

**4:30 PM OPEN SESSION: CITY MANAGER APPOINTMENT DISCUSSION
WORK SESSION 6:00 PM GENERAL FUND/TAX LEVY**

REGULAR WASECA CITY COUNCIL MEETING
TUESDAY, NOVEMBER 15, 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 three (3) minutes to make his/her remarks. Speakers will address all comments to the City Council as a whole and not one individual councilmember. The Council **may not take action on an item presented during the Public Comment period. 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 –November 1, 2022
 - B. Payroll & Expenditures
 - C. Approval of 2023 Liquor, Tobacco and Garbage License Renewals
7. ACTION AGENDA
 - A. Resolution 22-57 Support for active transportation grant
 - B. Southwest Minnesota Housing Partnership SCDP Rental Rehab Project
 - C. Resolution 22-58 Establishing budget allocations for the City of Waseca American Rescue Plan ACT Funds
8. REPORTS
 - A. City Manager’s Report
 - B. Commission Reports
9. ANNOUNCEMENTS
10. ADJOURNMENT

MINUTES
REGULAR WASECA CITY COUNCIL MEETING
TUESDAY, NOVEMBER 1, 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 Mark Christiansen
John Clemons Jeremy Conrath
John Mansfield Allan Rose

Councilmembers Absent: Daren Arndt

Staff Present: Lee Mattson, City Manager
Carl Sonnenberg, Utilities and Public Works 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 written was made by Conrath, seconded by Rose. Motion carried 6-0.

PUBLIC COMMENT

4. A. Michelle Oswald, 916 3rd Ave SE; She would like anyone who is interested in adding to the discussion of a park at the proposed Gaiter Lake/Lewer property development to come forward and talk to Council and/or to join them at their next Parks Board meeting which is December 6th at 7:30 a.m. at the parks building in Waseca.

REQUESTS AND PRESENTATIONS

5. None

CONSENT AGENDA

6. Motion to approve consent agenda as presented was made by Mansfield, seconded by Conrath. Motion carried 6-0.

ACTION AGENDA

7.
 - A. Motion made by Conrath to approve resolution 22-53 Authorizing Amendments to the Snow and Ice Control Policy, seconded by Rose, motion carried 6-0.
 - B. Motion made by Christiansen to approve Resolution 22-54 Authorizing Preparation of a Feasibility Report for the 8th Ave NE (CSAH 13) Reconstruction Project (City Project No. 2024-01) seconded by Conrath, motion carried 5-1. Nay Mansfield.
 - C. Motion made Christiansen to approve Resolution 22-55 Authorizing a Contract with Stantec for the Preparation of a Feasibility Report for the 8th Ave NE (CSAH 13) Reconstruction Project (City Project No. 2024-01) seconded by Clemons, motion carried 5-1. Nay Mansfield.
 - a. Council would like further discussion on setting minimums for when items need to be sent out for bid.
 - D. Motion made by Conrath to approve option 1 for the Tink Larson Field Fencing/Intersection Sight Lines, seconded by Mayor Srp, motion carried 6-0.

REPORTS

8.
 - A. City Manager's Report
 1. Thank you to the crew who installed more lights at the parks to help deter vandalism and make the area safer.
 2. They have completed the PFAS inspection in the wells and there was no PFAS detected. Inspection will continue to see if any PFAS has been introduced at other locations.
 3. Two of the four blowers at the Waste Water Treatment Plant went out last week and are in the process of being repaired.
 - A. Carl Sonnenberg, Public Works and Utilities Director presented on what that means and what solutions they are looking into for the future.
 - B. Motion was made by Rose advising Staff to look into a lease to own option for a for the replacement of the blowers as they look into a way to expedite that replacement, seconded by Conrath, motion carried 6-0.
 4. With the Gaiter Lake/Lewer Property development on tabled until 2023, staff is seeking Council direction on advertising an ag lease for 2023. Staff suggested either a hay lease or an ag lease restricted to growing beans. Conrath made a motion for a soybean restriction, seconded by Rose, motion carried 6-0. Staff and Council are still looking into the electric rate increase from SMMPA and how to make that impact less on the rate users and the city.
 5. Two Shift Commanders will be leaving the Waseca Fire Department. Would like guidance on how the Council would like to proceed with these vacancies, The majority wants to see the two shift commanders replaced keeping the number at three. The remaining council members would like continued discussion. Staff will not bring the issue back for further discussion and will continue recruitment efforts.
 6. The new streetlights by Berry Pallets are operational.
 7. November 29th will be the joint meeting with Waseca County and the City of Waseca.

8. City Manager Lee Mattson submitted his resignation. Mayor Srp read his resignation letter into record. The City Manager's last day will be November 30, 2022.
 - A. It was suggested that an interim City Manager be appointed and it was recommended that person to be Carl Sonnenberg, Public Works and Utilities Director.
 - B. Mr. Sonnenberg said if he had full support from the Council he would be open to discussions on the process and what would be required.
 - C. The council gave full support to Mr. Sonnenberg, to continue conversation; so there will be a meeting scheduled on a later date to discuss the process going forward. No formal decision was made.

B. Commission Reports

1. Park Board presented by Mark Christiansen:
 - a. Members from Discovery Tourism came to talk to them about adding a trail in Maplewood park.
 - b. They discussed the plans for the proposed Gaiter Lake/Lewer property plans.
 - c. They discussed maintenance at the parks.
 - d. They continued conversation on the downtown walkway.
 - e. They discussed Clear Lake Park renovation wrapping up and hoping that it will be completed, thanks to the nice weather.
 - f. Park bathrooms are closed for the season.
 - g. The next Park Board meeting is December 6th at 7:30 a.m.
2. Airport Board presented Allan Rose:
 - a. There was not enough members to have a quorum
 - b. The City Engineer is working with the Sky Dive group that operates out of the airport to formalize a better landing area so they are not so close to the flightline.
3. Fire Relief Board presented by Jeremy Conrath:
 - a. The new fryers are in.
 - b. The fundraiser for the Mulcahy family went well
 - c. They set their Christmas party
 - d. Worked on their Secret Santa program

ANNOUNCEMENTS

9.

- A. Council member Christiansen announced:
 1. Sad to see the City Manager leave, but we will get through
 2. Would like to review the Fire Commanders positions to possible lower expenses
 3. While on vacation thought of several new ideas that will be brought up at future meetings.
- B. Council Member Mansfield announced:
 1. Wants to thank the community for a successful Treats on the Streets

- C. Mayor Srp announced:
1. Young Michael Pettsinger asked what the rules were on parking campers on public streets, or in parking lot. The City Manager explained that the usual reason is because of the size of campers and how they affect traffic, and that is why they are generally restricted.
 2. Reminded that everyone is invited to speak at Council Meetings, there is a public comment section at every meeting where the public is invited to speak, they are given 3 minutes to speak to the full council. Also, Staff is available to talk to the public at any time if you have concerns, you do not need to wait on a Council meeting.

ADJOURNMENT

10. There being no further business to be brought before the Council, it was moved by Conrath to adjourn the meeting at 8:55 p.m., seconded by Mansfield. Motion carried 6-0.

R. D. SRP
MAYOR

JULIA HALL
CITY CLERK

MINUTES
WASECA CITY COUNCIL WORK SESSION
TUESDAY, NOVEMBER 01, 2022

CALL TO ORDER

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

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

Councilmembers Absent: Daren Arndt

Staff Present: Lee Mattson, City Manager
Carl Sonnenberg, Utilities and Public Works Director
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; Water Utility Budget, Sanitary Sewer Utility Budget and Storm Water Utility Budget, followed by questions from Council.

There being no further discussion and no action taken, the work session adjourned at 6:44p.m.

R. D. SRP
MAYOR

JULIA HALL
CITY CLERK

Micah Fischer

6B

LIST OF EXPENDITURES

November 15, 2022

See A Miller

City Council	0.00	
Streets	24,661.78	
Parks	15,848.73	
Wastewater	8,229.48	
Utility Administration	4,972.20	
Utility Offices	7,579.94	
Electric	12,063.54	
Water	9,233.68	
Building and Code Compliance	2,920.10	
Police	63,177.87	
Administration	8,198.08	
Community Aides	597.84	
Fire	7,711.80	
Paid On Call Fire Department	3,315.20	
PEG	280.04	
Election Judges	0.00	
Finance	9,380.83	
Connections	2,525.00	
Community Development	2,090.05	
Engineering	16,000.91	
Recreation	2,345.28	
Econ Development	<u>6,505.11</u>	
Total Gross Payroll	207,637.46	
*Less- Payroll Deductions	<u>(72,356.12)</u>	
Net Payroll Cost		\$ 135,281.34

*These costs are included in Accounts Payable totals below

Accounts Payable

Expenditures dated:	
October 28, 2022-November 10, 2022	
Includes check #'s 158618-158675	
Bank ACH Withdrawals.....	<u>289,932.04</u>

GRAND TOTAL EXPENDITURES \$ 425,213.38

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Cash Allocation Fund						
11/10/2022	158664	MN Department of Commerce	2022 Unclaimed Property	001-10002-0000	510.35	
Total 001100020000:					510.35	
Total Cash Allocation Fund:					510.35	
General Fund						
11/02/2022	112207	ACH Internal Revenue Service	FEDERAL WITHHOLDING TAX Pay Period: 10/30/202	101-21701-0000	19,162.43	M
Total 101217010000:					19,162.43	
11/02/2022	112203	MN Department of Revenue	STATE WITHHOLDING TAX Pay Period: 10/30/2022	101-21702-0000	8,824.11	M
11/02/2022	112203	MN Department of Revenue	GARNISHMENT Pay Period: 10/30/2022	101-21702-0000	472.96	M
Total 101217020000:					9,297.07	
11/02/2022	112207	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 10/30/2022	101-21703-0000	7,886.92	M
11/02/2022	112207	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 10/30/2022	101-21703-0000	8,344.22	M
Total 101217030000:					16,231.14	
11/02/2022	112204	Public Employees Retirement Assn (ACH Adj		101-21704-0000	.03	M
11/02/2022	112204	Public Employees Retirement Assn (ACH PERA COORD Emplr 1% Pay Period: 10/30/2022		101-21704-0000	1,313.07	M
11/02/2022	112204	Public Employees Retirement Assn (ACH PERA COORDINATED Employee Pay Period: 10/30/20		101-21704-0000	8,535.15	M
11/02/2022	112204	Public Employees Retirement Assn (ACH PERA POLICE Employee Pay Period: 10/30/2022		101-21704-0000	7,750.91	M
11/02/2022	112204	Public Employees Retirement Assn (ACH PERA COORDINATED Employer Pay Period: 10/30/20		101-21704-0000	8,535.15	M
11/02/2022	112204	Public Employees Retirement Assn (ACH PERA POLICE Employer Pay Period: 10/30/2022		101-21704-0000	11,626.38	M
Total 101217040000:					37,760.69	
11/02/2022	158618	IBEW	IBEW UNION DUES Pay Period: 10/30/2022	101-21707-0000	267.88	
11/02/2022	158619	IUOE Local #70	FIRE UNION DUES Pay Period: 10/30/2022	101-21707-0000	161.00	
11/02/2022	158619	IUOE Local #70	IUOE UNION DUES Pay Period: 10/30/2022	101-21707-0000	481.50	
11/02/2022	158620	Law Enforcement Labor Services	POLICE SGT/LT DUES Pay Period: 10/30/2022	101-21707-0000	195.00	
11/02/2022	158620	Law Enforcement Labor Services	POLICE UNION DUES Pay Period: 10/30/2022	101-21707-0000	715.00	
Total 101217070000:					1,820.38	
11/02/2022	158622	MN Life	LIFE INSURANCE MN Pay Period: 10/30/2022	101-21710-0000	748.45	
11/02/2022	158622	MN Life	LIFE INSURANCE MN Pay Period: 10/30/2022	101-21710-0000	1,130.25	
11/02/2022	158622	MN Life	Bruder Cobra	101-21710-0000	24.75	
11/02/2022	158622	MN Life	Dodson Cobra	101-21710-0000	44.10	
11/02/2022	158622	MN Life	Gedicke Cobra	101-21710-0000	23.30	
11/02/2022	158622	MN Life	Schult Cobra	101-21710-0000	50.20	
11/02/2022	158622	MN Life	Cook Adj (Oct+Nov)	101-21710-0000	33.00	
Total 101217100000:					2,054.05	
11/02/2022	112207	ACH Internal Revenue Service	MEDICARE Pay Period: 10/30/2022	101-21712-0000	2,690.08	M
11/02/2022	112207	ACH Internal Revenue Service	MEDICARE Pay Period: 10/30/2022	101-21712-0000	2,797.03	M
Total 101217120000:					5,487.11	
11/02/2022	112209	MSRS- (DEF COMP)	MSRS - ROTH (AFTER TAX) Pay Period: 10/30/2022	101-21713-0000	1,350.00	M
11/02/2022	112209	MSRS- (DEF COMP)	MSRS - DEF COMP Pay Period: 10/30/2022	101-21713-0000	844.00	M

