

WORK SESSION: THC/CANNABIS 6:00 P.M. – 6:30 P.M.
CLOSED SESSION: ATTORNEY-CLIENT - 6:30 P.M. – 7:00 P.M.

REGULAR WASECA CITY COUNCIL MEETING
TUESDAY, JUNE 6, 2023, 7:00 PM
AGENDA

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

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

5. REQUESTS AND PRESENTATIONS
 - A. Tina Wilson, PCED, Residential Tax Abatement
 - B. New Employee Introductions:
 1. Jim Sikel – Public Works and Park
 2. Kade Madden – Police Department
 3. Sheila Jungwirth – Finance & Human Resources Team
 - 4.Carolynn Keck – Finance & Human Resources Team
 5. Bobby Houlihan, WWTP Chief Operator – Wastewater Treatment Plant
6. CONSENT AGENDA
 - A. Minutes: Council Meeting (revised) – May 2, 2023
Council Meeting & Work Session – May 16, 2023
 - B. Payroll & Expenditures
 - C. Special Event Permit Application, “The Mill” Liquor License Premise Extension (Lakefest July 4)
 - D. “Waseca American Legion #228” Temporary Liquor License (Waseca County Fair July 12-16)
 - E. “Waseca County Free Fair/Waseca County Agricultural Society” Temporary Liquor License (Waseca County Fair July 12-16)
 - F. “C & A Design MN, LLC” Consumption and Display Liquor License (No-sale)
 - G. IUOE Local 70 Agreement
 - H. Resolution 23-25: Residential Tax Abatement for 1025 Clear Lake Drive
 - I. Resolution 23-22: MnDOT Airport Maintenance and Operation Grant (2024-2025)
 - J. Airport Board Resignation and Appointment of New Member
 - K. Resolution 23-24 “Waseca Hockey Association” Gambling License (Waseca County Fair July 12-16)
7. ACTION AGENDA
 - A. Juneteenth Holiday: Amended 2023 Holiday Schedule and Updated Personnel Policy
 - B. Authorization and Support for application for State Bonding Dollars

- i. Resolution 23-26 Support for Bonding Application- Water Tower
- ii. Resolution 23-27 Support for Bonding Application- I & I

C. Gaiter Lake Land Development

8. REPORTS

- A. City Manager's Report
- B. Commission Reports

9. ANNOUNCEMENTS

10. ADJOURNMENT

Waseca Residential Tax Abatement Program



Established
2019

Extended to
12/2024

- 3 years @100%
- 6 years @ 75%
- 10 years @ 50%





Total Abatement amount not to exceed \$20,458.85 of City's Share of Ad valorem

Waseca County adopted Residential Tax Abatement program May 16th using our terms.

Process

- Application
- Copy of Building Permit
- Copy of last tax bill
- Correct vested title
- Send to next City Council meeting for approval
- Send copy of application information to County for processing

Tax Abatement Agreement
with a Resolution

Consent and Assignment by
Resolution



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MINUTES
REGULAR WASECA CITY COUNCIL MEETING
TUESDAY, MAY 2, 2023, 7:00 P.M.

5A

CALL TO ORDER

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

ROLL CALL

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

Staff Present: Carl Sonnenberg, City Manager
Julia Hall, City Clerk

MOMENT OF SILENT PRAYER/PLEDGE OF ALLEGIANCE

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

APPROVAL OF AGENDA

3. Councilmember Conrath made the motion to approve the agenda as amended, adding Jeremiah Miller from Free Flags for Vets to the "Requests and Presentations" and adding Item 7A to the agenda (attachment A), seconded by Schroeder. Motion carried 7-0.

PUBLIC COMMENT

4. None.

REQUESTS AND PRESENTATIONS

5. Jeremiah Miller, Free Flags for Vets, May is Mental Health Awareness Month and they have invited Jeff Yaldeen who is a motivational speaker on the topic of Mental Health to speak at the High School. This event is not only for students but for the entire community. Mr. Yaldeen will be speaking to the school faculty in the morning, students in the afternoon and then to the public. These talks will take place May 11th in the High School's Performing Arts Center. Doors open at 6:00 p.m., talk begins at 7:00 p.m. They are asking that everyone wears green in support of the event. Also, if there is anyone that would like to have a table at the event as a resource (no selling) please call Mr. Miller at 507-676-0852. Again, it is May 11th at the Highschool, Doors open at 6:00 p.m.

CONSENT AGENDA

6. Councilmember Arndt made the motion to approve the consent agenda, seconded by Ebertowski. Motion carried 7-0.

ACTION AGENDA

- 7.
- A. Motion made by Schroeder to ask the Economic Development Authority (EDA) to make an in-kind donation of \$1,500 (or 50% of total cost) for a review of sales tax in Waseca to provide a basis for any future conversations on the Local Optional Sales Tax (LOST). No matter the decision from the EDA the motion is to approve the \$3,000 spending from the Capital Improvement Plan (CIP) on a Sales Tax review, seconded by Mansfield. Motion carried 6-1. (Nay, Conrath)

REPORTS

- 8.
- A. City Manager's Report:
- i. There were no proposals received from the Request for Proposals (RFP) for the Gaiter Lake Property.
 - a. Will be discussed at a later work session with staff providing some options and council providing some options
 - ii. "No Mow May" is not an event in the City of Waseca, and City Code will still be enforced. Any questions contact City Hall.
 - iii. There have been 3 events of vandalism already in the City Parks Restrooms, Clear Lake Park Beach House, Trowbridge Park, and Northeast Park. Staff has some suggestions on how to help deter vandals.
 - a. Clear Lake Park Pavilion will be getting cameras per the approved plan for renovations.
 - b. Cameras are budgeted in the Capital Improvement Plans for 2024, 2025 and 2026 to install exterior cameras at the parks. This could be moved to an earlier date using funds that have been saved from estimates vs. actual costs on other projects in the city. Cameras would be provided by local company Streamline, and install would be completed by city staff.
 - c. If exterior cameras are not approved, it would be suggested that all bathrooms be closed, and the city rents portable toilets at each park.
 - d. An update to the trespassing guidelines is being completed and will be posted at parks. This will help hold the vandals accountable.
 - iv. May 16th work session will be about the City Parks and the Waterpark.
 - v. There was only one power outage last month and that was a private residence, the city electrical team assisted them in restoring their electricity.
 - vi. Waseca Area Foundation awarded three grants to the city. \$2,351 for hanging flower baskets, \$2,000 for picnic tables at the waterpark and \$1,000 for special events at the waterpark.
 - vii. Waseca Lakes Association received \$25,000 annually from the City of Waseca for various programs and needs.
- B. Commission Reports
- i. Airport Board: Councilmember Schroeder reported that Blue Earth Aviation is looking to set up crop dusting. Repairs continue to be made at the airport as they are discovered. Proof of insurance was obtained for the privately owned hangar. There is a dip in the runway that is being looked at. Also looking at how to handle rental contracts and the new hangar space.
 - ii. Fire Relief Board: Councilmember Conrath reported that they spent their meeting discussing the fish fry and he was happy to announce that they have ordered more fish than they did in the past.
 - iii. Heritage Preservation Commission: Councilmember Ebertowski reported that the HPC was awarded a Waseca Area Foundation to work on the project with the school

- district that will promote the Downtown Historic District and other areas in the City. Also working on updating the process for Historical District permits.
- iv. Park Board: Councilmembers Christiansen reported that they discussed the 2023 large park projects, Tink Larson Field fence project is completed, Clear Lake Park frontage road mill and overlay, completion and reconstruct of Doodlebug Trail; still need to complete from 11th to the Jr. high, Southview Park basketball court and park trail resurfacing, tennis and basketball courts at Clear Lake Park, and dog park dirt and landscaping. Lakefest is being organized this year by Tom Sexton, for the Lakes Association. At Clear Lake playground there have been bikes and scooters etc. on the sidewalks, please be respectful of the parks and equipment. Bathrooms are opening and Tink Larson field has started games. The park clean-up had about 45 people. There was a clean-up of the dog park, please remember to pick-up after your dogs. Reminder, May 16th the work session will be with the City Parks Director.

ANNOUNCEMENTS

- 9.
 - A. Councilmember Christiansen:
 - i. Arts Council meeting was May 1st. There were people in attendance. They are always looking for board members. Don't hesitate to come in. Starting after Memorial Day they will be open on Saturdays from 10 a.m. to 1 p.m. They will not be open on the weekend of 4th of July and the Waseca County Fair, which is only 2 months away. They had a good turnout for the Jiving Ivan concert last week. It is hard to have events because it is limited to events upstairs, they are hoping to have a fundraiser in the future to replace the elevator, price has gone up since they moved into the building.
 - B. Councilmember Mansfield:
 - i. Reminder that Lake Fest is on 4th of July.
 - C. Councilmember Ebertowski:
 - i. Thank you to Jeremiah Miller from Free Flags for Vets for coming in and for the work they do. Reminder of the event on May 11th, at the High School doors open at 6:00 p.m.
 - D. Councilmember Schroeder:
 - i. The Lakes Association meetings are held in the East Annex from 7:00 a.m. to 8:00 a.m., the 1st Wednesday of every month.
 - ii. Happy Birthday a day early to Councilmember Conrath.
 - E. Mayor Zimmerman:
 - i. Thank you to the Rotary Club and their President Ann Fitch, for hosting the delegation from Moldova to examine Agritourism in Waseca, on April 23rd at Half Pint Brewery.

ADJOURNMENT

- 10. There being no further business to be brought before the Council, it was moved by Arndt to adjourn the meeting at 8:14 p.m., seconded by Conrath. Motion carried 7-0.

RANDY L. ZIMMERMAN
MAYOR

JULIA HALL
CITY CLERK



Request for City Council Action

Title:	Local Option Sales Tax (LOST) Revenue Projections		
Meeting Date:	May 2, 2023	Agenda Item Number:	7A
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	NA
Originating Department:	Administration	Presented By:	Mayor
Approved By City Manager: <input checked="" type="checkbox"/>			
How does this item pertain to Vision 2030 goals?	High quality community assets research		

BACKGROUND: Council has had preliminary conversations about a LOST initiative during 2023 for possible presentation to the State legislature in 2024 with ultimate presentation to the voters on the 2024 ballot.

Council is being asked to determine the appropriateness of asking the University of Minnesota Extension Office of Regional Community Economics to prepare a sales tax revenue data report for projected revenue in support of a possible bond to construct community amenities in the coming years. A bond would be paid for with sales tax revenue.

The report preparation takes six to eight weeks to process and analyze the data. The report will include expected tax revenue, on-line revenue considerations, and will provide current sales tax data. Also, some perspective will be provided whether sales tax is being paid by a city resident or visitor.

BUDGET IMPACT: The cost of research to produce projected sales tax revenue is \$3,000.00. There may be an added fee for a presentation to the Council.

ALTERNATIVES CONSIDERED: The University Extension Office has been widely relied upon to produce sales tax data since 2015.

RECOMMENDATION: City Council action to authorize the Mayor and City Manager to execute required sales tax revenue projection documents with the University Extension Office of Regional Community Economics.

7.
 - A. Motion made by Mansfield to approve Resolution 23-21, and refund the applicant the \$520 fee, seconded by Arndt Motion carried 7-0.
 - B. Motion made by Arndt for staff to continue working on the Comprehensive Plan, seconded by Mansfield. Motion carried 7-0.
 - C. Public Hearing on the City Stormwater Pollution Prevention Plan (SWPPP) opened at 7:56.
 1. Michelle Oswald, 916 3rd Avenue SE' wanted to know:
 - a. How big a factor is yearly leaf pick up a factor in the SWPP.
 - b. Does Gaiter Lake flow into Clear Lake?
 - c. How much does runoff go into Clear Lake?
 Answers were:
 - a. Without the leave calculation the City would not qualify for the program.
 - b. Two (2) large pipes go through Gaiter Lake and the County tiles with an outlet to Clear Lake.
 - c. There will be some impact from Gaiter Lake to Clear Lake with runoff, the big takeaway is to not over fertilize.
 Public Hearing closed at 8:01.

REPORTS

8.
 - A. City Manager's Report:
 - i. None
 - B. Commission Reports:
 - i. Planning Commission: Councilmember Arndt reported that they had two items that were presented at council, and that no one was appointed to the HPC board.
 - ii. Economic Development Authority: Councilmember Mansfield reported they received a presentation from Cardinal Graphics with the lodging and market analysis and Tina Wilson attended a conference in Greenville, SC. Most items were tabled due to time restraints after the presentation.

ANNOUNCEMENTS

9.
 - A. Councilmember Christiansen:
 - i. Community Ed has a lot of programs for the summer but remember they fill up fast.
 - ii. The Prairiefire Plays won't be available due to their staffing issues and will be missed.
 - iii. If park vandalism continues may as well just close the parks.
 - iv. Clean up your yards and take care of your properties.
 - v. The Memorial Day Parade will be May 29th.
 - vi. The trail by Kwik Trip North will be reviewed for water flow.
 - B. Councilmember Ebertowski:
 - i. Don't put grass clippings in the street, it is unsafe for bike (motor and non) riders.
 - ii. Baby Ebertowski is due in November.
 - C. Councilmember Conrath:
 - i. Would like to look into an ordinance for park vandalism
 - D. Councilmember Schroeder:
 - i. May 14-20 is to Honor Law Enforcement.
 - ii. The meeting in January moving the city forward was discussed and would like to put that back in the forefront.
 - E. Mayor Zimmerman:

- i. The fishing opener was a success for him on Clear Lake.
- ii. Would like to hear from the council on what they would like staff to do with Gaiter Lake. It was decided to add information to the June 6th agenda.

ADJOURNMENT

10. There being no further business to be brought before the Council, it was moved by Arndt to adjourn the meeting at 8:37 p.m., seconded by Schroeder. Motion carried 7-0.

JULIA HALL
CITY CLERK

RANDY L. ZIMMERMAN
MAYOR

MINUTES
WASECA CITY COUNCIL WORK SESSION
TUESDAY, MAY 16, 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
Brad Dushaw, Parks Superintendent
Madison Olsem, Waterpark Supervisor
Tina Wilson, PCED, Economic Development Manager

PURPOSE

Brad Dushaw and Madison Olsem discussed the Parks and Waterparks going forward.

CONVERSATION

- Brad Dushaw, Parks Superintendent Presented:
 1. 200 acres of parkland, which includes approximately 100 acres of nature acres.
 2. 9.75 miles of paved hard surface trails and 2.6 miles of low-impact trails.
 3. Parks departments maintains a variety of facilities.
 4. Vandalism at the parks has gone up and they are looking to add cameras to deter the vandals.
 5. Staff regularly inspects park equipment and playgrounds.
 6. Many exciting new projects coming up for the parks.
 7. There is a plan for ash borer.
 8. There is a Gravel Bed Tree Nursery where they grow trees saving over half the cost of buying potted trees.
- Madison Olsem, Waterpark Supervisor Presented:
 1. In 2022 the Waterpark made \$44,343 in concessions, \$50,227 in admissions, \$7,393 in punch card sales, \$27,918 in season passes, and \$6,495 in pool rentals.
 2. The rates will be adjusted for the 2023 season.
 3. Weekly events have been set for the 2023 season.

This being a presentation with no action items, the work session adjourned at 6:56 p.m.

JULIA HALL
CITY CLERK

RANDY L. ZIMMERMAN
MAYOR



6B

LIST OF EXPENDITURES

June 6, 2023



=====

City Council	4,250.00	
Streets	30,164.65	
Parks	14,289.09	
Wastewater	10,380.22	
Utility Administration	14,951.88	
Utility Offices	15,994.63	
Electric	30,519.93	
Water	11,384.33	
Building and Code Compliance	6,104.80	
Police	133,076.11	
Administration	0.00	
Community Aides	1,719.76	
Fire	14,856.95	
Paid On Call Fire Department	5,525.68	
PEG	492.76	
Election Judges	0.00	
Finance	15,741.32	
Community Development	5,093.72	
Engineering	33,276.33	
Recreation	9,215.49	
Econ Development	<u>6,135.38</u>	
Total Gross Payroll	363,173.03	
*Less- Payroll Deductions	<u>(133,186.50)</u>	
Net Payroll Cost		\$ 229,986.53

*These costs are included in Accounts Payable totals below

Accounts Payable

Expenditures dated:	
May 12, 2023-06/02/2023	
Includes check #'s 159267-159333	
Bank ACH Withdrawals.....	<u>638,537.19</u>

GRAND TOTAL EXPENDITURES \$ 868,523.72

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
General Fund					
06/02/2023	159310	Quadient Finance	POSTAGE	101-15510-0000	1,000.00
Total 101155100000:					1,000.00
05/31/2023	52327	MN Sales and Use Tax Payable	Sales and Use Tax	101-20210-0000	317.73 M
Total 101202100000:					317.73
05/18/2023	52321	ACH Internal Revenue Service	FEDERAL WITHHOLDING TAX Pay Period: 5/14/2023	101-21701-0000	19,536.38 M
06/01/2023	62305	ACH Internal Revenue Service	FEDERAL WITHHOLDING TAX Pay Period: 5/28/2023	101-21701-0000	18,101.90 M
Total 101217010000:					37,638.28
05/18/2023	52317	MN Department of Revenue	STATE WITHHOLDING TAX Pay Period: 5/14/2023	101-21702-0000	9,409.89 M
06/01/2023	62301	MN Department of Revenue	STATE WITHHOLDING TAX Pay Period: 5/28/2023	101-21702-0000	8,940.97 M
Total 101217020000:					18,350.86
05/18/2023	52321	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 5/14/2023	101-21703-0000	7,913.79 M
05/18/2023	52321	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 5/14/2023	101-21703-0000	8,292.24 M
06/01/2023	62305	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 5/28/2023	101-21703-0000	7,821.80 M
06/01/2023	62305	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 5/28/2023	101-21703-0000	8,249.72 M
Total 101217030000:					32,277.55
05/18/2023	52318	Public Employees Retirement Assn (ACH	ER Adjustment	101-21704-0000	.05 M
05/18/2023	52318	Public Employees Retirement Assn (ACH	PERA COORD Emplr 1% Pay Period: 5/14/2023	101-21704-0000	1,285.67 M
05/18/2023	52318	Public Employees Retirement Assn (ACH	PERA COORDINATED Employee Pay Period: 5/14/2023	101-21704-0000	8,357.00 M
05/18/2023	52318	Public Employees Retirement Assn (ACH	PERA POLICE Employee Pay Period: 5/14/2023	101-21704-0000	7,955.80 M
05/18/2023	52318	Public Employees Retirement Assn (ACH	DEF CONTRIBUTION/EMPL Pay Period: 5/14/2023	101-21704-0000	58.70 M
05/18/2023	52318	Public Employees Retirement Assn (ACH	PERA COORDINATED Employer Pay Period: 5/14/2023	101-21704-0000	8,357.00 M
05/18/2023	52318	Public Employees Retirement Assn (ACH	PERA POLICE Employer Pay Period: 5/14/2023	101-21704-0000	11,933.70 M
05/18/2023	52318	Public Employees Retirement Assn (ACH	DEF CONT Employer Pay Period: 5/14/2023	101-21704-0000	58.70 M
06/01/2023	62302	Public Employees Retirement Assn (ACH	PERA COORD Emplr 1% Pay Period: 5/28/2023	101-21704-0000	1,223.33 M
06/01/2023	62302	Public Employees Retirement Assn (ACH	PERA COORDINATED Employee Pay Period: 5/28/2023	101-21704-0000	7,951.64 M
06/01/2023	62302	Public Employees Retirement Assn (ACH	PERA POLICE Employee Pay Period: 5/28/2023	101-21704-0000	8,118.77 M
06/01/2023	62302	Public Employees Retirement Assn (ACH	PERA COORDINATED Employer Pay Period: 5/28/2023	101-21704-0000	7,951.64 M
06/01/2023	62302	Public Employees Retirement Assn (ACH	PERA POLICE Employer Pay Period: 5/28/2023	101-21704-0000	12,178.15 M
06/01/2023	62302	Public Employees Retirement Assn (ACH	ER Adj	101-21704-0000	.02 M
Total 101217040000:					75,430.17
06/01/2023	159279	IBEW	IBEW UNION DUES Pay Period: 5/28/2023	101-21707-0000	282.47
06/01/2023	159280	IUOE Local #70	FIRE UNION DUES Pay Period: 5/28/2023	101-21707-0000	150.50
06/01/2023	159280	IUOE Local #70	IUOE UNION DUES Pay Period: 5/28/2023	101-21707-0000	470.50
06/01/2023	159281	Law Enforcement Labor Services	POLICE SGT/LT DUES Pay Period: 5/28/2023	101-21707-0000	202.50
06/01/2023	159281	Law Enforcement Labor Services	POLICE UNION DUES Pay Period: 5/28/2023	101-21707-0000	675.00
Total 101217070000:					1,780.97
06/01/2023	62306	MN Life	LIFE INSURANCE MN Pay Period: 5/28/2023	101-21710-0000	1,031.25 M
06/01/2023	62306	MN Life	Dodson June COBRA	101-21710-0000	44.10 M
06/01/2023	62306	MN Life	Bruder June COBRA	101-21710-0000	24.75 M
06/01/2023	62306	MN Life	Gedicke June COBRA	101-21710-0000	23.30 M
06/01/2023	62306	MN Life	LIFE INSURANCE MN Pay Period: 5/28/2023	101-21710-0000	735.05 M

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
06/01/2023	62306	MN Life	Schult June COBRA	101-21710-0000	50.20	M
06/01/2023	62306	MN Life	Youngberg June COBRA	101-21710-0000	16.50	M
Total 101217100000:					1,925.15	
05/18/2023	159268	NCPERS Minnesota - 8266711	LIFE INSURANCE - PERA Pay Period: 5/14/2023	101-21711-0000	208.00	
Total 101217110000:					208.00	
05/18/2023	52321	ACH Internal Revenue Service	MEDICARE Pay Period: 5/14/2023	101-21712-0000	2,791.30	M
05/18/2023	52321	ACH Internal Revenue Service	MEDICARE Pay Period: 5/14/2023	101-21712-0000	2,879.80	M
06/01/2023	62305	ACH Internal Revenue Service	MEDICARE Pay Period: 5/28/2023	101-21712-0000	2,736.44	M
06/01/2023	62305	ACH Internal Revenue Service	MEDICARE Pay Period: 5/28/2023	101-21712-0000	2,836.51	M
Total 101217120000:					11,244.05	
05/18/2023	52322	MSRS- (DEF COMP)	MSRS - ROTH (AFTER TAX) Pay Period: 5/14/2023	101-21713-0000	1,000.00	M
05/18/2023	52322	MSRS- (DEF COMP)	MSRS - DEF COMP Pay Period: 5/14/2023	101-21713-0000	899.00	M
06/01/2023	62307	MSRS- (DEF COMP)	MSRS - ROTH (AFTER TAX) Pay Period: 5/28/2023	101-21713-0000	1,000.00	M
06/01/2023	62307	MSRS- (DEF COMP)	MSRS - DEF COMP Pay Period: 5/28/2023	101-21713-0000	899.00	M
Total 101217130000:					3,798.00	
05/18/2023	52320	Vantagepoint Transfer Agents 457	ICMA - ROTH (AFTER TAX) Pay Period: 5/14/2023	101-21714-0000	350.00	M
05/18/2023	52320	Vantagepoint Transfer Agents 457	ICMA DEF COMPENSATION Pay Period: 5/14/2023	101-21714-0000	603.43	M
06/01/2023	62304	Vantagepoint Transfer Agents 457	ICMA - ROTH (AFTER TAX) Pay Period: 5/28/2023	101-21714-0000	350.00	M
06/01/2023	62304	Vantagepoint Transfer Agents 457	ICMA DEF COMPENSATION Pay Period: 5/28/2023	101-21714-0000	603.43	M
Total 101217140000:					1,906.86	
05/18/2023	52326	Colonial Life & Accident Insurance Co	COLONIAL LIFE Pay Period: 5/14/2023	101-21715-0000	993.95	M
05/18/2023	52326	Colonial Life & Accident Insurance Co	COLONIAL LIFE Pay Period: 4/30/2023	101-21715-0000	993.95	M
Total 101217150000:					1,987.90	
05/18/2023	52323	Medsurety	HSA Contribution Pay Period: 5/14/2023	101-21716-0000	1,404.30	M
06/01/2023	62309	Medsurety	VEBA Contributions Pay Period: 5/28/2023	101-21716-0000	10,547.45	M
06/01/2023	62310	Medsurety	HSA Contribution Pay Period: 5/28/2023	101-21716-0000	1,404.30	M
06/01/2023	62311	Medsurety	HSA Contribution Pay Period: 5/28/2023	101-21716-0000	6,977.24	M
Total 101217160000:					20,333.29	
05/18/2023	52319	MN Child Support Payment Center	CHILD SUPPORT FLAT AMT Pay Period: 5/14/2023	101-21717-0000	1,005.07	M
06/01/2023	62303	MN Child Support Payment Center	CHILD SUPPORT FLAT AMT Pay Period: 5/28/2023	101-21717-0000	1,005.07	M
Total 101217170000:					2,010.14	
06/01/2023	159283	Metropolitan Life Insurance Company	DENTAL FAMILY Employee Pay Period: 5/14/2023	101-21719-0000	221.00	
06/01/2023	159283	Metropolitan Life Insurance Company	DENTAL EE + CHLDRN Pay Period: 5/28/2023	101-21719-0000	76.60	
06/01/2023	159283	Metropolitan Life Insurance Company	DENTAL SINGLE Employee Pay Period: 5/28/2023	101-21719-0000	394.80	
06/01/2023	159283	Metropolitan Life Insurance Company	DENTAL FAMILY Employee Pay Period: 5/28/2023	101-21719-0000	884.00	
06/01/2023	159283	Metropolitan Life Insurance Company	DENTAL EE + SPOUSE Pay Period: 5/28/2023	101-21719-0000	403.62	
06/01/2023	159283	Metropolitan Life Insurance Company	Bruder June COBRA	101-21719-0000	28.20	
06/01/2023	159283	Metropolitan Life Insurance Company	Gedicke June COBRA	101-21719-0000	28.20	
06/01/2023	159283	Metropolitan Life Insurance Company	Meyer June COBRA	101-21719-0000	57.66	
06/01/2023	159283	Metropolitan Life Insurance Company	Schult June COBRA	101-21719-0000	57.66	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101217190000:					2,151.74
05/18/2023	52325	Family Medical Care Plan	FMCP Single Pay Period: 5/14/2023	101-21720-0000	22.47 M
05/18/2023	52325	Family Medical Care Plan	FMCP Single Pay Period: 4/30/2023	101-21720-0000	22.48 M
05/18/2023	52325	Family Medical Care Plan	FMCP Single Pay Period: 5/14/2023	101-21720-0000	427.02 M
05/18/2023	52325	Family Medical Care Plan	FMCP Single Pay Period: 4/30/2023	101-21720-0000	427.03 M
05/18/2023	52324	United Healthcare	Armendariz May COBRA	101-21720-0000	847.14 M
05/18/2023	52324	United Healthcare	UHC Family Pay Period: 4/30/2023	101-21720-0000	17,500.00 M
05/18/2023	52324	United Healthcare	UHC Family Pay Period: 5/14/2023	101-21720-0000	17,500.00 M
05/18/2023	52324	United Healthcare	UHC Single Pay Period: 5/14/2023	101-21720-0000	13,554.24 M
05/18/2023	52324	United Healthcare	Gedicke - May COBRA	101-21720-0000	847.14 M
05/18/2023	52324	United Healthcare	UHC Single Pay Period: 4/30/2023	101-21720-0000	13,554.24 M
05/18/2023	52324	United Healthcare	UHC Employee + 1 Pay Period: 5/14/2023	101-21720-0000	285.36 M
05/18/2023	52324	United Healthcare	UHC Employee + 1 Pay Period: 4/30/2023	101-21720-0000	285.44 M
05/18/2023	52324	United Healthcare	Matson - May COBRA	101-21720-0000	847.14 M
05/18/2023	52324	United Healthcare	UHC Employee + 1 Pay Period: 4/30/2023	101-21720-0000	7,000.00 M
05/18/2023	52324	United Healthcare	UHC Employee + 1 Pay Period: 5/14/2023	101-21720-0000	7,000.00 M
05/18/2023	52324	United Healthcare	Herschman Adj	101-21720-0000	1,821.35 M
05/18/2023	52324	United Healthcare	UHC Family Pay Period: 5/14/2023	101-21720-0000	942.20 M
05/18/2023	52324	United Healthcare	UHC Family Pay Period: 4/30/2023	101-21720-0000	942.34 M
05/18/2023	52324	United Healthcare	Spies Adj	101-21720-0000	847.14 M
05/18/2023	52324	United Healthcare	Sikel Adj	101-21720-0000	5,269.22- M
05/18/2023	52324	United Healthcare	Ferguson Adj	101-21720-0000	974.21- M
05/18/2023	52324	United Healthcare	Armendariz Adj	101-21720-0000	1,787.47- M
05/18/2023	52324	United Healthcare	Kohn Adj	101-21720-0000	1,694.28- M
05/18/2023	52324	United Healthcare	Rugger Adj	101-21720-0000	2,541.42- M
05/18/2023	52324	United Healthcare	Spies Adj	101-21720-0000	2,208.62- M
05/18/2023	52324	United Healthcare	Terrell Adj	101-21720-0000	2,634.61- M
05/18/2023	52324	United Healthcare	Tomsche Adj	101-21720-0000	847.14- M
05/18/2023	52324	United Healthcare	Wellman Adj	101-21720-0000	1,787.47- M
Total 101217200000:					64,928.29
06/01/2023	62308	VSP	VISION FAMILY Employee Pay Period: 5/28/2023	101-21722-0000	148.33 M
06/01/2023	62308	VSP	VISION FAMILY Employee Pay Period: 5/14/2023	101-21722-0000	42.38 M
06/01/2023	62308	VSP	VISION SINGLE Employee Pay Period: 5/28/2023	101-21722-0000	81.24 M
06/01/2023	62308	VSP	VISION + ONE Employee Pay Period: 5/28/2023	101-21722-0000	97.84 M
06/01/2023	62308	VSP	Bruder June COBRA	101-21722-0000	6.77 M
06/01/2023	62308	VSP	Rugger June COBRA	101-21722-0000	12.23 M
06/01/2023	62308	VSP	S. Spies June COBRA	101-21722-0000	6.77 M
06/01/2023	62308	VSP	Schult June COBRA	101-21722-0000	12.23 M
06/01/2023	62308	VSP	Herschman Adj	101-21722-0000	13.54- M
06/01/2023	62308	VSP	L Spies Adj	101-21722-0000	36.69- M
Total 101217220000:					357.56
05/18/2023	52325	Family Medical Care Plan	FMCP Family Pay Period: 5/14/2023	101-21724-0000	351.00 M
05/18/2023	52325	Family Medical Care Plan	FMCP Family Pay Period: 4/30/2023	101-21724-0000	351.00 M
05/18/2023	52325	Family Medical Care Plan	FMCP Family Pay Period: 4/30/2023	101-21724-0000	3,159.00 M
05/18/2023	52325	Family Medical Care Plan	FMCP Family Pay Period: 5/14/2023	101-21724-0000	3,159.00 M
Total 101217240000:					7,020.00
06/02/2023	159286	Amy Danielson	Park Reservation Refund	101-34785-0000	37.50

