

WORK SESSION- CAPITAL IMPROVEMENT PLAN (CIP) – 6:00 P.M.

REGULAR WASECA CITY COUNCIL MEETING

TUESDAY, OCTOBER 17TH, 2023, 7:00 PM

AGENDA

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

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

5. REQUESTS AND PRESENTATIONS
6. CONSENT AGENDA
 - A. Minutes: Council Meeting & Work Session –October 3, 2023
 - B. Payroll & Expenditures
 - C. Resolution 23-50 Residential Tax Abatement for 301 22nd Avenue NW
 - D. Resolution 23-51 Residential Tax Abatement for 1113 11th Avenue SE
7. ACTION AGENDA
 - A. Resolution 23-47: Johnson Land Purchase
 - B. Resolution 23-45: 611 & 615 4th Ave NE Variances
 - C. Resolution 23-48: Authorize Local Road Improvement Program (LRIP) Submittal for 8th St NE
 - D. Joint Powers Agreement for the South Central Drug Investigation Unit (SCDIU)
8. REPORTS
 - A. City Manager's Report
 - B. Commission Reports
9. ANNOUNCEMENTS
10. ADJOURNMENT

**MINUTES
WASECA CITY COUNCIL WORK SESSION
TUESDAY, OCTOBER 3, 2023, 6:30 P.M.**

CALL TO ORDER

The Waseca City Council Work Session began at 6:30 p.m.

ROLL CALL

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

Staff Present: Carl Sonnenberg, City Manager
Alicia Fischer, Finance/Human Resources Director
Julia Hall, City Clerk

PURPOSE

Review of the Special Revenue Funds, their purposes, funding sources, expenditures, and projected fund balances.

CONVERSATION

- Alicia Fischer presented information on the twelve special revenue funds in the City of Waseca.

This being a presentation with no action items, the work session adjourned at 7:02 p.m.

RANDY L. ZIMMERMAN
MAYOR

JULIA HALL
CITY CLERK

**MINUTES
REGULAR WASECA CITY COUNCIL MEETING
TUESDAY, OCTOBER 3, 2023, 7:00 P.M.**

CALL TO ORDER

1. The Regular Waseca City Council Meeting was called to order by Mayor Randy Zimmerman at 7:04 p.m.

ROLL CALL

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

Staff Present: Carl Sonnenberg, City Manager
Alicia Fischer, Finance/Human Resources Director
Julia Hall, City Clerk

MOMENT OF SILENT PRAYER/PLEDGE OF ALLEGIANCE

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

APPROVAL OF AGENDA

3. Councilmember Arndt made the motion to approve the agenda, seconded by Councilmember Schroeder. Motion carried 7-0.

PUBLIC COMMENT

4. None

REQUESTS AND PRESENTATIONS

5. None

CONSENT AGENDA

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

ACTION AGENDA

7. A. Councilmember Christiansen made the motion to move the first November 2023 meeting to Wednesday, November 8th, due to an Election the night of the regularly scheduled Council Meeting, seconded by Councilmember Schroeder. Motion carried 7-0.
- B. Public hearing for Resolution 23-39 Adopting the Miscellaneous Assessments.
Public Hearing Opened at 7:16 p.m.
Public Hearing Closed at 7:16 p.m. with no public comments.

A motion to approve Resolution 23-39 was made by Councilmember Schroeder, seconded by Councilmember Conrath. Motion carried 7-0.

- B. A motion to authorize bids for the Well Rehabilitation Project was made by Councilmember Mansfield, seconded by Councilmember Conrath. Motion carried 7-0

REPORTS

8. A. City Manager's Report:
1. None
- B. Commission Reports:
1. Airport Board: Councilmember Schroeder wanted to Thank Nate Willey, the City Engineer, and Brent Langer, the airport FBO. Also reported that the dip in the runway has been fixed, and card readers are ready. A spring start for the hangar project. They reviewed their 20-year Capital Improvement Plan (CIP). They implemented a policy for the courtesy vehicle that was donated to the airport.
2. Fire Relief: Councilmember Conrath reported that "Treats on Streets" will be held on October 26th, and they will have the burger basket sale again. They discussed the relief conference that members attended. The Chili feed turnout was okay; the attendance may have been lower due to the warm weather that evening.
1. Heritage Preservation Commission: Councilmember Ebertowski reported that they held a special meeting on September 25th to review a request for a downtown business to change the front of their building in the Historic District, which was approved. They also went over regular business and a review of the Minnesota Preservation Conference that two members attended.