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101217130000:					2,194.00
11/02/2022	112206	Vantagepoint Transfer Agents 457	ICMA - ROTH (AFTER TAX) Pay Period: 10/30/2022	101-21714-0000	350.00 M
11/02/2022	112206	Vantagepoint Transfer Agents 457	ICMA DEF COMPENSATION Pay Period: 10/30/2022	101-21714-0000	582.69 M
Total 101217140000:					932.69
11/02/2022	112201	Medsurety	VEBA Contributions Pay Period: 10/30/2022	101-21716-0000	19,945.22 M
11/02/2022	112211	Medsurety	HSA Contribution Pay Period: 10/30/2022	101-21716-0000	605.90 M
11/02/2022	112210	Medsurety	HSA Contribution Pay Period: 10/30/2022	101-21716-0000	6,092.68 M
Total 101217160000:					26,643.80
11/02/2022	112205	MN Child Support Payment Center	CHILD SUPPORT FLAT AMT Pay Period: 10/30/2022	101-21717-0000	972.76 M
Total 101217170000:					972.76
11/02/2022	112208	Delta Dental	Schult Cobra	101-21719-0000	60.64 M
11/02/2022	112208	Delta Dental	DENTAL EE + CHLDRN Pay Period: 10/30/2022	101-21719-0000	240.81 M
11/02/2022	112208	Delta Dental	DENTAL SINGLE Employee Pay Period: 10/30/2022	101-21719-0000	532.44 M
11/02/2022	112208	Delta Dental	Bruder Cobra	101-21719-0000	29.58 M
11/02/2022	112208	Delta Dental	Armendariz Cobra	101-21719-0000	116.28 M
11/02/2022	112208	Delta Dental	DENTAL FAMILY Employee Pay Period: 10/30/2022	101-21719-0000	1,046.52 M
11/02/2022	112208	Delta Dental	Rugger Cobra	101-21719-0000	116.28 M
11/02/2022	112208	Delta Dental	Gedicke Cobra	101-21719-0000	29.58 M
11/02/2022	112208	Delta Dental	Cook Adj (Oct+Nov)	101-21719-0000	59.16 M
11/02/2022	112208	Delta Dental	DENTAL EE + SPOUSE Pay Period: 10/30/2022	101-21719-0000	485.12 M
Total 101217190000:					2,716.41
11/02/2022	112202	VSP	VISION FAMILY Employee Pay Period: 10/30/2022	101-21722-0000	148.33 M
11/02/2022	112202	VSP	VISION SINGLE Employee Pay Period: 10/30/2022	101-21722-0000	47.39 M
11/02/2022	112202	VSP	VISION + ONE Employee Pay Period: 10/30/2022	101-21722-0000	110.07 M
11/02/2022	112202	VSP	Bruder Cobra	101-21722-0000	6.77 M
11/02/2022	112202	VSP	Rugger Cobra	101-21722-0000	12.23 M
11/02/2022	112202	VSP	Schult Cobra	101-21722-0000	12.23 M
11/02/2022	112202	VSP	B. Hellevik Adj	101-21722-0000	8.96 M
Total 101217220000:					345.98
11/10/2022	20220899	Discover Waseca Tourism	September Lodging Tax	101-41110-4440	2,599.05
Total 101411104440:					2,599.05
11/01/2022	155965	Madel Properties LLC	Final Covid Grant Program Payment	101-41110-4450	618.00- V
11/10/2022	158664	MN Department of Commerce	2022 Unclaimed Property	101-41110-4450	618.00
Total 101411104450:					.00
11/10/2022	20220910	Kohn, Cassandra	mileage reimbursement	101-41320-1070	79.38
Total 101413201070:					79.38
11/02/2022	158621	Madison National Life Insurance Co Inc	November 2022 LTD	101-41320-1340	50.79
11/02/2022	158621	Madison National Life Insurance Co Inc	November 2022 LTD	101-41320-1340	11.78

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101413201340:					62.57
11/10/2022	20220906	Innovative Office Supply	Toner/folders	101-41320-2000	219.13
Total 101413202000:					219.13
11/10/2022	20220912	Martin-McAllister	Management Coaching	101-41320-3000	350.00
Total 101413203000:					350.00
11/10/2022	158667	Shred-it USA LLC	Shred Service	101-41320-3100	21.43
Total 101413203100:					21.43
11/10/2022	20220929	U.S. Bank - CC	Applied Geography Conference Fee	101-41320-3300	70.00
Total 101413203300:					70.00
11/10/2022	20220892	A. H. Hermel Company	Pop for Vending Machine	101-41320-4945	88.72
Total 101413204945:					88.72
11/10/2022	20220917	On Point Awards	Election Supplies	101-41410-2000	118.80
Total 101414102000:					118.80
11/02/2022	158621	Madison National Life Insurance Co Inc	November 2022 LTD	101-41500-1340	73.53
Total 101415001340:					73.53
11/10/2022	112212	Medsurety	Admin Fee	101-41500-1600	195.00 M
Total 101415001600:					195.00
11/10/2022	20220893	Amazon	2023 Calendar	101-41500-2000	14.97
Total 101415002000:					14.97
11/10/2022	20220929	U.S. Bank - CC	Training	101-41500-3300	35.00
Total 101415003300:					35.00
11/10/2022	20220909	Kennedy & Kennedy Law Office	October Legal Services	101-41600-3000	816.00
Total 101416003000:					816.00
11/10/2022	20220919	Pantheon Computer Systems Inc.	Battery backup-Murphy	101-41920-2050	199.99
Total 101419202050:					199.99
11/10/2022	20220915	Metro Sales Inc.	Maintenance Agreement	101-41920-3100	604.83
11/10/2022	20220915	Metro Sales Inc.	Maintenance agreement	101-41920-3100	1,749.57
Total 101419203100:					2,354.40

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
11/10/2022	20220906	Innovative Office Supply	Office Supplies	101-41940-2000	111.41
11/10/2022	20220920	Personalized Printing Inc.	Envelopes	101-41940-2000	552.00
Total 101419402000:					663.41
11/10/2022	158673	Waseca County Highway Department	Monthly billing	101-41940-2120	235.05
Total 101419402120:					235.05
11/10/2022	20220892	A. H. Hermel Company	Coffee for breakroom	101-41940-2170	151.54
11/10/2022	20220892	A. H. Hermel Company	Janitorial Supplies	101-41940-2170	240.65
11/10/2022	20220892	A. H. Hermel Company	Drop Charge Credit	101-41940-2170	8.95-
11/10/2022	158654	Cintas Corporation	First aid cabinet supplies - City Hall	101-41940-2170	73.49
11/10/2022	20220897	Culligan	City Hall Water	101-41940-2170	31.85
11/10/2022	20220906	Innovative Office Supply	Breakroom supplies	101-41940-2170	159.90
11/10/2022	20220906	Innovative Office Supply	Breakroom supplies	101-41940-2170	58.12
11/10/2022	20220906	Innovative Office Supply	bathroom supplies	101-41940-2170	88.98
Total 101419402170:					795.58
11/10/2022	158653	Cintas Corporation	Floor mat service	101-41940-3100	54.58
11/10/2022	158665	Orkin Pest Control	Pest Control City Hall	101-41940-3100	102.00
11/10/2022	158665	Orkin Pest Control	City Hall Pest Control	101-41940-3100	102.00
11/10/2022	20220923	Stoltz Cleaning Services LLC	City hall cleaning	101-41940-3100	367.50
11/10/2022	20220935	Waste Management of Southern MN	October Service	101-41940-3100	222.92
Total 101419403100:					849.00
11/10/2022	112215	Consolidated Communications	Monthly Billing	101-41940-3200	225.81 M
11/10/2022	112215	Consolidated Communications	Monthly Billing	101-41940-3200	147.80 M
Total 101419403200:					373.61
11/10/2022	112213	City of Waseca	October Utilities	101-41940-3800	1,212.69 M
Total 101419403800:					1,212.69
11/02/2022	158621	Madison National Life Insurance Co Inc	November 2022 LTD	101-41950-1340	23.37
Total 101419501340:					23.37
11/10/2022	20220906	Innovative Office Supply	Calendars	101-41950-2000	15.52
Total 101419502000:					15.52
11/10/2022	158674	Waseca County Recorder	Recording County Shop stormwater agreement	101-41950-3000	46.00
11/10/2022	20220936	WSB & Associates Inc	Planning Services	101-41950-3000	253.25
Total 101419503000:					299.25
11/10/2022	20220929	U.S. Bank - CC	IIMC Membership	101-41950-3300	185.00
11/10/2022	20220929	U.S. Bank - CC	Ticket to attend GreenSeam Rural Forum	101-41950-3300	55.00
Total 101419503300:					240.00
11/02/2022	158621	Madison National Life Insurance Co Inc	November 2022 LTD	101-42100-1340	470.07

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101421001340:					470.07
11/10/2022	20220906	Innovative Office Supply	Office Supplies - Police	101-42100-2000	73.68
Total 101421002000:					73.68
11/10/2022	158673	Waseca County Highway Department	Monthly billing	101-42100-2120	1,989.69
Total 101421002120:					1,989.69
11/10/2022	20220929	U.S. Bank - CC	Hand Sanitizer, wipes and tape	101-42100-2170	32.84
11/10/2022	20220929	U.S. Bank - CC	Ship Blood Kit to BCA	101-42100-2170	12.35
Total 101421002170:					45.19
11/10/2022	20220893	Amazon	uniforms - Grotberg	101-42100-2180	19.99
11/10/2022	20220893	Amazon	uniform allowance - Grotberg	101-42100-2180	72.48
11/10/2022	20220925	Streicher's	Uniform expense - Gruenhagen	101-42100-2180	36.99
Total 101421002180:					129.46
11/10/2022	20220893	Amazon	safety equipment	101-42100-2190	73.22
11/10/2022	158654	Cintas Corporation	First Aid - Police	101-42100-2190	84.47
Total 101421002190:					157.69
11/10/2022	20220912	Martin-McAllister	Pre-employment evaluation	101-42100-3000	600.00
11/10/2022	158663	Mayo Clinic	Blood sample	101-42100-3000	32.00
11/10/2022	158665	Orkin Pest Control	Orkin - Police	101-42100-3000	101.00
Total 101421003000:					733.00
11/10/2022	158653	Cintas Corporation	Mats - PD	101-42100-3100	8.98
11/10/2022	158653	Cintas Corporation	Mats - PD	101-42100-3100	8.98
11/10/2022	20220897	Culligan	Culligan Police	101-42100-3100	32.95
11/10/2022	158667	Shred-it USA LLC	Shred Service	101-42100-3100	21.44
11/10/2022	20220923	Stoltz Cleaning Services LLC	Public Safety Restroom Cleaning	101-42100-3100	78.75
11/10/2022	158671	Thomson Reuters - West	Clear expense	101-42100-3100	294.82
11/10/2022	20220935	Waste Management of Southern MN	October Service	101-42100-3100	104.26
Total 101421003100:					550.18
11/10/2022	112215	Consolidated Communications	Monthly Billing	101-42100-3200	225.81 M
11/10/2022	112215	Consolidated Communications	Monthly Billing	101-42100-3200	425.51 M
11/10/2022	112215	Consolidated Communications	Monthly Billing	101-42100-3200	44.74 M
11/10/2022	20220929	U.S. Bank - CC	Mail evidence to BCA Lab	101-42100-3200	12.65
11/10/2022	112214	Verizon Wireless	Monthly Billing	101-42100-3200	983.48 M
11/10/2022	112214	Verizon Wireless	Monthly Billing	101-42100-3200	41.15 M
Total 101421003200:					1,733.34
11/10/2022	20220929	U.S. Bank - CC	Meal at BCA users Conference	101-42100-3300	41.00
11/10/2022	20220929	U.S. Bank - CC	Meal at BCA users Conference	101-42100-3300	72.00
11/10/2022	20220929	U.S. Bank - CC	Lodging for BCA Conference	101-42100-3300	245.52
11/10/2022	20220929	U.S. Bank - CC	Lodging for BCA Conference	101-42100-3300	245.52

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101421003300:					604.04
11/10/2022	112213	City of Waseca	October Utilities	101-42100-3800	628.10 M
Total 101421003800:					628.10
11/10/2022	20220934	Waseca Rotary Club	Rotary Dues	101-42100-4330	170.00
Total 101421004330:					170.00
11/10/2022	20220929	U.S. Bank - CC	Meal while at Swat Training-Harren & Wellman	101-42100-4370	32.95
Total 101421004370:					32.95
11/10/2022	158655	City of Waseca	Compliance checks	101-42100-4640	150.00
Total 101421004640:					150.00
11/02/2022	158621	Madison National Life Insurance Co Inc	November 2022 LTD	101-42200-1340	53.89
Total 101422001340:					53.89
11/10/2022	20220906	Innovative Office Supply	Label Tape	101-42200-2000	46.63
Total 101422002000:					46.63
11/10/2022	158673	Waseca County Highway Department	Monthly billing	101-42200-2120	188.73
Total 101422002120:					188.73
11/10/2022	20220929	U.S. Bank - CC	Office supplies	101-42200-2170	30.17
11/10/2022	20220933	Waseca Hardware LLC	Parts & Supplies	101-42200-2170	28.95
Total 101422002170:					59.12
11/10/2022	158654	Cintas Corporation	First Aid - Fire	101-42200-2190	69.26
11/10/2022	20220929	U.S. Bank - CC	Accountability board	101-42200-2190	214.95
Total 101422002190:					284.21
11/10/2022	158653	Cintas Corporation	Mats - FD	101-42200-3100	8.99
11/10/2022	158653	Cintas Corporation	Mats - FD	101-42200-3100	8.99
11/10/2022	20220914	Med Compass	Fire Fit and Medical Testing	101-42200-3100	200.00
11/10/2022	20220923	Stoltz Cleaning Services LLC	Public Safety Restroom Cleaning	101-42200-3100	78.75
11/10/2022	20220935	Waste Management of Southern MN	October Service	101-42200-3100	104.26
Total 101422003100:					400.99
11/10/2022	112215	Consolidated Communications	Monthly Billing	101-42200-3200	44.74 M
11/10/2022	112214	Verizon Wireless	Monthly Billing	101-42200-3200	46.15 M
Total 101422003200:					90.89
11/10/2022	20220901	FORSHEE, JASON	Mileage reimbursement	101-42200-3300	278.75
11/10/2022	20220929	U.S. Bank - CC	Lodging while at Chief's Conference-Forshee	101-42200-3300	989.76

