

**WORK SESSION 6:00 PM – Utility Budgets**  
REGULAR WASECA CITY COUNCIL MEETING  
TUESDAY, NOVEMBER 1, 2022, 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 approximately three (3) minutes to make their remarks. Speakers will address all comments to the City Council as a whole and not one individual Council Member. The Council **may or may not take action** on an item presented during the Public Comment period. When appropriate, the Council may refer inquiries and items brought up during the Public Comment period to the City Manager for follow-up.

5. REQUESTS AND PRESENTATIONS
6. CONSENT AGENDA
  - A. Minutes: Council Meeting & Work Session – October 18, 2022
  - B. Payroll & Expenditures
  - C. Approval of Contract Payment #6 to Met-Con Construction for the Clear Lake Park Improvements Project (City Project No. 21-21)
  - D. Approval of Contract Payment #1- Final to Chambers Excavating & Trucking LLC for the Christ The King's Alley Drainage Improvements Project (City Project No. 2022-16)
  - E. Consent to Assignment of Tax Abatement – 1004 11<sup>th</sup> Street SE
  - F. Airport 20-year Capital Improvement Plan
  - G. Approve Residential Tax Abatement – 405 22<sup>nd</sup> Avenue NW
7. ACTION AGENDA
  - A. Resolution 22-53 Authorizing Amendments to the Snow and Ice Control Policy
  - B. Resolution 22-54 Authorizing Preparation of a Feasibility Report for the 8<sup>th</sup> Ave NE (CSAH 13) Reconstruction Project (City Project No. 2024-01)
  - C. Resolution 22-55 Authorizing a Contract with Stantec for the Preparation of a Feasibility Report for the 8<sup>th</sup> Ave NE (CSAH 13) Reconstruction Project (City Project No. 2024-01)
  - D. Tink Larson Field Fencing/Intersection Sight Lines
8. REPORTS
  - A. City Manager's Report
  - B. Commission Reports
9. ANNOUNCEMENTS
10. ADJOURNMENT

MINUTES  
REGULAR WASECA CITY COUNCIL MEETING  
TUESDAY, OCTOBER 18, 2022

**CALL TO ORDER/ROLL CALL**

- 1 The regular Waseca City Council meeting was called to order by Mayor Srp at 7:00 p.m.

Councilmembers Present:	Mayor Roy Srp	Daren Arndt
	Mark Christiansen	John Clemons
	Jeremy Conrath	John Mansfield
	Allan Rose	

Staff Present:	Lee Mattson, City Manager
	Alicia Fischer, Finance Director
	Nate Willey, City Engineer
	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. Motion to approve agenda as amended adding Item: 7I- Intersection Controls at 7<sup>th</sup> Avenue and 4<sup>th</sup> Street NE was made by Christiansen, seconded by Arndt. Motion carried 7-0.

**PUBLIC COMMENT**

4. A. Jeanne Sexton- Furry Friends of Waseca, 516 9<sup>th</sup> Street Ne: As coordinator for Furry Friends of Waseca she wanted clarification on the process for their events at the Dog Park, and requested that they have the park reservation fee and insurance requirements be waived, as well as be reimbursed for the Portable Toilet that was rented for their event at the end of October due to the park restrooms being winterized and closed.  
Conrath made a motion to waive the park fees as well as reimbursement for the portable toilet and asked that Staff look into options for waiving the insurance and allowing them to waive the insurance fee if deemed possible for their October 2022 event, motion was seconded by Mansfield, motion carried 7-0.
- B. Craig Brenden, 1308 8<sup>th</sup> Street SE; would like City Staff and/or Council to come to his home to look at the curb patching that was done during the recently completed project to see if it was completed to standard. Staff has not previously been made aware of the issue so Staff will review the driveway/curb patch.

- C. Dave Swatkowski, 1301 8<sup>th</sup> Street SE; wanted clarification on the assessment letter he received for the recently completed project on 8<sup>th</sup> Street and how the payment process works if assessment is not paid by November.
- D. James Christiansen, 125 3<sup>rd</sup> Ave NE; would like to see a sidewalk finished on 2<sup>nd</sup> Street NE it abruptly stops, he would also like to see a crosswalk that goes across 3<sup>rd</sup> AVE NE at 2<sup>nd</sup> Street NE.
- E. Lori Pommerenke, representing 600 and 608 8<sup>th</sup> Street SE; She would like to see the lines that go over the train tracks connecting the two sides of the road be redone. The City Engineer is aware of this and is working on a solution. She also wanted to know how come houses receive sidewalks that go from the city sidewalk through the boulevard to the street, the City Engineer verified that any home owner can share their request with the construction company during projects if they would like anything that is no in the approved scope of work for their property, it would then be between the home owner and the construction company to finalize the details, the City cannot guarantee a contractor will be able to meet requests.
- F. James Christiansen, 125 3<sup>rd</sup> Ave NE; wanted clarification on who everyone at the Council dais as not everyone had name plates, he also wanted to have the process of an action being taken during public comment. Mayor Srp told him that if the majority of council wants to take action, they can take action at any time.

#### **REQUESTS AND PRESENTATIONS**

- 5. None

#### **CONSENT AGENDA**

- 6. Motion to approve consent agenda as amended with item 6A- October 4, 2022 minutes Item 10 should be "carried 7-0" was made by Christiansen, seconded by Rose. Motion carried 7-0.

#### **ACTION AGENDA**

- 7.
    - A. Public Hearing: Resolution 22-49 – Adopting Assessment Roll #283 for the 8<sup>th</sup> Street SE Reconstruction & Rehabilitation Project
      - a. Public Hearing Opened at 7:50
        - i. Edita Mansfield, 804 Elm Avenue; would like to have the assessments canceled and have the cost shared among all tax payers of Waseca due to the high volume of the street
        - ii. Justin Bluhm, 1216 8<sup>th</sup> Street SE; wanted clarification on the depth of the overlay he would like the Council and City Staff to review the final project specifications to ensure they will get a good life out of the road.
        - iii. Bruce Tappe, 1212 8<sup>th</sup> Street SE; wanted clarification the weight allowance that would be on the road making sure it can hold semi trucks, Staff confirmed that the road does meet the requirements for large vehicles.
- Public Hearing Closed at 8:13

Motion made by Christiansen to approve Resolution 22-49. Seconded by Clemons; motion carried 6-0, Mansfield abstained from vote.

- B. Public Hearing: Ordinance 1104 – MS4 Permit related Code Revisions
  - a. Public Hearing Opened at 8:16  
Public Hearing Closed at 8:17  
Motion made by Conrath and seconded by Arndt to approve Ordinance 1104
- C. Public Hearing: Resolution 22-52 – Assessment Roll #22-99 Miscellaneous Assessments
  - a. Public Hearing Opened at 8:23  
Public Hearing Closed at 8:24  
Motion made by Rose to approve Resolution 22-52, seconded by Clemons, motion carried 7-0.
- D. Motion made by Rose to approve southbound stop sign at the intersection of 11<sup>th</sup> Ave NE & 6<sup>th</sup> St NE and add some kind of traffic change notification to caution drivers about the new stop sign, seconded by Mansfield, motion carried 7-0.
- E. Motion made by Rose to approve MPCA Memo of Understanding for PFAS Monitoring at the Wastewater Treatment Plant (WWTP), seconded by Christiansen, motion carried 7-0.
- F. Motion made Conrath to approve Resolution 22-45 – Contamination Clean-up Grant Application for 1340 South State Street (former Corchran Building), seconded by Arndt, motion carried 7-0.
- G. Motion made by Conrath to approve Resolution 22-47 Setting Electric Utility Rates, seconded by Rose; motion carried 5-2, Nay Clemons and Mansfield.
- H. Motion made by Clemons to approve Resolution 22-51 Amending Residential Property Tax Abatement Program, seconded by Rose, motion carried 7-0.
- I. Motion made by Christiansen to add a yield sign at the intersection of 7<sup>th</sup> Avenue and 4<sup>th</sup> Street NE, seconded by Arndt, motion carried 7-0. Motion made by Clemons for City Staff review the line of sight in all directions at the intersection of 7<sup>th</sup> Avenue and 4<sup>th</sup> Street NE for future conversation, seconded by Conrath, motion carried 7-0.

### REPORTS

8.

- A. City Manager's Report
  - 1. The city will be hiring a rate assessor to review the utility rates
  - 2. November 3<sup>rd</sup> there will be a hiring even for the City of Waseca Fire Department.
  - 3. Clear Lake Park renovation continues to move forward and the contractor is on scheduled to continue all weather sensitive areas of the project on time.
  - 4. Fall leaf pick-up is currently underway.
  - 5. There was a 45-minute power outage on Sunday October 16<sup>th</sup>, the issue was resolved.
  - 6. Some phones have been having trouble calling City phone numbers, it is not the City phone services but somewhere between outside carriers, City Staff is in contact hoping to get the issue resolved soon.
- B. Commission Reports
  - 1. Planning Commission presented by Daren Arndt:
    - a. They discussed and approved the new stop sign and the Memorandum that were both presented and approved by council.
  - 2. Economic Development Authority presented and Mansfield:



- a. Discussed loan tracking software
- b. Discussed Economic Impact Statements
- c. Discussed the childcare initiative and how there is a strong need in the city for daycare
- d. Discussed the Residential Tax Abatement Extension that was approved by council.

**ANNOUNCEMENTS**

9.
  - A. Council member Christiansen announced:
    1. He would like to see the construction on State Street completed, City Manager confirmed that the gas company that is doing to project has confirmed the project will be completed by the November 1 deadline
    2. The stop sign at 20<sup>th</sup> Avenue NE needs to be repaired
    3. He also wanted confirmation on if there is a current burn ban and yes there is unless it is in a 3' x 3' metal ring.
  - B. Council Member Mansfield announced:
    1. Treats on the Streets is coming up and is a safe place to take children trick-o-treating
  - C. Council member Conrath announced:
    1. The Fire Department will be holding a fundraiser on October 27th to help the Mulcahy family who lost a family member in a house fire.

**ADJOURNMENT**

10. There being no further business to be brought before the Council, it was moved by Arndt to adjourn the meeting at 9:08 p.m., seconded by Conrath. Motion carried 7-0.

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R. D. SRP  
MAYOR

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JULIA HALL  
CITY CLERK

MINUTES  
WASECA CITY COUNCIL WORK SESSION  
TUESDAY, OCTOBER 18, 2022

**CALL TO ORDER**

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

Councilmembers Present:	Mayor Roy Srp	Daren Arndt
	Mark Christiansen	John Clemons
	Jeremy Conrath	John Mansfield
	Allan Rose	

Staff Present:	Lee Mattson, City Manager
	Alicia Fischer, Finance Director
	Nate Willey, City Engineer
	Julia Hall, City Clerk

1. City Manager and City Finance Director presented the proposed Utility Budget for 2023 with questions following from Council. After discussion it was moved for action at the regular council meeting
2. City Manager started the discussion on that the Council would like to do with the Stop Sign at the intersection of 7<sup>th</sup> Avenue and 4<sup>th</sup> Street Northeast, by Tink Larson field. After Council discussion it was moved for action at the regular council meeting.

There being no further discussion and no action taken, the work session adjourned at 6:45p.m.

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R. D. SRP  
MAYOR

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JULIA HALL  
CITY CLERK

*Michael Fischer*

LIST OF EXPENDITURES

November 1, 2022

*Lee A. Miller*

=====  
City Council 4,465.16  
Streets 25,414.28  
Parks 15,615.50  
Wastewater 7,595.28  
Utility Administration 4,972.19  
Utility Offices 7,632.92  
Electric 14,940.72  
Water 10,483.26  
Building and Code Compliance 2,953.10  
Police 63,555.29  
Administration 8,620.08  
Community Aides 789.60  
Fire 11,728.23  
Paid On Call Fire Department 615.00  
PEG 268.37  
Election Judges 0.00  
Finance 9,441.83  
Connections 2,558.04  
Community Development 2,097.55  
Engineering 16,051.67  
Recreation 2,392.78  
Econ Development 6,637.12

Total Gross Payroll 218,827.97

\*Less- Payroll Deductions (72,356.12)

Net Payroll Cost \$ 146,471.85

\*These costs are included in Accounts Payable totals below

Accounts Payable

Expenditures dated:

October 14, 2022-October 27, 2022

Includes check #'s 158582-158616

Bank ACH Withdrawals..... 420,327.48

GRAND TOTAL EXPENDITURES \$ 566,799.33

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
<b>General Fund</b>						
10/27/2022	158603	Quadient Finance	Postage	101-15510-0000	1,000.00	
Total 101155100000:					1,000.00	
10/19/2022	102225	ACH Internal Revenue Service	FEDERAL WITHHOLDING TAX Pay Period: 10/16/202	101-21701-0000	20,882.81	M
Total 101217010000:					20,882.81	
10/19/2022	102220	MN Department of Revenue	STATE WITHHOLDING TAX Pay Period: 10/16/2022	101-21702-0000	9,609.02	M
Total 101217020000:					9,609.02	
10/19/2022	102225	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 10/16/2022	101-21703-0000	8,179.34	M
10/19/2022	102225	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 10/16/2022	101-21703-0000	8,692.45	M
Total 101217030000:					16,871.79	
10/19/2022	102222	Public Employees Retirement Assn (ACH	PERA COORD Emplr 1% Pay Period: 10/16/2022	101-21704-0000	1,341.06	M
10/19/2022	102222	Public Employees Retirement Assn (ACH	PR Adj	101-21704-0000	.07	M
10/19/2022	102222	Public Employees Retirement Assn (ACH	PERA COORDINATED Employee Pay Period: 10/16/20	101-21704-0000	8,717.11	M
10/19/2022	102222	Public Employees Retirement Assn (ACH	PERA POLICE Employee Pay Period: 10/16/2022	101-21704-0000	7,995.86	M
10/19/2022	102222	Public Employees Retirement Assn (ACH	DEF CONTRIBUTION/EMPL Pay Period: 10/16/2022	101-21704-0000	98.81	M
10/19/2022	102222	Public Employees Retirement Assn (ACH	PERA COORDINATED Employer Pay Period: 10/16/20	101-21704-0000	8,717.11	M
10/19/2022	102222	Public Employees Retirement Assn (ACH	PERA POLICE Employer Pay Period: 10/16/2022	101-21704-0000	11,993.78	M
10/19/2022	102222	Public Employees Retirement Assn (ACH	DEF CONT Employer Pay Period: 10/16/2022	101-21704-0000	98.81	M
Total 101217040000:					38,962.61	
10/19/2022	158582	NCPERS Minnesota - 8266711	LIFE INSURANCE - PERA Pay Period: 10/16/2022	101-21711-0000	160.00	
Total 101217110000:					160.00	
10/19/2022	102225	ACH Internal Revenue Service	MEDICARE Pay Period: 10/16/2022	101-21712-0000	2,859.09	M
10/19/2022	102225	ACH Internal Revenue Service	MEDICARE Pay Period: 10/16/2022	101-21712-0000	2,979.09	M
Total 101217120000:					5,838.18	
10/19/2022	102226	MSRS- (DEF COMP)	MSRS - ROTH (AFTER TAX) Pay Period: 10/16/2022	101-21713-0000	1,350.00	M
10/19/2022	102226	MSRS- (DEF COMP)	MSRS - DEF COMP Pay Period: 10/16/2022	101-21713-0000	844.00	M
Total 101217130000:					2,194.00	
10/19/2022	102224	Vantagepoint Transfer Agents 457	ICMA - ROTH (AFTER TAX) Pay Period: 10/16/2022	101-21714-0000	350.00	M
10/19/2022	102224	Vantagepoint Transfer Agents 457	ICMA DEF COMPENSATION Pay Period: 10/16/2022	101-21714-0000	582.69	M
Total 101217140000:					932.69	
10/19/2022	102221	AFLAC	AFLAC AFTER TAX Pay Period: 10/2/2022	101-21715-0000	364.59	M
10/19/2022	102221	AFLAC	AFLAC AFTER TAX Pay Period: 10/16/2022	101-21715-0000	364.59	M
10/19/2022	102221	AFLAC	AFLAC PRE TAX Pay Period: 10/2/2022	101-21715-0000	771.76	M
10/19/2022	102221	AFLAC	AFLAC PRE TAX Pay Period: 10/16/2022	101-21715-0000	771.76	M
Total 101217150000:					2,272.70	
10/19/2022	102228	Medsurety	HSA Contribution Pay Period: 10/16/2022	101-21716-0000	605.90	M