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101347850000:					37.50
06/02/2023	20230413	Innovative Office Supply	DVD's for council meeting	101-41110-2000	36.80
Total 101411102000:					36.80
06/02/2023	20230400	Discover Waseca Tourism	April Lodging Tax	101-41110-4440	1,587.99
Total 101411104440:					1,587.99
06/02/2023	20230400	Discover Waseca Tourism	City Contribution	101-41110-4455	1,500.00
06/02/2023	20230400	Discover Waseca Tourism	Fireworks Funding	101-41110-4455	1,500.00
06/02/2023	20230400	Discover Waseca Tourism	Clean Up Funding	101-41110-4455	2,000.00
06/02/2023	159328	Waseca Area Neighborhood Service Cen	2023 Funding	101-41110-4455	2,850.00
06/02/2023	20230429	Waseca Area Senior Citizens Center	City Contribution	101-41110-4455	1,125.00
06/02/2023	20230430	Waseca Art Center	1st Half City Contribution	101-41110-4455	1,500.00
06/02/2023	159330	Waseca County Agricultural Society	City Contribution	101-41110-4455	1,000.00
06/02/2023	159331	Waseca County Historical Society	1st Half City Contribution	101-41110-4455	2,250.00
06/02/2023	20230432	Waseca-LeSueur Regional Library	1st Half Funding	101-41110-4455	600.00
Total 101411104455:					14,325.00
06/02/2023	20230424	SMART Transit	First Half Funding	101-41110-4730	10,200.00
Total 101411104730:					10,200.00
06/02/2023	20230413	Innovative Office Supply	White board and bar	101-41320-2000	107.82
Total 101413202000:					107.82
06/02/2023	159313	Shred-it USA LLC	Monthly Service	101-41320-3100	20.95
Total 101413203100:					20.95
06/02/2023	20230408	Hall, Julia	Mileage Reimbursement	101-41320-3300	186.02
Total 101413203300:					186.02
06/02/2023	20230389	APG Media of So MN LLC	Newspaper	101-41320-4330	76.75
Total 101413204330:					76.75
06/02/2023	20230387	A. H. Hermel Company	Pop for Vending Machine	101-41320-4945	112.54
Total 101413204945:					112.54
06/01/2023	159282	Madison National Life Insurance Co Inc	June 2023 LTD	101-41500-1340	58.86
Total 101415001340:					58.86
06/02/2023	20230413	Innovative Office Supply	Office supplies-breakroom	101-41500-2000	49.46
Total 101415002000:					49.46
06/02/2023	159333	Waseca County Treasurer	Legal Services Contract payment	101-41600-3000	5,370.33

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101416003000:					5,370.33
06/02/2023	20230422	Pantheon Computer Systems Inc.	2023 Maintenance Agreement	101-41920-3100	6,603.52
06/02/2023	20230422	Pantheon Computer Systems Inc.	2023 Maintanance Agreement	101-41920-3100	2,170.00
Total 101419203100:					8,773.52
06/02/2023	20230413	Innovative Office Supply	Office supplies-Central	101-41940-2000	.94
06/02/2023	20230413	Innovative Office Supply	Thermal paper-city hall	101-41940-2000	123.88
06/02/2023	20230413	Innovative Office Supply	Office supplies-Central	101-41940-2000	39.89
06/02/2023	159310	Quadient Finance	SUPPLY PURCHASE	101-41940-2000	309.70
Total 101419402000:					474.41
06/02/2023	20230387	A. H. Hermel Company	General Supplies	101-41940-2170	210.72
06/02/2023	20230388	Amazon	Spoons	101-41940-2170	55.05
06/02/2023	20230413	Innovative Office Supply	Office Supplies	101-41940-2170	131.36
06/02/2023	20230413	Innovative Office Supply	Office Supplies	101-41940-2170	36.80
06/02/2023	20230413	Innovative Office Supply	Office Supplies - credit	101-41940-2170	52.77-
Total 101419402170:					381.16
06/02/2023	20230395	Cady Business Technologies Inc	Monthly Phone Support Plan	101-41940-3100	262.62
06/02/2023	159289	Cintas Corp	Floor mat service	101-41940-3100	58.79
06/02/2023	20230415	Javens Mechanical Contracting Co.	HVAC Contract	101-41940-3100	2,545.00
06/02/2023	20230425	Stoltz Cleaning Services LLC	City Hall Cleaning	101-41940-3100	475.00
06/02/2023	20230425	Stoltz Cleaning Services LLC	City hall Cleaning	101-41940-3100	475.00
06/02/2023	20230425	Stoltz Cleaning Services LLC	City Hall Cleaning Services	101-41940-3100	875.00
Total 101419403100:					4,691.41
06/02/2023	62315	Centerpoint Energy	Monthly Billing	101-41940-3800	499.21 M
06/02/2023	159291	City of Waseca	May Utilities	101-41940-3800	1,490.38
Total 101419403800:					1,989.59
06/01/2023	159282	Madison National Life Insurance Co Inc	June 2023 LTD	101-41950-1340	13.10
06/01/2023	159282	Madison National Life Insurance Co Inc	June 2023 LTD	101-41950-1340	24.72
Total 101419501340:					37.82
06/02/2023	159295	Fame Awards	Name Plates for Planning Commission Members	101-41950-2170	18.00
Total 101419502170:					18.00
06/01/2023	159282	Madison National Life Insurance Co Inc	June 2023 LTD	101-42100-1340	459.14
Total 101421001340:					459.14
06/02/2023	20230413	Innovative Office Supply	Office Supplies - Police	101-42100-2000	91.22
Total 101421002000:					91.22
06/02/2023	20230388	Amazon	phone cover	101-42100-2170	17.98

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101421002170:					17.98
06/02/2023	20230426	Streicher's	Uniform Allowance-Schroeder	101-42100-2180	129.98
06/02/2023	20230426	Streicher's	Uniform - Horn	101-42100-2180	23.98
Total 101421002180:					153.96
06/02/2023	159308	Northland Business Systems Inc.	PD cameras for interview rooms	101-42100-2190	3,495.00
Total 101421002190:					3,495.00
06/02/2023	20230415	Javens Mechanical Contracting Co.	HVAC agreement - police	101-42100-2230	1,837.00
Total 101421002230:					1,837.00
06/02/2023	159309	Orkin Pest Control	Orkin - Police	101-42100-3000	108.99
Total 101421003000:					108.99
06/02/2023	159289	Cintas Corp	Mats - PD	101-42100-3100	8.98
06/02/2023	159289	Cintas Corp	Mats and bags - PD	101-42100-3100	48.98
06/02/2023	20230399	Computer Information Systems inc	CIS renewal	101-42100-3100	1,000.00
06/02/2023	159313	Shred-it USA LLC	Monthly Service	101-42100-3100	20.94
06/02/2023	159325	Vault Health	Drug Screen	101-42100-3100	60.10
Total 101421003100:					1,139.00
06/02/2023	159326	Verizon Wireless	Monthly Billing	101-42100-3200	1,058.86
06/02/2023	159326	Verizon Wireless	Monthly Billing	101-42100-3200	41.11
Total 101421003200:					1,099.97
06/02/2023	20230409	Hartle, Courtney	Meal while at training-MAWP Alexandria	101-42100-3300	22.23
Total 101421003300:					22.23
06/02/2023	62315	Centerpoint Energy	Monthly Billing	101-42100-3800	429.21 M
06/02/2023	159291	City of Waseca	May Utilities	101-42100-3800	629.13
Total 101421003800:					1,058.34
06/01/2023	159282	Madison National Life Insurance Co Inc	June 2023 LTD	101-42200-1340	50.41
Total 101422001340:					50.41
06/02/2023	20230396	Central Fire Protection Inc.	Training	101-42200-2160	41.00
Total 101422002160:					41.00
06/02/2023	20230388	Amazon	General Supplies	101-42200-2170	14.98
Total 101422002170:					14.98
06/02/2023	20230415	Javens Mechanical Contracting Co.	HVAC agreement - fire	101-42200-2230	1,837.00
06/02/2023	159311	Rick's Major Appliance Repair	Dishwaser and install	101-42200-2230	953.59

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101422002230:					2,790.59
06/02/2023	159285	American Test Center Inc.	Annual Safety Inspection	101-42200-3100	575.00
06/02/2023	159289	Cintas Corp	Mats - FD	101-42200-3100	8.99
06/02/2023	159289	Cintas Corp	Mats - FD	101-42200-3100	8.99
06/02/2023	159304	Kirvida Fire Inc.	521 Pump Test	101-42200-3100	537.72
06/02/2023	159304	Kirvida Fire Inc.	525 Pump Test	101-42200-3100	550.92
06/02/2023	159304	Kirvida Fire Inc.	PUMP TESTING 523	101-42200-3100	550.92
Total 101422003100:					2,232.54
06/02/2023	159326	Verizon Wireless	Monthly Billing	101-42200-3200	46.11
Total 101422003200:					46.11
06/02/2023	159306	MN State Fire Department Association	Annual Conference	101-42200-3300	1,075.00
Total 101422003300:					1,075.00
06/02/2023	62315	Centerpoint Energy	Monthly Billing	101-42200-3800	429.21 M
06/02/2023	62316	Centerpoint Energy	Monthly Service	101-42200-3800	70.85 M
06/02/2023	159291	City of Waseca	May Utilities	101-42200-3800	629.13
06/02/2023	159291	City of Waseca	May Utilities	101-42200-3800	45.17
Total 101422003800:					1,174.36
06/01/2023	159282	Madison National Life Insurance Co Inc	June 2023 LTD	101-42400-1340	24.05
06/01/2023	159282	Madison National Life Insurance Co Inc	June 2023 LTD	101-42400-1340	6.81
Total 101424001340:					30.86
06/02/2023	20230397	City Building Inspection Services LLC	building inspections	101-42400-3000	12,988.58
Total 101424003000:					12,988.58
06/02/2023	159326	Verizon Wireless	Monthly Billing	101-42400-3200	82.22
Total 101424003200:					82.22
06/01/2023	159282	Madison National Life Insurance Co Inc	June 2023 LTD	101-43000-1340	7.02
06/01/2023	159282	Madison National Life Insurance Co Inc	June 2023 LTD	101-43000-1340	99.21
Total 101430001340:					106.23
06/02/2023	159326	Verizon Wireless	Monthly Verizon Data Bill	101-43000-3200	80.02
06/02/2023	159326	Verizon Wireless	Monthly Billing	101-43000-3200	41.11
Total 101430003200:					121.13
06/01/2023	159282	Madison National Life Insurance Co Inc	June 2023 LTD	101-43100-1340	74.15
06/01/2023	159282	Madison National Life Insurance Co Inc	June 2023 LTD	101-43100-1340	3.31
06/01/2023	159282	Madison National Life Insurance Co Inc	June 2023 LTD	101-43100-1340	3.88
Total 101431001340:					81.34

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
06/02/2023	20230407	H & J Fuel Inc	Fuel	101-43100-2120	1,512.56
06/02/2023	20230407	H & J Fuel Inc	fuel	101-43100-2120	3,059.10
Total 101431002120:					4,571.66
06/02/2023	159293	D & M Construction LLC	gravel	101-43100-2170	436.80
06/02/2023	159296	Ferguson Enterprises	pipe & fittings	101-43100-2170	89.00
06/02/2023	159301	Janesville Tile Supply	Tile Tape	101-43100-2170	133.50
06/02/2023	159318	Sun Up Construction Inc.	post	101-43100-2170	120.00
06/02/2023	159332	Waseca County Landfill	brush	101-43100-2170	420.00
06/02/2023	20230431	Waseca Sand & Gravel Inc.	curb repair	101-43100-2170	221.00
06/02/2023	20230431	Waseca Sand & Gravel Inc.	curb repair	101-43100-2170	400.00
06/02/2023	20230431	Waseca Sand & Gravel Inc.	curb repair	101-43100-2170	553.00
06/02/2023	20230431	Waseca Sand & Gravel Inc.	curb repair	101-43100-2170	565.00
Total 101431002170:					2,938.30
06/02/2023	159327	W W Blacktopping Inc.	Tack oil	101-43100-2171	100.00
06/02/2023	159327	W W Blacktopping Inc.	Hot Mix	101-43100-2171	1,309.85
Total 101431002171:					1,409.85
06/02/2023	159290	Cintas Corporation	Uniform Service	101-43100-2180	80.86
06/02/2023	159290	Cintas Corporation	Uniform Service	101-43100-2180	80.86
Total 101431002180:					161.72
06/02/2023	159305	Manthe Garage Doors	Door for sign shed	101-43100-2230	3,900.00
Total 101431002230:					3,900.00
06/02/2023	20230411	IFACS	drill bits for handicap chair	101-43100-2400	113.84
Total 101431002400:					113.84
06/02/2023	159302	Javens Electric Inc.	Service Contract	101-43100-3100	1,445.00
Total 101431003100:					1,445.00
06/02/2023	20230398	Clarke Environmental Mosquito Mgmt Inc	mosquito contract	101-43100-3101	7,000.00
Total 101431003101:					7,000.00
06/02/2023	62315	Centerpoint Energy	Monthly Billing	101-43100-3800	604.55 M
06/02/2023	62316	Centerpoint Energy	Monthly Service	101-43100-3800	70.84 M
06/02/2023	159291	City of Waseca	May Utilities	101-43100-3800	45.17
06/02/2023	159291	City of Waseca	May Utilities	101-43100-3800	686.98
Total 101431003800:					1,407.54
06/01/2023	159282	Madison National Life Insurance Co Inc	June 2023 LTD	101-43125-1340	22.08
06/01/2023	159282	Madison National Life Insurance Co Inc	June 2023 LTD	101-43125-1340	3.31
06/01/2023	159282	Madison National Life Insurance Co Inc	June 2023 LTD	101-43125-1340	1.16
Total 101431251340:					26.55

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
06/01/2023	159282	Madison National Life Insurance Co Inc	June 2023 LTD	101-43170-1340	4.73
06/01/2023	159282	Madison National Life Insurance Co Inc	June 2023 LTD	101-43170-1340	.25
Total 101431701340:					4.98
06/02/2023	159291	City of Waseca	May Utilities	101-43170-3800	168.85
Total 101431703800:					168.85
06/01/2023	159282	Madison National Life Insurance Co Inc	June 2023 LTD	101-43220-1340	7.89
06/01/2023	159282	Madison National Life Insurance Co Inc	June 2023 LTD	101-43220-1340	.41
Total 101432201340:					8.30
06/02/2023	20230412	Independent School District #829	City Contribution Comm Ed Rec	101-45100-3100	8,333.33
Total 101451003100:					8,333.33
06/01/2023	159282	Madison National Life Insurance Co Inc	June 2023 LTD	101-45130-1340	13.04
Total 101451301340:					13.04
06/02/2023	20230388	Amazon	Office Organizer	101-45130-2000	27.98
06/02/2023	20230413	Innovative Office Supply	Laminating sleeves-Water park	101-45130-2000	19.32
06/02/2023	20230413	Innovative Office Supply	Office supplies-waterpark	101-45130-2000	11.60
Total 101451302000:					58.90
06/02/2023	20230410	Horizon Commercial Pool Supply	WP Chemical	101-45130-2165	455.00
Total 101451302165:					455.00
06/02/2023	20230388	Amazon	Special Events-Grant	101-45130-2170	1,023.62
06/02/2023	20230388	Amazon	New drop safe - WP	101-45130-2170	249.99
06/02/2023	20230388	Amazon	Yard Games-Grant	101-45130-2170	64.20
06/02/2023	20230393	Bomgaars Supply	Parts & Supplies	101-45130-2170	11.99
06/02/2023	20230405	Fastenal Company	waterpark grate bolts	101-45130-2170	9.94
06/02/2023	20230411	IFACS	stainless fasteners	101-45130-2170	11.65
Total 101451302170:					1,371.39
06/02/2023	20230387	A. H. Hermel Company	Janitorial Supplies	101-45130-2175	803.61
06/02/2023	20230387	A. H. Hermel Company	inventory Credit	101-45130-2175	186.96-
Total 101451302175:					616.65
06/02/2023	20230393	Bomgaars Supply	Parts & Supplies	101-45130-2210	17.95
06/02/2023	159297	Ferguson Enterprises Inc	Shower Valves	101-45130-2210	934.99
Total 101451302210:					952.94
06/02/2023	20230387	A. H. Hermel Company	Concession supplies	101-45130-2500	899.85
06/02/2023	20230387	A. H. Hermel Company	WP Concessions	101-45130-2500	3,200.87
Total 101451302500:					4,100.72

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
06/02/2023	20230415	Javens Mechanical Contracting Co.	HVAC Contract	101-45130-3100	1,275.00
06/02/2023	159315	South Central College	Safety Training	101-45130-3100	1,540.00
06/02/2023	159329	Waseca Community Education	Lifeguard Cert Pool Fee	101-45130-3100	558.01
Total 101451303100:					3,373.01
06/02/2023	159284	American Red Cross-Training Services	Lifeguard Certification	101-45130-3300	84.00
Total 101451303300:					84.00
06/02/2023	62315	Centerpoint Energy	Monthly Billing	101-45130-3800	296.55 M
06/02/2023	159291	City of Waseca	May Utilities	101-45130-3800	551.35
Total 101451303800:					847.90
06/02/2023	20230405	Fastenal Company	Bolts	101-45130-4000	5.92
06/02/2023	159321	The Lifeguard Store Inc	Tubes and Aerobic Equipment	101-45130-4000	932.40
06/02/2023	20230431	Waseca Sand & Gravel Inc.	ADA lift concrete	101-45130-4000	480.00
Total 101451304000:					1,418.32
05/30/2023	159269	LeSueur/Waseca Community Health Boa	Public Health Licensing	101-45130-4500	765.00
Total 101451304500:					765.00
06/02/2023	20230413	Innovative Office Supply	Office supplies-Tink	101-45180-2170	11.60
Total 101451802170:					11.60
06/02/2023	20230393	Bomgaars Supply	Parts & Supplies	101-45180-2175	11.99
Total 101451802175:					11.99
06/02/2023	20230387	A. H. Hermel Company	TLCF Concessions	101-45180-2500	65.37
Total 101451802500:					65.37
06/02/2023	20230391	Bachman's Inc.	TLCF Plants	101-45180-4000	199.90
06/02/2023	159298	Fessel's Wood Recycling	TLCF Landscape Mulch	101-45180-4000	1,140.00
06/02/2023	159307	MPeters Enterprises Inc.	TLCF Flag	101-45180-4000	50.00
Total 101451804000:					1,389.90
06/01/2023	159282	Madison National Life Insurance Co Inc	June 2023 LTD	101-45200-1340	79.76
Total 101452001340:					79.76
06/02/2023	20230413	Innovative Office Supply	Toner - Fire	101-45200-2000	76.30
Total 101452002000:					76.30
06/02/2023	20230391	Bachman's Inc.	Library Plants	101-45200-2170	276.85
06/02/2023	159298	Fessel's Wood Recycling	Parks Landscape Mulch	101-45200-2170	840.00
05/22/2023	20230373	The Tessman Company	Turf Supplies	101-45200-2170	248.00- V
06/02/2023	20230427	The Tessman Company	Turf Supplies	101-45200-2170	248.00
05/22/2023	20230373	The Tessman Company	Turf Supplies	101-45200-2170	161.00- V

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
06/02/2023	20230427	The Tessman Company	Turf Supplies	101-45200-2170	161.00
Total 101452002170:					1,116.85
06/02/2023	20230433	Will, Joel	Work Boots - Will	101-45200-2190	160.00
Total 101452002190:					160.00
06/02/2023	20230393	Bomgaars Supply	Parts & Supplies	101-45200-2230	34.73
Total 101452002230:					34.73
06/02/2023	159288	Born Well Drilling Inc.	MWP Well Test	101-45200-3100	150.00
06/02/2023	20230415	Javens Mechanical Contracting Co.	Javens Service Contract	101-45200-3100	855.00
06/02/2023	159312	Sam Bartelt Tree Service & Snow Remov	TREE STUMP GRINDING	101-45200-3100	1,361.25
06/02/2023	159325	Vault Health	Drug Screen	101-45200-3100	575.70
06/02/2023	159332	Waseca County Landfill	Landfill Fees - Brush	101-45200-3100	210.00
06/02/2023	159332	Waseca County Landfill	Landfill Fees - Brush	101-45200-3100	90.00
Total 101452003100:					3,241.95
06/02/2023	62315	Centerpoint Energy	Monthly Billing	101-45200-3800	228.55 M
06/02/2023	62315	Centerpoint Energy	Monthly Billing	101-45200-3800	32.29 M
06/02/2023	159291	City of Waseca	May Utilities	101-45200-3800	417.25
Total 101452003800:					678.09
06/02/2023	20230423	Rent 'N' Save Portable Services	April Parks - Portable Toilets	101-45200-4100	435.25
Total 101452004100:					435.25
06/02/2023	20230415	Javens Mechanical Contracting Co.	HVAC Contract	101-45500-3100	1,930.00
06/02/2023	20230425	Stoltz Cleaning Services LLC	Library Cleaning	101-45500-3100	250.00
06/02/2023	20230425	Stoltz Cleaning Services LLC	Library Cleaning	101-45500-3100	250.00
06/02/2023	20230425	Stoltz Cleaning Services LLC	Library Cleaning Services	101-45500-3100	250.00
Total 101455003100:					2,680.00
06/02/2023	62315	Centerpoint Energy	Monthly Billing	101-45500-3800	470.68 M
06/02/2023	159291	City of Waseca	May Utilities	101-45500-3800	862.20
Total 101455003800:					1,332.88
06/02/2023	20230415	Javens Mechanical Contracting Co.	Repair Plumbing & valve	101-45500-4000	947.22
06/02/2023	20230415	Javens Mechanical Contracting Co.	Library Boiler	101-45500-4000	440.00
06/02/2023	159303	Jetter Clean Inc.	Drain cleaning	101-45500-4000	410.00
Total 101455004000:					1,797.22
05/31/2023	52316	MN UI Fund	Unemployment Benefits 1st Qtr 2010	101-49220-1410	590.00 M
Total 101492201410:					590.00
Total General Fund:					422,769.33