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
11/10/2022	20220929	U.S. Bank - CC	Lodging while at Chief's Conference-Voss	101-42200-3300	968.76
11/10/2022	20220932	Voss, Brian	Mileage reimbursement	101-42200-3300	284.38
Total 101422003300:					2,521.65
11/10/2022	158652	Centerpoint Energy	Monthly Service	101-42200-3800	74.08
11/10/2022	112213	City of Waseca	October Utilities	101-42200-3800	628.10 M
11/10/2022	112213	City of Waseca	October Utilities	101-42200-3800	45.08 M
11/10/2022	112215	Consolidated Communications	Monthly Billing	101-42200-3800	48.20 M
Total 101422003800:					795.46
11/02/2022	158621	Madison National Life Insurance Co Inc	November 2022 LTD	101-42400-1340	23.35
11/02/2022	158621	Madison National Life Insurance Co Inc	November 2022 LTD	101-42400-1340	6.65
Total 101424001340:					30.00
11/10/2022	20220929	U.S. Bank - CC	Certified return receipt for papers to Vogler	101-42400-2000	6.50
Total 101424002000:					6.50
11/10/2022	20220895	City Building Inspection Services LLC	Building inspections	101-42400-3000	5,759.85
Total 101424003000:					5,759.85
11/10/2022	20220911	Lenz Lawn Care & Landscaping Inc.	Mow/Trim outlet A	101-42400-3100	26.25
Total 101424003100:					26.25
11/10/2022	112214	Verizon Wireless	Monthly Billing	101-42400-3200	82.30 M
Total 101424003200:					82.30
11/02/2022	158621	Madison National Life Insurance Co Inc	November 2022 LTD	101-43000-1340	6.85
11/02/2022	158621	Madison National Life Insurance Co Inc	November 2022 LTD	101-43000-1340	93.26
Total 101430001340:					100.11
11/10/2022	20220906	Innovative Office Supply	Calendars	101-43000-2000	30.48
Total 101430002000:					30.48
11/10/2022	158673	Waseca County Highway Department	Monthly billing	101-43000-2120	58.86
Total 101430002120:					58.86
11/10/2022	112214	Verizon Wireless	Monthly Billing	101-43000-3200	41.15 M
Total 101430003200:					41.15
11/10/2022	20220929	U.S. Bank - CC	Inspection Certification for Engineering Tech	101-43000-3300	1,325.00
Total 101430003300:					1,325.00
11/02/2022	158621	Madison National Life Insurance Co Inc	November 2022 LTD	101-43100-1340	83.10
11/02/2022	158621	Madison National Life Insurance Co Inc	November 2022 LTD	101-43100-1340	2.16

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101431001340:					85.26
11/10/2022	20220906	Innovative Office Supply	Calendars	101-43100-2000	41.99
11/10/2022	20220929	U.S. Bank - CC	Toner	101-43100-2000	125.00
Total 101431002000:					166.99
11/10/2022	158651	Bock's Service Inc.	Fuel	101-43100-2120	326.38
11/10/2022	20220903	H & J Fuel Inc	Fuel	101-43100-2120	1,820.32
11/10/2022	158673	Waseca County Highway Department	Monthly billing	101-43100-2120	2,396.44
11/10/2022	158673	Waseca County Highway Department	Monthly billing	101-43100-2120	30.00
11/10/2022	158673	Waseca County Highway Department	Monthly billing	101-43100-2120	95.39
Total 101431002120:					4,668.53
11/10/2022	20220907	James Brothers Construction Inc.	Class V	101-43100-2170	883.20
11/10/2022	158666	Safe-Fast Inc	Gloves-Street dept.	101-43100-2170	427.62
11/10/2022	20220929	U.S. Bank - CC	Shop supplies	101-43100-2170	39.40
11/10/2022	20220933	Waseca Hardware LLC	Parts & Supplies	101-43100-2170	19.24
Total 101431002170:					1,369.46
11/10/2022	158647	Aramark Uniform Services	uniform service	101-43100-2180	190.86
11/10/2022	158647	Aramark Uniform Services	uniform service	101-43100-2180	190.86
Total 101431002180:					381.72
11/10/2022	20220935	Waste Management of Southern MN	October Service	101-43100-3100	203.33
Total 101431003100:					203.33
11/10/2022	112215	Consolidated Communications	Monthly Billing	101-43100-3200	47.75 M
Total 101431003200:					47.75
11/10/2022	20220929	U.S. Bank - CC	Fall expo registration	101-43100-3300	270.00
Total 101431003300:					270.00
11/10/2022	158652	Centerpoint Energy	Monthly Service	101-43100-3800	74.07
11/10/2022	112213	City of Waseca	October Utilities	101-43100-3800	45.08 M
11/10/2022	112213	City of Waseca	October Utilities	101-43100-3800	633.63 M
Total 101431003800:					752.78
11/02/2022	158621	Madison National Life Insurance Co Inc	November 2022 LTD	101-43125-1340	21.54
11/02/2022	158621	Madison National Life Insurance Co Inc	November 2022 LTD	101-43125-1340	2.16
Total 101431251340:					23.70
11/02/2022	158621	Madison National Life Insurance Co Inc	November 2022 LTD	101-43170-1340	4.62
Total 101431701340:					4.62
11/10/2022	112213	City of Waseca	October Utilities	101-43170-3800	155.51 M

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101431703800:					155.51
11/02/2022	158621	Madison National Life Insurance Co Inc	November 2022 LTD	101-43220-1340	7.69
Total 101432201340:					7.69
11/10/2022	20220903	H & J Fuel Inc	Fuel	101-43220-2120	1,820.32
Total 101432202120:					1,820.32
11/02/2022	158621	Madison National Life Insurance Co Inc	November 2022 LTD	101-45130-1340	12.19
Total 101451301340:					12.19
11/10/2022	20220897	Culligan	Water Jug Returns	101-45130-2170	19.50-
11/10/2022	20220929	U.S. Bank - CC	D.I. Water	101-45130-2170	1.16
11/10/2022	20220929	U.S. Bank - CC	Tool for boiler inspections	101-45130-2170	15.87
Total 101451302170:					2.47-
11/10/2022	20220929	U.S. Bank - CC	Gaskets for Boiler	101-45130-2210	94.82
11/10/2022	20220929	U.S. Bank - CC	Gaskets for Boiler	101-45130-2210	94.82
Total 101451302210:					189.64
11/10/2022	112215	Consolidated Communications	Monthly Billing	101-45130-3200	241.55 M
Total 101451303200:					241.55
11/10/2022	20220929	U.S. Bank - CC	Lifeguard instructor recertification	101-45130-3300	120.00
Total 101451303300:					120.00
11/10/2022	112213	City of Waseca	October Utilities	101-45130-3800	660.88 M
Total 101451303800:					660.88
11/10/2022	158649	Auto Trim Design of Owatonna	Umbrella Repair	101-45130-4000	150.00
Total 101451304000:					150.00
11/10/2022	20220911	Lenz Lawn Care & Landscaping Inc.	Irrigation Repairs	101-45180-4000	364.38
Total 101451804000:					364.38
11/02/2022	158621	Madison National Life Insurance Co Inc	November 2022 LTD	101-45200-1340	88.81
Total 101452001340:					88.81
11/10/2022	20220903	H & J Fuel Inc	fuel	101-45200-2120	267.50
11/10/2022	158673	Waseca County Highway Department	Monthly billing	101-45200-2120	296.61
Total 101452002120:					564.11
11/10/2022	20220897	Culligan	Park Dept Water	101-45200-2170	28.15

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
11/10/2022	20220929	U.S. Bank - CC	Tree bags for watering & tree tie straps	101-45200-2170	666.70
11/10/2022	20220929	U.S. Bank - CC	Memorial Plaque for John Slattery	101-45200-2170	60.00
11/10/2022	20220933	Waseca Hardware LLC	Parts & Supplies	101-45200-2170	106.17
Total 101452002170:					861.02
11/10/2022	158654	Cintas Corporation	First Aid Cabinet Supplies	101-45200-2190	103.62
Total 101452002190:					103.62
11/10/2022	20220933	Waseca Hardware LLC	Parts & Supplies	101-45200-2230	189.74
Total 101452002230:					189.74
11/10/2022	20220935	Waste Management of Southern MN	October Service	101-45200-3100	31.74
11/10/2022	20220935	Waste Management of Southern MN	October Parks	101-45200-3100	1,314.80
Total 101452003100:					1,346.54
11/10/2022	112215	Consolidated Communications	Monthly Billing	101-45200-3200	41.25 M
Total 101452003200:					41.25
11/10/2022	112213	City of Waseca	October Utilities	101-45200-3800	417.46 M
11/10/2022	112213	City of Waseca	October Utilities	101-45200-3800	57.48 M
Total 101452003800:					474.94
11/10/2022	20220922	ServiceMaster by Ayotte	can liners	101-45500-2170	110.03
Total 101455002170:					110.03
11/10/2022	158665	Orkin Pest Control	Library-Pest control	101-45500-3100	80.00
11/10/2022	20220935	Waste Management of Southern MN	Library service	101-45500-3100	74.25
Total 101455003100:					154.25
11/10/2022	112213	City of Waseca	October Utilities	101-45500-3800	950.85 M
11/10/2022	112215	Consolidated Communications	Monthly Billing	101-45500-3800	67.74 M
Total 101455003800:					1,018.59
Total General Fund:					173,640.15
Airport					
11/10/2022	20220929	U.S. Bank - CC	Paint for old FBO hangar interior	230-49810-2170	215.98
11/10/2022	20220929	U.S. Bank - CC	Paint for old FBO hangar interior	230-49810-2170	323.97
11/10/2022	20220929	U.S. Bank - CC	Return paint for Hangar	230-49810-2170	308.06-
11/10/2022	20220929	U.S. Bank - CC	Paint for old FBO hangar interior	230-49810-2170	308.06
11/10/2022	20220929	U.S. Bank - CC	Paint for old FBO hangar interior	230-49810-2170	323.97
Total 230498102170:					863.92
11/10/2022	158652	Centerpoint Energy	Airport Gas Utility	230-49810-3800	33.60
11/10/2022	112213	City of Waseca	October Utilities	230-49810-3800	105.71 M

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 230498103800:					139.31
11/10/2022	158660	JFM Hangar Care LLC	Old FBO Hangar door maintenance	230-49810-4000	1,479.33
Total 230498104000:					1,479.33
Total Airport:					2,482.56
Recovery Coordinator Grant					
11/02/2022	158621	Madison National Life Insurance Co Inc	November 2022 LTD	256-46500-1340	28.45
Total 256465001340:					28.45
Total Recovery Coordinator Grant:					28.45
Economic Development-General f					
11/02/2022	158621	Madison National Life Insurance Co Inc	November 2022 LTD	261-46700-1340	11.78
Total 261467001340:					11.78
11/10/2022	158656	Conway Data Inc	Advertising magazine	261-46700-3100	3,750.00
Total 261467003100:					3,750.00
11/10/2022	158661	Junior Achievement	EDA Contribution	261-46700-4330	2,000.00
Total 261467004330:					2,000.00
Total Economic Development-General f:					5,761.78
Police Reserve					
11/10/2022	158646	Androli, Jeff	Security for football game	275-49212-3100	45.00
11/10/2022	20220898	Deweese, Matt	Security for football games	275-49212-3100	45.00
11/10/2022	20220921	Rew, Scott	Security for football games	275-49212-3100	135.00
11/10/2022	20220924	Stoltz, Jon	Security for Football games	275-49212-3100	45.00
11/10/2022	20220926	Teachout, Jason	Security for football games	275-49212-3100	180.00
Total 275492123100:					450.00
Total Police Reserve:					450.00
Police Special Revenue Fund					
11/10/2022	158648	At-Scene LLc	Subscription	278-46350-3000	3,500.00
Total 278463503000:					3,500.00
Total Police Special Revenue Fund:					3,500.00
Safe Haven Grant					
11/02/2022	158621	Madison National Life Insurance Co Inc	November 2022 LTD	279-46350-1340	17.22
Total 279463501340:					17.22
11/10/2022	158654	Cintas Corporation	Connections - first aid	279-46350-2170	43.40
11/10/2022	20220929	U.S. Bank - CC	Products for Connections	279-46350-2170	123.35

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
11/10/2022	20220929	U.S. Bank - CC	Products for Connections	279-46350-2170	20.59
Total 279463502170:					187.34
11/10/2022	112214	Verizon Wireless	Monthly Billing	279-46350-3200	41.15 M
Total 279463503200:					41.15
11/10/2022	20220904	Herschman, Kesi	Mileage Reimbursement	279-46350-3300	253.13
11/10/2022	20220904	Herschman, Kesi	Meal while at training	279-46350-3300	14.98
Total 279463503300:					268.11
Total Safe Haven Grant:					513.82
PEG Channel					
11/10/2022	20220906	Innovative Office Supply	Calendar & DVD's	290-41920-2170	64.58
Total 290419202170:					64.58
Total PEG Channel:					64.58
Capital Improvement					
11/10/2022	158670	Sun Up Construction Inc.	Playground Security Fence	430-43010-5435	1,800.00
Total 430430105435:					1,800.00
11/10/2022	158675	Woodville Township	14th Ave SE Overlay - Woodville reimbursement	430-43010-5560	34,750.00
Total 430430105560:					34,750.00
Total Capital Improvement:					36,550.00
Water					
11/10/2022	20220929	U.S. Bank - CC	Well 3 fan motor	601-49401-2210	104.06
Total 601494012210:					104.06
11/10/2022	112213	City of Waseca	October Utilities	601-49401-3800	10,987.69 M
Total 601494013800:					10,987.69
11/02/2022	112207	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 10/30/2022	601-49430-0000	457.30 M
11/02/2022	112207	ACH Internal Revenue Service	MEDICARE Pay Period: 10/30/2022	601-49430-0000	106.95 M
Total 601494300000:					564.25
11/02/2022	158621	Madison National Life Insurance Co Inc	November 2022 LTD	601-49430-1340	20.67
11/02/2022	158621	Madison National Life Insurance Co Inc	November 2022 LTD	601-49430-1340	46.77
Total 601494301340:					67.44
11/10/2022	158673	Waseca County Highway Department	Monthly billing	601-49430-2120	261.55
Total 601494302120:					261.55

