
Total 261467003000:					437.50
07/14/2023	20230576	U.S. Bank - CC	Postage to overnight payment to title company	261-46700-3200	28.75
07/14/2023	72305	Verizon Wireless	Monthly Billing	261-46700-3200	20.55 M
Total 261467003200:					49.30
Total Economic Development-General f:					497.96
Firefighter's Relief					
07/14/2023	159440	Hildi Inc	Fire Relief Valuation Update	280-49070-3000	1,100.00
Total 280490703000:					1,100.00
Total Firefighter's Relief:					1,100.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Capital Improvement					
07/14/2023	20230572	Stantec Consulting Services Inc	Construction Inspection	430-43010-5435	2,224.55
07/14/2023	20230576	U.S. Bank - CC	CLP Tennis Court crack fill prep	430-43010-5435	318.78
Total 430430105435:					2,543.33
07/14/2023	20230543	Condon Farm Service	Seeding new 6th St SW ADA ramps	430-43010-5460	87.95
07/14/2023	20230564	Nielsen Concrete LLC	2023 Sidewalk Project Payment #1	430-43010-5460	30,972.85
Total 430430105460:					31,060.80
07/14/2023	20230545	Dirt Merchant Inc	2023-01 Payment #2	430-43010-5560	62,562.42
Total 430430105560:					62,562.42
Total Capital Improvement:					96,166.55
Gaiter Lake Land Development					
07/14/2023	20230549	Flaherty & Hood PA	Gaiter Lake Development Legal Fees	437-46340-3000	1,017.50
Total 437463403000:					1,017.50
Total Gaiter Lake Land Development:					1,017.50
Water					
07/14/2023	159439	Hawkins Inc	Conagra Well Chemicals	601-49401-2170	3,057.80
07/14/2023	159439	Hawkins Inc	City Wells Chemicals	601-49401-2170	10,574.53
Total 601494012170:					13,632.33
07/14/2023	72306	City of Waseca	June Utilities	601-49401-3800	10,375.58 M
Total 601494013800:					10,375.58
07/13/2023	72311	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 7/9/2023	601-49430-0000	440.99 M
07/13/2023	72311	ACH Internal Revenue Service	MEDICARE Pay Period: 7/9/2023	601-49430-0000	103.13 M
Total 601494300000:					544.12
07/12/2023	0	Madison National Life Insurance Co Inc	July 2023 LTD	601-49430-1340	1.60
07/12/2023	0	Madison National Life Insurance Co Inc	July 2023 LTD	601-49430-1340	.08
07/12/2023	0	Madison National Life Insurance Co Inc	July 2023 LTD	601-49430-1340	18.97
07/12/2023	0	Madison National Life Insurance Co Inc	July 2023 LTD	601-49430-1340	20.76
Total 601494301340:					41.41
07/14/2023	159459	Waseca County Highway Department	Monthly billing	601-49430-2120	303.10
Total 601494302120:					303.10
07/14/2023	20230582	Waseca Hardware LLC	Parts & Supplies	601-49430-2170	29.94
Total 601494302170:					29.94
07/14/2023	20230576	U.S. Bank - CC	Work Jeans	601-49430-2180	147.92

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 601494302180:					147.92
07/14/2023	159436	Dakota Supply Group Inc	Valve box replacement	601-49430-2230	1,593.14
Total 601494302230:					1,593.14
07/14/2023	20230550	Gopher State One-Call Inc	Location calls - June	601-49430-3100	56.25
07/14/2023	20230554	Javens Mechanical Contracting Co.	Backflow Testing	601-49430-3100	330.00
07/14/2023	20230578	Utility Consultants Inc	Total Coliform sampling	601-49430-3100	207.96
Total 601494303100:					594.21
07/12/2023	0	Madison National Life Insurance Co Inc	July 2023 LTD	601-49585-1340	15.95
Total 601495851340:					15.95
07/14/2023	159452	RadioShack	Bluetooth adapter	601-49585-2050	9.00
Total 601495852050:					9.00
07/14/2023	20230560	MAS Communications Inc.	Answering Service-July	601-49585-3200	68.63
Total 601495853200:					68.63
07/14/2023	20230567	On Target Inc.	Cass Address Certification-Quarterly	601-49585-3500	49.36
Total 601495853500:					49.36
07/12/2023	0	Madison National Life Insurance Co Inc	July 2023 LTD	601-49586-1340	5.10
07/12/2023	0	Madison National Life Insurance Co Inc	July 2023 LTD	601-49586-1340	14.58
07/12/2023	0	Madison National Life Insurance Co Inc	July 2023 LTD	601-49586-1340	7.02
Total 601495861340:					26.70
07/14/2023	20230572	Stantec Consulting Services Inc	Bonding Bill Review	601-49586-3000	1,510.00
07/14/2023	20230572	Stantec Consulting Services Inc	Bonding Bill Review	601-49586-3000	1,510.00
Total 601495863000:					3,020.00
07/14/2023	20230541	Civic Systems LLC	Semi Annual Support Fees	601-49586-4950	1,046.80
Total 601495864950:					1,046.80
Total Water:					31,498.19
Sanitary Sewer					
07/12/2023	0	Madison National Life Insurance Co Inc	July 2023 LTD	602-49470-1340	28.77
07/12/2023	0	Madison National Life Insurance Co Inc	July 2023 LTD	602-49470-1340	3.31
07/12/2023	0	Madison National Life Insurance Co Inc	July 2023 LTD	602-49470-1340	1.49
Total 602494701340:					33.57
07/14/2023	20230582	Waseca Hardware LLC	Parts & Supplies	602-49470-2170	14.97

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 602494702170:					14.97
07/14/2023	20230550	Gopher State One-Call Inc	Location calls - June	602-49470-3100	56.25
Total 602494703100:					56.25
07/14/2023	72305	Verizon Wireless	Monthly Billing	602-49470-3200	40.01 M
07/14/2023	72305	Verizon Wireless	Monthly Billing	602-49470-3200	160.04 M
07/14/2023	72305	Verizon Wireless	Monthly Billing	602-49470-3200	80.02 M
Total 602494703200:					280.07
07/14/2023	72306	City of Waseca	June Utilities	602-49470-3800	1,510.99 M
Total 602494703800:					1,510.99
07/14/2023	20230582	Waseca Hardware LLC	Parts & Supplies	602-49470-4020	156.98
Total 602494704020:					156.98
07/12/2023	0	Madison National Life Insurance Co Inc	July 2023 LTD	602-49480-1340	3.20
07/12/2023	0	Madison National Life Insurance Co Inc	July 2023 LTD	602-49480-1340	.17
07/12/2023	0	Madison National Life Insurance Co Inc	July 2023 LTD	602-49480-1340	92.59
Total 602494801340:					95.96
07/14/2023	159459	Waseca County Highway Department	Monthly billing	602-49480-2120	160.01
Total 602494802120:					160.01
07/14/2023	159439	Hawkins Inc	Chlorine & Sulfur	602-49480-2170	3,458.60
07/14/2023	20230562	Napa Auto Parts	Parts	602-49480-2170	13.49
07/14/2023	20230576	U.S. Bank - CC	Lab supplies	602-49480-2170	55.17
07/14/2023	20230577	USA Blue Book	Lab Supplies	602-49480-2170	191.95
Total 602494802170:					3,719.21
07/14/2023	159458	Viking Industrial Center	chlorine mask	602-49480-2180	527.91
Total 602494802180:					527.91
07/14/2023	20230582	Waseca Hardware LLC	Parts & Supplies	602-49480-2210	219.98
Total 602494802210:					219.98
07/14/2023	20230562	Napa Auto Parts	Parts	602-49480-2240	230.56
Total 602494802240:					230.56
07/14/2023	20230572	Stantec Consulting Services Inc	Main Pump Station Review	602-49480-3000	762.00
Total 602494803000:					762.00
07/14/2023	159430	Cintas Corp	Floor mat service	602-49480-3100	9.60
07/14/2023	20230563	Nardini Fire Equipment	Generator fire suppression	602-49480-3100	569.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
07/14/2023	20230578	Utility Consultants Inc	Lab Testing	602-49480-3100	2,059.61
07/14/2023	20230582	Waseca Hardware LLC	Parts & Supplies	602-49480-3100	97.88
07/14/2023	20230584	Waste Management of Southern MN	wntp garbage	602-49480-3100	394.28
Total 602494803100:					3,130.37
07/14/2023	72305	Verizon Wireless	Monthly Billing	602-49480-3200	41.11 M
Total 602494803200:					41.11
07/14/2023	20230576	U.S. Bank - CC	Meal while at training in duluth	602-49480-3300	19.89
07/14/2023	20230576	U.S. Bank - CC	Lodging while at training in duluth	602-49480-3300	443.78
Total 602494803300:					463.67
07/14/2023	72306	City of Waseca	June Utilities	602-49480-3800	499.93 M
07/14/2023	159454	SSI Crestmark MN Holding LLC	SolarPower	602-49480-3800	20,086.58
07/14/2023	159456	USS MN V MT LLC	Solar Power	602-49480-3800	4,086.13
Total 602494803800:					24,672.64
07/12/2023	0	Madison National Life Insurance Co Inc	July 2023 LTD	602-49585-1340	15.95
Total 602495851340:					15.95
07/14/2023	159452	RadioShack	Bluetooth adapter	602-49585-2050	9.00
Total 602495852050:					9.00
07/14/2023	20230560	MAS Communications Inc.	Answering Service-July	602-49585-3200	68.63
Total 602495853200:					68.63
07/14/2023	20230567	On Target Inc.	Cass Address Certification-Quarterly	602-49585-3500	49.36
Total 602495853500:					49.36
07/12/2023	0	Madison National Life Insurance Co Inc	July 2023 LTD	602-49586-1340	5.10
07/12/2023	0	Madison National Life Insurance Co Inc	July 2023 LTD	602-49586-1340	14.58
Total 602495861340:					19.68
07/14/2023	20230549	Flaherty & Hood PA	Conagra Land Purchase	602-49586-3000	601.25
Total 602495863000:					601.25
07/14/2023	20230541	Civic Systems LLC	Semi Annual Support Fees	602-49586-4950	1,046.80
Total 602495864950:					1,046.80
07/14/2023	159441	Hydro-Klean LLC	SE I&I Project	602-49593-5300	42,252.00
07/14/2023	20230572	Stantec Consulting Services Inc	Construction Services	602-49593-5300	17,156.96
Total 602495935300:					59,408.96