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Waseca Rehab Program 2015					
05/12/2023	159267	Southwest MN Housing Partnership	CDAP-20-0053-0-Draw #2	212-46500-3000	5,958.15
Total 212465003000:					5,958.15
Total Waseca Rehab Program 2015:					5,958.15
Airport					
06/02/2023	20230422	Pantheon Computer Systems Inc.	Switch and Access points for Airport	230-49810-2170	3,513.00
Total 230498102170:					3,513.00
06/02/2023	20230417	Langer, Brent	Contract Payment	230-49810-3100	3,800.00
Total 230498103100:					3,800.00
06/02/2023	62317	CenturyLink	Airport Phone and Internet	230-49810-3200	126.10 M
Total 230498103200:					126.10
06/02/2023	62315	Centerpoint Energy	Monthly Billing	230-49810-3800	62.54 M
06/02/2023	159291	City of Waseca	May Utilities	230-49810-3800	93.95
06/02/2023	62314	Xcel Energy	Airport Electric	230-49810-3800	83.19 M
06/02/2023	62312	Xcel Energy	Airport Electric	230-49810-3800	207.87 M
Total 230498103800:					447.55
Total Airport:					7,886.65
Economic Development-General f					
06/01/2023	159282	Madison National Life Insurance Co Inc	June 2023 LTD	261-46700-1340	11.16
Total 261467001340:					11.16
06/02/2023	159320	The Brookshire Co	Annual membership fee	261-46700-4330	2,500.00
Total 261467004330:					2,500.00
Total Economic Development-General f:					2,511.16
Capital Improvement					
06/02/2023	20230420	Met-Con Construction Inc	CLear Lake Park Project	430-43010-5435	28,115.25
Total 430430105435:					28,115.25
06/02/2023	159287	Bolton & Menk Inc.	8th Ave NE Design Engineering	430-43010-5560	3,719.00
Total 430430105560:					3,719.00
Total Capital Improvement:					31,834.25
Water					
06/02/2023	159300	Hawkins Inc	Demurrage	601-49401-2170	170.00
06/02/2023	159300	Hawkins Inc	Conagra Well Chemicals	601-49401-2170	2,922.44
06/02/2023	159300	Hawkins Inc	City Wells Chemicals	601-49401-2170	7,833.42

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Total 601494012170:					10,925.86	
06/02/2023	62315	Centerpoint Energy	Monthly Billing	601-49401-3800	126.61	M
06/02/2023	159291	City of Waseca	May Utilities	601-49401-3800	9,158.75	
06/02/2023	62313	Xcel Energy	April Usage	601-49401-3800	226.16	M
Total 601494013800:					9,511.52	
05/18/2023	52321	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 5/14/2023	601-49430-0000	378.45	M
05/18/2023	52321	ACH Internal Revenue Service	MEDICARE Pay Period: 5/14/2023	601-49430-0000	88.50	M
06/01/2023	62305	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 5/28/2023	601-49430-0000	427.92	M
06/01/2023	62305	ACH Internal Revenue Service	MEDICARE Pay Period: 5/28/2023	601-49430-0000	100.07	M
Total 601494300000:					994.94	
06/01/2023	159282	Madison National Life Insurance Co Inc	June 2023 LTD	601-49430-1340	1.58	
06/01/2023	159282	Madison National Life Insurance Co Inc	June 2023 LTD	601-49430-1340	.08	
06/01/2023	159282	Madison National Life Insurance Co Inc	June 2023 LTD	601-49430-1340	10.06	
06/01/2023	159282	Madison National Life Insurance Co Inc	June 2023 LTD	601-49430-1340	20.76	
Total 601494301340:					32.48	
06/02/2023	20230428	USA Blue Book	Lab Supplies	601-49430-2170	216.52	
Total 601494302170:					216.52	
06/02/2023	20230393	Bomgaars Supply	Parts & Supplies	601-49430-2180	109.99	
Total 601494302180:					109.99	
06/02/2023	159296	Ferguson Enterprises	Water salesman valves	601-49430-2210	1,147.13	
Total 601494302210:					1,147.13	
06/02/2023	159326	Verizon Wireless	Monthly Billing	601-49430-3200	40.01	
Total 601494303200:					40.01	
06/01/2023	159282	Madison National Life Insurance Co Inc	June 2023 LTD	601-49585-1340	16.12	
Total 601495851340:					16.12	
06/02/2023	159323	U.S. Postal Service	Postage - June utility bills	601-49585-3200	494.40	
Total 601495853200:					494.40	
06/01/2023	159282	Madison National Life Insurance Co Inc	June 2023 LTD	601-49586-1340	2.89	
06/01/2023	159282	Madison National Life Insurance Co Inc	June 2023 LTD	601-49586-1340	14.58	
06/01/2023	159282	Madison National Life Insurance Co Inc	June 2023 LTD	601-49586-1340	7.02	
Total 601495861340:					24.49	
06/02/2023	20230422	Pantheon Computer Systems Inc.	2023 Maintenance Agreement	601-49586-4950	943.36	
06/02/2023	20230422	Pantheon Computer Systems Inc.	2023 Maintenance Agreement	601-49586-4950	310.00	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 601495864950:					1,253.36
06/02/2023	20230418	Lenz Lawn Care & Landscaping Inc.	Backflow Testing 2nd St & 2nd Ave	601-49593-5300	115.00
Total 601495935300:					115.00
Total Water:					24,881.82
Sanitary Sewer					
06/01/2023	159282	Madison National Life Insurance Co Inc	June 2023 LTD	602-49470-1340	28.39
06/01/2023	159282	Madison National Life Insurance Co Inc	June 2023 LTD	602-49470-1340	3.31
06/01/2023	159282	Madison National Life Insurance Co Inc	June 2023 LTD	602-49470-1340	1.49
Total 602494701340:					33.19
06/02/2023	159294	Environmental Products & Access LLC	8" pump clamps & flanges	602-49470-2170	318.92
Total 602494702170:					318.92
06/02/2023	20230415	Javens Mechanical Contracting Co.	Service contract	602-49470-3100	627.00
Total 602494703100:					627.00
06/02/2023	159326	Verizon Wireless	Monthly Billing	602-49470-3200	40.01
06/02/2023	159326	Verizon Wireless	Monthly Billing	602-49470-3200	40.01
06/02/2023	159326	Verizon Wireless	Monthly Billing	602-49470-3200	40.01
06/02/2023	159326	Verizon Wireless	Monthly Billing	602-49470-3200	40.01
06/02/2023	159326	Verizon Wireless	Monthly Billing	602-49470-3200	40.01
06/02/2023	159326	Verizon Wireless	Monthly Billing	602-49470-3200	40.01
Total 602494703200:					240.06
06/02/2023	62315	Centerpoint Energy	Monthly Billing	602-49470-3800	22.41 M
06/02/2023	62315	Centerpoint Energy	Monthly Billing	602-49470-3800	316.02 M
06/02/2023	159291	City of Waseca	May Utilities	602-49470-3800	1,400.50
Total 602494703800:					1,738.93
06/02/2023	20230404	ESS Brothers & Sons Inc	castings	602-49470-4000	2,316.60
Total 602494704000:					2,316.60
06/02/2023	20230393	Bomgaars Supply	Parts & Supplies	602-49470-4020	45.98
Total 602494704020:					45.98
06/01/2023	159282	Madison National Life Insurance Co Inc	June 2023 LTD	602-49480-1340	3.15
06/01/2023	159282	Madison National Life Insurance Co Inc	June 2023 LTD	602-49480-1340	.17
06/01/2023	159282	Madison National Life Insurance Co Inc	June 2023 LTD	602-49480-1340	49.14
Total 602494801340:					52.46
06/02/2023	20230390	Applied Specialties Inc	Polymer	602-49480-2170	6,406.40
06/02/2023	20230403	Environmental Resource Associates	Permit Testing Supplies	602-49480-2170	260.49
06/02/2023	159300	Hawkins Inc	Chlorine & Sulfur	602-49480-2170	3,458.60

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
06/02/2023	159300	Hawkins Inc	Demurrage	602-49480-2170	20.00
06/02/2023	159300	Hawkins Inc	Demurrage	602-49480-2170	30.00
06/02/2023	159300	Hawkins Inc	Alum	602-49480-2170	6,135.46
06/02/2023	20230428	USA Blue Book	Lab Supplies	602-49480-2170	466.22
Total 602494802170:					16,777.17
06/02/2023	159319	Tech Sales Co.	Sampling supplies	602-49480-2210	1,674.00
06/02/2023	159322	Thermal Process Systems	TPS ORP Probe	602-49480-2210	1,202.99
Total 602494802210:					2,876.99
06/02/2023	159289	Cintas Corp	Floor mat service	602-49480-3100	9.60
06/02/2023	20230415	Javens Mechanical Contracting Co.	Service Contract	602-49480-3100	3,433.00
06/02/2023	20230419	M & R Electric Inc.	Building Repairs	602-49480-3100	111.51
06/02/2023	20230419	M & R Electric Inc.	electric controls	602-49480-3100	200.74
06/02/2023	20230421	North Shore Analytical Inc.	industrial sampling	602-49480-3100	285.00
06/02/2023	20230421	North Shore Analytical Inc.	Permit Testing Mercury	602-49480-3100	410.00
06/02/2023	159316	Spee-Dee Delivery Service Inc.	Hg sampling	602-49480-3100	18.91
Total 602494803100:					4,468.76
06/02/2023	159326	Verizon Wireless	Monthly Billing	602-49480-3200	41.11
Total 602494803200:					41.11
06/02/2023	62315	Centerpoint Energy	Monthly Billing	602-49480-3800	1,551.14 M
06/02/2023	159291	City of Waseca	May Utilities	602-49480-3800	468.79
06/02/2023	159317	SSI Crestmark MN Holding LLC	Solar Power	602-49480-3800	15,907.87
06/02/2023	159324	USS MN V MT LLC	Solar Power	602-49480-3800	3,006.51
Total 602494803800:					20,934.31
06/02/2023	159299	Hach Company	Hach controls	602-49480-4000	6,287.40
Total 602494804000:					6,287.40
06/01/2023	159282	Madison National Life Insurance Co Inc	June 2023 LTD	602-49585-1340	16.12
Total 602495851340:					16.12
06/02/2023	159323	U.S. Postal Service	Postage - June utility bills	602-49585-3200	494.39
Total 602495853200:					494.39
06/01/2023	159282	Madison National Life Insurance Co Inc	June 2023 LTD	602-49586-1340	2.89
06/01/2023	159282	Madison National Life Insurance Co Inc	June 2023 LTD	602-49586-1340	14.58
Total 602495861340:					17.47
06/02/2023	20230422	Pantheon Computer Systems Inc.	2023 Maintenance Agreement	602-49586-4950	943.36
06/02/2023	20230422	Pantheon Computer Systems Inc.	2023 Maintanance Agreement	602-49586-4950	310.00
Total 602495864950:					1,253.36

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total Sanitary Sewer:					58,540.22
Electric Utility					
05/31/2023	52327	MN Sales and Use Tax Payable	Sales and Use Tax	604-20210-0000	34,044.42 M
05/31/2023	52327	MN Sales and Use Tax Payable	Sales and Use Tax	604-20210-0000	1,264.85 M
Total 604202100000:					35,309.27
06/01/2023	159282	Madison National Life Insurance Co Inc	June 2023 LTD	604-49570-1340	3.02
Total 604495701340:					3.02
06/02/2023	159291	City of Waseca	May Utilities	604-49570-3800	72.38
Total 604495703800:					72.38
06/01/2023	159282	Madison National Life Insurance Co Inc	June 2023 LTD	604-49571-1340	71.46
Total 604495711340:					71.46
06/02/2023	20230393	Bomgaars Supply	Parts & Supplies	604-49571-2170	74.29
06/02/2023	20230413	Innovative Office Supply	Ink-Electric	604-49571-2170	109.24
Total 604495712170:					183.53
06/02/2023	20230394	Border States Electric Supply	meter disconnect blanks	604-49571-2215	808.95
Total 604495712215:					808.95
06/02/2023	159326	Verizon Wireless	Monthly Billing	604-49571-3200	40.01
06/02/2023	159326	Verizon Wireless	Monthly Billing	604-49571-3200	40.01
06/02/2023	159326	Verizon Wireless	Monthly Billing	604-49571-3200	40.01
Total 604495713200:					120.03
06/01/2023	159282	Madison National Life Insurance Co Inc	June 2023 LTD	604-49572-1340	7.05
Total 604495721340:					7.05
06/01/2023	159282	Madison National Life Insurance Co Inc	June 2023 LTD	604-49573-1340	13.09
Total 604495731340:					13.09
06/02/2023	20230401	Ditch Witch of Minnesota	Boring Supplies	604-49573-2170	110.26
Total 604495732170:					110.26
06/01/2023	159282	Madison National Life Insurance Co Inc	June 2023 LTD	604-49574-1340	4.03
Total 604495741340:					4.03
06/02/2023	159291	City of Waseca	May Utilities	604-49574-3800	204.15
Total 604495743800:					204.15
06/02/2023	159291	City of Waseca	May Utilities	604-49575-3800	654.43

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 604495753800:					654.43
06/01/2023	159282	Madison National Life Insurance Co Inc	June 2023 LTD	604-49584-1340	2.01
Total 604495841340:					2.01
06/01/2023	159282	Madison National Life Insurance Co Inc	June 2023 LTD	604-49585-1340	29.03
Total 604495851340:					29.03
06/02/2023	20230413	Innovative Office Supply	Toner-Sonnenberg	604-49585-2000	99.67
Total 604495852000:					99.67
06/02/2023	159323	U.S. Postal Service	Postage - June utility bills	604-49585-3200	494.39
Total 604495853200:					494.39
06/01/2023	159282	Madison National Life Insurance Co Inc	June 2023 LTD	604-49586-1340	3.13
06/01/2023	159282	Madison National Life Insurance Co Inc	June 2023 LTD	604-49586-1340	15.02
Total 604495861340:					18.15
06/02/2023	20230392	Barr Engineering Company	Engineering	604-49586-3000	1,756.94
Total 604495863000:					1,756.94
06/02/2023	20230406	Gaerst and Associates INC	residential energy audit program	604-49586-3100	188.50
06/02/2023	159313	Shred-it USA LLC	Monthly Service	604-49586-3100	20.94
Total 604495863100:					209.44
06/02/2023	20230422	Pantheon Computer Systems Inc.	2023 Maintenance Agreement	604-49586-4950	943.36
06/02/2023	20230422	Pantheon Computer Systems Inc.	2023 Maintenance Agreement	604-49586-4950	310.00
Total 604495864950:					1,253.36
06/02/2023	20230394	Border States Electric Supply	conversion supplies	604-49593-5300	513.33
06/02/2023	20230394	Border States Electric Supply	conversion supplies	604-49593-5300	17,285.80
06/02/2023	20230416	JT Services of MN	conversion supplies	604-49593-5300	9,182.70
Total 604495935300:					26,981.83
Total Electric Utility:					68,406.47
Storm Water Utility					
06/01/2023	159282	Madison National Life Insurance Co Inc	June 2023 LTD	651-43140-1340	2.41
06/01/2023	159282	Madison National Life Insurance Co Inc	June 2023 LTD	651-43140-1340	15.77
06/01/2023	159282	Madison National Life Insurance Co Inc	June 2023 LTD	651-43140-1340	.83
Total 651431401340:					19.01
06/02/2023	159291	City of Waseca	May Utilities	651-43140-3800	150.97

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 651431403800:					150.97
06/01/2023	159282	Madison National Life Insurance Co Inc	June 2023 LTD	651-49585-1340	3.22
Total 651495851340:					3.22
06/02/2023	20230414	James Brothers Construction Inc.	Rock for 6th St SW drain tile	651-49593-5300	936.00
06/02/2023	159327	W W Blacktopping Inc.	Asphalt for 6th St SW drain tile	651-49593-5300	3,504.60
06/02/2023	159327	W W Blacktopping Inc.	Asphalt for 6th St SW drain tile	651-49593-5300	3,166.68
06/02/2023	20230431	Waseca Sand & Gravel Inc.	Materials for 6th St SW drain tile	651-49593-5300	400.00
Total 651495935300:					8,007.28
Total Storm Water Utility:					8,180.48
Central Garage Services					
06/01/2023	159282	Madison National Life Insurance Co Inc	June 2023 LTD	701-43180-1340	56.19
Total 701431801340:					56.19
06/02/2023	20230393	Bomgaars Supply	Parts & Supplies	701-43180-2170	54.88
06/02/2023	159314	South Central College	Eric D.O.T. insp. recert.	701-43180-2170	110.00
Total 701431802170:					164.88
06/02/2023	159285	American Test Center Inc.	annual equipment inspections	701-43180-2210	1,230.00
06/02/2023	20230401	Ditch Witch of Minnesota	Valve part	701-43180-2210	146.95
06/02/2023	20230401	Ditch Witch of Minnesota	Returned Valve part	701-43180-2210	146.95-
Total 701431802210:					1,230.00
06/02/2023	20230393	Bomgaars Supply	Parts & Supplies	701-43180-2400	35.04
Total 701431802400:					35.04
Total Central Garage Services:					1,486.11
Equipment Replacement Fund					
06/02/2023	20230402	Emergency Automotive Technologies Inc.	new squad expense	705-49920-5400	827.89
Total 705499205400:					827.89
06/02/2023	159292	Clark Equipment	Parks Tree Grappeler	705-49970-5400	5,254.66
Total 705499705400:					5,254.66
Total Equipment Replacement Fund:					6,082.55
Grand Totals:					638,537.19

Report Criteria:

Report type: GL detail

[Report].Amount = {<>} 0

RUN**WALK**PARADE

(PLEASE INCLUDE A MAP OF THE ROUTE)

- A. Date requested: 04/10/2023
- B. Hours of operation, from 8:30am am/pm to 10:00am am/pm
- C. Set up: beginning date and time: 7:00am , Tuesday July 04, 2023
 Dismantle: date and time: 10:30am, Tuesday, July 04, 2023
- D. Anticipated number of participants: 125
 Anticipated number of spectators: 50
 Anticipated number of parade units, if applicable: 0
 Anticipated number of vehicles and types of vehicles: 0
 Anticipated number of animals and types, if applicable: 0
 Assembly/staging area for parade: NE parking lot of Clear Lake Park
 Estimated beginning and ending times at assembly/staging areas: 7am to 10:30am

City Services and Equipment:

Describe City services and/or equipment requested for the event. (City barricades, cones, signs, and other equipment may be borrowed on an as-available basis.) **Please make arrangements in advance to pick up and return this equipment.**

One or two officers to man main street crossing areas for runners. 1. 8th St NE and 8th Ave NE intersection from 8am to 8:30 am 2. Trailing crossing Clear Lake Drive NW side of Clear Lake 8:40 to 9:00 am.

Use of streets/City property:

NOTE: No permanent markings of route are allowed on any streets, sidewalks, or trails in the City of Waseca.

List any street(s) closing, or parking restrictions, requested for the event. Include the date and time of closing and reopening of the street(s). For a run/walk or parade, please include a map of the route.

No street closing needed

List any City parks or facilities to be used during the event: Clear Lake park NE parking lot and restrooms

BLOCK PARTYSTREET DANCE**CONCERT**CELEBRATION**OTHER**

Event Components:

- A. Date requested: 05/12/ 2023
- B. Hours of operation, from 12pm to 10 pm
- C. Set up: beginning date and time: 11:00am to 12:00pm
 Dismantle: date and time: 10pm, July 04, 2023
- D. Anticipated number of participants: _____
 Anticipated number of spectators: 250-300

City Services and Equipment:

Describe City services and/or equipment requested for the event. City barricades, cones, signs, and other equipment may be borrowed on an as-available basis. **Please make arrangements in advance to pick up and return this equipment. We will work with City staff to finalize any equipment requests. We solicit City staff recommendations regarding additional or temporary additional handicapped parking locations and transition parking for loading/unloading of the musicians' equipment.**

Use of streets/City property:

NOTE: No permanent markings of route are allowed on any streets, sidewalks, or trails in the City of Waseca.

List any street(s) closing, or parking restrictions, requested for the event. Include the date and time of closing and reopening of the street(s). For a run/walk or parade, please include a map of the route. **No street closings. We request the closing of the fishing pier from 2:30pm –4:00pm for sound system setup, judging of the boat parade, and tear down of the sound system.**

List any City parks or facilities to be used during the event: **Band Shell, Fishing Pier (described above), EF Johnson Pavilion for inclement weather, electrical connections for the food and beverage vendors, and restrooms.**

Food and Beverage:

- A. Will food and beverages be served? Yes No **IF NO, SKIP THIS SECTION**
B. Will you be using a catering service? Yes No

If yes, please specify name of Caterer: _____

- C. Will electrical service be needed for food preparation? Yes. See Vendors below.
D. Have you obtained the necessary permit(s) from the Waseca County Department of Environmental Health? Yes No All vendors will be licensed and a copy will be provided to the Waseca ↩

E. County Department of Environmental Health.

- F. Will alcoholic beverages be served? Yes
(Please note that a separate license may be required for sale or serving of alcoholic beverages)

If yes, describe what method will be used to ensure that alcoholic beverages will be consumed by only persons 21 years of age or older: **Alcoholic Beverage License Request attached.** Bright colored arm bands will be used to distinguish persons 21 years of age or older who eligible to consume alcohol. Abbe will describe how, where, when and by whom. **HOERN (THE MILL)**

Describe how, where, when and by whom the alcoholic beverages will be served:

_____ Abbe will describe how, where, when, and by whom.
HOERN (THE MILL)

Vendors or Concessionaries: **(IF NONE, SKIP THIS SECTION)**

- A. Please list vendors/concessionaires planned for the event: **3-4 Food Trucks and The Mill.**
see Internal Form on Page 12

- B. Describe how you intend to regulate, monitor and control the type, number and quality of vendors/concessionaries whom you may permit to operate in conjunction with the event: **We will interview the proposed vendor, solicit a copy of their license and insurance, and complete the attached form for reference. (p 12)**

Entertainment: **(IF NONE, SKIP THIS SECTION)**

Describe entertainment plans, i.e.; music, sound amplification or other noise impact, including the intended hours: Please see the attached schedule of the proposed bands for reference. The sound system for the bands will be provided KSL Sound and Lighting of Mankato. For reference, KSL provided the sound and lighting for LakeFest 2022. In addition, a temporary sound system will be setup for the boat parade judging using the fishing pier.

Location Map: (ALL EVENTS) *Please see Pg 10 and 11*

Please attach a map or drawing of your event layout. At minimum, the following items should be included. Please place a check mark or "x" by those included or N/A if not applicable:

- A. If a route is involved, the starting and finish areas should be marked with arrows, and the places where buses, autos, and other motorized vehicles need to be considered and marked. *Pg 10*
- B. Size and location of any tents, structures.
- C. Entertainment and/or stage locations. *Pg 11*
- D. Alcoholic beverage concession areas. *Pg 11*
- E. Non-alcohol concession area. *Pg 11*
- F. Food concession area (cooking, serving, consumption areas).
- G. General merchandise and/or concession areas
- H. Portable toilet facilities, indicate number : _____ Location(s): _____

- I. First aid facilities.
- J. Event participant and/or spectator parking areas.
- K. Event organizer's command post. *Pg 11*
- L. Fireworks or pyrotechnics site
- M. Vehicle fuel handling site.
- N. Fencing or other barricades, etc. for securing event area
- O. Site of electrical wiring to be installed for the event.
- P. Trash receptacles, indicate number _____.

A., C. (Band Shell and Fishing Pier), D. The Mill (Abbe), E. and F. (Trevor), H. (We defer to City Staff), I. (We defer to City Staff.), K. North End of the EF Johnson Pavilion, O. Food and Beverage concessionaires (Trevor) and boat parade sound system (We defer to City Staff for use of the beach house or other nearby electrical connection.).

Insurance: *see Pg 13-15*

Applicant must provide proof of insurance coverage for the event. Attach to this application either an insurance policy or a certificate of insurance including the policy number, amount (minimum of \$1,000,000) and the provision that the City of Waseca is included as an additional insured. Please note: insurance requirements depend upon the level of risk of the event.

The MINNESOTA DATA PRACTICES ACT requires that we inform you of your rights about the private data we are requesting on this form. Private data is available to you, but not the public. We are requesting this data to determine your eligibility for a license from the City of Waseca. Providing the data may disclose information that could cause your application to be denied. You are not legally required to provide the data; however, refusing to supply the data may cause your license to not be processed. Under MS 2 70.72, the City of Waseca is required to provide the Minnesota Department of Revenue your Minnesota Tax ID Number or Social Security Number if it is given. This information may be used to deny the issuance, renewal or transfer of your license if you owe the Minnesota Department of Revenue delinquent taxes, penalties, or interest. The Department of Revenue may supply information to the Internal Revenue Service. In addition, this data can be shared by Waseca City Staff, the State of Minnesota Driver License Section, Waseca County Auditor-Treasurer, and Bureau of Criminal Apprehension. Your signature on this application indicates you understand these rights. Your residence address and telephone number will be considered public data unless you request this information to be private and provide an alternate address and telephone number. Please sign below to indicate you have read this notice:

Signature: *[Handwritten Signature]*

Date: *May 12th, 2023*

I request that my residence address and telephone number be considered private data. My alternative address and telephone number are as follows:

Address: *516 9th St. NE*
Waseca, MN 56093

Phone: *(507)351-8292*

Additional Permits (IF APPLICABLE)

Additional permissions may be required including but not limited to, the following:

A. Building Permit:

Attach to this application a copy of your building permit(s) if you are installing any electrical wiring on a temporary or permanent basis and/or if you are building any temporary or permanent structures such as bleachers, scaffolding, a grandstand, reviewing stands, stages or platforms.

B. Fire Department Permit(s):

Attach to this application any permission required by fire regulations for such things as open flame; fireworks or pyrotechnics; vehicle fuel; cooking facilities; enclosures (and tables within those enclosures); tents, air supported structures, canopies, or any fabric shelters.

C. Other Permits:

Certain other licensing may be required by city, county, and state agencies. It is your responsibility to check with the local authorities to determine what licensing is required before final submission of this application.

ANY FALSIFICATION OF ANSWERS TO THE PRECEDING QUESTIONS WILL RESULT IN DENIAL OF THE APPLICATION.