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
11/10/2022	20220929	U.S. Bank - CC	Notebooks for notes	601-49430-2170	16.12
Total 601494302170:					16.12
11/10/2022	158647	Aramark Uniform Services	uniforms	601-49430-2180	14.90
11/10/2022	158647	Aramark Uniform Services	uniforms	601-49430-2180	14.90
11/10/2022	20220918	Owatonna Shoe Company	Safety Boot-Terrell	601-49430-2180	230.00
Total 601494302180:					259.80
11/10/2022	158672	United Systems & Software Inc	Itron Water ERTs	601-49430-2215	2,775.00
Total 601494302215:					2,775.00
11/10/2022	20220902	Gopher State One-Call Inc	Location calls - October	601-49430-3100	44.55
11/10/2022	158659	In Control Inc	water salesman reader	601-49430-3100	664.25
11/10/2022	20220931	Utility Consultants Inc	Coliform Testing	601-49430-3100	189.00
Total 601494303100:					897.80
11/10/2022	112214	Verizon Wireless	Monthly Billing	601-49430-3200	40.01 M
Total 601494303200:					40.01
11/10/2022	20220911	Lenz Lawn Care & Landscaping Inc.	Water main breaks yard repair	601-49430-4000	1,855.50
Total 601494304000:					1,855.50
11/10/2022	20220906	Innovative Office Supply	Calendars	601-49585-2000	23.75
11/10/2022	20220906	Innovative Office Supply	Calendars	601-49585-2000	22.02
Total 601495852000:					45.77
11/10/2022	20220915	Metro Sales Inc.	Maintenance Agreement	601-49585-3000	40.32
11/10/2022	20220915	Metro Sales Inc.	Maintenance agreement	601-49585-3000	194.40
Total 601495853000:					234.72
11/10/2022	112215	Consolidated Communications	Monthly Billing	601-49585-3200	60.22 M
11/10/2022	20220913	MAS Communications Inc.	Answering service - November	601-49585-3200	52.99
Total 601495853200:					113.21
11/02/2022	158621	Madison National Life Insurance Co Inc	November 2022 LTD	601-49586-1340	4.76
11/02/2022	158621	Madison National Life Insurance Co Inc	November 2022 LTD	601-49586-1340	2.80
11/02/2022	158621	Madison National Life Insurance Co Inc	November 2022 LTD	601-49586-1340	13.12
11/02/2022	158621	Madison National Life Insurance Co Inc	November 2022 LTD	601-49586-1340	6.56
Total 601495861340:					27.24
11/10/2022	20220909	Kennedy & Kennedy Law Office	October Legal Services	601-49586-3000	252.00
Total 601495863000:					252.00
Total Water:					18,502.16

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Sanitary Sewer					
11/02/2022	158621	Madison National Life Insurance Co Inc	November 2022 LTD	602-49470-1340	27.70
11/02/2022	158621	Madison National Life Insurance Co Inc	November 2022 LTD	602-49470-1340	2.16
Total 602494701340:					29.86
11/10/2022	20220929	U.S. Bank - CC	Garbage cans and bags for NW fairgrounds lift station	602-49470-2170	37.56
Total 602494702170:					37.56
11/10/2022	20220902	Gopher State One-Call Inc	Location calls - October	602-49470-3100	44.55
Total 602494703100:					44.55
11/10/2022	112215	Consolidated Communications	Monthly Billing	602-49470-3200	669.33 M
11/10/2022	112214	Verizon Wireless	Monthly Billing	602-49470-3200	40.07 M
11/10/2022	112214	Verizon Wireless	Monthly Billing	602-49470-3200	40.01 M
11/10/2022	112214	Verizon Wireless	Monthly Billing	602-49470-3200	40.01 M
11/10/2022	112214	Verizon Wireless	Monthly Billing	602-49470-3200	40.01 M
Total 602494703200:					829.43
11/10/2022	112213	City of Waseca	October Utilities	602-49470-3800	970.66 M
Total 602494703800:					970.66
11/10/2022	20220933	Waseca Hardware LLC	Parts & Supplies	602-49470-4020	266.36
Total 602494704020:					266.36
11/02/2022	158621	Madison National Life Insurance Co Inc	November 2022 LTD	602-49480-1340	62.00
Total 602494801340:					62.00
11/10/2022	158658	Double A Custom Pumping Inc	Biosolids Application	602-49480-2150	9,182.23
Total 602494802150:					9,182.23
11/10/2022	20220929	U.S. Bank - CC	Lab supplies	602-49480-2170	120.55
11/10/2022	20220930	USA Blue Book	Lab Supplies	602-49480-2170	371.04
Total 602494802170:					491.59
11/10/2022	20220929	U.S. Bank - CC	Uniform Allowance	602-49480-2180	53.57
11/10/2022	20220933	Waseca Hardware LLC	Parts & Supplies	602-49480-2180	77.96
Total 602494802180:					131.53
11/10/2022	20220927	Teledyne Isco Inc	Sampling Equipment Parts	602-49480-2210	866.96
11/10/2022	20220929	U.S. Bank - CC	Disposal Cart for WWTP Bar Screen	602-49480-2210	1,209.59
Total 602494802210:					2,076.55
11/10/2022	20220933	Waseca Hardware LLC	Parts & Supplies	602-49480-2230	13.96

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 602494802230:					13.96
11/10/2022	158653	Cintas Corporation	Floor mat service	602-49480-3100	9.60
11/10/2022	158654	Cintas Corporation	First Aid Cabinet Supplies	602-49480-3100	155.89
11/10/2022	20220908	Javens Mechanical Contracting Co.	Furnace Repair	602-49480-3100	944.67
11/10/2022	20220916	MN Valley Testing Labs Inc.	Biosolids Soils Testing	602-49480-3100	2,085.12
11/10/2022	20220931	Utility Consultants Inc	Lab Testing	602-49480-3100	2,359.48
11/10/2022	20220935	Waste Management of Southern MN	wwtp garbage	602-49480-3100	427.14
Total 602494803100:					5,981.90
11/10/2022	112215	Consolidated Communications	Monthly Billing	602-49480-3200	216.17 M
11/10/2022	112214	Verizon Wireless	Monthly Billing	602-49480-3200	41.15 M
Total 602494803200:					257.32
11/10/2022	20220929	U.S. Bank - CC	Pump Workshop	602-49480-3300	130.00
11/10/2022	20220929	U.S. Bank - CC	Work shop service fee	602-49480-3300	2.80
11/10/2022	20220929	U.S. Bank - CC	Traning for License	602-49480-3300	35.00
Total 602494803300:					167.80
11/10/2022	112213	City of Waseca	October Utilities	602-49480-3800	657.36 M
11/10/2022	158668	SSI Crestmark MN Holding LLC	Solar Electric	602-49480-3800	16,202.69
Total 602494803800:					16,860.05
11/02/2022	158621	Madison National Life Insurance Co Inc	November 2022 LTD	602-49585-1340	19.15
11/02/2022	158621	Madison National Life Insurance Co Inc	November 2022 LTD	602-49585-1340	19.15
Total 602495851340:					38.30
11/10/2022	20220906	Innovative Office Supply	Calendars	602-49585-2000	22.46
Total 602495852000:					22.46
11/10/2022	20220915	Metro Sales Inc.	Maintenance Agreement	602-49585-3000	40.32
11/10/2022	20220915	Metro Sales Inc.	Maintenance agreement	602-49585-3000	194.40
Total 602495853000:					234.72
11/10/2022	112215	Consolidated Communications	Monthly Billing	602-49585-3200	60.22 M
11/10/2022	20220913	MAS Communications Inc.	Answering service - November	602-49585-3200	52.98
Total 602495853200:					113.20
11/02/2022	158621	Madison National Life Insurance Co Inc	November 2022 LTD	602-49586-1340	4.76
11/02/2022	158621	Madison National Life Insurance Co Inc	November 2022 LTD	602-49586-1340	2.80
11/02/2022	158621	Madison National Life Insurance Co Inc	November 2022 LTD	602-49586-1340	13.12
Total 602495861340:					20.68
11/10/2022	20220919	Pantheon Computer Systems Inc.	Watchguard	602-49586-4950	1,699.99

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 602495864950:					1,699.99
Total Sanitary Sewer:					39,532.70
Electric Utility					
11/02/2022	158621	Madison National Life Insurance Co Inc	November 2022 LTD	604-49570-1340	1.84
Total 604495701340:					1.84
11/10/2022	20220929	U.S. Bank - CC	Distilled water for substation batteries	604-49570-2230	4.64
Total 604495702230:					4.64
11/10/2022	112213	City of Waseca	October Utilities	604-49570-3800	54.64 M
Total 604495703800:					54.64
11/02/2022	158621	Madison National Life Insurance Co Inc	November 2022 LTD	604-49571-1340	40.52
Total 604495711340:					40.52
11/10/2022	158673	Waseca County Highway Department	Monthly billing	604-49571-2120	518.54
Total 604495712120:					518.54
11/10/2022	20220894	Border States Electric Supply	truck supplies	604-49571-2170	133.07
11/10/2022	20220933	Waseca Hardware LLC	Parts & Supplies	604-49571-2170	79.42
Total 604495712170:					212.49
11/10/2022	20220896	Connors Plumbing & Heating Inc.	Commercial Lighting Rebate	604-49571-2330	192.00
Total 604495712330:					192.00
11/10/2022	20220902	Gopher State One-Call Inc	Location calls - October	604-49571-3100	44.55
Total 604495713100:					44.55
11/10/2022	112214	Verizon Wireless	Monthly Billing	604-49571-3200	40.01 M
11/10/2022	112214	Verizon Wireless	Monthly Billing	604-49571-3200	40.01 M
Total 604495713200:					80.02
11/02/2022	158621	Madison National Life Insurance Co Inc	November 2022 LTD	604-49572-1340	4.08
Total 604495721340:					4.08
11/02/2022	158621	Madison National Life Insurance Co Inc	November 2022 LTD	604-49573-1340	7.35
Total 604495731340:					7.35
11/10/2022	20220894	Border States Electric Supply	primary splices	604-49573-2230	2,494.17
Total 604495732230:					2,494.17

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
11/02/2022	158621	Madison National Life Insurance Co Inc	November 2022 LTD	604-49574-1340	2.07
Total 604495741340:					2.07
11/10/2022	112213	City of Waseca	October Utilities	604-49574-3800	174.37 M
Total 604495743800:					174.37
11/10/2022	112213	City of Waseca	October Utilities	604-49575-3800	703.17 M
Total 604495753800:					703.17
11/02/2022	158621	Madison National Life Insurance Co Inc	November 2022 LTD	604-49584-1340	1.55
Total 604495841340:					1.55
11/02/2022	158621	Madison National Life Insurance Co Inc	November 2022 LTD	604-49585-1340	19.27
Total 604495851340:					19.27
11/10/2022	20220906	Innovative Office Supply	Calendars	604-49585-2000	22.47
Total 604495852000:					22.47
11/10/2022	20220915	Metro Sales Inc.	Maintenance Agreement	604-49585-3000	40.32
11/10/2022	20220915	Metro Sales Inc.	Maintenance agreement	604-49585-3000	194.40
Total 604495853000:					234.72
11/10/2022	112215	Consolidated Communications	Monthly Billing	604-49585-3200	112.90 M
11/10/2022	112215	Consolidated Communications	Monthly Billing	604-49585-3200	51.22 M
11/10/2022	20220913	MAS Communications Inc.	Answering service - November	604-49585-3200	52.99
Total 604495853200:					217.11
11/02/2022	158621	Madison National Life Insurance Co Inc	November 2022 LTD	604-49586-1340	3.85
11/02/2022	158621	Madison National Life Insurance Co Inc	November 2022 LTD	604-49586-1340	5.37
11/02/2022	158621	Madison National Life Insurance Co Inc	November 2022 LTD	604-49586-1340	13.51
Total 604495861340:					22.73
11/10/2022	158667	Shred-it USA LLC	Shred Service	604-49586-3100	21.43
Total 604495863100:					21.43
Total Electric Utility:					5,073.73
Storm Water Utility					
11/02/2022	158621	Madison National Life Insurance Co Inc	November 2022 LTD	651-43140-1340	9.23
Total 651431401340:					9.23
11/10/2022	20220909	Kennedy & Kennedy Law Office	October Legal Services	651-43140-3000	72.00
11/10/2022	158669	Stantec Consulting Services Inc	MS4 Permit Review	651-43140-3000	580.00
11/10/2022	158669	Stantec Consulting Services Inc	Wetland Delineation - Jevning Westshores 3rd	651-43140-3000	85.41

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 651431403000:					737.41
11/10/2022	112213	City of Waseca	October Utilities	651-43140-3800	72.67 M
Total 651431403800:					72.67
11/02/2022	158621	Madison National Life Insurance Co Inc	November 2022 LTD	651-49585-1340	3.03
Total 651495851340:					3.03
Total Storm Water Utility:					822.34
Central Garage Services					
11/02/2022	158621	Madison National Life Insurance Co Inc	November 2022 LTD	701-43180-1340	36.80
Total 701431801340:					36.80
11/10/2022	158673	Waseca County Highway Department	Monthly billing	701-43180-2120	188.07
Total 701431802120:					188.07
11/10/2022	20220905	Huber Supply Co Inc	helium tank rental	701-43180-2170	13.42
Total 701431802170:					13.42
11/10/2022	158650	Auto Value Waseca	Parts	701-43180-2210	204.97
11/10/2022	158657	Deml Ford Lincoln Mercury Inc	Demls troubleshoot clunking noise #2000	701-43180-2210	239.50
11/10/2022	158657	Deml Ford Lincoln Mercury Inc	Gas cap door	701-43180-2210	76.37
11/10/2022	158657	Deml Ford Lincoln Mercury Inc	Shock assembly	701-43180-2210	312.72
11/10/2022	158662	MacQueen Equipment Inc.	conveyor roller bearings	701-43180-2210	448.57
11/10/2022	20220928	Tesch Service Center Co.	Tire repair	701-43180-2210	30.00
Total 701431802210:					1,312.13
11/10/2022	20220929	U.S. Bank - CC	Monthly Scan Tool-In	701-43180-3100	149.00
Total 701431803100:					149.00
Total Central Garage Services:					1,699.42
Property and Liability Insuran					
11/10/2022	20220900	First National Insurance	Agency Fee	702-49955-3000	800.00
Total 702499553000:					800.00
Total Property and Liability Insuran:					800.00
Grand Totals:					289,932.04

Report Criteria:

Report type: GL detail

[Report].Amount = {<>} 0

Title:	2023 LICENSE RENEWALS		
Meeting Date:	November 15, 2022	Agenda Item Number:	6C
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	List of 2023 Licensees
Originating Department:	Administration	Presented By:	Consent Agenda
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to approve 2023 License Renewals as presented, pending Staff has received Cert. of Liability Insurance and payments from all.		

BACKGROUND: Attached is a list of the Liquor, Tobacco, and Garbage License renewals for 2023. Applicants are required to submit completed application, appropriate fee and a Certificate of Insurance for liability coverage.

There is only one change for 2023: Ward House Brewery is adding Off-Sale.

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

RECOMMENDATION: Motion to approve the license renewals as listed Application, Certificates of Liability Insurance, background checks and payments have been received by Staff.