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Total Sanitary Sewer:					97,295.88	
Electric Utility						
07/14/2023	72301	SMMPA	SMMPA Power	604-49550-3810	528,447.79	M
Total 604495503810:					528,447.79	
07/12/2023	0	Madison National Life Insurance Co Inc	July 2023 LTD	604-49570-1340	3.02	
Total 604495701340:					3.02	
07/14/2023	72306	City of Waseca	June Utilities	604-49570-3800	72.19	M
Total 604495703800:					72.19	
07/12/2023	0	Madison National Life Insurance Co Inc	July 2023 LTD	604-49571-1340	71.46	
Total 604495711340:					71.46	
07/14/2023	159459	Waseca County Highway Department	Monthly billing	604-49571-2120	855.82	
Total 604495712120:					855.82	
07/14/2023	20230558	Locators & Supplies Inc.	pulling harness	604-49571-2170	242.50	
07/14/2023	20230582	Waseca Hardware LLC	Parts & Supplies	604-49571-2170	48.68	
Total 604495712170:					291.18	
07/14/2023	20230550	Gopher State One-Call Inc	Location calls - June	604-49571-3100	56.25	
Total 604495713100:					56.25	
07/14/2023	72305	Verizon Wireless	Monthly Billing	604-49571-3200	40.01	M
07/14/2023	72305	Verizon Wireless	Monthly Billing	604-49571-3200	40.01	M
07/14/2023	72305	Verizon Wireless	Monthly Billing	604-49571-3200	40.01	M
Total 604495713200:					120.03	
07/12/2023	0	Madison National Life Insurance Co Inc	July 2023 LTD	604-49572-1340	7.05	
Total 604495721340:					7.05	
07/12/2023	0	Madison National Life Insurance Co Inc	July 2023 LTD	604-49573-1340	13.09	
Total 604495731340:					13.09	
07/14/2023	20230538	Border States Electric Supply	grounding lugs	604-49573-2170	375.00	
07/14/2023	159463	Zacks Inc.	Small Tools	604-49573-2170	209.95	
Total 604495732170:					584.95	
07/12/2023	0	Madison National Life Insurance Co Inc	July 2023 LTD	604-49574-1340	4.03	
Total 604495741340:					4.03	
07/14/2023	72306	City of Waseca	June Utilities	604-49574-3800	167.29	M

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
07/14/2023	159462	Xcel Energy	Monthly Service	604-49574-3800	561.72
Total 604495743800:					729.01
07/14/2023	72306	City of Waseca	June Utilities	604-49575-3800	637.28 M
Total 604495753800:					637.28
07/12/2023	0	Madison National Life Insurance Co Inc	July 2023 LTD	604-49584-1340	2.01
Total 604495841340:					2.01
07/12/2023	0	Madison National Life Insurance Co Inc	July 2023 LTD	604-49585-1340	28.71
Total 604495851340:					28.71
07/14/2023	159452	RadioShack	Bluetooth adapter	604-49585-2050	8.99
Total 604495852050:					8.99
07/14/2023	20230560	MAS Communications Inc.	Answering Service-July	604-49585-3200	68.63
Total 604495853200:					68.63
07/14/2023	20230567	On Target Inc.	Cass Address Certification-Quarterly	604-49585-3500	49.36
Total 604495853500:					49.36
07/12/2023	0	Madison National Life Insurance Co Inc	July 2023 LTD	604-49586-1340	5.53
07/12/2023	0	Madison National Life Insurance Co Inc	July 2023 LTD	604-49586-1340	15.02
Total 604495861340:					20.55
07/14/2023	20230537	Barr Engineering Company	Solar Review	604-49586-3000	490.00
07/14/2023	159457	Vault Health	Random screenings	604-49586-3000	61.16
Total 604495863000:					551.16
07/14/2023	20230541	Civic Systems LLC	Semi Annual Support Fees	604-49586-4950	1,046.80
Total 604495864950:					1,046.80
07/14/2023	20230536	Amazon	conversion supplies	604-49593-5300	381.70
07/14/2023	20230538	Border States Electric Supply	secondary wire	604-49593-5300	5,253.00
07/14/2023	20230556	JT Services of MN	utilico connectors	604-49593-5300	1,834.51
07/14/2023	20230582	Waseca Hardware LLC	Parts & Supplies	604-49593-5300	6.99
07/14/2023	159461	Wesco Receivables Corp	elbows	604-49593-5300	732.30
Total 604495935300:					8,208.50
Total Electric Utility:					541,877.86
Storm Water Utility					
07/12/2023	0	Madison National Life Insurance Co Inc	July 2023 LTD	651-43140-1340	4.25
07/12/2023	0	Madison National Life Insurance Co Inc	July 2023 LTD	651-43140-1340	15.98
07/12/2023	0	Madison National Life Insurance Co Inc	July 2023 LTD	651-43140-1340	.83

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 651431401340:					21.06
07/14/2023	72306	City of Waseca	June Utilities	651-43140-3800	73.07 M
Total 651431403800:					73.07
07/12/2023	0	Madison National Life Insurance Co Inc	July 2023 LTD	651-49585-1340	3.19
Total 651495851340:					3.19
Total Storm Water Utility:					97.32
Central Garage Services					
07/12/2023	0	Madison National Life Insurance Co Inc	July 2023 LTD	701-43180-1340	56.19
Total 701431801340:					56.19
07/14/2023	20230576	U.S. Bank - CC	Fuel to retrieve parts from smashed truck	701-43180-2120	74.13
Total 701431802120:					74.13
07/14/2023	20230552	Huber Supply Co Inc	tank rental	701-43180-2170	16.50
07/14/2023	20230582	Waseca Hardware LLC	Parts & Supplies	701-43180-2170	10.40
07/14/2023	159463	Zacks Inc.	shop equipment	701-43180-2170	108.68
Total 701431802170:					135.58
07/14/2023	159443	Janesville Tire Service	JD Tractor front tires	701-43180-2210	1,282.00
07/14/2023	20230562	Napa Auto Parts	Parts	701-43180-2210	345.77
07/14/2023	20230570	Sanco Equipment LLC	gear side cover plate	701-43180-2210	205.12
07/14/2023	20230570	Sanco Equipment LLC	hyd leak repair	701-43180-2210	3,361.60
07/14/2023	20230571	Smiths Mill Implement Inc.	New Mower Blades	701-43180-2210	62.46
Total 701431802210:					5,256.95
07/14/2023	20230576	U.S. Bank - CC	Monthly diagnostic fee	701-43180-3100	161.66
Total 701431803100:					161.66
Total Central Garage Services:					5,684.51
Property and Liability Insuran					
07/14/2023	20230548	First National Insurance	Agency Fee	702-49955-3000	800.00
Total 702499553000:					800.00
07/14/2023	159435	D & M Body Shop Inc.	Repair for Police #2158	702-49955-3640	4,080.47
Total 702499553640:					4,080.47
Total Property and Liability Insuran:					4,880.47
Worker's Compensation Insuranc					
07/14/2023	159444	League of MN Cities Insurance Trust	2nd Qtr Work Comp	703-49956-1510	63,375.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 703499561510:					63,375.00
Total Worker's Compensation Insuranc:					63,375.00
Equipment Replacement Fund					
07/14/2023	20230547	Emergency Automotive Technologies Inc.	new squad expense	705-49920-5400	202.76
Total 705499205400:					202.76
07/14/2023	20230575	Towmaster Inc	#19 chevy box install	705-49950-5400	22,415.00
Total 705499505400:					22,415.00
Total Equipment Replacement Fund:					22,617.76
Grand Totals:					1,404,164.82

Report Criteria:

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

Title:	Approve Residential Tax Abatement for 909 10 th Avenue, NE (PID 177.090.0020)		
Meeting Date:	July 18, 2023	Agenda Item Number:	6C
Action:	<input checked="" 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 23-35
Originating Department:	Economic Development	Presented By:	Consent Agenda
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Approve Resolution 23-35, granting residential tax abatement for 909 10 th Avenue, NE, and approval for signature to Residential Tax Abatement Agreement		
How does this item pertain to Vision 2030 goals?	Developing High Quality Community Assets		

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

BUDGET IMPACT: The residential tax abatement requested is 100% of the portion of the City’s share of ad valorem property taxes, for a term not to exceed THREE years, 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 \$6,819.62 per year for three years. 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.