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Total 101217160000:					605.90	
10/19/2022	102223	MN Child Support Payment Center	CHILD SUPPORT FLAT AMT Pay Period: 10/16/2022	101-21717-0000	972.76	M
Total 101217170000:					972.76	
10/19/2022	102227	MN Public Employees Insurance Progra	PEIP Family Pay Period: 10/2/2022	101-21720-0000	14,954.22	M
10/19/2022	102227	MN Public Employees Insurance Progra	M. Allen Oct Adj	101-21720-0000	2,076.98	M
10/19/2022	102227	MN Public Employees Insurance Progra	Armendariz Oct COBRA	101-21720-0000	2,076.98	M
10/19/2022	102227	MN Public Employees Insurance Progra	PEIP Single Pay Period: 10/16/2022	101-21720-0000	13,606.92	M
10/19/2022	102227	MN Public Employees Insurance Progra	PEIP Single Pay Period: 10/2/2022	101-21720-0000	13,984.89	M
10/19/2022	102227	MN Public Employees Insurance Progra	PEIP Employee + 1 Pay Period: 10/16/2022	101-21720-0000	937.92	M
10/19/2022	102227	MN Public Employees Insurance Progra	PEIP Employee + 1 Pay Period: 10/2/2022	101-21720-0000	937.92	M
10/19/2022	102227	MN Public Employees Insurance Progra	Gedicke Oct COBRA	101-21720-0000	755.94	M
10/19/2022	102227	MN Public Employees Insurance Progra	PEIP Employee + 1 Pay Period: 10/16/2022	101-21720-0000	3,751.86	M
10/19/2022	102227	MN Public Employees Insurance Progra	Matson Oct COBRA	101-21720-0000	755.94	M
10/19/2022	102227	MN Public Employees Insurance Progra	PEIP Employee + 1 Pay Period: 10/2/2022	101-21720-0000	3,751.86	M
10/19/2022	102227	MN Public Employees Insurance Progra	PEIP Family Pay Period: 10/2/2022	101-21720-0000	3,738.60	M
10/19/2022	102227	MN Public Employees Insurance Progra	Rugger Oct COBRA	101-21720-0000	755.94	M
10/19/2022	102227	MN Public Employees Insurance Progra	PEIP Family Pay Period: 10/16/2022	101-21720-0000	4,154.00	M
10/19/2022	102227	MN Public Employees Insurance Progra	PEIP Family Pay Period: 10/16/2022	101-21720-0000	16,237.83	M
10/19/2022	102227	MN Public Employees Insurance Progra	T. Wilson Sept Adj	101-21720-0000	755.94	M
10/19/2022	102227	MN Public Employees Insurance Progra	Krienke plan change from single to fam-Oct (difference)	101-21720-0000	1,321.04-	M
10/19/2022	102227	MN Public Employees Insurance Progra	N. Schwartz Oct Adj	101-21720-0000	755.94	M
Total 101217200000:					82,668.64	
10/27/2022	158592	Federal Correctional Institution	Park reservation cancellation	101-34785-0000	33.75	
10/26/2022	155417	Federal Correctional Institution	Park reservation cancellation	101-34785-0000	33.75-	V
Total 101347850000:					.00	
10/27/2022	20220881	On Point Awards	Council Chamber Name Plates	101-41110-2170	29.25	
Total 101411102170:					29.25	
10/27/2022	20220884	Personalized Printing Inc.	Autumn Newsletter	101-41110-3500	804.20	
Total 101411103500:					804.20	
10/27/2022	20220890	Waseca Area Senior Citizens Center	City Contribution	101-41110-4455	1,125.00	
Total 101411104455:					1,125.00	
10/27/2022	158604	Shred-it USA LLC	Monthly Service	101-41320-3100	43.43	
Total 101413203100:					43.43	
10/27/2022	20220860	Amazon	Election Supplies	101-41410-2000	186.82	
10/27/2022	20220860	Amazon	Election Supplies	101-41410-2000	43.94	
10/27/2022	20220860	Amazon	Election Supplies	101-41410-2000	31.99	
10/27/2022	20220860	Amazon	Election Supplies	101-41410-2000	108.91	
Total 101414102000:					371.66	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
10/27/2022	158603	Quadient Finance	Postage Fee	101-41500-2000	39.00
Total 101415002000:					39.00
10/27/2022	20220869	Flaherty & Hood PA	Sept Legal Fees	101-41600-3000	520.00
10/27/2022	20220869	Flaherty & Hood PA	Sept Labor & Employment Legal Fees	101-41600-3000	72.50
10/27/2022	158613	Waseca County Treasurer	Legal Services Contract payment	101-41600-3000	5,370.33
Total 101416003000:					5,962.83
10/27/2022	20220883	Pantheon Computer Systems Inc.	Maintenance Agreement	101-41920-3100	7,146.18
Total 101419203100:					7,146.18
10/27/2022	20220875	Innovative Office Supply	Office Supplies	101-41940-2000	109.21
Total 101419402000:					109.21
10/27/2022	20220875	Innovative Office Supply	Breakroom supplies	101-41940-2170	97.61
Total 101419402170:					97.61
10/27/2022	20220865	Cady Business Technologies Inc	Monthly Phone Support Plan	101-41940-3100	262.62
10/27/2022	158588	Cintas Corporation	Floor mat service	101-41940-3100	54.58
10/27/2022	158589	Cintas Corporation	Floor mat service	101-41940-3100	17.97
10/27/2022	20220886	Stoltz Cleaning Services LLC	City Hall Cleaning Services	101-41940-3100	367.50
10/27/2022	20220886	Stoltz Cleaning Services LLC	City Hall Cleaning	101-41940-3100	367.50
10/27/2022	158609	Walker Window Cleaning	window cleaning	101-41940-3100	56.00
Total 101419403100:					1,126.17
10/27/2022	102238	Centerpoint Energy	Monthly Billing	101-41940-3800	78.92 M
10/27/2022	102238	Centerpoint Energy	Monthly Billing	101-41940-3800	86.99 M
Total 101419403800:					165.91
10/27/2022	20220876	Javens Mechanical Contracting Co.	Heater repair	101-41940-4000	122.85
Total 101419404000:					122.85
10/27/2022	20220860	Amazon	office supplies	101-42100-2000	259.60
Total 101421002000:					259.60
10/27/2022	20220887	Streicher's	Uniform expense - Gruenhagen	101-42100-2180	71.99
10/27/2022	20220887	Streicher's	Uniform expense -Schroeder	101-42100-2180	124.98
Total 101421002180:					196.97
10/27/2022	158601	North Ambulance Waseca	safety equipemt	101-42100-2190	1,442.29
Total 101421002190:					1,442.29
10/27/2022	158588	Cintas Corporation	Mats - PD	101-42100-3100	8.98
10/27/2022	158604	Shred-it USA LLC	Monthly Service	101-42100-3100	43.43
10/27/2022	20220886	Stoltz Cleaning Services LLC	Public Safety Restroom Cleaning	101-42100-3100	78.75

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
10/27/2022	20220886	Stoltz Cleaning Services LLC	Public Safety Restroom Cleaning	101-42100-3100	78.75	
Total 101421003100:					209.91	
10/27/2022	158600	MN Chiefs of Police Association	training expense	101-42100-3300	765.00	
Total 101421003300:					765.00	
10/27/2022	102238	Centerpoint Energy	Monthly Billing	101-42100-3800	80.18	M
10/27/2022	102238	Centerpoint Energy	Monthly Billing	101-42100-3800	90.37	M
Total 101421003800:					170.55	
10/27/2022	20220861	APG Media of So MN LLC	WCN Subscription-Paper copy renewal	101-42100-4330	76.75	
Total 101421004330:					76.75	
10/27/2022	20220866	Central Fire Protection Inc.	Extinguisher refill	101-42200-2160	38.25	
10/27/2022	20220866	Central Fire Protection Inc.	Extinguisher refill	101-42200-2160	28.25	
Total 101422002160:					66.50	
10/27/2022	20220860	Amazon	Clipboards	101-42200-2170	85.15	
Total 101422002170:					85.15	
10/27/2022	158588	Cintas Corporation	Mats - FD	101-42200-3100	8.99	
10/27/2022	20220886	Stoltz Cleaning Services LLC	Public Safety Restroom Cleaning	101-42200-3100	78.75	
10/27/2022	20220886	Stoltz Cleaning Services LLC	Public Safety Restroom Cleaning	101-42200-3100	78.75	
Total 101422003100:					166.49	
10/27/2022	102238	Centerpoint Energy	Monthly Billing	101-42200-3800	80.19	M
10/27/2022	102238	Centerpoint Energy	Monthly Billing	101-42200-3800	90.37	M
Total 101422003800:					170.56	
10/27/2022	20220867	City Building Inspection Services LLC	building inpsctions	101-42400-3000	11,411.02	
Total 101424003000:					11,411.02	
10/27/2022	20220863	Bomgaars Supply	Parts & Supplies	101-43000-2170	3.38	
Total 101430002170:					3.38	
10/27/2022	102233	Verizon Wireless	Monthly Verizon Data Bill	101-43000-3200	80.02	M
Total 101430003200:					80.02	
10/27/2022	20220860	Amazon	binding tool	101-43100-2170	139.99	
10/27/2022	20220863	Bomgaars Supply	Parts & Supplies	101-43100-2170	100.50	
10/27/2022	158584	CCP Industries Inc.	hand roll towels & toilet tissue	101-43100-2170	356.58	
Total 101431002170:					597.07	
10/27/2022	158583	Aramark Uniform Services	uniform service	101-43100-2180	190.86	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
10/27/2022	158583	Aramark Uniform Services	uniform service	101-43100-2180	190.86	
Total 101431002180:					381.72	
10/27/2022	102238	Centerpoint Energy	Monthly Billing	101-43100-3800	136.38	M
10/27/2022	102238	Centerpoint Energy	Monthly Billing	101-43100-3800	155.72	M
Total 101431003800:					292.10	
10/27/2022	20220874	Independent School District #829	City Contribution Com Ed	101-45100-3100	8,333.33	
Total 101451003100:					8,333.33	
10/27/2022	20220863	Bomgaars Supply	Parts & Supplies	101-45130-2170	39.86	
Total 101451302170:					39.86	
10/27/2022	20220889	USA Blue Book	Plumbing	101-45130-2210	33.95	
Total 101451302210:					33.95	
10/27/2022	102238	Centerpoint Energy	Monthly Billing	101-45130-3800	4,235.53	M
10/27/2022	102238	Centerpoint Energy	Monthly Billing	101-45130-3800	199.47	M
Total 101451303800:					4,435.00	
10/27/2022	158591	Dahle Sod Farm	TLCF Sod Repair	101-45180-4000	75.00	
Total 101451804000:					75.00	
10/27/2022	20220863	Bomgaars Supply	Parts & Supplies	101-45200-2170	35.92	
Total 101452002170:					35.92	
10/27/2022	20220872	Gundermann, Jolene	uniform allowance	101-45200-2180	141.45	
Total 101452002180:					141.45	
10/27/2022	102238	Centerpoint Energy	Monthly Billing	101-45200-3800	42.06	M
10/27/2022	102238	Centerpoint Energy	Monthly Billing	101-45200-3800	18.60	M
10/27/2022	102238	Centerpoint Energy	Monthly Billing	101-45200-3800	52.08	M
10/27/2022	102238	Centerpoint Energy	Monthly Billing	101-45200-3800	18.60	M
Total 101452003800:					131.34	
10/27/2022	20220885	ServiceMaster by Ayotte	Supplies	101-45500-2170	238.42	
Total 101455002170:					238.42	
10/27/2022	158602	Orkin Pest Control	Library-Pest control	101-45500-3100	80.00	
Total 101455003100:					80.00	
10/27/2022	102238	Centerpoint Energy	Monthly Billing	101-45500-3800	31.23	M
10/27/2022	102238	Centerpoint Energy	Monthly Billing	101-45500-3800	50.67	M



Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Total 101455003800:					81.90	
Total General Fund:					230,115.65	
<b>Airport</b>						
10/27/2022	102232	CenturyLink	Airport Phone and Internet	230-49810-3200	112.10	M
Total 230498103200:					112.10	
10/27/2022	102238	Centerpoint Energy	Monthly Billing	230-49810-3800	25.36	M
10/27/2022	102238	Centerpoint Energy	Monthly Billing	230-49810-3800	25.43	M
10/27/2022	102234	Xcel Energy	Airport Electric	230-49810-3800	225.81	M
10/27/2022	102237	Xcel Energy	Airport Electric	230-49810-3800	153.83	M
Total 230498103800:					430.43	
10/27/2022	158587	Chris Fuchs	Old FBO hangar drywall and window repair	230-49810-4000	2,200.00	
10/27/2022	20220877	JT Services of MN	Light pole and fixtures	230-49810-4000	3,232.97	
10/27/2022	158616	Zahl Equipment Service Inc.	Disposal of old fuel	230-49810-4000	1,350.00	
Total 230498104000:					6,782.97	
Total Airport:					7,325.50	
<b>Safe Haven Grant</b>						
10/27/2022	20220875	Innovative Office Supply	Office Supplies	279-46350-2000	79.87	
Total 279463502000:					79.87	
Total Safe Haven Grant:					79.87	
<b>Capital Improvement</b>						
10/27/2022	20220879	Met-Con Construction Inc	Clear Lake Park Improvements	430-43010-5435	55,748.85	
Total 430430105435:					55,748.85	
10/27/2022	158599	McClune's Tree Service	414 8th St SE tree removal - 8th St SE Project	430-43010-5560	500.00	
Total 430430105560:					500.00	
Total Capital Improvement:					56,248.85	
<b>Water</b>						
10/27/2022	158595	HKS Construction LLC	Water Access Fee Reimbursement	601-37175-0000	1,240.00	
Total 601371750000:					1,240.00	
10/27/2022	20220864	Border States Electric Supply	Well house	601-49401-3100	69.79	
Total 601494013100:					69.79	
10/27/2022	102238	Centerpoint Energy	Monthly Billing	601-49401-3800	18.60	M
10/27/2022	102238	Centerpoint Energy	Monthly Billing	601-49401-3800	18.60	M
10/27/2022	102236	Xcel Energy	Water Tower Electric Service	601-49401-3800	208.81	M

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Total 601494013800:					246.01	
10/19/2022	102225	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 10/16/2022	601-49430-0000	513.11	M
10/19/2022	102225	ACH Internal Revenue Service	MEDICARE Pay Period: 10/16/2022	601-49430-0000	120.00	M
Total 601494300000:					633.11	
10/27/2022	158583	Aramark Uniform Services	Uniforms	601-49430-2180	14.90	
10/27/2022	158583	Aramark Uniform Services	Uniforms	601-49430-2180	14.90	
10/27/2022	20220863	Bomgaars Supply	Parts & Supplies	601-49430-2180	174.99	
10/27/2022	20220889	USA Blue Book	Safety Glasses and eye glass cleaners	601-49430-2180	72.46	
Total 601494302180:					277.25	
10/27/2022	20220880	Metering & Technology Solutions	Residential Meters (18)	601-49430-2215	1,242.73	
Total 601494302215:					1,242.73	
10/27/2022	20220891	Waseca Sand & Gravel Inc.	water main sand	601-49430-2230	400.00	
Total 601494302230:					400.00	
10/27/2022	20220889	USA Blue Book	bleeder repair	601-49430-3100	224.24	
Total 601494303100:					224.24	
10/27/2022	158606	U.S. Postal Service	Postage	601-49585-3200	498.53	
Total 601495853200:					498.53	
10/27/2022	20220882	On Target Inc.	CASS address certification-quarterly	601-49585-3500	49.26	
10/27/2022	20220884	Personalized Printing Inc.	Envelopes	601-49585-3500	810.20	
Total 601495853500:					859.46	
10/27/2022	158590	City of Waseca	Summit AR	601-49585-4320	17.41	
Total 601495854320:					17.41	
10/27/2022	20220883	Pantheon Computer Systems Inc.	Maintenance Agreement	601-49586-4950	1,020.89	
Total 601495864950:					1,020.89	
Total Water:					6,729.42	
<b>Sanitary Sewer</b>						
10/27/2022	158595	HKS Construction LLC	Sewer Access Fee Reimbursement	602-37275-0000	1,090.00	
Total 602372750000:					1,090.00	
10/27/2022	102238	Centerpoint Energy	Monthly Billing	602-49470-3800	35.69	M
10/27/2022	102238	Centerpoint Energy	Monthly Billing	602-49470-3800	28.52	M
10/27/2022	102238	Centerpoint Energy	Monthly Billing	602-49470-3800	24.34	M
10/27/2022	102238	Centerpoint Energy	Monthly Billing	602-49470-3800	52.08	M

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 602494703800:					140.63
10/27/2022	158593	Ferguson Enterprises Inc	pipe & fittings	602-49470-4000	3,202.72
10/27/2022	158608	W W Blacktopping Inc.	Hot Mix	602-49470-4000	2,149.30
Total 602494704000:					5,352.02
10/27/2022	20220863	Bomgaars Supply	Parts & Supplies	602-49470-4020	67.93
10/27/2022	20220878	M & R Electric Inc.	parkridge lift was not alternating pumps	602-49470-4020	139.50
Total 602494704020:					207.43
10/27/2022	20220859	A. H. Hermel Company	Lift station dumpster	602-49480-2170	379.43
10/27/2022	158594	Hawkins Inc	Demurrage	602-49480-2170	50.00
10/27/2022	158594	Hawkins Inc	Demurrage	602-49480-2170	130.00
10/27/2022	158594	Hawkins Inc	Chlorine & Sulfur	602-49480-2170	1,274.60
Total 602494802170:					1,834.03
10/27/2022	20220871	Goodin Company	Lab water softner	602-49480-2210	127.58
10/27/2022	20220876	Javens Mechanical Contracting Co.	Gas valve	602-49480-2210	458.37
Total 602494802210:					585.95
10/27/2022	158605	Stantec Consulting Services Inc	NPDES Permit Review	602-49480-3000	692.75
Total 602494803000:					692.75
10/27/2022	20220876	Javens Mechanical Contracting Co.	HVAC Repairs	602-49480-3100	1,575.00
Total 602494803100:					1,575.00
10/27/2022	20220873	Hellevik, Brian	Training	602-49480-3300	100.00
Total 602494803300:					100.00
10/27/2022	102238	Centerpoint Energy	Monthly Billing	602-49480-3800	412.93 M
10/27/2022	102238	Centerpoint Energy	Monthly Billing	602-49480-3800	305.21 M
10/27/2022	158607	USS MN V MT LLC	USS Bush Solar	602-49480-3800	3,251.32
Total 602494803800:					3,969.46
10/27/2022	158606	U.S. Postal Service	Postage	602-49585-3200	498.54
Total 602495853200:					498.54
10/27/2022	20220882	On Target Inc.	CASS address certification-quarterly	602-49585-3500	49.26
10/27/2022	20220884	Personalized Printing Inc.	Envelopes	602-49585-3500	810.20
Total 602495853500:					859.46
10/27/2022	158590	City of Waseca	Summit AR	602-49585-4320	33.38
Total 602495854320:					33.38

