

REGULAR WASECA CITY COUNCIL MEETING
TUESDAY, JUNE 20, 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
6. CONSENT AGENDA
 - A. Minutes: Council Meeting & Work Session – June 6th, 2023
 - B. Payroll & Expenditures
 - C. Resolution 23-20, Residential Tax Abatement for 1112 10th Avenue SE, City of Waseca
 - D. Set a Public Hearing date of July 5th for public nuisance at 501 3rd St NE.
 - E. Set a Public Hearing date of July 18th for THC/Cannabis Moratorium
7. ACTION AGENDA
 - A. Resolution 23-29, Waseca Utilities Economic Development Incentives
 - B. Resolution 23-31, Amending City of Waseca Budget for the calendar year 2023
 - C. Resolution 23-32, Conagra wastewater Expansion
8. REPORTS
 - A. City Manager’s Report
 - B. Commission Reports
9. ANNOUNCEMENTS
10. ADJOURNMENT

MINUTES
WASECA CITY COUNCIL WORK SESSION
TUESDAY, JUNE 6, 2023, 6:00 P.M.

CALL TO ORDER

The Waseca City Council Work Session began at 6:00 p.m.

ROLL CALL

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

Staff Present: Carl Sonnenberg, City Manager
 Nate Willey, City Engineer
 Alicia Fischer, Finance/Human Resources Director
 Tina Wilson, PCED, Economic Development Manager
 Julia, Hall, City Clerk

Chris Kennedy, City Attorney

PURPOSE

To discuss the upcoming THC/Cannabis Law for Minnesota.

CONVERSATION

- Nate Willey, City Engineer Presented:
 1. The new Minnesota law officially goes into effect on n August 1, 2023. State enforcement/licensing details will likely not be ready until possibly spring 2024 or after 2025.
 2. THC/cannabis businesses are expected to be licensed through the State. However, the State will likely not be ready to begin issuing licenses until January 2025.
 3. When State licensing begins, local governments can impose a registration fee of up to \$500.
 4. Based on population, the City of Waseca will be required to allow at least one (1) license. City staff is aware of a total of four (4) businesses that currently retail THC products within City limits.
 5. State and/or League of MN Cities draft ordinances for local governments are expected to become available within the next 3-6 months.
 6. While local governments may not outright prohibit properly licensed businesses from operating, they will be able to limit the number and locations of licensed businesses through zoning restrictions.
 7. Local governments will be required to conduct compliance checks of all licensed businesses. These checks will likely need to occur at least annually and would primarily be checking for underage violations.

- Recommendation: Authorize a 1-Year Moratorium at the next City Council meeting on June 20th prohibiting the sale, testing, manufacturing, cultivating, growing, transporting, delivery, and distribution of THC/cannabis products.

1. This moratorium would maintain current business operations (status quo) until further information on allowable licensing and zoning restrictions becomes available.
2. THC/cannabis cultivating, growing, possession, and use by individuals would not be subject to the moratorium.
3. This moratorium would supersede the existing THC business moratorium, which is set to expire on September 20, 2023.
4. Wholesale businesses, such as Midwest Extraction Services, would be able to expand the production of their current product lines. New business products allowed under the new law would be prohibited under the moratorium and would not be authorized until State licenses are able to be issued on, or after, January 2025.
5. A public hearing for this moratorium is not required. A hearing date of July 19th would be set.

This being a presentation with no action items, the work session adjourned at 6:30 p.m.

JULIA HALL
CITY CLERK

RANDY L. ZIMMERMAN
MAYOR

- 5. A. Tina Wilson, PCED, Economic Development Manager presented on the Residential Tax Abatement program and the collaboration with Waseca County.
- B. New City Staff:
 Jim Sikel – Public Works and Park
 Kade Madden – Police Department
 Sheila Jungwirth – Finance & Human Resources Team
 Carolynn Keck – Finance & Human Resources Team
 Bobby Houlihan, WWTP Chief Operator – Wastewater Treatment Plant

CONSENT AGENDA

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

ACTION AGENDA

- 7. A. Motion made by Christiansen to approve the Juneteenth Holiday seconded by Schroeder. Motion carried 7-0.
- B. Motion made Schroeder to approve Resolution 23-26, seconded by Christiansen. Motion carried 7-0.
 Motion made by Arndt to approve Resolution 23-27, seconded by Conrath. Motion carried 7-0.
- C. Motion made by Christiansen to approve Option C, seconded by Schroeder. Motion carried 4-3. (Rollcall Vote: Christiansen-Yay, Ebertowski-Nay, Conrath-Nay, Schroeder-Yay, Mansfield-Nay, Arndt-Yay, Zimmerman-Yay)
- D. Motion made by Christiansen to approve the purchase of cameras for city parks, seconded by Conrath. Motion carried 7-0.

REPORTS

- 8. A. City Manager’s Report:
 i. None
- B. Commission Reports:
 i. Airport Board: Councilmember Schroeder reported that they are looking at quotes for runway repair. MnDOT’s budget included an additional 5% state match for the hangar project which lowers the local match by \$15,000. Conversation with Skydive NorthStar on how to split the cost of the Xcel conversion. Continued conversation on leases and how to fill vacant hangars. They received the price for card readers but are still awaiting word from the State for possible funding.
- ii. Fire Relief: Councilmember Conrath reported the fish fry is June 24th and they are getting ready for onion rings that will be at the fair. They are also getting a new sponsor banner.
- iii. Historic Preservation Commission, Councilmember Ebertowski presented that the collaboration with the school is going forward, and Ms. Wilson and Ms. Anderson are doing really well putting it together. They are looking at a new app so they are looking for more funding.

ANNOUNCEMENTS

- 9.
- A. Councilmember Christiansen:
 - i. Arts Council is open Saturday 10-1, except the 4th of July weekend and fair weekend.
 - ii. The Memorial Day parade was good, and Grant did a great job on his speech.
 - iii. Excited about park cameras.
 - iv. Losing Blair and Wayne James was a huge loss to the city of Waseca.
 - B. Councilmember Ebertowski:
 - i. Condolences to the Nelson and James Families.
 - ii. June 6th, 2023, is his and his wife's 3rd Anniversary-and yes, he did choose to be at the council meeting.
 - C. Councilmember Schroeder:
 - i. Happy belated birthday to Mayor Zimmerman.
 - ii. Also went to the Memorial Day parade.
 - iii. There is music in Trowbridge Park on Tuesday nights through June.
 - iv. Lakefest is July 4th
 - v. Congrats to her son who is a homeowner in the city of Waseca.
 - D. Councilmember Conrath:
 - i. Tourism board donated \$1,000 to Lakefest.
 - E. Mayor Zimmerman:
 - i. Spoke with Senator Klobuchar, and still may not have any answers until December.

ADJOURNMENT

10. There being no further business to be brought before the Council, it was moved by Arndt to adjourn the meeting at 8:30 p.m., seconded by Mansfield. Motion carried 6-1. (Nay Mansfield)

JULIA HALL
CITY CLERK

RANDY L. ZIMMERMAN
MAYOR

Micah Fischer

6B

LIST OF EXPENDITURES

June 20, 2023

Carl Zimmerman

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City Council	4,250.00	
Streets	29,283.93	
Parks	15,542.30	
Wastewater	11,938.29	
Utility Administration	9,425.94	
Utility Offices	8,032.37	
Electric	15,816.61	
Water	5,839.95	
Building and Code Compliance	3,040.70	
Police	69,319.08	
Administration	0.00	
Community Aides	267.26	
Fire	8,681.66	
Paid On Call Fire Department	1,293.75	
PEG	354.54	
Election Judges	0.00	
Finance	12,983.97	
Community Development	2,477.14	
Engineering	21,034.62	
Recreation	19,304.58	
Econ Development	<u>3,100.68</u>	
Total Gross Payroll	241,987.37	
*Less- Payroll Deductions	<u>(73,932.51)</u>	
Net Payroll Cost		\$ 168,054.86

*These costs are included in Accounts Payable totals below

Accounts Payable

Expenditures dated:	
June 03, 2023-June 16, 2023	
Includes check #'s 159334-159383	
Bank ACH Withdrawals.....	<u>1,115,031.77</u>

GRAND TOTAL EXPENDITURES \$ 1,283,086.63

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
General Fund						
06/15/2023	62325	ACH Internal Revenue Service	FEDERAL WITHHOLDING TAX Pay Period: 6/11/2023	101-21701-0000	21,734.39	M
Total 101217010000:					21,734.39	
06/15/2023	62321	MN Department of Revenue	STATE WITHHOLDING TAX Pay Period: 6/11/2023	101-21702-0000	10,469.74	M
Total 101217020000:					10,469.74	
06/15/2023	62325	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 6/11/2023	101-21703-0000	9,594.05	M
06/15/2023	62325	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 6/11/2023	101-21703-0000	10,075.36	M
Total 101217030000:					19,669.41	
06/15/2023	62322	Public Employees Retirement Assn (ACH	ER Adj	101-21704-0000	.06	M
06/15/2023	62322	Public Employees Retirement Assn (ACH	PERA COORD Emplr 1% Pay Period: 6/11/2023	101-21704-0000	1,401.27	M
06/15/2023	62322	Public Employees Retirement Assn (ACH	PERA COORDINATED Employee Pay Period: 6/11/2023	101-21704-0000	9,108.14	M
06/15/2023	62322	Public Employees Retirement Assn (ACH	PERA POLICE Employee Pay Period: 6/11/2023	101-21704-0000	8,433.15	M
06/15/2023	62322	Public Employees Retirement Assn (ACH	DEF CONTRIBUTION/EMPL Pay Period: 6/11/2023	101-21704-0000	58.70	M
06/15/2023	62322	Public Employees Retirement Assn (ACH	PERA COORDINATED Employer Pay Period: 6/11/2023	101-21704-0000	9,108.14	M
06/15/2023	62322	Public Employees Retirement Assn (ACH	PERA POLICE Employer Pay Period: 6/11/2023	101-21704-0000	12,649.69	M
06/15/2023	62322	Public Employees Retirement Assn (ACH	DEF CONT Employer Pay Period: 6/11/2023	101-21704-0000	58.70	M
Total 101217040000:					40,817.85	
06/15/2023	159335	NCPERS Minnesota - 8266711	LIFE INSURANCE - PERA Pay Period: 6/11/2023	101-21711-0000	224.00	
Total 101217110000:					224.00	
06/15/2023	62325	ACH Internal Revenue Service	MEDICARE Pay Period: 6/11/2023	101-21712-0000	3,241.27	M
06/15/2023	62325	ACH Internal Revenue Service	MEDICARE Pay Period: 6/11/2023	101-21712-0000	3,353.84	M
Total 101217120000:					6,595.11	
06/15/2023	62326	MSRS- (DEF COMP)	MSRS - ROTH (AFTER TAX) Pay Period: 6/11/2023	101-21713-0000	1,325.00	M
06/15/2023	62326	MSRS- (DEF COMP)	MSRS - DEF COMP Pay Period: 6/11/2023	101-21713-0000	1,049.00	M
Total 101217130000:					2,374.00	
06/15/2023	62324	Vantagepoint Transfer Agents 457	ICMA - ROTH (AFTER TAX) Pay Period: 6/11/2023	101-21714-0000	350.00	M
06/15/2023	62324	Vantagepoint Transfer Agents 457	ICMA DEF COMPENSATION Pay Period: 6/11/2023	101-21714-0000	605.00	M
Total 101217140000:					955.00	
06/15/2023	62330	Colonial Life & Accident Insurance Co	COLONIAL LIFE Pay Period: 6/11/2023	101-21715-0000	993.95	M
06/15/2023	62330	Colonial Life & Accident Insurance Co	COLONIAL LIFE Pay Period: 5/28/2023	101-21715-0000	993.95	M
Total 101217150000:					1,987.90	
06/16/2023	62331	Medsurety	DC Reimbursement	101-21716-0000	768.41	M
06/15/2023	62327	Medsurety	HSA Contribution Pay Period: 6/11/2023	101-21716-0000	1,889.38	M
Total 101217160000:					2,657.79	
06/15/2023	62323	MN Child Support Payment Center	CHILD SUPPORT FLAT AMT Pay Period: 6/11/2023	101-21717-0000	1,005.07	M

