

REGULAR WASECA CITY COUNCIL MEETING
TUESDAY, MAY 5, 2020 7 p.m.
AGENDA

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

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

5 REQUESTS AND PRESENTATIONS

Waseca Area Chamber of Commerce: Director Fitch

6 CONSENT AGENDA

- A. Minutes –Regular City Council Meeting 4/21/20
- B. Payroll & Expenditures
- C. Resolution 20-20: Amending 2019 Budget

7 ACTION AGENDA

- A. Public Hearing: Ordinance 1080 – Annexing Certain City Lands into the City
- B. Resolution 20-19: Awarding Bids for City Project 2020-06
- C. RCCA: Highway 13 Project Cost Sharing Agreement

8 REPORTS

- A. City Manager's Report
- B. Commission Reports
 - EDA (Srp, Johnson)
 - DWT (Conrath)
 - Planning Commission (Srp, Arndt)

9 ANNOUNCEMENTS

10 ADJOURNMENT

PUBLIC ACCESS INSTRUCTIONS

Dial: 1-929-436-2866
Enter Code/Meeting I.D.: 931-3253-6036

**Notice of ALL Meetings of the
Waseca City Council
By Telephone and Electronic Means**

Pursuant to Minn. Stat. § 13D.021, subd. 1(1) I, Lee Mattson, City Manager of the City of Waseca, Minnesota, determined that in-person meetings of the Waseca City Council are not prudent during the COVID-19 health pandemic/peacetime emergency declared by the Governor's Executive Order No. 20-01 under Minn. Stat., Ch. 12. **As such, the Waseca City Council's meetings during such states of emergency, beginning with the Local Board of Appeal and Equalization meeting scheduled to occur at 7 p.m. on April 6, 2020, and all regular City Council meetings held on the 1st and 3rd Tuesday of the month at 7 p.m. will be held by telephone / other electronic means such as video conferencing, any or all member(s) of the Council may potentially attend such meeting by phone or electronic device.** A schedule of the Council's regular meetings is available in the City Clerk's office or on the City Website.

Additionally, I determine the presence of the public at the regular meeting location is not feasible due to the COVID-19 health pandemic/emergency declaration, pursuant to Minn. Stat. § 13D.021, subd. 1(3).

Finally, I determine that the presence of at least one member of the body, chief legal counsel, or chief administrative officer at the regular meeting location is unfeasible due to the COVID-19 health pandemic/emergency declaration, pursuant to Minn. Stat. § 13D.021, subd. 1(4).

Members of the public may monitor the meeting electronically from a remote location by dialing a conference number and entering a conference code; listening to a live audio stream available at a website or obtaining a link by email. Information on accessing each meeting remotely will be provided on the meeting's agenda. The City may require the person making a connection to pay for the documented additional cost that the body incurs as a result of the additional connection.

THIS NOTICE OF REGULAR MEETING BY TELEPHONE OR OTHER ELECTRONIC MEANS IS GIVEN PURSUANT TO MINN. STAT. § 13D.04, subd. 2.

Dated: April 2, 2020


Lee Mattson, Waseca City Manager

MINUTES
REGULAR WASECA CITY COUNCIL MEETING
TUESDAY, APRIL 21, 2020

CALL TO ORDER/ROLL CALL

- 1 The regular Waseca City Council meeting was called to order by Mayor Roy Srp at 7:00 p.m. The meeting was held electronically, due to COVID-19.

Councilmembers Present: Mayor Roy Srp Larry Johnson
Dave Arndt Les Tlougan
Jeremy Conrath Mark Christiansen
Allan Rose

Staff Present: Lee Mattson, City Manager

MOMENT OF SILENT PRAYER/PLEDGE OF ALLEGIANCE

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

APPROVAL OF AGENDA

- 3 It was moved by Tlougan, seconded by Rose, to approve the agenda as presented. Roll call 7-0. Motion carried.

PUBLIC COMMENT

- 4 None

REQUESTS AND PRESENTATIONS

5. None.

CONSENT AGENDA

- 6 It was moved by Conrath seconded by Arndt to approve the Consent Agenda as presented. Roll call 7-0. The motion carried.
- A. Minutes – Regular City Council Meeting April 7, 2020
 - B. Payroll & Expenditures
 - C. Approval of Tax Abatement Application
 - D. RCCA: Kritzer Building Purchase
 - E. RCCA: The Boathouse Lease Payments
 - F. Approval of Contract Payment: Keys Drilling

ACTION AGENDA

- 7 A. Resolution 20-18: Greenforest Conditional Use Permit: City Manager Mattson presented information. It was moved by Rose, seconded by Arndt. Roll call 7-0. The motion carried.

REPORTS

8. A. **City Manager's Report**
- Lead for Minnesota Fellow
 - Woods Edge Drainage Concerns
 - COVID update – many city functions are resumed. Some safety concerns remain.
 - City cleanup day – May 4th
 - County Board did not delay all late property tax fees.
 - Gary Sandholm and Lee Mattson met with Region 9.
 - Thank you to Sharon Dodson for making all city employees homemade masks.
 - EDA Loan Program
- 8B **Commission Reports**
- EDA – Srp, Johnson
 - Mayor Srp is proud of the work the EDA has done.
 - Johnson thinks this is a good program for our city.
 - DWT - Conrath
 - New banners discussed for State Street.
 - Asked the City Manager if portable toilets or park bathrooms could be open to the public.
 - Planning Commission – Arndt
 - Arndt gave the report about CUP Green Forest

ANNOUNCEMENTS

Rose – Keep being safe.
Tlougan – Thanks to everyone for doing their part.
Christiansen – 3rd Ave NE Potholes
Johnson – Inquired about the land near the south interchange
Arndt – If you are sick, stay home.
Srp – City Hall is handling themselves as they should. The community is handling themselves well.
Remember to follow safety recommendations.

ADJOURNMENT

- 10 There being no further business to be brought before the Council, it was moved by Arndt, seconded by Srp, to adjourn the meeting at 7:25 p.m.; Roll call, 7-0. Motion carried.

R. D. SRP
MAYOR

DENISE SEBERSON
ADMINISTRATIVE CLERK
OR AVAILABLE STAFF PER COVID-19 ORDERS

LIST OF EXPENDITURES

May 4, 2020

Lee A. Miller
Micah Foster

City Council	4,250.00	
Streets	27,644.97	
Parks	10,934.28	
Wastewater	14,415.88	
Utility Administration	4,709.63	
Utility Billing	7,810.69	
Electric	13,684.68	
Water	3,134.86	
Building and Code Compliance	2,614.42	
Police	62,161.94	
Administration	7,468.88	
Community Aides	0.00	
Fire	8,848.05	
Paid On Call Fire Department	700.00	
Election Judges	0.00	
PEG	0.00	
Finance	9,728.81	
Connections	1,908.96	
Community Development	5,259.10	
Engineering	16,663.98	
Recreation	2,098.21	
Econ Development	<u>2,685.97</u>	
 Total Gross Payroll	 206,723.31	
 *Less- Payroll Deductions	 <u>(67,826.63)</u>	
 Net Payroll Cost		\$ 138,896.68

*These costs are included in Accounts Payable totals below

Accounts Payable

Expenditures dated:
April 18, 2020-May 1, 2020
Includes check #'s 154992-155080
Bank ACH Withdrawals..... 575,848.76