2023 Liquor Licensees

<u>Establishment</u>	<u>License Type</u>
American Legion	Club On Sale/ Sunday On Sale
VFW Post 1642	Club On Sale/ Sunday On Sale
The Boathouse	On Sale/ Sunday On Sale
Box Car Bar	On Sale/ Off Sale/ Sunday On Sale/Sunday Off Sale
El Tequila Restaurant	On Sale/ Sunday On Sale
Barden's Bar	On Sale/ Off Sale/ Sunday On Sale
Mis Tres Flores	On Sale
Katie O'Leary's	On Sale/ Off Sale/ Sunday On Sale
The Warehouse & Club 57	On Sale/ Off Sale/ Sunday On Sale
Starfire Event Center	On Sale/ Sunday On Sale
Kwik Trips (west and North)	3.2 Off Sale
Cashwise Wine & Spirits	Off Sale
Wal-Mart Stores	Off Sale
Ward House Brewery	Brewer-Tap Room/ Off Sale
Yellow Mushroom	On Sale Wine/Sunday On Sale
The Bar on Main	On Sale/ Sunday On Sale
The Mill	On Sale/ Off Sale/ Sunday On Sale/ Sunday Off Sale
Oscars	On Sale/Sunday On Sale
El Molino	On Sale/Sunday On Sale
Sportsmen Stop	Off Sale

2023 Tobacco Licensees

Business

Casey's General Stores (North and South)
Kwik Trip (West and North)
Walmart (Main Store and Liquor Store)
Cashwise Wine & Spirits
Sportsman Stop
By The Way
Smoke Shop

2023 Garbage Hauler Licensees

Business

West Central Sanitation
LJP
Waste Management
Stewart Sanitation

Title:	RESOLUTION 22-57 AUTHORIZING AN ACTIVE TRANSPORTATION (AT) INFRASTRUCTURE PROGRAM GRANT		
Meeting Date:	November 15, 2022	Agenda Item Number:	7A
Action:	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	-Resolution 22-57 -Letter of Intent -Map of Proposed Improvements
Originating Department:	Engineering	Presented By:	City Engineer
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to adopt Resolution 22-57 authorizing an Active Transportation (AT) Infrastructure Program Grant.		
How does this item pertain to Vision 2030 goals?	Creating high quality community assets		

BACKGROUND: In September of 2022, staff submitted a Letter of Intent (attached) for an Active Transportation (AT) Infrastructure Grant from the Minnesota Department of Transportation (MnDOT). AT Program Grants are to be used for the construction of pedestrian and bicycle infrastructure, and the planned reconstruction of 8th Avenue NE (CSAH 13) in 2024 provides a unique opportunity to make trail and sidewalk improvements that qualify for funding under this grant.

The proposed improvements consist of new 10' wide off-street bituminous trail between 7th Street NE and Clear Lake Drive, new 7' wide concrete sidewalk (back of curb) along the County Fairgrounds property between 4th Street NE and 7th Street NE, and the replacement of existing sidewalk between 3rd St NE and 8th St NE (please see the attached map). MnDOT has indicated that these proposed sidewalk and trail improvements are eligible for AT Grant funding and recommended submittal of a full application.

Therefore, staff is planning to submit an AT Grant application seeking the grant maximum of \$500,000 in funding for construction costs associated with these improvements. As part of the application, a resolution of support from City Council is required. The completed application is due December 30th and award notices are expected by the end of March 2023.

Waseca County staff has indicated that they are supportive of these proposed improvements, and because these improvements would take place along a County roadway, the County Engineer will be presenting a resolution of support to the County Commissioners for approval of the AT Grant as well.

BUDGET IMPACT: If awarded, up to \$500,000 in AT Grant funding would be available for the construction of these improvements.

RECOMMENDATION: Staff recommends the City Council approve Resolution 22-57 authorizing an Active Transportation (AT) Infrastructure Program Grant.

Form Name: Minnesota State Active Transportation Infrastructure Program: Solicitation Letter of Intent
Submission Time: September 26, 2022 4:11 pm
Browser: Chrome 105.0.0.0 / Windows
IP Address: 136.234.60.110
Unique ID: 1014490448
Location: 44.0812, -93.5168

Minnesota State Active Transportation Infrastructure Program: Solicitation Letter of Intent

Letter of Intent Form

Applicant Information

Name	Nathan Willey
Email	natew@ci.waseca.mn.us
Phone	(507) 835-9716
Agency name	City of Waseca
Agency type	State Aid City
Address	508 South State Street Waseca, MN 56093
County	Waseca
MnDOT district	District 7

Project Location

Is the proposed project at least partially located within the applicant agency's boundary (city/county limits)? Yes

Will the proposed project be partially or wholly located within a federally recognized tribal reservation? No

List all the cities, counties, or townships in which this project will be constructed. City of Waseca

Eligibility Check

The applicant must have a full resolution (not just a letter of support) from their council or governing board supporting the project and application for Active Transportation grant funds. The applicant understands that to be eligible, they must submit this resolution with their full application by the application deadline of December 30, 2022.

Yes

If a lead agency sponsor is required, the applicant must have a full resolution (not just a letter of support) from the sponsoring agency's council supporting the project and agreeing to act as the project sponsor. The applicant understands that to be eligible, they must submit this sponsor resolution with their full application by the application deadline of December 30, 2022.

Yes

All construction items eligible for Active Transportation funds must have an effective useful life of 10 years. Will all eligible items in this proposed project have at least a 10-year expected life?

Yes

Will the proposed project be able to enter construction in either calendar year 2023 or 2024?

Yes

Active Transportation infrastructure grant funds cannot be used on impacts to trunk highways or trunk highway right-of-way without an explicit letter of support from the MnDOT district engineer. The applicant understands that if their project has proposed trunk highway impacts, then their application will only remain eligible if the letter of support from the MnDOT district engineer is submitted with their full application by the application deadline of December 30, 2022.

Not applicable (my project does not have any trunk highway impacts)

Project Information

Describe the work you want to do for which you are seeking support. Include a description of the project development activities for this project completed to date.

The scope of this project consists of the construction of approximately 3,100 feet of new 10' wide bituminous bike trail along 8th Avenue NE (CSAH 13) between Clear Lake Dr and 3rd St NE. These improvements would be installed on City of Waseca park property, Waseca County property, and City/County road right-of-way in conjunction with the planned joint City/County reconstruction of 8th Ave NE in 2024.

The design for the portion of trail adjacent to Clear Lake Park (Clear Lake Dr to 8th St NE) has already been completed.

Enter the estimated amount of Active Transportation Program funding requested. This must be between \$50,000 and \$500,000.

350000

Total project budget: What is the total estimated cost of this project? Include the amount requested through this application and list other funding sources. (federal, local, etc.)

The total project construction cost is currently estimated at \$350,000. Local funding from the City and County will cover the \$52,500 (15%) estimated cost of design and any ineligible construction items. Project inspection will be provided by City staff with the cost for any testing services to be paid by both the City and County. The City/County cost split will be determined at a later date as part of a project cooperative agreement.

Select the type of work on which the requested funds would be used

Construction of non-federally funded project

Describe how your project would address safety concerns or boost public health for those who walk or bike within your community.

This proposed section of trail would provide the following safety and recreational benefits:

- Trail connectivity from Clear Lake Park and existing sidewalk along Clear Lake Drive to the City-wide trail system.
- Safer off-street trail along 8th Ave NE between 7th St NE and 8th St NE (currently this trail section is on-street).
- Trail connectivity from the Waseca County Fairgrounds and existing sidewalk along 3rd St NE to the City-wide trail system.

Greater connectivity to and from the City-wide trail system to Clear Lake Park and the Waseca County Fairgrounds will promote walking and biking in Waseca, especially in that area of the City. This project is part of a staff level plan to install off-street trail along 8th St NE (8th Ave NE to Elm Ave East) in 2026.

Has the proposed project been developed from an existing transportation plan?

No

Describe your organization and/or the sponsoring agency's history with delivering infrastructure projects. If not applicable, identify the key steps and strategies that will be used to deliver the project:

In terms of delivering similar infrastructure projects, in 2021 the City of Waseca successfully completed the TH 13 Safe Routes to School and Trail Improvements Project. This project used federal Highway Safety Improvement (HSIP) funds to construct approximately 1,685 feet of new 10' wide trail along State Hwy 13 between 15th Ave and 19th Ave. This project also included installation of an RRFB crossing at 17th Ave and a section of trail leading to the front entrance of the Waseca Senior High School. In addition, the City recently completed an approximately \$1.5 million street reconstruction and rehabilitation project along 8th St SE. The scope of that project included complete street reconstruction, mill and overlay, sanitary and storm sewer improvements, and ADA sidewalk and ramps.

Have you contacted representatives from the sponsoring agency, including elected officials and county engineers? If so, please describe what has resulted from conversations with stakeholders, elected officials, school district representatives, or from the general public and if you have written support for the project:

The City of Waseca will be the sponsoring agency and the Waseca County Engineer has given verbal approval to proceed with this request.

RESOLUTION 22-57

**A RESOLUTION OF THE WASECA CITY COUNCIL
AUTHORIZING A MINNESOTA DEPARTMENT OF TRANSPORTATION (MNDOT)
ACTIVE TRANSPORTATION (AT) INFRASTRUCTURE PROGRAM GRANT**

WHEREAS, the City has submitted a letter of intent to the Minnesota Department of Transportation (MnDOT) as a prerequisite to a full application for a grant from the Minnesota Active Transportation (AT) Infrastructure Program; and

WHEREAS, the letter of intent consisted of the construction of bituminous shared use path along 8th Avenue NE (CSAH 13) in conjunction with the planned reconstruction of said roadway in 2024; and

WHEREAS, MnDOT has reviewed the letter of intent, determined the project meets program eligibility requirements, and recommends the City submit a full application; and

WHEREAS, if MnDOT funding is received, the City is committed to implementing the proposed improvements as described in the letter of intent and grant application; and

WHEREAS, MnDOT requires the City enter into a grant agreement with MnDOT that identifies the terms and conditions of the funding award.

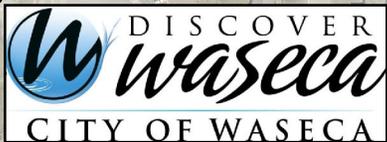
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Waseca that, if awarded, the City Council agrees to enter into and sign a grant agreement with MnDOT to carry out the improvements specified therein and to comply with all of the terms, conditions, and matching provisions of the grant agreement and authorizes and directs the Mayor to sign the grant agreement.

Adopted this 15th day of November 2022.

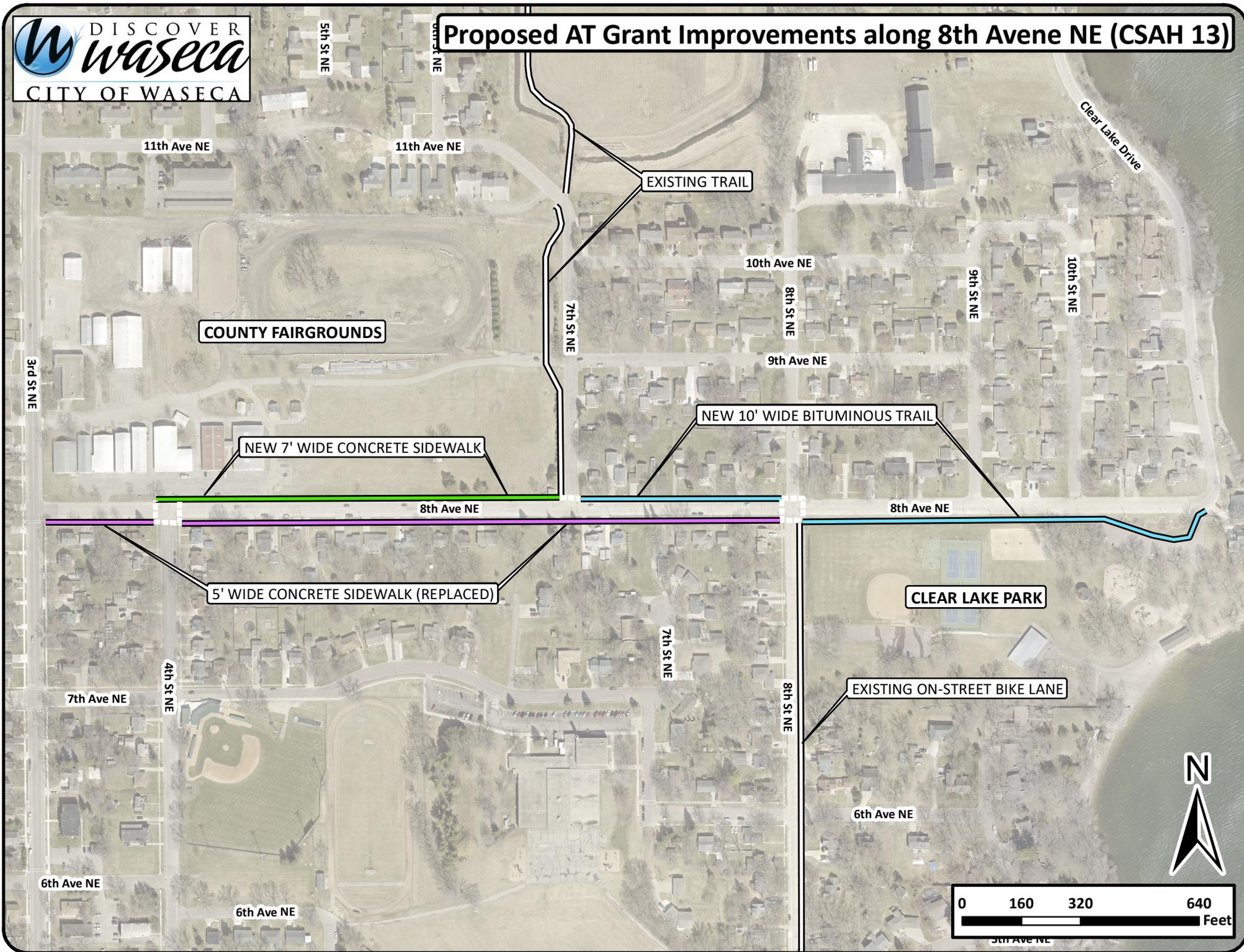
R. D. SRP
MAYOR

ATTEST:

JULIA HALL
CITY CLERK



Proposed AT Grant Improvements along 8th Avenue NE (CSAH 13)



COUNTY FAIRGROUNDS

EXISTING TRAIL

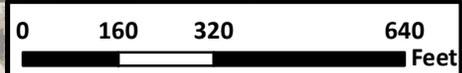
NEW 10' WIDE BITUMINOUS TRAIL

NEW 7' WIDE CONCRETE SIDEWALK

5' WIDE CONCRETE SIDEWALK (REPLACED)

CLEAR LAKE PARK

EXISTING ON-STREET BIKE LANE



Title:	Southwest Minnesota Housing Partnership SCDP Rental Rehab Project		
Meeting Date:	November 15, 2022	Agenda Item Number:	7B
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	2 Combinations Notes Mortgage Assignment of Mortgage
Originating Department:	Administration	Presented By:	City Manager
Approved By City Manager: <input checked="" type="checkbox"/>			
How does this item pertain to Vision 2030 goals?	Preserving Community Assets and Leveraging Economic Development Opportunities.		