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101217170000:					1,005.07
06/15/2023	62329	Family Medical Care Plan	FMCP Single Pay Period: 6/11/2023	101-21720-0000	22.47 M
06/15/2023	62329	Family Medical Care Plan	FMCP Single Pay Period: 5/28/2023	101-21720-0000	22.48 M
06/15/2023	62329	Family Medical Care Plan	FMCP Single Pay Period: 6/11/2023	101-21720-0000	427.02 M
06/15/2023	62329	Family Medical Care Plan	FMCP Single Pay Period: 5/28/2023	101-21720-0000	427.03 M
06/15/2023	62328	United Healthcare	UHC Family Pay Period: 6/11/2023	101-21720-0000	17,500.00 M
06/15/2023	62328	United Healthcare	UHC Family Pay Period: 5/28/2023	101-21720-0000	15,000.00 M
06/15/2023	62328	United Healthcare	Armenariz COBRA June	101-21720-0000	847.14 M
06/15/2023	62328	United Healthcare	Gedicke COBRA June	101-21720-0000	847.14 M
06/15/2023	62328	United Healthcare	UHC Single Pay Period: 5/28/2023	101-21720-0000	14,401.38 M
06/15/2023	62328	United Healthcare	UHC Single Pay Period: 6/11/2023	101-21720-0000	14,401.38 M
06/15/2023	62328	United Healthcare	Matson COBRA June	101-21720-0000	847.14 M
06/15/2023	62328	United Healthcare	UHC Employee + 1 Pay Period: 6/11/2023	101-21720-0000	321.03 M
06/15/2023	62328	United Healthcare	UHC Employee + 1 Pay Period: 5/28/2023	101-21720-0000	249.76 M
06/15/2023	62328	United Healthcare	UHC Employee + 1 Pay Period: 6/11/2023	101-21720-0000	7,875.00 M
06/15/2023	62328	United Healthcare	Ferguson Adj	101-21720-0000	974.21 M
06/15/2023	62328	United Healthcare	UHC Employee + 1 Pay Period: 5/28/2023	101-21720-0000	6,125.00 M
06/15/2023	62328	United Healthcare	Spiess Adj	101-21720-0000	847.14- M
06/15/2023	62328	United Healthcare	UHC Family Pay Period: 6/11/2023	101-21720-0000	942.20 M
06/15/2023	62328	United Healthcare	UHC Family Pay Period: 5/28/2023	101-21720-0000	807.72 M
06/15/2023	62328	United Healthcare	Sikel Adj	101-21720-0000	5,269.22 M
06/15/2023	62328	United Healthcare	Madden Adj	101-21720-0000	910.67- M
06/15/2023	62328	United Healthcare	Jungwirth Adj	101-21720-0000	910.67- M
06/15/2023	62328	United Healthcare	Keck Adj	101-21720-0000	1,317.30- M
06/15/2023	62328	United Healthcare	Herschman Adj	101-21720-0000	1,821.35 M
06/15/2023	62328	United Healthcare	Houlihan Adj	101-21720-0000	1,317.30- M
Total 101217200000:					83,825.59
06/15/2023	62329	Family Medical Care Plan	FMCP Family Pay Period: 6/11/2023	101-21724-0000	351.00 M
06/15/2023	62329	Family Medical Care Plan	FMCP Family Pay Period: 5/28/2023	101-21724-0000	351.00 M
06/15/2023	62329	Family Medical Care Plan	FMCP Family Pay Period: 5/28/2023	101-21724-0000	3,159.00 M
06/15/2023	62329	Family Medical Care Plan	FMCP Family Pay Period: 6/11/2023	101-21724-0000	3,159.00 M
Total 101217240000:					7,020.00
06/16/2023	159368	Morgan's Meat Market	Refund of Application Fee for Variance	101-32260-0000	520.00
Total 101322600000:					520.00
06/16/2023	20230479	U.S. Bank - CC	Meal while at Clerks Institute Year 1	101-41320-3300	20.63
06/16/2023	20230479	U.S. Bank - CC	Meal while at Clerks Institute Year 1	101-41320-3300	13.04
06/16/2023	20230479	U.S. Bank - CC	Lodging while at Clerks Institues Year 1	101-41320-3300	596.90
Total 101413203300:					630.57
06/16/2023	20230483	Waseca Area Chamber of Commerce	Employee Recognition-Underwood & N.Gallager	101-41320-4930	135.00
Total 101413204930:					135.00
06/16/2023	20230468	MSDS Online Inc	Online Safety Data Sheets	101-41320-4940	3,899.00
Total 101413204940:					3,899.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
06/16/2023	62319	Medsurety	Admin Fees	101-41500-1600	192.00	M
Total 101415001600:					192.00	
06/16/2023	20230479	U.S. Bank - CC	Charged in error	101-41500-2000	12.13	
Total 101415002000:					12.13	
06/16/2023	20230435	Abdo	Annual Audit Services	101-41500-3000	26,900.00	
Total 101415003000:					26,900.00	
06/16/2023	20230454	Fischer, Alicia	Meals while at conference	101-41500-3300	46.91	
06/16/2023	20230479	U.S. Bank - CC	Meal while traveling for GFOA Conference	101-41500-3300	17.66	
06/16/2023	20230479	U.S. Bank - CC	Transportation from Airport-GFOA Conference	101-41500-3300	7.59	
06/16/2023	20230479	U.S. Bank - CC	Transportation from Airport-GFOA Conference	101-41500-3300	37.97	
06/16/2023	20230479	U.S. Bank - CC	Transportation to Convention Center	101-41500-3300	9.03	
06/16/2023	20230479	U.S. Bank - CC	Transportation to Convention Center	101-41500-3300	5.00	
Total 101415003300:					124.16	
06/16/2023	159359	Government Finance Officers Associatio	2023 Dues - Jungwirth	101-41500-4330	150.00	
Total 101415004330:					150.00	
06/16/2023	20230455	Flaherty & Hood PA	May Labor & Employment Consultation	101-41600-3000	3,988.35	
06/16/2023	20230461	Kennedy & Kennedy Law Office	May Legal Fees	101-41600-3000	3,216.00	
Total 101416003000:					7,204.35	
06/16/2023	20230479	U.S. Bank - CC	Monthly fee	101-41920-4950	119.13	
Total 101419204950:					119.13	
06/16/2023	20230459	Innovative Office Supply	Office Supplies	101-41940-2000	157.60	
06/16/2023	20230459	Innovative Office Supply	Envelopes	101-41940-2000	62.97	
Total 101419402000:					220.57	
06/16/2023	159350	Cintas Corporation	First Aid Cabinet Supplies - City Hall	101-41940-2170	87.21	
Total 101419402170:					87.21	
06/16/2023	159348	Cintas Corp	Floor Mats	101-41940-3100	58.79	
06/16/2023	159348	Cintas Corp	Floor Mats	101-41940-3100	58.79	
06/16/2023	159353	Culligan	RO Lease	101-41940-3100	31.85	
06/16/2023	159370	Orkin Pest Control	City Hall Pest Control	101-41940-3100	109.99	
06/16/2023	20230475	Stoltz Cleaning Services LLC	City Hall Cleaning	101-41940-3100	380.00	
06/16/2023	20230475	Stoltz Cleaning Services LLC	City Hall Cleaning	101-41940-3100	475.00	
06/16/2023	20230487	Waste Management of Southern MN	Monthly service	101-41940-3100	227.58	
Total 101419403100:					1,342.00	
06/16/2023	62332	Consolidated Communications	Monthly Billing	101-41940-3200	220.04	M
06/16/2023	62332	Consolidated Communications	Monthly Billing	101-41940-3200	156.67	M