GRAND TOTAL EXPENDITURES \$ 714,745.44

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
General Fund						
04/30/2020	42023	MN Sales and Use Tax Payable	Sales tax payable	101-20210-0000	105.68	M
Total 101202100000:					105.68	
04/30/2020	42029	ACH Internal Revenue Service	FEDERAL WITHHOLDING TAX Pay Period: 4/19/2020	101-21701-0000	20,050.24	M
Total 101217010000:					20,050.24	
04/30/2020	42024	MN Department of Revenue	STATE WITHHOLDING TAX Pay Period: 4/19/2020	101-21702-0000	8,983.62	M
Total 101217020000:					8,983.62	
04/30/2020	42029	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 4/19/2020	101-21703-0000	8,296.34	M
04/30/2020	42029	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 4/19/2020	101-21703-0000	8,296.34	M
Total 101217030000:					16,592.68	
04/30/2020	42026	Public Employees Retirement Assn (ACH	PERA COORD Emplr 1% Pay Period: 4/19/2020	101-21704-0000	1,335.49	M
04/30/2020	42026	Public Employees Retirement Assn (ACH	PERA COORDINATED Employee Pay Period: 4/19/2020	101-21704-0000	8,680.68	M
04/30/2020	42026	Public Employees Retirement Assn (ACH	PERA POLICE Employee Pay Period: 4/19/2020	101-21704-0000	7,565.18	M
04/30/2020	42026	Public Employees Retirement Assn (ACH	DEF CONTRIBUTION/EMPL Pay Period: 4/19/2020	101-21704-0000	88.05	M
04/30/2020	42026	Public Employees Retirement Assn (ACH	PERA COORDINATED Employer Pay Period: 4/19/2020	101-21704-0000	8,680.67	M
04/30/2020	42026	Public Employees Retirement Assn (ACH	PERA POLICE Employer Pay Period: 4/19/2020	101-21704-0000	11,347.78	M
04/30/2020	42026	Public Employees Retirement Assn (ACH	DEF CONT Employer Pay Period: 4/19/2020	101-21704-0000	88.05	M
04/30/2020	42026	Public Employees Retirement Assn (ACH	Adjustment	101-21704-0000	.03	M
Total 101217040000:					37,785.93	
05/01/2020	20200350	Greater Mankato Area United Way	UNITED WAY Pay Period: 4/19/2020	101-21708-0000	55.00	
Total 101217080000:					55.00	
05/01/2020	155051	NCPERS Minnesota - 8266711	LIFE INSURANCE - PERA Pay Period: 4/19/2020	101-21711-0000	208.00	
Total 101217110000:					208.00	
04/30/2020	42029	ACH Internal Revenue Service	MEDICARE Pay Period: 4/19/2020	101-21712-0000	2,794.84	M
04/30/2020	42029	ACH Internal Revenue Service	MEDICARE Pay Period: 4/19/2020	101-21712-0000	2,794.84	M
Total 101217120000:					5,589.68	
04/30/2020	42030	MSRS- (DEF COMP)	MSRS - ROTH (AFTER TAX) Pay Period: 4/19/2020	101-21713-0000	1,060.00	M
04/30/2020	42030	MSRS- (DEF COMP)	MSRS - DEF COMP Pay Period: 4/19/2020	101-21713-0000	595.00	M
Total 101217130000:					1,655.00	
04/30/2020	42028	Vantagepoint Transfer Agents 457	ICMA DEF COMPENSATION Pay Period: 4/19/2020	101-21714-0000	440.00	M
Total 101217140000:					440.00	
04/30/2020	42025	AFLAC	AFLAC AFTER TAX Pay Period: 4/5/2020	101-21715-0000	325.78	M
04/30/2020	42025	AFLAC	AFLAC PRE TAX Pay Period: 4/5/2020	101-21715-0000	643.61	M
04/30/2020	42025	AFLAC	AFLAC AFTER TAX Pay Period: 4/19/2020	101-21715-0000	325.78	M
04/30/2020	42025	AFLAC	AFLAC PRE TAX Pay Period: 4/19/2020	101-21715-0000	643.61	M

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Total 101217150000:					1,938.78	
04/30/2020	42022	Further	Flex/HSA Reimbursement	101-21716-0000	270.19	M
04/30/2020	42031	Further	HSA DEDUCTION Pay Period: 4/19/2020	101-21716-0000	413.34	M
Total 101217160000:					683.53	
04/30/2020	42027	MN Child Support Payment Center	CHILD SUPPORT FLAT AMT Pay Period: 4/19/2020	101-21717-0000	1,245.95	M
Total 101217170000:					1,245.95	
04/24/2020	155007	MN Public Employees Insurance Progra	McKay Cobra	101-21720-0000	608.32	
04/24/2020	155007	MN Public Employees Insurance Progra	Timlin	101-21720-0000	1,663.66	
04/24/2020	155007	MN Public Employees Insurance Progra	Anderson	101-21720-0000	1,055.34	
04/24/2020	155007	MN Public Employees Insurance Progra	Olsem Adjustment	101-21720-0000	608.32	
04/22/2020	155000	MN Public Employees Insurance Progra	PEIP Single Pay Period: 4/5/2020	101-21720-0000	12,774.72	
04/22/2020	155000	MN Public Employees Insurance Progra	PEIP Employee + 1 Pay Period: 4/5/2020	101-21720-0000	1,127.88	
04/22/2020	155000	MN Public Employees Insurance Progra	PEIP Employee + 1 Pay Period: 4/5/2020	101-21720-0000	4,511.79	
04/22/2020	155000	MN Public Employees Insurance Progra	PEIP Family Pay Period: 4/5/2020	101-21720-0000	2,828.12	
04/22/2020	155000	MN Public Employees Insurance Progra	PEIP Family Pay Period: 4/5/2020	101-21720-0000	11,312.99	
04/22/2020	155000	MN Public Employees Insurance Progra	PEIP Single Pay Period: 4/19/2020	101-21720-0000	12,470.56	
04/22/2020	155000	MN Public Employees Insurance Progra	PEIP Employee + 1 Pay Period: 4/19/2020	101-21720-0000	1,127.88	
04/22/2020	155000	MN Public Employees Insurance Progra	PEIP Employee + 1 Pay Period: 4/19/2020	101-21720-0000	4,511.79	
04/22/2020	155000	MN Public Employees Insurance Progra	PEIP Family Pay Period: 4/19/2020	101-21720-0000	3,160.84	
04/22/2020	155000	MN Public Employees Insurance Progra	PEIP Family Pay Period: 4/19/2020	101-21720-0000	12,339.77	
Total 101217200000:					66,774.66	
05/01/2020	155035	Finke, Leroy	Park reservation refund	101-34785-0000	45.00	
Total 101347850000:					45.00	
05/01/2020	20200358	Personalized Printing Inc.	Spring Newsletter	101-41110-3500	1,024.35	
Total 101411103500:					1,024.35	
05/01/2020	20200362	Waseca Area Senior Citizens Center	City Contribution	101-41110-4455	1,125.00	
Total 101411104455:					1,125.00	
04/30/2020	42021	Further	Flex/HSA Admin Fees	101-41500-1600	288.25	M
Total 101415001600:					288.25	
05/01/2020	155074	Waseca County Auditor-Treasurer	Legal Services - Contract Payment	101-41600-3000	5,370.33	
Total 101416003000:					5,370.33	
05/01/2020	20200353	Innovative Office Supply	Office Supplies	101-41940-2000	13.06	
Total 101419402000:					13.06	
05/01/2020	20200341	Bomgaars Supply	Parts & Supplies	101-41940-2170	74.98	
05/01/2020	20200342	Border States Electric Supply	Exit Lights	101-41940-2170	139.28	
05/01/2020	155055	Red Feather Paper Company	2 ply tissue, roll towels, can liners	101-41940-2170	65.30	

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101419402170:					279.56
05/01/2020	20200343	Cady Business Technologies Inc	Monthly Phone Support Plan	101-41940-3100	262.62
05/01/2020	155024	Cintas Corporation	Floor mat service	101-41940-3100	45.05
Total 101419403100:					307.67
05/01/2020	155028	Consolidated Communications	Monthly Billing	101-41940-3200	179.56
05/01/2020	155028	Consolidated Communications	Monthly Billing	101-41940-3200	89.96
Total 101419403200:					269.52
05/01/2020	155023	Centerpoint Energy	Monthly Billing	101-41940-3800	413.59
Total 101419403800:					413.59
05/01/2020	155076	Waseca County Treasurer	1st Half 2020 Property Tax	101-41940-4800	1,854.00
Total 101419404800:					1,854.00
05/01/2020	20200353	Innovative Office Supply	Office Supplies	101-42100-2000	16.10
05/01/2020	20200353	Innovative Office Supply	Office Supplies - Police	101-42100-2000	48.95
Total 101421002000:					65.05
05/01/2020	20200341	Bomgaars Supply	Parts & Supplies	101-42100-2170	6.48
05/01/2020	155049	Midwest Ethanol LLC	Hand Sanitizer	101-42100-2170	30.00
Total 101421002170:					36.48
05/01/2020	20200361	Streicher's	Uniform expense	101-42100-2180	129.98
05/01/2020	20200361	Streicher's	bullet proof vest expense	101-42100-2180	1,752.00
05/01/2020	20200361	Streicher's	Uniform expense	101-42100-2180	159.97
Total 101421002180:					2,041.95
05/01/2020	20200340	Blue Earth County	1st Qrt MDT's	101-42100-3100	540.00
Total 101421003100:					540.00
05/01/2020	155028	Consolidated Communications	Monthly Billing	101-42100-3200	179.56
05/01/2020	155028	Consolidated Communications	Monthly Billing	101-42100-3200	282.30
05/01/2020	155028	Consolidated Communications	Monthly Billing	101-42100-3200	27.22
Total 101421003200:					489.08
05/01/2020	155023	Centerpoint Energy	Monthly Billing	101-42100-3800	395.86
Total 101421003800:					395.86
05/01/2020	155017	Ancom Communications Inc	pager repair	101-42200-2170	278.00
Total 101422002170:					278.00
05/01/2020	155018	Aspen Mills Inc	Uniform	101-42200-2180	122.20