Signature of Applicant



Date

Attachments Included (if applicable):

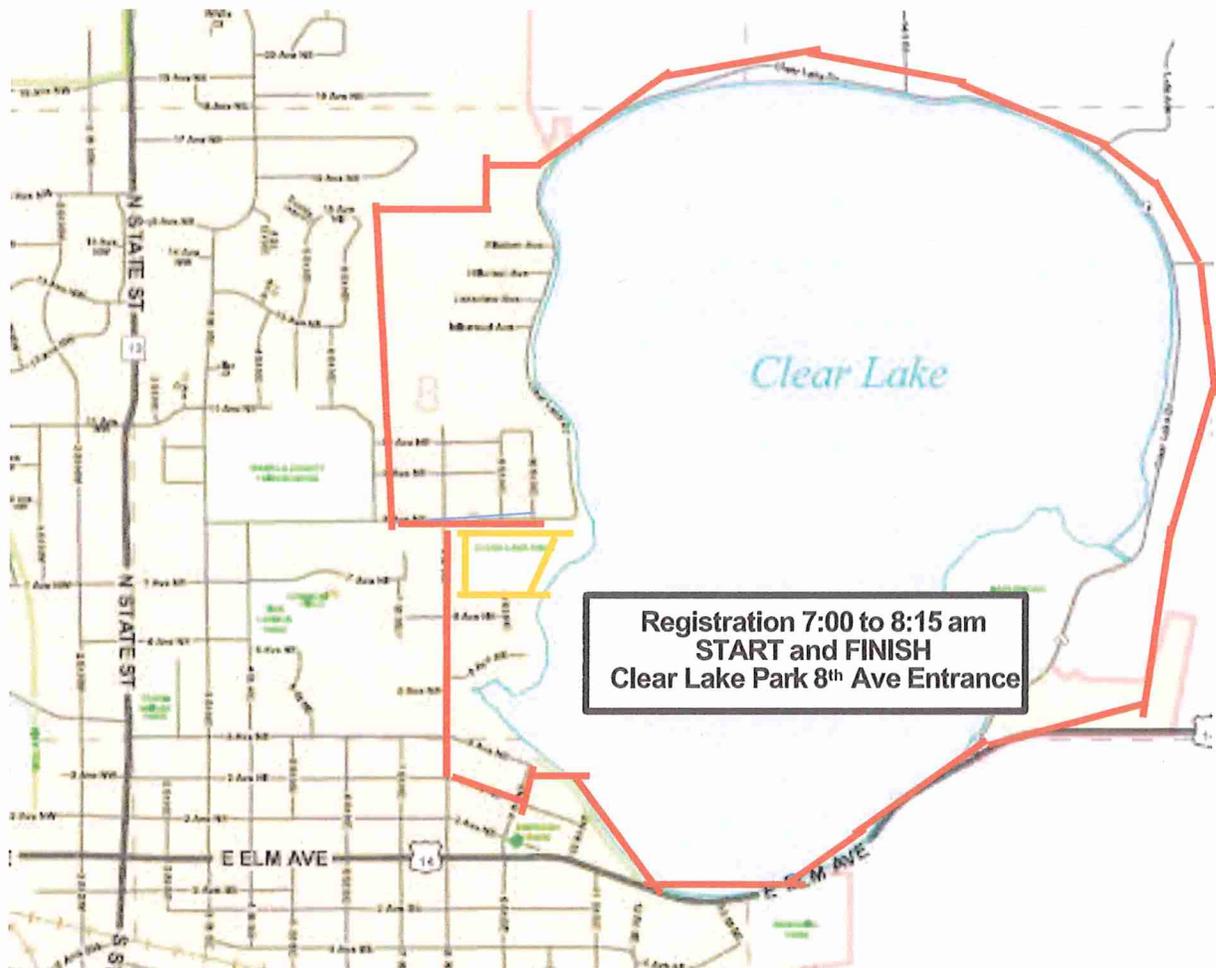
- _____ Insurance Certificate
- _____ Fireworks Application
- _____ MnDOT Authorization
- _____ List of Special/Unusual Request(s)
- _____ Park Reservation Form
- _____ Map
- _____ Alcohol Permit
- _____ Other

Lakefest 2022 8K (5 mile) Course

5 mile run will start at 8:30 am

 1 Mile run starts at 8am

 5 Mile run starts at 8:30am



Map with Pp C

- C. Entertainment (Band Shell and Fishing Pier)
- D. Alcoholic beverage concession area (Blue Block) □
- E. Non-alcoholic beverage concession area & F. Food concession area (Orange Block) □
- K. Command Post (Red Block) □





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/03/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Farmers Agency of Avoca PO Box 155 Avoca MN 56114		CONTACT NAME: Mike Frank PHONE (A/C, No, Ext): 5073357815 FAX (A/C, No): E-MAIL ADDRESS: theinsuranceguy@frontier.com	
INSURED THE MILL BAR LLC 310 2ND AVE SW WASECA MN 56093		INSURER(S) AFFORDING COVERAGE INSURER A: STAR INSURANCE COMPANY NAIC # 18023 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 20221103124443020

REVISION NUMBER:

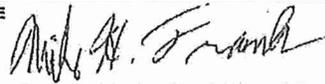
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$	
A	LIQUOR LIABILITY	N	N	LL0955164-2	01/01/2023	01/01/2024	Liquor Liability	\$1,000,000 OCC \$1,000,000 AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

LIQUOR LIABILITY
 LOCATION: 310 2ND AVE SW, WASECA, MN 56093

CERTIFICATE HOLDER**CANCELLATION**

CITY OF WASECA CITY HALL 508 S STATE ST WASECA MN 56093	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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

6D

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

Name of organization: Waseca American Legion Post 228 Date of organization: October 1919 Tax exempt number: 41-0649424

Organization Address (No PO Boxes): 700 South State Street City: Waseca State: Minnesota Zip Code: 56093

Name of person making application: Liza Baker Business phone: (507) 833-9935 Home phone: (612) 900-6909

Date(s) of event: JULY 10, 2023 Type of organization: Club Microdistillery Small Brewer
 Charitable Religious Other non-profit

Organization officer's name: Lamar Kuster City: Waseca State: Minnesota Zip Code: 56093

Organization officer's name: Jackie Barbknecht City: Waseca State: Minnesota Zip Code: 56093

Organization officer's name: Gary Bohm City: Waseca State: Minnesota Zip Code: 56093

Location where permit will be used. If an outdoor area, describe.
Waseca county Fairgrounds Fair stand & fenced in area around stand

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

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.
Integrity Insurance, \$1,000,000

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

City or County approving the license	Date Approved
Fee Amount	Permit Date
Event in conjunction with a community festival <input type="checkbox"/> Yes <input type="checkbox"/> No	City or County E-mail Address
Current population of city	Signature City Clerk or County Official

Please Print Name of City Clerk or County Official _____ Signature City Clerk or County Official _____

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event
No Temp Applications faxed or mailed. Only emailed.
ONE SUBMISSION PER EMAIL, APPLICATION ONLY.
PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US



Minnesota Department of Public Safety
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 651-201-7507 TTY 651-282-6555

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

Name of organization Waseca American Legion post 228 Date of organization October 1919 Tax exempt number 41-0649424

Organization Address (No PO Boxes) 700 South State Street City Waseca State Minnesota Zip Code 56093

Name of person making application Liza Buker Business phone (507) 833-9931 Home phone 612-900-6909

Date(s) of event JULY 12-15, 2023 Type of organization Microdistillery Small Brewer
 Club Charitable Religious Other non-profit

Organization officer's name Lamar Kvster City Waseca State Minnesota Zip Code 56093

Organization officer's name Jackie Barbknecht City Waseca State Minnesota Zip Code 56093

Organization officer's name Gary Bohm City Waseca State Minnesota Zip Code 56093

Location where permit will be used. If an outdoor area, describe.
Waseca county Fairgrounds Fairstands & fenced in area around stand

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

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.
Integrity Insurance, \$1,000,00

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

 City or County approving the license

 Fee Amount

Event in conjunction with a community festival Yes No

 Current population of city

 Date Approved

 Permit Date

 City or County E-mail Address

 Please Print Name of City Clerk or County Official

 Signature City Clerk or County Official

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event
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ONE SUBMISSION PER EMAIL, APPLICATION ONLY.
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**APPLICATION AND PERMIT FOR A 1 DAY
 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

6E

Name of organization	Date organized	Tax exempt number
Waseca County Free Fair/Waseca County Agricultural Society	1879	

Address	City	State	Zip Code
409 8th Ave NE PO Box 227	Waseca	Minnesota	56093

Name of person making application	Business phone	Home phone
Robin Dulas	507-461-0314	N/A

Date(s) of event	Type of organization
July 12-15, 2023	<input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input checked="" type="checkbox"/> Other non-profit

Organization officer's name	City	State	Zip Code
Michael Harguth	Waseca	Minnesota	56093

Organization officer's name	City	State	Zip Code
Jared Krassin	Waseca	Minnesota	56093

Organization officer's name	City	State	Zip Code
Robin Dulas	Waseca	Minnesota	56093

Organization officer's name	City	State	Zip Code
		Minnesota	

Location where permit will be used. If an outdoor area, describe.
 Waseca County Fairgrounds Beer Garden & Outside Patio

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.
 Waseca County Free Fair/Waseca County Agricultural Society
 409 8th Ave NE Waseca, MN 56093

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.
 Minnesota Joint Underwriting Association \$50,000 per claimant \$100,000 per occurrence

APPROVAL

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

 City or County approving the license

 Date Approved

 Fee Amount

 Permit Date

 Date Fee Paid

 City or County E-mail Address

 City or County Phone Number

 Signature City Clerk or County Official

 Approved Director Alcohol and Gambling Enforcement

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

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

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



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

Name of organization	Date organized	Tax exempt number
Waseca County Free Fair/Waseca County Agricultural Society	1879	

Address	City	State	Zip Code
409 8th Ave NE PO Box 227	Waseca	Minnesota	56093

Name of person making application	Business phone	Home phone
Robin Dulas	507-461-0314	N/A

Date(s) of event	Type of organization
July 16, 2023	<input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input checked="" type="checkbox"/> Other non-profit

Organization officer's name	City	State	Zip Code
Michael Harguth	Waseca	Minnesota	56093

Organization officer's name	City	State	Zip Code
Jared Krassin	Waseca	Minnesota	56093

Organization officer's name	City	State	Zip Code
Robin Dulas	Waseca	Minnesota	56093

Organization officer's name	City	State	Zip Code
		Minnesota	

Location where permit will be used. If an outdoor area, describe.
 Waseca County Fairgrounds Beer Garden & Outside Patio

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.
 Waseca County Free Fair/Waseca County Agricultural Society
 409 8th Ave NE Waseca, MN 56093

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.
 Minnesota Joint Underwriting Association \$50,000 per claimant \$100,000 per occurrence

APPROVAL

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

City or County approving the license
Fee Amount
Date Fee Paid

Date Approved
Permit Date
City or County E-mail Address
City or County Phone Number

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

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

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

Title:	CONSUMPTION AND DISPLAY LIQUOR LICENSE		
Meeting Date:	June 6, 2023	Agenda Item Number:	6F
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Consumption and Display Application
Originating Department:	Administration	Presented By:	Consent Agenda
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to approve Consumption and Display liquor license as presented.		
How does this item pertain to Vision 2030 goals?	Creating good governance.		

BACKGROUND: Attached is the application for a new Consumption and Display Liquor License for the remainder of 2023. The applicant is C and A Design, MN LLC. Located at 208 State Street North. There will be no alcohol sales on premises, Consumption and Display License will allow patrons to provide their own alcohol while attending events at C and A Design, MN LLC

The applicant was required to submit a completed application, appropriate prorated fee, release for a background check, and a Certificate of Insurance for liability coverage.

The Police Department has conducted background checks on the applicant. The results of the records check did not reveal any criminal convictions, arrest data and/or suspicious activity that would be of interest pertaining to the liquor license.

RECOMMENDATION: Motion to approve the Consumption and Display License as presented.



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 Alcohol and Gambling Enforcement Division
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 St. Paul, MN 55101
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NOTE: ALL CLUB 'ON-SALE' INTOXICATING LIQUOR LICENSEES ARE EXEMPT FROM APPLYING.

APPLICATION FOR CONSUMPTION AND DISPLAY (Set Up) PERMIT

PERMIT FEE \$250 (Permits expire March 31st of each year)

Workers Comp. Ins. Co. American Family Brokerage Inc

Policy No. 2000459270 Dates of Coverage 4/18/2023-2024

Licensee's MN Sales & Use Tax ID # 8109 9047 To apply for MN Tax ID# 651-296-6181

Licensee's Federal Tax ID # 97-2305911 A \$30.00 service charge will be added to all dishonored checks. You may also be subjected civil penalty of \$100 or 100% of the value of the check, whichever is greater, plus interest and attorney fees.

Amount Received

Business Name (Business, Partnership, LLC, Corporation) <u>Cand A Designs MN LLC</u>		DOB	SS#	Trade Name or DBA	
Business Street Address <u>208 N State St. Waseca</u>			County <u>Waseca</u>	Business Phone <u>507-464253</u>	
City <u>Waseca</u>			State <u>MN</u>	Zip Code <u>56093</u>	

Permit Type: Private Club Public Business

Type of Business (Restaurant, Dance Hall, etc.): DIY workshop events and private parties

Full Name of Business or Club Manager: _____ DOB: _____ Address of Manager: _____

Name of Building Owner: Connect Real Estate Group Address of Owner: 530 W Pleasant St Mankato MN 56001

Are the club or business premises separate from any other business establishment? Yes No

Is there a current 3.2 beer license to this business at this location? Yes No

Is application Original Transfer

If transfer, former license and business trade name: _____

If a partnership, state the name and address of each partner. If a corporation, state the name and address of each officer. If a club, state the name and address of each officer or director.

Full Name	DOB	SS#	Address

For a Private club. A club must attach a copy of the constitution and bylaws of the club and current list of members.

Date club organized	Number of members	Amount of dues	Is club owned or rented?	Length of time club at present location
---------------------	-------------------	----------------	--------------------------	---

Membership requirements: _____ Does club store liquor for members? Yes No

Has applicant; if partnership, any partner; if corporation, any officer or director; if club, any club officer or director, ever had a license under the Minnesota Liquor Control Act revoked or suspended or been convicted for any violation of State laws or local ordinances; if so, give date and details.

I hereby certify that the answers are true of my own knowledge and understand that the giving of false information or the failure to give pertinent information constitutes cause for revocation of this permit. **THIS PERMIT DOES NOT ALLOW THE SALE OF INTOXICATING LIQUOR.**

Permittee Signature: Danielle Androl Print Name: Danielle Androl Date: 5/2/23
 (Signature certifies all above information to be correct and permit has been approved by city/county.)

City/County Auditor Signature: _____ Date: _____
 (Signature certifies all above information to be correct and permit has been approved by city/county.)

Title:	APPROVAL OF INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 70 – PUBLIC WORKS (IUOE-PW) UNION CONTRACT 2023-2025 AND LETTER OF AGREEMENT(S) (LOA)		
Meeting Date:	June 6, 2023	Agenda Item Number:	6G
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:	IUOE-Fire Contract LOA #1 - 6
Originating Department:	Administration	Presented By:	City Manager
Approved By City Manager: <input type="checkbox"/>	Proposed Action: Approve new contract with the International Union of Operating Engineers – Public Works (IUOE-PW) and Letter of Agreements (LOA) #1-6.		
How does this item pertain to Vision 2030 goals?	Good Government		

BACKGROUND: Staff has concluded negotiations with all unions with contracts ending December 31, 2022, the City has with its employees. The City Council has already approved the International Brotherhood of Electrical Workers (IBEW) contract on December 20, 2022, and the Law Enforcement Labor Services (LELS-Patrol) contract on January 17, 2023, and International Union of Operating Engineers – Fire (IUOE-Fire) contract on April 18, 2023.

The International Union of Operating Engineers – Public Works (IUOE-PW) has seen fit to ratify the proposed terms and conditions for settlement. A summary of what was agreed upon and the new contract is attached.

BUDGET IMPACT: The agreement incorporates an overall wage increase of 3.0% which has been included in the budgets presented to the council in December. As well as the health insurance changes.

POLICY QUESTION: Does the Council wish to approve the proposed labor contract?

RECOMMENDATION: Staff recommend approval of the IUOE-PW contract and LOAs.

AGREEMENT

between

CITY OF WASECA

and

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL NO. 70**

PUBLIC WORKS

**January 1, ~~2020~~ through December 31, ~~2022~~
2023 2025**

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ARTICLE 1 - PURPOSE OF AGREEMENT

THIS AGREEMENT made and entered into as of the 1st day of January, 2020, by and between the CITY OF WASECA, a municipal corporation, (hereinafter referred to as the City) and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 70 (hereinafter referred to as the Union) as exclusive bargaining agent for the employees in the bargaining unit set forth in Article 1 below.

WHEREAS, Minnesota Legislature has endorsed the practices and procedures of collective bargaining as a fair and only way of conducting its relations with its employees, and relations of any political subdivision with its employees, insofar as such practices and procedures are appropriate to the function of obligations of the City to retain the right effectively to operate in a responsible and efficient manner and are so consonant with the paramount of the City and its citizens;

WHEREAS, it is the intention of this Agreement to set forth the entire Agreement of the parties covering the employment conditions not otherwise mandated by statute, charter or ordinance, to maintain and increase the individual productivity in the quality of services, to prevent interruption of work and interference of the efficient operation of the City and to provide an orderly and prompt method for handling and processing grievances;

WHEREAS, the parties recognize that this Agreement is not intended to modify and of the discretionary authority vested in the City by statutes of the State of Minnesota, City Charter, and City Ordinances and City Resolutions.

ARTICLE 2 - RECOGNITION

The Employer recognizes the Union as the Exclusive Representative for all Water Operators, Wastewater Treatment Operators, Public Works Maintenance Workers, Mechanics, and Assistant Mechanics, excluding supervisory, confidential and all other employees of the Employer.

ARTICLE 3 – UNION SECURITY

In recognition of the Union as the exclusive representative the Employer shall:

Section 1. Deduct from each payroll period an amount sufficient to provide the payment of dues established by the Union from the wages of all employees authorizing in writing such deduction; and

Section 2. Remit such deduction to the appropriate designated officer of the Union.

Section 3. The Union may designate two (2) employees from the bargaining unit to act as steward and shall inform the Employer in writing of such choice.

Section 4. The exclusive representative hereby warrants and covenants that it will defend, indemnify, and save the City of Waseca harmless from any and all actions, duties, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the Exclusive Representative as provided herein.

ARTICLE 4 – EMPLOYER AUTHORITY

Section 1. The Employer retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel to establish work schedules; and to perform any inherent managerial function not specifically limited by this Agreement.

Section 2. Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

ARTICLE 5 – EMPLOYEE RIGHTS/GRIEVANCE PROCEDURE

Section 1. A grievance shall be defined as a dispute of disagreement raised by an employee against the City involving the interpretation or application of the specific express provisions of this Agreement. It is specifically understood that any matters covered by Minnesota statutory provisions, City Charter provisions, City Ordinances, and City Resolutions shall not be considered grievances and subject to the grievance hereto set forth. Grievances, as herein defined, shall be processed in the following manner:

Section 2. Processing of a Grievance. It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employees and shall therefore be accomplished during normal working hours only when consistent with such Employee duties and responsibilities. The aggrieved Employee and the Union Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided the Employee and the Union Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

Section 3. Procedure. Grievances, as defined by Article 5, Section 1, shall be resolved in conformance with the following procedure:

Step 1. An Employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance in writing to the Employee's supervisor as designated by the Employer. The Employer-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the Employer -designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative. The Employer-designated representative shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 3. If the grievance is not resolved in Step 2, the parties, by mutual agreement, may submit the matter to mediation with the State of Minnesota, Bureau of Mediation Services. Submitting the grievance to mediation preserves the tolls and timelines for Step 4 of the grievance procedure through the conclusion of mediation.

Step 4. A grievance unresolved in Step 3 and appealed in Step 4 shall be submitted to arbitration. The Employer and the Union representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the parties cannot agree on an arbitrator, the selection of an arbitrator shall be made in accordance with the Rules established by the Bureau of Mediation Services.

Section 4. Arbitrator's Authority.

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both

the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

Section 5. Waiver. If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the Employer and the Union.

ARTICLE 6 - DEFINITIONS

UNION: International Union of Operating Engineers Local No. 70

EMPLOYER: The City of Waseca

UNION MEMBER: A member of the International Union of Operating Engineers, Local No. 70

EMPLOYEE: A member of the exclusively recognized bargaining unit.

BASE PAY RATE: The employee's hourly pay rate exclusive of longevity or any other special allowance.

SENIORITY: Length of continuous service with the Employer.

ARTICLE 7 – UNFAIR LABOR PRACTICES

The City and the Union recognize that the Minnesota Public Employees Labor Relations Act (PELRA) in 179.68 list specific activities that the City and the Union may not engage in. The City and the Union in the interest of serving the public agree not to encourage or participate in any activities which are listed in 179.68 as Unfair Labor Practices.

ARTICLE 8 – UNION DUTIES

Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, can engage in, encourage, sanction, support or suggest any strikes, slow-downs, mass resignations, mass absenteeism, willful absence of one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance and duties of employment. In the event that any employee violates this Article, the Union shall immediately notify any such employee in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined. The City agrees that there shall be no lockouts of the employees.

ARTICLE 9 – UNION OFFICIALS

Section 1. There shall be no more than one Union Steward for the Public Works Maintenance Department, and no more than one Union Steward for the Wastewater Department. The Steward and other Union Officials shall not leave their work stations without prior permission of their supervisor and then only for such activities as are specifically provided for in this Agreement. They shall notify their supervisor upon return to their work stations. The Union shall furnish the City with a complete and current list of its Union official and Stewards who will represent the Union in all matters of this Agreement.

Section 2. Representatives of the Union, previously accredited to the City in writing by the Union, shall be permitted to come on the premises of the City for the purposes of investigating or discussing grievances if they have first obtained permission from the City Manager or his/her designated

representative, provided that the Union representative does not interfere with the work of the employees.

Section 3. The Union agrees that there shall be no solicitation for membership, signing up of members, collection of initiation fees, dues, fines or assessments, meetings or any other activities on City time.

Section 4. New Hire – Union Visitation: The Union will be allowed to meet with newly hired employee(s) for up to one hour. This will take place on the clock, either within the first two (2) weeks of employment or at a date mutually agreed to between the Union and Employer.

ARTICLE 10 – DISCIPLINE AND DISCHARGE

Section 1. Disciplinary action may be imposed upon an employee only for just cause. Initial reprimand for minor infractions, irregularities or deficiencies shall be done in a manner that will not embarrass the employee before other employees or the public, and any disciplinary action imposed upon an employee may be processed through the grievance procedure. The normal disciplinary procedure shall be as follows:

1. Oral reprimand.
2. Written reprimand (copy to the Union and City HR Technician)
3. Suspension or demotion (copy to the Union and City HR Technician)
4. Discharge (copy to the Union and City HR Technician)

When any disciplinary action more severe than an oral reprimand is intended, the Employer shall, before or at the time of such action is taken, notify the employee in writing of the specific reason(s) for such action.

Section 2. At his or her request, an employee shall have the opportunity to have a Union representative present during an investigation that may result in disciplinary action against the employee. The Union shall have the right to take up a suspension and/or discharge or demotion as a grievance at the second step of the grievance procedure and the matter shall be handled in accordance with the grievance procedure through the arbitration step if deemed necessary.

Section 3. The Employer shall not discharge any employee without just cause. If the Employer feels there is just cause for discharge the employee shall be suspended for ten (10) working days and the employee will be notified in writing, that he/she is subject to discharge and shall be furnished with the reason(s) therefore.

Section 4. An oral reprimand shall not become part of an employee's personnel record. Each employee shall be furnished with a copy of all evaluative and disciplinary entries into his/her personnel office record and shall be entitled to have his/her written response included therein. All disciplinary entries in the personnel office record shall state the corrective action expected of the employee.

The contents of an employee's personnel office record shall be disclosed to him/her by the Finance Director upon request and to the employee's Union representative upon the written request of the employee.

ARTICLE 11 – SENIORITY

Section 1. Seniority shall be defined as the length of continuous service from most recent date of hire (including the probationary period). Seniority preference shall be granted to an employee in connection with layoff, recall, promotion or transfer, in recognition of his/her length of continuous service in a classification covered by this Agreement. A seniority roster will be posted in an appropriate location and maintained by the Employer. Within each department, seniority will be the determining criterion for transfer, promotion and layoffs when the job relevant qualifications and performance factors are equal.

Section 2. Employees on layoff shall be recalled in reverse order of layoff. Laid off employees shall have recall rights for twelve (12) months after layoff. A laid off employee may extend their recall right an additional one (1) year by serving written request via certified mail to the Employer within the initial twelve-month period of layoff. Recalled employees must return to work within five (5) work days after recall notification by certified mail to the last known address the employee furnished to the Employer.

Section 3. In the event that an employee is laid off from a position of higher rank as determined by level of pay, he/she may exercise his/her seniority privilege to assume a lower grade position for which he/she is qualified and is more senior than the employee being displaced within the department. This provision may not be exercised to assume a position outside the employee's department or jurisdiction of this Agreement.

Section 4. In the event of a job opening, the position shall be posted on the employee's bulletin board for a period of five (5) working days.

ARTICLE 12 - PROBATION

Section 1. An employee under the provisions of this Agreement shall serve a probationary period of the first six (6) months of continuous service, during which time the Employer shall have the unqualified right to discharge or otherwise discipline such employee, with or without cause. Such discharge will not be subject to the Grievance procedure in this Agreement. Probationary employees shall have the right to bring a grievance on any other provision of the contract alleged to have been violated.

Section 2. Current employees who progress to a different classification shall serve a ninety (90) day probationary period, during which time the employee may elect to return to his/her former position. Likewise, the Employer, during the same period may return such employee to his/her former position if job performance is not to standard.

Section 3. The probationary periods in Sections 1 and 2 of this Article, may be extended by mutual agreement of the Employer, the employee and the Union.

ARTICLE 13 - HOURS

Section 1. This Article is intended only to define the normal hours of the week and to provide the basis of calculation of overtime pay.

Section 2. The normal work week for all employees except Water/Wastewater Treatment Operators shall be five (5) consecutive days

commencing on Monday and ending on Friday, inclusive for a total of forty (40) hours per week.

Section 3. The normal work hours for the Water/Wastewater Treatment Operator will be eighty (80) hours in each fourteen (14) days.

ARTICLE 14 - CALL BACK

An employee called in for work at a time other than his/her normal scheduled shift will be paid for a minimum of three (3) hours.

An employee called in for work on holidays and weekends, will be paid for a minimum of four (4) hours worked.

ARTICLE 15 - WAGES

Section 1. The following step plans shall apply:

Public Works Maintenance Worker; Water/Wastewater Treatment Operator

Effective ~~January 6, 2020:~~ **December 26, 2022:**

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$23.76	\$24.75	\$25.73	\$26.73	\$27.72	\$28.70	\$29.70
\$25.83	\$26.91	\$27.98	\$29.07	\$30.14	\$31.21	\$32.29

Effective ~~January 4, 2021:~~ **January 8, 2024:**

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$24.47	\$25.49	\$26.51	\$27.53	\$28.55	\$29.57	\$30.59
\$26.60	\$27.72	\$28.82	\$29.94	\$31.04	\$32.15	\$33.26

Effective January 6, 2025:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$27.40	\$28.55	\$29.68	\$30.84	\$31.97	\$33.11	\$34.26

Mechanic

Effective ~~January 6, 2020:~~ December 26, 2022:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$25.63	\$26.70	\$27.77	\$28.84	\$29.91	\$30.97	\$32.04
\$27.87	\$29.03	\$30.20	\$31.36	\$32.52	\$33.68	\$34.84

Effective ~~January 4, 2021:~~ January 8, 2024:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$26.40	\$27.50	\$28.60	\$29.70	\$30.80	\$31.90	\$33.00
\$28.71	\$29.90	\$31.11	\$32.30	\$33.49	\$34.69	\$35.88

Effective January 6, 2025:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$29.57	\$30.80	\$32.04	\$33.27	\$34.49	\$35.73	\$36.96

*There will be an annual wage only reopener for 2022.