BACKGROUND: A number of years ago the City of Waseca received a grant from the Department of Employment and Economic Development’s Small Cities Development Program. The grant was intended to assist in the renovation of the two apartment buildings located just west of the old Taco John’s building. Southwest Minnesota Housing Partnership was working to acquire both of those properties along with a number of other properties across Southern Minnesota. The financing for this project is fairly complex and the process has taken considerable time, but Waseca has not been informed that SWMHP hopes to close on the properties at the end of the month. As part of the project, the City of Waseca will be injecting the SCDP grant into the project through a combination note and repayment agreement as well as a mortgage assignment from SWMHP to the City of Waseca. The funds are to be used for renovations of the buildings in Waseca. In exchange for the grant/loan, the apartment complex must comply with rental and income requirements throughout the term of the mortgage (30 years). The mortgage does not provide for any subsidized rent. If the property is operated in compliance with the conditions, the mortgage will be forgiven in 2052.

BUDGET IMPACT: None. The State of Minnesota is the source of grant funds for this project.

ALTERNATIVES CONSIDERED: None as the grant was obtained a number of years ago and the basic terms of the deal set at that time.

RECOMMENDATION: Staff recommends that the Council authorize staff to execute all documents necessary to close the project and implement the SCDP Grant portion of the project.

(Recording Information Only)

**CITY OF WASECA
SMALL CITIES DEVELOPMENT PROGRAM**

COMBINATION NOTE AND REPAYMENT AGREEMENT

THIS COMBINATION NOTE AND REPAYMENT AGREEMENT (hereinafter “the Agreement”) made and entered into this ____ day of _____, 2022, by and between **SOUTHWEST MINNESOTA HOUSING PARTNERSHIP**, a Minnesota non-profit corporation with offices at 2401 Broadway Avenue, Slayton, MN 56172-1142 (“BORROWER”) and the **CITY OF WASECA**, a Minnesota municipal corporation with offices at 508 State Street South, Waseca, MN 56093 (“CITY”).

WITNESSETH:

WHEREAS, CITY made a loan (the “Loan”) to BORROWER in the amount of Six Hundred Thousand and No/100 Dollars (\$600,000.00), which BORROWER has used to make a loan to RD Properties 2017 Limited Partnership (the “Partnership”), to rehabilitate a 24-unit residential rental apartment building located in Waseca, Minnesota known as North State Apartments and a 16-unit residential rental apartment building located in Waseca, Minnesota known as BR Properties (“Property”); and

WHEREAS, the Loan to BORROWER is made on the condition that BORROWER execute this Agreement; and

WHEREAS, BORROWER is the sole member of the general partner of the Partnership; and

WHEREAS, CITY is requiring BORROWER to comply with certain rent and income restrictions for a thirty (30) year period (the “Retention Period”); and

WHEREAS, BORROWER will require in its loan document that during the Retention Period at least 51% of the units located inside the Property will be occupied by tenants with incomes of equal to or less than 80% of the County Median Income, adjusted for family size, according to the Department of Housing and Urban Development (“CMI”) (“LMI Tenant”); and

WHEREAS, BORROWER will require in its loan documents that during the Retention Period rents charged to LMI Tenant will be affordable to persons at or below 60% CMI, including utilities paid by the tenants (but excluding phone, cable, and internet), calculated in accordance with the local Housing and Redevelopment Authority Utility Allowance (“Tenant Paid Utilities”); and

WHEREAS, during the Retention Period, BORROWER has agreed to cause the Partnership to prevent displacement of tenants by limiting increases in rents as set forth in this Agreement; and

WHEREAS, BORROWER represents that the Partnership currently meets all criteria, unless waived by CITY under the Small Cities Development Program Procedural Guidelines and the Partnership will continue to do so throughout the construction process; and

NOW, THEREFORE, in consideration of the making of the Loan by CITY to BORROWER, BORROWER hereby agrees as follows:

1. Security:

BORROWER will obtain a Mortgage in the form attached hereto as Exhibit B from the Partnership, which it agrees to assign to the CITY until the expiration of the term set forth in Section 2C below.

2. Terms of the Agreement:

A. The loan shall bear interest at .25% per annum.

B. All payments of principal and interest shall be deferred except upon default under Section 4.

C. The principal amount of the Loan shall be due and payable in full on December 31, 2052 (the “Maturity Date”), provided that if BORROWER is not in default under the terms of this Agreement as of the Maturity Date, the Loan shall be forgiven in full and this Agreement shall terminate.

3. Insurance:

BORROWER agrees to require the Partnership to keep all buildings, improvements, and fixtures, currently or in the future located on or a part of the Property, insured against loss by fire, extended coverage perils, vandalism, malicious mischief, and, if applicable, steam boiler explosion to the full insurable value at all times while any amount remains unpaid under this Agreement. If any of the buildings, improvements or fixtures are located in a federally-designated flood prone area and if flood insurance is available for that area, BORROWER shall require the Partnership to procure and maintain flood insurance in amounts reasonably satisfactory to CITY. The insurance shall be issued by an insurance company or companies licensed to do business in the State of Minnesota and reasonably acceptable to CITY. BORROWER shall cause the Partnership to maintain property insurance and such insurance policy shall contain a mortgagee/loss payable clause in favor of CITY affording all rights and privileges customarily provided under the so-called standard mortgage clause. The insurance policies shall provide for not less than thirty (30) days written notice to CITY before cancellation, non-renewal, termination or reduction in coverage; and BORROWER shall deliver to CITY a duplicate original or certificate of insurance for such policies. In the event of damage to the Property by fire or other casualty, BORROWER shall promptly give notice of such damage to CITY and the insurance company.

4. Default:

In the event of any default in the payment of any principal or interest or other indebtedness due hereunder or any other breach of this Agreement, CITY may, at its right and option, declare immediately due and payable the principal balance of this Agreement, together with any attorney's fees incurred by CITY in collecting or enforcing payment thereof, whether suit be brought or not, and all other sums due hereunder and payment thereof may be enforced and recovered in whole or in part at any time by one or more of the remedies provided in any document securing this Agreement. CITY may extend the time of payment of principal and interest of this Agreement without notice to or consent of any party liable hereon and without releasing such party. Default by BORROWER shall be defined by one or more of the following:

- A. If BORROWER fails to utilize the Small Cities Development Program funds for a loan to the Partnership for construction of the described Property in accordance with this Agreement.
- B. If BORROWER fails to cause the Partnership to insure the Property as described above.
- C. If the Property is sold, transferred, or otherwise conveyed, whether voluntarily or involuntarily, except as permitted by the Mortgage.
- D. If the Partnership should become delinquent on their property taxes and assessments attributed to the Property described hereunder, unless the Partnership is contesting the taxes by appropriate proceeding.
- E. If BORROWER fails to cause the Partnership to materially comply with the Small Cities Development Program Housing Quality Standards.
- F. If BORROWER intentionally makes materially untrue, false or fraudulent statement on the Small Cities Development Program Application.
- G. If BORROWER fails to cause the Partnership to rent 51% of the units to LMI Tenant, as defined above, during the term of the Loan.
- H. If BORROWER fails to cause the Partnership to maintain the rents charged to LMI Tenant affordable to persons at 60% CMI, during the term of the Loan.
- I. If the Partnership increases rents to any current tenant household currently paying less than 30 percent of their gross, combined household on rent, plus Tenant Paid Utilities to an amount that exceeds 30 percent of their gross, combined household income on rent, plus Tenant Paid Utilities.
- J. If the Partnership increases rents on any current LMI Tenant household currently paying more than 30 percent of their gross, combined household on rent, plus Tenant Paid Utilities, provided that in these cases the Partnership does not have to decrease rents.
- K. If BORROWER or the Partnership fails to follow the Fair Housing Act in any manner.

In the event of default which is not cured within thirty (30) days after written notice from CITY, the Loan shall be repaid to CITY in the following manner:

- A. If the event of default is not cured within thirty (30) days after written notice from CITY, BORROWER shall pay an interest rate of 12% commencing on the date CITY gave written notice to BORROWER until the outstanding balance is repaid.
- B. In its sole discretion, CITY, may designate a later date for payment and/or waive the increased interest rate. If CITY makes such a designation, written notice will be given to BORROWER.

5. Covenants:

A. BORROWER agrees to cause the Partnership to keep the Property free from all liens and encumbrances except as listed on Exhibit B to the Mortgage hereto and as described in the Master Subordination Agreement by and among the Partnership, BORROWER and Minnesota Housing Finance Agency (“MHFA”) or as otherwise approved by CITY. BORROWER further agrees to prohibit the Partnership from committing or permitting no waste on the Property, to require the Partnership to keep the Property in good repair, and to pay any expenses or attorney’s fees that may incur, by reason of litigation in protection of this Agreement.

B. This Loan made pursuant to this Agreement may be prepaid in whole or in part without penalty.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

D. It is intended that this Note is made with reference to and shall be governed by and construed in accordance with the laws of the State of Minnesota.

E. The provisions of this Agreement shall run with the real estate described above and shall inure to the benefit of and be binding upon the parties hereto and their respective, heirs, executors, representatives, successors and assigns.

CITY acknowledges that the Combination Note and Repayment Agreement and the mortgage to be assigned to the CITY are subject to the terms of a Master Subordination Agreement and Estoppel Certificate of even date herewith by and among BORROWER, the Partnership and MHFA.

This Combination Note and Repayment Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

In the event of the default hereunder, Lender’s sole remedy shall be to foreclose on the Project. In addition, the Lender shall not foreclose on the Mortgage securing this Combination Note and Repayment Agreement without the prior written approval of MHFA if there is a mortgage held by MHFA on the Project.

This Combination Note and Repayment Agreement shall not be sold, transferred, assigned, or pledged without the prior written consent of MHFA.

This Combination Note and Repayment Agreement shall not be amended without the prior written consent of MHFA or any successor holder of the MHFA mortgage on the Project.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this COMBINATION NOTE AND REPAYMENT AGREEMENT as of the day and year first above written.

BORROWER:

**SOUTHWEST MINNESOTA HOUSING
PARTNERSHIP**

By: _____
Kristie Blankenship, Chief Operating Officer

STATE OF MINNESOTA)
) ss.
COUNTY OF MURRAY)

This instrument was acknowledged before me on the ____ day of _____, 2022, by Kristie Blankenship, Chief Operating Officer of Southwest Minnesota Housing Partnership, a Minnesota non-profit corporation, on behalf of the non-profit corporation.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Southwest Minnesota Housing Partnership
2401 Broadway Avenue, Suite 4
Slayton, MN 56172
507-836-8673 x 401

EXHIBIT A

LEGAL DESCRIPTION

BR PROPERTIES – NORTH STATE APARTMENTS

Legal Description

NORTH STATE APARTMENTS

Lot 3, Block 1, Wagner Addition, Waseca, Minnesota, according to the plat thereof on file and of record in the office of the County Recorder, Waseca County, Minnesota.

BR PROPERTIES

Beginning at the southwest corner of Block 3, North Ridge, as the same is platted and recorded in the office of the County Recorder of Waseca County, Minnesota; thence North 00 degrees 00 minutes 01 seconds west 208.71 feet on the west line of Block 3 in said North Ridge; thence South 89 degrees 42 minutes 27 seconds east 161.00 feet; thence south 00 degrees 00 minutes 01 seconds east 208.71 feet to the south line of Block 3 of said North Ridge; thence north 89 degrees 42 minutes 27 seconds west 161.00 feet on said south line, to the point of beginning, being part of Block 3, North Ridge, Waseca, Minnesota; All bearings in the foregoing description being referred to the south line of Block 3 as north 89 degrees 42 minutes 27 seconds west, Waseca County, Minnesota.

EXHIBIT B
PERMITTED ENCUMBRANCES

(reserved for mortgage tax payment data)

(reserved for recording data)

MORTGAGE REGISTRY TAX DUE:

This instrument is exempt from registration tax under Section 287.04 of Minnesota Statutes.

MORTGAGE

(\$600,000)

THIS MORTGAGE is made this ____ day of _____, 2022 by and between **RD PROPERTIES 2017 LIMITED PARTNERSHIP**, a Minnesota limited partnership (“Mortgagor”) and **SOUTHWEST MINNESOTA HOUSING PARTNERSHIP**, a Minnesota non-profit corporation (“Mortgagee”).

WITNESSETH:

1. Grant of Mortgage. Mortgagor mortgages to Mortgagee all of Mortgagor’s right, title and interest, now owned and hereafter acquired, in the following described premises situated in **Waseca County**, State of Minnesota, legally described in Exhibit A attached hereto and incorporated herein (the “Real Property”), together with all policies of insurance, abstracts of title, all improvements now or hereafter located on property, all easements, rights, appurtenances, tenements, hereditaments, rents, issues, income royalties, mineral, oil and gas rights and profits, water and water rights or stock now and hereafter applicable to the described real property, and all fixtures, equipment, construction materials, trees, shrubs, other landscaping materials, fences and all other property and appurtenances now or hereafter placed on or attached to the Real Property, including replacements and additions thereto (collectively, the “Property”).
2. Obligation Secured. This Mortgage is given in consideration of and as security for the payment of, and complete and timely performance of all terms, conditions and requirements applicable to a Loan, supported by a Combination Note and Repayment Agreement dated even date herewith (the “Note”), as the same may be amended, in the principal sum of Six Hundred

Thousand and No/100 Dollars (\$600,000.00) (the “Secured Obligation”) which is due and payable on December 31, 2052.