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101422002180:					122.20
05/01/2020	155028	Consolidated Communications	Monthly Billing	101-42200-3200	27.22
Total 101422003200:					27.22
05/01/2020	155023	Centerpoint Energy	Monthly Billing	101-42200-3800	395.86
05/01/2020	155028	Consolidated Communications	Monthly Billing	101-42200-3800	29.20
Total 101422003800:					425.06
05/01/2020	20200344	City Building Inspection Services LLC	April Building Inspections	101-42400-3000	5,339.52
Total 101424003000:					5,339.52
05/01/2020	42032	Verizon Wireless	Monthly Verizon Data Bill	101-43000-3200	65.03 M
Total 101430003200:					65.03
05/01/2020	155019	Auto Value Waseca	Parts	101-43100-2170	163.77
05/01/2020	20200341	Bomgaars Supply	Parts & Supplies	101-43100-2170	43.86
05/01/2020	20200341	Bomgaars Supply	Parts & Supplies	101-43100-2170	254.24
05/01/2020	155025	Cintas Corporation	First aid cabinet supplies	101-43100-2170	40.78
05/01/2020	20200351	IFACS	supplies	101-43100-2170	33.79
05/01/2020	20200360	Share Corporation	spray disinfectant	101-43100-2170	184.10
05/01/2020	155060	State Chemical Manufacturing Co.	disinfectant spray	101-43100-2170	162.80
Total 101431002170:					883.34
05/01/2020	20200338	AmeriPride Services Inc	uniform-service	101-43100-2180	192.46
Total 101431002180:					192.46
05/01/2020	155046	Manthe Garage Doors	Door repair	101-43100-2230	228.50
Total 101431002230:					228.50
05/01/2020	20200341	Bomgaars Supply	Parts & Supplies	101-43100-2400	555.61
Total 101431002400:					555.61
05/01/2020	155028	Consolidated Communications	Monthly Billing	101-43100-3200	29.22
Total 101431003200:					29.22
05/01/2020	155023	Centerpoint Energy	Monthly Billing	101-43100-3800	815.46
Total 101431003800:					815.46
05/01/2020	20200347	Diamond Vogel Paints	traffic paint	101-43170-2170	1,675.18
Total 101431702170:					1,675.18
05/01/2020	20200352	Independent School District #829	City Contribution Com Ed	101-45100-3100	8,333.33

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101451003100:					8,333.33
05/01/2020	155037	Hawkins Inc	Hawkins Chemicals	101-45130-2165	1,832.27
Total 101451302165:					1,832.27
05/01/2020	155028	Consolidated Communications	Monthly Billing	101-45130-3200	166.56
Total 101451303200:					166.56
05/01/2020	155023	Centerpoint Energy	Monthly Billing	101-45130-3800	262.77
Total 101451303800:					262.77
05/01/2020	20200358	Personalized Printing Inc.	Water Park Safety Signs	101-45130-4000	1,145.60
Total 101451304000:					1,145.60
05/01/2020	20200354	James Brothers Construction Inc.	Screened Dirt	101-45200-2170	300.00
Total 101452002170:					300.00
05/01/2020	20200341	Bomgaars Supply	Parts & Supplies	101-45200-2400	466.67
Total 101452002400:					466.67
05/01/2020	155058	Sam Bartelt Tree Service & Snow Remov	Stump Grinding	101-45200-3100	2,794.00
Total 101452003100:					2,794.00
05/01/2020	155028	Consolidated Communications	Monthly Billing	101-45200-3200	25.23
Total 101452003200:					25.23
05/01/2020	155023	Centerpoint Energy	Monthly Billing	101-45200-3800	209.10
05/01/2020	155023	Centerpoint Energy	Monthly Billing	101-45200-3800	28.08
Total 101452003800:					237.18
05/01/2020	155056	Rent 'N' Save Portable Services	March Park - Portable Toilets	101-45200-4100	80.79
Total 101452004100:					80.79
05/01/2020	155023	Centerpoint Energy	Monthly Billing	101-45500-3800	377.34
05/01/2020	155028	Consolidated Communications	Monthly Billing	101-45500-3800	53.87
Total 101455003800:					431.21
05/01/2020	20200341	Bomgaars Supply	Parts & Supplies	101-45500-4000	16.99
05/01/2020	20200359	ServiceMaster by Ayotte	Carpet Cleaning	101-45500-4000	1,896.70
Total 101455004000:					1,913.69
Total General Fund:					205,293.60

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Airport					
05/01/2020	155061	Stensrud Aviation	Airport Contract Payment	230-49810-3100	2,300.00
Total 230498103100:					2,300.00
05/01/2020	42033	CenturyLink	Airport Phone and Internet	230-49810-3200	110.30 M
Total 230498103200:					110.30
05/01/2020	155023	Centerpoint Energy	Monthly Billing	230-49810-3800	36.22
Total 230498103800:					36.22
05/01/2020	155076	Waseca County Treasurer	Airport	230-49810-4800	1,347.00
05/01/2020	155076	Waseca County Treasurer	Airport	230-49810-4800	6,154.00
Total 230498104800:					7,501.00
Total Airport:					9,947.52
Economic Development-General f					
05/01/2020	155016	American Motel	Covid-19 Loan	261-11520-0000	2,720.00
04/22/2020	154992	Barney's Drive In	EDA COVID-19 RLF	261-11520-0000	5,000.00
05/01/2020	155022	Cassie's Classic Cuts	Covid-19 Loan	261-11520-0000	2,720.00
04/22/2020	154993	Cuttings Body Shop	EDA COVID-19 RLF	261-11520-0000	5,000.00
05/01/2020	155029	Cuttings Body Shop	Covid-19 Loan	261-11520-0000	1,720.00
04/22/2020	154994	D & M Body Shop Inc.	EDA COVID-19 RLF	261-11520-0000	5,000.00
05/01/2020	155030	D & M Body Shop Inc.	EDA COVID-19 RLF	261-11520-0000	1,720.00
04/22/2020	154995	Deb & CO	EDA COVID-19 RLF	261-11520-0000	4,000.00
05/01/2020	155031	Deb & CO	Covid-19 Loan	261-11520-0000	2,720.00
05/01/2020	155032	EL MOLINO	COVID-19 RLF	261-11520-0000	1,720.00
05/01/2020	155036	Four Seasons Athletics	COVID-19 RLF	261-11520-0000	3,376.00
05/01/2020	155038	Healing Hands Wellness Group	Covid-19 loan	261-11520-0000	2,032.00
04/22/2020	154996	Homestead	EDA COVID-19 RLF	261-11520-0000	5,000.00
05/01/2020	155039	Homestead	Covid-19 Loan	261-11520-0000	1,720.00
04/22/2020	154997	Kroeger's Konzept	EDA COVID-19 RLF	261-11520-0000	4,000.00
05/01/2020	155042	Kroeger's Konzept	Covid-19 Loan	261-11520-0000	1,040.00
04/22/2020	154998	La Pre Chel	EDA COVID-19 RLF	261-11520-0000	4,000.00
05/01/2020	155043	La Pre Chel	Covid-19 Loan	261-11520-0000	2,720.00
05/01/2020	155045	Lush Cakes	Covid-19 Loan	261-11520-0000	2,540.00
05/01/2020	155048	Metro Exteriors	Covid-19 Loan	261-11520-0000	6,720.00
04/22/2020	154999	Mis 3 Flores	EDA COVID-19 RLF	261-11520-0000	5,000.00
05/01/2020	155050	Mis 3 Flores	Covid-19 Loan	261-11520-0000	1,720.00
04/22/2020	155001	Past & Present Antiques	EDA COVID-19 RLF	261-11520-0000	5,000.00
05/01/2020	155052	Past & Present Antiques	Covid-19 Loan	261-11520-0000	1,720.00
05/01/2020	155053	Pippi Lane Boutique	Covid-19 Loan	261-11520-0000	1,720.00
05/01/2020	155054	Precision Chiropractic and Wellness	Covid-19 Loan	261-11520-0000	1,720.00
05/01/2020	155057	RusJo LLC	Covid-19	261-11520-0000	1,720.00
04/22/2020	155002	SouthSide Marine Inc.	EDA COVID-19 RLF	261-11520-0000	5,000.00
05/01/2020	155059	SouthSide Marine Inc.	Covid-19 Loan	261-11520-0000	1,720.00
05/01/2020	155062	Suburban Furniture Inc.	COVID-19 RLF	261-11520-0000	1,720.00
05/01/2020	155063	Takara's Kids Clubhouse Daycare	Covid-19 Loan	261-11520-0000	1,720.00
05/01/2020	155064	Tas Adventure Inc	Covid-19 Loan	261-11520-0000	1,720.00
05/01/2020	155065	Tesch Service Center Co.	COVID-19 RLF	261-11520-0000	3,720.00
05/01/2020	155067	The Boat House Grill & Bar	Covid-19 Loan	261-11520-0000	1,720.00
05/01/2020	155068	The Mill Bar LLC	Covid-19 Loan	261-11520-0000	1,720.00