New employees shall be brought in at the appropriate step, as determined by the Employer, based on relevant education and experience.

Employees brought in at Step 1 will move to Step 2 after six (6) months of employment, contingent on their meeting the expectations for the position. They will subsequently be moved to Step 3 at their one-year anniversary, contingent on their meeting the expectations for the position.

All employees on Step 3 thru Step 6 will move to the next step on the anniversary date of their employment, contingent on their meeting the expectations for the position. ~~except that employees employed by the City of Waseca as of January 1, 2017 who will move to the next step on the first full pay period following July 1, which will be treated as their anniversary date for the purpose of moving steps going forward.~~

Failure to perform a performance review prior to the date the employee would receive their next step increase will result in the employee receiving the step increase, and for the purposes of, the increase will be considered meeting the expectations for the position. Failure to perform a timely review, and providing the employee a step increase does not indicate an employee is

performing satisfactorily for the reasons of future disciplinary actions or performance improvement measures.

Water/Wastewater Treatment Operators will be required to complete and maintain Water or Wastewater licensing, whichever is applicable as determined by the City, during the course of their employment in order to meet the expectations for the position and progress on the Step Plan. The requirement shall be as follows:

Required License	Required for:
Class D License	Step 7

Incentive pay shall be provided to Water/Wastewater Treatment Operators who achieve and maintain the following certifications:

License & Certification	Incentives
Type IV Certification	+1.45%
Class C License	+1.45%
Class B License	+1.45%
Class A License	+1.45%

Section 2. Shift Differential. A shift differential of 10% of base salary shall be paid to regular employees for work performed on days or hours other than Monday through Friday between 6:00 AM and 6:00 PM, unless it falls outside of the employees scheduled hours as set by the end of shift the preceding Friday or last scheduled day worked, whichever is earlier. If a holiday falls on Monday through Friday, scheduled and/or call out work shall be paid the shift differential.

Typical work hours shall be between 7:00 AM and 3:30 PM, except as where the employee's supervisor informs the employee of the change in schedule by the preceding Friday or last scheduled day worked, whichever is earlier.

Shift Differential will not be paid in conjunction with Overtime.

ARTICLE 16 – OVERTIME

Section 1. All work performed after eight (8) consecutive hours in one day or forty (40) hours in any one week shall be considered as overtime and shall be paid for at the rate of one and one-half (1-1/2) times the hourly rate as specified in Article 15. Employees shall not be required to take time off for the overtime worked.

Section 2. Employees may be assigned overtime work or assigned shifts at the discretion of the Employer. Overtime shall be divided as equally as practicable. Employees shall be required to work overtime unless excused by the Employer. Employees who refuse to work overtime may be subject to disciplinary action.

ARTICLE 17 – VACATIONS

Section 1. All regular Employees employed by this Agreement shall be entitled to a vacation with pay as specified in Article 15 each year in accordance with the following schedule:

One (1) year but less than Twelve (12) years of employment	Three (3) weeks containing fifteen (15), working days 120 hours per year
Twelve (12) years or more of employment	Four (4) weeks containing twenty (20) working days 160 hours per year

Section 2. All full-time Employees in service will accrue vacation days in accordance with the schedule listed above. Vacation shall accrue to all full-time employees for continuous service from the date of initial employment to a full-time position, at the rate of ten (10) hours shall be earned for each month of service where three (3) weeks of vacation applies and 13- 1/3 hours shall be earned for each month of service where four (4) weeks of vacation is entitled.

Section 3. ~~Vacation schedules shall be determined by each department head in accordance with departmental requirements. Earned vacation may be accumulated up to a maximum of twenty-five (25) days. Vacation will not~~

~~accrue or accumulate for more than twenty-five (25) days except upon approval of the City Manager.~~ Vacation schedules shall be determined by each Department Head within department requirements. There shall be no maximum accrual on vacation. Upon retirement or termination of employment the employee shall be paid up to a maximum of two hundred (200) accrued hours.

Section 4. Vacation time shall be compensated at the Employees regular rate of pay. When a holiday occurs during a regular vacation, said holiday shall not be charged against earned vacation time; pay for such holiday shall be added to the Employee's vacation pay. Since the purpose of a vacation is to give an Employee an opportunity to rest and relax, no additional compensation will normally be paid an employee in lieu of vacation.

Section 5. Each Employee who leaves the City employment for any reason, whether voluntary or involuntary, will be paid for earned, unused vacation days that have been earned and not taken.

Section 6. Unauthorized time off will be charged against vacation, if vacation is exhausted time will be charged against sick time.

Section 7. Where there are conflicts over a particular period, the senior Employee shall be given the preference. National Guard and Army Reserve or related leaves will take precedence over vacations where only a limited number of Employees can be let off at any one time.

ARTICLE 18 - LEAVES OF ABSENCE

Section 1. An unauthorized absence from duty during required hours of attendance, whether for a day or more, or for any part of a day, shall be treated as absence without leave. Such absences may be made the grounds for disciplinary action. Where conditions warrant and adequate reasons are given for failure to secure prior authorization, the absence may be authorized by a later grant of leave. If an employee is absent without leave for two (2) calendar weeks, his/her employment with the City automatically terminates.

Section 2. If any Employee is either on an approved leave of absence without pay, or is suspended, or is absent without leave, without securing subsequent authorization for such leave, he/she shall not accrue any vacation or sick leave for the time they were absent or suspended. Vacation and sick leave accruals will be prorated as necessary in order to accomplish this. Any holidays occurring in conjunction with absence without leave, or leave without pay shall be forfeited by the employee.

Section 3. When the interests of the City can be benefited, the City Manager may grant a leave of absence without pay for special reasons for periods beyond those allowable for pay provided the appointing authority is willing, either to allow the position from which leave is taken to remain vacant, or to fill it by temporary appointment until the expiration of such leave.

Section 4. FMLA leaves shall be granted per state and federal laws.

ARTICLE 19 - HOLIDAYS

Section 1. The following days shall be recognized as guaranteed, paid holidays:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day

Section 2. When any of the mentioned holidays fall on a Saturday, the preceding day will be the observed holiday. When any of the mentioned holidays fall on a Sunday, the following day will be the observed holiday. All regular Employees required to work on the day recognized as one of the above designated holidays shall receive, in lieu of the holiday, pay at two and one-half (2-1/2) times regular pay as specified in Article 15. Any other than the above municipal holidays, created by the State Legislature, are not guaranteed holidays.

Section 3. Each full-time Employee will be entitled to one (1) personal day which must be used within the calendar year that it is earned. The day of the use of the personal day will be at the Employee's discretion subject to approval by the department head.

ARTICLE 20 - SICK LEAVE

Section 1. Each Employee shall earn sick leave from date of employment at the rate of eight hours per month. Employees are entitled to paid leave for illness to the extent of accumulated sick leave.

Section 2. An employee may use personal sick leave benefits provided by the Employer for absences due to an illness of or injury to the employee's child, as defined in section 181.940, subdivision 4, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury.

- A. For the purpose of this section, "child" includes a stepchild and a biological, adopted, and foster child.
- B. For the purpose of this section, "grandchild" includes a step-grandchild, and a biological, adopted, and foster grandchild.

Section 3. Employees may apply sick leave for personal medical care requiring the services of a doctor, dentist, optometrist or other professional medical services.

Section 4. Employees are required to follow the following three steps to be eligible for sick leave:

1. Report immediately to the Employer the reason for the absence.
2. If the absence is more than three (3) days in length, the Employee must keep the Employer informed of the Employee's physical condition; and

3. If required by the Employer, Employees must submit proper medical certificate for absences exceeding three (3) days.

Section 5. Employees who claim sick leave when physically and mentally fit unless under specific provision of this Agreement shall be subject to disciplinary action.

Section 6. Employees may accumulate a maximum of one thousand (1,000) hours of sick leave.

ARTICLE 21 - INSURANCE

~~Section 1. The City will contribute eighty percent (80%) of the cost of family coverage for major medical coverage, hospitalization plan to cover all Employees, during the life of this agreement. For Employees electing single coverage for major medical coverage and hospitalization, the City will pay 100% of the premium cost for such single coverage and shall rebate to the Employee taking single coverage, the sum of \$100.00 for each full month the employee does not take family coverage.~~

Section 1. The City will contribute the following for each level of coverage for major medical coverage, hospitalization plan to cover all employees during the life of this agreement.

Single	\$950.00
Employee+1	\$1,750.00
Family	\$2,500.00

There shall be an insurance reopener for years 2024 and 2025.

The City will pay the full premium for up to one hundred thousand dollars (\$100,000.00) in term life insurance coverage for each employee. Employees not choosing dependent coverage cannot be covered at Employer's expense for any additional insurance than the individual group health and life insurance. Additional life insurance can be purchased by employees at the employee's expense to the extent allowed under the Employer's group policy.

The City will pay the full premium for disability coverage for each employee. Such disability coverage will provide for a ninety (90) day waiting period before eligibility for payment after a disability, with such disability payments

to be 66-2/3rds of employee's base salary to a maximum of six thousand dollars \$6,000.000 per month.

Section 2. Employees eligible for retirement and who retire from City employment may elect to leave with the City monies otherwise due them in the form of severance pay for the purpose of City payment of health insurance contributions under the following conditions:

1. The amount of severance pay due is more than four thousand (\$4,000.00) dollars;
2. The employee signs a form indicating that the employee gives up any and all rights to the severance pay monies in perpetuity and that any monies in the account revert to the City in the event of the death of the employee and dependent (if any dependent is named); and
3. The Federal Internal Revenue Service (IRS) agrees that payments by the City of insurance premiums from City retained individual employee severance pay accounts can be a tax free payment from a non-taxed account as described above.

A ruling from the IRS that such accounts are taxable to the employee or that the amount of payments from such accounts is taxable to the employee will terminate this provision and result in City payment of all monies in such accounts to the employees with all legally required deductions.

Section 3. Annuity. The Employer has an annuity that employees may participate in, at the employee's own expense (see Employee's Benefit book).

ARTICLE 22 - BEREAVEMENT LEAVE

Employees will be granted up to four days of funeral leave per year. Funeral leave shall not accrue from year to year. Employees will be permitted to use up to four consecutive working days per year, with pay, as funeral leave upon the death of an immediate family member. This paid leave will not be deducted from the employee's vacation or sick leave balance. Immediate family members (for purposes of funeral leave) are an employee's parent, step-parent, spouse, child or step-child, sibling or step-sibling, grandparent or

step-grandparent, grandchild or step-grandchild, mother-in-law or father-in-law, grandparent-in-law, sibling-in-law or member of the immediate household.

The actual amount of time off, and funeral leave approved, will be determined by the supervisor or Director depending on individual circumstances (such as the closeness of the relative, arrangements to be made, distance to funeral, etc.).

ARTICLE 23 - INJURY LEAVE

Section 1. Injury leave, as distinguished from sick leave, shall mean leave with pay given to an employee due to absences from duty caused by accident or injury as defined in the Worker's Compensation Act of the State of Minnesota as amended, arising out of and in the course of City employment.

Section 2. The employee agrees and shall be obligated to turn over to the City all amounts he receives as temporary weekly compensation under the Act.

Section 3. Any full-time employee who has been employed by the City at least six (6) months, injured on his regular job, shall be entitled to full pay to a period of ninety (90) calendar days while he is absent from work by reason of such injury and receiving Worker's Compensation payments for lost time. If any portion of the day is reimbursed to the employee by Worker's Compensation for lost time, that portion will be counted toward the ninety (90) day time period. These benefit checks will be endorsed over to the City. At the employee's option the accrued sick leave will not be charged until after and beginning with the ninety first (91st) day of absence from work by reason of such injury. An employee who claims an absence from work due to any injury sustained on his regular job is subject to examination to be made on behalf of the City by a person competent to perform the same and as is designated by the City. Where doubt exists as to the employee's physical and mental capability to perform the Employer shall have the right to require the employee to take a medical examination at the City's expense at a reasonable time.

Section 4. Nothing in this Article shall be construed to limit the City's rights and authority as specified in Article 4.

ARTICLE 24 – MILITARY LEAVE TRAINING

Each employee of the City who is a member of a Reserve or National Guard unit shall be entitled to a Military Leave not to exceed two (2) weeks in any calendar year when required to engage in duty in such unit. No such employee shall be subjected to any loss or reduction of vacation or holiday privileges due to such absences. While engaged in such duty the City shall pay the difference, if any, between the employee's compensation for military activities and his/her regular compensation.

ARTICLE 25 – JURY SERVICE

When an employee has been absent from work because of jury service, he/she shall be paid his/her regular salary by the Employer with the understanding that, at the completion of his/her jury service, he/she shall present their jury service check to the Finance Director.

ARTICLE 26 – SEVERANCE PAY

Employees retiring and leave employment in good standing after reaching the minimum age established by the Public Employees Retirement Act shall receive forty-two percent (42%) of his or her accumulated sick leave, up to a maximum of 520 hours as severance pay. Severance pay **MUST** be remitted by the City to the Minnesota State Retirement System to be deposited in a Post-Retirement Health Care Savings Plan for the employee as authorized and governed by Minnesota Statutes Section 352.98. The employee will not have the option of receiving these funds in cash or having them applied for any other purpose. No employer contribution shall be made to the Plan, and the City shall have no responsibility or liability for management or disbursement of any funds remitted to the Plan.

In the event of death or permanent disability, employees or their legal survivors shall receive this severance pay.

A ruling from the IRS that such accounts are taxable to the employee or that the amount of payments from such accounts is taxable to the employee terminates this provision and results in City payment of all monies in such accounts to the employees with all legally required deductions.

ARTICLE 27 - TRAINING

Section 1. The need for training is always indicated by the existence of some particular condition or group of conditions, or by some situation which, if improved or modified, will increase the efficiency of the employees. The City of Waseca encourages employees to recommend specific areas of training needs or training programs which may bring about improvements in their productivity.

Section 2. When a training program is selected by the City and the employee is assigned to attend, reasonable costs incurred in such training shall be paid according to City policy. For non-exempt employees, overtime will be paid only when an hourly employee is required by the Employer to attend the training and actual training and travel time is in excess of eight (8) hours per day.

Section 3. The City shall cover the costs related to Water/Wastewater Operators obtaining and maintaining licensure when that license is required and approved by the City Manager or his/her designee. Related to costs for licensure exams, the City shall pay for no more than two (2) attempts for each level of licensure.

ARTICLE 28 - EQUIPMENT

Section 1. The City agrees to provide safe working conditions for its employees, and employees agree that they will be aware of, know the uses of and will in all instances use all the safety equipment furnished to them by the City.

Section 2. The City shall furnish all rubber coats, hats, boots, rubber boots, gloves, hard hats and all other necessary equipment meeting OSHA standards

for employee protection, as determined by the Employer, and it is the rule of the parties hereto that such protective equipment be used.

Safety Shoes/Boots. The City will provide any necessary safety shoes/boots and insulated shoes/boots as required under Section 2 of this Article for the safety and well-being of the employees. The Employer shall determine the need for such equipment on a case-by-case basis and based on the requirements of the employee's job duties.

Safety Glasses. The City will reimburse employees up to \$350.00 for the purchase or repair of prescription or non-prescription OSHA and ANSI Z87.1(current standard) approved safety glasses. This reimbursement shall be for up to one (1) pair of glasses per employee per year. In the event of damage or destruction that is work related, the City may replace or repair the damaged/destroyed safety glasses without regard to this limitation.

Safety Equipment. Specific safety equipment may be identified after departmental or project review. Should such equipment needs be identified, the CITY will purchase the equipment needed by departmental employees.

Requests for reimbursement must be accompanied by a copy of the receipt.

Section 3. The City will provide suitable outer garments intended to protect employees clothing from usual wear and damage from oils, grease, tar or sewage, e.g., while performing such duties as automotive maintenance, crack filling, work in inclement weather or sewage pumping. Such clothing will remain in the property of the City and will be maintained and replaced by the City as needed.

ARTICLE 29 - WAIVERS

Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 30 – AFFIRMATIVE ACTION

The Union agrees that this Agreement is subject to the Affirmative Action Policy of the Employer and that cooperation will be given to ensure that no individual shall be discriminated against with respect to compensation, hours or conditions of employment because of race, color, religion, sex or national origin.

ARTICLE 31 – SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota and the signed municipality. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction, from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect. The parties will attempt to work out an alternative solution to the voided provision.

ARTICLE 32 – TERMINATION

This Agreement shall remain in full force and effect from the 1st day of January, ~~2020~~ 2023, to the 31st day of December ~~2022~~2025, with an annual wage only reopener in year 2 and 3 of the Agreement, and shall be automatically renewed from year to year thereafter unless either of the parties shall notify the other in writing by July 1, ~~2022~~2025, or July 1 of each succeeding year that it desires to modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

For: City of Waseca

For: International Union of
Operating Engineers Local 70

~~Lee Mattson~~, City Manager
Carl Sonnenberg,

~~David Monsour~~, Business Manager
Scott Marsyla,

Michael Dowdle, President

Linda Powers, Recording Secretary

~~Dan Wietman~~, Business Representative
Drew Brodeen,

Jason Schmidt, Steward

~~Jason Muellerlelie~~, Steward
Eric Straube,

Date:

Date:

DB/ taf /opeiu#12
Contracts/City Waseca PW

LETTER OF AGREEMENT #1

City of Waseca, hereinafter referred to as the Employer, and the International Union of Operating Engineers, Local 70, AFL-CIO, hereinafter referred to as the Union, agree to the following:

The current policy which was approved by Council action on November 16, 2004 is as follows and will be followed for the duration of the contract effective January 1, ~~2020~~ 2023.

Compensatory Time: The following conditions shall apply to the accrual and use of compensatory time for all City employees eligible to receive compensatory time. Employees will be compensated for authorized overtime work by either allowing the employee time off or by monetary compensation both at a rate of one and one half (1-1/2) times regular pay. Adequate records will be maintained by the employee and the Finance Department. Prior to working overtime hours, an employee must receive authorization from his/her supervisor and an agreement must be made whether the time will be compensated monetarily or with compensatory time. Unless otherwise specified by a labor contract, one and one half (1-1/2) hours of compensatory time shall be earned for each full hour of authorized overtime worked. Employees may earn a maximum total of ~~forty (40)~~ forty two (42) hours of compensatory time in anyone fiscal year. Once an employee has accumulated forty (40) hours of compensatory time, all further hours for overtime or stand by shall be compensated at the rate of time and one half the employee's regular rate of pay.

Compensatory time will be paid out or taken before the first pay period in December.

For the term of this agreement only, Public Works employees classified as Public Works Maintenance Workers, Mechanic and Assistant Mechanic only, may earn a maximum total of ~~eighty (80)~~ eighty one (81) hours of compensatory time.

For: City of Waseca

~~Lee Mattson~~, City Manager
Carl Sonnenberg,

Date:

DB/ taf /opeiu#12

For: International Union of
Operating Engineers Local 70

~~David Monsour~~, Business Manager
Scott Marsyla,

~~Dan Wietman~~, Business Representative
Drew Brodeen,

Jason Schmidt, Steward

~~Jason Muellerlelie~~, Steward
Eric Straube,

Date:

LETTER OF AGREEMENT #2
General Wage Increase

City of Waseca, hereinafter referred to as the Employer, and the International Union of Operating Engineers, Local 70, AFL-CIO, hereinafter referred to as the Union, agree to the following:

This correspondence serves to confirm the bargaining unit's agreement to apply the 'Me Too' agreement for wages in the ~~2020 – 2022~~ **2023-2025** calendar years.

The 'Me Too' agreement assures that if any general wage increase (Cost of Living Adjustment) is given to any employee(s) at the City of Waseca, it will also be given to all IUOE Local 70 represented employees, employed by the City. The wage increase shall be implemented for all union employees using the same provisions as used for the initial employee(s) wage increase.

For: City of Waseca

For: International Union of
Operating Engineers Local 70

~~Lee Mattson~~, City Manager
Carl Sonnenberg,

~~David Monsour~~, Business Manager
Scott Marsyla,

~~Dan Wietman~~, Business Representative
Drew Brodeen,

Jason Schmidt, Steward

~~Jason Muellerlelie~~, Steward
Eric Straube,

Date:

Date:

DB/ taf /opeiu#12

LETTER OF AGREEMENT #3
Seasonal Work Hours Agreement
(For Public Works Maintenance Worker (Streets division only),
Mechanic and Assistant Mechanic)

City of Waseca, hereinafter referred to as the Employer, and the International Union of Operating Engineers, Local 70, AFL-CIO, hereinafter referred to as the Union, agree to the following:

- Monday thru Thursday work hours 6:30 a.m. to 5:00 p.m. with a thirty (30) minute unpaid lunch period. This equals four (4) ten (10) hour days for a total of forty (40) hours.
- One Maintenance Worker and either one Mechanic or Assistant Mechanic employee (alternating) will work five (5) eight (8) hour days so that someone is available on Friday. Hours for these employees will be Monday thru Thursday from 6:30 a.m. to 3 p.m. with a thirty (30) minute unpaid lunch period and Friday from 7:00 a.m. to 3:30 p.m. with a thirty (30) minute unpaid lunch period.
- A time-off request for Friday by the employee working the five (5) eight (8) hour days shall not be approved without alternate coverage approval of the supervisor.
- A work week that includes a paid holiday shall revert to eight (8) hour work days.
- On the ten (10) hour work days, overtime compensation is eligible after the ten (10) hour work day.
- The summer work hours shall be in effect from May through October.
- The City or the Union may end the summer hours for any reason at any time based on unforeseen circumstances. Any changes will begin on the first day of the work week.

- The City or the Union agree that the summer hours shall maintain existing work coverage and work expectations of the City as an agreement of good faith.
- Employee benefits not addressed in this agreement are not changed because of this agreement.
- Employee time off requests (sick and vacation) shall be based on a ten (10) hour work day.
- Shift differential shall only be paid once seasonal work hours have been satisfied. This shall include the employees working Monday through Friday after they have satisfied their seasonal work hours.

For: City of Waseca

For: International Union of
Operating Engineers Local 70

~~Lee Mattson~~, City Manager
Carl Sonnenberg,

~~David Monsour~~, Business Manager
Scott Marsyla,

~~Dan Wietman~~, Business Representative
Drew Brodeen,

Jason Schmidt, Steward

~~Jason Muellerlelie~~, Steward
Eric Straube,

Date:

Date:

DB/ taf /opeiu#12

LETTER OF AGREEMENT #4

This Letter of Agreement (“LOA”) is made by and between the City of Waseca (“Employer”) and International Union of Operating Engineers, Local No. 70 (“Union”).

WHEREAS, the Union is the exclusive representative for certain employees of the Employer in the appropriate unit (“Bargaining Unit Employees”), including employees in the position of Water Utility/Wastewater Treatment Plant Operator;

WHEREAS, the Employer and Union are parties to a labor contract (the “Agreement”);

WHEREAS, no Employer employee will be in the position of Supervisor – WWTP, a non-bargaining unit position, effective October 13, 2014 and for an indefinite time;

WHEREAS, as a result of this, Employer may deem it necessary to assign employees in the position of Water Utility/Wastewater Treatment Plant Operator to perform certain additional duties and responsibilities that were performed by Supervisor - WWTP;

WHEREAS, the assignment of these duties and responsibilities may in certain circumstances result in a material increase in the nature, level and/or quantity of work for the Bargaining Unit Employees assigned; and

WHEREAS, the City and Union desire to establish the wage differential to be paid to Bargaining Unit Employees assigned to perform these certain additional duties and responsibilities in the absence of an employee in the position of Supervisor - WWTP.

NOW, THEREFORE, all parties hereto, in consideration of their mutual covenants and understandings to be performed, as hereinafter set forth, understand as follows:

Article 1. Wage Differential

A Bargaining Unit Employee in the position of Water Utility/Wastewater Treatment Plant Operator shall be paid the following in addition to any other compensation otherwise owing to the employee, subject to Employer discretion and any employee performance review process established by the Employer, for such time worked in which he or she is expressly assigned on an ongoing basis to perform the following duties and responsibilities of the Supervisor – WWTP position by Utilities Director or his or her designee:

- A. Laboratory Assistant Coordinator: up to 5.0% of base hourly rate of the Bargaining Unit Employee specified Article 15, Sections 1 and 2 of the Labor understanding.

- B. Biosolids Assistant Coordinator = up to 5.0% of base hourly rate of the Bargaining Unit Employee specified Article 15, Sections 1 and 2 of the Labor understanding.
- C. NPDES Permit Assistant Coordinator = up to 1.0% of base hourly rate of Bargaining Unit Employee specified Article 15, Sections 1 and 2 of the Labor understanding.

The performance of any employee being paid a wage differential will be reviewed by the Employer. Based on the review, the Employer may change or eliminate the wage differential for the employee. This wage differential is wholly independent of and shall not be included in determining pay owing to the employee related to time not worked, which includes, but is not limited to, holiday, sick leave and vacation time. This wage differential shall be included in determining pay owing to the employee related to time worked while assigned the above-duties and responsibilities, which includes, but is not limited to, overtime and call back time.

Article 2. Entire Understanding

This LOA constitutes the entire understanding among the parties hereto. No representations, warranties, covenants, or inducements have been made to any party concerning this LOA, other than the representations, covenants, or inducements contained and memorialized in this LOA. This LOA supersedes all prior negotiations, oral and written understandings, policies and practices with respect thereto addressing the specific subject matter addressed in this LOA.

Article 3. Waiver of Bargaining

While this LOA is in full force and effect, Employer and Union each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this LOA.

Article 4. Limitations

This LOA is intended for the sole and limited purpose specified herein. This LOA cannot be construed to be nor does it constitute or establish any admission of the Employer, precedent, past practice or otherwise place any prohibition or limitation on any management right of the Employer except as otherwise prohibited or limited by the express terms of this LOA. The Employer expressly reserves the right to exercise all of its management rights without limitation, including the right to make any decision and implement any such decision related to the assignment at issue in its sole discretion.

Article 5. Amendment or Modification

This LOA or any of its terms may only be amended or modified by a written instrument that: (1) expressly states it is amending or modifying the LOA; and (2) is signed by or on behalf of all of the parties hereto or their successors in interest.

Article 6. Voluntary Understanding of the Parties

The parties hereto acknowledge and agree that this LOA is voluntarily entered into by all parties hereto as the result of arm’s-length negotiations during which all such parties were represented.

Article 7. Effective Date

This LOA is effective on the latest date affixed to the signatures on the next page.