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101419403200:					376.71
06/16/2023	20230437	Amazon	Door bell for new front window	101-41950-2000	23.98
Total 101419502000:					23.98
06/16/2023	159381	Waseca County Recorder	Abstract Recording	101-41950-3000	46.00
Total 101419503000:					46.00
06/16/2023	20230438	APG Media of So MN LLC	Public notice for planning commission work session	101-41950-3400	17.50
Total 101419503400:					17.50
06/16/2023	159379	Waseca County Highway Department	Monthly billing	101-42100-2120	2,810.75
Total 101421002120:					2,810.75
06/16/2023	159350	Cintas Corporation	First Aid - Police	101-42100-2170	35.94
06/16/2023	20230479	U.S. Bank - CC	Battery for SRO Gun Safe	101-42100-2170	30.00
06/16/2023	20230479	U.S. Bank - CC	Circuit board for SRO Gun Safe	101-42100-2170	45.00
06/16/2023	20230479	U.S. Bank - CC	Parking for St.Paul Court Mediation	101-42100-2170	9.00
06/16/2023	20230479	U.S. Bank - CC	Postage for mailing badges for repair	101-42100-2170	5.70
Total 101421002170:					125.64
06/16/2023	20230437	Amazon	New Hire - phone case	101-42100-2180	17.98
06/16/2023	20230442	Brass, Brent	Uniform Allowance	101-42100-2180	748.04
06/16/2023	20230476	Streicher's	Uniforms - Kris	101-42100-2180	276.00
06/16/2023	20230476	Streicher's	Uniform - C Hartle	101-42100-2180	11.99
06/16/2023	20230476	Streicher's	Uniform - new hire	101-42100-2180	879.81
06/16/2023	20230476	Streicher's	Uniform New Hire	101-42100-2180	11.99
Total 101421002180:					1,945.81
06/16/2023	20230466	Martin-McAllister	Pre-employment Evaluations -2	101-42100-3000	1,250.00
Total 101421003000:					1,250.00
06/16/2023	159343	Blue Earth County Sheriff's Office	2023 CIS-MDC	101-42100-3100	2,548.00
06/16/2023	159348	Cintas Corp	Mats - PD	101-42100-3100	8.98
06/16/2023	159348	Cintas Corp	Mats - PD	101-42100-3100	8.98
06/16/2023	159348	Cintas Corp	Mats - PD	101-42100-3100	8.98
06/16/2023	159353	Culligan	Culligan Police	101-42100-3100	65.90
06/16/2023	159375	Thomson Reuters - West	Clear expense	101-42100-3100	294.82
06/16/2023	159377	Vault Health	Drug Screen	101-42100-3100	61.16
06/16/2023	20230487	Waste Management of Southern MN	Monthly service	101-42100-3100	120.53
Total 101421003100:					3,117.35
06/16/2023	62332	Consolidated Communications	Monthly Billing	101-42100-3200	220.04 M
06/16/2023	62332	Consolidated Communications	Monthly Billing	101-42100-3200	443.92 M
06/16/2023	62332	Consolidated Communications	Monthly Billing	101-42100-3200	47.70 M

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101421003200:					711.66
06/16/2023	159343	Blue Earth County Sheriff's Office	2023 Shared Records fee	101-42100-3250	8,343.00
Total 101421003250:					8,343.00
06/16/2023	159369	Olmsted County Sheriff's Office	EVOC Training	101-42100-3300	350.00
06/16/2023	20230479	U.S. Bank - CC	Meal while at in Massachusetts trip for bearcat	101-42100-3300	7.79
06/16/2023	20230479	U.S. Bank - CC	Lodging while at training	101-42100-3300	341.13
06/16/2023	20230479	U.S. Bank - CC	Meal while at training	101-42100-3300	24.40
06/16/2023	20230479	U.S. Bank - CC	Meal while at training	101-42100-3300	22.87
06/16/2023	20230479	U.S. Bank - CC	Governors conference-lodging Vought	101-42100-3300	411.69
Total 101421003300:					1,157.88
06/16/2023	20230479	U.S. Bank - CC	Refurbish/repair two badges for re-issue to new officers	101-42100-4040	13.00
Total 101421004040:					13.00
06/16/2023	20230479	U.S. Bank - CC	Meal while at Swat training-Harren & Wellman	101-42100-4370	23.60
Total 101421004370:					23.60
06/16/2023	20230449	Creative Product Sourcing Inc. - DARE	DARE supplies	101-42100-4600	42.00
06/16/2023	20230479	U.S. Bank - CC	DARE graduation supplies	101-42100-4600	10.74
Total 101421004600:					52.74
06/16/2023	20230444	Canine Central	2nd Quarter impounds	101-42150-3100	3,300.00
06/16/2023	20230484	Waseca Clarks Grove Vet Clinic LLP	Vet services	101-42150-3100	1,091.05
Total 101421503100:					4,391.05
06/16/2023	20230479	U.S. Bank - CC	Laminator and sheets	101-42200-2000	72.70
Total 101422002000:					72.70
06/16/2023	159379	Waseca County Highway Department	Monthly billing	101-42200-2120	348.19
Total 101422002120:					348.19
06/16/2023	159350	Cintas Corporation	First Aid - Fire	101-42200-2170	85.15
Total 101422002170:					85.15
06/16/2023	20230437	Amazon	Fire Line Do Not Cross Tape	101-42200-2190	109.87
Total 101422002190:					109.87
06/16/2023	20230469	Napa Auto Parts	Parts	101-42200-2210	22.61
Total 101422002210:					22.61
06/16/2023	159371	Overhead Door Company of Mankato Inc	Garage Door Repair FD	101-42200-2230	360.65

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101422002230:					360.65
06/16/2023	159348	Cintas Corp	Mats - FD	101-42200-3100	8.99
06/16/2023	159348	Cintas Corp	Mats - FD	101-42200-3100	8.99
06/16/2023	159348	Cintas Corp	Mats - FD	101-42200-3100	8.99
06/16/2023	20230472	Precision Chiropractic and Wellness	Pre-employment Physicals	101-42200-3100	728.00
06/16/2023	20230487	Waste Management of Southern MN	Monthly service	101-42200-3100	120.53
Total 101422003100:					875.50
06/16/2023	62332	Consolidated Communications	Monthly Billing	101-42200-3200	47.70 M
Total 101422003200:					47.70
06/16/2023	20230479	U.S. Bank - CC	Governors conference	101-42200-3300	350.00
06/16/2023	20230479	U.S. Bank - CC	Governors conference-lodging Forshee	101-42200-3300	322.42
Total 101422003300:					672.42
06/16/2023	159347	Centerpoint Energy	Monthly Service	101-42200-3800	34.10
06/16/2023	62332	Consolidated Communications	Monthly Billing	101-42200-3800	51.19 M
Total 101422003800:					85.29
06/16/2023	159339	Ancom Communications Inc	Siren Repair	101-42300-4000	885.31
Total 101423004000:					885.31
06/16/2023	20230445	City Building Inspection Services LLC	building inpsctions	101-42400-3000	12,201.50
Total 101424003000:					12,201.50
06/16/2023	20230463	Lenz Lawn Care & Landscaping Inc.	Mow/Trim outlet A	101-42400-3100	56.00
Total 101424003100:					56.00
06/16/2023	159379	Waseca County Highway Department	Monthly billing	101-43000-2120	63.65
Total 101430002120:					63.65
06/16/2023	159379	Waseca County Highway Department	Monthly billing	101-43100-2120	2,477.29
06/16/2023	159379	Waseca County Highway Department	Monthly billing	101-43100-2120	114.28
Total 101431002120:					2,591.57
06/16/2023	20230437	Amazon	cut wheels	101-43100-2170	129.90
06/16/2023	159342	Auto Value Waseca	Parts	101-43100-2170	14.97
06/16/2023	159349	Cintas Corporation	first aid supplies	101-43100-2170	94.30
06/16/2023	20230447	Condon Farm Service	shop tank propane	101-43100-2170	17.69
06/16/2023	20230447	Condon Farm Service	grass seed	101-43100-2170	87.95
06/16/2023	159353	Culligan	Water	101-43100-2170	20.85
06/16/2023	159354	D & M Construction LLC	gravel	101-43100-2170	928.20
06/16/2023	159380	Waseca County Landfill	disposal	101-43100-2170	102.20
06/16/2023	159380	Waseca County Landfill	brush	101-43100-2170	1,050.00
06/16/2023	20230486	Waseca Hardware LLC	Parts & Supplies	101-43100-2170	64.58

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101431002170:					2,510.64
06/16/2023	159340	Aramark Uniform Services	uniform service	101-43100-2180	127.56
06/16/2023	159349	Cintas Corporation	Uniform Service	101-43100-2180	80.86
06/16/2023	159349	Cintas Corporation	Uniform Service	101-43100-2180	80.86
06/16/2023	159349	Cintas Corporation	Uniform Service	101-43100-2180	80.86
Total 101431002180:					370.14
06/16/2023	159342	Auto Value Waseca	Parts	101-43100-2210	7.49
Total 101431002210:					7.49
06/16/2023	20230487	Waste Management of Southern MN	Monthly service	101-43100-3100	203.33
Total 101431003100:					203.33
06/16/2023	20230446	Clarke Environmental Mosquito Mgmt Inc	mosquito contract	101-43100-3101	7,000.00
Total 101431003101:					7,000.00
06/16/2023	62332	Consolidated Communications	Monthly Billing	101-43100-3200	47.75 M
Total 101431003200:					47.75
06/16/2023	159347	Centerpoint Energy	Monthly Service	101-43100-3800	34.11
Total 101431003800:					34.11
06/16/2023	159357	Earl F. Andersen Inc.	signs	101-43170-2170	462.15
Total 101431702170:					462.15
06/16/2023	159379	Waseca County Highway Department	Monthly billing	101-45130-2120	12.83
Total 101451302120:					12.83
06/16/2023	159350	Cintas Corporation	1st Aid Box	101-45130-2170	298.27
06/16/2023	20230479	U.S. Bank - CC	Cauld for joints at waterpark	101-45130-2170	168.42
06/16/2023	20230479	U.S. Bank - CC	Temp Ceiling Panels	101-45130-2170	13.96
06/16/2023	20230479	U.S. Bank - CC	Items for waterpark ceiling repair	101-45130-2170	23.89
06/16/2023	20230479	U.S. Bank - CC	New ceiling tile from water valve leak at waterpark	101-45130-2170	35.34
06/16/2023	20230479	U.S. Bank - CC	Pool Vacuum Cartridges	101-45130-2170	212.42
06/16/2023	20230479	U.S. Bank - CC	water park supplies-fly traps, sunscreen, soap etc	101-45130-2170	123.82
06/16/2023	20230486	Waseca Hardware LLC	Parts & Supplies	101-45130-2170	47.45
Total 101451302170:					923.57
06/16/2023	159361	Hillyard Inc/ Hutchinson	Cleaning supplies	101-45130-2175	338.52
06/16/2023	159361	Hillyard Inc/ Hutchinson	Cleaning supplies	101-45130-2175	40.24
Total 101451302175:					378.76
06/16/2023	20230434	A. H. Hermel Company	WP Concessions	101-45130-2500	3,397.67
06/16/2023	20230434	A. H. Hermel Company	WP Concessions	101-45130-2500	1,372.22