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
05/01/2020	155069	The Will's Company Inc	Covid-19 Loan	261-11520-0000	6,720.00
04/22/2020	155003	Thrivent Financial	EDA COVID-19 RLF	261-11520-0000	3,500.00
05/01/2020	155070	Thrivent Financial	Covid-19 Loan	261-11520-0000	2,212.00
04/22/2020	155004	Tre Chic Boutique	EDA COVID-19 RLF	261-11520-0000	3,000.00
05/01/2020	155071	Tre Chic Boutique	Covid-19 Loan	261-11520-0000	360.00
05/01/2020	155073	Waseca Chrysler Center	Covid-19 Loan	261-11520-0000	6,720.00
05/01/2020	155075	Waseca County Auto Sales	Covid-19 Loan	261-11520-0000	1,720.00
05/01/2020	155077	Waseca Glass LLC	Covid-19 Loan	261-11520-0000	1,720.00
05/01/2020	155078	Wellness for Life	Covid-19 Loan	261-11520-0000	6,720.00
05/01/2020	155080	ZINNIAS	COVID-19 RLF	261-11520-0000	4,720.00
Total 261115200000:					140,500.00
Total Economic Development-General f:					140,500.00
Capital Improvement					
04/24/2020	155006	Byron Real Estate Trust	Kritzer Bldg Purchase	430-43010-5200	1,306.87
Total 430430105200:					1,306.87
05/01/2020	155047	Metro Brick Inc	TLCF Dugout Brick Material	430-43010-5340	3,125.00
Total 430430105340:					3,125.00
05/01/2020	155021	Braun Intertec Corporation	Geotechnical Evaluation NE Trail Bridge	430-43010-5440	9,550.00
Total 430430105440:					9,550.00
05/01/2020	155034	Finance & Commerce Inc	2020-01 Advertisement for bids	430-43010-5560	154.16
Total 430430105560:					154.16
05/01/2020	20200355	Javens Mechanical Contracting Co.	PSB HVAC Renovations	430-43010-5787	48,179.00
Total 430430105787:					48,179.00
Total Capital Improvement:					62,315.03
Annexation & Growth fund					
05/01/2020	155076	Waseca County Treasurer	SE Property	470-46800-4800	1,568.00
05/01/2020	155076	Waseca County Treasurer	1st half 2020 property tax	470-46800-4800	700.00
Total 470468004800:					2,268.00
Total Annexation & Growth fund:					2,268.00
Water					
04/30/2020	42023	MN Sales and Use Tax Payable	Sales tax payable	601-20210-0000	1,143.11 M
Total 601202100000:					1,143.11
05/01/2020	20200341	Bomgaars Supply	Parts & Supplies	601-49401-2230	15.06
Total 601494012230:					15.06
05/01/2020	155023	Centerpoint Energy	Monthly Billing	601-49401-3800	43.07

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 601494013800:					43.07
05/01/2020	20200341	Bomgaars Supply	Parts & Supplies	601-49430-2180	39.99
05/01/2020	20200341	Bomgaars Supply	Parts & Supplies	601-49430-2180	177.98
Total 601494302180:					217.97
05/01/2020	20200346	Core & Main LP	valve repair	601-49430-2230	119.94
Total 601494302230:					119.94
05/01/2020	20200357	Lenz Lawn Care & Landscaping Inc.	Restoration from water main break	601-49430-4000	582.50
Total 601494304000:					582.50
05/01/2020	20200353	Innovative Office Supply	Toner	601-49585-2000	33.14
Total 601495852000:					33.14
05/01/2020	155028	Consolidated Communications	Monthly Billing	601-49585-3200	47.88
05/01/2020	155072	U.S. Postal Service	Postage - May utility bills	601-49585-3200	431.92
Total 601495853200:					479.80
05/01/2020	20200358	Personalized Printing Inc.	Envelopes	601-49585-3500	427.70
Total 601495853500:					427.70
05/01/2020	20200357	Lenz Lawn Care & Landscaping Inc.	Blvd clean up	601-49593-5300	247.50
Total 601495935300:					247.50
Total Water:					3,309.79
Sanitary Sewer					
05/01/2020	155028	Consolidated Communications	Monthly Billing	602-49470-3200	473.32
Total 602494703200:					473.32
05/01/2020	155023	Centerpoint Energy	Monthly Billing	602-49470-3800	19.95
05/01/2020	155023	Centerpoint Energy	Monthly Billing	602-49470-3800	146.20
Total 602494703800:					166.15
05/01/2020	155019	Auto Value Waseca	Parts	602-49470-4020	192.58
Total 602494704020:					192.58
05/01/2020	20200345	Continental Research Corporation	TLC	602-49480-2170	591.76
Total 602494802170:					591.76
05/01/2020	155033	FedEx	Fed Ex	602-49480-3100	6.83

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 602494803100:					6.83
05/01/2020	155028	Consolidated Communications	Monthly Billing	602-49480-3200	167.75
Total 602494803200:					167.75
05/01/2020	155023	Centerpoint Energy	Monthly Billing	602-49480-3800	2,033.89
05/01/2020	155079	Xcel Energy	March Service	602-49480-3800	10,387.53
Total 602494803800:					12,421.42
05/01/2020	20200353	Innovative Office Supply	Toner	602-49585-2000	33.14
Total 602495852000:					33.14
05/01/2020	155028	Consolidated Communications	Monthly Billing	602-49585-3200	47.88
05/01/2020	155072	U.S. Postal Service	Postage - May utility bills	602-49585-3200	431.92
Total 602495853200:					479.80
05/01/2020	20200358	Personalized Printing Inc.	Envelopes	602-49585-3500	427.70
Total 602495853500:					427.70
05/01/2020	155026	Clark Equipment	Bobcat	602-49593-5400	8,500.00
05/01/2020	155040	K Turbo USA Inc	KTurbo Blower #1 Rebuild	602-49593-5400	14,180.00
Total 602495935400:					22,680.00
Total Sanitary Sewer:					37,640.45
Electric Utility					
04/30/2020	42023	MN Sales and Use Tax Payable	Sales tax payable	604-20210-0000	28,468.21 M
Total 604202100000:					28,468.21
05/01/2020	155015	Allied Overhead Door Inc	Overhead Doors	604-49571-2230	181.26
Total 604495712230:					181.26
05/01/2020	20200341	Bomgaars Supply	Parts & Supplies	604-49571-2400	555.61
Total 604495712400:					555.61
05/01/2020	20200353	Innovative Office Supply	Ink	604-49585-2000	27.72
05/01/2020	20200353	Innovative Office Supply	Toner	604-49585-2000	33.14
05/01/2020	20200353	Innovative Office Supply	Ink	604-49585-2000	19.38
Total 604495852000:					80.24
05/01/2020	155028	Consolidated Communications	Monthly Billing	604-49585-3200	89.79
05/01/2020	155028	Consolidated Communications	Monthly Billing	604-49585-3200	32.30
05/01/2020	155072	U.S. Postal Service	Postage - May utility bills	604-49585-3200	431.92

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 604495853200:					554.01
05/01/2020	20200358	Personalized Printing Inc.	Envelopes	604-49585-3500	427.70
Total 604495853500:					427.70
05/01/2020	20200339	Batteries Plus Bulbs	Batteries	604-49586-2000	18.24
05/01/2020	20200339	Batteries Plus Bulbs	Batteries	604-49586-2000	82.50
Total 604495862000:					100.74
05/01/2020	20200356	JT Services of MN	led photo eyes	604-49593-5300	1,368.93
Total 604495935300:					1,368.93
Total Electric Utility:					31,736.70
Central Garage Services					
05/01/2020	155019	Auto Value Waseca	Parts	701-43180-2170	123.99
05/01/2020	20200360	Share Corporation	spray cleaner	701-43180-2170	140.46
Total 701431802170:					264.45
05/01/2020	155019	Auto Value Waseca	Parts	701-43180-2210	119.00
05/01/2020	155020	Bock's Service Inc.	Tire mount/balance	701-43180-2210	49.50
05/01/2020	155041	Kris Engineering Inc.	standard grader blades	701-43180-2210	341.10
05/01/2020	155066	Texas Refinery Corp.	gear lube	701-43180-2210	877.20
Total 701431802210:					1,386.80
Total Central Garage Services:					1,651.25
Property and Liability Insuran					
05/01/2020	20200349	First National Insurance	May Agency Fee	702-49955-3000	800.00
Total 702499553000:					800.00
Total Property and Liability Insuran:					800.00
Worker's Compensation Insuranc					
05/01/2020	155044	League of MN Cities Insurance Trust	2nd Qtr Work Comp	703-49956-1510	54,703.00
Total 703499561510:					54,703.00
Total Worker's Compensation Insuranc:					54,703.00
Equipment Replacement Fund					
05/01/2020	155027	Cleaner Air Solutions	Duct cleaning	705-49910-5400	5,850.00
05/01/2020	155027	Cleaner Air Solutions	Duct cleaning - Parks Dept	705-49910-5400	2,625.00
Total 705499105400:					8,475.00
05/01/2020	20200348	Emergency Automotive Technologies Inc.	new squad expense	705-49920-5400	954.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 705499205400:					954.00
05/01/2020	155026	Clark Equipment	Bobcat	705-49950-5400	16,254.42
Total 705499505400:					16,254.42
Total Equipment Replacement Fund:					25,683.42
Grand Totals:					575,848.76

Report Criteria:

Report type: GL detail

[Report].Amount = {<>} 0

RESOLUTION NO. 20-20

**RESOLUTION AMENDING CITY OF WASECA
BUDGET FOR CALENDAR YEAR 2019**

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

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

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

NOW THEREFORE, BE IT FURTHER RESOLVED that the Mayor and Council of the City of Waseca hereby approve that the 2019 Budget of the City of Waseca for the calendar year beginning January 1, which has previously been adopted by the City Council is hereby amended as follows:

Account Number	Description	Amount	Change
390-31010-0000	2014A Bond Levy	\$ 389,603	Increase
390-39201-0000	Transfers in - General	\$ 389,603	Decrease
101-49300-7270	Transfer Out - 2014A Debt Service	\$ 371,050	Decrease
101-31015-0000	Debt Service Levies	\$ 476,650	Decrease
395-39200-0000	Transfers in - General	\$ 105,600	Decrease
395-31010-0000	Refunding Bond 2014B Levy	\$ 105,600	Increase
101-49300-7280	Transfer Out - 2014B Refunding	\$ 105,600	Decrease

Adopted this 5th Day of May 2019.