Article 8. Termination

This LOA may only be terminated by a written instrument that: (i) expressly states it is terminating the LOA, (ii) is signed by or on behalf of either party and (iii) is delivered either: (a) at least 30 calendar days both before: (1) the date the party desires that the LOA be terminated and (2) the expiration date of this LOA as stated in Article 9, personally with written acknowledgment of receipt completed by the recipient in which case the LOA will terminate on the desired termination date or (b) at least 33 calendar days both before: (1) the date the party desires that the LOA be terminated and (2) the expiration date of this LOA as stated in Article 9, by certified mail, return receipt requested in which case the LOA will terminate on the desired termination date. To be effective, the notice must be delivered to the designated representatives of the other party below.

A. To City:

City Manager
City of Waseca
508 South State Street
Waseca, MN 56093-3033

B. To Union:

~~Dan Wietman~~ Drew Brodeen
International Union of Operating Engineers Local Union No.70
2722 County Road D East
White Bear Lake, MN 55110

Until the LOA is terminated as described in this Article, the LOA in its entirety shall remain in full force and effect. If the LOA is terminated as described in this Article, the LOA will no longer be in force or effect, effective the calendar day after the termination date and components of items addressed in and related to Article 1 of this LOA in effect as of the calendar day immediately preceding the effective date of this LOA; including, but not limited to, practices, Labor Agreement language and other aids in contract interpretation; will revert back to the status quo as of the calendar day immediately preceding the effective date of this LOA and treated as if this LOA were never negotiated nor entered into.

Article 9. Expiration

This LOA will expire and no longer be in force or effect, effective on the effective date of the subsequent Labor Agreement between the parties.

IN WITNESS HEREOF, the parties hereto have made this LOA on the latest date affixed to the signatures hereto.

For: City of Waseca

For: International Union of
Operating Engineers Local 70

~~Lee Mattson~~, City Manager
Carl Sonnenberg,

~~David Monsour~~, Business Manager
Scott Marsyla,

~~Dan Wietman~~, Business Representative
Drew Brodeen,

Jason Schmidt, Steward

~~Jason Muellerlelie~~, Steward
Eric Straube,

Date:

Date:

DB/ taf /opeiu#12

LETTER OF AGREEMENT - #5

The City of Waseca (Public Works), hereinafter referred to as the Employer, and the International Union of Operating Engineers, Local 70, hereinafter referred to as the Union, agree to the following:

In the event the City of Waseca recognizes Juneteenth as an official holiday. This holiday shall be entered into Article 19 – Holidays.

For: City of Waseca

For: International Union of Operating Engineers, Local No. 70

Carl Sonnenberg, City Manager

Scott Marsyla, Business Manager

Date: _____

Drew Brodeen, Business Representative

Jason Schmidt, Union Steward

Eric Straube, Union Steward

Date: _____

DB/taf/opeiu#12
City Waseca PW LOA
(5/19/23)

LETTER OF AGREEMENT - #6
Flexible Hours
Waste Water Treatment Plant

The City of Waseca (Public Works), hereinafter referred to as the Employer, and the International Union of Operating Engineers, Local 70, hereinafter referred to as the Union, agree to the following:

1. For the period of _____ 2023 to _____ 2023, the Waste Water Treatment Operations shall have the option to work the following hours:
 - A) Two (2) full-time employees shall work five (5) eight (8) hour days.
 - B) One (1) full-time employee shall work four (4) ten (10) hour days.

2. This Letter of Agreement shall be on a trial basis and may be updated for the 2024-2025 period.

For: City of Waseca

For: International Union of Operating Engineers, Local No. 70

Carl Sonnenberg, City Manager

Scott Marsyla, Business Manager

Date: _____

Drew Brodeen, Business Representative

Jason Schmidt, Union Steward

Eric Straube, Union Steward

Date: _____

DB/taf/opeiu#12
City Waseca PW LOA Flex
(05/18/23)

Title:	Approve Residential Tax Abatement for 1025 Clear Lake Drive (PID 017.710.0330)		
Meeting Date:	June 6, 2023	Agenda Item Number:	6H
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	<ul style="list-style-type: none"> Residential Tax Abatement Agreement Resolution 23-25
Originating Department:	Economic Development	Presented By:	Economic Development Manager
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Approve Resolution 23-25, granting residential tax abatement for 1025 Clear Lake Drive and approval for signature to Residential Tax Abatement Agreement		
How does this item pertain to Vision 2030 goals?	Developing High Quality Community Assets		

BACKGROUND: The City Council has already authorized this parcel as eligible for tax abatement through Resolution 21-55.

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 21-55

RECOMMENDATION: Staff recommends approval of Resolution 23-25 and Residential Tax Abatement Agreement for 1025 Clear Lake Drive.

RESOLUTION NO. 23-25

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

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

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

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

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

WHEREAS, the City proposes to use tax abatement for the purposes provided for in the Abatement Law and the Abatement Policy (and hereinafter defined). The proposed term of the abatements for each eligible property that satisfies the conditions for abatement established herein (“the qualifying parcels”) will be for a term not to exceed six 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 Gerald E. Schoenfeld and Susan J. Schoenfeld (1025 Clear Lake Drive) Parcel ID #17.710.0330.

Adopted this ____ day of June 2023.

RANDY L ZIMMERMAN
MAYOR

ATTEST:

JULIA HALL
CITY CLERK

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

RESIDENTIAL TAX ABATEMENT AGREEMENT

BY AND BETWEEN

CITY OF WASECA, MINNESOTA AND

AND

Gerald E. Schoenfeld and Susan J. Schoenfeld

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RESIDENTIAL TAX ABATEMENT AGREEMENT

THIS AGREEMENT, made as of the 6 day of June, 2023, by and among the City of Waseca, Minnesota, a Minnesota municipal corporation (the “City”) and Gerald E. Schoenfeld and Susan J. Schoenfeld, a married couple (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 1025 Clear Lake Drive in the City, Parcel No. 177110300 (the “Property”), and the City has determined that the Property has qualified for tax abatement pursuant to the City’s Residential Tax Abatement Policy; and

WHEREAS, the City has approved abatement of the increased portion of the City’s share of ad valorem property taxes on the Property derived from the value of the residential development of the Property for a period not to exceed SIX (6) years, specifically with respect to the payable 2025 through 2030 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 Gerald E. Schoenfeld and Susan J. Schoenfeld; and their heirs, successors and assigns;

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

Project means the construction of a 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 2025 through 2033 property taxes, in a total amount not to exceed \$20,458.85, pursuant to the specific provisions of Section 3.8;

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

- (1) The City is a municipal corporation organized under the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.
- (2) The City Abatement Program was created, adopted and approved in accordance with the terms of the Tax Abatement Act.
- (3) The City has made the findings required by the Tax Abatement Act for the Tax Abatement Program.
- (4) This Agreement has been duly approved by the City Council of the City and the execution and delivery of this Agreement has been authorized by such City Council.

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

- (1) The Developer is a married couple and residents of the State and has the power to enter into the Agreement and to perform its obligations hereunder and is not in violation of any local, state or federal laws.
- (2) The Developer will cause the Project to be constructed in accordance with the terms of the Agreement, the Project Plans, and all local, state, and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations, City Policy and Code).
- (3) The Developer will obtain or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Project may be lawfully constructed. Without in any way limiting the foregoing, the

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

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

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

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

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

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

ARTICLE III

UNDERTAKINGS BY DEVELOPER AND CITY

Section 3.1 Construction of Project and Reimbursement of Cost.

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

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

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

Section 3.3 Commencement and Completion of Construction.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 3.8 Tax Abatements.

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

(2) The Tax Abatement shall be for a duration not to exceed SIX (6) years and shall apply to the City's share of ad valorem property taxes on the Property derived from the value of the residential development of the Property and paid by the Developer, beginning with taxes payable in 2026 and continuing through taxes payable in 2031 in the lesser amount annually of \$3,409.81 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, 2026 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, 2026 and including February 1, 2031, 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:

Gerald E. Schoenfeld and Susan J. Schoenfeld
1025 Clear Lake Drive
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, 2032 (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.

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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 # 17.710.0300

Lot 003, Block 001
West Shores Third Subdivision
Waseca City
aka
1025 Clear Lake Drive
Waseca, MN 56093

Title:	RESOLUTION NO. 23-22 AUTHORIZING A GRANT CONTRACT WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION (MNDOT) FOR WASECA MUNICIPAL AIRPORT MAINTENANCE AND OPERATION COSTS		
Meeting Date:	June 6, 2023	Agenda Item Number:	6I
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. 23-22 MnDOT Grant Contract
Originating Department:	Engineering	Presented By:	Consent Agenda
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to adopt Resolution No. 23-22 authorizing a grant agreement with MnDOT for Waseca Municipal Airport maintenance and operation costs		
How does this item pertain to Vision 2030 goals?	Creating high quality community assets.		

BACKGROUND: On May 18th, City staff received a Minnesota Department of Transportation (MnDOT) contract agreement for Waseca Municipal Airport maintenance and operation grant funding during State fiscal years 2024 and 2025. This agreement requires City Council authorization before it can go into effect.

BUDGET IMPACT: If approved, a total of \$44,304 (\$22,152 per fiscal year) will be available for the reimbursement of Waseca Municipal Airport maintenance and operation costs.

RECOMMENDATION: Staff recommends the Waseca City Council adopt Resolution No. 23-22 authorizing a grant contract with MnDOT for Waseca Municipal Airport maintenance and operation costs.

STATE OF MINNESOTA
AIRPORT MAINTENANCE AND OPERATION GRANT CONTRACT

State Project Number (S.P.): A8101-MO24
State Project Number (S.P.): A8101-MO25

This contract is between the State of Minnesota, acting through its Commissioner of Transportation (“State”) and City of Waseca acting through its City Council (“Recipient”).

RECITALS

1. Minnesota Statutes §§360.015 and 360.305 authorize State to provide financial assistance to airports for maintenance and operation activities.
2. Recipient owns, operates, or controls an airport (“Airport”) in the state system, and Recipient desires financial assistance from the State for maintenance and operation activities for State Fiscal Year 2024 and State Fiscal Year 2025.
3. Recipient represents that it is duly qualified and agrees to perform all services described in this contract to the satisfaction of the State.

CONTRACT TERMS

1. Term of Contract and Survival of Terms

- 1.1. **Effective Date:** This contract will be effective on July 1, 2023, or the date State obtains all required signatures under Minnesota Statutes §16B.98, subdivision 5, whichever is later. As required by Minnesota Statutes §16B.98 Subd. 7, no payments will be made to Recipient until this contract is fully executed.
- 1.2. **Expiration Date:** This contract will expire on June 30, 2025.
- 1.3. **Survival of Terms:** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this contract, including, but not limited to, the following clauses: 9. Indemnification; 10. State Audits; 11. Government Data Practices; 13. Governing Law, Jurisdiction and Venue; and 14. Data Disclosure.

2. Recipient’s Duties

- 2.1. Recipient will operate and maintain the Airport in a safe, serviceable manner for aeronautical purposes only for the use and benefit of the public.
- 2.2. The Recipient will keep the runway and the area around the lights mowed at the Airport. The grass must be mowed at least 7 feet beyond the lights, and the grass must not exceed 6 inches in height on the landing area. The areas around any navigational aids will be mowed and plowed to keep the area clear for access by a vehicle.
- 2.3. If the Airport remains operational during the winter months, the Recipient will keep at least one runway, associated taxiway, and apron area cleared of snow and ice to the same priority as arterial roads. Snow banks must be limited in height so that aircraft wings, engines, and propellers will clear them. Landing strip markers and/or lights must remain visible.

- 2.4. If the State contracts for the periodic paint striping of the Airport's runways and taxiways during the term of this Contract, the Recipient will cooperate with the marking operation. The Recipient must coordinate seal coat pavement maintenance projects with the State to maximize the pavement marking life.
- 2.5. The Recipient will allow a representative of the State's Office of Aeronautics access to any area of the Airport necessary for the purpose of periodic inspections.
- 2.6. The Recipient will promptly pay all utility bills, including those required for navigational aids.

3. Recipient's Assurances

- 3.1. In accordance with Minnesota Statutes § 360.305, subdivision 4, Recipient assures the State that Recipient will operate and maintain the Airport in a safe, serviceable manner for public aeronautical purposes only for a period of one year from the date the Recipient receives final reimbursement under this contract.
- 3.2. Recipient represents and warrants that Recipient has established a zoning authority for the Airport, and such authority has completed, or is in the process of and will complete, with due diligence, an airport zoning ordinance in accordance with Minnesota Statutes §§ 360.061 to 360.074.
- 3.3. Recipient will comply with all required grants management policies and procedures set forth through Minnesota Statutes §16B.97, Subd. 4 (a) (1).

4. Third-Party Contracting

- 4.1. Recipient will comply with all applicable local, state, or federal laws, regulations, policies and procedures in the procurement of goods and services funded in whole or in part under this Contract.

5. Consideration and Payment

- 5.1. **Consideration.** State will pay for all eligible telecommunication, maintenance, and operation costs incurred by Recipient under this Contract as follows:
 - 5.1.1. **Basis.** Recipient will be reimbursed for 100% of telecommunication costs associated with the operation of state-owned navigational aids. Recipient will be paid for 75% of all other eligible maintenance and operation costs not reimbursed by any other source. Eligible maintenance and operations costs will be determined at the sole discretion of State's Authorized Representative.
 - 5.1.2. **Telecommunication Amount.** State has currently obligated \$0.00 in each State fiscal year to reimburse eligible telecommunication costs at 100%.
 - 5.1.3. **Maintenance and Operation Amount.** State has currently obligated \$22,152.00 in each State fiscal year to reimburse other eligible costs at 75%.
 - 5.1.4. **Total Obligation.** The total obligation of State for all compensation and reimbursements to Recipient under this contract will not exceed \$44,304.00 (State fiscal years 2024 and 2025).
- 5.2. **Payment.**
 - 5.2.1. **Invoices.** The Recipient must submit a reimbursement request of its eligible costs to the Director of the Office of Aeronautics on a quarterly basis or as directed by State's Authorized Representative. The State's Office of Aeronautics will supply the reimbursement request forms which Recipient must submit. Reimbursement requests must be submitted according to the following schedule:
 - On or after October 1, **and no later than November 15**, for the period July 1 through September 30.
 - On or after January 1, **and no later than February 15**, for the period October 1 through December 31.
 - On or after April 1, **and no later than May 15**, for the period January 1 through March 31.
 - On or after July 1, **and no later than August 15**, for the period April 1 through June 30.The State may reject costs that the State determines are not eligible maintenance and operations expenses.
 - 5.2.2. **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

- 5.2.3. **State's Payment Requirements.** State will promptly pay all valid obligations under this contract as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Recipient's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Recipient within ten days of discovering the error. After State receives the corrected invoice, State will pay Recipient within 30 days of receipt of such invoice.
- 5.2.4. **Grant Monitoring Visit and Financial Reconciliation.** If State's total obligation is greater than \$50,000 in section 5.1.4, above, during the period of performance the State will make at least one monitoring visit and conduct annual financial reconciliations of Recipient's expenditures. The State's Authorized Representative will notify Recipient's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Recipient staff members should be present. Recipient will be provided notice prior to any monitoring visit or financial reconciliation. Following a monitoring visit or financial reconciliation, Recipient will take timely and appropriate action on all deficiencies identified by State. At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Recipient.
- 5.2.5. **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

6. Conditions of Payment

- 6.1. All services provided by Recipient under this contract must be performed to State's satisfaction, as determined at the sole discretion of State's Authorized Representative and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations, including business registration requirements of the Office of the Secretary of State. Recipient will not receive payment for work found by State to be unsatisfactory or performed in violation of federal, state or local law. In addition to the foregoing, Recipient will not receive payment for Airport's failure to pass periodic inspections by a representative of the State's Office of Aeronautics.

7. Authorized Representatives

- 7.1. **State's Authorized Representative.** State's Authorized Representative will be:

Name/Title: Jenny Bahneman, Grants Specialist Coordinator
Address: Office of Aeronautics,
395 John Ireland Boulevard, Mail Stop 410
Saint Paul, Minnesota 55155
E-Mail: jenny.bahneman@state.mn.us

State's Authorized Representative or his /her successor, will monitor Recipient's performance and has the authority to accept or reject the services provided under this contract. If the Recipient's duties are performed in a satisfactory manner, the State's Authorized Representative will accept each reimbursement request submitted for payment.

- 7.2. **Recipient's Authorized Representative.** Recipient's Authorized Representative will be:

Name/Title: Nate Willey, City Engineer
Address: 508 South State Street, Waseca, MN 56093
Telephone: (507) 835-9716
E-Mail: natew@ci.waseca.mn.us

If Recipient's Authorized Representative changes at any time during this contract, Recipient must immediately notify State.

8. Assignment, Amendments, Waiver and Contract Complete

- 8.1. **Assignment.** Recipient may neither assign nor transfer any rights or obligations under this contract without the prior consent of State and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this contract, or their successors in office.
- 8.2. **Amendments.** An amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 8.3. **Waiver.** If State fails to enforce any provision of this contract that failure does not waive the provision or State's right to subsequently enforce it.
- 8.4. **Contract Complete.** This contract contains all prior negotiations and agreements between State and Recipient. No other prior understanding regarding this contract, whether written or oral, may be used to bind either party.
- 8.5. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 8.6. **Certification.** By signing this Agreement, the Recipient certifies that it is not suspended or debarred from receiving federal or state awards.

9. Indemnification

- 9.1. In the performance of this contract by Recipient, or Recipient's agents or employees, and to the extent permitted by law, Recipient must indemnify, save and hold State, its agents, and employees harmless from any and all claims or causes of action, including reasonable attorney's fees incurred by State, to the extent caused by Recipient's: 1) intentional, willful or negligent acts or omissions; 2) breach of contract or warranty; or 3) breach of the applicable standard of care. The indemnification obligations of this section do not apply if the claim or cause of action is the result of State's sole negligence. This clause will not be construed to bar any legal remedies Recipient may have for State's failure to fulfill its obligation pursuant to this contract.

10. State Audits

- 10.1. Under Minnesota Statutes § 16B.98, Subd.8, the Recipient's books, records, documents, and accounting procedures and practices of Recipient, or other party relevant to this grant contract or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this contract or receipt and approval of all final reports, whichever is later. Recipient will take timely and appropriate action on all deficiencies identified by an audit.

11. Government Data Practices

- 11.1. Recipient and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by State under this contract, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Recipient under this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either Recipient or State. If Recipient receives a request to release the data referred to in this Clause, Recipient must immediately notify State and consult with State as to how Recipient should respond to the request. Recipient's response to the request must comply with applicable law.

12. Workers' Compensation

- 12.1. Recipient certifies that it is in compliance with Minnesota Statutes §176.181, subdivision 2, pertaining to workers' compensation insurance coverage. Recipient's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

13. Governing Law, Jurisdiction and Venue

- 13.1. Minnesota law, without regard to its choice-of-law provisions, governs this contract. Venue for all legal proceedings arising out of this contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. Data Disclosure

- 14.1. Under Minnesota Statutes §270C.65, and other applicable law, Recipient consents to disclosure of its social security number, federal employer tax identification number and Minnesota tax identification number, already provided to State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring Recipient to file state tax returns and pay delinquent state tax liabilities, if any, or pay other state liabilities.

15. Termination and Suspension

- 15.1. **Termination by the State.** The State may terminate this contract with or without cause, upon 30 days written notice to the Recipient. Upon termination, the Recipient will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 15.2. **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this contract, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Recipient has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 15.3. **Termination for Insufficient Funding.** The State may immediately terminate this contract if: It does not obtain funding from the Minnesota Legislature; or If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Recipient. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Recipient will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Recipient notice of the lack of funding within a reasonable time of the State's receiving that notice.
- 15.4. **Suspension.** The State may immediately suspend this contract in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Recipient during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

16. Discrimination Prohibited by Minnesota Statutes §181.59

- 16.1. Recipient will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

17. Limitation.

- 17.1. Under this contract, the State is only responsible for disbursing funds. Nothing in this contract will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Recipient, however, the Recipient will remain responsible for providing direction to its contractors and consultants and for

administering its contracts with such entities. The Recipient's consultants and contractors are not intended to be third party beneficiaries of this contract.

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.*

Signed: _____

Date: _____

SWIFT Contract (SC) ID No. _____

Purchase Order (PO) ID No. _____

*PO staged and to be encumbered with future State fiscal year funds.

RECIPIENT

Recipient certifies that the appropriate person(s) have executed Contracts on behalf of Recipient as required by applicable articles, bylaws or resolutions.

By: _____

Title: Mayor (Randy L. Zimmerman)

Date: _____

By: _____

Title: City Clerk (Julia Hall)

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

MnDOT CONTRACT MANAGEMENT

By: _____

Date: _____

RESOLUTION NO. 23-22

**AUTHORIZATION TO EXECUTE
MINNESOTA DEPARTMENT OF TRANSPORTATION
AIRPORT MAINTENANCE AND OPERATION GRANT CONTRACT**

It is resolved by the City of Waseca as follows:

1. That the state of Minnesota Contract Number 1053339,
"Airport Maintenance and Operation Grant Contract," at the
Waseca Municipal Airport is accepted.

2. That the _____ Mayor _____ and _____ City Clerk _____ are
(Mayor, Chairperson, President, etc.) (Clerk, Auditor, Secretary, etc.)
authorized to execute this Contract and any amendments on behalf of the
City of Waseca.

CERTIFICATION

STATE OF MINNESOTA
COUNTY OF Waseca

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the

City of Waseca
(Name of the Recipient)

at an authorized meeting held on the 6th day of June, 2023
as shown by the minutes of the meeting in my possession.

Signature: _____
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

NOTARY PUBLIC

My Commission Expires: _____

Nate Willey

From: Graham Johnson <graham@alccompanies.net>
Sent: Tuesday, May 30, 2023 1:56 PM
To: Nate Willey
Subject: Graham Johnson Resignation

Nate,
This email is to inform you that I will be resigning from the Waseca Airport Board. I want to thank you and everyone involved with the airport for the opportunity to work with you.

--
Graham Johnson
ALC Companies Inc
(507)461-5134



 **EXTERNAL EMAIL SENDER – Think Before You Click !!**

CITY OF WASECA

Board/Commission/Authority Application Form

Date 2023/05/31

Name Andrew George Fischer

Address 38069 120th street Waseca MN 56093

Telephone Number: (Home) 612-743-2253 (Work) email: andrew@apastron.co

Occupation: Software Engineer

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

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

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

I have been involved in the airport for almost 25 years. I used to work with the prior FBO (Maynard Stensrud), I own a plane based at the airport, and I am happy to help in any way I can.

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

No

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

No

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

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

I am a certificated Airframe and Powerplant mechanic with an Inspection Authorization, which I earned by working under the prior FBO. I am a Private Pilot and aircraft owner based at Waseca. My work involves developing software for embedded electronics including motors/batteries for cycling and small unmanned aircraft. I also have a PhD in Mechanical Engineering from Iowa State (2006).

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

RESOLUTION NO. 23-24

**A RESOLUTION OF THE WASECA CITY COUNCIL
APPROVING OFF-SITE GAMBLING
TO WASECA HOCKEY ASSOCIATION**

WHEREAS, Waseca Hockey Association has submitted an Application to Conduct Off-Site Gambling at the following location:

**408 8th Avenue NE
Waseca, MN 56093**

and,

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

NOW, THEREFORE, BE IT RESOLVED that the Waseca City Council does hereby approve Off-Site Gambling to Waseca Hockey Association at 408 8th Ave NE, Waseca, MN.

Adopted this 6th day of June 2023.

RANDY L. ZIMMERMAN
MAYOR

ATTEST:

JULIA HALL
CITY CLERK

LG230 Application to Conduct Off-Site Gambling

No Fee

ORGANIZATION INFORMATION

Organization Name: Waseca Hockey Association License Number: 02258

Address: PO BOX 133 City: Waseca, MN Zip: 56093

Chief Executive Officer (CEO) Name: Jason Attenberger Daytime Phone: 507-469-5771

Gambling Manager Name: Joshua Lynch Daytime Phone: 507-837-2141

GAMBLING ACTIVITY

Twelve off-site events are allowed each calendar year not to exceed a total of 36 days.

From 07 / 12 /2023 to 07 / 16 /2023

Check the type of games that will be conducted:

- Raffle
- Pull-Tabs
- Bingo
- Tipboards
- Paddlewheel

GAMBLING PREMISES

Name of location where gambling activity will be conducted: Waseca County Fairgrounds

Street address and City (or township): 408 8th Ave NE Zip: 56093 County: Waseca

- Do not use a post office box.
- If no street address, write in road designations (example: 3 miles east of Hwy. 63 on County Road 42).

Does your organization own the gambling premises?

- Yes** If yes, a lease is not required.
- No** If no, the lease agreement below must be completed, and signed by the lessor.

LEASE AGREEMENT FOR OFF-SITE ACTIVITY (a lease agreement is not required for raffles)

Rent to be paid for the leased area: \$0 (if none, write "0")

All obligations and agreements between the organization and the lessor are listed below or attached.

- Any attachments must be dated and signed by both the lessor and lessee.
- This lease and any attachments is the total and only agreement between the lessor and the organization conducting lawful gambling activities.
- Other terms, if any:

Lessor's Signature: _____ Date: _____

Print Lessor's Name: _____

Acknowledgment by Local Unit of Government: Approval by Resolution

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
City Name: _____	County Name: _____
Date Approved by City Council: _____	Date Approved by County Board: _____
Resolution Number: _____ (If none, attach meeting minutes.)	Resolution Number: _____ (If none, attach meeting minutes.)
Signature of City Personnel: _____	Signature of County Personnel: _____
Title: _____ Date Signed: _____	Title: _____ Date Signed: _____
<p>Local unit of government must sign.</p>	<p>TOWNSHIP NAME: _____</p> <p>Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date Signed: _____</p>

CHIEF EXECUTIVE OFFICER (CEO) ACKNOWLEDGMENT

The person signing this application must be your organization's CEO and have their name on file with the Gambling Control Board. If the CEO has changed and the current CEO has not filed a LG200B Organization Officers Affidavit with the Gambling Control Board, he or she must do so at this time.

I have read this application, and all information is true, accurate, and complete and, if applicable, agree to the lease terms as stated in this application.

Signature of CEO (must be CEO's signature; designee may not sign) _____
Date

<p>Mail or fax to:</p> <p>Minnesota Gambling Control Board Suite 300 South 1711 West County Road B Roseville, MN 55113 Fax: 651-639-4032</p>	<p>No attachments required.</p> <p>Questions? Contact a Licensing Specialist at 651-539-1900.</p>
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This publication will be made available in alternative format (i.e. large print, braille) upon request.