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
06/16/2023	20230434	A. H. Hermel Company	WP Concessions	101-45130-2500	69.57-
06/16/2023	159367	Morgan's Meat Market	Hot dogs for Water Park	101-45130-2500	275.00
Total 101451302500:					4,975.32
06/16/2023	20230443	Britton Plumbing & Heating LLC	Boiler Labor	101-45130-3000	110.00
Total 101451303000:					110.00
06/16/2023	20230470	Olympic Fire Protection Corp.	Waterpark sprinkler inspection	101-45130-3100	145.00
Total 101451303100:					145.00
06/16/2023	62332	Consolidated Communications	Monthly Billing	101-45130-3200	247.51 M
Total 101451303200:					247.51
06/16/2023	159373	Recreation Supply Co. Inc.	Pool Deck Chairs	101-45130-4000	5,290.00
06/16/2023	20230479	U.S. Bank - CC	Pipe Fittings	101-45130-4000	132.63
06/16/2023	20230479	U.S. Bank - CC	Pipe fitting	101-45130-4000	105.71
06/16/2023	20230485	Waseca Glass LLC	Concessions Screens	101-45130-4000	361.20
Total 101451304000:					5,889.54
06/16/2023	20230486	Waseca Hardware LLC	Parts & Supplies	101-45180-2175	6.99
Total 101451802175:					6.99
06/16/2023	20230434	A. H. Hermel Company	TLCF Concessions	101-45180-2500	1,886.58
06/16/2023	20230434	A. H. Hermel Company	TLCF Concessions	101-45180-2500	1,043.49
06/16/2023	159367	Morgan's Meat Market	Hot dogs for Tink	101-45180-2500	275.00
06/16/2023	20230479	U.S. Bank - CC	Buns for TLCF	101-45180-2500	11.13
06/16/2023	20230479	U.S. Bank - CC	Buns for TLCF	101-45180-2500	7.59
Total 101451802500:					3,223.79
06/16/2023	20230463	Lenz Lawn Care & Landscaping Inc.	TLCF Field Work	101-45180-3100	380.00
Total 101451803100:					380.00
06/16/2023	159365	Mediacom	TLCF Communications	101-45180-3200	302.65
Total 101451803200:					302.65
06/16/2023	159379	Waseca County Highway Department	Monthly billing	101-45200-2120	1,082.19
Total 101452002120:					1,082.19
06/16/2023	159350	Cintas Corporation	First Aid Cabinet supplies	101-45200-2170	100.19
06/16/2023	159350	Cintas Corporation	First Aid Cabinet supplies	101-45200-2170	58.41
06/16/2023	20230447	Condon Farm Service	Turf Supplies	101-45200-2170	1,448.00
06/16/2023	159353	Culligan	Park Dept Water	101-45200-2170	57.70
06/16/2023	20230477	The Tessman Company	Landscape Supplies	101-45200-2170	157.50
06/16/2023	20230479	U.S. Bank - CC	Dog bag dispenser for dog park and bags for trail and p	101-45200-2170	1,055.00
06/16/2023	159380	Waseca County Landfill	Top Soil Parks	101-45200-2170	224.52
06/16/2023	159380	Waseca County Landfill	Top Soil Parks	101-45200-2170	341.25

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
06/16/2023	159380	Waseca County Landfill	Top Soil Parks	101-45200-2170	336.00
06/16/2023	159380	Waseca County Landfill	Top Soil	101-45200-2170	325.75
06/16/2023	159380	Waseca County Landfill	Top Soil Parks	101-45200-2170	315.25
Total 101452002170:					4,419.57
06/16/2023	20230440	Biehn, Elijah	Safety Boot Reimbursement	101-45200-2190	220.00
06/16/2023	20230471	Owatonna Shoe Company	Safety Boots - Tlusty and Bartelt	101-45200-2190	440.00
Total 101452002190:					660.00
06/16/2023	20230486	Waseca Hardware LLC	Parts & Supplies	101-45200-2230	109.87
Total 101452002230:					109.87
06/16/2023	20230460	Jobs Plus Inc.	City Parks - May Jobs Plus	101-45200-3100	853.88
06/16/2023	159363	Lakescapes	City Beach weed treatments	101-45200-3100	1,670.00
06/16/2023	20230463	Lenz Lawn Care & Landscaping Inc.	NE Park Field Work	101-45200-3100	645.00
06/16/2023	159377	Vault Health	Drug Screen	101-45200-3100	237.46
06/16/2023	20230487	Waste Management of Southern MN	Monthly service	101-45200-3100	31.74
06/16/2023	20230487	Waste Management of Southern MN	WP Waste Management	101-45200-3100	282.96
Total 101452003100:					3,721.04
06/16/2023	62332	Consolidated Communications	Monthly Billing	101-45200-3200	44.23 M
Total 101452003200:					44.23
06/16/2023	159345	Bryan Rock Products Inc.	Library Landscape Project	101-45200-4000	447.38
06/16/2023	20230479	U.S. Bank - CC	Library retaining wall	101-45200-4000	392.40
Total 101452004000:					839.78
06/16/2023	159344	Bock's Service Inc.	Tire Repair	101-45200-4040	25.00
Total 101452004040:					25.00
06/16/2023	20230486	Waseca Hardware LLC	Parts & Supplies	101-45500-2170	34.98
Total 101455002170:					34.98
06/16/2023	159353	Culligan	RO Lease	101-45500-3100	251.30
06/16/2023	159370	Orkin Pest Control	Library-Pest control	101-45500-3100	91.99
06/16/2023	20230475	Stoltz Cleaning Services LLC	Library Cleaning	101-45500-3100	200.00
06/16/2023	20230475	Stoltz Cleaning Services LLC	Library Cleaning	101-45500-3100	250.00
06/16/2023	20230487	Waste Management of Southern MN	Library service	101-45500-3100	85.45
Total 101455003100:					878.74
06/16/2023	62332	Consolidated Communications	Monthly Billing	101-45500-3800	66.01 M
Total 101455003800:					66.01
Total General Fund:					322,869.73

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Waseca Rehab Program 2015					
06/13/2023	159334	Commercial Partners Title LLC	Multi Family SCDP CDAP 160060-O-FY17	212-46500-3000	28,687.38
Total 212465003000:					28,687.38
Total Waseca Rehab Program 2015:					28,687.38
Airport					
06/16/2023	20230434	A. H. Hermel Company	Janitorial Supplies	230-49810-2170	137.30
06/16/2023	159336	ADB Safegate Americas LLC	Airport lighting	230-49810-2170	504.90
06/16/2023	159336	ADB Safegate Americas LLC	Airport lighting	230-49810-2170	120.28
06/16/2023	159336	ADB Safegate Americas LLC	Airport lighting	230-49810-2170	227.74
06/16/2023	20230486	Waseca Hardware LLC	Parts & Supplies	230-49810-2170	84.42
Total 230498102170:					1,074.64
06/16/2023	62332	Consolidated Communications	Monthly Billing	230-49810-3200	51.33 M
06/16/2023	62332	Consolidated Communications	Monthly Billing	230-49810-3200	467.67 M
Total 230498103200:					519.00
Total Airport:					1,593.64
Economic Development-General f					
06/16/2023	20230455	Flaherty & Hood PA	May Legal Fees	261-46700-3000	175.00
Total 261467003000:					175.00
06/16/2023	159346	Cardinal Geographics	Market Trade Analysis Report	261-46700-3100	4,420.00
06/16/2023	159352	Conway Data Inc	Web Ads	261-46700-3100	1,000.00
Total 261467003100:					5,420.00
Total Economic Development-General f:					5,595.00
Police Special Revenue Fund					
06/16/2023	20230439	Axon Enterprises Inc	Taser expense contract	278-46350-5400	11,467.78
Total 278463505400:					11,467.78
Total Police Special Revenue Fund:					11,467.78
PEG Channel					
06/16/2023	159372	RadioShack	Analog/digital graphic components	290-41920-2170	54.97
06/16/2023	159372	RadioShack	Analog/digital graphic component	290-41920-2170	19.99
06/16/2023	159372	RadioShack	New microphone for press booth at TLCF	290-41920-2170	39.99
06/16/2023	20230486	Waseca Hardware LLC	Parts & Supplies	290-41920-2170	22.97
Total 290419202170:					137.92
Total PEG Channel:					137.92
Capital Improvement					
06/16/2023	159356	DM & E Railroad	Right of entry fee for mill & Overlay 8th St SE	430-43010-3103	1,500.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 430430103103:					1,500.00
06/16/2023	20230450	Dirt Merchant Inc	Payment No. 1	430-43010-5560	176,593.84
Total 430430105560:					176,593.84
06/16/2023	159364	Lakeside Lift & Dock LLC	Sportsman Dock Materials	430-43010-5680	144.00
Total 430430105680:					144.00
06/16/2023	20230485	Waseca Glass LLC	Customer Service Counters Bullet Resistant Glass	430-43010-5770	6,566.40
Total 430430105770:					6,566.40
Total Capital Improvement:					184,804.24
Annexation & Growth fund					
06/16/2023	20230455	Flaherty & Hood PA	May Legal Fees	470-46800-3000	508.75
Total 470468003000:					508.75
Total Annexation & Growth fund:					508.75
Water					
06/16/2023	159362	HKS Construction LLC	Water Access Fee Reimbursement	601-37175-0000	1,240.00
Total 601371750000:					1,240.00
06/16/2023	20230479	U.S. Bank - CC	Clock for well #3	601-49401-2230	10.44
06/16/2023	20230486	Waseca Hardware LLC	Parts & Supplies	601-49401-2230	1.20
Total 601494012230:					11.64
06/16/2023	20230479	U.S. Bank - CC	Shipping for samples	601-49401-3100	16.80
Total 601494013100:					16.80
06/16/2023	159383	Xcel Energy	Monthly Service	601-49401-3800	163.90
Total 601494013800:					163.90
06/15/2023	62325	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 6/11/2023	601-49430-0000	481.31 M
06/15/2023	62325	ACH Internal Revenue Service	MEDICARE Pay Period: 6/11/2023	601-49430-0000	112.57 M
Total 601494300000:					593.88
06/16/2023	159379	Waseca County Highway Department	Monthly billing	601-49430-2120	396.39
Total 601494302120:					396.39
06/16/2023	20230464	Locators & Supplies Inc.	locate paint	601-49430-2170	513.45
06/16/2023	20230479	U.S. Bank - CC	Batteries for locator	601-49430-2170	37.41
06/16/2023	20230486	Waseca Hardware LLC	Parts & Supplies	601-49430-2170	14.99