ROY D. SRP
MAYOR

ATTEST:

MIKE ANDERSON
ASSISTANT TO THE CITY MANAGER

Title:	Public Hearing: Ordinance No. 1080: Annexing Certain Lands Owned by The City of Waseca into City Limits		
Meeting Date:	May 5, 2020	Agenda Item Number:	7A
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Ordinance No. 1080
Originating Department:	Administration	Presented By:	City Manager
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to adopt Ordinance 1080		
How does this item pertain to Vision 2030 goals?	High Quality Community Assets		

BACKGROUND: The City of Waseca owns 62.29 Acres of land in the Southeast part of town that currently is not within City Limits. City Staff has sought input on development of the parcel and has been advised, by a developer, that the fact that the land is not currently in city limits may inhibit interest in the area as annexation adds to the timeline of creating a development. Annexing the property now will allow the City to respond more nimbly to potential development opportunities as they arise.

Ordinance 1080 was introduced at the April 7, 2020 Council Meeting. A Public Hearing notice was published in the Waseca County news allowing for proper notice to allow residents voices to be heard regarding the annexation process.

Staff has gone through the proper process for annexing this land into the City per MN Statute 414.033.

BUDGET IMPACT: Tax revenue from the property.

POLICY QUESTION: The City Council has the authority to approve annexations.

ALTERNATIVES CONSIDERED: None.

RECOMMENDATION: Staff is recommending the City Council adopt Ordinance 1080: Annexing City owned land into City Limits.

ORDINANCE NO. 1080

**AN ORDINANCE ANNEXING CERTAIN LANDS FROM WOODVILLE TOWNSHIP INTO THE CITY
OF WASECA, MINNESOTA
AND ESTABLISHING ZONING THEREOF**

WHEREAS, the City of Waseca, is the owner of the property, incorporated herein by this reference (the Property); and

WHEREAS, The Property is described in **Exhibit A** and depicted in **Exhibit B** attached hereto and incorporated herein by this reference; and

WHEREAS, the Waseca City Council finds that the Property abuts the limits of the City of Waseca; the Property is owned by the City of Waseca; and the Property is not included with any other municipality.

NOW, THEREFORE, The City Council of Waseca, Minnesota does hereby determine, find and ordain:

- Section 1. That the Property abuts the City of Waseca and consists of 62.29 acres.
- Section 2. That the Property is owned by the City of Waseca.
- Section 3. The corporate limits of the City of Waseca area extended to include the Property.
- Section 4. Certified copies of this Ordinance shall be filed with Municipal Boundary Adjustments Office, and the Clerk of the Woodville Township Board.
- Section 5. This Ordinance shall be effective: upon passage and legal publication and the filing of the certified copies and, upon approval of the Ordinance by the Municipal Boundary Adjustments Office.
- Section 6. Upon annexation this parcel will be zoned R-3, Multi Family Low & Medium Density District.
- Section 7. The Waseca Zoning Map shall be amended as shown in the attached **EXHIBIT C**.

Adopted by the City Council of Waseca, Minnesota, this 5th day of May, 2020.

R. D. SRP
MAYOR

ATTEST:

MIKE ANDERSON
ASSISTANT TO THE CITY MANAGER

Introduced: April 7, 2020
Adopted: May 5, 2020
Published: May 8, 2020
Effective: May 15, 2020

EXHIBIT "A"

All that part of Government Lot Four (4) in Section Seventeen (17), Township One Hundred Seven (107) North, Range Twenty-two (22) West, AND Government Lots One (1) and Two (2) in Section Twenty (20), Township One Hundred Seven (107) North, Range Twenty-two (22) West, Waseca County, Minnesota, described as follows:

Commencing at the Southeast (SE) corner of the Plat of Schaumkessel's Fourth Subdivision, as the same is platted and recorded in the office of the County Recorder of Waseca County, Minnesota; thence North Ninety Degrees Zero Minutes Zero Seconds (90° 00' 00") East, a distance of Nine Hundred Sixty-two and Twenty-five Hundredths (962.25) feet, on an assumed bearing on an Easterly extension of the South line of said Schaumkessel's Fourth Subdivision, to a point on the Westerly line of that certain tract of land described in Book 57 of Deeds, page 595, as the same is recorded in the office of the Waseca County Recorder; thence Southerly as follows on the Westerly line of said tract of land described in Book 57 of Deeds, page 595: South Fifteen Degrees Thirteen Minutes Forty-four Seconds (15° 13' 44") East, a distance of Thirty-five and Thirty Hundredths (35.30) feet; South One Degree Twenty-two Minutes Forty-four Seconds (01° 22' 44") East, a distance of Two Hundred Fifteen and Twenty Hundredths (215.20) feet; South Twenty-five Degrees Forty-two Minutes Sixteen Seconds (25° 42' 16") West, a distance of Four Hundred Ninety-three and Eighty-one Hundredths (493.81) feet; South Thirty-one Degrees Twenty-nine Minutes Sixteen Seconds (31° 29' 16") West, a distance of Four Hundred Ninety and Twenty-two Hundredths (490.22) feet; South Eighteen Degrees Seven Minutes Forty-four Seconds (18° 07' 44") East, a distance of Six Hundred Twenty-nine and Sixty-two Hundredths (629.62) feet; South Fifteen Degrees Fifty-seven Minutes Forty-four Seconds (15° 57' 44") East, a distance of Six Hundred Thirteen and Forty-two Hundredths (613.42) feet, to a point Seven Hundred Eighty and Zero Hundredths (780.00) feet West of the East line of said Section Twenty (20) and One Thousand Eighty-seven and Seven Hundredths (1087.07) feet South of the North line of said Section Twenty (20); thence South Zero Degrees Fifty-five Minutes Sixteen Seconds (00° 55' 16") West, a distance of Four Hundred Seventeen and Forty-three Hundredths (417.43) feet, on a line parallel with and Seven Hundred Eighty (780) feet West of the East line of said Section Twenty (20), to a point on the centerline of a Township Road; thence Northwesterly, a distance of Ninety-four and Twenty-one Hundredths (94.21) feet, on the centerline of said Township Road, on a nontangential curve, concave to the Southwest, with a radius of Nine Hundred and Three Hundredths (900.03) feet, a central angle of Five Degrees Fifty-nine Minutes Fifty-one Seconds (5° 59' 51"), and a chord bearing of North Forty Degrees Thirteen Minutes Forty-eight Seconds (40° 13' 48") West; thence North Forty-three Degrees Thirteen Minutes Forty-three Seconds (43° 13' 43") West, a distance of Two Hundred Eighty-three and Twenty-five Hundredths (283.25) feet, on the centerline of said Township Road, on a tangential line; thence Northwesterly, a distance of One Hundred Sixty and Seventy Hundredths (160.70) feet, on the centerline of said Township Road, on a tangential curve concave to the Southwest, with a radius of Nine Hundred and Zero Hundredths (900.00) and a central angle of Ten Degrees Thirteen Minutes Fifty-one Seconds (10° 13' 51"); thence North Fifty-three Degrees Twenty-seven Minutes Thirty-four Seconds (53° 27' 34") West, a distance of Seven Hundred Forty-three and Seventy-four Hundredths (743.74) feet, on the centerline of said Township Road, on a tangential line, to the Southeasterly corner of the Plat of Waseca Christian Assembly Addition, as the same is platted and recorded in the Office of the County Recorder of Waseca County, Minnesota; thence North Zero Degrees Thirty-six Minutes Zero Seconds (00° 36' 00") East, a distance of Six Hundred Fifty-four and Twelve Hundredths (654.12) feet, on the East line of said Waseca Christian Assembly Addition, to the Northeast (NE) corner thereof; thence South Eighty-nine Degrees Fifty-one Minutes Twenty-eight Seconds (89° 51' 28") West, a distance of Six Hundred Forty-four and Eighty-seven Hundredths (644.87) feet, on the North line of said Waseca Christian Assembly Addition, to the Northwest (NW) corner thereof; thence North Zero Degrees Thirty-six Minutes Zero Seconds (00° 36' 00") East, a distance of Seven Hundred Nineteen and Twenty-three Hundredths (719.23) feet, on a line drawn parallel with and Two Hundred Thirty-three and Zero Hundredths (233.00) feet East of the North-South Quarter (1/4) line of said Section Seventeen (17), and said southerly extension thereof, to the point of intersection with an easterly extension of the South line of Block Three (3), Schaumkessel's Addition, as the same is platted and recorded in the office of the County Recorder of Waseca County, Minnesota; thence North Eighty-nine Degrees Fifty-seven Minutes Zero Seconds (89° 57' 00") West, a distance of Seventy-five and Zero Hundredths (75.00) feet, on said Easterly extension of the South line of Block Three (3) in said Schaumkessel's Addition, to the Southeast (SE) corner of said Block Three (3); thence North Zero Degrees Thirty-six Minutes Zero Seconds (00° 36' 00") East, a distance of Five Hundred Eight and Seven Hundredths (508.07) feet, on the East line of said Schaumkessel's Addition, to the Southwest (SW) corner of Schaumkessel's Third Subdivision, as the same is platted and recorded in the office of the County Recorder of Waseca County, Minnesota; thence North Ninety Degrees Zero Minutes Zero Seconds (90° 00' 00") East, a distance of One Hundred Thirty-six and Zero Hundredths (136.00) feet, on the South line of