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
10/27/2022	20220869	Flaherty & Hood PA	Sept Legal Fees	602-49586-3000	465.00
Total 602495863000:					465.00
10/27/2022	20220883	Pantheon Computer Systems Inc.	Maintenance Agreement	602-49586-4950	1,020.89
Total 602495864950:					1,020.89
10/27/2022	158605	Stantec Consulting Services Inc	WWTP Barscreen Project	602-49593-5300	317.00
Total 602495935300:					317.00
Total Sanitary Sewer:					18,741.54
<b>Electric Utility</b>					
10/27/2022	20220863	Bomgaars Supply	Parts & Supplies	604-49571-2170	74.69
Total 604495712170:					74.69
10/27/2022	158614	Wesco Receivables Corp	Metering CT's	604-49571-2215	898.92
Total 604495712215:					898.92
10/27/2022	158596	Lake Shore Assisted Living	Energy Management Program	604-49571-2320	100.00
10/27/2022	158597	Lakeshore Rehabilitation Center	Energy Management Program	604-49571-2320	232.50
10/27/2022	158610	Waseca County Community Services	Energy Management Program	604-49571-2320	145.00
10/27/2022	158611	Waseca County Courthouse	Energy Management Program	604-49571-2320	325.00
10/27/2022	158612	Waseca County Garage	Energy Management Program	604-49571-2320	125.00
Total 604495712320:					927.50
10/27/2022	20220864	Border States Electric Supply	primary splices	604-49573-2230	303.64
10/27/2022	20220864	Border States Electric Supply	primary splices	604-49573-2230	2,749.88
Total 604495732230:					3,053.52
10/27/2022	102235	Xcel Energy	Xcel Street Lights	604-49574-3800	582.94 M
Total 604495743800:					582.94
10/27/2022	158606	U.S. Postal Service	Postage	604-49585-3200	498.54
Total 604495853200:					498.54
10/27/2022	20220882	On Target Inc.	CASS address certification-quarterly	604-49585-3500	49.26
10/27/2022	20220884	Personalized Printing Inc.	Envelopes	604-49585-3500	810.20
Total 604495853500:					859.46
10/27/2022	158590	City of Waseca	Summit AR	604-49585-4320	94.32
Total 604495854320:					94.32
10/27/2022	20220862	Barr Engineering Company	Hospital Engineering	604-49586-3000	4,193.00
10/27/2022	20220862	Barr Engineering Company	Stoltz Solar Review	604-49586-3000	500.00
10/27/2022	20220869	Flaherty & Hood PA	Sept Legal Fees	604-49586-3000	200.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 604495863000:					4,893.00
10/27/2022	20220870	Gaerst and Associates INC	Residential Energy Audits	604-49586-3100	172.00
10/27/2022	158604	Shred-it USA LLC	Monthly Service	604-49586-3100	43.43
Total 604495863100:					215.43
10/27/2022	20220883	Pantheon Computer Systems Inc.	Maintenance Agreement	604-49586-4950	1,020.89
Total 604495864950:					1,020.89
10/27/2022	20220864	Border States Electric Supply	Conversion Supplies	604-49593-5300	2,532.79
10/27/2022	20220877	JT Services of MN	LED Streetlight Fixtures	604-49593-5300	19,349.72
Total 604495935300:					21,882.51
Total Electric Utility:					35,001.72
<b>Storm Water Utility</b>					
10/27/2022	20220868	ESS Brothers & Sons Inc	Storm sewer manhole flapper valve - 600 block of 7th St	651-43140-4000	1,386.00
10/27/2022	158608	W W Blacktopping Inc.	Hot Mix	651-43140-4000	1,000.00
Total 651431404000:					2,386.00
10/27/2022	158585	Chambers Excavation & Trucking LLC	Alley Drainage Project Payment #1 - Final	651-49593-5300	49,910.00
Total 651495935300:					49,910.00
Total Storm Water Utility:					52,296.00
<b>Central Garage Services</b>					
10/27/2022	20220863	Bomgaars Supply	Parts & Supplies	701-43180-2210	83.98
10/27/2022	158586	Charles Machine Works	sewer camera parts	701-43180-2210	898.20
10/27/2022	158598	MacQueen Equipment Inc.	credit for parts returned	701-43180-2210	570.65-
10/27/2022	20220888	Truck Center Companies	DEF heater frgt charge on warranty parts	701-43180-2210	73.00
10/27/2022	20220888	Truck Center Companies	inventory parts	701-43180-2210	283.21
Total 701431802210:					767.74
Total Central Garage Services:					767.74
<b>Property and Liability Insuran</b>					
10/27/2022	20220869	Flaherty & Hood PA	Sept Legal Fees	702-49955-3000	240.00
Total 702499553000:					240.00
10/27/2022	158615	Xcel Energy	Electrical Property Damage	702-49955-3640	1,297.44
Total 702499553640:					1,297.44
Total Property and Liability Insuran:					1,537.44
<b>Equipment Replacement Fund</b>					
10/27/2022	158598	MacQueen Equipment Inc.	Hose Washer	705-49930-5400	11,450.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 705499305400:					11,450.00
Total Equipment Replacement Fund:					11,450.00
Grand Totals:					420,293.73

## Report Criteria:

Report type: GL detail

[Report].Amount = {&lt;&gt;} 0

## CONTRACT CONSTRUCTION PAYMENT REQUEST

DATE: 10/24/2022

TO: Mayor & City Council  
Lee Mattson, City Manager

PROJECT NAME: Clear Lake Park Improvements

CITY PROJECT NO. 2121

PAYMENT REQUEST : No. 6

PAYMENT PERIOD : 10/01/2022-10/31/2022

CONTRACTOR: Met-Con Construction

PAYMENT AMOUNT: \$55,748.85

Approved By:

Department Head

Date

Director of Finance

Date

City Manager

Date



## Transmittal

Stantec Architecture Inc.  
733 Marquette Avenue Suite 1000, Minneapolis MN 55402-2309  
Phone: (612) 712-2000

To:	Carl Sonnenberg	From:	Bruce Paulson
Company:	City of Waseca	<input type="checkbox"/>	For Your Information
Address:	508 South State Street Waseca, MN 56093	<input checked="" type="checkbox"/>	For Your Approval
Phone:	(507) 521-1540	<input checked="" type="checkbox"/>	For Your Review
		<input type="checkbox"/>	As Requested
Date:	October 24, 2022		
File:	193805326		
Delivery:	Email		

**Reference:** Clear Lake Park Improvements Application and Certificate for Payment

Attachment:

Copies	Doc Date	Pages	Description
1	10/21/2022	4	Application and Certificate for Payment No. 6

Hi Carl,

Please have the attached copy signed and then it can be scanned and emailed to Parker Beaupre at [parker.beaupre@met-con.com](mailto:parker.beaupre@met-con.com) and to me. Please let me know if you need paper copies and I will get them to you. Thank you.

Respectfully yours,

Stantec Architecture Inc.

**Bruce P. Paulson**  
Senior Project Manager/Architect  
Phone: (612) 712-2108  
Cell: (651) 492-9089  
[Bruce.Paulson@stantec.com](mailto:Bruce.Paulson@stantec.com)

c. File





Project:	Clear Lake Park Improvements	Date:	October 24, 2022
For Period:	10/1/2022 to 10/31/2022	Request No	6
Contractor:	Met-Con Construction, Inc., 15760 Acorn Trail, Faribault, MN 55021		

### CONTRACTOR'S REQUEST FOR PAYMENT

CLEAR LAKE PARK IMPROVEMENTS  
CITY PROJECT NO. 21-21  
WASECA, MINNESOTA  
STANTEC FILE NO. 193805326

#### SUMMARY

1	Original Contract Amount		\$	740,580.00
2	Change Order - Addition	\$	13,091.30	
3	Change Order - Deduction	\$	0.00	
4	Revised Contract Amount		\$	753,671.30
5	Value Completed to Date		\$	638,414.30
6	Material on Hand		\$	0.00
7	Amount Earned		\$	638,414.30
8	Less Retainage 5%		\$	31,920.72
9	Subtotal		\$	606,493.59
10	Less Amount Paid Previously		\$	550,744.73
11	Liquidated damages -		\$	0.00
12	AMOUNT DUE THIS REQUEST FOR PAYMENT NO. 6		\$	55,748.85

Recommended for Approval by:  
**STANTEC ARCHITECTURE INC.**

See attached for signature

Approved by Contractor:  
**MET-CON CONSTRUCTION, INC.**

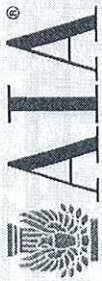
See attached for signature

Approved by Owner:  
**CITY OF WASECA**

Specified Contract Completion Date:  
November 11, 2022

Date:  
10.25.22





# AIA Document G702™ - 1992

## Application and Certificate for Payment

TO OWNER:	PROJECT:	APPLICATION NO:	Distribution to:
City of Waseca 508 South State Street Waseca, MN 56093	Clear Lake Park Improvements 1000 8th Ave NE Waseca, MN 56093	PERIOD TO: 4311000006 CONTRACT FOR: 10/31/2022 CONTRACT DATE: 3/1/2022 PROJECT NOS: 43110	OWNER <input type="checkbox"/> ARCHITECT <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
FROM CONTRACTOR:	VIA ARCHITECT:		
Met-Con Construction, Inc. 15760 Acorn Trail Fairbault, MN 55021	Stantec Architecture Inc. 733 Marquette Ave S, Ste 1000 Minneapolis, MN 55402		

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	\$ 740,580.00
2. NET CHANGE BY CHANGE ORDERS	\$ 13,091.30
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 753,671.30
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 638,414.30

#### 5. RETAINAGE:

- 50% of Completed Work  
(Column D + E on G703)
- % of Stored Material  
(Column F on G703)

Total Retainage (Lines 5a + 5b, or Total in Column I of G703)	\$ 31,920.72
6. TOTAL EARNED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$ 31,920.72
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 606,493.58
	\$ 550,744.73

8. CURRENT PAYMENT DUE	\$ 55,748.85
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6)	\$ 147,177.72

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 94,158.60	\$ (81,650.30)
Total approved this month	\$ 1,617.00	\$ (1,034.00)
TOTAL	\$ 95,775.60	\$ (82,684.30)
NET CHANGES by Change Order	\$ 13,091.30	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Met-Con Construction, Inc.

By: [Signature] Date: 10.21.2022

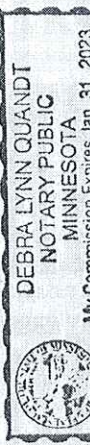
State of: MN

County of: Rice

Subscribed and sworn to before me this 21 day of October, 2022

Notary Public: Debra Lynn Quandt

My commission expires: 1/31/23



### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 55,748.85  
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: [Signature]

By: [Signature] Date: October 24, 2022

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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# AIA<sup>®</sup> Document G703<sup>™</sup> – 1992

## Continuation Sheet

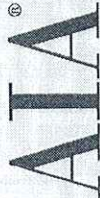
AIA Document G702<sup>™</sup>-1992, Application and Certificate for Payment, or G732<sup>™</sup>-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.  
In tabulations below, amounts are in US dollars.  
Use Column I on Contracts where variable retainage for line items may apply.

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached. In tabulations below, amounts are in US dollars. Use Column I on Contracts where variable retainage for line items may apply.									
APPLICATION NO: 4311000006 APPLICATION DATE: 10/21/2022 PERIOD TO: 10/31/2022 ARCHITECT'S PROJECT NO: 43H0									
ITEM NO.	DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	General Conditions	40,200.00	36,700.00	1,500.00		38,200.00	95.02	2,000.00	1,910.00
2	Temp Conditions	24,220.00	22,220.00	1,000.00		23,220.00	95.87	1,000.00	1,161.00
3	Demolitions	68,809.00	63,809.00	5,000.00		68,809.00	100.00		3,440.45
4	Earthwork	54,770.00	45,770.00	9,000.00		54,770.00	100.00		2,738.50
5	Rebar Material	11,237.00	11,237.00			11,237.00	100.00		561.85
6	Concrete	67,600.00	36,000.00	31,600.00		67,600.00	100.00		3,380.00
7	Masonry	97,794.00	90,294.00			90,294.00	92.33	7,500.00	4,514.70
8	Metal Fabrications	12,049.00	12,049.00			12,049.00	100.00		602.45
9	Rough Carpentry	6,013.00	6,013.00			6,013.00	100.00		300.65
10	Insulation	2,086.00	2,086.00			2,086.00	100.00		104.30
11	Asphalt Shingles	18,950.00	18,950.00			18,950.00	100.00		947.50
12	Joint Sealants	6,500.00	5,500.00			5,500.00	84.62	1,000.00	275.00
13	HM Doors & Frames	16,633.00	14,000.00			14,000.00	84.17	2,633.00	700.00
14	Epoxy Floor Coating	15,275.00	11,275.00			11,275.00	73.81	4,000.00	563.75
15	Painting	85,229.00	7,700.00	10,000.00		17,700.00	20.77	67,529.00	885.00
16	Toilet Partitions	22,373.00	22,373.00			22,373.00	100.00		1,118.65
17	Toilet Accessories	9,480.00	9,480.00			9,480.00	100.00		474.00
18	PEMB Roof	68,112.00	43,112.00			43,112.00	63.30	25,000.00	2,155.60
19	HVAC/Plumbing	98,650.00	96,650.00			96,650.00	97.97	2,000.00	4,832.50
20	Electrical	14,600.00	12,005.00			12,005.00	82.23	2,595.00	600.25
30000	Change Order #001	9,253.90	9,253.90			9,253.90	100.00		462.70
30001	Change Order #002	3,254.40	3,254.40			3,254.40	100.00		162.72
30002	Change Order #003	583.00	583.00			583.00	100.00		29.15
GRAND TOTAL									

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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# Document G703™ - 1992

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 43110000006  
APPLICATION DATE: 10/21/2022  
PERIOD TO: 10/31/2022  
ARCHITECT'S PROJECT NO:

**CAUTION:** You should sign an original AIA Contract Document on which this text appears in RED. An original assures that changes will not be obscured.

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10/21/04 C044



## CONSTRUCTION CONTRACT PAYMENT REQUEST

DATE: NOVEMBER 1, 2022

TO: Mayor & City Council  
Lee Mattson - City Manager

PROJECT NAME: 2022 CHRIST KING'S ALLEY DRAINAGE IMPROVEMENTS

CITY PROJECT NO. 2022-16

PAYMENT REQUEST: NO. 1 - FINAL

PAYMENT PERIOD: SEPTEMBER 19, 2022 - OCTOBER 13, 2022

CONTRACTOR: CHAMBERS EXCAVATION & TRUCKING LLC

<u>CONTRACT</u>		<u>PAYMENT</u>	
Original Contract sum:	<u>\$ 48,781.00</u>	Contract Sum to date:	<u>\$ 49,910.00</u>
<b>Change Orders</b>		Total earned to date (Includes Change Orders)	<u>\$ 49,910.00</u>
Change Order No. 1 14-Oct-22	<u>\$ 1,129.00</u>	Retainage: N/A	<u>\$ -</u>
		Total earned less retainage:	<u>\$ 49,910.00</u>
		Less previous payment requests:	<u>\$ -</u>
		Payment due this request:	<u>\$ 49,910.00</u>
		% Contract completed to date:	<u>100%</u>
		Amount remaining on contract:	<u>\$ -</u>
Net change by change orders:	<u>\$ 1,129.00</u>	Total Amount Due:	<u>\$ 49,910.00</u>
Contract Sum to date:	<u>\$ 49,910.00</u>		

Approved By:

Paul Christ 10-14-2022  
Contractor Date

Michael Fischer 10-19-2022  
Director of Finance Date

Nathan Willey 10-17-22  
City Engineer Date

Lee A. Mattson 10-21-22  
City Manager Date

## PAGE 1

## CITY PROJECT NO. 2022-16

PAYMENT PERIOD: SEPTEMBER 19, 2022 - OCTOBER 13, 2022

PAYMENT REQUEST NO. 1 - FINAL

ORIGINAL CONTRACT AMOUNT: \$48,781.00

PAYMENT DATE: NOVEMBER 1, 2022

**FINAL CONTRACT AMOUNT: \$49,910.00**

CONTRACTOR:  
CHAMBERS EXCAVATION & TRUCKING LLC  
777 NORTH INDUSTRIAL ROAD  
MANKATO, MN 56001

CONTRACT APPROVAL DATE: AUGUST 3, 2022

CONTRACT COMPLETION DATE: OCTOBER 14, 2022

To the City Council of the City of Waseca, the following payment is requested in accordance with the plans, specifications, and conditions of the contract.

[illegible]

# CITY OF WASECA CHANGE ORDER FORM

CHANGE ORDER NO. 1

CITY PROJECT #: 2022-16

PROJECT NAME: 2022 CHRIST KING'S ALLEY DRAINAGE IMPROVEMENTS

CONTRACTOR NAME AND ADDRESS: CHAMBERS EXCAVATING & TRUCKING LLC

777 NORTH INDUSTRIAL ROAD, MANKATO, MN 56001

## THIS CHANGE ORDER IS A CHANGE IN THE CONTRACT:

TIME		PRICE	
ORIGINAL CONTRACT TIME:	N/A	ORIGINAL CONTRACT AMOUNT:	\$ 48,781.00
PREVIOUS CONTRACT TIME CHANGES:	N/A	PREVIOUS CHANGE ORDER TOTAL:	\$ -
CONTRACT TIME OF THIS CHANGE ORDER:	N/A	AMOUNT OF THIS CHANGE ORDER:	\$ 1,129.00
REVISED CONTRACT TIME:	N/A	REVISED CONTRACT AMOUNT:	\$ 49,910.00

NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTALS
3	REMOVE CURB & GUTTER	LF	4	\$ 2.00	\$ 8.00
5	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	4	\$ 4.00	\$ 16.00
6	REMOVE BITUMINOUS PAVEMENT	SY	21	\$ 3.00	\$ 63.00
7	REMOVE CONCRETE WALK	SF	-58	\$ 1.00	\$ (58.00)
9	AGGREGATE SURFACING CLASS 2 (CV)	CY	-44	\$ 30.00	\$ (1,320.00)
12	6" CONCRETE PAVEMENT	SY	-4	\$ 100.00	\$ (400.00)
13	12" RC PIPE SEWER CLASS V	LF	-3	\$ 50.00	\$ (150.00)
14	24" RC PIPE SEWER CLASS III	LF	-4	\$ 75.00	\$ (300.00)
16	CONNECT TILE LINE TO STORM STRUCTURE	EA	-3	\$ 150.00	\$ (450.00)
20	CONCRETE CURB & GUTTER, DESIGN B618	LF	4	\$ 60.00	\$ 240.00
22	SEED & BLANKET	SY	-30	\$ 4.00	\$ (120.00)
CO1	EXTRA TIME DUE TO UNFORESEEN UTILITY CONFLICTS	HR	12	\$ 300.00	\$ 3,600.00
CHANGE ORDER TOTAL:					\$ 1,129.00

## THE JUSTIFICATION FOR THIS CHANGE ORDER IS:

This Change Order is for extra time due to unforeseen utility conflicts and tabulates the cost adjustment between plan quantities and final project quantities.