<p>Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application.</p> <p>Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public.</p>	<p>If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public.</p> <p>Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor; national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.</p>
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LG230 Application to Conduct Off-Site Gambling

No Fee

ORGANIZATION INFORMATION

Organization Name: Waseca Hockey Association License Number: 02258

Address: PO BOX 133 City: Waseca, MN Zip: 56093

Chief Executive Officer (CEO) Name: Jason Attenberger Daytime Phone: 507-469-5771

Gambling Manager Name: Joshua Lynch Daytime Phone: 507-837-2141

GAMBLING ACTIVITY

Twelve off-site events are allowed each calendar year not to exceed a total of 36 days.

From 07 / 12 /2023 to 07 / 16 /2023

Check the type of games that will be conducted:

- Raffle
 Pull-Tabs
 Bingo
 Tipboards
 Paddlewheel

GAMBLING PREMISES

Name of location where gambling activity will be conducted: Waseca County Fairgrounds

Street address and City (or township): 408 8th Ave NE Zip: 56093 County: Waseca

- Do not use a post office box.
- If no street address, write in road designations (example: 3 miles east of Hwy. 63 on County Road 42).

Does your organization own the gambling premises?

- Yes** If yes, a lease is not required.
- No** If no, the lease agreement below must be completed, and signed by the lessor.

LEASE AGREEMENT FOR OFF-SITE ACTIVITY (a lease agreement is not required for raffles)

Rent to be paid for the leased area: \$0 (if none, write "0")

All obligations and agreements between the organization and the lessor are listed below or attached.

- Any attachments must be dated and signed by both the lessor and lessee.
- This lease and any attachments is the total and only agreement between the lessor and the organization conducting lawful gambling activities.
- Other terms, if any:

Lessor's Signature: _____ Date: _____

Print Lessor's Name: _____

Acknowledgment by Local Unit of Government: Approval by Resolution

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
City Name: _____	County Name: _____
Date Approved by City Council: _____	Date Approved by County Board: _____
Resolution Number: _____ (If none, attach meeting minutes.)	Resolution Number: _____ (If none, attach meeting minutes.)
Signature of City Personnel: _____	Signature of County Personnel: _____
Title: _____ Date Signed: _____	Title: _____ Date Signed: _____
<p>Local unit of government must sign.</p>	<p>TOWNSHIP NAME: _____</p> <p>Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date Signed: _____</p>

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The person signing this application must be your organization's CEO and have their name on file with the Gambling Control Board. If the CEO has changed and the current CEO has not filed a LG200B Organization Officers Affidavit with the Gambling Control Board, he or she must do so at this time.

I have read this application, and all information is true, accurate, and complete and, if applicable, agree to the lease terms as stated in this application.



Signature of CEO (must be CEO's signature; designee may not sign)

 06/02/2023
 Date

<p>Mail or fax to:</p> <p>Minnesota Gambling Control Board Suite 300 South 1711 West County Road B Roseville, MN 55113 Fax: 651-639-4032</p>	<p>No attachments required.</p> <p>Questions? Contact a Licensing Specialist at 651-539-1900.</p>
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<p>Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application.</p> <p>Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public.</p>	<p>If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public.</p> <p>Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor; national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.</p>
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Title:	Personnel Policy Update- Adding Juneteenth as Holiday Effective June 19, 2023.		
Meeting Date:	6/6/2023	Agenda Item Number:	7A
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Updated Personnel Policy: Section 10.
Originating Department:	Administration	Presented By:	City Clerk
Approved By City Manager: <input checked="" type="checkbox"/>			
How does this item pertain to Vision 2030 goals?	good governance.		

BACKGROUND: The State of Minnesota approved a law effective August 1, 2023, to recognize Juneteenth as a State Holiday to be recognized annually on June 19th. A provision was submitted moving the law effective date to June 19th, 2023, where no public business can be transacted on a holiday, except in case of necessity per Minn. Statute §645.44, which lists all of the state holidays.

BUDGET IMPACT: The impact will align with all other city holidays required by State and Federal Law already accepted in the Personnel Policy.

RECOMMENDATION: Staff recommends the Waseca City Council accept the document and make a motion to approve these updated City of Waseca Personnel Policies.

SECTION 10: HOLIDAYS

The City observes the following official holidays for all regular full-time and part-time employees:

New Year's Day	Juneteenth
Martin Luther King, Jr. Day	Labor Day
Presidents Day	Veterans Day Thanksgiving
Good Friday	Day Friday after
Memorial Day	Thanksgiving Christmas Eve
Independence Day	Christmas Day

When a holiday falls on a Sunday, the following Monday will be the "observed" holiday, and when a holiday falls on a Saturday, the preceding Friday will be the "observed" holiday for City operations/facilities that are closed on holidays.

Full-time employees will receive pay for official holidays at their normal straight time rates, provided they are on paid status on the last scheduled day prior to the holiday and first scheduled day immediately after the holiday. Part-time employees will receive pro-rated holiday pay based on the number of hours normally scheduled. Any employee on a leave of absence without pay from the City is not eligible for holiday pay. Paid holidays are not available to intermittent or seasonal employees.

All employees scheduled to work on a holiday will receive one and one-half times their regularly hourly rate for hours worked on that day.

Employees wanting to observe holidays other than those officially observed by the City may request either vacation leave or unpaid leave for such time off.

Title:	State Bonding Application Authorization		
Meeting Date:	June 6, 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 #23-26 Resolution #23-27
Originating Department:	Administration	Presented By:	City Manager
Approved By City Manager: <input type="checkbox"/>	Proposed Action: Approve Resolution 23-26 & Resolution 23-27 - Authorizing and Supporting Applications for State Bonding Dollars to Assist in the Construction of a 1-million-gallon Water Tower and Sanitary Sewer Clean Water Inflow and Infiltration Reduction Project.		
How does this item pertain to Vision 2030 goals?	Creating High Quality Community Assets		

BACKGROUND: The City of Waseca suffers from chronic clean water inflow and infiltration (I&I) into its deteriorating sanitary sewer system during prolonged wet periods and large rainfall events. Over the past 10 years, Waseca has spent approximately \$5 million reconstructing and rehabilitating deficient segments of sanitary sewers to mitigate excessive I&I into its system. As the City continues to make improvements there is still illicit discharge of wastewater continuing to be required to prevent property and infrastructure damage.

The current I&I project over the next 3 years is estimated to cost \$3 million to be completed in three phases. By supporting Resolution #23-27, an application for the state bonding bill and if awarded will help move this project forward and lessen the burden on rate payers that would otherwise result without funding through the State bonding application.

A new 1-million-gallon water tower is needed to facilitate development along State Highway 14 and State Highway 2 and to allow the City the ability to decommission the existing 1954 downtown .5 MG legged water tank while still being able to support commercial and residential growth. Development of a water tower on the west side of Waseca will also support the reuse of the former Brown Printing / Quad Graphics industrial complex located adjacent to the tower site that is in need of enhanced fire protection and increased water pressure along with being able to adequately support the newly constructed ConAgra manufacturing facility and the vegetable processing complex.

This water tower project is projected to cost \$6 million, with support of Resolution #23-26, an application for the state bonding bill will again lessen the burden on rate payers if awarded while also allowing the City to move forward in creating high quality community assets through providing water system operation improvements and increased reliability.

BUDGET IMPACT: Without pursuing additional funding sources, Waseca rate payers will be impacted by increased rates to maintain aging infrastructure and continued growth.

RECOMMENDATION: Staff recommends the approval of the following resolutions:

1. Resolution 23-26 – Authorization and Support for an Application for State Bonding Dollars to Assist in the Construction of a 1-million-gallon Water Tower.
2. Resolution 23-27 - Authorization and Support for an Application for State Bonding Dollars to Assist in the Sanitary Sewer Clean Water Inflow and Infiltration Reduction Project.

RESOLUTION NO. 23-26

A RESOLUTION OF THE CITY OF WASECA APPROVING A STATEMENT OF AUTHORIZATION AND SUPPORT FOR AN APPLICATION FOR STATE BONDING DOLLARS TO ASSIST IN THE CONSTRUCTION OF A ONE MILLION GALLON WATER TOWER

WHEREAS, the City Council has committed to seek funding for the construction of a 1-million-gallon water tower to provide water storage to meet peak water demand, growth efforts, and to enhance fire protection, and;

WHEREAS, previous City Council discussions and engineering analysis have supported the need for a water tower located on the west side of Waseca, and;

WHEREAS, a compelling reason a tower is needed is to facilitate development along State Highway 14 and State Highway 2 is to allow the city to be able to decommission the existing 1954 downtown .5 MG legged tank while still being able to support commercial and residential growth at the Highway 14 west interchange. Development of a water tower on the west side of Waseca will also support the reuse of the former Brown Printing / Quad Graphics industrial complex located adjacent to the tower site that is in need of enhanced fire protection and increased water pressure along with being able to adequately support the newly constructed ConAgra manufacturing facility and the Vegetable Processing complex.

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

1. City staff is authorized to seek funding through a Capital budget request to Governor Walz via the Office of Management and Budget.
2. The City Council supports and endorses said application.

Adopted this 6th day of June, 2023.

RANDY L. ZIMMERMAN
MAYOR

ATTEST:

JULIA HALL
CITY CLERK

RESOLUTION NO. 23-27

A RESOLUTION OF THE CITY OF WASECA APPROVING A STATEMENT OF AUTHORIZATION AND SUPPORT FOR AN APPLICATION FOR STATE BONDING DOLLARS TO ASSIST IN THE SANITARY SEWER CLEAN WATER INFLOW AND INFILTRATION REDUCTION PROJECT

WHEREAS, the City Council has committed to seek funding for the sanitary sewer clean water inflow and infiltration reduction project to extend the useful life of the existing wastewater system and to improve system operations and reliability while decreasing system operations and maintenance costs, and;

WHEREAS, previous City Council discussions and engineering analysis have supported the need for rehabilitation and reconstruction of the sanitary sewer system, and;

WHEREAS, a compelling reason for the reconstruction and rehabilitation of the sanitary sewer system is to reduce clean water inflow and infiltration into deficient sections of the existing wastewater system during large storm events to acceptable levels and ensure that treated water complies with the Environmental Protection Agency's discharge requirements as well as ensuring compliance with the Minnesota Pollution Control Agency's mandate to eliminate illicit discharges of wastewater into area lakes and surface waters. Investing in the rehabilitation of the existing sanitary sewer system will significantly extend the useful life of the existing infrastructure and minimize risk of sanitary sewer backups into resident basements and the associated public liability and costs of private property damage.

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

1. City staff is authorized to seek funding through a Capital budget request to Governor Walz via the Office of Management and Budget.
2. The City Council supports and endorses said application.

Adopted this 6th day of June, 2023.

RANDY L. ZIMMERMAN
MAYOR

ATTEST:

JULIA HALL
CITY CLERK

Title:	Gaiter Lake Land Development		
Meeting Date:	June 6, 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:	Attached
Originating Department:	Administration, Utilities, Public Works	Presented By:	City Manager/Director of Utilities & Public Works
Approved By City Manager: <input checked="" type="checkbox"/>			
How does this item pertain to Vision 2030 goals?	Good governance requires deliberation to help move the city forward.		

BACKGROUND: City Council Resolution 2016-44 (attached) explains the 2016 council’s intention with the purchased farmland now referred to as the Gaiter Lake Land. That resolution proposed that the land would be used for expansion of various city utilities and for development property. Since 2016, efforts have been made to turn Resolution 16-44 into reality.

The attached resolution options, 23-23 Option A, 23-23 Option B, and 23-23 Option C are potential options to help this council decide about the future development of the two parcels. The three resolution options are different in nature; Option A is to sell the land, Option B is to develop the land in partnership with a professional developer including financial partnership with the city, and Option C is to develop the land with the City Council serving as the lead developer. Should the council not choose any option listed above at this time, then the city would retain land ownership. The council, at some time, would then need to determine whether the future use of the parcel is to be an open space, a park, leased to a farmer, perhaps leased for another purpose, or left vacant.

Development options to date have been based on development through speculation with the city at risk without a fixed source of revenue to cover the financial risk. It has been discussed that lots would sell at a certain rate, which would cover the city’s financial risk to make the annual “mortgage payments”, meaning bond payments. However, an important question to be answered is, “how much risk is acceptable to the City of Waseca?”

Regarding risk consideration, Option A, to sell the land, concludes that the city wants to minimize risk and receive revenue from the land sale, while Option B provides for sharing risk with a professional developer and through potential internal funding options for council consideration. Option C places the city on the path for the council to serve as the lead developer and as the responsible agent to manage all risk. Regarding Option C, I have consulted with our bond counsel, Dorsey. Please read the attached June 1st memo (Dorsey Bond Counsel Memo) from Dorsey partner Jay Lindgren which provides a basic primer about a council’s role as the lead developer regarding “new levels of financial, project management and timing risks”, “before assuming this role.”

Tax Increment Financing (TIF) is not currently considered for the following reasons. First, there are specific income restrictions because a housing TIF district is intended for occupancy, in part, by persons or families of low to moderate income. The initial owner/occupant must have income 100% or less of statewide median income or county median income for families of two or less (whichever is greater), and 115% of statewide median income or county income for families of three or more (whichever is greater). Second, the TIF plan must specify the first year an authority (city) elects to receive tax increment revenue. With a speculative development, this requirement would still need to be determined by the council. Third, for residential rental property, there must be income requirements to rent units as defined in Section 142 (d) of the Internal Revenue Code. This section requires that at least 40% of the units are rented to families with incomes at or below 60% of the county median income, or 20% of the units rented to families with incomes at or below 50% of the county median income, adjusted for family size. These rental requirements apply for the life of the housing district. The income requirements and other housing TIF district requirements are provided in Minnesota Statutes, Sections 469.174 through 469.1794, known as the "TIF Act." The fourth reason TIF research is not presented as a financial option currently is that income from TIF would be speculative yet the city would be required to repay the city's General Obligation Bond (GO Bond) annually. However, if necessary, the payment of such principal and interest would be required by law to be paid for with ad valorem taxes (city taxes) to be levied on all taxable property in the city without limitation of rate or amount. As a simplified example, suppose annual bond payments would be \$220,000. Since a 1% tax levy equals about \$55,000, then a 4% levy would be required to "guaranty" bond payments. As TIF income or other lot sales income would come into the city, then that income would offset levy income based on the city complying with required accounting principles, meaning it is important how the sources of income are tracked based on required accounting principles. The fifth reason TIF is not currently considered is because the council has not yet voted to use TIF and thereby require income limitations on the development of the Gaiter Lake Land. Much of the information in this paragraph was provided by our public finance consultant as a very basic housing TIF primer.

Like the housing TIF option, tax abatement is not currently considered because income to repay bonds would be speculative since there is no predetermined annual abatement amount. In the case of the Conagra abatement, due to the known construction value of their plant, there are fixed annual abatement amounts which are repaying the Water Utility for the trunk water main improvements which serve Conagra, the MJ Property Holdings LLC facility, improved water quality through better water main circulation, as well as potential west interchange development.

SUMMARY:

Resolution 23-23 Option A postpones the development conversation for Gaiter Lake Land as it has been envisioned in the past and allows the council to focus on other development options moving forward. Resolution 23-23 Option B provides a potentially fundable option for the council to solicit proposals from developers who have not yet provided proposals for council consideration. Resolution 23-23 Option C affirms that the council desires to begin work as the lead developer.

RECOMMENDATION: City Council adoption of an attached resolution, maintain city ownership of the land, or provide staff with direction for a path forward through a majority vote of the council.

RESOLUTION NO. 16-44

**A RESOLUTION OF THE CITY OF WASECA, MINNESOTA,
AUTHORIZING ACQUISITION OF PROPERTY
LOCATED AT PARCEL ID 120170800 & 120200600 FOR PUBLIC PURPOSE AND AS
DEVELOPMENT PROPERTY**

WHEREAS, the City of Waseca has the opportunity to purchase property in Waseca County and legally described as indicated in the attached "Exhibit A,"

WHEREAS, the property is owned by Timothy J. Lewer & David H. Lewer who have agreed to the sale of the property for Six Hundred Fifty Thousand and 00/100 U.S. Dollars (\$650,000) as well as the terms and conditions of the transaction are set forth in the Purchase Agreement attached as "Exhibit B".

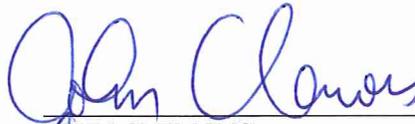
WHEREAS, the City intends to use the property for the construction of a regional stormwater pond, the conservation of open space and expansion of water and electric utility infrastructure, but will likely not need the entire property for such purpose.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Waseca to hereby authorize the Mayor and the City Manager to execute the purchase agreement, and authorize the City Manager to sign all necessary documents to close on the purchase of the property.

BE IT FURTHER RESOLVED that those portions of the property not utilized for the above purposed shall be deemed as "Development Property" pursuant to Chapter 12, Section 12.05 of the City of Waseca Charter.

This Resolution shall become effective immediately after its adoption.

Adopted this 20th day of September, 2016.



JOHN CLEMONS
MAYOR

ATTEST:



MARY BUENZOW
RECORDS SECRETARY

EXHIBIT A

PARCEL ID 120170800

Sect-17 Twp-107 Range-022 42.21 AC 42.21 AC ALL OF GOVT LOT 4 COMM AT SE COR OF SCHAUMKESSEL FOURTH SUBDIV, THENCE N 90DEG E 962.25FT TO A PT ON WESTERLY LINE OF TRACT DESCRIBED IN BOOK 57 OF DEED PG595, THENCE S 15DEG E 35.30FT, THENCE S 01 DEG E 215.20FT, THENCE S 25 DEG W 493.81FT, THENCE S 18DEGE 75 FT MORE OR LESS AS DESCRIBED IN DEED 252148 TO S LINE OF SEC 17, THENCE N 89DEGW 1350FT MORE OF LESS, THENCE N 719.23FT THENCE N89DEGW 75FT, THENCE N 508.07FT, THENCE N 90DEG E 136 FT, THENCE S 30FT, THENCE N 90 DEGE 366FT, THENCE N 40FT, THENCE N 90DEGE 306FT TO PT OF BEG EX .58AC

PARCEL ID 120200600

Sect-20 Twp-107 Range-022 20.08 AC 20.08 AC COMM AT N 1/4 COR OF SEC 20; THENCE N89DEGE 233FT TO PT OF BEG: THENCE N89DEGE 1350 FT MORE OF LESS, THENCE S 28 DEG E 544.62, S 15 DEGE 613.42 FT, S 417.43 FT, THENCE NWLY 538.16FT, THENCE N 53 DEG W 743.41FT, THENCE 654.12FT, THENCE S 89DEGW 644.87FT THEN N 20 FT TO PT OF BEG

Carl Sonnenberg

From: Lindgren.Jay@dorsey.com
Sent: Thursday, June 1, 2023 11:03 AM
To: Carl Sonnenberg
Cc: Alicia Fischer
Subject: Gaiter Lake project

Carl,

It was good to speak with you yesterday. As requested, I am sending a summary of our discussion and my recommendations regarding the Gaiter Lake development area. As the Council considers options, including assuming the lead developer role, I always recommend a conversation about the difference between the Council as a land use regulator and as a development partner. Obviously, City Councils know well their role in responding to land use approval requests. However, when assuming the role as developer of City-owned land, this role changes considerably. As developer, the City now needs to assume new levels of financial, project management and timing risks. Here are my initial suggestions of considerations before assuming this role:

1. Development management costs

- a. Additional third party costs -- The City would need to assume certain costs typically born by the private sector. These include design and engineering costs related to site plan development. Even though the City retains land use approval authority, the required work and costs to prepare the required documents will be borne by the City. This will require retention of third party consultants to prepare the materials.
- b. Project management – Managing a development project requires many tasks that are outside of the normal role of City staff. In particular, the following services (and associated costs) should be considered:
 - i. *Owner’s Representative* – I suggest that a third party real estate & construction management firm be considered to manage the tasks of coordinating the design services, developing detailed financial models and overseeing construction contracts.
 - ii. *Realtor/real estate closings* – Depending on the final site plan and subdivision, you will need to eventually manage dozens of real estate closings. Private developers have the resources to manage these tasks efficiently. The City will need a plan to coordinate these numerous closings and to manage the demands of buyers and lenders.

2. Infrastructure financing – I don’t fully know the costs of designing and constructing sewer, water and streets. I’m assuming it is general in the range of \$2.5 to \$4 million. These costs will need to be assumed by the City. Here is a general overview of the financial tools available to the City and the risks associated with each:

- a. General Obligation Utility Revenue Bonds – for projects expected to be financed solely with revenues of the applicable utility.
- b. General Obligation Improvement Bonds – for infrastructure project costs at least 20% assessed against the platted property once subdivided. So, the City should financially model what the cash flows requirements are to pay the special assessments. This analysis should consider the timing risks associated with development and how cash flow demands may increase if lot sales are delayed due to market conditions. You should also consider that many mortgage lenders prefer (or even require) that special assessments be paid prior to lending because assessment (like property taxes) are a higher priority than a mortgage. So, this can have the practical impact of reducing market rate purchase prices because a purchaser may need to accommodate paying the specials at closing.

- c. Tax Abatement – Presumably the property is currently exempt from real property tax because it is City-owned. As the new lots become taxable, the City could use its ability to abate the taxes and capture the City’s portion of the property taxes. This revenue stream could then either be used (1) to pay the debt service on corresponding revenue bonds or (2) create a semi-annual payment stream to the City. The timing of lot sales again becomes a risk to the City. If the City issues bonds, the City will need a certain revenue source to make up any difference between the actual abatement proceeds and the debt service requirements (the size of the bond issue may not exceed the estimated abatements). This is typically done through a minimum assessment agreement that says the developer will agree to future valuations as if all lots are developed and have a sales history on which to base assessed valuations. This means the City will also have the risk of making those agreed upon minimum payments and will need a revenue source available to do so. One way to accomplish this is to pledge the City’s general obligation as a secondary payment source for the revenue bonds. This also creates a risk that taxes will need to be imposed within the City if the revenues are insufficient. You should also note that in a revenue bond, which are viewed less favorably by the market and seldom used, the bondholders will likely require a debt service reserve fund to even out any deficiencies in the abatement revenue stream. This limits the amount of bond proceeds you can receive.
- d. Tax increment – We also discussed why I don’t think tax increment is a valuable tool in this project. In general, a greenfield does not qualify under State law for a tax increment district. An exception exists if very affordable housing is built within the TIF district. For rental housing, the limits are either (1) 20 percent of the units are occupied by individuals whose income is 50 percent or less of the area median income or (2) 40 percent of the units are occupied by individuals whose income is 60 percent or less of the area median income. If one or more projects within the development meet these requirements, there may be increment available to assist with some portion of the infrastructure costs. However, remember that in order to make such affordable housing projects financially viable, the project itself is likely to require tax increment to be built.

I hope this brief overview provides a summary of some of the issues and risks involved in directly developing City-owned land. I am available at your convenience for any additional questions or discussion.

Best regards,

Jay

Jay R. Lindgren

Partner

Co-Chair, Development & Infrastructure Group



DORSEY & WHITNEY LLP

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OPTION A

CITY OF WASECA, MINNESOTA

CITY COUNCIL RESOLUTION No. 23-23

A RESOLUTION OF THE WASECA CITY COUNCIL

TO SOLICIT BIDS FOR THE SALE OF LAND PARCEL ID 170170850 AND LAND PARCEL ID 170200850

BOTH REFERRED TO AS THE GAITER LAKE DEVELOPMENT PROPERTY

WHEREAS, Resolution 2016-44 authorized acquisition of both referenced parcels for public purposes and as a development property; and

WHEREAS, the property was purchased for \$650,000 to comply with the establishment of a conservation easement mandated through the Pondview Subdivision Settlement Agreement with the Department of Natural Resources (DNR); and

WHEREAS, the properties were intended to be utilized for the construction of a regional stormwater pond, the conservation of open space, and the expansion of water and electric utilities infrastructure with the understanding that the entire property would likely not be needed for such purposes; and

WHEREAS, it was resolved in Resolution 2016-44 that those portions of the properties not utilized for the above purposes were deemed "Development Property" pursuant to Chapter 12, Section 12.05 of the City of Waseca Charter; and

WHEREAS, the Waseca City Council has debated the merits of retaining said properties for the purposes detailed in Resolution 2016-44 and has also debated the worthiness of the reasons not to retain the properties to comply with the entirety of the intentions provided within Resolution 2016-44.

NOW, THEREFORE, BE IT RESOLVED BY THE WASECA CITY COUNCIL that the City Manager is hereby authorized to obtain and prepare necessary documents and to advertise for bids for City Council consideration to sell the properties less the DNR mandated conservation easement within each property parcel.

Passed by the Waseca City Council on the 6th day of June 2023.

ATTEST

Julia Hall, City Clerk

Randy Zimmerman, Mayor

OPTION B

CITY OF WASECA, MINNESOTA

CITY COUNCIL RESOLUTION No. 23-23

A RESOLUTION OF THE WASECA CITY COUNCIL

TO SOLICIT PROPOSALS FOR THE DEVELOPMENT OF LAND PARCEL ID 170170850

REFERRED TO AS THE GAITER LAKE DEVELOPMENT PROPERTY

WHEREAS, Resolution 2016-44 authorized acquisition of both referenced parcels for public purposes and as a development property; and

WHEREAS, the property was purchased for \$650,000 to comply with the establishment of a conservation easement mandated through the Pondview Subdivision Settlement Agreement with the Department of Natural Resources (DNR); and

WHEREAS, the properties were intended to be utilized for the construction of a regional stormwater pond, the conservation of open space, and the expansion of water and electric utilities infrastructure with the understanding that the entire property would likely not be needed for such purposes; and

WHEREAS, it was resolved in Resolution 2016-44 that those portions of the properties not utilized for the above purposes were deemed "Development Property" pursuant to Chapter 12, Section 12.05 of the City of Waseca Charter; and

WHEREAS, the Waseca City Council has debated the merits of retaining said properties for the purposes detailed in Resolution 2016-44, and has also debated the worthiness of the reasons not to retain the properties to comply with the entirety of the intentions provided within Resolution 2016-44; and

WHEREAS, the Waseca City Council hereby determines to develop parcel 170170850 (north parcel) as a residential development compliant with DNR rules and regulations and to authorize the City Manager to prepare a Request for Proposals with specifications to provide for financial subsidies; and

WHEREAS, the Waseca City Council has 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 by authorizing the transfer of funds from each utility to purchase parcel 170200850 (south parcel), which will subsidize infrastructure construction within parcel 170170850 (north parcel); and

WHEREAS, the proposed utilities transfers are \$300,000 from the Electric Utility, \$100,000 from the Water Utility, and \$100,000 from the Storm Water Utility; and

WHEREAS, to subsidize infrastructure improvements in the north parcel, the City Council shall consider a loan transfer from the Electric Utility in an amount to be determined; and

WHEREAS, the City Council shall consider a transfer of funds from the Annexation and Growth Fund to subsidize infrastructure improvements in the north parcel in an amount to be determined.

NOW, THEREFORE, BE IT RESOLVED BY THE WASECA CITY COUNCIL that the City Manager is hereby authorized to solicit proposals for City Council consideration to develop parcel 170170850 (north parcel).