EXHIBIT "A"

(Continued)

said Schaumkessel's Third Subdivision; thence South Zero Degrees Thirty-six Minutes Zero Seconds (00° 36' 00") West, a distance of Thirty and Zero Hundredths (30.00) feet, on the South line of said Schaumkessel's Third Subdivision; thence North Ninety Degrees Zero Minutes Zero Seconds (90° 00' 00") East, a distance of Three Hundred Sixty-six and Zero Hundredths (366.00) feet, on the South line of said Schaumkessel's Third Subdivision, to the Southeast (SE) corner of Block Two (2) in said Schaumkessel's Third Subdivision; thence North Zero Degrees Thirty-six Minutes Zero Seconds (00° 36' 00") East, a distance of Forty and Zero Hundredths (40.00) feet, on the East line of said Block Two (2), Schaumkessel's Third Subdivision, to the Southwest (SW) corner of said Schaumkessel's Fourth Subdivision; thence North Ninety Degrees Zero Minutes Zero Seconds (90° 00' 00") East, a distance of Three Hundred Six and Zero Hundredths (306.00) feet, on the South line of said Schaumkessel's Fourth Subdivision, to the point of beginning; subject to highway easement for 139th Street over the Southerly-most side thereof.

EXCEPT: All that part of Government Lot Four (4) in Section Seventeen (17), Township One Hundred Seven (107) North, Range Twenty-two (22) West, Waseca County, Minnesota, described as follows: Commencing at the Southeast (SE) corner of the plat of Schaumkessel's Fourth Subdivision, as the same is platted and recorded in the office of the County Recorder of Waseca County, Minnesota; thence Easterly on the Easterly extension of the South line of said Schaumkessel's Fourth Subdivision on an assumed bearing of North Ninety Degrees Zero Minutes Zero Seconds (90° 00' 00") East, a distance of Eight Hundred Thirty-seven and Fifty-eight Hundredths (837.58) feet; thence South Sixteen Degrees Six Minutes Zero Seconds (16° 06' 00") East, a distance of Thirty-one and Twenty-three Hundredths (31.23) feet; thence South Ninety Degrees Zero Minutes Zero Seconds (90° 00' 00") West, on a line that lies parallel with and Thirty and Zero Hundredths (30.00) feet Southerly of said Easterly extension of the South line of Schaumkessel's Fourth Subdivision, a distance of Eight Hundred Forty-six and Fifty-five Hundredths (846.55) feet to the point of intersection with the Southerly extension of the East line of said Schaumkessel's Fourth Subdivision; thence North Zero Degrees Thirty-six Minutes Zero Seconds (00° 36' 00") East along said Southerly extension of said East line of Schaumkessel's Fourth Subdivision, a distance of Thirty and Zero Hundredths (30.00) feet to the point of beginning. Containing Zero and Five Hundred Eighty Thousandths (0.580) Acres; said Exception being part of Block Eight (8), in the Plat of Pondview of Waseca; meaning hereby to except any part or portion of Block Eight (8) of Pondview of Waseca lying within the boundaries of the first described parcel.

Parcel One
PID 12.017.0800
42.21 Acres

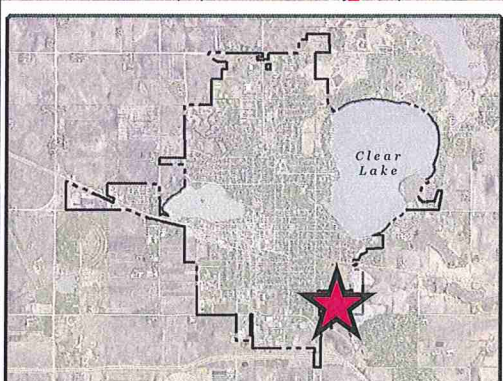
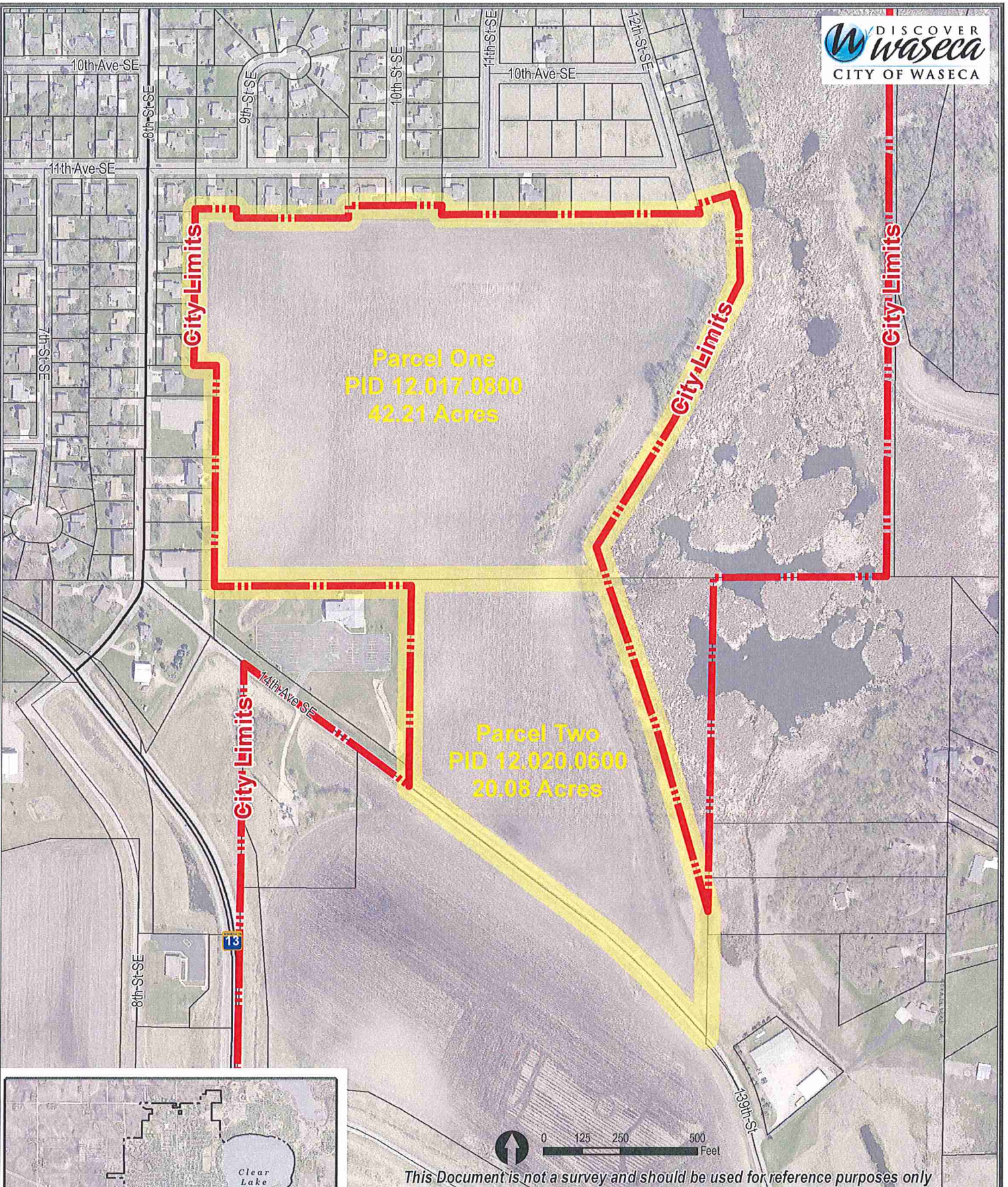
Parcel Two
PID 12.020.0600
20.08 Acres