Nathan Willey  
CITY OF WASECA REPRESENTATIVE

Patrick Chambers  
CONTRACTOR REPRESENTATIVE

Nathan Willey  
SIGNATURE

Patrick Chambers  
SIGNATURE

10-17-22  
DATE

10-14-2022  
DATE



# CITY OF WASECA CHANGE ORDER FORM

CHANGE ORDER NO. 1

CITY PROJECT #: 2022-16

PROJECT NAME: 2022 CHRIST KING'S ALLEY DRAINAGE IMPROVEMENTS

CONTRACTOR NAME AND ADDRESS: CHAMBERS EXCAVATING & TRUCKING LLC

777 NORTH INDUSTRIAL ROAD, MANKATO, MN 56001

## THIS CHANGE ORDER IS A CHANGE IN THE CONTRACT:

TIME		PRICE	
ORIGINAL CONTRACT TIME:	N/A	ORIGINAL CONTRACT AMOUNT:	\$ 48,781.00
PREVIOUS CONTRACT TIME CHANGES:	N/A	PREVIOUS CHANGE ORDER TOTAL:	\$ -
CONTRACT TIME OF THIS CHANGE ORDER:	N/A	AMOUNT OF THIS CHANGE ORDER:	\$ 1,129.00
REVISED CONTRACT TIME:	N/A	REVISED CONTRACT AMOUNT:	\$ 49,910.00

NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTALS
3	REMOVE CURB & GUTTER	LF	4	\$ 2.00	\$ 8.00
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CHANGE ORDER TOTAL: \$ 1,129.00

## THE JUSTIFICATION FOR THIS CHANGE ORDER IS:

This Change Order is for extra time due to unforeseen utility conflicts and tabulates the cost adjustment between plan quantities and final project quantities.

Nathan Willey

CITY OF WASECA REPRESENTATIVE

Nathan Willey

SIGNATURE

10-17-22

DATE

Patrick Chambers

CONTRACTOR REPRESENTATIVE

Patrick Chambers

SIGNATURE

10-14-2022

DATE



**Project Location Map: Christ the King's Church Alley Drainage Improvements**

4th Ave NE

CHRIST THE KING'S  
LUTHERAN CHURCH  
309 6TH STREET NE

3rd Ave NE

5th St NE

6th St NE



0 37.5 75 150  
Feet

<b>Title:</b>	Tax Abatement Assignment for 1004 11 <sup>th</sup> Street SE		
<b>Meeting Date:</b>	November 1, 2022	<b>Agenda Item Number:</b>	<b>6E</b>
<b>Action:</b>	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	<b>Supporting Documents:</b>	Consent to Assignment & Amendment of Tax Abatement Agreement
<b>Originating Department:</b>	Economic Development	<b>Presented By:</b>	City Manager
<b>Approved By City Manager:</b> <input checked="" type="checkbox"/>			
<b>How does this item pertain to Vision 2030 goals?</b>	Leveraging Economic Development Opportunities and Developing High Quality Community Assets		

**BACKGROUND:** On May 3, 2022, the City Council approved a Residential Tax Abatement Agreement (100% for 3 years) for the development of a single-family home at 1004 11<sup>th</sup> Street SE. Construction has been completed and the home has been sold to Michael and Beatrice O’Brien. Staff has had the attached “Consent to Assignment and Amendment of Tax Abatement Agreement” drafted by the City Attorney which transfers the abatement to the new owners O’Brien and changes the terms of the tax abatement to 50% for 10 years.

**BUDGET IMPACT:** Approving this agreement is consistent with revenues and expenditures already provided for in the budget. Refusing to approve the assignment would result in decreased annual expenditures.

**ALTERNATIVES CONSIDERED:** The City could declare the abatement agreement to be in default and terminate all future abatement payments.

**RECOMMENDATION:** Staff recommends a motion to approve the Consent to Assignment and Amendment of Tax Abatement Agreement. The property owner will still have to accept and execute this agreement to receive future tax abatement payments.



**CONSENT TO ASSIGNMENT AND AMENDMENT OF  
TAX ABATEMENT AGREEMENT**

**THIS CONSENT TO ASSIGNMENT AND AMENDMENT OF TAX ABATEMENT AGREEMENT** is entered into on November 1, 2022 between Michael and Beatrice O'Brien, and the CITY OF WASECA, MINNESOTA ("CITY").

**WHEREAS**, Miller Homes, LLC ("Recipients") entered into that certain Residential Tax Abatement Agreement with the City dated May 3, 2022 (the "Abatement Agreement") which memorialized the terms and conditions upon which the City granted a partial abatement of ad valorem property taxes on real property located at 1004 11<sup>th</sup> Street E, Waseca, Minnesota (the "Property"); and

**WHEREAS**, on August 22, 2022, Recipients conveyed the Property to Michael and Beatrice O'Brien ("Assignees") thereby assigning Recipients' rights and obligations under the Abatement Agreement; and

**WHEREAS**, the Abatement Agreement provides that no assignment of the Abatement Agreement may be made without the written approval of the CITY; and

**WHEREAS**, the CITY, having determined that the project for which the partial tax abatement was originally granted has been completed in accordance with the terms of the Abatement Agreement and that Assignees have the capability of fully performing and honoring Recipients' obligations under the Abatement Agreement, is willing to consent to and ratify the assignment of the Abatement Agreement to Assignees with the following amendments; and

**WHEREAS**, the CITY, having determined that no payments have yet been made to the Recipient in accordance with the terms of the Abatement Agreement, is willing to consent to a change of terms as elected by Assignees; and

**WHEREAS**, Section 3.8 of the Abatement Agreement contains terms that CITY and Assignees wish to change through an amendment of the Abatement Agreement.

**NOW, THEREFORE**, CITY and Assignees covenant and agree as follows:

1. Assignees hereby accept the assignment of the Abatement Agreement from Recipients and agree to fully perform Recipients' duties and obligations thereunder, and shall be entitled to receive the benefits of the partial tax abatement agreement on the terms and conditions set forth in the Abatement Agreement. CITY consents to the assignment of the Abatement Agreement from Recipients under such circumstances.
2. The Abatement Agreement is hereby amended as follows:

Section 3.8 shall of the Abatement Agreement shall be deleted and replaced with the following:

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 ten 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 2023 and continuing through taxes payable in 2032, in the lesser amount annually of \$2,045.89 or 50 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, 2023 and including January 1, 2033, 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, 2023 and including February 1, 2033, 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.

*[Signature page to follow]*

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

MICHAEL AND BEATRICE O'BRIEN

\_\_\_\_\_  
Michael S O'Brien

\_\_\_\_\_  
Beatrice E O'Brien

CITY OF WASECA, MINNESOTA

By \_\_\_\_\_  
Its Mayor

By \_\_\_\_\_  
Its City Manager

<b>Title:</b>	APPROVE THE WASECA MUNICIPAL AIRPORT 20-YEAR CAPITAL IMPROVEMENT PLAN (CIP)		
<b>Meeting Date:</b>	November 1, 2022	<b>Agenda Item Number:</b>	<b>6F</b>
<b>Action:</b>	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	<b>Supporting Documents:</b>	Airport 20-Year CIP
<b>Originating Department:</b>	Engineering	<b>Presented By:</b>	Consent Agenda
<b>Approved By City Manager:</b> <input checked="" type="checkbox"/>	<b>Proposed Action:</b> Motion to Approve the Waseca Municipal Airport 20-Year Capital Improvement Plan (CIP).		
<b>How does this item pertain to Vision 2030 goals?</b>	Creating high quality community assets.		

**BACKGROUND:** The Waseca Municipal Airport 20-Year Capital Improvement Plan (CIP) has been reviewed and revised by City staff and the Airport Board. This updated plan is required to be submitted to the Federal Aviation Administration (FAA) to aid them in their federal grant planning/scheduling process.

**BUDGET IMPACT:** None.

**RECOMMENDATION:** Staff recommends the Waseca City Council approve the Waseca Municipal Airport 20-Year Capital Improvement Plan (CIP).

ACQ - Waseca Municipal Airport  
Capital Improvement Program 2022-2041

Fiscal Year			Description	Funding Rates			Project Cost	FAA Funding	State Funding	Local Funding	Hangar Loan Fund (State)	FAA Funding					See Note 1		Notes
Fed	State	Local		FAA	St	Mun						Entitlement Funding	Entitlement Balance	BIL Funding	BIL Funding Balance	Apportionment/ Discretionary	Entitlement Transfer Out	Entitlement Transfer In	
2022	2023	2022	No Projects Programmed										\$376,901						
2023	2024	2023	Multi-Unit Hangar Construction	90	5	5	\$1,000,000	\$900,000	\$50,000	\$50,000		\$900,000	\$450,000		\$159,000		\$76,901		Transfer of expiring funds.
2023	2024	2023	Multi-Unit Hangar Site Work	90	0	10	\$350,000	\$315,000	\$0	\$35,000			\$0		\$318,000	\$0		\$300,000	At least 2 years of transfers needed
2023	2024	2023	Apron/Taxilane Crack Sealing	0	70	30	\$100,000	\$0	\$70,000	\$30,000			\$0	\$315,000	\$3,000	\$0			BIL Funding
2023	2024	2023	Fueling Card Reader Installation	0	70	30	\$50,000	\$0	\$35,000	\$15,000			\$0		\$3,000	\$0			
2023	2024	2023	Fueling Tank Replacement	0	70	30	\$100,000	\$0	\$70,000	\$30,000			\$0		\$3,000	\$0			
2024	2025	2024	Runway 15/33 PAPI's and REIL's	90	0	10	\$150,000	\$135,000	\$0	\$15,000			\$0	\$135,000	\$27,000	\$0	\$150,000		BIL Funding. Transfer repayment #1.
2024	2025	2024	Entitlement Transfer				\$0	\$0	\$0	\$0			\$0		\$27,000	\$0			Tranfer repayment
2025	2026	2025	10-Unit T-Hangar Construction - Loan	0	0	20	\$1,000,000	\$0	\$0	\$200,000	\$800,000		\$75,000		\$186,000	\$0	\$75,000		Hangar Loan Fund (80% funding, 0% int, 20 year term)
2025	2026	2025	T-Hangar Site Prep/Taxilanes	40	40	20	\$350,000	\$140,000	\$140,000	\$70,000			\$75,000	\$140,000	\$46,000	\$0			BIL Funding. Transfer repayment #2.
2025	2026	2025	Parking Lot Expansion	0	70	30	\$150,000	\$0	\$105,000	\$45,000			\$75,000		\$46,000	\$0			
2025	2026	2025	Entitlement Transfer				\$0	\$0	\$0	\$0			\$75,000		\$46,000	\$0			
2026	2027	2026	Storage Hangar (70' x 70') - ALP Hangar 15	0	70	30	\$750,000	\$0	\$0	\$225,000	\$525,000		\$225,000		\$205,000	\$0			
2026	2027	2026	Runway 15/33 Reconstruction/Lighting Design	90	0	10	\$225,000	\$202,500	\$0	\$22,500			\$225,000	\$202,500	\$2,500	\$0			BIL Funding
2027	2028	2027	Runway 15/33 Reconstruction	90	5	5	\$2,700,000	\$2,430,000	\$135,000	\$135,000		\$375,000	\$0			\$2,055,000			Discretionary
2027	2028	2027	Runway Lighting Replacement	90	5	5	\$600,000	\$540,000	\$30,000	\$30,000			\$0			\$540,000			Discretionary
2028	2029	2028	Taxiway A Reconstruction & Design	90	5	5	\$900,000	\$810,000	\$45,000	\$45,000		\$150,000	\$0			\$660,000			State Apportionment
2028	2029	2028	Ag Spray Operator Site Development	0	70	30	\$300,000	\$0	\$210,000	\$90,000			\$0			\$0			
2029	2030	2029	Environmental Assessment (Rwy/Twy Extension)	90	5	5	\$75,000	\$67,500	\$3,750	\$3,750		\$67,500	\$82,500			\$0			
2030	2031	2030	Runway/Taxiway Extension Design	90	5	5	\$300,000	\$270,000	\$15,000	\$15,000		\$232,500	\$0			\$37,500			
2031	2032	2031	Runway/Taxiway Extension Construction	90	5	5	\$3,500,000	\$3,150,000	\$175,000	\$175,000		\$150,000	\$0			\$3,000,000			Discretionary or State Apportionment
2032	2033	2032	No Projects Programmed				\$0	\$0	\$0	\$0		\$0	\$150,000			\$0			
2033	2034	2033	Apron/Taxilane Crack Sealing	90	5	5	\$150,000	\$135,000	\$7,500	\$7,500		\$135,000	\$165,000			\$0			
2034	2035	2034	Environmental Assessment (Crosswind Rwy)	90	5	5	\$75,000	\$67,500	\$3,750	\$3,750		\$67,500	\$247,500			\$0			
2035	2036	2035	Turf Crosswind Runway Design	90	5	5	\$250,000	\$225,000	\$12,500	\$12,500		\$225,000	\$172,500			\$0			
2036	2037	2036	Turf Crosswind Runway Construction	90	5	5	\$1,500,000	\$1,350,000	\$75,000	\$75,000		\$322,500	\$0			\$1,027,500			State Apportionment
2037	2038	2037	Runway Crack Sealing	90	5	5	\$150,000	\$135,000	\$7,500	\$7,500		\$135,000	\$15,000			\$0			
2038	2039	2038	Land Acquistion (Parcel D) - Rwy 15 Approach	90	5	5	\$160,000	\$144,000	\$8,000	\$8,000		\$144,000	\$21,000			\$0			
2039	2040	2039	No Projects Programmed				\$0	\$0	\$0	\$0		\$0	\$171,000			\$0			
2040	2041	2040	No Projects Programmed				\$0	\$0	\$0	\$0		\$0	\$321,000			\$0			

Totals \$14,885,000 \$11,016,500 \$1,198,000 \$1,345,500 \$1,325,000 \$2,904,000 \$792,500 \$7,320,000

(1) Entitlement transfers due back to other airports are subject to terms of agreement and expiration

<b>Title:</b>	Approve Residential Tax Abatement for 405 22nd Avenue NW		
<b>Meeting Date:</b>	November 1, 2022	<b>Agenda Item Number:</b>	<b>6G</b>
<b>Action:</b>	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	<b>Supporting Documents:</b>	<ul style="list-style-type: none"> <li>• Residential Tax Abatement Agreement</li> <li>• Resolution 22-56</li> </ul>
<b>Originating Department:</b>	Economic Development	<b>Presented By:</b>	City Manager
<b>Approved By City Manager:</b> <input checked="" type="checkbox"/>	Proposed Action: Approve Resolution 22-56, residential tax abatement 405 22nd Avenue NW and approval for signature to Residential Tax Abatement Agreement		
<b>How does this item pertain to Vision 2030 goals?</b>	Leveraging Economic Development Opportunities and Developing High Quality Community Assets		

**BACKGROUND:** City Council has already authorized this parcel as eligible for tax abatement through Resolution 22-23.

**BUDGET IMPACT:** The residential tax abatement requested is 50% of city ad valorem taxes for a period of 10 years. The total abatement amount for any single qualifying parcel is not to exceed \$20,458.85 in total abatements during the duration of the agreement with annual abatements not to exceed \$2,045.85. The abatement will apply to the City's share of ad valorem property taxes on the qualifying parcels derived from the value of the residential structure for which the City issues a building permit and paid by the record owners of such qualifying parcels.