3. Taxes and Assessments. Mortgagor covenants and agrees to pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Mortgage. Mortgagor shall pay these obligations on time directly to the person or government agency owed payment, before the same shall become delinquent. Mortgagor shall promptly furnish to Mortgagee all notices of amounts to be paid under this paragraph. If Mortgagee requires, Mortgagor shall promptly furnish to Mortgagee receipts evidencing the payments. In the event of any legislative enactment or judicial action after the date hereof imposing upon Mortgagee the obligation to pay any tax, assessment or charge, or deducting the lien of this Mortgage from the value of the Property for the purpose of taxation, or changing in any way the laws now in force for the taxation of mortgages, or debts secured thereby, for federal, state or local purposes, or the manner of the operation of any such taxes so as to adversely affect the interest of Mortgagee, then, and in such event, Mortgagor shall bear and pay the full amount of such taxes, assessments or charges before penalty attaches for non-payment thereof; provided, that if for any reason payment by Mortgagor of any such taxes, assessments or charges would be unlawful, or if the payment thereof would constitute usury or render the Secured Obligations or any other indebtedness secured hereby wholly or partially usurious or uncollectible under any of the terms or provisions of this Mortgage, the Promissory Note, or otherwise, then Mortgagee, at its option, may declare the Promissory Note and indebtedness secured hereby, with interest thereon, to be immediately due and payable, or Mortgagee, at its option, may pay that amount or portion of such taxes, assessments or charges, as renders the Secured Obligations hereby unlawful or usurious or uncollectible, in which event Mortgagor will concurrently therewith pay the remaining portion or balance of said taxes, assessments or charges.
4. Liens. Mortgagor shall promptly discharge any lien other than the lien of this Mortgage and any encumbrances listed on Exhibit B in any Master Subordination Agreement or title policy issued to Mortgagor of even date herewith or otherwise approved by Mortgagee, whether or not such lien is inferior to the lien of this Mortgage unless Mortgagor:
 - a) Agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Mortgagee; or
 - b) Contests in good faith the lien by, or defense against enforcement of the lien in, legal proceedings which in Mortgagee’s opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property.

In case of Mortgagor’s failure to pay the taxes or assessments before the same become delinquent, or failure to pay liens, Mortgagee, its successors or assigns may do so, and the amount so paid, with interest at the highest rate applicable to the then existing Secured Obligations, from the date of payment, shall be added to and deemed a part of the Secured Obligations secured by this Mortgage.

5. Insurance. Mortgagor covenants and agrees to keep all buildings and improvements, if any, upon the Property safely insured against loss by fire and other casualties as set forth in Section 3 of the Note for the benefit of Mortgagee.

All insurance policies and renewals shall include a standard mortgage clause. If Mortgagee requires, Mortgagor shall promptly give to Mortgagee all receipts of paid premiums and renewal notices. In the event of loss, Mortgagor shall give prompt notice to the insurance company and Mortgagee. Mortgagee may make proof of loss and adjust the claim if it so desires. Unless Mortgagee and Mortgagor agree otherwise in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Mortgagee's security is not lessened. If the restoration or repair is not economically feasible using the insurance proceeds and any other available funds or Mortgagee's security would be lessened, the insurance proceeds shall be applied to the secured obligations, whether or not then due, with any excess paid to Mortgagor. If applied in reduction of the Secured Obligations, the application of insurance proceeds shall be made to the Secured Obligations in such manner as Mortgagee shall determine, whether the same is due or not. In the event of foreclosure hereunder, Mortgagee shall have the right to assign the insurance policies to the foreclosure sale purchaser or other purchaser of the Property. In case of Mortgagor's failure to pay insurance premiums, Mortgagee, its successors or assigns, may do so, and the amount so paid, with interest at the highest rate applicable to the then existing Secured Obligations, from the date of payment, shall be added to and deemed a part of the Secured Obligations secured by this Mortgage.

6. Additional Covenants. Mortgagor covenants and agrees with Mortgagee: (a) to pay to Mortgagee the principal sums of money and interest owed at the specified times for payment; (b) to commit or permit no waste on the Property, to demolish or remove from the Property no building or improvement without the written consent of Mortgagee; (c) to properly complete any improvements which now or in the future may be under construction on the Property and to keep and maintain the Property in good repair; (d) to comply promptly at the expense of Mortgagor with all laws, statutes, ordinances, regulations, restrictions and covenants affecting the Property in any manner whatsoever; (e) to pay, or cause to be paid directly to Mortgagee, the full amount of any award or compensation for the taking or damaging by condemnation proceedings under the power of eminent domain of all or any part of the Property, subject to the rights of any senior lienholders, if it is not feasible to rebuild the Property with such funds and any other funds that may be available for such purpose, the payments to be applied to the Secured Obligations in the manner determined by Mortgagee; (f) to permit Mortgagee, either upon Mortgagor's abandonment of the Property or failure to comply with any of the foregoing covenants, to enter upon the Property without notice for the purpose of protecting the lien of this Mortgage or preserving the Property; and (g) to pay all expenses and reasonable attorneys' fees incurred by Mortgagee in the course of protecting its lien or preserving the Property to the extent permitted by law; regardless of whether suit is commenced; and (h) to reports to the Mortgagee as may be reasonably request by the Mortgagee, in a format requested by the Mortgagee, on all properties receiving assistance in the form of acquisition rehabilitation, the rehabilitation of residential and commercial properties and the development of new residential and commercial units.
7. Possession of Property. Mortgagor is entitled to possession of the Property at all times during the term of this Mortgage unless the Property is abandoned by Mortgagor or an Event of Default occurs.
8. Default. Any one or more of the following shall be an Event of Default under this Mortgage:

- a) Mortgagor shall fail to pay, as and when due and payable, any installments of principal or interest due on the Secured Obligations and such failure shall continue for ten (10) days after the due date and written notice from Mortgagee of such failure;
- b) Mortgagor shall fail to pay, as and when due and payable, all taxes, assessments, charges, fines and impositions, or insurance premiums, or any other sums to be paid by Mortgagor as required under this Mortgage;
- c) Mortgagor shall fail to keep, perform and observe any other covenant, condition or agreement in this Mortgage, and any other instrument or document evidencing the Secured Obligations, and such failure shall continue unremedied for thirty (30) days after written notice of such failure has been given by Mortgagee to Mortgagor, or such additional time as is reasonably necessary to cure the failure, provided that Mortgagor commences cure during the 30-day period and diligently pursues the same;
- d) The Property, or any part thereof, shall be sold, conveyed, transferred, encumbered or full possessory rights therein transferred; this provision shall apply to each and every sale, transfer, conveyance or encumbrance regardless of whether or not Mortgagee has consented or waived its rights, whether by action or omission, in connection with any previous sale, transfer, conveyance or encumbrance; provided, however, this provision shall not apply to (i) a taking by eminent domain unless it is a total taking in the sense that a substantial portion is vested in the condemning authority, or use of the Property for its presently designated purposes is substantially impaired, (ii) space lease of an apartment within the Property, and (iii) a transfer of partnership interests in Borrower; or
- e) If Borrower defaults pursuant to Section 4 of the Note.

Notwithstanding anything to the contrary contained herein, or in the Loan Documents, Mortgagor's investor limited partner shall have the right to cure defaults of Borrower, but shall have no obligation to do so.

9. Remedies. Upon the occurrence of any Event of Default, Mortgagee may, at its option, exercise one or more of the following rights and remedies (and any other rights and remedies available to it):
- a) Mortgagee may, by written notice to Mortgagor, declare immediately due and payable all unmaturing indebtedness secured by this Mortgage, and the same shall thereupon be immediately due and payable, without further notice or demand.
 - b) Mortgagee may (and is hereby authorized and empowered to) foreclose this Mortgage by action or advertisement, pursuant to the statutes of the State of Minnesota in such case made and provided, power being expressly granted to sell the Property at public auction and convey the same to the purchaser in fee simple and, out of the proceeds arising from such sale, to pay all indebtedness secured hereby with interest, and all legal costs and charges of such foreclosure and the maximum attorneys' fees permitted by law, which costs, charges and fees Mortgagor agrees to pay.

10. Cumulative Remedies. All of Mortgagee's remedies upon default shall be cumulative and not exclusive, nor in limitation of any of Mortgagee's rights and remedies under any other instrument or document executed by Mortgagor. Mortgagee's failure to exercise any right, remedy, power or option, however often, shall not constitute a waiver of any right, remedy, power or option, and shall not estop Mortgagee from exercising the same at any time.
11. Inspection. Mortgagee or its agent may make reasonable entries upon and inspections of the Property prior to the occurrence of default upon three (3) business days' notice, and after the occurrence of default without prior notice. Mortgagee shall give Mortgagor notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
12. Governing Law. This Mortgage is made and is to be construed under the laws of the State of Minnesota. The unenforceability or invalidity of any provision or provisions of this Mortgage as to persons or circumstances shall not render that provision or those provisions unenforceable or invalid as to any other persons or circumstances, and all provisions, in all other respects, shall remain valid and enforceable.
13. Successors and Assigns. Each and every grant, assignment, reservation, covenant, condition, power, privilege, provision and clause contained in this Mortgage shall inure to the benefit of and be binding upon the respective heirs, personal representatives, executors, administrators, successors and assigns of Mortgagor and Mortgagee.
14. Address for Notice. Any notice given hereunder shall be sent postage prepaid, registered or certified mail, addressed as follows:

If to Mortgagor: RD Properties 2017 Limited Partnership
 2401 Broadway Avenue, Suite 4
 Slayton, MN 56172-1142
 Attn: Chad Adams

With a copy to: Cinnaire Fund for Housing Limited Partnership 38
 1118 S. Washington Avenue
 Lansing, MI 48910
 Attn: Brett Oumedian

With a copy to: Clark Hill PLC
 212 E. Cesar Chavez Avenue
 Lansing, MI 48906
 Attn: Ted S. Rozeboom

If to Mortgagee: Southwest Minnesota Housing Partnership
 2401 Broadway Avenue
 Slayton, MN 56172-1142
 Attn: Chief Executive Officer
15. Recourse. This Loan shall be recourse against the Borrower and its partners.
16. Rider. The Loan Rider attached hereto as Exhibit B is incorporated herein.

17. MHFA Requirements. The Lender, for itself and its successors and assigns, covenants and agrees that it will not commence procedures to foreclose on this Mortgage without the prior written consent of Minnesota Housing Finance Agency (“MHFA”) if there is a mortgage held by MHFA on the Real Property.

So long as MHFA is the holder of a mortgage on the Real Property:

- (a) This Mortgage shall not be amended without the prior written consent of MHFA; and
- (b) This Mortgage shall not be sold, transferred, assigned, or pledged without the prior written consent of MHFA.

Mortgagee acknowledges that this Mortgage is subject to the terms of a Master Subordination Agreement and Estoppel Certificate of even date herewith by and among Mortgagor, Mortgagee, and MHFA.

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EXHIBIT A

LEGAL DESCRIPTION

BR PROPERTIES – NORTH STATE APARTMENTS

Legal Description

NORTH STATE APARTMENTS

Lot 3, Block 1, Wagner Addition, Waseca, Minnesota, according to the plat thereof on file and of record in the office of the County Recorder, Waseca County, Minnesota.

BR PROPERTIES

Beginning at the southwest corner of Block 3, North Ridge, as the same is platted and recorded in the office of the County Recorder of Waseca County, Minnesota; thence North 00 degrees 00 minutes 01 seconds west 208.71 feet on the west line of Block 3 in said North Ridge; thence South 89 degrees 42 minutes 27 seconds east 161.00 feet; thence south 00 degrees 00 minutes 01 seconds east 208.71 feet to the south line of Block 3 of said North Ridge; thence north 89 degrees 42 minutes 27 seconds west 161.00 feet on said south line, to the point of beginning, being part of Block 3, North Ridge, Waseca, Minnesota; All bearings in the foregoing description being referred to the south line of Block 3 as north 89 degrees 42 minutes 27 seconds west, Waseca County, Minnesota.

EXHIBIT B

PERMITTED ENCUMBRANCES

Liens and encumbrances listed in the Master Subordination Agreement of even date herewith and in the title policy issued to Mortgagee of even date herewith.

EXHIBIT C

LOAN RIDER (Mortgage)

THIS RIDER is attached to and made a part of the promissory note and the mortgage or other document(s) evidencing, securing and governing a loan in the amount of Six Hundred Thousand and No/100 Dollars (\$600,000.00) (the “Loan”) made by **SOUTHWEST MINNESOTA HOUSING PARTNERSHIP** (“Mortgagee”) to **RD PROPERTIES 2017 LIMITED PARTNERSHIP** (“Mortgagor”) for the rehabilitation of a 24-unit residential rental apartment building located in Waseca, Minnesota known as North State Apartments and a 16-unit residential rental apartment building located in Waseca, Minnesota known as BR Properties (the “Project”). The limited partnership’s development of the Project, whether or not identified as Mortgagor or Borrower, is sometimes referred to herein as the “Partnership”. The First Amended and Restated Limited Partnership Agreement continuing the Partnership is referred to herein as the “Partnership Agreement”.