City Limits

City Limits

City Limits

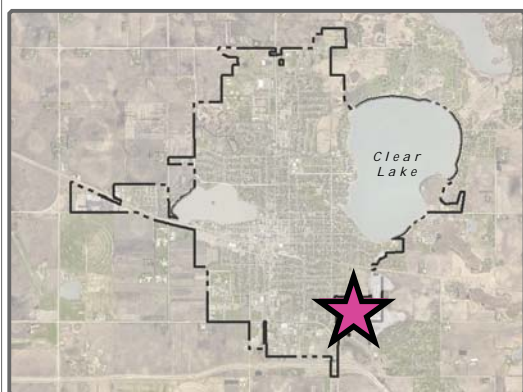
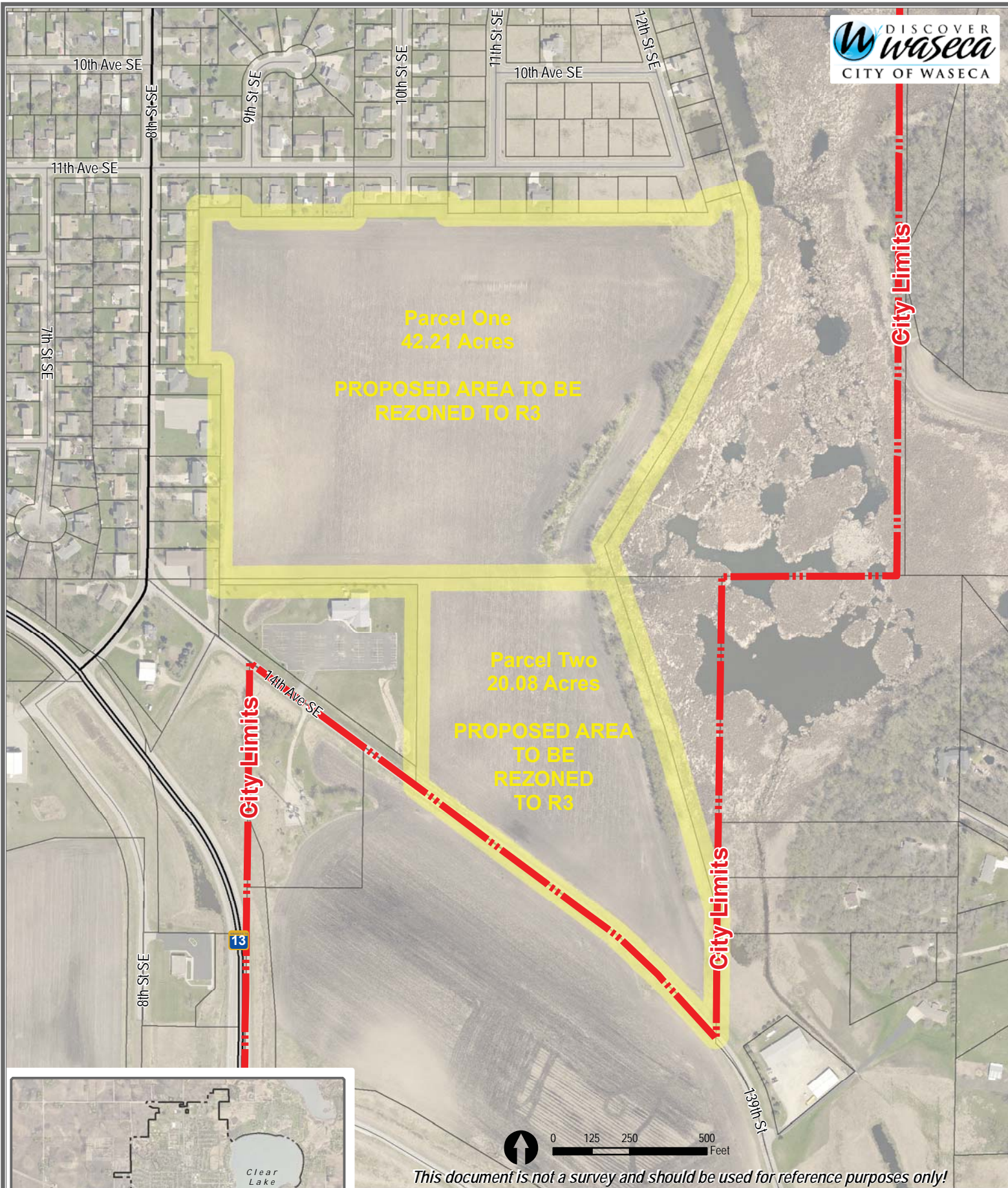
City Limits



ANNEXATION SITE MAP

Owners: City of Waseca
Parcel One -- PID 12.017.0800
Parcel Two -- PID 12.020.0600

Annexation Request Between
City of Waseca and
Woodville Township



REZONING SITE MAP

Owners: City of Waseca

YELLOW OUTLINED AREAS
TO BE REZONED TO R3 -
MULTI-FAMILY LOW
AND MEDIUM DENSITY DISTRICT

Title:	RESOLUTION NO. 20-19 RECEIVING QUOTES AND AWARDING CONTRACT FOR DESIGN, FABRICATION AND DELIVERY OF PEDESTRIAN BRIDGE CITY PROJECT 2020-06		
Meeting Date:	May 5, 2020	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, Bid Tabulation and Project Area Map
Originating Department:	Engineering	Presented By:	City Engineer
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to Adopt Resolution No. 20-19 Receiving Quotes and Awarding Contract for Design, Fabrication and Delivery of Pedestrian Bridge, City Project 2020-06		
How does this item pertain to Vision 2030 goals?	Create High Quality Community Assets		

BACKGROUND: The City of Waseca requested quotes for quotes for the pedestrian bridge on April 17, 2020. Quotes were due on April 30, 2020. Quotes were requested from two bridge manufacturers.

One quote was received; a tabulation of the quote is attached. The quote was received from Wheeler Company of Bloomington, MN in the amount of \$53,800. The quote is slightly lower than our engineer's estimate. Wheeler has completed similar projects in other Minnesota communities. The owners we contacted indicated that work was completed within project timelines and budgets and they are satisfied Wheeler's product and design.

BUDGET IMPACT: The pedestrian bridge is part of the Northeast Trail Construction Project. This project is included in the 2020 budget. The quote of \$53,800 is within budget and will be funded by the CIP and MnDNR Trail Grant Funds.

RECOMMENDATION: Staff recommends the Waseca City Council adopt Resolution 20-19 Receiving Quotes and Awarding the Contract for Pedestrian Bridge Design, Fabrication and Delivery, City Project 2020-06 and authorize the City Manager to enter into an agreement with Wheeler Company in the amount of \$53,800.

RESOLUTION NO. 20-19

**A RESOLUTION OF THE WASECA CITY COUNCIL
RECEIVING QUOTES AND AWARDED CONTRACT
FOR DESIGN, FABRICATION AND DELIVERY OF PEDESTRIAN BRIDGE
CITY PROJECT NO. 2020-06**

WHEREAS, all quotes for Design, Fabrication and Delivery of a Pedestrian Bridge, City Project No. 2020-06, are hereby received and tabulated; and

WHEREAS, the quote of Wheeler Company. of Bloomington, Minnesota, in the amount of \$53,800 for the construction of said improvements, in accordance with the plans and specifications and advertisement for bids, is the lowest responsible quote, and shall be and hereby is accepted.

WHEREAS, the Mayor and City Manager are hereby authorized and directed to enter into a contract with said bidder for the construction of said improvements, for and on behalf of the City of Waseca.

Adopted this 5th day of May, 2020.

R. D. SRP
MAYOR

ATTEST:

MIKE ANDERSON
ASSISTANT TO THE CITY MANAGER

BID TABULATION

DESCRIPTION NE Trail - City Proj. 2020-06
 DATE/TIME 4/30/2020

BIDDER NAME/ADDRESS	BID AMOUNT	SECURITY	
Wheeler 9931 W 78 th St. Ste. 100 Mpls. MN 55344	\$53,800	N/A	

Opened by Alex Schwartz

Witness Tara Kelly

Witness _____

Title:	Highway 13 Safety Project Cost Share Agreement		
Meeting Date:	May 5, 2020	Agenda Item Number:	7C
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:	Agreement
Originating Department:	Administration	Presented By:	City Manager
Approved By City Manager: <input checked="" type="checkbox"/>			
How does this item pertain to Vision 2030 goals?	Maintaining and creating high quality community assets and protecting public safety.		

BACKGROUND: The City is currently in the design phase of the pedestrian safety project along Highway 13. This agreement stipulates that the school will fund 25% of costs not funded by grants and the City will fund the remaining 75%.

BUDGET IMPACT: This agreement formally reduces secures school funding for a portion of the project costs. Grants have been secured by MNDOT to pay for the construction and construction supervision portions of the project. The City will be responsible for any cost overruns in those areas as well as the costs associated with designing the project. Project design is already well underway and executing this agreement with the school reduces the City's total liability and follows through on a verbal agreement that the City had with the school.

ALTERNATIVES CONSIDERED: None

RECOMMENDATION: Motion to approve the agreement and authorize its execution.

**SRTS TRAIL AND PEDESTIRIAN IMPROVEMENT COST SHARE AGREEMENT
BY AND BETWEEN
CITY OF WASECA AND INDEPENDENT SCHOOL DISTRICT #829**

THIS AGREEMENT (the “Agreement,”) is made and entered into as of this ____ day of _____, 2020 by and between the CITY OF WASECA, 508 South State Street, Waseca, MN 56093-3033, a municipal corporation under the laws of the State of Minnesota (the “City”), and INDEPENDENT SCHOOL DISTRICT #829, 501 East Elm Avenue, Waseca, MN 56093, a public corporation under the laws of the State of Minnesota (“District”); (individually, the City and District may be referred to as a “Party”; collectively, as the “Parties”).