**ALTERNATIVES CONSIDERED:** None. City Council has already deemed this lot as eligible and approved for the Residential Tax Abatement program by Resolution 22-23

**RECOMMENDATION:** Staff recommends approval of Resolution 22-56 and Residential Tax Abatement Agreement for 405 22nd Avenue NW



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

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RESIDENTIAL TAX ABATEMENT AGREEMENT

BY AND BETWEEN

CITY OF WASECA, MINNESOTA AND

AND

WORKE FOX MEADOWS, LLC

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## RESIDENTIAL TAX ABATEMENT AGREEMENT

THIS AGREEMENT, made as of the 1st day of November 2022, by and among the City of Waseca, Minnesota, a Minnesota municipal corporation (the “City”) and WORKE FOX MEADOWS, a Limited Liability Corporation (the “Developer”),

WITNESSETH:

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

WHEREAS, Developer has been approved for a building permit for a single-family residential structure located at 405 22nd Avenue NW in the City, Parcel No. 017.285.0290 (the “Property”), and the City has determined that the Property has qualified for tax abatement pursuant to the City’s Residential Tax Abatement Policy; and

WHEREAS, the City has approved abatement of the increased portion of the City’s share of ad valorem property taxes on the Property derived from the value of the residential development of the Property for a period not to exceed THREE (3) years, specifically with respect to the payable 2024 through 2026 property taxes, in a total amount not to exceed \$20,458.85; and

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

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

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

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

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

## ARTICLE I

### DEFINITIONS

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

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

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

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

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

City means the City of Waseca, Minnesota;

Code means the City's Code of Ordinances;

Developer means WORKE FOX MEADOWS, LLC, and their heirs, successors and assigns;

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

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

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

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

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

State means the State of Minnesota;

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

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

Tax Abatements means the City's reimbursement to the Developer of the City's share of ad valorem property taxes on the Property derived from the value of the residential development of the Property and paid by the Developer for a period not to exceed THREE (3) years, specifically with respect to the payable 2024 through 2026 property taxes, in a total amount not to exceed \$20,458.85, pursuant to the specific provisions of Section 3.8;

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### ARTICLE III

#### UNDERTAKINGS BY DEVELOPER AND CITY

##### Section 3.1 Construction of Project and Reimbursement of Cost.

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

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

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

##### Section 3.3 Commencement and Completion of Construction.

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

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

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

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

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

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

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

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

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

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

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

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

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

### Section 3.8 Tax Abatements.

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

(2) The Tax Abatement shall be for a duration not to exceed Ten (10) years and shall apply to the City's share of ad valorem property taxes on the Property derived from the value of the residential development of the Property and paid by the Developer, beginning with taxes payable in 2024 and continuing through taxes payable in 2026, in the lesser amount annually of \$6,819.53 or One hundred (100) percent of the City's share of ad valorem property taxes on the Property derived from the value of the residential development of the Property for that year.

(3) On or before January 1 and July 1 each year commencing July 1, 2024, and including January 1, 2026, the Developer shall invoice the City in the amount of the City's portion of ad valorem property taxes on the Property paid by Developer in the previous six-month period to which the Developer is entitled to reimbursement under this Section. On or before February 1 and August 1 each year commencing August 1, 2024, and including February 1, 2027 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:

Worke Fox Meadows, LLC  
200 22<sup>nd</sup> Avenue NE  
Waseca, MN 56093

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

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

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

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

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

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

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

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

Section 5.12. Rules of Interpretation.

(1) Governing Law. This Agreement shall be interpreted in accordance with and governed by the laws of the State of Minnesota,

(2) Includes Entire Agreement. The words "herein" and "hereof" and words of similar import, without reference to any particular section or subdivision refer to this Agreement as a whole rather than any particular section or subdivision hereof.

(3) Original Sections. References herein to any particular article, section or paragraph hereof are to the section or subdivision of this Agreement as originally executed.

(4) Headings. Any headings, captions, or titles of the several parts, articles, sections, and paragraphs of this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of its provision.

(5) Conflict Between Agreements. In the event of any conflict between the terms, conditions and provisions of this Agreement and the terms, conditions and provisions of any other instrument, the terms, conditions and provisions of this Agreement shall control and take precedence.

(6) Entire Agreement. This Agreement including any Schedules and Exhibits hereto contain the entire agreement of the parties relating to the subject matter herein, and no other prior or contemporary agreements, oral or written, shall be binding upon the parties hereto.

(7) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns as provided and as conditioned in this Agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

\_\_\_\_\_  
Worke Fox Meadows, LLC

By it's \_\_\_\_\_

STATE OF MINNESOTA            )  
  ) ss.  
COUNTY OF WASECA            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of October 20\_\_\_\_, by \_\_\_\_\_, its \_\_\_\_\_, Worke Fox Meadows, LLC, Developer.

\_\_\_\_\_  
Notary Public

CITY OF WASECA, MINNESOTA

By \_\_\_\_\_  
Its Mayor

By \_\_\_\_\_  
Its City Manager

STATE OF MINNESOTA            )  
  ) ss.  
COUNTY OF WASECA            )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Roy Srp, as Mayor, and Lee Mattson, 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 # 017.285.0290

Lot 9 Block 2  
Fox Meadows 2<sup>nd</sup> Addition  
City of Waseca



## **RESOLUTION NO. 22-56**

### **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, 2022; 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 ten years, with the City abating 50 percent of the portion of the City's share of ad valorem property taxes on the qualifying parcel derived from the value of the residential structure for which the City issues a building permit and paid by the property owner. The total abatement amount for any single qualifying parcel is not to exceed \$20,458.85, for a maximum total abatement of City-imposed property taxes not to exceed \$6,819.53. 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 Worke Fox Meadows, LLC (405 22nd Avenue NW) Parcel ID #17.285.0290

Adopted this \_\_\_\_ day of November 2022.

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R.D. SRP  
MAYOR

ATTEST:

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JULIA HALL  
CITY CLERK

<b>Title:</b>	RESOLUTION 22-53 AUTHORIZING AMENDMENTS TO THE SNOW AND ICE CONTROL POLICY		
<b>Meeting Date:</b>	November 1, 2022	<b>Agenda Item Number:</b>	<b>7A</b>
<b>Action:</b>	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	<b>Supporting Documents:</b>	Resolution 22-53 Snow and Ice Control Policy Revisions
<b>Originating Department:</b>	Engineering	<b>Presented By:</b>	City Engineer
<b>Approved By City Manager:</b> <input checked="" type="checkbox"/>	<b>Proposed Action:</b> Motion to adopt Resolution 22-53 authorizing amendments to the Snow and Ice Control Policy.		
<b>How does this item pertain to Vision 2030 goals?</b>	Creating high quality community assets		

**BACKGROUND:** In November of 2020, the Minnesota Pollution Control Agency (MPCA) issued a new National Pollutant Discharge Elimination System (NPDES) General Permit for stormwater discharges from the City's Small Municipal Separate Storm Sewer Systems (MS4). Referred to as the MS4 Permit, coverage under this 5-year permit officially began November of 2021 and the City must establish and begin complying with its requirements within 12 months (November of 2022).

One of the requirements of the new MS4 Permit is implementing a written snow and ice management policy that addresses snow removal practices, sand use, the application of deicing materials, and other winter maintenance activities. Therefore, staff reviewed the current Snow and Ice Control Policy and revised it to include the required MS4 Permit information. During that review process, staff also updated the policy where necessary for clarity and accuracy. Attached are the proposed revisions to the Snow and Ice Control Policy.

**BUDGET IMPACT:** None

**RECOMMENDATION:** Staff recommends the City Council approve Resolution 22-53 adopting amendments to the Snow and Ice Control Policy.

**RESOLUTION 22-53**

**A RESOLUTION OF THE WASECA CITY COUNCIL  
AMENDING THE SNOW AND ICE CONTROL POLICY**

**WHEREAS**, the City Council of the City of Waseca has determined that amendments to the Snow and Ice Control Policy (Section 5.02 of the City Council Policy Handbook) are necessary and appropriate.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Waseca that the existing Snow and Ice Control Policy is hereby amended as submitted to the City Council with this resolution.

Adopted this 1<sup>st</sup> day of November 2022.

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R. D. SRP  
MAYOR

ATTEST:

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JULIA HALL  
CITY CLERK

## **SECTION 5.02 Snow & Ice Control Policy**

### **A. Introduction**

The City of Waseca maintains approximately fifty (50) miles of streets and alleys, approximately ten (10) miles of trail, and seventeen (17) park areas. Snow and ice removal operations involve the use of all Streets and Parks Department employees, including those within the Shop Maintenance Division. In addition, the City contracts for the hauling of snow when necessary and as the fiscal year budget allows.

The City of Waseca believes that it is in the best interest of the residents for the City to assume basic responsibility for the control of snow and ice on eCity streets. Reasonable ice and snow control is necessary for routine travel and emergency services. The City will provide such control in a safe and cost-effective manner, while keeping in mind safety, budget, personnel, and environmental concerns. The City will use theircity employees, equipment, and/or private contractors to provide this service. For reference, related ordinances have been included with this policy as Attachment A.

### **B. Commencement of eOperations**

The ~~Street Superintendent~~City will decide when to begin snow or ice control operations.

Following the accumulation of three-inches (3") or more of snow-fall ~~in the City of Waseca~~, a snow emergency shall exist. It shall be unlawful for the driver or owner of any motor vehicle, trailer, or implement to park or leave standing such vehicle, trailer, or implement on any street or alley within the corporate limits of the City of Waseca. Parking may not be resumed on any street or alley until snow removal has been completed ~~on said streets~~.

A snow emergency may be declared by the ~~City Director of Engineering or his/her designee~~, at times other than that following a ~~3-inch (3")~~ snow-fall, premised upon threatening or existing adverse weather or street conditions that ~~in his discretionary opinion is or~~ may be hazardous to the general public safety and well-being. If the ~~Director~~City declares such an emergency other than for ~~- 3" or greater snowfalls~~3" or over, a good faith attempt will be made to provide~~place a~~ notice on the City website, City social media sites, and the local Public, Educational, and Governmental (PEG) access channel~~on the local radio stations (KRUE/KOWO and KOWZ).~~

~~Snow~~Depending on when the storm starts, plowing shall normally begin when accumulation reaches a point where functional traffic flow is inhibited ~~or 12:00 a.m. depending on when the storm starts~~. Plowing shall begin as close as possible to the time snowfall ceases and will continue as visibility and operator safety permits. ~~Work periods shall not exceed safe limits that operators can continue without rest.~~

### **C. How sSnow will be pPlowed**

Snow will be plowed in a manner ~~that so as to~~ minimize sany traffic obstructions. The center of the roadway will be plowed first. The snow shall then be pushed from left to right. ~~The~~with the discharge ~~shall~~ going onto the boulevard area of the street. In times of extreme snowfall, streets will not be able to be immediately cleared of snow.

### **D. Snow #Removal**

The ~~Street Superintendent~~ City will determine when snow will be hauled away by truck from various areas. Such snow removal will occur in areas where there is limited or no ~~room~~space available on the boulevard for snow storage and in areas where accumulated piles of snow create ~~a~~ hazardous conditions. The snow will be removed and hauled to a designated snow storage area. Snow

removal operations may be delayed depending on weather conditions and available personnel.  
~~The snow will be removed and hauled to a snow storage area.~~

E. Priorities & ~~s~~Schedule for Which ~~s~~Streets will be ~~p~~Plowed

The City ~~has~~ designates ~~classified~~ City streets based on ~~the street~~ function, traffic volume, and importance to the welfare of the community. ~~and those sStreets that experience will be plowed first.~~ ~~These are~~ high traffic volumes, ~~which~~ connect major sections of the City, and provide access for emergency fire, police, and medical services will be plowed first.

F. Weather ~~e~~Conditions

~~Snow and ice control operations will be conducted only when weather conditions do not endanger the safety of City employees and equipment. There are Ffactors that may delay snow and ice control operations such as include; significant winds and limited visibility. Snow and ice control operations will be conducted only when weather conditions do not endanger the safety of City employees and equipment.~~

G. Snow & Ice Control Treatment Sanding and Salting

It shall be the policy of the City to consider cost, the environmental impact of snow and ice control treatments, salt usage as well as and the safety of the motoring public when establishing application rates and treatment locations for application. ~~Sand and salt~~ The City uses only treated salt (typically magnesium chloride) for snow and ice control (the City does not treat roadways with sand). Salt is stored covered under a roof and is loaded onto trucks on a level paved surface. Excess salt or spillage is cleaned up immediately after loading. Spilled salt piles on streets are cleaned up after each storm event. The salt is ~~shall be~~ applied to the street surfaces via plow truck spreaders at the base rate of 210 pounds per lane mile. When necessary, this rate is adjusted for temperature, precipitation rate, precipitation type, wind, snow or ice pack condition, and traffic volume. The plow truck spreaders are calibrated annually or as needed. in such quantities necessary so as to provide a level of skid resistance that is consistent with standards normally experienced on City streets throughout the State of Minnesota. It is recognized that a bare pavement policy is not possible at all times during the winter period.

The City recognizes that bare pavement is not a feasible snow and ice control goal. Therefore, depending on relevant circumstances, Sstreets shall be treated ~~spot sanded~~ to provide improved skid resistance and traction ~~consistent with area standards in accordance with the following areas and in the following general order priorities:~~

- ~~1. — Hills, controlled intersections, and curves.~~
- ~~2. — Arterial and collector streets.~~
- ~~3. — School zones.~~
- ~~4. — Bus routes.~~
- ~~5. — Commercial and industrial.~~
- ~~6. — Residential – blanket sanding of general snow pack on residential streets will not be accomplished.~~

- Hills, controlled intersections, and curves
- Arterials and collector streets
- Downtown area
- School zones
- Bus routes
- Commercial and industrial areas
- Residential areas: Blanket treatment of general snow or ice pack will not be conducted on residential streets
- Retreatment of trouble spots as needed after each storm event

#### H. Property Damage

It is recognized by the City that ~~on occasion even under the best of circumstances and care on the part of the operators,~~ private property is occasionally damaged during snow and ice control operations ~~even under the best of circumstances and care on the part of the operators.~~ However, the City will not assume responsibility for damage to unauthorized fences, shrubs, landscapes, etc. located in the boulevard area. When damage occurs to mailboxes, boulevard sod, or parked vehicles, Where this happens it shall be the policy of the City to handle damages in the following manner the City's policy is as follows:

1. Mailboxes: ~~Where mailboxes are placed adjacent to the street,~~ it shall be the policy of the City that snow shall be plowed as close as possible to the curb to allow for safe passage of traffic flow and mail delivery, ~~i~~ It shall be the responsibility of the property owner to keep piled snow away from mailboxes so that mail can be delivered. Mailboxes should be constructed sturdily enough to withstand snow rolling off a plow or a wing.

Where damage to ~~the~~ mailbox occurs, such damage shall be investigated by the City Street Superintendent. If it is determined that the weight of the snow caused the damage, the City will not assume responsibility ~~for repair of the mailbox.~~ Where evidence indicates that physical contact between the plow and the mailbox occurred, the City will assume responsibility and for repair or replacement the mailbox as deemed appropriate by the City at a cost not to exceed \$30.00.

2. Boulevard Sod: ~~It shall be the policy of the City to repair any damage to sod where curbs are in place by re-laying the turned up pieces or placing black dirt and grass seed~~ when the weather permits. Residents are requested to assist by watering areas that are repaired.

~~The City will not assume responsibility for damage to unauthorized fences, shrubs, landscapes, etc. located in the boulevard area.~~

3. Parked Vehicles: ~~Damage to parked vehicles will be considered only if they are legally parked and only if physically contacted by the City snow removal equipment.~~

#### I. Driveways & Driveway Approaches

Property owners or residents are responsible for removing snow deposited by City plows in driveways and driveway approaches by City snow plows.

#### J. Staff Training

On an annual basis, all winter maintenance staff will receive training that includes the importance of protecting water quality, ways to minimize the use of deicers, and tools/resources to assist in winter maintenance. Training materials can be obtained from the Minnesota Pollution Control Agency (MPCA) or other organizations.

## SNOW & ICE CONTROL PROCESS

The following represents the "normal" sequence of steps to ~~plow remove snow~~ and ~~treat sand~~ streets within the City of Waseca.

### A. Arterial sStreets

There are four (4) ~~plow-truck~~ zones and one (1) ~~road grader motor patrol~~ zone. ~~The first streets plowed are those that have high traffic volumes, connect major sections of the City, are important to the welfare of the community, and provide access for emergency fire, police, and medical services. The City has classified City streets based on the street function, traffic volume, and importance to the welfare of the community and those streets will be plowed first. These are high volume which connect major sections of the City and provide access for emergency fire, police and medical services.~~

County roads (County State Aid Highways) located ~~within, or in the immediate vicinity of, the~~ City limits, are plowed by the City ~~as~~ per the current County/City Maintenance Agreement.

### B. Non--aArterial sStreets

~~After first priority streets are plowed, t~~The ~~four~~ ~~plow s-trucks~~ begin ~~snow removal on~~plowing all other streets and alleys. One ~~plow-truck~~ is assigned to each ~~truck~~ zone. When a ~~plow-truck~~ is finished with its zone, it ~~moves to~~ helps in another zone that is not ~~yet~~ finished. ~~Plow s-trucks~~ may also ~~sand~~ provide salt treatment at the same time if it is feasible.- The ~~road grader motor patrol~~ will wind row snow to the center of the street for the streets on which snow is hauled away ~~by trucks. One front-end loader~~Plow equipment is used to clear snow from downtown alleys and City parking lots. The snow is piled in a designated area ~~on the lot~~ and hauled away ~~with City dump trucks~~ as time permits (~~normally~~usually one or two days later).

### C. Cul-Dde-Ssacs

~~The s~~Snow is piled on the boulevard where ~~room~~ space permits. Where boulevard storage is not available, the snow is piled on the pavement and hauled away ~~as time allows, with City trucks 2 or 3 days later~~

### D. Snow & Ice Control TreatmentSalt/Sand

Salt (typically magnesium chloride) is generally applied as a snow and ice control treatment on hills, curves, and intersections, and only spot applied on straight aways. Continuous/full spread application of salt is only used where ice or snowpack needs to be removed for the safety of the motoring public. The City recognizes that bare pavement is not feasible on all streets. Intersections, hills and curves are sanded as needed.