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 601494302170:					565.85
06/16/2023	159351	CJ Masonry	Concrete Repair	601-49430-2230	2,650.00
06/16/2023	20230448	Core & Main LP	Main repair sleeve	601-49430-2230	860.01
06/16/2023	159355	Dakota Supply Group Inc	watermain coupling	601-49430-2230	500.62
Total 601494302230:					4,010.63
06/16/2023	20230474	Stantec Consulting Services Inc	Engineering	601-49430-3000	195.00
Total 601494303000:					195.00
06/16/2023	20230456	Gopher State One-Call Inc	Location calls - May	601-49430-3100	92.25
06/16/2023	20230481	Utility Consultants Inc	Total Coliform sampling	601-49430-3100	207.96
06/16/2023	20230488	Water Conservation Service Inc.	Leak Detect	601-49430-3100	614.20
Total 601494303100:					914.41
06/16/2023	20230437	Amazon	Window Film for UB Window	601-49585-2000	21.33
06/16/2023	20230459	Innovative Office Supply	Mounting Tape	601-49585-2000	1.69
Total 601495852000:					23.02
06/16/2023	62332	Consolidated Communications	Monthly Billing	601-49585-3200	58.68 M
06/16/2023	20230467	MAS Communications Inc.	Answering Service - June	601-49585-3200	56.36
Total 601495853200:					115.04
06/16/2023	20230438	APG Media of So MN LLC	Hydrant flushing	601-49586-3200	190.00
06/16/2023	20230438	APG Media of So MN LLC	Drinking water report	601-49586-3200	40.70
Total 601495863200:					230.70
06/16/2023	159338	American Water Works Association	AWWA Membership	601-49586-4330	365.00
Total 601495864330:					365.00
06/16/2023	20230474	Stantec Consulting Services Inc	N. State Watermain Closeout	601-49593-5300	1,288.00
Total 601495935300:					1,288.00
Total Water:					10,130.26
Sanitary Sewer					
06/16/2023	159362	HKS Construction LLC	Sewer Access Fee Reimbursement	602-37275-0000	1,090.00
Total 602372750000:					1,090.00
06/16/2023	20230456	Gopher State One-Call Inc	Location calls - May	602-49470-3100	92.25
Total 602494703100:					92.25
06/16/2023	62332	Consolidated Communications	Monthly Billing	602-49470-3200	743.44 M

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 602494703200:					743.44
06/16/2023	20230479	U.S. Bank - CC	Wastewater operator certificate	602-49470-3300	45.00
06/16/2023	20230479	U.S. Bank - CC	Service Fee	602-49470-3300	.97
Total 602494703300:					45.97
06/16/2023	159378	W W Blacktopping Inc.	blacktop sewer repair	602-49470-4000	770.64
06/16/2023	159378	W W Blacktopping Inc.	blacktop sewer repair	602-49470-4000	988.02
Total 602494704000:					1,758.66
06/16/2023	20230479	U.S. Bank - CC	Office Supplies	602-49480-2000	106.25
Total 602494802000:					106.25
06/16/2023	20230479	U.S. Bank - CC	breakfast for high flow event	602-49480-2170	13.26
06/16/2023	20230480	USA Blue Book	Lab Supplies	602-49480-2170	333.40
Total 602494802170:					346.66
06/16/2023	20230437	Amazon	safety shirts Bobby H	602-49480-2180	155.94
06/16/2023	20230486	Waseca Hardware LLC	Parts & Supplies	602-49480-2180	77.96
Total 602494802180:					233.90
06/16/2023	20230480	USA Blue Book	blower filters	602-49480-2210	1,148.02
Total 602494802210:					1,148.02
06/16/2023	20230486	Waseca Hardware LLC	Parts & Supplies	602-49480-2230	180.75
Total 602494802230:					180.75
06/16/2023	20230474	Stantec Consulting Services Inc	WWTP Permit Review	602-49480-3000	977.50
Total 602494803000:					977.50
06/16/2023	159348	Cintas Corp	Floor mat service	602-49480-3100	9.60
06/16/2023	159350	Cintas Corporation	First Aid supplies	602-49480-3100	66.37
06/16/2023	20230452	Fireline Sprinkler LLC	Fire sprinkler inspection	602-49480-3100	480.00
06/16/2023	20230465	M & R Electric Inc.	Lift station raw pump 1 electrician	602-49480-3100	883.50
06/16/2023	20230481	Utility Consultants Inc	Permit Testing	602-49480-3100	3,593.16
06/16/2023	20230487	Waste Management of Southern MN	wwtp garbage	602-49480-3100	395.44
Total 602494803100:					5,428.07
06/16/2023	62332	Consolidated Communications	Monthly Billing	602-49480-3200	625.32 M
Total 602494803200:					625.32
06/16/2023	159374	SSI Crestmark MN Holding LLC	Solar Power	602-49480-3800	19,734.74
06/16/2023	159376	USS MN V MT LLC	Solar Power	602-49480-3800	3,809.68

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 602494803800:					23,544.42
06/16/2023	20230482	W W Goetsch Associates Inc.	WWTP Raw Water Pump Repair	602-49480-4000	4,025.00
Total 602494804000:					4,025.00
06/16/2023	20230437	Amazon	Window Film for UB Window	602-49585-2000	21.32
06/16/2023	20230459	Innovative Office Supply	Mounting Tape	602-49585-2000	1.69
Total 602495852000:					23.01
06/16/2023	62332	Consolidated Communications	Monthly Billing	602-49585-3200	58.68 M
06/16/2023	20230467	MAS Communications Inc.	Answering Service - June	602-49585-3200	56.36
Total 602495853200:					115.04
06/16/2023	20230455	Flaherty & Hood PA	May Legal Fees	602-49586-3000	323.75
Total 602495863000:					323.75
06/16/2023	20230474	Stantec Consulting Services Inc	SE Sanitary Sewer Lining Project	602-49593-5300	4,774.60
06/16/2023	20230474	Stantec Consulting Services Inc	Conagra Wastewater Expansion	602-49593-5300	520.00
Total 602495935300:					5,294.60
Total Sanitary Sewer:					46,102.61
Electric Utility					
06/16/2023	62320	SMMMPA	Wholesale Power SMMMPA	604-49550-3810	432,714.25 M
Total 604495503810:					432,714.25
06/16/2023	159379	Waseca County Highway Department	Monthly billing	604-49571-2120	939.15
Total 604495712120:					939.15
06/16/2023	20230441	Border States Electric Supply	wire nuts	604-49571-2170	67.94
06/16/2023	20230464	Locators & Supplies Inc.	locate supplies	604-49571-2170	361.73
06/16/2023	20230479	U.S. Bank - CC	Sunscreen	604-49571-2170	32.64
06/16/2023	20230486	Waseca Hardware LLC	Parts & Supplies	604-49571-2170	63.96
Total 604495712170:					526.27
06/16/2023	20230436	Accurate Calibration Services	Electric Test Board Calibration	604-49571-3100	1,350.00
06/16/2023	20230456	Gopher State One-Call Inc	Location calls - May	604-49571-3100	92.25
06/16/2023	159380	Waseca County Landfill	landfill fees	604-49571-3100	297.88
06/16/2023	159380	Waseca County Landfill	landfill fees	604-49571-3100	267.87
06/16/2023	159380	Waseca County Landfill	landfill fees	604-49571-3100	296.77
Total 604495713100:					2,304.77
06/16/2023	20230479	U.S. Bank - CC	Meal while at school	604-49571-3300	19.59
06/16/2023	20230479	U.S. Bank - CC	Meal while at school	604-49571-3300	15.23
06/16/2023	20230479	U.S. Bank - CC	Meal while at school	604-49571-3300	13.05
06/16/2023	20230479	U.S. Bank - CC	Lodging while at training	604-49571-3300	257.43

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
06/16/2023	20230479	U.S. Bank - CC	Lodging while at training	604-49571-3300	98.84
Total 604495713300:					404.14
06/16/2023	20230441	Border States Electric Supply	secondary splices	604-49573-2170	1,140.48
Total 604495732170:					1,140.48
06/16/2023	20230451	Ditch Witch of Minnesota	Boring Parts	604-49573-2230	30.09
06/16/2023	159382	Wesco Receivables Corp	primary elbow sealing kit	604-49573-2230	785.20
Total 604495732230:					815.29
06/16/2023	159383	Xcel Energy	Monthly Service	604-49574-3800	544.61
Total 604495743800:					544.61
06/16/2023	20230437	Amazon	Window Film for UB Window	604-49585-2000	21.32
06/16/2023	20230459	Innovative Office Supply	Mounting Tape	604-49585-2000	1.70
Total 604495852000:					23.02
06/16/2023	62332	Consolidated Communications	Monthly Billing	604-49585-3200	58.68 M
06/16/2023	62332	Consolidated Communications	Monthly Billing	604-49585-3200	54.21 M
06/16/2023	20230467	MAS Communications Inc.	Answering Service - June	604-49585-3200	56.37
Total 604495853200:					169.26
06/16/2023	20230455	Flaherty & Hood PA	May Legal Fees	604-49586-3000	43.75
Total 604495863000:					43.75
06/16/2023	159366	MN Department of Commerce	Department of Commerce Assessment	604-49586-4330	1,321.20
Total 604495864330:					1,321.20
06/16/2023	20230485	Waseca Glass LLC	Customer Service Counters Bullet Resistant Glass	604-49593-5200	8,777.40
Total 604495935200:					8,777.40
06/16/2023	20230441	Border States Electric Supply	conversion supplies	604-49593-5300	1,156.34
06/16/2023	20230441	Border States Electric Supply	conversion supplies	604-49593-5300	3,495.93
06/16/2023	159356	DM & E Railroad	Right of entry license fee	604-49593-5300	206.00
Total 604495935300:					4,858.27
Total Electric Utility:					454,581.86
Storm Water Utility					
06/16/2023	20230486	Waseca Hardware LLC	Parts & Supplies	651-43140-2170	37.98
Total 651431402170:					37.98
06/16/2023	20230438	APG Media of So MN LLC	Public Notice-Storm water prevention plan	651-43140-3400	21.67