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 23-35 and Residential Tax Abatement Agreement for 909 10th Avenue NE (PID 177.090.0020).

RESOLUTION NO. 23-35

**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”) 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 THREE years, with the City abating 100 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 \$6,819.61 per year. 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 Gary L Seifert and Linda A Seifert (505 22nd Avenue NW) Parcel ID #177.090.0020.

Adopted this ____ day of July 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

GARY L. SEIFERT AND LINDA A. SEIFERT

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RESIDENTIAL TAX ABATEMENT AGREEMENT

THIS AGREEMENT, made as of the ____ day of July, 2023, by and among the City of Waseca, Minnesota, a Minnesota municipal corporation (the “City”) and Gary L. Seifert and Linda A. Seifert, a married couple a (the “Developer”),

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 909 10th Avenue NE in the City (Parcel No. 177.090.0020.) (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 THREE (3) years, specifically with respect to the payable 2025 through 2027 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 GARY L. SEIFERT and LINDA J. SEIFERT and their heirs, successors and assigns;

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 [ten] years, specifically with respect to the payable [2024] through [2033] 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 married couple and residents of the State 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 THREE (3) 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 2025 and continuing through taxes payable in 2027, in the lesser amount annually of \$6,819.62 or 100 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, 2025 and including January 1, 2028 (adjust as necessary if different term selected)], 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, 2025 and including February 1, 2028 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:

Gary L. Seifert and Linda A. Seifert
909 10th Avenue NE
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, 2028 (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 13.01 *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.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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 July, 2023 by Randy L Zimmerman, as Mayor, and Carl C Sonnenberg, as 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 # 177.090.0020

Lot Two (2) Block One (1), Westshores Second Subdivision, A replat of part of vacated Clear Lake Avenue and Part of Vacated Block One (1), Clear Lake Heights and a Replat of Part of Lot A, Noetzel's Addition, City of Waseca

909 10th Avenue NE
Waseca, MN 56093



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 1600, St. Paul, MN 55101
651-201-7507 TTY 651-282-6555

6D

**APPLICATION AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization Date of organization Tax exempt number

Organization Address (No PO Boxes) City State Zip Code

Name of person making application Business phone Home phone

Date(s) of event Type of organization Microdistillery Small Brewer
 Club Charitable Religious Other non-profit

Organization officer's name City State Zip Code

Organization officer's name City State Zip Code

Organization officer's name City State Zip Code

Location where permit will be used. If an outdoor area, describe.

Under tent in front of church

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City or County approving the license

Date Approved

Fee Amount

Permit Date

Event in conjunction with a community festival Yes No

City or County E-mail Address

Current population of city

Please Print Name of City Clerk or County Official

Signature City Clerk or County Official

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event

No Temp Applications faxed or mailed. Only emailed.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US



CITY OF WASECA

Request for City Council Action

Title:	Public Nuisance - Public Hearing		
Meeting Date:	July 18, 2023	Agenda Item Number:	7A
Action:	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Resolution 23-33 EXHIBIT A - Photos
Originating Department:	Community Development	Presented By:	Planning & Zoning Coordinator
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to set enforcement and abatement of the property located at 501 3 rd St NE in the City of Waseca.		
How does this item pertain to Vision 2030 goals?	Promotes good Governance.		

BACKGROUND: The City has received complaints regarding nuisance conditions on the property located at 501 3rd St NE in Waseca.

Per procedure, staff investigated the property and sent correspondence to the property owner on May 4, 2023. The property was re-inspected June 9, 2023. No measurable progress was observed. The property owner was sent a letter advising of City action to declare the property a public nuisance. A letter was sent June 26, 2023 advising the property owner the public hearing date was rescheduled from July 5, 2023 to July 18, 2023.

The property was reinspected July 14, 2023. See Exhibit A (photographs). The current condition constitutes a public nuisance per City ordinances.

BUDGET IMPACT: Incurred costs for abatement will be charged to the property owner.

POLICY QUESTION: The City Council has the authority to order summary enforcement and the abatement of the nuisance.

ALTERNATIVES CONSIDERED: None.

RECOMMENDATION: Host a public hearing on July 18, 2023, to request the City Council to approve action to enact civil remedies against the property owner and the property for the nuisance.







RESOLUTION NO. 23-33

**A RESOLUTION OF THE CITY OF WASECA
IN REGARDS TO THE ABATEMENT OF A
CONTINUEING NUISANCE AT
501 3RD STREET NE, WASECA MN 56093**

WHEREAS, Robert C. Eggers, 501 3rd St NE, Waseca Minnesota is the owner of the property located at 501 3rd St NE, Minnesota; and

WHEREAS, the property has been maintained in a manner that violates Waseca City Code, in regard to the storage of vehicles and materials on the property; and

WHEREAS, Bill Green the Planning and Zoning Coordinator has had contact with the property owner requesting that the property be brought into compliance, including but not limited to inspections of the property on April 24, 2023, April 26, 2023, June 9, 2023, and July 14, 2023; and

WHEREAS, the property owner has been advised that the City will bring a motion to abate the nuisance and have the costs of the abatement assessed against the property; and

WHEREAS, the property and property owner were previously found to have maintained a nuisance property in violation of the Waseca City Code; and

WHEREAS, the property continues to be maintained in a manner that constitutes a nuisance; and

WHEREAS, this matter was set for a public hearing on July 18, 2023, at 7:00 p.m., and notice of said hearing was served by mail to the property owner,

NOW, THEREFORE, BEIT RESOLVED by the City Council of the City of Waseca, Minnesota:

1. That an inspection of the property and an investigation of this matter were performed by the appropriate agencies for the City of Waseca, that the property owner was allowed to provide his input, and all notices as required by law have been sent/served on the property owner.
2. That the property continues to have items stored upon it in violation of Waseca City Code Sections:

91.35 PUBLIC NUISANCE DEFINED.

- (A) Maintains or permits a condition which reasonably annoys, injures or endangers the safety, health, morals, comfort or repose of any considerable number of members of the public;

91.36 PUBLIC NUISANCES AFFECTING HEALTH.

The following are hereby declared to be nuisances affecting health.

- (B) Accumulations; refuse and debris.
(1) Accumulations of refuse or other debris;

91.37 (A) Unattended or discarded furniture, appliances, materials and debris.

- (1) Unless housed in or placed upon a lawfully erected building or receptacle; household

furnishings or appliances, discarded or disused machinery, automobile bodies, paper, boxes, wood, metal, concrete, cans, bottles, trash, ashes or debris of any description whatsoever unattended or accumulating, or the rank growth of vegetation among the items so accumulated;

91.37 (A) Unattended or discarded furniture, appliances, materials and debris.

(2) The sorting, piling or keeping of old machinery or other junk or debris upon any public or private property;

91.37 (A) Unattended or discarded furniture, appliances, materials and debris.

(3) Placing paper, materials, litter or debris on public or private property, including parked vehicles or throwing paper, litter or debris from motor vehicles or buildings.

91.37 PUBLIC NUISANCES AFFECTING PEACE AND SAFETY.

The following are declared to be nuisances affecting public peace and safety.

(B) Woodpiles and brush piles.

(1) Woodpiles, unless erected, located and maintained as follows:

(a) In neat and secure stacks;

(b) At a height of not more than six feet;

(c) Stored in the rear yard at least five feet away from any lot line and at least ten feet away from any structure; and

IPMC 304.1 The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

IPMC 308.1 Accumulation of rubbish or garbage. All exterior property and premises, and the interior of every structure, shall be free from any accumulation of rubbish or garbage.

IPMC 308.1; 308.2 308.1 Accumulation of rubbish or garbage. All exterior property and premises, and the interior of every structure, shall be free from any accumulation of rubbish or garbage. 308.2 Disposal of rubbish. Every occupant of a structure shall dispose of all rubbish in a clean and sanitary manner by placing such rubbish in approved containers.

154.162 (B) Parking or Storage of Commercial-Use Vehicles, Inoperable Vehicles, Unlicensed Vehicles and Vehicle Parts

(1) Inoperable vehicles, unlicensed vehicle or vehicle parts shall not be stored outdoors, whether on a lot or on a street, in a residential district.

91.37 (D) (1)(2)(3) (D) Inoperable motor vehicle, racing cars and stock cars. (1) The keeping, storing or permitting the parking of an inoperable motor vehicle, racing car or stock car upon any public or private property, with the exception of cars bearing current state license and being repaired on property zoned for the activity and at a facility meeting state's Building Code and other applicable state standards for performing the work.

3. That the property is being used for the storage and accumulation of the following: Inoperable black BMW, inoperable red Chevrolet Blazer, inoperable black Ford truck, tires, rubbish, trash, accumulated lumber, containers, wood & metal parts and pieces, concrete, stone, rock, tin, shutters, assorted discarded furniture and materials.
4. The condition of the property of the property constitutes a continuing nuisance under the laws of the State of Minnesota and the City Code of the City of Waseca such as to be declared a Public Nuisance in need of immediate abatement.