### E. Motor patrolRoad Grader &and sSnow hHauling zZones

~~Enclosed-Included~~ with this ~~policy~~brief narrative is a map (Attachment B) ~~which~~depictings those streets which are primarily maintained by the ~~motor patrol~~ (road grader). These streets have the snow wind rowed and then hauled away. ~~The loading and hauling away of snow will normally begin between midnight and 2:00 a.m.~~ Depending on the timing and amount of the snowfall, snow hauling may start the same night or the following night. ~~This procedure involves one motor patrol, one snow blower mounted on a front end loader, another front end loader and 10 to 14 contracted trucks. 3 to 10 hours are required for this task depending on amount of snow.~~ Property/business owners in these areas may remove snow from their sidewalks and place it ~~into~~ the parking lane



before snow is removed from the street. ~~The loading operation involves a loader mounted snow blower and hired trucks that drive against the normal flow of traffic on some streets and highways. This is necessary so the truck driver is able to see the blower while the truck is being loaded. To insure~~ensure safety for oncoming traffic, "Road Work Ahead" signs are placed at each end of the operation. ~~and an escort vehicle proceeds the trucks with flashing lights~~

Streets ~~w~~Where ~~s~~Snow is ~~h~~Hauled ~~a~~Away

#### **~~Downtown Area~~**

- ~~1—4th Street from W Elm—2nd Avenue NW~~
- ~~2—2nd Street from 5th Avenue SW—4<sup>th</sup> Avenue NW~~
- ~~3—State Street from 10th Avenue SE—6th Avenue NE~~
- ~~4—2nd Street from 3rd Avenue SE—3rd Avenue NE~~
- ~~5—3rd Street from 3rd Avenue SE—3rd Avenue NE~~
- ~~6—5th Avenue from 2nd Street SW—South State Street~~
- ~~7—6th Avenue from 2nd Street SW—State Street~~
- ~~8—2nd Avenue from Railroad—3rd Street SE~~
- ~~9—Elm Avenue from 4th Street NW—3rd Street NE~~
- ~~10—2nd Avenue from 4th Street NW—3rd Street NE~~
- ~~11—3rd Avenue from 2nd Street NW—3rd Street NE~~

#### **~~Outer Areas~~**

- ~~1—4th Street from 2nd Avenue NE—4th Avenue NE~~
- ~~2—5th Street from 2nd Avenue NE—3rd Avenue NE~~
- ~~3—6th Street from 3rd Avenue NE—4th Avenue NE~~
- ~~4—2nd Avenue from 4th Street NE—6th Street NE~~
- ~~5—10<sup>th</sup> Street from 7<sup>th</sup> Avenue NW—9<sup>th</sup> Avenue NW~~
- ~~6—7<sup>th</sup> Avenue from 10<sup>th</sup> Street NW—North State Street~~
- ~~7—7<sup>th</sup> Avenue from 3<sup>rd</sup> Street NE—4<sup>th</sup> Street NE~~

### Downtown Area

1. 4<sup>th</sup> Street from Elm Avenue West to 2<sup>nd</sup> Avenue NW
2. 2<sup>nd</sup> Street from 5<sup>th</sup> Avenue SW to 4<sup>th</sup> Avenue NW
3. State Street from 10<sup>th</sup> Avenue SE to 6<sup>th</sup> Avenue NE
4. 2<sup>nd</sup> Street from 3<sup>rd</sup> Avenue SE to 3<sup>rd</sup> Avenue NE
5. 3<sup>rd</sup> Street from 3<sup>rd</sup> Avenue SE to 3<sup>rd</sup> Avenue NE
6. 5<sup>th</sup> Avenue from 2<sup>nd</sup> Street SW to South State Street
7. 6<sup>th</sup> Avenue from 2<sup>nd</sup> Street SW to State Street
8. 2<sup>nd</sup> Avenue from the RR Crossing to 3<sup>rd</sup> Street SE
9. Elm Avenue from 4<sup>th</sup> Street NW to 3<sup>rd</sup> Street NE
10. 2<sup>nd</sup> Avenue from 4<sup>th</sup> Street NW to 3<sup>rd</sup> Street NE
11. 3<sup>rd</sup> Avenue from 2<sup>nd</sup> Street NW 3<sup>rd</sup> Street NE

### Other Areas

1. 4<sup>th</sup> Street from 2<sup>nd</sup> Avenue NE to 4<sup>th</sup> Avenue NE
2. 5<sup>th</sup> Street from 2<sup>nd</sup> Avenue NE to 3<sup>rd</sup> Avenue NE
3. 6<sup>th</sup> Street from 3<sup>rd</sup> Avenue NE to 4<sup>th</sup> Avenue NE
4. 2<sup>nd</sup> Avenue from 4<sup>th</sup> Street NE to 6<sup>th</sup> Street NE
5. 10<sup>th</sup> Street from 7<sup>th</sup> Avenue NW to 9<sup>th</sup> Avenue NW
6. 7<sup>th</sup> Avenue from 10<sup>th</sup> Street NW to North State Street
7. 7<sup>th</sup> Avenue from 3<sup>rd</sup> Street NE to 4<sup>th</sup> Street NE

#### F. Airport

Within 24 hours of the end of a snowfall or wind event, the airport's Fixed Base Operator (FBO) is responsible for removing snow and ice from the runway, apron, taxiways, parking lots, and all other paved areas necessary to maintain Airport operations. The FBO is also responsible for the removal of all accumulated snow and ice immediately adjacent to and surrounding all hangars and the Arrival/Departure Building, including doorways, sidewalks, and all other pedestrian accesses to parking lot and ramp areas. One plow truck is kept at the airport. The airport manager plows the runway and taxiways as needed. The day after snow removal is completed in the City, the front end loader removes snow from the hanger areas. If snow amount is more than plow truck can move the motor patrol will assist in this task.

#### G. Follow-up Cleaning

The day after snow plowing is completed, and as time allows, plows trucks may clear clean-up snow left around illegally parked vehicles, snowbirds, remove any snow drifts that may have developed, widen intersections as needed, haul snow piles from City parking lots, and re-treat streets where necessary. The second day after plowing is completed, the snow piles are hauled from the City parking lots with the front end loader and City dump trucks.

#### H. Sidewalk & Ped Ramps, Trails, School Crossings, & Parking Lots

The City Parks Department is primarily responsible for snow removal on the following priority and secondary sidewalk, pedestrian ramps, and steps abutting City property, trails, school crossings, and City parking lots: other long continuous walks, City Park parking lots and public outdoor ice skating rinks. Snow removal from these areas require approximately 1½–2 days depending on snowfall amounts and drifting snow. See the attached maps.

#### Key:

PS: Priority Sidewalk	SCX: School Crossing	T: Trail
PPL: Priority Parking Lot	SS: Secondary Sidewalk	SPL: Secondary Parking Lot

#### **Priority Sidewalk & Pedestrian Ramps (Sweeper or Snow Blower)**

PS1. City Hall (Hand shovel main stairs and entrances)  
PS2. Public Safety Building (Hand shovel entrances)  
PS3. City Parking Lot Sidewalk & Stairs (2nd St NE behind El Molino's)  
PS4. Senior Center (entrances if needed)  
PS5. Library Entrances & Trowbridge Park  
PS6. City Parking Lot Sidewalks (2nd St NW & 2nd Ave NW, Neighborhood Service Center)  
PS7. City Parking Lot North & South Sidewalks (2nd Ave NE near Katie O'Leary's)  
PS8. Downtown Walkway (near Chamber of Commerce)  
PS9. City Parking Lot Sidewalk (Elm Ave East near By the Way)  
PS10. All other Public Safety Building Sidewalk  
PS11. Park Shop Sidewalk  
PS12. Street Shop Sidewalk  
PS13. Emerson Park to Clear Lake Trail  
PS14. Trail at 2001 4th St NE

#### **Priority School Crossings/Trails/School Routes**

SCX1. School Route: 13<sup>th</sup> Ave. NW – All four corners (Sweeper or Snow Blower)  
SCX2. School Route: 22<sup>nd</sup> Ave NE – Three corners (Plow and Hand Shoveled – use Sweeper if needed)  
SCX3. School Route: Andy's Stink Sidewalk (Across from Hartley on 8<sup>th</sup> St NE)  
SCX4. School Route: Tink Larson Community Field north Sidewalk  
T1. School Route: North Hwy 13 School Trail (Plow – Sweep with Bobcat later)  
T1A. School Route: Doodlebug Trail (Plow – Sweep with Bobcat later)  
T2. Northwest Park Trail (Plow – Sweep Pedestrian ramp)  
T3. School Route: Walmart to Hwy 13/22<sup>nd</sup> Ave NW (Plow – Sweep with Bobcat later)  
T4. School Route: 22<sup>nd</sup> Ave NE to Northeast Park Perimeter (Plow – Sweep with Bobcat later)  
T5. Clear Lake Trail from Boathouse to Maplewood Park (Plow – Sweep with Bobcat later)  
T5A. Elm Ave East south Sidewalk/Trail (Sweep and/or use Snow Blower)  
T6. Fairgrounds through Marsh Trail to Clear Lake Dr (Plow – Sweep with Bobcat later)  
T7. NE Trail Connector (Sweeper or Snow Blower)

#### **Priority City Parking Lots (Plow)**

PPL1. Library  
PPL2. Loon Lake Park Lot  
PPL3. Clear Lake Park Main Lot (Plow CLP Service Road)  
PPL4. Clear Lake Park Softball Lot  
PPL5. Maplewood Park Lot

#### **Secondary Sidewalk & Pedestrian Ramps (Sweeper or Snow Blower)**

SS1. Veterans Park Sidewalk  
SS2. University Park Sidewalk  
SS3. Kwik Trip Open Lot Sidewalk  
SS4. Loon Lake Diversion out to Waseca Rental  
SS5. 4<sup>th</sup> Ave NW & 7<sup>th</sup> St NW Trail  
SS6. Loon Lake Sidewalk/Trail  
SS7. Sidewalk on 7<sup>th</sup> Ave NW/Doodlebug Trail  
SS8. Memorial Park - Dog Park Trail (Plow) – Sidewalk & Entrance (Sweeper and Hand shovel)

T8. School Route: Parkridge Trail from 24<sup>th</sup> Ave NE to the 7<sup>th</sup> St NE Cul-De-Sac (*Sweeper with Toro or use Snow Blower*)

**Secondary Parking Lots (Plow)**

SPL1. Water Park Circle Drive

SPL2. Northeast Park Lots

SPL3. Sportsman Park Lot

SPL4. Memorial Park/Dog Park Lot

After completing snow removal at the above locations, snow is also removed from the Trowbridge Park Ice-Skating Rink and the Hartley School Hockey Rink.

**Weekend and Call-In Snow Removal Priorities:**

**Priority Sidewalk & Pedestrian Ramps**

PS1. City Hall (*Hand shovel & salt entrances*)

PS2. Public Safety Building & Sidewalk (*Hand shovel & salt entrances*)

PS3. Senior Center Entrances

PS4. Library Sidewalk/Entrances & Trowbridge Park Sidewalk (*Hand shovel and salt entrances*)

PS5. Downtown Walkway (*near Chamber of Commerce*)

PS6. City Parking Lot Sidewalk (2<sup>nd</sup> St NW & 2<sup>nd</sup> Ave NW, *Neighborhood Service Center Lot*)

PS7. City Parking Lot north & south Sidewalk (2<sup>nd</sup> Ave NE *near Katie O'Leary's*)

PS8. City Parking Lot Sidewalk & Stairs (2<sup>nd</sup> St NE *behind El Molino's*)

PS9. City Parking Lot Sidewalk (Elm Ave East *near By the Way*)

PS10. Park Shop Sidewalk

PS11. Street Shop Sidewalk

PS12. Emerson Park to Clear Lake Trail

PS13. Trail at 2001 4<sup>th</sup> St NE

**Priority Crossings/Bike Trails/School Crossings**

SCX1. School Route: 13<sup>th</sup> Ave NW – All four corners (*Sweeper or Snow Blower*)

SCX2. School Route: 22<sup>nd</sup> Ave NE – Three corners (*Plow and Sweep*)

SCX3. School Route: Andy's Stink Sidewalk (*Across from Hartley on 8<sup>th</sup> St. NE*)

SCX4. School Route: Tink Larson Community Field north Sidewalk

T1. School Route: North Hwy 13 School Trail (*Plow – Sweep with Bobcat later*)

T1A. School Route: Doodlebug Trail (*Plow – Sweep with Bobcat later*)

T2. Northwest Park Trail (*Plow – Sweep with Bobcat later*)

T3. School Route: Walmart to Hwy 13/22<sup>nd</sup> Ave NW (*Plow trail – Sweep with Bobcat later*)

T4. School Route: 22<sup>nd</sup> Ave NE to Northeast Park Perimeter (*Plow – Sweep with Bobcat later*)

T5. Clear Lake Trail from Boathouse restaurant to Maplewood Park (*Plow – Sweep with Bobcat later*)

T6. Fairgrounds through Marsh Trail to Clear Lake Dr (*Plow – Sweep with Bobcat later*)

T7. NE Trail Connector & Bridge (*Plow or Sweeper*)

**Priority City Parking Lots (Plow)**

PPL1. Library Lot

PPL2. Clear Lake Park Lots

PPL3. Loon Lake Park Lot

PPL4. Maplewood Park Lot – Half the Landing Access

PPL5. Memorial Park – Half the Dog Park Lot

First Priority Sidewalks—Downtown walks on or adjacent to City Property

Second Priority Sidewalks—other sidewalks on or adjacent to City owned property

Ice Skating Rink Snow Removal

1. ——— Trowbridge Park
2. ——— Hartley Hockey Rinks

Park Parking Lot Snow Removal

1. ——— Hartley Hockey Rink
2. ——— Clear Lake Park Main lot and softball parking lot

City Bike Trail

The City Park department maintains a paved trail designated for bikes and pedestrians that runs along an old railroad bed from 2<sup>nd</sup> Avenue NW to Highway 13 North and 22<sup>nd</sup> Avenue NW. Snow removal occurs from 2<sup>nd</sup> Avenue NW to and through Northwest Park, ending at 4<sup>th</sup> Street NW and then from the west parking lot of the High School to the Highway 13 North and 22<sup>nd</sup> Avenue NW intersection. The bike trail proceeding north from Northwest Park and ending at the west parking lot of the High School is categorized as a three season trail and snow is not removed during the winter months.

The City also maintains a paved trail designated for bikes and pedestrians called the Clear Lake Trail that circumvents Clear Lake. Said trail shall be plowed to the best of the City's ability in the same priority as the rest of the trail system included in the snow removal operations.

## **PERSONNEL AND EQUIPMENT**

The City of Waseca maintains approximately 45 miles of streets and alleys, and a number of sidewalk, trail and park areas. This work is performed with the following personnel and equipment:

A. ——— Personnel:

Snow and ice removal operations involve the use of all Public Works employees including street, park and shop departments. In addition, the City contracts for the hauling of snow which will involve another 14 trucks.

~~B. Equipment:~~

~~Snow and ice equipment owned by the City includes:~~

~~5 Dump trucks with plows and sanders (one used at airport)~~

~~1 Motor patrol~~

~~2 Front end loaders, one with a snow blower~~

~~Other smaller equipment including mowers with broom and blower attachments.~~

~~As a point of clarification, this equipment is used year round, but adapted for the snow and ice season.~~

## **ATTACHMENT A – ORDINANCES RELATED TO THE SNOW & ICE CONTROL POLICY**

### **§ 71.06 WINTER PARKING; SNOW EMERGENCIES.**

To facilitate snow removal, the following additional parking restrictions shall be in effect.

(A) A snow emergency will be declared by the Director of Engineering, premised upon threatening or existing adverse weather or street condition, or when discretion necessitates. Notification procedures of the snow emergency shall be as per the Snow and Ice Control Policy adopted by the City Council. During a declared snow emergency, it is unlawful to park or leave a vehicle standing on any street or avenue until the time as the street or avenue has been substantially cleared of snow from curb to curb, or until the snow emergency has been canceled.

(B) No owner, tenant or manager of any premises in the city shall allow snow and ice accumulations in off-street parking areas which reduces the number of parking stalls available for use below the number of required off-street parking stalls under [Ch. 154](#) of this code, or under a conditional use permit. The owners, tenants or property managers shall have 24 hours to clear required parking areas after a snowfall.

(C) Following the accumulation of three inches or more of snow fall in the City of Waseca it shall be unlawful for the driver or owner of any motor vehicle, trailer or implement to park or leave standing such a vehicle, trailer or implement on any street or alley within the corporate limits of the City of Waseca. Parking may not be resumed on any streets or alleys until snow removal has been completed on said streets.

(`86 Code, § 7.10) (Am. Ord. 707, passed 12-2-97; Am. Ord. 811, passed 3-4-03; Am. Ord. 862, passed 11-16-04)

### **§ 91.37 PUBLIC NUISANCES AFFECTING PEACE AND SAFETY.**

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

(F) *Causing or allowing conditions that endanger public safety.*

(1) All snow and ice not removed from public sidewalks 24 hours after the snow or other precipitation causing the condition has ceased to fall, pursuant to this code of ordinances.

(3) The allowing of rain water, ice or snow to fall from any building or structure so as to accumulate upon any sidewalk.

(`86 Code, § 8.55) (Am. Ord. 687, passed 11-19-96; Am. Ord. 780, passed 11-20-01; Am. Ord. 792, passed 5-7-02; Am. Ord. 1016, passed 3-18-14)

### **§ 91.38 DUTIES OF CITY OFFICERS.**

Any officer of the Waseca Police Department, or any other person employed by the city, authorized in writing by the City Manager shall have authority to enforce the provisions of this subchapter relating to nuisances affecting public safety, and the Police Department or other authorized employees shall enforce provisions relating to other nuisances and shall assist the other designated officers in the enforcement of provisions relating to nuisances affecting public safety. The officers or other authorized employees shall have the power to inspect private premises and take all reasonable precautions to prevent the commission and maintenance of public nuisances.

(`86 Code, § 8.55) (Am. Ord. 687, passed 11-19-96; Am. Ord. 1016, passed 3-18-14)

## **ATTACHMENT A – ORDINANCES RELATED TO THE SNOW & ICE CONTROL POLICY**

### **§ 91.39 ENFORCEMENT.**

(A) *Notice to abate.* Whenever a nuisance, as defined by this subchapter is determined to exist, the designated officer shall serve a written notice to abate the nuisance within ten days. The notice may be served personally on the owner or occupant of the premises or by mail. If the premises are unoccupied, the notice may be served by posting it on the premises.

(B) *Permitting a public nuisance.* It is unlawful for any person to permit real property under his or her control to be used to maintain a public nuisance, or let the same to another knowing it is to be so used.