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 651431403400:					21.67
06/16/2023	20230463	Lenz Lawn Care & Landscaping Inc.	restoration -stormwater	651-43140-4000	750.00
Total 651431404000:					750.00
06/16/2023	159378	W W Blacktopping Inc.	Asphalt for 6th St SW drain tile	651-49593-5300	4,173.18
Total 651495935300:					4,173.18
Total Storm Water Utility:					4,982.83
Central Garage Services					
06/16/2023	159342	Auto Value Waseca	Parts	701-43180-2170	4.58
06/16/2023	20230457	Huber Supply Co Inc	tank rental	701-43180-2170	17.05
06/16/2023	20230458	IFACS	genral shop supplies	701-43180-2170	108.50
06/16/2023	20230469	Napa Auto Parts	Parts	701-43180-2170	32.38
06/16/2023	20230479	U.S. Bank - CC	Styrofoam sheets	701-43180-2170	120.96
06/16/2023	20230486	Waseca Hardware LLC	Parts & Supplies	701-43180-2170	18.79
Total 701431802170:					302.26
06/16/2023	159341	Auto Trim Design of Owatonna	Truck seat repair	701-43180-2210	150.00
06/16/2023	159342	Auto Value Waseca	Parts	701-43180-2210	770.94
06/16/2023	159358	Environmental Products & Access LLC	E-8 new ditch witch vac machine	701-43180-2210	956.47
06/16/2023	159360	Grainger	1 tool box for street dept	701-43180-2210	1,118.02
06/16/2023	159360	Grainger	2 tool boxes for engineering	701-43180-2210	2,236.04
06/16/2023	20230469	Napa Auto Parts	Parts	701-43180-2210	843.75
06/16/2023	20230473	Sanco Equipment LLC	Whacker water pump	701-43180-2210	700.07
06/16/2023	20230473	Sanco Equipment LLC	Bobtach rocker switch	701-43180-2210	16.68
Total 701431802210:					6,791.97
06/16/2023	159360	Grainger	ratchet strap	701-43180-2400	6.92
06/16/2023	20230458	IFACS	returned item	701-43180-2400	77.78-
06/16/2023	20230478	Tool Sales Company	Tools	701-43180-2400	18.00
Total 701431802400:					52.86-
06/16/2023	20230479	U.S. Bank - CC	Monthly Diagnostic Program	701-43180-3100	161.66
Total 701431803100:					161.66
Total Central Garage Services:					7,203.03
Property and Liability Insuran					
06/16/2023	20230453	First National Insurance	Agency Fee	702-49955-3000	800.00
Total 702499553000:					800.00
06/16/2023	159344	Bock's Service Inc.	Tow expense - Plow Truck	702-49955-3640	961.00
Total 702499553640:					961.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total Property and Liability Insuran:					1,761.00
Equipment Replacement Fund					
06/16/2023	159337	Advanced Graphix Inc.	new squad expense	705-49920-5400	458.50
06/16/2023	20230439	Axon Enterprises Inc	Body camera contract	705-49920-5400	33,697.24
06/16/2023	20230462	L & L Street Rod & Sports Truck LLC	new squad expense	705-49920-5400	450.00
Total 705499205400:					34,605.74
Total Equipment Replacement Fund:					34,605.74
Grand Totals:					<u>1,115,031.77</u>

Report Criteria:

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

Title:	Approve Residential Tax Abatement for 1112 10 th Avenue SE (PID 175350520)		
Meeting Date:	June 20, 2023	Agenda Item Number:	6C
Action:	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	<ul style="list-style-type: none"> • Residential Tax Abatement Agreement • Resolution 23-20
Originating Department:	Economic Development	Presented By:	Consent Agenda
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Approve Resolution 23-20, granting residential tax abatement for 1112 10 th Avenue SE and approval for signature to Residential Tax Abatement Agreement		
How does this item pertain to Vision 2030 goals?	Leveraging Economic Development Opportunities		

BACKGROUND: City Council has already authorized this parcel as eligible for tax abatement through Resolution 19-08.

BUDGET IMPACT: The residential tax abatement requested is 75% of the portion of the City’s share of ad valorem property taxes on the qualifying parcel derived from the value of the residential structure for which the City issues a building permit and paid by the property owner. The total abatement amount for any single qualifying parcel is not to exceed \$20,458.85, for a maximum total abatement of City-imposed property taxes not to exceed \$3,409.81. 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 19-08

RECOMMENDATION: Staff recommends approval of Resolution 23-20 and the Residential Tax Abatement Agreement for 1112 10th Avenue SE.

(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

DANETTE REISTAD

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RESIDENTIAL TAX ABATEMENT AGREEMENT

THIS AGREEMENT, made as of the ____ day of June 2023, by and among the City of Waseca, Minnesota, a Minnesota municipal corporation (the “City”) and DANETTE REISTAD a single person, (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 residential structure located at 1112 10th Avenue SE in the City (Parcel No. 175350520) (the “Property”), and the City has determined that the Property has qualified for tax abatement pursuant to the City’s Residential Tax Abatement Policy; and

WHEREAS, the City has approved abatement of the increased portion of the City’s share of ad valorem property taxes on the Property derived from the value of the residential development of the Property for a period not to exceed SIX years, specifically with respect to the payable 2024 through 2029 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 DANETTE REISTAD, and her 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 [2022] through [2031] 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 single woman 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 SIX years and shall apply to the City's share of ad valorem property taxes on the Property derived from the value of the residential development of the Property and paid by the Developer, beginning with taxes payable in 2024 and continuing through taxes payable in 2029 in the lesser amount annually of \$[adjust as appropriate if different abatement term selected] or 75 percent of the City's share of ad valorem property taxes on the Property derived from the value of the residential development of the Property for that year.

(3) On or before January 1 and July 1 each year commencing [July 1, 2022] and including [January 1, 2031 (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, 2022] and including [February 1, 2031 (adjust as necessary if different term selected)] 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:

Danette Reistad
1112 10th Avenue SE
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, 2031 (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 June 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 # 175350520

Lot 5 Block 7
Pondview
Waseca

1112 10th Avenue SE, Waseca, MN 56093

RESOLUTION NO. 23-20

**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 19-08, 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 19-08, Appendix A”); and

WHEREAS, the City proposes to use tax abatement for the purposes provided for in the Abatement Law and the Abatement Policy (and hereinafter defined). The proposed term of the abatements for each eligible property that satisfies the conditions for abatement established herein (“the qualifying parcels”) will be for a term not to exceed six years, with the City abating 75 percent of the portion of the City’s share of ad valorem property taxes on the qualifying parcel derived from the value of the residential structure for which the City issues a building permit and paid by the property owner. The total abatement amount for any single qualifying parcel is not to exceed \$20,458.85, for a maximum total abatement of City-imposed property taxes not to exceed \$3,409.81. 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 Danette Reistad (1112 10th Avenue SE) Parcel ID #17.5350.520.

Adopted this ____ day of June 2023.

RANDY L ZIMMERMAN
MAYOR

ATTEST:

JULIA HALL
CITY CLERK



CITY OF WASECA

Request for City Council Action

Title:	Public Nuisance - Set Public Hearing Date of July 5, 2023 for the property located at 501 3 rd St NE, Waseca MN.		
Meeting Date:	June 20, 2023	Agenda Item Number:	6D
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:	Site Photos
Originating Department:	Community Development	Presented By:	City Manager
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to set a public hearing date for the summary 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 multiple 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 advising the property owner he had until June 6, 2023 to bring the property into compliance.

Past history includes abatement of the exterior property in February of 2022. Since that time, the property has gone back into disarray. An inspection on June 9, 2023 shows multiple violations of City Ordinances regarding exterior property maintenance. 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: Set a public hearing for July 5, 2023, to request the City Council to approve action to enact civil remedies against the property owner and the property for the nuisance.





06 09 2023



06 09 2023











Title:	SET THE DATE FOR A PUBLIC HEARING ON A THC/CANNABIS MORATORIUM		
Meeting Date:	June 20, 2023	Agenda Item Number:	6E
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:	
Originating Department:	Engineering	Presented By:	Consent Agenda
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to set the date for a Public Hearing on a THC/Cannabis Moratorium.		
How does this item pertain to Vision 2030 goals?	Creating high quality community assets.		

BACKGROUND: At their work session on June 6th, City Council directed staff to proceed with the establishment of a THC/Cannabis moratorium. A public hearing on this moratorium is proposed for the July 18, 2023, City Council meeting. If approved, a notice for this hearing will be posted in the local newspaper.

BUDGET IMPACT: None.

RECOMMENDATION: Staff recommends the Waseca City Council set the date for a public hearing on the THC/Cannabis Moratorium for 7:00 PM on Tuesday, July 18, 2023.

Title:	Resolution No. 23-29, Waseca Utilities Economic Development Incentive		
Meeting Date:	June 20, 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 No. 23-29 With Exhibit A
Originating Department:	Economic Development	Presented By:	Economic Development Manager
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Approve Resolution No. 23-29 Waseca Utilities Economic Development Incentives with Exhibit A providing guidelines for granting the incentive.		
How does this item pertain to Vision 2030 goals?	Leveraging Economic Development Initiatives		

BACKGROUND: On May 16th the City Council was presented with information regarding an economic development incentive program that Southern Minnesota Municipal Power Agency (SMMPA) has made available to its members. The resolution outlines the specific incentive credit as defined by SMMPA. Please note Exhibit A is crafted after the policy template provided by SMMPA. That policy offers the guidelines for Waseca Utilities to grant an economic development incentive. Robert Scott, of Flaherty-Hood has prepared Resolution No. 23-29

BUDGET IMPACT: None, if Waseca Utilities grants an economic development incentive to a new business or uses it as a retention tool, SMMPA will be giving Waseca Utilities a credit in an equal amount.

ALTERNATIVES CONSIDERED: None

RECOMMENDATION: Staff requests a motion to approve Resolution No. 23-29 Waseca Utilities Economic Development Incentive.