Passed by the Waseca City Council on the 6th day of June 2023.

ATTEST

Julia Hall, City Clerk

Randy Zimmerman, Mayor

OPTION C

CITY OF WASECA, MINNESOTA

CITY COUNCIL RESOLUTION No. 23-23

A RESOLUTION OF THE WASECA CITY COUNCIL

TO DEVELOP LAND PARCEL ID 170170850

REFERRED TO AS THE GAITER LAKE DEVELOPMENT PROPERTY

WHEREAS, Resolution 2016-44 authorized acquisition of both referenced parcels for public purposes and as a development property; and

WHEREAS, the property was purchased for \$650,000 to comply with the establishment of a conservation easement mandated through the Pondview Subdivision Settlement Agreement with the Department of Natural Resources (DNR); and

WHEREAS, the properties were intended to be utilized for the construction of a regional stormwater pond, the conservation of open space, and the expansion of water and electric utilities infrastructure with the understanding that the entire property would likely not be needed for such purposes; and

WHEREAS, it was resolved in Resolution 2016-44 that those portions of the properties not utilized for the above purposes were deemed "Development Property" pursuant to Chapter 12, Section 12.05 of the City of Waseca Charter; and

WHEREAS, the Waseca City Council has debated the merits of retaining said properties for the purposes detailed in Resolution 2016-44, and has also debated the worthiness of the reasons not to retain the properties to comply with the entirety of the intentions provided within Resolution 2016-44; and

WHEREAS, the Waseca City Council hereby determines to develop parcel 170170850 (north parcel) as a residential development compliant with DNR rules and regulations and to authorize the City Manager to prepare a Request for Proposals with specifications to provide for financial subsidies; and

WHEREAS, the Waseca City Council has 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 by authorizing the transfer of funds from each utility to purchase parcel 170200850 (south parcel), which will subsidize infrastructure construction within parcel 170170850 (north parcel); and

WHEREAS, the proposed utilities transfers are \$300,000 from the Electric Utility, \$100,000 from the Water Utility, and \$100,000 from the Storm Water Utility; and

WHEREAS, to subsidize infrastructure improvements in the north parcel, the City Council shall consider a loan transfer from the Electric Utility in an amount to be determined; and

WHEREAS, the City Council shall consider a transfer of funds from the Annexation and Growth Fund to subsidize infrastructure improvements in the north parcel in an amount to be determined.

NOW, THEREFORE, BE IT RESOLVED BY THE WASECA CITY COUNCIL that the City Manager is hereby authorized to hire a financial consultant, bond counsel, and other professional services necessary to prepare a proposed development plan for the Waseca City Council's review.

Passed by the Waseca City Council on the 6th day of June 2023.

ATTEST

Julia Hall, City Clerk

Randy Zimmerman, Mayor

RESTRICTIONS ON THE CITY-OWNED GAITER LAKE PROPERTIES

(Per Resident Request)

1. The approximately 8.5-acre Conservation Easement along the east edge of the properties is considered part of, and open space for, the Pondview Subdivision to the north. No development can take place within this easement area and it cannot be counted towards the open space requirement for any future Gaiter Lake development.
2. Any development within the Shoreland Overlay (approximately 1,000 feet from the ordinary high-water level of Gaiter Lake) must include a minimum of 50% open space. Open space typically consists of outlots reserved for parks, stormwater management, or the preservation of natural areas.
3. Developable lots within the Shoreland Overlay are limited to a maximum of 25% impervious area. Impervious areas include buildings, pavement, and compacted gravel areas. (The City has not yet received a confirmed rule from the DNR regarding parcels that are partially within the Shoreland Overlay and partially outside of it.)
4. Street right-of-way (ROW) would not be subject to the 25% maximum impervious area as long as the combined impervious area within the ROW and open space outlots does not exceed 25% (this stipulation was communicated to the City by DNR staff but has not yet been confirmed).
5. The former property owners, Tim and David Lewer, have right of first refusal for any potential agricultural leases on the properties.
6. See the attached "Shoreland Overlay District" for the City's current zoning restrictions on the portions of the properties that lie within the Shoreland Overlay. Please note that residential subdivisions can exceed the stated dwelling unit densities if the land is designed and approved as a Planned Unit Development (§ 154.053-B-2).

SHORELAND OVERLAY DISTRICT

§ 154.047 PURPOSE.

The major purpose of the shoreland overlay district is to control the density and location of developments in the shorelands of the public waters of the city in order to preserve the water quality and the natural characteristics of the shorelands in the city. This subchapter was adopted pursuant to the authorization and policies contained in M.S. Ch. 103G, as it may be amended from time to time, Minn. Rules Parts 6120.2500 through 6120.3900, and the planning and zoning enabling legislation in M.S. Ch. 462, as it may be amended from time to time. The shoreland district shall include all lands within the designated shoreland line as shown on the official zoning map amended and approved by the City Council for the city and the Department of Natural Resources on April 20, 2004, by Ordinance 832 and as revised on October 5, 2004 by Ordinance 858.

(Ord. 1040, passed 1-5-16)

§ 154.048 INCLUDED WATER BODIES.

These regulations will apply to all lakes classified by the Department of Natural Resources, as follows:

- (A) Clear Lake, general development classification, identification number 81-14; and
- (B) Loon Lake, general development classification, identification number 81-15; and
- (C) Gaiter Lake, natural environment classification, identification number 81-18.

(Ord. 1040, passed 1-5-16)

§ 154.049 PERMITTED USES.

All permitted uses allowed in and regulated by the applicable zoning districts underlying this district as indicated on that official map of the city.

(Ord. 1040, passed 1-5-16)

§ 154.050 CONDITIONAL USE PERMIT REQUIRED.

(A) All conditional uses and applicable attached conditions allowed in and regulated by the applicable zoning districts underlying this district as indicated on the official zoning map of the city, with the exception that planned unit developments (PUDs) shall not be allowed in the R-1 district when it is underlying this district.

(B) Water-oriented accessory structures, provided they are not used for habitation and do not contain sanitary facilities.

(Ord. 1040, passed 1-5-16)

§ 154.051 VARIANCES.

Variations may only be granted in accordance with the legal standards described in M.S. § 462.357. They may not circumvent the general purposes and intent of the official controls. No variance may be granted that would allow any use that is prohibited in the zoning district in which the subject property is located. Conditions may be imposed in the granting of variances to ensure compliance and to protect adjacent properties and the public interest. In considering variance requests, boards of adjustment must also consider whether existing sewage treatment systems on the properties need upgrading before additional development is approved.

(Ord. 1040, passed 1-5-16)

§ 154.052 LAND USE DISTRICTS.

(A) Land use districts adopted by the city, and the allowable land uses therein for the shoreland overlay zoning district, shall be properly delineated on the official zoning map for the shorelands of this community.

(B) These land use districts are in conformance with the criteria specified in Minn. Rules Part 6120.3200 (3).

(Ord. 1040, passed 1-5-16)

§ 154.053 PERFORMANCE STANDARDS.

(A) The following general standards shall be followed in all shoreland districts:

(1) When possible, existing natural drainage ways, wetlands, and vegetated soil surfaces must be used to convey, store, filter, and retain storm water runoff before discharge to public waters.

(2) Development must be planned and conducted in a manner that will minimize the extent of disturbed areas, runoff velocities, erosion potential, and reduce and delay runoff volumes. Disturbed areas must be stabilized and protected as soon as possible and facilities or methods used to retain sediment on the site.

(3) When development density, topographic features, and soil and vegetation conditions are not sufficient to adequately handle storm water runoff using natural features and vegetations, various types of constructed facilities such as diversions, settling basins, skimming devices, dikes, waterways, and ponds may be used. Preference must be given to designs using surface drainage, vegetation, and infiltration rather than buried pipes and human-made materials and facilities.

(B) The following specific standards and setback requirements shall be followed in all shoreland districts.

(1) Lot area and width shall be the same as standards of underlying districts; however, residential lot areas (in square feet) and widths (in feet) shall meet the following minimum standards:

Table 8-1: General Development Lake

	<i>Riparian Lots</i>		<i>Nonriparian Lots</i>	
<i>Development Type</i>	<i>Area (Feet)</i>	<i>Width (Feet)</i>	<i>Area (Feet)</i>	<i>Width (Feet)</i>
	<i>Riparian Lots</i>		<i>Nonriparian Lots</i>	
<i>Development Type</i>	<i>Area (Feet)</i>	<i>Width (Feet)</i>	<i>Area (Feet)</i>	<i>Width (Feet)</i>
Single, sewerd	15,000	75	10,000	75
Duplex, sewerd	26,000	135	17,500	135
Triplex, sewerd	38,000	195	25,000	190
Quad, sewerd	49,000	255	32,500	245
Single, unsewerd	20,000	100	40,000	150
Duplex, unsewerd	40,000	180	80,000	265
Triplex, unsewerd	60,000	260	120,000	375
Quad, unsewerd	80,000	340	160,000	490

Table 8-2: Natural Environment Lake

	<i>Riparian Lots</i>		<i>Nonriparian Lots</i>	
<i>Development Type</i>	<i>Area (Feet)</i>	<i>Width (Feet)</i>	<i>Area (Feet)</i>	<i>Width (Feet)</i>
	<i>Riparian Lots</i>		<i>Nonriparian Lots</i>	
<i>Development Type</i>	<i>Area (Feet)</i>	<i>Width (Feet)</i>	<i>Area (Feet)</i>	<i>Width (Feet)</i>
Single, sewerd	40,000	125	20,000	125
Duplex, sewerd	70,000	225	35,000	220
Triplex, sewerd	100,000	325	52,000	315
Quad, sewerd	130,000	425	65,000	410
Single, unsewerd	80,000	200	80,000	200

Duplex, unsewered	120,000	300	160,000	400
Triplex, unsewered	160,000	400	240,000	600
Quad, unsewered	200,000	500	320,000	800

(2) Residential subdivisions with dwelling unit densities exceeding those in this table can only be allowed if designed and approved as residential planned unit developments under §§ 154.085 through 154.092. Only land above the ordinary high water level of public waters can be used to meet lot area standards, and lot width standards must be met at both the ordinary high water level and at the building line. The sewered lot area dimensions can only be used if publicly owned sewer system service is available to the property.

(3) On natural environment lakes, subdivisions of duplexes, triplexes, and quads must also meet the following standards:

(a) Each building must be set back at least 200 feet from the ordinary high water level;

(b) Each building must have common sewage treatment and water systems that serve all dwelling units in the building;

(c) Watercraft docking facilities for each lot must be centralized in one location and serve all dwelling units in the building; and

(d) No more than 25% of a lake's shoreline can be in duplex, triplex, or quad developments.

(4) Impervious surface coverage of lots must not exceed 25% of the lot area.

(5) One guest cottage may be allowed on lots meeting or exceeding the duplex lot area and width dimensions presented above, provided that the lot exceeds the minimum lot dimensions of a duplex lot and that both the principal building and guest cottage are located within the smallest duplex-sized lot that could be created; the cottage must not cover more than 700 square feet of land surface and must not exceed 15 feet in height; and, the cottage must be located or designed to reduce its visibility as viewed from public waters and adjacent shorelands by vegetation, topography, increased setbacks or color, assuming summer leaf-on conditions.

(6) Lots intended as controlled accesses to public waters or as recreation areas for use by owners of nonriparian lots within subdivisions are permissible, subject to the following minimum standards:

(a) Lots must meet the width and size requirements for residential lots, and be suitable for the intended uses of controlled access lots; except, riparian lots located across the street from non- riparian lots owned by the same party or parties will be allowed controlled access to the public waters;

(b) If docking, mooring or over-water storage of more than six watercraft is to be conducted at a controlled access lot, then the width of the lot shall be increased by 25% for each watercraft beyond six;

(c) Lots must be jointly owned by all purchasers of lots in the subdivision or by all purchasers of non-riparian lots in the subdivision who are provided riparian access rights on the access lot; and

(d) Covenants or other equally effective legal instruments must be developed that specify that lot owners have authority to use the access lot and what activities are allowed. The activities may include watercraft launching, loading, storage, beaching, mooring or docking. They must also include other outdoor recreational activities that do not significantly conflict with general public use of the public water or the enjoyment of normal property rights by adjacent property owners, such as swimming, sunbathing or picnicking. The covenants must limit the total number of vehicles allowed to be parked and the total number of watercraft allowed to be continuously moored, docked or stored over water, and must require centralization of all common facilities and activities in the most suitable locations on the lot to minimize topographic and vegetation alterations. They must also require all parking areas, storage buildings and other facilities to be screened by vegetation or topography as much as practical from view from public water, assuming summer, leaf-on conditions.

(7) Setback of structures from the ordinary high water level:

(a) General development lakes, sewered - 50 feet.

(b) Natural environment lakes, sewered - 150 feet.

- (c) General development lakes, unsewered - 75 feet.
- (d) Natural environment lakes, unsewered - 150 feet.
- (e) Sewage treatment system - 75 feet.

(8) When more than one setback applies to a site, structures and facilities must be located to meet all setbacks. Where structures exist on abutting lots on both sides of a proposed building site, structure setbacks may be altered without a variance to conform to the adjoining setbacks from the ordinary high water level, provided the proposed building site is not located in a shore impact zone or in a bluff impact zone.

(9) Additional structure setbacks:

- (a) From top of bluff - 30 feet.
- (b) From unplatted cemetery - 50 feet.
- (c) From federal, state or county highway right-of-way line - 50 feet.
- (d) From town road or city street right-of-way line - 20 feet.

(10) Structures and accessory facilities, except stairways and landings, must not be placed within bluff impact zones.

(11) Commercial, industrial, public and semi-public uses without water-oriented needs must be located on lots or parcels without public waters frontage, or if located on lots or parcels with public waters frontage, must either be set back double the normal ordinary high water level setback or be substantially screened from view from the water by vegetation or topography, assuming summer, leaf-on conditions.

(12) The lowest floor must be placed at least three feet above the highest known water level, or three feet above the ordinary high water level, whichever is higher, except as otherwise provided in this section.

(a) Water-oriented structures may have the lowest floor placed lower than the elevation specified herein if the structure is constructed of flood-resistant materials to the elevation, electrical and mechanical equipment is placed above the elevation, and if long duration flooding is anticipated, the structure is built to withstand ice action and wind-driven waves and debris.

(b) On lots in the Pondview of Waseca subdivision, the lowest floor must be placed at least one foot above the highest known water level of 1131.183 feet (1131.183 NGVD88).

(13) Each lot may have one water-oriented accessory structure set back a minimum of ten feet from the ordinary high water level, provided that:

- (a) The structure not exceed ten feet in height, exclusive of safety rails;
- (b) The structure not occupy an area greater than 250 square feet, with the exception of structures used solely for watercraft storage, which may not occupy an area greater than 400 square feet nor be more than 20 feet wide;
- (c) Detached decks not exceed eight feet above grade at any point;
- (d) The structure must be treated to reduce visibility from public waters and adjacent shorelands by vegetation, topography, increased setbacks or color, assuming summer, leaf-on conditions;
- (e) The roof may be used as a deck with safety rails, but must not be enclosed or used as a storage area; and
- (f) The structure or facility must not be designed or used for human habitation and must not contain water supply or sewage treatment facilities.

(14) *Stairways, lifts and landings.*

(a) *Residential lots:*

1. Maximum width of stairways and lifts, four feet.
2. Maximum area, landings and lifts, 32 square feet.

(b) *All lots.*

1. No canopies or roofs over stairways, lifts and landings;
2. Stairways, lifts and landings must be located in the most visually inconspicuous portions of lots, as viewed from public water, assuming summer, leaf-on conditions, whenever practical.
3. Facilities such as ramps, lifts or mobility paths for physically handicapped persons are allowed for achieving access to shore areas, provided that the dimensional and performance standards of division (14)(a) above are complied with in addition to the requirements of Minn. Regulations Ch. 1340.

(15) No structure may be placed on a significant historic site in a manner that affects the value of the site unless adequate information about the site has been removed and documented in a public repository.

(16) The Zoning Administrator must evaluate possible soil erosion impacts and development visibility from public waters before issuing a permit for construction of sewage treatment systems, roads, driveways, structures or other improvements on steep slopes. When determined necessary, conditions must be attached to permits to prevent erosion and to preserve existing vegetation screening of structures, vehicles and other facilities as viewed from the surface of public waters, assuming summer, leaf-on vegetation.

(17) All structures in residential districts, except churches and nonresidential agricultural structures, must not exceed 25 feet in height.

(Ord. 1040, passed 1-5-16; Am. Ord. 1098, passed 9-21-21)

§ 154.054 SHORELAND ALTERATIONS.

(A) Alterations of vegetation and topography will be regulated to prevent erosion into public waters, fix nutrients, preserve shoreland aesthetics, preserve historic values, prevent bank slumping, and protect fish and wildlife habitat.

(B) Use of fertilizer and pesticides in the Shoreland Overlay District must be done in such a way as to minimize runoff into the shore impact zone or public water by the use of earth, vegetation, or both.

(C) Removal or alteration of vegetation, except for agricultural and forest management uses as regulated in §§ 154.058 and 154.059 respectively, is allowed subject to the following standards:

(1) Intensive vegetation clearing within the shore and bluff impact zones and on steep slopes is prohibited. Intensive vegetation clearing outside of these areas is permitted if the activity is consistent with the forest management standards in § 154.059.

(2) In shore and bluff impact zones and on steep slopes, limited clearing of trees and shrubs and cutting, pruning and trimming of trees is allowed to provide a view to the water from the principal dwelling site and to accommodate the placement of stairways and landings, picnic areas, access paths, livestock watering areas, beach and watercraft access areas and permitted water-oriented accessory structures or facilities, provided that:

(a) The screening of structures, vehicles or other facilities as viewed from the water, assuming summer, leaf-on conditions, is not substantially reduced; and

(b) The above provisions are not applicable to the removal of trees, limbs or branches that are dead, diseased or pose safety hazards.

(D) When grading and filling or excavations are authorized under a validly issued construction permit, separate issuance of a grading and filling permit is not required. If grading, filling or excavation activities will not involve a construction permit, then a grading and filling permit will be required for:

(1) The movement of more than ten cubic yards of material on steep slopes or within shore or bluff impact zones; and

(2) The movement of more than 50 cubic yards of material outside of steep slopes and shore and bluff impact zones.

(E) The following considerations and conditions must be adhered to during the reviews of requests for construction permits, grading and filling permits, conditional use permits, variances and subdivisions:

(1) Evaluation of a wetland, prior to issuance of a grading and filling permit, to determine how extensively the proposed activity would affect the following functional qualities of the wetland:

(a) Sediment and pollutant trapping and retention;

(b) Storage of surface runoff to prevent or reduce flood damage;

(c) Fish and wildlife habitat;

(d) Recreational use;

(e) Shoreline or bank stabilization; and

(f) Noteworthiness, including qualities such as historic significance, critical habitat for endangered plants and animals or others;

(2) Determination of whether the wetland alteration proposed requires permits, reviews or approvals by other local, state or federal agencies such as watershed districts, the Minnesota Department of Natural Resources or the United States Army Corps of Engineers;

(3) Design and implementation of alterations so as to ensure that only the smallest amount of bare ground is exposed for the shortest time possible; (Mulches or similar materials must be used, where necessary, for temporary bare soil coverage, and a permanent vegetation cover must be established as soon as possible.)

(4) Methods to minimize soil erosion and to trap sediments before they reach any surface water, stabilizing altered areas to acceptable erosion control standards consistent with guidelines of the Waseca County Soil and Water Conservation District and the United States Soil Conservation Service;

(5) Review of plans to place fill or excavated material on steep slopes by qualified professionals to ensure continued slope stability, and that slopes created are less than 30%;

(6) Placement of fill or excavated material so as not to create an unstable slope;

(7) No placement of fill or excavated material in bluff impact zones;

(8) Authorization by the commissioner for any alterations below the ordinary high water level of public waters, under M.S. Chapter 103G, as it may be amended from time to time;

(9) Topography alterations permitted only if they are accessory to permitted or conditional uses and do not adversely affect adjacent or nearby properties; and

(10) Placement of natural rock riprap, including associated grading of the shoreline and placement of a filter blanket permitted if the finished slope does not exceed three feet horizontal to one foot vertical, the landward extent of the riprap is within ten feet of the ordinary high water level, and the height of the riprap above the ordinary high water level does not exceed three feet.

(F) Excavations where the intended purpose is connection to a public water, such as boat slips, canals, lagoons and harbors, must be controlled by local shoreland controls. Permission for excavations may be given only after the commissioner has approved the proposed connection to public waters.

(Ord. 1040, passed 1-5-16)

§ 154.055 PLACEMENT AND DESIGN OF ROADS, DRIVEWAYS AND THE LIKE.

(A) Roads, driveways and parking areas must be designed to take advantage of natural vegetation and topography to achieve maximum screening from view from public waters.

(B) Documentation must be provided by a qualified individual that all roads and parking areas are designed and constructed to minimize and control erosion to public waters consistent with the field office technical guides of the Waseca County Soil and Water Conservation District or other applicable technical materials.

(C) Vegetation alteration necessary for construction of roads and parking areas are exempt from the vegetation alteration standards contained in § 154.054.

(D) Roads, driveways and parking areas must meet structure setbacks and must not be placed within bluff and shore impact zones when other reasonable and feasible placement alternatives exist. If no alternatives

exist, they may be placed in these areas and must be designed to minimize adverse impacts.

(E) Public and private watercraft access ramps, approach roads and access-related parking areas may be placed within shore impact zones provided the vegetative screening, erosion control and grading and filling conditions of § 154.054 are met.

(Ord. 1040, passed 1-5-16)

§ 154.056 STORMWATER MANAGEMENT.

Standards contained in § 154.156 shall be adhered to.

(Ord. 1040, passed 1-5-16)

§ 154.057 STANDARDS FOR COMMERCIAL, INDUSTRIAL AND PUBLIC USES.

(A) Surface water-oriented commercial uses and industrial, public or semipublic uses with similar needs to have access to and use of public waters may be located on parcels or lots with frontage on public waters.

(B) Uses without water-oriented needs must be located on lots or parcels without public waters frontage, or if located on lots or parcels with public waters frontage, must either be set back double the normal ordinary high water level setback or be substantially screened from view from the water by vegetation or topography, assuming summer leaf-on conditions.

(C) Those with water-oriented needs must meet the following standards:

(1) The uses must be designed to incorporate topographic and vegetative screening of parking areas and structures;

(2) Uses that require short-term watercraft mooring for patrons must centralize these facilities and design them to avoid obstructions of navigation and to be the minimum size necessary to meet the need; and

(3) Uses that depend on patrons arriving by watercraft may use signs and lighting to convey needed information to the public, subject to the following standards:

(a) No advertising signs or supporting facilities for the signs shall be placed in or upon public water;

(b) Signs may be placed, when necessary, within the shore impact zone if they are designed and sized to be the minimum necessary to convey needed information. They must only convey the location and name of the establishment and the general types of goods or services available. The signs must not contain other detailed information such as product brands and prices, must not be located higher than ten feet above the ground, and must not exceed 32 square feet in size. If illuminated, lights must be shielded or directed to prevent illumination out across public waters; and

(c) Other outside lighting may be located within the shore impact zone or over public waters if it is used primarily to illuminate potential safety hazards and is shielded or otherwise directed to prevent direct illumination out across public waters. This does not preclude use of navigational lights.

(Ord. 1040, passed 1-5-16)

§ 154.058 AGRICULTURAL USE STANDARDS.

(A) General cultivation farming, grazing, nurseries, horticulture, truck farming, sod farming and wild crop harvesting may be permitted uses if steep slopes and shore and bluff impact zones are maintained in permanent vegetation or operated under an approved conservation plan (Resource Management Systems) consistent with the field office technical guides of the Waseca County Soil and Water Conservation District or the United States Soil Conservation Service, as provided by a qualified individual or agency. The shore impact zone for parcels with permitted agricultural land uses is equal to a line parallel to and 50 feet from the ordinary high water level.

(B) Modifications or expansions to existing feedlots that are located within 300 feet of the ordinary high water level or within a bluff impact zone are allowed if they do not further encroach into the existing ordinary high water level setback or encroach on bluff impact zones.

(Ord. 1040, passed 1-5-16)

§ 154.059 FOREST MANAGEMENT STANDARDS.

Harvesting of timber and associated reforestation must be conducted consistent with the provisions of the Minnesota Nonpoint Source Pollution Assessment-Forestry and the provisions of Water Quality in Forest Management “Best Management Practices in Minnesota”.

(Ord. 1040, passed 1-5-16)

§ 154.060 WATER SUPPLY.

(A) Any public or private supply of water for domestic purposes shall conform to Minnesota Department of Health and Minnesota Pollution Control Agency standards for water quality.

(B) Private wells must be located, constructed, maintained and sealed in accordance with or in a more thorough manner than the Water Well Construction Code of the Minnesota Department of Health.

(C) Municipal water supply facilities shall be used where available.

(Ord. 1040, passed 1-5-16)

§ 154.061 SEWAGE TREATMENT.

(A) Municipal sewer systems shall be used where available.

(B) All private sewage and other sanitary waste disposal systems shall conform to applicable standards, criteria, rules and regulations of Minnesota Pollution Control Agency, as set forth in the document titled, “Individual Sewage Treatment Systems Standards, Ch. 7080,” is hereby adopted by reference and declared to be a part of this chapter.

(C) On-site sewage treatment systems shall be set back at least 75 feet from the ordinary high water level and four feet above highest known ground water table, bedrock or impervious soil conditions.

(D) Sewage treatment systems that are now inconsistent with the design criteria identified in division (B) above shall be reconstructed whenever a permit or variance of any type is required for any improvement on, or use of, the property.

(Ord. 1040, passed 1-5-16)

§ 154.062 ALTERATIONS OF BEDS OF PUBLIC WATERS.

Any work which will change or diminish the course, current or cross section of a public water shall be approved by the Commissioner before the work is begun. This includes construction of channels and ditches, lagooning, dredging of lakes or stream bottom for removal of muck, silt or weeds and filling in the lake or stream bed. Approval shall be construed to mean the issuance by the Commissioner of a permit under the procedures of M.S. Chapter 103F, as it may be amended from time to time.

(Ord. 1040, passed 1-5-16)

§ 154.063 NOTIFICATION REQUIRED.

(A) Copies of all notices of any public hearings to consider variances, amendments, subdivisions/ plats or conditional uses under local shoreland management controls must be sent to the Commissioner or the Commissioner’s designated representative and postmarked at least ten days before the hearings. Notices of hearings to consider proposed subdivisions/plats must include copies of the subdivision/plat.

(B) A copy of approved amendments and subdivisions/plats, and final decisions granting variances or conditional uses under local shoreland management controls must be sent to the Commissioner or the Commissioner’s designated representative and postmarked within ten days of final action.

(Ord. 1040, passed 1-5-16)