(C) *Violations.* A violation of this subchapter shall be a petty misdemeanor, provided that the offender has been given notice to abate as provided above. A second violation within three years of a prior conviction under this subchapter shall be a misdemeanor.

('86 Code, § 8.55) (Am. Ord. 687, passed 11-19-96)

### **§ 91.40 ABATEMENT BY CITY.**

(A) *Civil actions.* The city may exercise the powers granted under M.S. §§ 463.15 *et seq.*, as the same may be from time to time amended, or may institute any other appropriate civil proceeding to abate nuisances.

(B) *Emergency abatement; summary enforcement.* In cases of emergency, where delay in abatement required to complete the notice and procedure requirements set forth in this section will permit a continuing nuisance to unreasonably endanger public health, safety or welfare, the City Council may order summary enforcement and abate the nuisance. To proceed with summary enforcement, the officer charged with enforcement shall determine that a public nuisance exists or is being maintained on premises in the city and that delay in abatement of the nuisance will unreasonably endanger public health, safety or welfare. The enforcement officer shall notify in writing the occupant or owner of the premises of the nature of the nuisance and of the city's intention to seek summary enforcement. The City Council shall determine whether or not the condition identified in the notice to the owner or occupant is a nuisance, whether public health, safety or welfare will be unreasonably endangered by delay in abatement required to complete the procedure set forth in this section, and may order that the nuisance be immediately terminated or abated. If the nuisance is not immediately terminated or abated, the City Council may order summary enforcement and abate the nuisance.

(C) *Immediate abatement.* Nothing in this subchapter shall prevent the city, without notice or other process, from immediately abating any condition which poses an imminent and serious hazard to human life or safety.

('86 Code, § 8.55) (Am. Ord. 687, passed 11-19-96)

### **§ 91.41 RECOVERY OF COST.**

(A) *Personal liability.* The owner of premises on which a nuisance has been abated by the city shall be personally liable for the cost to the city of the abatement, including administrative costs. As soon as the work has been completed and the cost determined, the Finance Department shall prepare a bill for the cost and mail it to the owner. Thereupon, the amount shall be immediately due and payable at the office of the Finance Director.

(B) *Assessment.* If the nuisance is a public health or safety hazard on private property, the accumulation of snow and ice on public sidewalks or ways, the growth of weeds on private property or outside the traveled portion of streets, or unsound or insect-infected trees, the



## **ATTACHMENT A – ORDINANCES RELATED TO THE SNOW & ICE CONTROL POLICY**

Finance Department shall, on or before September 1 next following abatement of the nuisance, list the total unpaid charges along with all other such charges as well as other charges for current services to be assessed under M.S. § 429.101, as it may be amended from time to time, against each separate lot or parcel to which the charges are attributable. The Council may then spread the charges against the property under that statute and other pertinent statutes for certification to the County Auditor and collection along with current taxes the following year or in annual installments, not exceeding ten, as the Council may determine in each case.

(`86 Code, § 8.55) (Am. Ord. 687, passed 11-19-96)

### **§ 91.99 PENALTY.**

(A) Any person violating any provision of this chapter for which no specific penalty has been provided shall be subject to the provisions of § [10.99](#).

(Ord. 1014, passed 2-18-14)

### **§ 10.99 GENERAL PENALTY.**

(A) Any person, firm or corporation who violates any provision of this code for which another penalty is not specifically provided, shall, upon conviction, be guilty of a misdemeanor. The penalty which may be imposed for any crime which is a misdemeanor under this code, including Minnesota Statutes specifically adopted by reference, shall be a sentence of not more than 90 days or a fine of not more than that which is established by M.S. § 609.033, as may be amended from time to time.

(B) Any person, firm or corporation who violates any provision of this code, including Minnesota Statutes specifically adopted by reference, which is designated to be a petty misdemeanor shall, upon conviction be guilty of a petty misdemeanor. The penalty which may be imposed for any petty offense which is a petty misdemeanor shall be a sentence of a fine of not more than that which is established by M.S. § 609.0331, as may be amended from time to time.

(C) In either the case of a misdemeanor or a petty misdemeanor, the costs of prosecution may be added. A separate offense shall be deemed committed upon each day during which a violation occurs or continues.

(D) The failure of any officer or employee of the city to perform any official duty imposed by this code shall not subject the officer or employee to the penalty imposed for a violation.

### **§ 154.159 LANDSCAPING, SCREENING AND FENCES.**

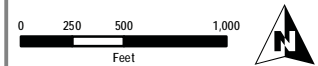
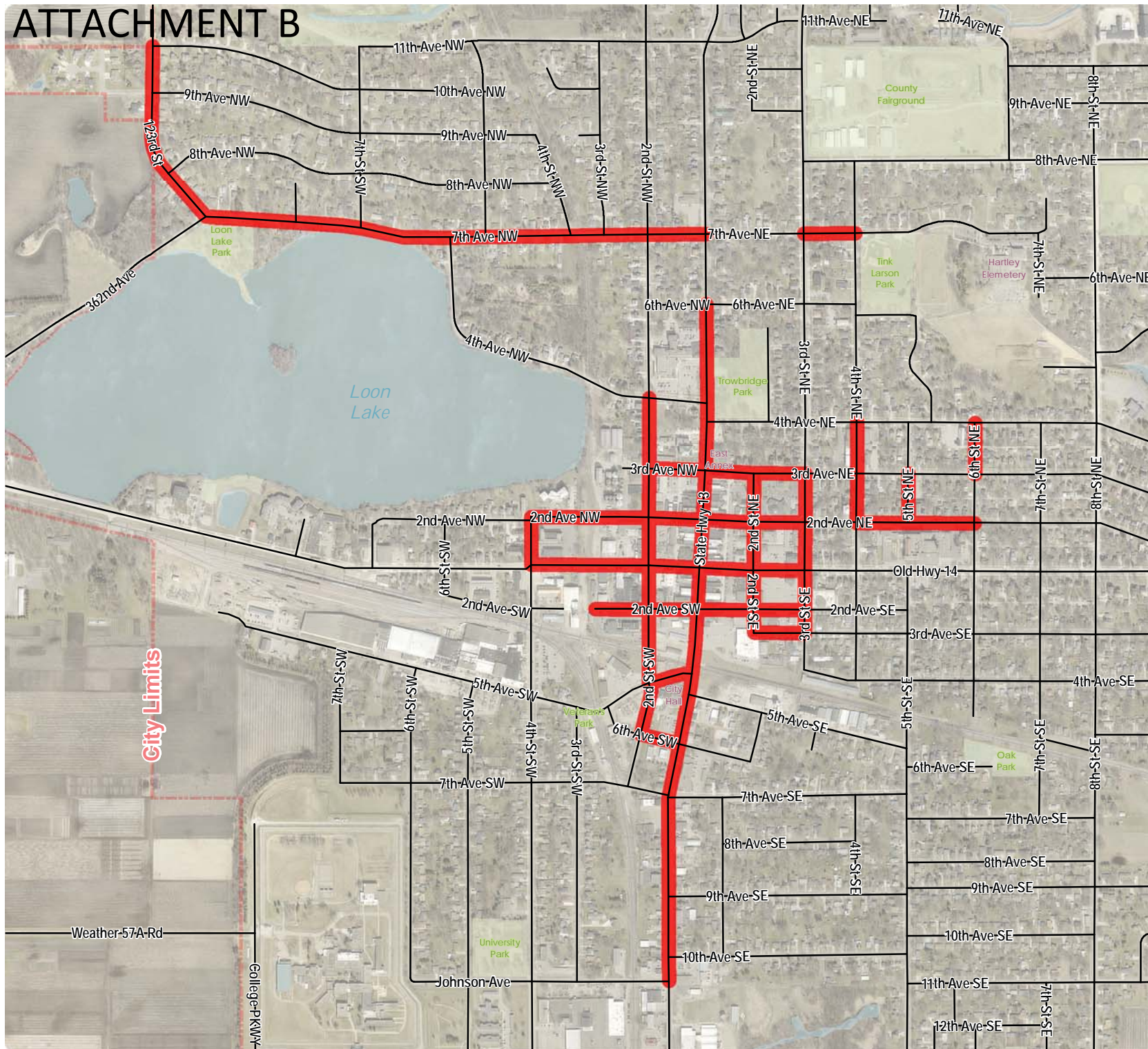
(L) *Fences and walls.*

(4) *Seasonal/snow fencing.* The allowed duration for putting up a seasonal or snow fence is between November 1 and March 31 of every year.

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

# ATTACHMENT B

## Snow Removal Haul Streets



Disclaimer: The data represented on this document is neither a legally recorded map nor a survey, and is intended for reference purposes only. The information presented has not been verified and neither the City of Waseca, nor its employees or agents makes any representation to the accuracy of the features and data presented here within. This map was created through the use of several city, county, state and federal data sources. For specific information regarding this map, or to report errors or omissions, contact the City of Waseca Engineering Department.

<b>Title:</b>	RESOLUTION 22-54 AUTHORIZING PREPARATION OF A FEASIBILITY REPORT FOR THE 8 <sup>TH</sup> AVENUE NE (CSAH 13) RECONSTRUCTION PROJECT (CITY PROJECT NO. 2024-01)		
<b>Meeting Date:</b>	November 1, 2022	<b>Agenda Item Number:</b>	<b>7B</b>
<b>Action:</b>	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	<b>Supporting Documents:</b>	Project Location Map Resolution 22-54
<b>Originating Department:</b>	Engineering	<b>Presented By:</b>	City Engineer
<b>Approved By City Manager:</b> <input type="checkbox"/>	<b>Proposed Action:</b> Motion to adopt Resolution 22-54 authorizing preparation of a Feasibility Report for the 8 <sup>th</sup> Avenue NE (CSAH 13) Reconstruction Project (City Project No. 2024-01).		

**BACKGROUND:** The reconstruction of 8<sup>th</sup> Avenue NE (CSAH 13) from 3<sup>rd</sup> Street NE to Clear Lake Drive is included as a joint Waseca County/City of Waseca project in the City's current Capital Improvement Plan (CIP) in 2024. The County has evaluated the 8<sup>th</sup> Ave NE concrete pavement and determined that it has deteriorated and is in need of replacement. Additional project improvements will include the replacement of sanitary sewer, water main, and storm sewer, and the construction of new ADA trail, sidewalk, and ramps.

As a joint County/City project, road construction and related costs will be shared based on a future cost participation agreement. The City, however, will be responsible for all water and sanitary sewer improvement costs. Therefore, project financing will be through the capital improvement fund, utility enterprise funds, and special assessments as permitted under Chapter 429 of the Minnesota Statutes and the City's Special Assessment Policy. In order to meet Chapter 429 requirements for special assessments, preparation of a feasibility report must be authorized for this project.

**BUDGET IMPACT:** None

**RECOMMENDATION:** Staff recommends the Waseca City Council adopt Resolution 22-54 authorizing preparation of a Feasibility Report for the 8<sup>th</sup> Avenue NE (CSAH 13) Reconstruction Project (City Project No. 2024-01).



**RESOLUTION NO. 22-54**

**A RESOLUTION OF THE WASECA CITY COUNCIL  
AUTHORIZING PREPARATION OF A FEASIBILITY STUDY  
FOR THE 8<sup>TH</sup> AVENUE NE (CSAH 13) RECONSTRUCTION PROJECT  
(CITY PROJECT NO. 2024-01)**

**WHEREAS**, it is proposed to improve 8<sup>th</sup> Avenue NE (CSAH 13) through a joint Waseca County/City of Waseca reconstruction project and to assess the benefiting properties for a portion of the total project cost pursuant to Chapter 429 of the Minnesota Statutes and the City's Special Assessment Policy.

**NOW, THEREFORE, BE IT RESOLVED** that the City Engineer is hereby instructed to provide a report to the City Council as to whether the proposed City Project No. 2024-01 is necessary, cost-effective, and feasible; whether it should be best made as proposed or in connection with some other improvement; and includes the estimated cost of the recommended improvements.

Adopted this 1<sup>st</sup> day of November 2022.

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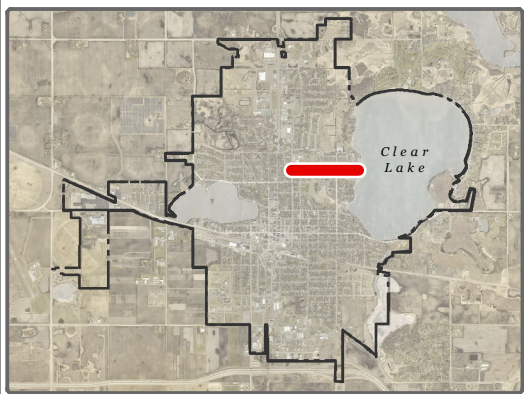
R.D. SRP  
MAYOR

ATTEST:

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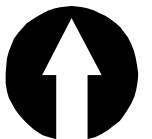
JULIA HALL  
CITY CLERK





# 8TH AVENUE NE (CSAH 13) RECONSTRUCTION 3rd Street NE to Clear Lake Drive

*This document is not a survey and should be used for reference purposes only!*





<b>Title:</b>	RESOLUTION 22-55 AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH STANTEC FOR THE PREPARATION OF A FEASIBILITY REPORT FOR THE 8 <sup>TH</sup> AVENUE NE (CSAH 13) RECONSTRUCTION PROJECT (CITY PROJECT NO. 2024-01)		
<b>Meeting Date:</b>	November 1, 2022	<b>Agenda Item Number:</b>	<b>7C</b>
<b>Action:</b>	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	<b>Supporting Documents:</b>	Stantec Proposal Resolution 22-55
<b>Originating Department:</b>	Engineering	<b>Presented By:</b>	City Engineer
<b>Approved By City Manager:</b> <input type="checkbox"/>	<b>Proposed Action:</b> Motion to adopt Resolution 22-55 authorizing the City Manager to execute a contract with Stantec for the preparation of a Feasibility Report for the 8 <sup>th</sup> Avenue NE (CSAH 13) Reconstruction Project (City Project No. 2024-01).		

**BACKGROUND:** The reconstruction of 8<sup>th</sup> Avenue NE (CSAH 13) from 3<sup>rd</sup> Street NE to Clear Lake Drive is included as a joint Waseca County/City of Waseca project in the City's current Capital Improvement Plan (CIP) in 2024. Additional project improvements will include the replacement of sanitary sewer, water main, and storm sewer, and the construction of new ADA trail, sidewalk, and ramps.

Due to the scope of the project and the complexity of the sanitary sewer along 8<sup>th</sup> Ave NE (lift station, dual mains, storm sewer conflicts), staff requested, and received, a proposal from Stantec (attached) for the completion of a feasibility report. Stantec has been modeling the City's sewer and water systems for the past 15+ years and are therefore the most qualified firm to complete this report.

The feasibility report will provide the following information:

- Defined overall scope of the project
- Preliminary layouts and pipe sizes for sanitary sewer, water main, and storm sewer
- Recommended operation and efficiency improvements to the Fairgrounds lift station
- Recommended options for meeting the project's MS4 Permit water quality requirements
- Detailed project cost estimate and breakdown by utility and responsible agency/funding source

After completion of the proposed feasibility report (on or before January 6, 2023), staff intends to release a Request for Proposals (RFP) for the completion of the plans, specifications, and bid phase of this project. The feasibility report information would be included in the RFP and guide the final project design.

**BUDGET IMPACT:** The proposal from Stantec is for a not-to-exceed amount of \$32,896. A total of \$277,500 is currently budgeted for this project in 2023.

**RECOMMENDATION:** Staff recommends the Waseca City Council adopt Resolution 22-55 authorizing the City Manager to execute a contract with Stantec for the preparation of a feasibility report for the 8<sup>th</sup> Avenue NE (CSAH 13) Reconstruction Project (City Project No. 2024-01).



**Stantec Consulting Services Inc.**  
3800 Highway 52 N., Suite 130  
Rochester MN 55901  
Tel: (507) 282-2100  
Fax: (507) 282-3100

October 25, 2022

Carl Sonnenberg – Waseca Utilities Director  
Nate Willey – Waseca City Engineer  
City of Waseca  
508 S. State Street  
Waseca, MN 56093

Reference: **8<sup>th</sup> Avenue NE Utility and Street Improvements  
Proposal for Preparation of Feasibility Report**

Dear Carl and Nate,

The City of Waseca, in cooperation with Waseca County, is planning for the reconstruction of 8<sup>th</sup> Avenue NE between 3<sup>rd</sup> Street NE and Clear Lake Drive. This 0.6 mile long segment of 8<sup>th</sup> Avenue NE is under Waseca County's jurisdiction and is also named CSAH 13. The reconstruction corridor includes critical municipal infrastructure including trunk sanitary sewer piping, a municipal (Fairgrounds) lift station, sanitary sewer forcemain, water distribution piping, two trunk storm sewer systems and bike and pedestrian facilities used to access Clear Lake Park and the Fairgrounds.

The reconstruction of 8<sup>th</sup> Avenue NE is currently scheduled to be completed during the summer of 2024 and the City's preliminary cost estimate is approximately \$4 million. City Staff have asked Stantec to provide a proposal for the preparation of a Feasibility Report for the proposed 8<sup>th</sup> Avenue NE reconstruction corridor. The Feasibility Report is designed to meet the following objectives:

1. Develop a preliminary layout for the reconstruction of trunk gravity sanitary sewer, sanitary sewer forcemain, watermain, and storm sewer systems.
2. Provide utility pipe improvement sizes using Stantec hydraulic models and past design, comprehensive plan and modeling efforts.
3. Evaluate options to improve operation and efficiency of the Fairgrounds Lift Station and evaluate possible future pumping capacity improvements to serve the sewershed over the next 80+ years.
4. Evaluate stormwater permit requirements and opportunities to improve water quality before discharge into Clear Lake.
5. Define the overall scope of the 8<sup>th</sup> Avenue NE reconstruction and avoid surprises during the final design and bidding phase of the project.
6. Provide a detailed project cost estimate broken down by utility and responsible funding agency (City vs County). This information will be useful in determining agency cost splits, budgeting, and preparation of agency agreements.
7. Comply with the 429 – Local Improvement - Statute that allows City's to assess improvements to benefitting property owners.