**CITY OF WASECA, MINNESOTA
CITY COUNCIL RESOLUTION 2023- 29
A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF
WASECA, MINNESOTA, ADOPTING THE SOUTHERN MINNESOTA MUNICIPAL
POWER AGENCY ECONOMIC DEVELOPMENT PROGRAM**

WHEREAS, the City of Waseca (the “City”) operates Waseca Utilities and provides electric utility service to retail customers within the City, and is a member of the Southern Minnesota Municipal Power Agency, a Minnesota non-profit joint action agency (“SMMPA”); and

WHEREAS, SMMPA operates a wholesale Economic Development Program to provide incentives to attract new business customers to SMMPA member communities, including the City, encourage existing business customers to expand, and help ensure businesses will stay in the community; and

WHEREAS, SMMPA, through its Economic Development Program, will pay an economic development credit to its members based on the energy usage of the qualifying businesses in the member community, in order that SMMPA members may pass such credits directly to their qualifying business customers; and

WHEREAS, Business customers that will qualify for participation in the Economic Development Program are generally those that, among other eligibility requirements, are (1) new business customers with a load of 250 kW or greater, or with load that exceeds the demand of the Waseca Utilities’ tenth largest current retail customer; (2) existing business customers adding new incremental connected load of 250 kW or greater, or adding load that exceeds the demand of the Waseca Utilities’ tenth largest current retail customer; or (3) existing business customers in economic distress that have legitimate opportunities to move operations out of the Waseca Utilities’ service territory and have a total load of 1,000 kW or that are one of the member’s ten largest customers; and

WHEREAS, the City finds that SMMPA’s Economic Development Program is consistent with the mission of Waseca Utilities to provide affordable electric utility service to its customers and that participation in the program will facilitate economic development within the City and surrounding community and growth of Waseca Utilities’ commercial customer base; and

WHEREAS, the City seeks to adopt and implement the SMMPA Economic Development Program to incentivize economic development and benefit its qualifying business customers; and

WHEREAS, qualifying business customers may be eligible to apply for an economic development energy credit through SMMPA; and

WHEREAS, the program is available to all qualifying retail customers of Waseca Utilities both within and outside the City of Waseca.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WASECA THAT:

1. SMMPA's Economic Development Program is hereby adopted and approved as described in Exhibit A attached hereto, with an effective date of June 20, 2023.
2. The eligibility requirements and rules, terms and conditions for participation in SMMPA's Economic Development Program shall be as set forth in Exhibit A attached hereto.
3. The City Manager, Finance Director and Waseca Utilities staff are hereby authorized and directed to take any and all actions necessary or convenient for the promotion, implementation and administration of SMMPA's Economic Development Program.

PASSED by the City Council of the City of Waseca on this 20th day of June, 2023.

ATTEST

City Clerk

Mayor

EXHIBIT A

Waseca Utilities Economic Development Credit attached

EXHIBIT A

Waseca Utilities

Rate Schedule ED

Sheet 1 of 8

ECONOMIC DEVELOPMENT CREDIT

AVAILABILITY

To all qualifying retail customers of Waseca Utilities both within and outside of the Waseca city limits.

APPLICABILITY

Customers taking service under the (insert rate name or number) rate schedule that meet the following criteria may be eligible for an economic development energy credit:

- New retail customers with a load of 250 kW or greater, or with load that exceeds the demand of the member's tenth largest current retail customer. Tenth largest customer is determined by peak annual demand of the tenth largest customer based on total annual energy sales
- Existing retail customers with at least twelve months of billing history adding new incremental connected load of 250 kW or greater or adding load that exceeds the demand of the member's tenth largest current retail customer. Tenth largest customer is determined by peak annual demand of the tenth largest customer based on total annual energy sales
- With the prior approval of the SMMPA Board, load retention for existing retail customers in economic distress that have legitimate opportunities to move operations out of the member's service territory. Member retail customers must have a total load for that retail customer across all facilities located within the member service territory of 1,000 kW or be one of the member's tenth largest customers to be considered for load retention. Tenth largest customer is determined by peak annual demand of the tenth largest customer based on total annual energy sales.

QUALIFICATIONS

- Eligible member retail customers with new or incremental load must have received no less than \$25,000 in local, county, State of Minnesota and/or federal financial assistance for economic development or economic stimulus. For load retention, the customer must have received \$50,000 in local, county, State of Minnesota and/or federal financial assistance for economic development or economic assistance within the 24 months prior to applying for this rate.
 - A list of qualifying economic development programs is shown in Appendix A.
- The customer must sign an affidavit attesting to the fact that "but for" the rate credits, either on their own or in combination with a package of economic development or job creation incentives from local, county, State of Minnesota, and/or federal programs the customer would not have located operations, added load or would have significantly reduced its energy consumption or shut down its facilities in Waseca Utilities service territory.
 - Customer Affidavit for Economic Development Credit is shown in Appendix B.
- The customer must meet all conditions set forth by the City of Waseca for economic development assistance.
- No credit is available to customers or potential retail customers transferring load from a city that is a current member of the Southern Minnesota Municipal Power Agency.
- The customer must meet with Waseca Utilities and review the energy efficiency program opportunities available prior to approval of the application for the credit.

QUALIFYING LOAD

- New Load
 - All electric load from the customer's new facilities served by Waseca Utilities qualifies as new load.
- Incremental Load

Approved by the Waseca City Council:

June 20, 2023

Effective Date:

June 20, 2023

EXHIBIT A

Waseca Utilities

Rate Schedule ED

Sheet 2 of 8

ECONOMIC DEVELOPMENT CREDIT

- For incremental load, the base level of load is the customer's peak demand and energy consumption for the twelve months prior to adding the new load.
 - If the customer's energy consumption for a month in the current year exceeds the customer's energy consumption for the same month of the base year, the additional kilowatt-hours are incremental load that qualifies for the credit.
 - The customer need not have incremental energy use every month of the year, but at the end of each 12-month period the customer's entire twelve month energy use must exceed the base level and the customer must meet the minimum incremental peak demand requirements in at least one hour of the first twelve month period.
 - If the retail customer fails to meet the peak demand requirements within the first twelve months, the customer will no longer qualify for any further credits within the five-year term.
- Load Retention
 - Waseca Utilities will designate how much load qualifies for the credit based on the facts and circumstances related to the customer.
 - If a qualifying customer falls below the designated demand and/or energy consumption level, the customer will no longer qualify for any further credits within the five-year term.

APPLICATION AND APPROVAL

- Customers must complete an Application for Economic Development Credit and provide all required information.
 - A sample application is shown in Appendix C
- Waseca Utilities will inform the customer making application for the Economic Development Credit within thirty days of having received a completed application.

CREDITS

- The credit for all qualifying new, incremental or retained load taken under applicable rate schedules, the Economic Development Rate Credit for customers beginning participation in 2023 shall be applied to the energy charge at a rate of:
 - \$0.022233/kWh in year one
 - \$0.011116/kWh in year two
 - \$0.005558/kWh in year three
 - \$0.002779/kWh in year four
 - \$0.001390/kWh in year five
 - No credit beginning in year six
- The credit levels list above will be in effect for the full five-year term for customers commencing participation on or before December 31, 2023.
- Credit levels are subject to change for customers commencing participation after December 31, 2023.
- Credits will be calculated and applied based on energy consumption in the current billing month.

TERM

Qualifying customers will be eligible for Economic Development Credits for a five-year period

- For new customers, the credits will begin on the first day of the first full month at the time a participating new customer begins taking service and meets the demand requirements.

Approved by the Waseca City Council:

June 20, 2023

Effective Date:

June 20, 2023

EXHIBIT A

Waseca Utilities

Rate Schedule ED

Sheet 3 of 8

ECONOMIC DEVELOPMENT CREDIT

- For incremental load, the credits will begin on the first day of the first full month at the time when the equipment driving incremental load is installed and meets the minimum incremental demand requirements.
- For retained load, the credits will begin on the date specified by Waseca Utilities.

METERING

Waseca Utilities reserves the right to impose a charge on participating retail customers for any new and/or additional metering required to measure qualifying load and energy.

Approved by the Waseca City Council:
Effective Date:

June 20, 2023
June 20, 2023

EXHIBIT A

Waseca Utilities

Rate Schedule ED

Sheet 4 of 8

ECONOMIC DEVELOPMENT CREDIT

Appendix A - Qualifying Economic Development Programs:

STATE OF MINNESOTA PROGRAMS

BUSINESS DEVELOPMENT

Export and Trade Counseling and Assistance
Location and Expansion Assistance
Made in Minnesota Directory
Minnesota Business First Stop
Minnesota Marketing Partnership
Small Business Assistance
Small Business Development Centers

BUSINESS FINANCING

Angel Loan Fund Program
Emerging Entrepreneurs Loan Program
Indian Business Loan Program
Innovation Voucher Program
Minnesota Investment Fund
Minnesota Job Creation Fund
Minnesota Minerals 21st Century Fund
Minnesota Reservist and Veteran Business Loan Program
STEP Grant Program: Export Assistance
Tourism Business Septic Tank Replacement

TAX CREDITS + BENEFITS

Border Cities Enterprise Zone Program
Data Centers
Foreign Trade Zones (FTZs)
Greater Minnesota Job Expansion Program
Research and Development Tax Credit
Single Sales Factor Apportionment; Throwback; Greater Minnesota Internship Tax Credit Program
Tax Increment Financing; Tax Abatement; Personal Property Exemption; Capital Equipment Exemption

COMMUNITY FINANCING

Border-to-Border Broadband Development Grant Program
Cleanup Revolving Loan Program
Contamination Cleanup and Investigation Grant Program
Demolition Loan Program
Greater Minnesota Business Development Infrastructure Grant Program
Redevelopment Grant Program
Shovel-Ready Site Certification
Small Cities Development Program
Transportation Economic Development Infrastructure Program (TEDI)

TRAINING

Dual Training Competency Grants
Export and Trade Classes and Training
Job Training Incentive Program
Minnesota Job Skills Partnership
Minnesota WorkForce Centers

Approved by the Waseca City Council:

June 20, 2023

Effective Date:

June 20, 2023

EXHIBIT A

Waseca Utilities

**Rate Schedule ED
Sheet 5 of 8**

ECONOMIC DEVELOPMENT CREDIT

SciTechsperience Internship Program

LOCAL OR COUNTY PROGRAMS

Financial assistance from a local Revolving Loan Fund
Establishment of or location in a Tax Increment Financing District
Direct loan from a unit of local government
Construction of public facilities – roads, sewer, water – to serve a project
Site acquisition and clearance
Building renovation assistance

FEDERAL PROGRAMS

Loan Guarantees
Grants
Investment Tax Credits
Income Tax Credits tied to New Hiring
Low-Interest Loans
Other, subject to Waseca Utilities Approval

Approved by the Waseca City Council:
Effective Date:

June 20, 2023
June 20, 2023

EXHIBIT A

Waseca Utilities

Rate Schedule ED

Sheet 6 of 8

ECONOMIC DEVELOPMENT CREDIT

Appendix B – Customer Affidavit for Economic Development Credit:

AFFIDAVIT

STATE OF MINNESOTA)
COUNTY OF _____) ss

COMES NOW being first duly sworn, under oath, and states that the following information is within personal knowledge and belief:

_____ is a retail customer (Customer) of a Southern Minnesota Municipal Power Agency (SMMPA) member utility who is locating, adding, or retains load in the service territory of Waseca Utilities hereby certifies and declares under penalty of perjury under the laws of the State of Minnesota that the statements in the following paragraphs are true and correct.