BASED ON SAID FINDINGS THE CITY COUNCIL FOR THE CITY OF WASECA
ORDERS:

1. The City Manager or his designee shall cause this Resolution to be served personally on the owner, Robert C. Eggers, of the property at 501 3rd St NE, Waseca MN 56093;
2. Robert C. Eggers, shall within thirty (30) days remove all items from the property located at 501 3rd St NE, Waseca MN 56093 that are being stored in violation of State Statute or City Code.
3. A motion for summary enforcement of this order will be made to the District Court of Waseca unless corrective action is taken as prescribed above, or unless an Answer is filed as provided under state statute.
4. That the costs that the City incurs for the abatement of this nuisance shall be assessed against the property.

Adopted by the City Council this _____ day of July, 2023.

RANDY L. ZIMMERMAN
MAYOR

ATTEST:

JULIA HALL
CITY CLERK

Title:	PUBLIC HEARING FOR ORDINANCE 1108 (THC/CANNABIS MORATORIUM)		
Meeting Date:	July 18, 2023	Agenda Item Number:	7B
Action:	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Ordinance 1108
Originating Department:	Engineering	Presented By:	Tina Wilson (Economic Development Manager) Chris Kennedy (City Attorney)
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Hold a public hearing and make a motion to adopt Ordinance 1108 (THC/Cannabis Moratorium).		
How does this item pertain to Vision 2030 goals?	Creating high quality community assets.		

BACKGROUND: On June 6th, City Council held a work session to discuss the new THC/Cannabis law passed by the Minnesota state legislature. As a result of that meeting, Council directed staff to schedule a public hearing on a THC/Cannabis Moratorium for July 18, 2023.

BUDGET IMPACT: None

RECOMMENDATION: Staff recommends the Waseca City Council hold a public hearing and make a motion to adopt Ordinance 1108 (THC/Cannabis Moratorium).

ORDINANCE NO. 1108

AN INTERIM ORDINANCE PROHIBITING THE SALE, TESTING, MANUFACTURING, CULTIVATING, GROWING, TRANSPORTING, DELIVERY, AND DISTRIBUTION OF CANNABIS PRODUCTS IN THE CITY OF WASECA

The City Council of the City of Waseca does ordain:

SECTION 1. BACKGROUND.

- A. By enacting 2022 Session Law Chapter 98, Article 13, the Minnesota Legislature amended Minn. Stat. §151.72 and permitted the sale of edible and nonedible cannabinoid products that contain no more than 0.3% of Tetrahydrocannabinol, commonly known as THC (“THC Products”).
- B. The 2023 Legislature expanded both the legalization of types of THC and cannabis products and also the types of THC and cannabis businesses permitted.
- C. This newly established regulatory framework for adult-use cannabis, as well as the lower potency hemp edibles and the medical cannabis program, are moved to a newly created state agency called the Office of Cannabis Management; which will establish taxes on regulated products; create grants to assist individuals entering into the legal cannabis market; amend criminal penalties; provide for expungement and resentencing of certain convictions; provide for temporary regulation of hemp-derived edible cannabinoid products; reschedule marijuana; and appropriate money.
- D. The state licensing agency became effective July 1, 2023, and is in the process of establishing a model ordinance for cities, which the City of Waseca would benefit from reviewing and analyzing before making any decisions related to cannabis businesses and products in the City.
- E. The new law established some distance restrictions cities can put in place under their zoning power. It also provides that cities may enact time, place, and manner restrictions. The City would benefit from having time to study and analyze acceptable time, place, and manner restrictions that would be feasible for the City of Waseca.
- F. Pursuant to Minn. Stat. § 462.355, subd. 4, the City is authorized to enact by ordinance a moratorium to regulate, restrict, or prohibit land uses within its jurisdiction to protect public health, safety, and welfare. Specifically, the new statute authorizes the City to enact a moratorium ordinance to allow it to undertake a study to determine whether to adopt any regulations or restrictions, including siting and location of uses, related to the sales, testing, manufacturing, cultivating, growing, transporting, delivery, and distribution of Cannabis Products.

- G. Pursuant to its general police powers, both under its Charter and also set forth in Minn. Stat. § 421.221, subd. 32, the City may enact and enforce regulations or restrictions on Cannabis Products within the City to protect public safety, health, and welfare, including restrictions and a moratorium on sales, testing, manufacturing, cultivating, growing, transporting, delivery, and distribution during the pendency of a study to determine the need for police power regulations; including, but not necessarily limited to, any additional licensing and permitting that may be allowed, if any, by the State.
- H. Pursuant to the language of the passed law, cities, as soon as the bill becomes effective, may have authority to adopt an interim ordinance to prohibit a cannabis business from opening until January 1, 2025, to conduct studies, or to consider adopting or amending allowed restrictions on the operation of a cannabis business. Because the effective date of the bill is July 1, 2023, the City cannot take advantage of this authorization until on, or after, that date. Accordingly, any action by the City Council on an interim ordinance before that date should be pursuant to its statutory and Charter authority which allow moratoriums for up to one year. If the City needs more time to complete its study and analysis, the City Council can take additional action to extend the interim ordinance to January 1, 2025, if the final bill provides that authority, since the bill will be in effect by then.

SECTION 2. FINDINGS.

- A. The City Council finds there is a need to study (i) cannabis products, which includes products using any part of the genus Cannabis plant; products containing cannabis concentrate; products infused with cannabinoids (including but not limited to tetrahydrocannabinol); products extracted or derived from cannabis plants or cannabis flower; synthetically derived cannabinoids; and any lower potency hemp edibles that contain more than 0.3% of Tetrahydrocannabinol, (ii) cannabis businesses related thereto, and (iii) the impact of those businesses and products as related to allowed land uses and zoning in order to assess the necessity for, and efficacy of, regulations and restrictions relating to the retail sales, wholesale sales, testing, growing, cultivating, manufacturing, transporting, and delivery or distribution of any of the products referenced herein, including through zoning ordinances or licensing, if allowed, in order to protect the public health, safety, and welfare of its residents.
- B. The study will allow the City Council to determine the appropriate changes, if any, that it should make to the Waseca City Code, including any necessary zoning changes.
- C. The time will allow for any state agency licensing cannabis businesses to rule make and adopt its model ordinances which will further aid the Council in studying and considering restrictions on the operation of a cannabis businesses and the use of the products listed in paragraph 1 above.
- D. The City Council, therefore, finds that there is a need to adopt a City-wide moratorium on the retail sale and distribution of Cannabis Products, which includes products using any part of the genus Cannabis plant; products containing cannabis concentrate; products

infused with cannabinoids (including but not limited to tetrahydrocannabinol); products extracted or derived from cannabis plants or cannabis flower; synthetically derived cannabinoids, or lower potency hemp edibles that contain more than 0.3% of Tetrahydrocannabinol within the City while City staff studies the issue.

- E. This moratorium will not apply to any wholesale operation that is properly licensed by the State, or any businesses currently conducting business in the City that is properly licensed by the State.

SECTION 3. MORATORIUM.

- A. No new individual, establishment, organization, or business may engage in the retail sale or distribution of Cannabis Products, which includes products using any part of the plant of the genus Cannabis plant; products containing cannabis concentrate; products infused with cannabinoids (including but not limited to tetrahydrocannabinol); products extracted or derived from cannabis plants or cannabis flower; synthetically derived cannabinoids, or lower potency hemp edibles that contain more than 0.3% of Tetrahydrocannabinol for twelve (12) months from the effective date of this ordinance.
- B. Planning or zoning applications related to any of the products listed in Subsection A of Section 3 herein or applications from individuals, establishments, organizations, or businesses involved in the proposed sale, testing, growing, cultivating, manufacturing, transporting, and delivery or distribution of Cannabis Products within the City of Waseca shall not be accepted or considered for up to twelve (12) months from the effective date of this ordinance.
- C. Should Council, at the end of the twelve (12) months, deem it necessary to continue to study the need for local regulation regarding the retail sale, wholesale sale, testing, growing, cultivating, manufacturing, transporting, and delivery or distribution of Cannabis Products listed in Section 3(A), Council shall extend this Moratorium by adoption of an interim ordinance pursuant to the new 2023 law if so allowed under that law.
- D. This moratorium does not apply to the selling, testing, manufacturing, or distributing of Cannabis Products related to the Medical Cannabis Program as administered by the Minnesota Department of Health, provided that such activity is done in accordance with the regulations and laws of Minnesota regarding Medical Cannabis. This moratorium shall also not apply to any wholesale operation that is properly licensed by the state.
- E. This moratorium does not apply to the continued sale of THC Products by retailers in existence before July 1, 2023, and allowed under the 2022 Legislation, which includes edible and nonedible cannabinoid products that contain no more than 0.3% of Tetrahydrocannabinol.

SECTION 4. STUDY. The City Council directs City staff to study the need for local regulations regarding the retail sale, wholesale sale, testing, growing, cultivating, manufacturing, transporting, and delivery or distribution of Cannabis Products listed in Section 3(A) herein within the City of Waseca. Staff must also study the need for creating or amending zoning and/or licensing ordinances as allowed by the state, or any other ordinances as allowed and not preempted by the state, to protect the citizens of Waseca from any potential negative impacts. Upon completion of the study, the City Council, together with such commission as the City Council deems appropriate or as may be required by law, will consider the advisability of adopting new ordinances or amending its current ordinances.