**Reference: 8<sup>th</sup> Avenue NE Utility and Street Improvements - Feasibility Report Proposal**

We understand that the City wants to have the Feasibility Report completed by early January 2023 to guide the development of the project and facilitate moving the project into the design phase of development. In addition, the Feasibility Report may be used as a basis for engineering design and construction document preparation need to solicit proposals for the work.

**Engineering Services**

We have discussed this project with you, reviewed existing conditions in the field and have consulted with various members of our municipal design services team to develop a work plan for this project. Enclosed is our Project Work Plan which includes a project scope, proposed work tasks and estimated labor hours and fees for your review. The project work plan breaks the project work tasks down into the following thirteen tasks:

1. Project management and coordination with City Staff and the County Engineer.
2. Survey of existing sanitary and storm sewer system.
3. Develop existing conditions mapping of project corridor.
4. Sanitary sewer collection & conveyance system analysis and configuration.
- 4a. Sanitary sewer and Fairgrounds Lift Station hydraulic modeling and confirmation.
- 4b. Fairgrounds Lift Station operation and efficiency improvements.
5. Analyze project corridor storm sewer proposed configuration.
6. Evaluate stormwater permit compliance requirements and water quality enhancement options.
7. Analyze water distribution and recommend improvements.
8. Develop a preliminary street, sidewalk & bike path / lane layout and typical section.
9. Prepare Feasibility Report Figures illustrating proposed improvements.
10. Project Cost Estimate Preparation.
11. Preparation of Feasibility Report.

**Compensation and Schedule**

The enclosed Project Work Plan includes our estimated work hours and associated fees for each work task, including project reimbursable expenses. We propose to complete work the work Tasks detailed in our scope of services on an hourly basis, not to exceed \$32,896. We do not propose any reimbursable expenses.

All of Stantec's work will be completed in accordance with the terms and conditions of our Master Services Agreement with the City of Waseca. Upon acceptance of this proposal and notification to proceed from the City of Waseca, we will initiate work on the proposed tasks as described in the Work Plan. Stantec proposes to complete the 8<sup>th</sup> Street NE Feasibility report on or before January 6, 2023.



October 25, 2022  
Page 3 of 3

**Reference: 8<sup>th</sup> Avenue NE Utility and Street Improvements - Feasibility Report Proposal**

Should you have any questions or concerns, please feel free to contact me by phone (507) 529-6036 or email: [Joseph.palen@stantec.com](mailto:Joseph.palen@stantec.com)

Regards,

**STANTEC CONSULTING SERVICES INC.**

Joseph C. Palen, PE  
Principal  
Phone: (507) 529-6036  
[Joseph.palen@stantec.com](mailto:Joseph.palen@stantec.com)

By signing this proposal, the City of Waseca authorizes Stantec Consulting Services Inc. to proceed with the services herein described and the Client acknowledges that this work shall be completed in accordance with the Master Service Agreement effective February 24, 2012.

Per: City of Waseca

Lee Mattson  
Title: Waseca City Manager

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Signature



**8th Avenue NE Utility and Street Reconstruction  
Feasibility Report  
Engineering Services Work Plan**

*Summary of Work Tasks, Total Estimated Labor Hours and Fees*

Major Tasks / Staff Roll - Member	Project Manager - Joe Palen	Senior Engineer -	Engineer	Engineer-In-Training	2 Person Survey Crew	Total Estimated Hours	Estimated Cost
<b>Task 1 - Project management and coordination with City Staff and County Engineer: Work tasks include two coordination meetings, addressing City staff questions and review comments associated with preparation of the proposed Feasibility Report, project cost estimate, cost splits and report figures.</b>	6					6	\$1,194.00
<b>Task 2 - Survey of existing sanitary and storm sewer system: Complete limited survey of sanitary sewer and storm sewer manholes located within or connected directly to the 8th Avenue NE reconstruction corridor. Survey critical home first floor elevations (up to 8 homes) and estimate critical sanitary sewer service invert elevations based upon home type. Also complete manhole condition report, record pipe configuration and pipe depth in each manhole. We estimated there is approximately 40 sanitary / storm sewer manholes to evaluate. The information collected in this task will be used in the preliminary design layout of proposed sanitary and storm sewer improvements within the project corridor and can also be used during final design of the improvements.</b>	2				24	26	\$6,038.00
<b>Task 3 - Develop existing conditions mapping of project corridor: Develop existing conditions mapping of project corridor based upon Waseca GIS information, available record plan documents and the results of survey completed in Task 2.</b>				4		4	\$500.00
<b>Task 4 - Sanitary sewer collection and conveyance system analysis and proposed configuration: Analyze 8th Avenue NE gravity sanitary sewer and lift station forcemain discharge configuration and sizing based upon existing and projected flows. Proposed revised horizontal and vertical sanitary sewer configuration to minimize pipe length, eliminate redundant pipe systems, improve Fairgrounds Lift Station wet well operating points (if possible), intercept lateral sewer mains, serve adjacent homes with gravity sewer, eliminate unnecessary pipe segments, identify portions of the sanitary sewer collection system that do not require reconstruction, and provide flexibility to expand Fairgrounds lift station pumping capacity in the future if required, and provide recommendation for pipe sizing (conveyance capacity) to serve the area for the next 80+ years.</b>	4		10			14	\$2,206.00
<b>Task 4a - Sanitary sewer and Fairgrounds Lift Station hydraulic modeling and confirmation: Update the hydraulic model (previously prepared by Stantec) of Waseca's sanitary sewer system to include one configuration of the proposed 8th Avenue NE sanitary sewer improvements. Apply the existing hydraulic model to confirm the performance of the proposed sanitary sewer improvements under one wet-weather condition. The configuration of the proposed sanitary sewer improvements are determined under Task 3. Downstream capacity will be compared before and after the implementation of the proposed improvements.</b>	2	2	16			20	\$3,004.00
<b>Task 4b - Fairgrounds Lift Station operation improvements: Evaluate feasibility of adding lift station wet well storage capacity to improve operation of system provided sanitary sewer profile modifications do not address lift station operation set point issue and operation and response timing. Options for increasing operating volume to be evaluated include: Installation of a new suction elbow configuration; Installation of a vortex baffle above the suction inlet to lower level without cavitating from sucking in air; Allow wet well to fill into oversized inlet pipe for added operating volume (pump shut off point set below invert so pipe can flush each cycle); Build new wet well beside station for added wet well capacity using box culvert manhole sections in lieu of poured-in-place concrete for cost savings.</b>	2	12				14	\$2,498.00
<b>Task 5 - Analyze project corridor storm sewer proposed configuration: Analyze the two storm sewer systems draining the 8th Avenue NE corridor. Propose approximate storm sewer pipe and manhole configuration to meet MnDOT state aid design storm and inlet capacity requirements. Storm sewer sizing and configuration will be based upon drainage areas, engineering judgement and supporting calculations. Storm sewer configuration and sizing will need to be completed in greater detail during the final design process.</b>	2		8			10	\$1,526.00

Task 6 - Evaluate stormwater permit compliance requirements and water quality enhancement options: Identify opportunities to implement and evaluate the feasibility of stormwater BMP's within the east half of the 8th Avenue NE project corridor. Stormwater from the east half of the project corridor currently is collected by a 36" diameter storm sewer that discharges into Clear Lake just north of the Beach House. We assume the west half of the 8th Avenue NE reconstruction corridor will not require stormwater BMPs because it flows to the City Marsh where it receives treatment. Stormwater BMP's are needed to comply with NPDES Stormwater permit and MS4 requirements and should be considered to improve stormwater quality (decrease Total Phosphorous) discharge into Clear Lake from the 8th Avenue NE corridor.	2	8	4			14	\$2,362.00
Task 7 - Analyze water distribution system and recommend improvements: Analyze 8th Avenue NE water distribution system configuration and sizing. Propose revised watermain configuration and proposed pipe sizing based upon Waseca Water model (previously prepared by Stantec) and provide recommendation for pipe sizing to serve the area for the next 80+ years.		4		4		8	\$1,200.00
Task 8 - Develop a preliminary street, sidewalk and bike path / lane layout and typical section: Develop a preliminary street, sidewalk and bike path / lane layout and typical section that accommodates complete streets concepts adopted by Waseca and conforms to County State Aid requirements. Consult with the County & City Engineer and incorporate their expectations for the basic geometric layout and typical section for 8th Avenue NE (CSAH 13). We understand the roadway will be reconstructed as a 10-ton bituminous pavement similar in section to the 8th Avenue SE reconstruction completed in 2022. We understand that the City is planning bituminous pathway improvements along the south side of 8th Avenue and adjacent to Clear Lake Park, along the north side of 8th Avenue between 7th and 8th Avenue and possibly new sidewalk improvements along the Fairgrounds parcel. Note that since 8th Avenue NE is also CSAH 13 and under Waseca County's jurisdiction, the report will not evaluate the surface improvements in great detail.	4			12		16	\$2,296.00
Task 9 - Prepare Feasibility Report Figures: Prepare project location map - Figure 1 and 5 - 11x17 color figures at 1"=50' illustrating sanitary sewer, storm sewer, stormwater BMP locations and watermain improvements. Proposed street improvements will generally be illustrated in grey within the figures. Sanitary and storm sewer piping and BMP may also be illustrated in profile view as needed to show estimated pipe sizes, pipe grades and vertical conflict issues. Figure #7 will be prepared to illustrate the proposed typical section for the street, bike and pedestrian improvements.	2		4	8		14	\$1,962.00
Task 10 - Prepare project cost estimates: Prepare detailed project cost estimates for the proposed sanitary sewer, storm sewer, stormwater BMPs, watermain, utility services, streets, drain tile, sidewalk and pathway improvements. All costs will be broken out by element (utility, street, pedestrian facilities) to facilitate budgeting for future expenditures from the various utility funds and agencies that will participate in funding the project.	2	8		8		18	\$2,798.00
Task 11 - Prepare a feasibility report to document the following: a. Background information to provide context for the proposed utility and street improvements to be reconstructed to serve the project corridor. b. Discuss the analysis of the sanitary sewer collection system and Fairgrounds Lift Station, storm sewer and stormwater BMP options and watermain utility improvements completed as part of preparation of this feasibility report. Also generally discuss the anticipated street, pathway, and sidewalk improvements. c. Seven Figures illustrating the proposed utility improvements to serve the project area (as discussed above). d. Project costs estimates to construct the utility, stormwater BMP, street and pedestrian infrastructure improvements needed to complete the 8th Avenue NE reconstruction. e. Summary of the Engineer's conclusions and recommendations for implementation of the final design and construction of the 8th Avenue NE Utility Improvements. Note: Feasibility Report will be provided in pdf format for City review and use.	16		8	8		32	\$5,312.00
<b>Total Labor Estimate</b>	44	34	50	44	24	196	\$32,896.00
Stantec 2022 Rates	\$199.00	\$175.00	\$141.00	\$125.00	\$235.00	---	---
<b>Stantec Estimated Total Labor Fee (Hourly Not to Exceed)</b>							<b>\$32,896.00</b>

**RESOLUTION NO. 22-55**

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT  
WITH STANTEC FOR PREPARATION OF A FEASIBILITY REPORT  
FOR THE 8<sup>TH</sup> AVENUE NE (CSAH 13) RECONSTRUCTION PROJECT  
(CITY PROJECT NO. 2024-01)**

**WHEREAS**, the City of Waseca and Waseca County, through a joint project, intend to reconstruct 8<sup>th</sup> Avenue NE (CSAH 13) between 3<sup>rd</sup> Street NE and Clear Lake Drive (City Project No. 2024-01), and

**WHEREAS**, the City wishes to hire Stantec to prepare a feasibility report for this project.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Waseca, Minnesota that the City Manager for the City of Waseca is hereby authorized to execute a contract with Stantec for the preparation of a feasibility report for the 8<sup>th</sup> Avenue NE (CSAH 13) Reconstruction Project.

Adopted this 1<sup>st</sup> day of November 2022.

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R.D. SRP  
MAYOR

ATTEST:

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JULIA HALL  
CITY CLERK

<b>Title:</b>	Tink Larson Field Fencing/Intersection Sight Lines		
<b>Meeting Date:</b>	November 1, 2022	<b>Agenda Item Number:</b>	<b>7D</b>
<b>Action:</b>	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> DISCUSSION	<b>Supporting Documents:</b>	Photos
<b>Originating Department:</b>	Admin/Engineering/PW	<b>Presented By:</b>	
<b>Approved By City Manager:</b> <input checked="" type="checkbox"/>			
<b>How does this item pertain to Vision 2030 goals?</b>	Maintaining High Quality Community Assets and Improving Public Safety		

**BACKGROUND:** Council has asked staff to investigate options for improving the sight lines at the intersection of 4<sup>th</sup> St and 7<sup>th</sup> Ave NE. The City Engineer has reviewed the site and confirmed that the existing site does confirm to City Codes regulating the required site lines at intersections. The City Engineer further notes that there is approximately 100 feet of visibility to the east for northbound traffic, which is not an uncommon distance in residential areas.

In examining the site, staff has identified two options which might be pursued by the City Council.

1. Retrofit the existing fence as a wire fence which would improve visibility through the fence. The interior grid of metal would be replaced with wire while the post and both rails would remain. This work could be accomplished in house over the winter. The formation of rust on the fence mill likely require attention from city staff this winter regardless of whether we convert the fence or not.
2. Relocate the fence as shown in the attached photographs and lower the retaining wall to no higher than 30 inches, which is the maximum height that is allowed without having some form of barrier or fall protection. This would create a potential fall hazard from the concrete decking to the sidewalk, but would improve visibility to the east. At least one course of block and the capstone would need to be removed. A thinner capstone would need to be purchased and installed on top of the retaining wall. The fencing could also be retrofitted as wire fencing.

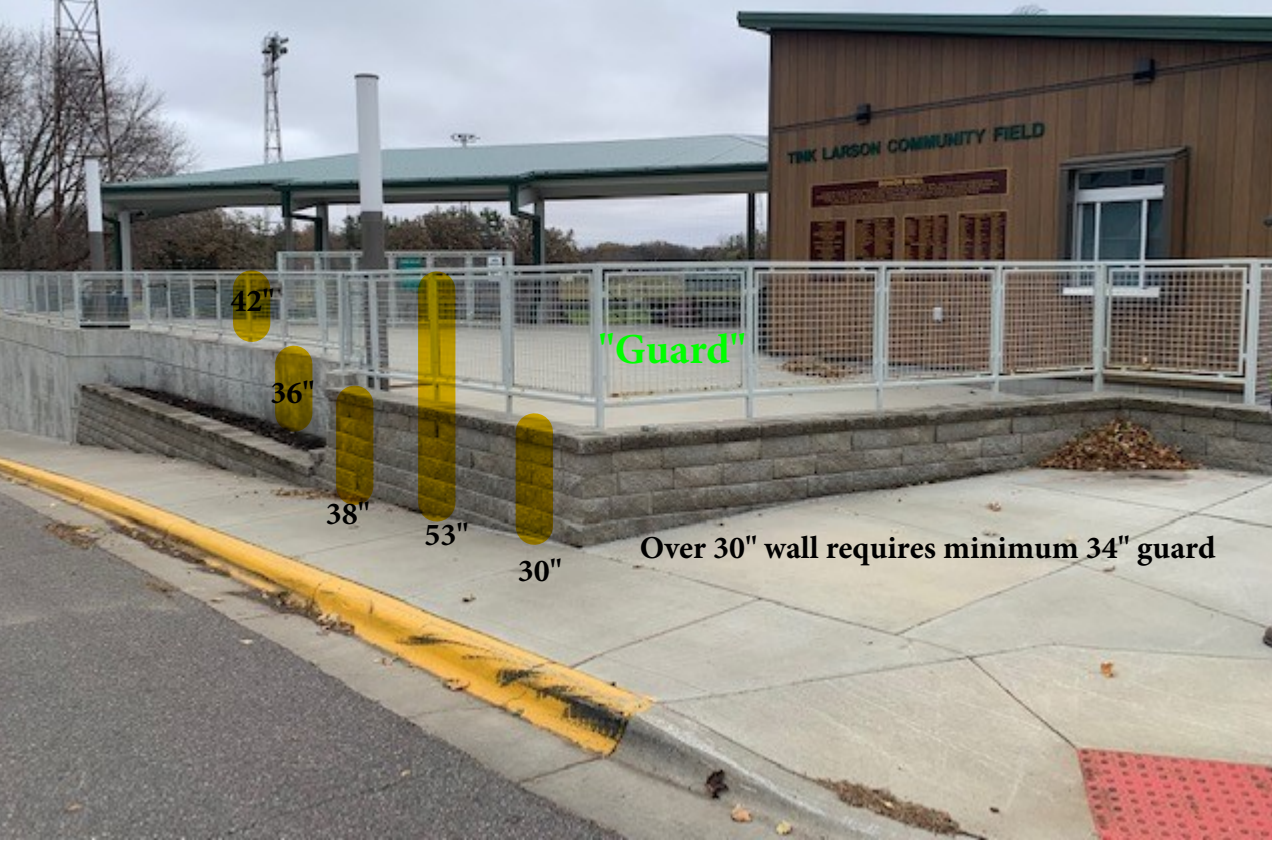
**BUDGET IMPACT:** Unknown at this time. Option 1 could be largely handled in house while option two will likely require a contractor to assist in the work.

**ALTERNATIVES CONSIDERED:** No additional options have been identified to date.

**RECOMMENDATION:** Staff requests Council discussion and direction on how investigation should proceed. Staff recommends against a final determination until costs are known.



# TLCF GUARD & RETAINING WALL HEIGHTS



## TLCF GUARD RELOCATION POSSIBLE OPTION