The parties hereto agree that the following covenants, terms and conditions shall be part of and shall modify or supplement each of the documents evidencing or securing the disbursement of the Loan (the “Loan Documents”), and that in the event of any inconsistency or conflict between the covenants, terms, and conditions of the Loan Documents and this Rider, the following covenants, terms and conditions shall control and prevail:

1. **Partner Change.** The withdrawal, transfer, removal, and/or replacement of a partner of the Borrower pursuant to the terms of the Partnership Agreement shall not constitute a default under any of the Loan Documents, and any such actions shall not accelerate the maturity of the Loan, nor require the consent of the Mortgagee. The Partnership Agreement may be amended without the consent of Mortgagee in order to evidence such assignments or transfers.
2. **Monetary Default.** If a monetary event of default occurs under the terms of any of the Loan Documents, prior to exercising any remedies thereunder, Mortgagee shall give Mortgagor and Mortgagor’s investor limited partner written notice of such default at the address provided by the Borrower as indicated in the Loan Documents or as hereafter provided. Mortgagor and Mortgagor’s investor limited partner shall have a period of seven (7) days after such notice is given within which to cure the default prior to exercise of remedies by Mortgagee under the Loan Documents, or such longer period of time as may be specified in the Loan Documents. Mortgagor’s investor limited partner shall have the right to cure defaults of Mortgagor, but shall have no obligation to do so.
3. **Non-Monetary Default.** If a non-monetary event of default occurs under the terms of any of the Loan Documents, prior to exercising any remedies thereunder Mortgagee shall give Mortgagor and Mortgagor’s investor limited partner written notice of such default at the address provided by the Mortgagor as indicated in the Loan Documents or as hereafter provided. If the default is reasonably capable of being cured within thirty (30) days, Mortgagor and Mortgagor’s investor limited partner shall have such period to effect a cure prior to exercise of remedies by Mortgagee under the Loan Documents, or such longer period of time as may be specified in the Loan Documents. If the default is such that it is not reasonably capable of being cured within thirty (30) days or such longer period if so specified, and if Mortgagor or Mortgagor’s investor limited partner (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then Mortgagor and Mortgagor’s

investor limited partner shall have such additional time as is agreed to in writing by the Mortgagee and Mortgagor or Mortgagor's investor limited partner to cure the default prior to exercise of any remedies by the Mortgagee. Mortgagor's investor limited partner shall have the right to cure defaults of Mortgagor but shall have no obligation to do so.

4. **Casualty, Condemnation, Etc.** In the event of any fire or other casualty to the Project or eminent domain proceedings resulting in condemnation of the Project or any part thereof, and, subject to the availability of insurance and or condemnation proceeds, Mortgagor shall have the right to rebuild the Project, and to use all available insurance or condemnation proceeds therefore, provided that (a) such proceeds are sufficient to keep the Loan in balance and rebuild the Project in a manner that provides adequate security to Mortgagee for repayment of the Loan or if such proceeds are insufficient then Mortgagor shall have funded any deficiency, (b) Mortgagee shall have the right to approve plans and specifications for any major rebuilding and the right to approve disbursements of insurance or condemnation proceeds for rebuilding under a construction escrow or similar arrangement, and (c) no material default then exists under the Loan Documents. If the casualty or condemnation affects only part of the Project and total rebuilding is infeasible, then proceeds may be used for partial rebuilding and partial repayment of the Loan in a manner that provides adequate security to the Mortgagee for repayment of the remaining balance of the Loan.
5. **Force Majeure.** There shall be no default for construction delays beyond the reasonable control of Mortgagor, provided that such delays do not exceed one hundred eighty (180) days, or such longer period of time as may be specified in the Loan Documents.
6. **Purchase Rights.** The execution and delivery of the purchase option and right of first refusal agreement described in the Partnership Agreement shall not constitute a default under the Loan Documents or accelerate the maturity of the Loan thereunder. Any requisite consent of the Mortgagee to (a) the exercise of said purchase option and right of first refusal agreement by the project sponsor identified therein, and to (b) the assumption without penalty of Loan obligations by the project sponsor and the release of Mortgagor from such obligations, shall not be unreasonably withheld. Subject to any such consent requirement, the exercise of rights under such agreement shall not constitute a default or accelerate maturity of the Loan.
7. **Loan Assumption.** If the purchase option and right of first refusal agreement described in the Partnership Agreement is not exercised and the Project is sold subject to low-income housing use restrictions as contained in an existing regulatory or other recorded covenant, any requisite consent of Mortgagee to said sale, and to the assumption without penalty of loan obligations by the purchaser and the release of Mortgagor from such obligations, shall not be unreasonably withheld.
8. **Lender Approvals, Etc.** In any approval, consent, or other determination by the Mortgagee required under any of the Loan Documents, Mortgagee shall act reasonably and in good faith.
9. **Subordination.** The Mortgagee acknowledges that Mortgagor intends to enter into, or concurrently with the execution and delivery of the Loan Documents are entering into, an extended use agreement, which constitutes the extended low-income housing commitment described in Section 42(h)(6)(B) of the Internal Revenue Code, as amended. The Mortgagee agrees to subordinate the Loan and Mortgagee's rights under the Loan Documents executed in

conjunction therewith to the relevant provisions of said extended use agreement. This subordination is being made in consideration of the allocation of tax credits to the Project, absent which the development of the Project would not occur, and this mortgage loan would not be made.

In addition, the Mortgagee shall not foreclose on the Mortgage securing this Note without the prior written approval of Minnesota Housing Finance Agency (“MHFA”) if there is a mortgage held by MHFA on the Project.

Mortgagee acknowledges that this Note is subject to the terms of a Master Subordination Agreement and Estoppel Certificate of even date herewith by and among the Borrower, Holder, MHFA, and SWMHP RD Properties 2017 LLC (the “Master Subordination Agreement”) and any separate subordination agreement entered into by Rural Development. No payments may be made under this Note so long as any of the loans senior to the Mortgage securing this Note under the Master Subordination Agreement remain outstanding.

This Note shall not be sold, transferred, assigned or pledged without the prior written consent of MHFA.

This Note shall not be amended without the prior written consent of MHFA or any successor holder of the MHFA mortgage on the Project.

This Note shall be governed by and construed in accordance with the laws of the State of Minnesota.

10. **Notice.** The Mortgagee shall also give written notice of any Event of Default given to Borrower to Borrower’s investor limited partner, Cinnaire Fund for Housing Limited Partnership 38 (“Cinnaire”), 1118 S. Washington Avenue, Lansing, MI 48910, Attn: Brett Oumedian, with a copy to Clark Hill PLC, 212 E. Cesar Chavez Avenue, Lansing, MI 48906, Attn: Ted S. Rozeboom. Mortgagor’s investor limited partner shall have the right to cure any defaults of Mortgagor within the applicable cure time allotted to Mortgagor, plus an additional seven (7) days, but shall have no obligation to do so.
11. **Standstill.** Notwithstanding anything to the contrary set forth herein, or in any of the Loan Documents, whenever Cinnaire (or an affiliate thereof) is the investor limited partner of Borrower, and (b) the Lender is Southwest Minnesota Housing Partnership (“SWMHP”) or any entity controlled by SWMHP, Lender will not commence (i) foreclosure proceedings with respect to the mortgaged property under the Loan Documents or exercise any other rights or remedies it may have under the Loan Documents, including but not limited to accelerating the Loan, collecting rent, appoint (or seeking the appointment of) a receiver or exercising any remedies or rights thereunder, or (ii) join with any creditor in commencing any bankruptcy reorganization, arrangement, insolvency or liquidation proceeding with respect to the Borrower (the “Standstill Restrictions”). The Standstill Restrictions shall only be applicable during the “Tax Credit Compliance Period”, as that term is defined in Section 42 of the Internal Revenue Code.

(Top 3 inches reserved for recording data)

ASSIGNMENT OF MORTGAGE

DATE: _____, 2022

FOR VALUABLE CONSIDERATION, **SOUTHWEST MINNESOTA HOUSING PARTNERSHIP**, a non-profit corporation under the laws of Minnesota (“**Assignor**”), hereby sells, assigns, and transfers to the **CITY OF WASECA**, a Minnesota municipal corporation (“**Assignee**”), the Assignor’s interest in the Mortgage dated _____, 2022 (the “Mortgage”), executed by RD Properties 2017 Limited Partnership, a Minnesota limited partnership, as mortgagor (the “Partnership”), to Assignor, as mortgagee, and recorded on _____, as Document Number _____ (or in Book _____ of _____ Page _____), in the Office of the County Recorder Registrar of Titles of Waseca County, Minnesota, together with all right and interest in the Note and obligations therein specified and the debt thereby secured. Assignor represents that:

- (a) The outstanding principal balance due on the Promissory Note from the Partnership to the Assignor dated of even date herewith (the “Note”) is \$600,000;
- (b) The Note bears interest at .25% per annum and is due and payable on December 31, 2052;
- (c) The Mortgage has not been previously assigned, transferred or encumbered; and
- (d) Assignor has the right to sell, assign and transfer the Mortgage.

Upon written request by Assignor, on or after December 31, 2052, Assignee agrees to reassign the Mortgage to Assignor.

Check here if all or part of the described real property is Registered (Torrens)

[Signature Page Follows]



CITY OF WASECA

Request for City Council Action

Title:	ESTABLISHING BUDGET ALLOCATIONS FOR CITY OF WASECA AMERICAN RESCUE PLAN ACT FUNDS		
Meeting Date:	November 15, 2022	Agenda Item Number:	7C
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Resolution No. 22-58
Originating Department:	Finance	Presented By:	City Manager
Approved By City Manager: <input type="checkbox"/>	Proposed Action: 1) Adopt Resolution 22-58: Establishing Budget Allocations for City of Waseca American Rescue Plan Act Funds 2) Motion to re-allocate current designated water capital outlay funding to the Annexation and Growth Fund		
How does this item pertain to Vision 2030 goals?	Creating High Value Community Assets		

BACKGROUND: On March 11, 2021, the President of the United States signed into law the American Rescue Plan Act (ARPA) to provide continued relief from the impact of the COVID-19 pandemic. Approximately \$350 billion of the ARPA funding was allotted to assist state, local, tribal, and territory governments in responding to the COVID-19 pandemic. These funds are intended to provide support to local governments in responding to the impact of COVID-19 and in their efforts to contain COVID-19 in their communities, residents, and businesses.

Cities under 50,000 in population made a certification to Minnesota Management and Budget prior to accepting their allocation of funds. The City of Waseca received \$968,787.03.

Per the United States Treasury, eligible uses of Coronavirus State and Local Fiscal Recovery Funds (CLFRF) funding must fall into one of the following four categories:

- 1) Response to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality.
- 2) Response to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the State, territory, or Tribal/local government that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work.
- 3) For the provision of government services to the extent of the reduction in revenue of such State, territory, or Tribal/local government due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the State, territory, or Tribal government prior to the emergency.
- 4) To make necessary investment in water, sewer, or broadband infrastructure.

In February of 2022, Council approved plans to replace the water main along North State Street (Hwy 13) between 11th Avenue and 19th Avenue that was deteriorated and was experiencing a high number of breaks over the past few years. This section of water main had also been identified through modeling and analysis as a priority for upsizing to improve the overall water system operations throughout Waseca. Replacement of the deteriorated water main with new 16" pipe provided better fire protection and flow from the 1994 North Water Tower and City Well No. 5 and will resolve costly repairs and shutdowns of water service due to water main breaks along this corridor.

Staff has discussed with Council at prior city council meetings and work sessions to use the City's ARPA funding to fund this project as it is an eligible expense under the CLFRF funding, item 4, as listed above.

It is also suggested to the City Council to then re-allocate prior budgeted funds for this project to the annexation and growth fund for any future growth projects.

BUDGET IMPACT: The budget impact to the water utility will remain the same by using ARPA funding for the North State Watermain project and then re-allocate budgeted funds to the annexation and growth fund. This plan will provide additional funding to the annexation and growth fund for future development and growth projects.

ALTERNATIVES CONSIDERED: Use the ARPA funding for the North State Watermain project and not re-allocate current budgeted funds from the water fund to the annexation and growth fund. This will then provide an additional fund balance in the Water Utility to offset future capital outlay projects.

RECOMMENDATION: Staff recommends Council to Approve Resolution 22-58 – Establishing budget allocations for City of Waseca American Rescue Plan Act Funds to the Water Utility for the North State Watermain project.

Staff also recommends to re-allocate current budgeted funds of \$968,787 from the water fund to the annexation and growth fund.

RESOLUTION NO. 22-58

**A RESOLUTION ESTABLISHING BUDGET ALLOCATIONS FOR CITY OF WASECA
AMERICAN RESCUE PLAN ACT FUNDS (KWON AS ARPA FUNDS) RECEIVED
FROM THE FEDERAL GOVERNMENT THROUGH THE UNITED STATES
DEPARTMENT OF THE TREASURY**

WHEREAS, on March 11, 2021, the President of the United States signed into law the American Rescue Plan Act (ARPA) to provide continued relief from the impact of the COVID-19 pandemic; and,

WHEREAS, approximately \$350 billion of the ARPA funding was allotted to assist state, local, tribal, and territory governments in responding to the COVID-19 pandemic; and,

WHEREAS, funds received are required to be used in accordance with the Coronavirus Local Fiscal Recovery Fund (CLFRF) requirements as provided within the guidance issued by the United States Department of the Treasury:

- To respond to the public health emergency or its negative economic impacts.
- To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers.
- For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative the revenues collected in the most recent full fiscal year prior to the emergency.
- To make necessary investments in water, sewer, or broadband infrastructure; and,

WHEREAS, City of Waseca has received \$968,787.03 in funding, which was issued in two tranches.

NOW, THEREFORE, BE IT RESOLVED, City of Waseca City Council, does hereby adopt the budget of the American Rescue Plan Act to be used for making necessary investments in water infrastructure.

Adopted this 15th day of November 2022.

R.D. SRP
MAYOR

ATTEST:

JULIA HALL
CITY CLERK

Title:	Stormwater Project at 2 nd Ave and 2 nd St SW.		
Meeting Date:	November 15, 2022	Agenda Item Number:	City Manager's Report
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	
Originating Department:	Engineering	Presented By:	City Manager
Approved By City Manager: <input checked="" type="checkbox"/>			
How does this item pertain to Vision 2030 goals?	Maintaining High Quality Community Assets		

BACKGROUND: Deterioration of the storm sewer in the intersection of 2nd Ave SW and 2nd St SW has resulted in the development of a small sinkhole near the northeast corner of the intersection. The Cit plans to correct the physical causes of this problem by replacing the storm sewer in the intersection. With the intersection disturbed, the City also plans to replace the water main in the intersection and rebuild the street. Because this project is very small and is not linear in nature, staff is asking for Council direction on whether or not to utilize special assessments for the project. The attached drawing shows that the majority of the work will take place within the intersection and not in front of any specific property.

BUDGET IMPACT: The project is currently funded in the City's capital plan.

ALTERNATIVES CONSIDERED: Utilizing special assessments for the project.

RECOMMENDATION: Staff recommends that the City not utilize the special assessment process for this project and requests Council direction on how to proceed.

2nd Ave SW & 2nd St SW Intersection Reconstruction Project



Old Hwy 14

2nd St NW

State Hwy 13

2nd Ave SW

2nd Ave SW

2nd St SW