SECTION 5. ENFORCEMENT. The City may enforce this Ordinance by mandamus, injunctive relief, or other appropriate civil remedy in any court of competent jurisdiction. The City Council hereby authorizes the City Manager, in consultation with the City Attorney, to initiate any legal action deemed necessary to secure compliance with this Ordinance.

SECTION 6. TERM. Unless earlier rescinded by the City Council, the moratorium established under this Ordinance shall remain in effect until twelve (12) months from its effective date, at which point it will either automatically expire or be extended pursuant to other statutory authority until January 1, 2025.

SECTION 7. EFFECTIVE DATE. This ordinance shall become effective 30 days after publication of notice of its adoption.

Passed this _____ day of _____, 2023.

ATTEST:

Carl Sonnenberg, City Manager

Randy L. Zimmerman, Mayor



CITY OF WASECA

Request for City Council Action

Title:	2022 Sanitary Sewer Manhole Rehabilitation Project		City Project 22-11
Meeting Date:	July 18, 2023	Agenda Item Number:	7C
Action: Motion to accept the project and final pay request.	<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 Closeout Letter -First & Final Pay Request -IC 134
Originating Department:	Sanitary Sewer	Presented By:	City Manager
Approved By City Manager: <input checked="" type="checkbox"/>			
How does this item pertain to Vision 2030 goals?	Working to resolve I&I (Inflow& Infiltration) problems improves the function of the city sanitary sewer system while reducing the likelihood of sewage in basements and area lakes and reduces the cost of wastewater treatment at the Wastewater Treatment Plant. I&I correction by the City also proves compliance with the MPCA Schedule of Compliance approved by the City Council.		

BACKGROUND: Manhole Rehabilitation Project 22-11 was to begin in fall of 2022. Due to delay of the Sanitary Sewer Pipe Lining portion of the project, the substantial completion date for the Manhole Rehabilitation was extended to May 15th, 2023, in exchange for an additional 2 years of warranty (10 years to 12 years). Substantial completion was achieved June 1st, 2023, 17 days past the extended contract date. The warranty period of 12 years will begin with the substantial completion date of June 1st, 2023, and shall extend to June 1st, 2035. The warranty period for the pipe lining portion was also extended from 2 years to 4 years commencing on December 16, 2022, extending to December 16, 2026. City staff propose to impose liquidated damages of \$500.00/day for the 17 days past the May 15th completion date. The required project closeout documentation is attached to this RCCA, Request for City Council Action.

BUDGET IMPACT: The contract amount of the project was \$54,702.00. The completed value is \$50,752.00. There is an \$8,500.00 reduction for liquated damages (17 days past substantial completion date, \$500/day) leaving an amount due of \$42,252.00, to be paid from the Sanitary Sewer Utility.

RECOMMENDATION: City staff recommends accepting the completion of City Project 22-11 from Hydro-Klean, LLC, and making the first and final payment for the 2022 Sanitary Sewer Manhole Rehabilitation project of \$42,252.00.



Stantec Consulting Services Inc.
3800 Highway 52 North, Suite 130
Rochester MN 55901
Tel: (507) 282-2100

June 8, 2023

Carl Sonnenberg - Utilities Director
Nate Wiley - Director of Engineering
Waseca City Hall
508 South State Street
Waseca, MN 56093

Jill Lomp, Contracts Manager
Todd Sykora, Structure Rehab Manager
Hydro-Klean, LLC
333 NW 49th Place
Des Moines, IA 50313

RE: 2022 Sanitary Sewer Manhole Rehabilitation Project
City Project 2022-11
Stantec Project 193805525

Ms. Lomp, Mr. Sykora, Mr. Sonnenberg, and Mr. Wiley:

Work associated with the Waseca 2022 Sanitary Sewer Manhole Rehabilitation Project, (City Project 2022-11) has been reviewed and found, to the Engineer's best knowledge, information and belief, to have been completed in accordance with the Contract Documents. Substantial Completion was achieved June 1, 2023. Per the Contract and Change Order No. 1, the twelve (12) year Correction Period commenced upon Substantial Completion of the manhole rehabilitation work shall extend to June 1, 2035. Obligations associated with the twelve-year Manhole Rehabilitation Warranty are discussed in Section 33 01 39 – Manhole Rehabilitation (2.04.C) of the Project Manual and Construction Contract. Please note that all work associated with cast in place pipe (CIPP) lining was performed under a separate contract between Hydro-Klean, LLC and the City of Waseca.

We recommend the City of Waseca accept the work associated with the 2022 Sanitary Sewer Manhole Rehabilitation Project, and make final payment to Hydro-Klean, LLC. Enclosed with this letter, please find the following project closeout documents associated with the above referenced project for your review, approval and signature.

- Pay Request No. 1 and Final
- Quantity Measurement Summary

The 1st and Final Pay Request includes an \$8500 deduction for 17 days liquidated damages at a rate of \$500 per day past the contract substantial completion date of May 15, 2023. By signing the aforementioned document, all parties agree to the final payment, a waiver of claims per Article 15.07 of the EJCDC Contract, substantial and final completion dates and the associated twelve-year correction period. If any of the parties involved have questions, concerns or proposed modification to the project closeout documents, please respond to this letter in writing within the next ten calendar days. If the documents are acceptable, please coordinate signature of one set of documents.

Stantec

Page 2 of 2

Reference: 2022 Sanitary Sewer Main and Manhole Rehabilitation Project – Project Closeout Letter

Respectfully,

STANTEC CONSULTING SERVICES INC.

A handwritten signature in blue ink that reads "Joseph C. Palen". The signature is written in a cursive, flowing style.

Joseph C. Palen, P.E.
Project Engineer



Owner: City of Waseca, 508 State St. S., Waseca, MN 56093	Date: June 8, 2023
For Period: 5/2/2023 to 6/1/2023	Request No: 1 & Final
Contractor: Hydro-Klean, LLC, 333 NW 49th Place, Des Moines, IA 50313	

CONTRACTOR'S REQUEST FOR PAYMENT
 2022 SANITARY SEWER MAIN AND MANHOLE REHABILITATION QUOTE PROJECT
 STANTEC PROJECT NO. 193805525

SUMMARY

1	Original Contract Amount		\$	<u>54,702.00</u>
2	Change Order - Add	\$	<u>0.00</u>	
3	Change Order - Deduction	\$	<u>0.00</u>	
4	Revised Contract Amount		\$	<u>54,702.00</u>
5	Value Completed to Date		\$	<u>50,752.00</u>
6	Material on Hand		\$	<u>0.00</u>
7	Amount Earned		\$	<u>50,752.00</u>
8	Less Retainage 0%		\$	<u>0.00</u>
9	Subtotal		\$	<u>50,752.00</u>
10	Less Amount Paid Previously		\$	<u>0.00</u>
11	Liquidated damages - (May 16 to June 1) = 17 days at \$500/day		\$	<u>8,500.00</u>
12	AMOUNT DUE THIS REQUEST FOR PAYMENT NO. <u>1 & Final</u>		\$	<u><u>42,252.00</u></u>

Recommended for Approval by:
STANTEC



Approved by Contractor:
HYDRO-KLEAN, LLC



Approved by Owner:
CITY OF WASECA

Specified Contract Substantial Completion Date:
May 15, 2023

Specified Contract Final Completion Date:
May 30, 2023

Date:
June 8, 2023

No.	Item	Unit	Contract Quantity	Unit Price	Current Quantity	Quantity to Date	Amount to Date
BASE BID							
1	MOBILIZATION	LS	1	5940.00	1	1	\$5,940.00
2	TRAFFIC CONTROL	LS	1	3640.00	1	1	\$3,640.00
3	BYPASS PUMPING	LS	1	1690.00	1	1	\$1,690.00
4	MH REHAB JOINT GROUTING	GAL	100	5.00	50	50	\$250.00
5	ABANDON MH 438	LS	1	720.00	1	1	\$720.00
6	BENCH AND INVERT REPAIR	SF	50	16.00	58	58	\$928.00
	TOTAL BASE BID						<u>\$13,168.00</u>
ALTERNATE NO. 2 (GEOKRETE LINING SYSTEM)							
8	REHAB SANITARY SEWER MH (GEOKRETE PROTECTIVE COATING SYSTEM)	LF	238	174.00	216	216	\$37,584.00
	TOTAL ALTERNATE NO. 2 (GEOKRETE LINING SYSTEM)						<u>\$37,584.00</u>
	TOTAL BASE BID						\$13,168.00
	TOTAL ALTERNATE NO. 2 (GEOKRETE LINING SYSTEM)						<u>\$37,584.00</u>
	WORK COMPLETED TO DATE:						<u>\$50,752.00</u>

PROJECT PAYMENT STATUS

OWNER CITY OF WASECA
 STANTEC PROJECT NO. 193805525
 CONTRACTOR HYDRO-KLEAN, LLC

CHANGE ORDERS

No.	Date	Description	Amount
1	12/14/2022	City grants contract completion date extension: Substantial Completion 5/15/23, Final Completion 5/30/23. City reserves right to impose liquidated damages if revised contract completion dates are not met. HK Solutions grants extension to warranty period for MH rehabilitation improvements to total 12 year warranty from the date of substantial completion.	\$ 0.00
Total Change Orders			\$ 0.00

PAYMENT SUMMARY

No.	From	To	Payment	Retainage	Completed
1 & Final	05/02/2023	06/01/2023	42,252.00		50,752.00

Material on Hand

Total Payment to Date		\$42,252.00	Original Contract	54,702.00
Retainage Pay No. 1 & Final			Change Orders	\$ 0.00
Total Amount Earned		\$42,252.00	Revised Contract	54,702.00



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-535-013-472
Submitted Date and Time:	5-Jul-2023 2:48:09 PM
Legal Name:	HYDRO-KLEAN, LLC
Federal Employer ID:	45-2473053
User Who Submitted:	Hydrokleen
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1916555264
Minnesota ID:	2177531
Project Owner:	CITY OF WASECA, MN
Project Number:	193805525
Project Begin Date:	01-May-2023
Project End Date:	08-Jun-2023
Project Location:	WASECA, MN
Project Amount:	\$54,702.00
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

Please [print this page](#) for your records using the print or save functionality built into your browser.