1. But for receipt of the economic development credit, either on its own, or in combination with Qualifying Economic Development Program as defined in Appendix A of SMMPA's Economic Development Credit program, the Customer's load would not have been located, added, or retained within Waseca Utilities service territory.
2. The new, incremental or retained load represents kilowatt-hours (kWh) that either (i) do not already exist in any SMMPA member utilities' service territory, or (ii) the Customer would be significantly reducing its energy consumption or shutting down its facilities in Waseca Utilities service territory.
3. The Customer has discussed with SMMPA and/or Waseca Utilities cost-effective energy efficiency and load management measures the Customer may take to reduce their electric bills and the load they place on SMMPA and Waseca Utilities system.

Customer Name

Name of Authorized Representative

Signature

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 20____, by

NOTARY PUBLIC FOR MINNESOTA

My Commission Expires: _____

Approved by the Waseca City Council:
Effective Date:

June 20, 2023
June 20, 2023

EXHIBIT A

Waseca Utilities

**Rate Schedule ED
Sheet 7 of 8**

ECONOMIC DEVELOPMENT CREDIT

Appendix C – Application for Economic Development Credit

Retail Customer Information

Customer Name: _____
Customer Street Address: _____
Customer City, State, ZIP _____

Please attach Customer Affidavit for Economic Development Credit.

Have you discussed energy efficiency and load management programs with Waseca Utilities?

YES _____ NO _____

New Load

Estimated demand (kW): _____
Estimated annual energy (kWh): _____
Estimated in-service date: _____
Estimated full load date: _____
Projected load factor: _____

Please attach a summary description of your business.

Incremental Load

Prior year's demand (kW): _____
Estimated additional demand (kW): _____
Prior year annual energy (kWh): _____
Estimated additional energy (kWh): _____
Estimated in-service date: _____
Estimated full load date: _____
Projected load factor: _____

Please attach a summary description of your business and what is causing the additional load.

Load Retention

Prior year's demand (kW): _____
Estimated demand reduction (kW): _____
Prior year's annual energy (kWh): _____
Estimated energy reduction (kWh): _____
Estimated effective date: _____
Projected load factor: _____

Please attach a summary description of your business and what is causing your business to potentially leave Waseca Utilities service territory.

Customer Name

Approved by the Waseca City Council: June 20, 2023
Effective Date: June 20, 2023

EXHIBIT A

Waseca Utilities

**Rate Schedule ED
Sheet 8 of 8**

ECONOMIC DEVELOPMENT CREDIT

Name of Authorized Representative

Signature

Date:

Waseca Utilities Approval

This application for the Economic Development Credit is:

Approved_____ Denied_____

If denied, reason for denial.

BY:

Name

Title

Signature

Date

Approved by the Waseca City Council:
Effective Date:

June 20, 2023
June 20, 2023



CITY OF WASECA

Request for City Council Action

Title:	RESOLUTION 23-31 AMENDING CITY OF WASECA BUDGET FOR THE CALENDAR YEAR 2023		
Meeting Date:	June 20, 2023	Agenda Item Number:	7B
Action:	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Resolution 23-31
Originating Department:	Finance	Presented By:	Finance Director
Approved By City Manager: <input checked="" type="checkbox"/>			
How does this item pertain to Vision 2030 goals?	Good Governance and Transparency		

BACKGROUND: At the June 6th, 2023, City Council meeting, the Council approved Resolution No. 23-23 – To Develop Land Parcel ID 170.17.0850 referred to as The Gaiter Lake Development Property. Within that resolution it stated that it was determined to invest in future Electric Substation and Water Tower infrastructure to serve the long-term needs of the Electric Utility, Water Utility, and potentially invest in a Storm Water Utility pond. The resolution proposed utility transfers from the Electric, Water and Storm Water Utilities for the purchase of parcel 170.20.0850 (south parcel).

The Council is requested to approve 2023 budget amendments relating to unpredicted financial activity following the budget process and adoption of the original 2023 budget set forth in the approval of the above-mentioned resolution. The requested line items budget changes listed below account for the revenues and expenditures impacted by these amendments.

Revenue

437-39202-0000	Transfer – Electric Fund	\$300,000	Increase
437-39208-0000	Transfer – Water Fund	\$100,000	Increase
437-39204-0000	Transfer – Storm Water Fund	\$100,000	Increase

Expenditure

604-49300-7410	Transfer – Capital Projects	\$300,000	Increase
601-49300-7250	Transfer – CIP Fund	\$100,000	Increase
651-49300-7250	Transfer – CIP Fund	\$100,000	Increase

BUDGET IMPACT: Good governance to accurately account for unpredicted revenues and expenditures.

RECOMMENDATION: Staff is recommending Council Approve Resolution 23-31 Amending City of Waseca Budget for Calendar Year 2023.

RESOLUTION NO. 23-31

**RESOLUTION AMENDING CITY OF WASECA
BUDGET FOR CALENDAR YEAR 2023**

WHEREAS, the budget is intended as a guide for revenues and expenditures; and

WHEREAS, it is necessary that we have accurate tracking of our revenues and expenditures;
and

WHEREAS, the Waseca City Council has determined to invest in future electric substation,
water tower infrastructure, and potential stormwater pond to serve the long-term needs of the
Electric, Water, and Storm Water Utilities;

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

NOW THEREFORE, BE IT FURTHER RESOLVED that the Mayor and Council of the City of Waseca
hereby approve that the 2023 Budget of the City of Waseca for the calendar year beginning
January 1, which has previously been adopted by the City Council is hereby amended as follows:

<u>Account Number</u>	<u>Account Title</u>	<u>Amount</u>	<u>Change</u>
437-39202-0000	Transfer – Electric Fund	\$300,000	Increase
437-39208-0000	Transfer – Water Fund	\$100,000	Increase
437-39204-0000	Transfer – Storm Water Fund	\$100,000	Increase
604-49300-7410	Transfer – Capital Projects	\$300,000	Increase
601-49300-7250	Transfer – CIP Fund	\$100,000	Increase
651-49300-7250	Transfer – CIP Fund	\$100,000	Increase

Adopted this 20th day of June 2023.

RANDY ZIMMERMAN
MAYOR

ATTEST:

JULIA HALL
CITY CLERK

Title:	RESOLUTION 23-32: AUTHORIZING THE CITY MANAGER TO RESEARCH CONAGRA'S REQUEST TO DISCHARGE PARTIALLY TREATED VEGETABLE WASTEWATER YEAR-ROUND INTO THE CITY OF WASECA'S SANITARY SEWERAGE SYSTEM		
Meeting Date:	June 20, 2023	Agenda Item Number:	7C
Action:	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Resolution 23-32
Originating Department:	Administration	Presented By:	City Manager
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to approve Resolution 23-32		
How does this item pertain to Vision 2030 goals?	Good Governance		

BACKGROUND:

Based on Conagra's request, there is a need to research the financial, hydraulic, and treatment impact of receiving and treating Conagra pre-treated vegetable wastewater at the City of Waseca Wastewater Treatment Plant. The research would be to determine the impact of year-round treatment of Conagra's pre-treated wastewater on the City's wastewater NPDES Permit (National Pollutant Discharge Elimination Permit). The expansion from 100 to 300 plant operation days would create more jobs in the city, including salaried, full-time, and seasonal employees.

BUDGET IMPACT: To be determined.

RECOMMENDATION: Motion to approve Resolution 23-32. City Council authorizes the City Manager to establish a research team of consultants to determine the impact on the sanitary sewerage system of accepting pre-treated vegetable wastewater year-round from Conagra and the City Council authorizes the City Manager to establish a billing structure with Conagra which provides for Conagra to pre-pay the City of Waseca for said consulting services. The City Manager shall provide the City Council with appropriate and necessary policy revisions and wastewater agreements for consideration and approval at the discretion of the City Council.

RESOLUTION NO. 23-32

A RESOLUTION AUTHORIZING THE CITY MANAGER TO RESEARCH CONAGRA'S REQUEST TO DISCHARGE PARTIALLY TREATED VEGETABLE WASTEWATER YEAR-ROUND INTO THE CITY OF WASECA'S SANITARY SEWERAGE SYSTEM

WHEREAS, the City Council of the City of Waseca desires to research the financial, hydraulic, and treatment impact of receiving and treating Conagra pre-treated vegetable wastewater to the City of Waseca Wastewater Treatment Plant; and

WHEREAS, the City Council desires to research the impact of year-round treatment of Conagra wastewater on the City's wastewater NPDES Permit (National Pollutant Discharge Elimination Permit); and

WHEREAS, the City of Waseca desires to support the growth of Conagra, which would create more jobs in the city, including salaried, full-time, and seasonal employees.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby authorizes the City Manager to establish a research team of consultants to determine the impact to the sanitary sewerage system of accepting pre-treated vegetable wastewater year-round from Conagra.

BE IT FURTHER RESOLVED that the City Council authorizes the City Manager to establish a billing structure with Conagra which provides for Conagra to pre-pay the City of Waseca for said consulting services.

BE IT FURTHER RESOLVED that the City Manager shall provide the City Council with appropriate and necessary policy revisions and wastewater agreements for consideration and approval at the discretion of the City Council.

Adopted this 20th day of June 2023.

RANDY L. ZIMMERMAN
MAYOR

ATTEST:

JULIA HALL
CITY CLERK

Dear City Council, Makayla Clark, and the Waseca Handicapped Community would like to thank everyone involved in getting the handicapped lift installed in the water park. NOW she can socialize with her friends and most importantly get the exercise that comes with swimming locally.

I, Anita Nelson would like to thank you for getting the park up to the current code as well! This is a marketing plus for the park as well.

Respectfully,
Anita Nelson