RECITALS

WHEREAS, City proposes to locate and construct a pedestrian trail along Trunk Highway 13 (“TH 13”) near the District-owned and operated Waseca Junior High School and Senior High School (“Schools”) (“the Project”); and

WHEREAS, the Project will also run on property owned by the District; and

WHEREAS, the Project will include the creation of the trail both on and off District-owned property, as well as a Rectangular Rapid Flash Beacon (“RRFB”) to assist with the trail crossing at TH 13; and

WHEREAS, the trail and RRFB will provide safer ways for students attending the Schools to access school properties and buildings by providing a designated pedestrian path and safety crossing; and

WHEREAS, the Project will be partially funded by the Minnesota Department of Transportation (“MNDOT”) both through the Safer Routes to School (“SRTS”) grant and general MNDOT constructions funds, which will be provided directly to the City; and

WHEREAS, the Project’s estimated cost will be more than the funding by MNDOT, requiring the Project to be financed from other sources; and

WHEREAS, the District desires to improve the safety of students attending the Schools when traveling to and from the Schools and increase the ability of students to safely travel as pedestrians near the Schools; and

WHEREAS, the City desires to improve the safety of community members traveling to and from the Schools and increase the walkability of the City; and

WHEREAS, in furtherance of these desires, the Parties wish to support the Project by sharing the non-MNDOT covered costs defined herein; and

WHEREAS, the parties desire to enter into this Agreement defining the terms and conditions under which the Parties will contribute funds to the design and construction of the Project.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained here, the Parties agree as follows:

AGREEMENT

ARTICLE ONE

Term of Agreement

- A. Term. This Agreement shall be in effect and binding on the Parties beginning on the effective date and shall terminate upon full payment of the Allocated Project Cost to the City by the District, unless earlier terminated pursuant to this Agreement.

ARTICLE TWO

Representations and Warranties

- A. Representations and Warranties of the City. The City represents and warrants that the City is a municipal corporation organized and existing under and by virtue of and pursuant to the laws of the State of Minnesota and its Home Rule Charter and has the power to enter into this Agreement and carry out its obligation hereunder.
- B. Representations and Warranties of the District. The District represents and warrants that the District is a public corporation organized and existing under and by virtue of and pursuant to the laws of the State of Minnesota and has the power to enter into this Agreement and carry out its obligations hereunder.

ARTICLE THREE

Project Funding

- A. Remaining Cost. The Remaining Cost shall be defined as those costs incurred by the City in association with the Project not covered by the US Federal government, MNDOT, or any other department of the State of Minnesota, including, but not limited to costs for construction, supervision, planning, design, and site preparation.
- B. Cost share. The City shall provide seventy-five percent (75%) of the Remaining Cost and the District shall provide twenty-five percent (25%).
- C. Payments. The City shall pay the Remaining Cost pursuant to City's agreement with vendors and granting agencies; the City shall invoice the District for twenty-five (25%) of such Remaining Cost payments on a monthly basis. The District shall pay the City's invoices within 60 days of the City sending the invoice.

ARTICLE FOUR

Indemnification

- A. Indemnification. Each Party (the “Indemnifying Party”) shall indemnify and hold harmless the other Party, and its respective officers, employees and members and agents (the “Indemnified Party”), from and against any and all claims and demands for, or litigation with respect to, all damages which may arise out of or be caused by the Indemnifying Party or its agents, employees, contractors or subcontractors with respect to the Indemnifying Party’s performance of its obligations under this Agreement. The Indemnified Party, at its expense, shall have the right to participate in the defense of any Claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of the Indemnified Party. All indemnification obligations shall survive termination, expiration or cancellation of this Agreement. Nothing in this Contract shall be construed to waive any immunities or limitations to which either Party is entitled under Minn. Stat. Chapter 466 or otherwise.
- B. No Third-Party Right of Action. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the City or the District.

ARTICLE FIVE

Termination

- A. Termination by Mutual Agreement. This Agreement may be terminated by mutual written agreement of the Parties at any time, provided that the District shall pay its portion of the Remaining Cost of the Project owing to the City for all such costs incurred and liabilities on or prior to the date of termination.
- B. Termination on Default. This Agreement may be terminated by either Party for default of the other Party, as described herein in Article Six, if the defaulting Party fails to cure such default upon 60 days’ written notice by the other Party.

ARTICLE SIX

Default and Remedies

- A. District Default. If the District shall default in the payment of any sum required to be paid by the District under this Agreement, and such default shall continue for sixty (60) days after written notice to the District, or if the District shall default in the observance or performance of any of the other covenants, obligations or conditions in this Agreement, which the District is required to observe or perform, and such default shall continue for sixty (60) days after written notice to the District, or if the interest of District in this Agreement shall be levied upon under execution or other legal process, or if the District

shall abandon or vacate the Property, then the City may treat the occurrence of any one or more of the foregoing events as a breach of this Agreement and thereupon at its option may terminate this Agreement, in addition to exercising any and all other rights and remedies provided at law or in equity.

- B. City Default. If the City shall default in the observance or performance of any of the covenants, obligations or conditions in this Agreement, which the City is required to observe or perform, and such default shall continue for sixty (60) days after written notice to the City, then the District may treat the occurrence of any one or more of the foregoing events as a breach of this Agreement and thereupon at its option may terminate this Agreement, in addition to exercising all other rights and remedies provided at law or in equity, including specific performance.
- C. Attorneys' Fees. Whenever any Event of Default occurs and if a party shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of a party under this Agreement, the party prevailing in such action make a demand upon the other party and, within ten business days of written demand by the prevailing party the losing party shall pay to the prevailing party the reasonable fees of such attorneys and such other expenses so reasonably incurred.
- D. Litigation. The District shall promptly advise the City in writing of all litigation or claims affecting any part of the Property and all written complaints and charges made by any governmental authority materially affecting the Property or materially affecting the District's ability to perform under this Agreement. City shall promptly advise the District in writing of all litigation or claims affecting the Project and all written complaints and charges materially affecting the Project.

ARTICLE SEVEN

Miscellaneous

- A. Notices. Any notice, demand, or other communication required or permitted to be given hereunder shall be deemed delivered and effectively given when delivered personally to the representatives of the City and the District identified below or three (3) business days after being mailed by registered or certified mail, return receipt requested, addressed as follows:

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

To District:
Waseca School District, ISD #829
Attn: Superintendent
501 East Elm Avenue
Waseca, MN 56093

- B. No Partnership, Joint Venture, or Fiduciary Relationship Created Hereby. Nothing contained in this Agreement shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the City and the District.
- C. Project Ownership. Nothing contained in this Agreement shall be construed as to give ownership rights of the Project or the underlying real property to either Party or to alter the existing ownership rights of the Project or underlying real property.
- D. Assignment. This Agreement may not be assigned by either Party without the written consent of the other Party.
- E. Governing Law. This Agreement shall be deemed to have been made and accepted in Waseca County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of this Agreement without regard to its choice of law or conflict of laws principles.
- F. Compliance with laws. The Parties shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement.
- G. Dispute Resolution. The City and the District agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall first be submitted to mediation utilizing the Minnesota District Court Rule 114 Roster.
- H. Force Majeure. The Parties shall each be excused from performance under this Agreement while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either Party is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement then the Party affected by force majeure shall give written notice with explanation to the other Party immediately.
- I. No Waiver. Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving Party.

- J. Severability The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.
- K. Recitals. The recitals set forth at the beginning of this Agreement are acknowledged by the Parties to be true and correct and are hereby incorporated herein by reference.
- L. Survivability. All covenants, indemnities, representations and warranties by any Party or Parties shall survive such expiration.
- M. Entire Agreement. All prior understandings, letters of intent, discussions and agreements are merged in the governing terms of this Agreement, which is a complete and final written expression of the intent of the Parties. Every warranty or representation binding upon the City is set forth in this Agreement. Neither Party makes any further warranties or representations and neither Party has relied on any other warranties or representations, express or implied, relative to the terms of this Agreement. In the event of a conflict or inconsistency between the terms of this Agreement regarding the subject matter hereof and those of any other agreement between the Parties, the terms of this Agreement shall govern.
- N. Modification/Amendments. Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by an authorized representative of the City and the District.
- O. Execution. This Agreement may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any Party to the counterpart shall be deemed a signature to the Agreement, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing Party.

[Remainder of page left intentionally blank]

SIGNATURES

IN WITNESS WHEREOF, the Parties have hereunto executed this document the day and year first above written.

INDEPENDENT SCHOOL DISTRICT #829

By: _____

Date: _____

Title: _____

Print Name: _____

By: _____

Date: _____

Title: _____

Print Name: _____

CITY OF WASECA:

By: _____
_____, Its Mayor

Date: _____

By: _____
_____, Its City Clerk

Date: _____