Title:	POTENTIAL DEVELOPMENT OF SPECIFIC PARK LAND REAL ESTATE		
Meeting Date:	July 18, 2023	Agenda Item Number:	7D
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Memos
Originating Department:	Administration & Parks Dept.	Presented By:	City Manager
Approved By City Manager: <input checked="" type="checkbox"/>			
How does this item pertain to Vision 2030 goals?	To maximize the efficiency and usefulness of City owned real estate as community assets and to improve fiscal responsibility with City owned assets.		

BACKGROUND: The City Council and Parks Board have had initial opportunities to consider the potential to reorganize various park land for residential lot development while improving various park amenities and reducing Parks Department capital expenditures and on-going annual operating expenses. The park real estate under consideration includes specific areas within NW Park and Oak Park as detailed within the attached memo titled “Potential Residential Lots Within City Parks Green Space.”

The City Attorney has broadly outlined the following legal steps before any park land real estate can be sold:

- Research how each property was originally acquired by the city to ensure that none of the real estate was a gift with the specific purpose of being used as a City Park.
- Assuming there are no restrictions on the real estate areas, the City Council would hold a public hearing and determine whether the real estate areas are excess property and no longer needed or useful as City Park areas.
- After the real estate areas are declared excess property by the City Council, the Council would then be able to pass an ordinance to sell the real estate areas or divide areas into lots to sell.

First steps for utilities and land use considerations include:

- Hire a survey company (ALTA Survey).
- Hire a company to conduct a land use title review (title commitment).
- Staff research to determine City owned utilities & private utilities availability and preliminary construction costs.
- Determine zoning requirements.

BUDGET IMPACT: The immediate budget impact if the City Council decides to move forward would include survey and title review costs. The staff's preliminary estimate for these services is in the range of \$10,000-\$15,000, depending on the real estate complexities within the two parks. The Park Maintenance budget includes a Professional Services line item to track these potential costs. A budget amendment would only be required if the entire Park Maintenance budget is exceeded. An alternative budget consideration could be to use the Annexation & Growth Fund at the Council's discretion.

ALTERNATIVES CONSIDERED: The attached memo titled "Park Board" from Parks Superintendent Brad Dushaw, shows that the Park Board discussed the topic and voted not to develop park land and to refer the matter to the City Council, specifically, the Park Board voted 4-0 that "we would like to preserve and maintain our existing parks system and park land."

RECOMMENDATION: If the City Council decides to further explore the potential to sell specific park real estate as detailed in this report, the City Manager requests authorization to hire a surveyor and title company and to report back to the City Council and Park Board with those findings.

From: Brad Dushaw
Sent: Tuesday, July 11, 2023 2:30 PM
To: Carl Sonnenberg
Subject: Park Board

Carl – Park Board held their July meeting this morning at Clear Lake Park. Oak Park and NW Park land/residential lots were discussed. The following Park Board members were present at the meeting; Mark Christiansen, Jeanne Sexton, Michelle Oswald, and Tom Hindt.

Below is the comments and motion made by the Park Board.

Discussion/Comments:

- Michelle: Believes there is a shortage of parks on the south end of Waseca. Once you lose park space, we (Parks Dept) will never get it back. The goal of the City is to “grow”, if the city wants to grow, why should we eliminate parks and/or green space. The city should value the green space we currently have.
- Mark: Believes it is important the park board has this discussion. Whatever the park board decides will go before the City Council. Whenever Gaiter Lake is developed, that is going to increase our maintenance and we need to consider that when having these discussions.
- Tom: Strongly opposed to selling park land for residential lots. Tom is concerned the City will continue to sell park land once it begins. Tom believes there are other options for development rather than selling park land. He has seen selling park land go the wrong way in other communities.
- Jeanne: Asked if the green space is being underutilized at Oak Park and NW Park? She understands it can be hard to gauge the use of open green space throughout the year.

Motion made by Tom Hindt: On behalf of the Park Board, we would like to preserve and maintain our existing parks system and park land. The Park Board refers any further decision regarding this topic to the Waseca City Council.

Second: Michelle Oswald

Motion Passed: 4-0

Thanks,

Brad Dushaw
City of Waseca
Parks Superintendent
Office: 507-835-9727
Cell: 651-308-8887



From: Carl Sonnenberg
Sent: Monday, June 26, 2023 6:55 AM
Cc: Brad Dushaw
Subject: FW: Potential Residential Lots Within City Parks Green Space

Council:

So far, two Parks Board members have suggested possibly having a work session at some point. All comments suggest a conversation in due course after further consideration. Staff is researching how the city acquired the various properties to determine potential sale requirements and options.

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

From: Jeanne Sexton <Jeanne.M.Sexton@outlook.com>
Sent: Sunday, June 25, 2023 6:07 PM
To: Brad Dushaw <BradD@ci.waseca.mn.us>; michelle oswald <meeshchan@hotmail.com>; Mark Christiansen <markchristiansen28@gmail.com>; Tom Hindt <thomashindt@msn.com>; Alan Judd <juddpat5@gmail.com>
Cc: Carl Sonnenberg <CarlS@ci.waseca.mn.us>
Subject: Re: Potential Residential Lots Within City Parks Green Space

This is something to consider and possibly have a work session.

My thoughts/questions are:

First sketch:

This is a maybe. Back filling the grade will definitely need to happen.

Second sketch:

Relocating the skate park to NE would be good.

Pickle Courts taking over a tennis court. Are the tennis courts not being utilized as much as possible? If not, then definitely a good plan for this area for 3 lots.

Third Sketch:

Maybe only 2 lots. Adding 4 seems like it would crowd the small park.

Also, access points to two of the lots seems odd. Or, I'm not seeing the bigger picture.

Fourth Sketch:

I think that would work.

Is the Basketball court not being utilized at this park? If not, then - go for it.

Reducing the playground equipment? It looks like it's already a small area.

v/r,

Jeanne M. Sexton

From: Brad Dushaw <BradD@ci.waseca.mn.us>

Sent: Tuesday, June 20, 2023 8:44 PM

To: michelle oswald <meeshchan@hotmail.com>; Mark Christiansen <markchristiansen28@gmail.com>; Tom Hindt <thomashindt@msn.com>; Alan Judd <juddpat5@gmail.com>; Jeanne Sexton <jeanne.m.sexton@outlook.com>

Cc: Carl Sonnenberg <CarlS@ci.waseca.mn.us>

Subject: Fwd: Potential Residential Lots Within City Parks Green Space

Good Evening Park Board - Please see the memo below that Carl Sonnenberg, City Manager sent to City Council regarding park land and potential residential lots. This was briefly discussed at tonight's City Council meeting.

Please let Carl or I know if you have any comments, questions, or like the idea of a joint work session.

Brad

Brad Dushaw
Parks Superintendent
City of Waseca

Begin forwarded message:

From: Carl Sonnenberg <CarlS@ci.waseca.mn.us>

Date: June 15, 2023 at 4:24:35 PM CDT

Cc: Brad Dushaw <BradD@ci.waseca.mn.us>, Alicia Fischer <aliciaf@ci.waseca.mn.us>, Tina Wilson <tinaw@ci.waseca.mn.us>, Nate Willey <NateW@ci.waseca.mn.us>, Tim Roessler <TimR@ci.waseca.mn.us>, Penny Vought <PennyV@ci.waseca.mn.us>

Subject: Potential Residential Lots Within City Parks Green Space

Council:

Please let me know whether the ideas mentioned below are worthy of a Council and Parks Board conversation, possibly at a joint work session, or other discussion format you may prefer to have. You may also not wish to consider the ideas in this memo. These ideas are new and have not been discussed at a Parks Board meeting. All areas shown below would be subject to our zoning code requirements. I have discussed these ideas with Brad Dushaw, Parks Superintendent. Brad is accepting of these ideas for a conversation.

I have been thinking about ways to help provide some residential lots for new houses along with also providing revenue for future parks projects and some reduction in annual parks maintenance costs, and to provide some gap lots until another residential development becomes shovel ready. The sketches below are thoughts about potential lots to help accomplish all mentioned goals—please note that the sketches are only an approximation intended to show general location of possible buildable lots. The first three sketches below are within Oak Park, located on 6th Ave SE and west of 7th St SE. In the top sketch, the city could possibly establish two lots (south of the existing house on 7th St SE). These two lots would require fill material based on the grade contours. The second sketch shows potentially three lots by relocating the pickle ball courts and skate park area. My thought is to relocate the pickle ball courts to Clear Lake Park by converting two of the tennis courts. The remaining two tennis courts could also be striped for tennis and pickle ball—other variations are also possible. The skateboard area would

be moved to NE Park and would replace one of the two basketball courts in NE Park, next to the Water Park. The third sketch shows potential for 4 lots between the end of 6th Ave SE and 7th St SE within the existing green space. The small playground area at Oak Park would be proposed to remain for neighborhood smaller children and could be moved somewhat based on configuration of the lots and preference of the Council & Parks Board.

The fourth and last sketch shows existing green space at NW Park, south of the trail and playground equipment. The playground equipment, downsized and relocated basketball court, and small shelter would remain in this park for the neighborhood. It appears we could gain two lots from this green space.

So, potentially up to 11 residential lots could be established within these existing parks green spaces, subject to code compliance and city review and approval. I have not placed this topic on the June 20th Council agenda. I hope to hear from you all about a future conversation or just to not have a conversation at all.

Oak Park zoned R-2 First Sketch



Oak Park Second Sketch



Oak Park Third Sketch



NW Park 4th St NW zoned R-1 Fourth Sketch



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



CITY OF WASECA

Request for City Council Action

Title:	Consider commissioning a Hotel Feasibility Study		
Meeting Date:	July 18, 2023	Agenda Item Number:	7E
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Proposal for Hotel Feasibility Study abstract
Originating Department:	Economic Development	Presented By:	Economic Development Manager
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Staff recommends City Council consideration of a hotel feasibility study to be conducted by Core Distinction Group for a not-to-exceed-cost of \$15,000.		
How does this item pertain to Vision 2030 goals?	Develop Community and Economic Assets		

BACKGROUND: The City Council commissioned a hotel feasibility study in 2017 which was used as the foundation for Requests for Proposals (RFPs) to solicit interest in hotel and gas station & convenience store development at either the south or west interchange areas. The resulting RFPs solicited by the city (through January 2020) received no interest. The data from 2017 is out of date due to the change in economic development climate after the Covid pandemic.

A Hotel Development Group (HDG) reached out to the Economic Development Manager in January to express an interest in Waseca. The needs of the HDG included a local investor, a hotel feasibility study, and a potential location. These conversations stopped in February due to the lack of a local investor and lack of a hotel feasibility study.

Recently, the EDA commissioned a Retail and Lodging Market Trade Analysis that gave a snapshot of data covering eight sectors of our local economy. This is just a snapshot of data and not a feasibility study. The data from the study was presented to the EDA at their May meeting. After that EDA meeting, staff shared the Market Trade Analysis with the HDG, asking if there was still any desire to research hotel development in Waseca. The market trade analysis was well received, and conversations were restarted last month. Again, the HDG expressed the needs for a local investor, a hotel feasibility study, and a potential location. The City Manager was able to bring a local investment group to the table for conversation.

The next step to moving the conversation forward is the hotel feasibility study. Neither HDG nor the potential Investor are willing to pay for the hotel feasibility study, which would be prepared by an independent third party. Based on an independent business perspective through the City Manager, “this type of study is becoming more common.” Additionally, “an independent entity is a good incentive” and is necessary for their proforma and lending research. Also, it is common for “cities our size and smaller” to have a current hotel study as “part of their economic development strategy; the cost is reasonable.”

The proposed development is for a mid-to-upper-scale 45-unit hotel with a capital expenditure of approximately \$7.4 million. Initial job creation would be 12-15.

The feasibility study proposed by Core Distinction Group (CDG) includes the following information provided by CDG:

Proforma – We receive many referrals from banks, developers, brands, and past clients because our proforma is included, highlights our extensive, hands-on knowledge in the hotel industry and is easy enough to read for a person looking to invest that may not have any experience in the industry. Fifteen to twenty percent of our business each year is re-conducting studies for communities that did not receive a proper proforma from our competitors.

- Economic Impact Summary – We understand the large impact a quality hotel can make in a community and have dedicated a section focusing on this impact. Our summary reviews direct and indirect impact and is extremely useful for the development of a new hotel project.
- Community Specific – While some of our competitors put focus on the region and/or state for their research, we focus on your community, it's specific need/leakage and direct feeder markets.
- Marketing Piece - Core Distinction includes a marketing piece with our study that your community can utilize to market the project.
- Timeline – Some companies take 90 or more days to complete projects. We believe the momentum of a project should not be lost. When you work with Core, you will receive a draft of your full study and proforma within 30 days of our site visit.
- Complete Package - Our Feasibility Study, Proforma, and Marketing Material give you the complete package to move your project from an idea to groundbreaking. It can be used to attract brands, investors, financial institutions, and so on.
- Our Pricing – We work with communities on a 50% retainer until there is shown to be enough need to support a new hotel project. If there is not enough need, the community is not responsible for the remaining 50%. In addition, our company offers ongoing support throughout the process at no additional cost (others charge an hourly fee for phone calls and such).

BUDGET IMPACT: The proposal is \$15,000 to commission a hotel feasibility study from the Core Distinction Group, with a \$7,500 down payment and potential total of \$15,000. Staff suggest that funding may come from the Annexation and Growth Fund.

ALTERNATIVES CONSIDERED: The alternative at this time is to not proceed with a hotel study.

RECOMMENDATION: If the City Council determines that a hotel feasibility study is currently warranted, the staff recommendation is to authorize the City Manager to hire the Core Distinction Group (CDG) to conduct the hotel analysis at a not-to-exceed cost of \$15,000.



Core DISTINCTION GROUP

HOTEL MARKET FEASIBILITY STUDY PROPOSAL

PREPARED BY

Jessica Junker - Managing Partner
Core Distinction Group, LLC
j.junker@coredistinctiongroup.com
920-740-1647



TAKING THE FIRST STEP TO DEVELOP A NEW HOTEL

WHAT CAN A NEW HOTEL DO FOR YOUR COMMUNITY?

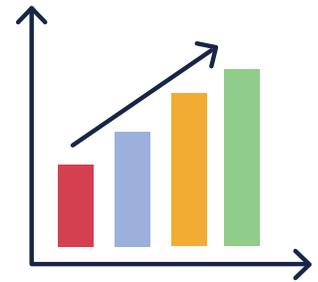
ESTIMATED ECONOMIC IMPACT

A new hotel in your community can have a very large Direct Economic Impact and an even larger Indirect Economic Impact. To help you understand this impact, Core Distinction Group compiles Estimated Economic Impact within our reporting. These estimates help community leaders understand the impact to the local economy and economic development. Below is a sample of what a new hotel can bring to your community:

DIRECT REVENUE

When considering the potential Direct Economic Impact of a new hotel in the community, look at the direct tax revenue the community is gaining from the project. This takes into consideration lodging/bed taxes (when applicable), sales taxes, and real estate taxes. Below you will find the estimated tax revenue* of this project broken out into each category (Ramp Up Year):

NEW HOTEL REVENUE	\$2,372,500
NEW SALES TAX REVENUE	\$130,487
NEW LODGING/BED TAX REVENUE	\$71,175
NEW REAL ESTATE TAX REVENUE	\$90,000



*All taxes based on a new 80 room, upper mid-scale hotel, with an average daily rate of \$125 at 65% occupancy. Sales tax estimates based on 5.5% Sales Tax. Lodging tax estimates based on 3% Lodging Tax. Real Estate Taxes also an estimate based on Real Estate/Property Taxes from a past project of Core Distinction Group in Iowa.

INDIRECT REVENUE

When considering the potential Indirect Economic Impact of a new hotel in the community, look at the spending of the guest within the community. For the purpose of this summary, we have identified the potential spending on food/dining, entertainment/activities and alcoholic beverages (if applicable). Below you will find the estimated revenue** brought into your community indirectly by a new hotel broken down into each category (Ramp Up Year):

ESTIMATED NEW FOOD/DINING REVENUE	\$775,000
ESTIMATED NEW ENTERTAINMENT/ACTIVITIES REVENUE	\$775,000
ESTIMATED NEW ALCOHOLIC BEVERAGE REVENUE	\$375,000

ESTIMATED NEW INDIRECT FULL-TIME EQUIVALENT JOBS CREATED	27
ESTIMATED NEW SALES TAX FROM INDIRECT REVENUE	\$105,875

** Indirect revenue based on the "Ramp Up Year" of a new 80 room, upper mid-scale hotel at 65% occupancy. New estimated revenues in Food/Dining, Entertainment/Activities, and Alcoholic Beverages based on one person per room sold at the current average amount spent per traveler according to budgetyourtravel.com. Estimated indirect job creation based on industry standard labor percentage of revenue and current wages collected from salary.com. Estimated additional sales taxes from indirect revenue based on 5.5% Sales Taxes.

ABOUT US

LEADERSHIP

LISA PENNAU

Mrs. Pennau offers more than 25 years of hospitality industry experience. She began in the industry as a rental car agent at the airport in Oshkosh, Wisconsin where she worked while completing her degrees in both hospitality management and sales & marketing at the local college. Lisa moved on to work as a manager in training for Super 8 hotels in Wichita, Kansas and quickly was promoted to general manager of a Super 8 in Omaha, Nebraska. She was recruited by Baymont to become a traveling manager and served several distressed Midwest properties until moving on to work for Hilton as a General Manager at a Hampton Inn Minnetonka, MN. When that hotel sold, Lisa was promoted by the new owners to Regional Director of Operations for Pillar Hotels overseeing 25+ Midwest hotels, in both rural and metropolitan markets, including Minnesota, Wisconsin, Illinois, Iowa, North Dakota, and South Dakota. During her 10 years as Regional Director of Operations, Lisa oversaw multiple brands such as: Choice, Hilton, Hyatt, IHG, and Marriott. In her final year with Pillar she received the highest honor of Regional Director of the Year for Highest Performing Hotels in all capacities including, revenue, operations, guest service score, turnover, etc.

JESSICA JUNKER

Miss Junker offers more than 18 years of hospitality industry experience. From her beginning in the industry as a banquet server at a full-service hotel in downtown Green Bay, Wisconsin, to overseeing that very property as the manager in only a couple of years. Jessica moved on to work as a Director of Sales at a Residence Inn by Marriott, Area Director of Sales with Interstate Hotels, and Regional Director of Sales and Marketing with Pillar Hotels working on Sales, Marketing, and Revenue Management of anywhere between 15 and 52 hotels with every major and not so major brand in the country. After learning everything she needed about running a hotel, she set her sights on what happens before a hotel is built. She worked in many separate executive roles within an up-and-coming hotel franchise. Miss Junker offers hands-on expert knowledge in hotel operations, sales, marketing, training, contracting, development, construction, really all things hotels. She gained this knowledge from industry leaders like Marriott, Hilton, InterContinental Hotels Group, Choice Hotels, TMI Hospitality, Interstate Hotels, Pillar Hotels & Resorts, Cobblestone Hotels, Wyndham Hotels & Resorts, and many more.



TESTIMONIALS AND REFERENCES

URBANA, OH/CHAMPAIGN ECONOMIC PARTNERSHIP MARCIA BAILEY

“For quite some time we had been looking at the possibility of a new hotel in our community. We hired Core Distinction Group to perform a hotel feasibility study for us. Jessica did a great job in answering questions, touring the city and conducting demand generator interviews. The analysis that was completed gave us the information we needed to begin the process of working on the project. We would highly recommend using their services.”

FAIRFIELD BAY, AR MAYOR PAUL WELLENBERGER

“I called Core Distinction Group with a need for a new Feasibility study and a pretty unrealistic time frame. We had interested investors and interested bankers, but they wanted an updated study reflecting the hotel specifics. Not only was Ms. Junker responsive, she and her team worked over the July 4th weekend to get us what we needed, when we needed it. I highly recommend this company. We had a study done two years earlier. That study cost twice as much, took twice as long and the product was not nearly as thorough and complete as what we received from Core Distinction Group.”

METAMORA, IL KEN MAURER

“Core Distinction Group did a great job for the Village of Metamora. The study was a quality study accepted by all of the hotel chains I contacted.”

ADDITIONAL REFERENCES

HUTCHINSON, MN - BRIAN FORCIER
PHONE: 218-590-8205

ERIE, PA - TOM KENNEDY
PHONE: 814-451-1100

SAUK CITY, WI - VICKI BREUNIG
PHONE: 608-643-3932

ST. MARY'S, PA - BOOKA HANES
PHONE: 814-335-6405

WAYNE COUNTY, TN - CHRISTINE CHAPMAN
PHONE: 931-722-3575

GLADSTONE, MO - JOSH BERGER
PHONE: 402-405-1823

URBANA, OH - MARCIA BAILEY
PHONE: 937-653-7200



SCOPE OF WORK



Core Distinction Group takes immense pride in the work we do. Throughout each phase of our projects we communicate with our clients regularly. This ensures everyone involved in the project is up-to-date on the progress. We also keep a very tight timeline on our projects. Each phase is well thoughtout and followed consistently. The objective of our studies are to identify and determine the need for lodging in the community, the loss of lodging to the area due to lack of quality or amount of lodging, as well as determine if there is enough need to justify a new hotel. A new hotel that makes good business sense. Below you will find each part and its timing in the process:

KICKOFF MEETING, RESEARCH & COMMUNITY OUTREACH

This phase involves speaking with community leaders to compile a list of potential demand generators in the local and regional community. Research and Community Outreach is conducted within the first one to two weeks following receipt of the retainer.

SITE VISIT & COMMUNITY INTERVIEWS

This phase involves an in-depth local tour given by community leaders to help Core Distinction understand said community and need for lodging. The tour also includes a detailed analysis of potential sites for the project.

DEMAND GENERATOR INTERVIEWS

This phase involves conducting online and phone interviews with potential demand generators gathered during the Research and Community Outreach of the study process. This phase will take place in the first two weeks of the study process. In some cases, interviews are done during visit as well.

DATA COMPILATION

This phase of the process involves compiling all the data gathered during our visit to gain the overall picture of what is needed for the community. This phase is conducted in the two weeks following our community visit completion.

***DATA RECEIVING & REPORTING**

Once all the demand generator information is gathered, Core Distinction Group begins pulling industry data for target market as well as industry trends to help us gain a better understanding of the local and regional opportunity areas.

COST GATHERING

This involves all things cost. Core Distinction Group gathers actual cost for the development, construction, financing, taxes, and all other ongoing costs associated with the specific project.

PROJECT PRO FORMA

Immediately following Development and Operational Cost Gathering, Core Distinction Group will construct a project, brand, market, and scale specific Pro Forma that is bank, investor, brand and developer friendly.

DRAFT COMPLETION/SUBMITTAL

After Core Distinction has conducted all previous phases, we complete a draft of the study and financial pro forma and submit it for review by the contracted entity. Changes to the study may be made at this point but are limited to spelling and grammar updates.

FINAL

After all requested changes are made and final payment is received, Core Distinction Group will submit a final draft of the Hotel Market Feasibility Study and Brand Specific Pro Forma to the community for distribution.

*If at this point, Core Distinction Group does not feel there is enough need for lodging to merit the costs of a new build hotel, we will stop the process, communicate with the community and offer alternative options for accommodations. If this happens, the contracted entity is not responsible for the remaining study costs highlighted in (Cost) and will receive a report indicating the reasoning behind the decision.

ALL-INCLUSIVE PRICING

The cost to complete your community's Comprehensive Hotel Market Feasibility Study would be \$15,000. This fee is all-inclusive and will give you every tool you would need to bring a hotel to your community. Once your organization has decided to move forward in hiring Core Distinction Group, LLC to conduct your study, we will require a signed contract and 50% (\$7,500) non-refundable retainer. The remaining 50% (\$7,500) will be required prior to your organization receiving the Final Draft. If at any given point after the Site Visit and Community Tour, our company believes that a new hotel project in your community does not make good business sense, we will reach out to you to discuss. If after the discussion of all data with your organization, all parties believe that we have come to the proper determination, we will cease all project work and you will not be responsible for the remainder of the fee/cost. In addition, Core Distinction Group, LLC does not charge for additional time spend on the project after questions from investors, bankers, brands and so on are complete. Core Distinction Group, LLC will also include one additional Pro Forma update with-in a year of the project completion at no additional charge of changes in fees or costs.

Below you will find a breakdown of what is included in our pricing:

Travel - Airfare, Accommodations, Rental Car, Meals and any Out of Pocket Expenses	
Industry Reports	
Community Visit and Site Analysis	
Data Compilation/Gathering	
Hotel Market Feasibility Study Completion	
	Introduction/Objective
	Market Overview
	Site Analysis
	Economic Overview
	Lodging Demand Overview
	Community Interview/Survey Details
	Lodging Supply Overview
	Conclusion/Scale, Size and Amenity Recommendations
	Room Share Overview
	Economic Impact
	Project Marketing Piece
Financial Projections/Proforma (2 Separate Brand Specific Proformas)	
Total All-In Project Cost	\$ 15,000

SUMMARY AND SAMPLES

SUMMARY

With over 500 Hotel Market Feasibility Studies complete for municipalities and organizations across the United States, Core Distinction Group has developed a wonderful reputation for our professionalism, knowledge, and customer service. Our completed reports offer each person involved a complete understanding and detailed description of what makes the most business sense in your community. Once your study is complete, you will have the pieces you need to develop a new hotel including but not limited to the following:

- Introduction/Objective
- Executive Summary
- Community Overview
- Market Demand Area
- Site Analysis
- Economic Overview
- Lodging Demand Overview
- Demand Generator Survey Details
- Lodging Supply Overview
- Industry Trend Data
- Conclusion/Recommendations
- Estimated Economic Impact
- Development Cost Breakdown
- Complete Financial Projections/Pro Forma



SAMPLES

Please review the samples provided following this page. We have included a sample of our Hotel Market Feasibility Study and our Financial Projections.

CONTACT US TODAY TO SCHEDULE YOUR FIRST STEP TO DEVELOP A NEW HOTEL!
JESSICA JUNKER - MANAGING PARTNER
920-740-1647 - J.JUNKER@COREDISTINCTIONGROUP.COM
WWW.COREDISTINCTIONGROUP.COM