ANNOUNCEMENTS

9. A. Councilmember Christiansen:
Thank you to the electric workers for 3rd Street SW, who had a couple of citizens give compliments on their hard work.
- B. Councilmember Ebertowski:
Pheasant opener is October 14th, have fun, and be safe.
- C. Councilmember Schroeder:
Have a safe homecoming, and welcome back, class of 1993.
- D. Mayor Zimmerman:
Prayers to Bill Green and his family.

ADJOURNMENT

10. There being no further business to be brought before the Council, Councilmember Arndt moved to adjourn the meeting at 7:28 p.m., seconded by Conrath. Motion carried 6-1. (Nay Ebertowski)

RANDY L. ZIMMERMAN
MAYOR

JULIA HALL
CITY CLERK

Micah Foster

6B

LIST OF EXPENDITURES

October 17, 2023

Carl S. [Signature]

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City Council	0.00
Streets	29,200.35
Parks	14,889.79
Wastewater	11,465.33
Utility Administration	5,525.94
Utility Offices	8,065.67
Electric	15,709.76
Water	4,896.84
Building and Code Compliance	3,007.70
Police	70,068.39
Administration	0.00
Community Aides	453.18
Fire	6,880.79
Paid On Call Fire Department	6,426.22
PEG	168.50
Election Judges	0.00
Finance	13,182.29
Community Development	2,301.74
Engineering	17,178.54
Recreation	2,508.74
Econ Development	<u>3,151.65</u>

Total Gross Payroll	215,081.42
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*Less- Payroll Deductions	<u>(71,902.59)</u>
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Net Payroll Cost	\$ 143,178.83
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*These costs are included in Accounts Payable totals below

Accounts Payable

Utility deposit refunds dated:10/03/2023

Includes check #'s159695-159704

Expenditures dated:

September 29, 2023-October 12, 2023

Includes check #'s 159694, 159705-159741

Bank ACH Withdrawals.....	<u>1,125,001.56</u>
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GRAND TOTAL EXPENDITURES	<u>\$ 1,268,180.39</u>
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Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
General Fund						
10/05/2023	102308	ACH Internal Revenue Service	FEDERAL WITHHOLDING TAX Pay Period: 10/1/2023	101-21701-0000	19,328.85	M
Total 101217010000:					19,328.85	
10/05/2023	102304	MN Department of Revenue	STATE WITHHOLDING TAX Pay Period: 10/1/2023	101-21702-0000	9,523.11	M
Total 101217020000:					9,523.11	
10/05/2023	102308	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 10/1/2023	101-21703-0000	8,149.57	M
10/05/2023	102308	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 10/1/2023	101-21703-0000	8,565.51	M
Total 101217030000:					16,715.08	
10/05/2023	102305	Public Employees Retirement Assn (ACH	Rounding for payroll ending 10/1/23	101-21704-0000	.03	M
10/05/2023	102305	Public Employees Retirement Assn (ACH	PERA COORD Emplr 1% Pay Period: 10/1/2023	101-21704-0000	1,307.15	M
10/05/2023	102305	Public Employees Retirement Assn (ACH	PERA COORDINATED Employee Pay Period: 10/1/202	101-21704-0000	8,496.57	M
10/05/2023	102305	Public Employees Retirement Assn (ACH	PERA POLICE Employee Pay Period: 10/1/2023	101-21704-0000	8,455.72	M
10/05/2023	102305	Public Employees Retirement Assn (ACH	PERA COORDINATED Employer Pay Period: 10/1/202	101-21704-0000	8,496.57	M
10/05/2023	102305	Public Employees Retirement Assn (ACH	PERA POLICE Employer Pay Period: 10/1/2023	101-21704-0000	12,683.55	M
Total 101217040000:					39,439.59	
10/05/2023	159705	IBEW	IBEW UNION DUES Pay Period: 10/1/2023	101-21707-0000	282.47	
10/05/2023	159706	IUOE Local #70	FIRE UNION DUES Pay Period: 10/1/2023	101-21707-0000	154.50	
10/05/2023	159706	IUOE Local #70	IUOE UNION DUES Pay Period: 10/1/2023	101-21707-0000	527.50	
10/05/2023	159707	Law Enforcement Labor Services	POLICE SGT/LT DUES Pay Period: 10/1/2023	101-21707-0000	135.00	
10/05/2023	159707	Law Enforcement Labor Services	POLICE UNION DUES Pay Period: 10/1/2023	101-21707-0000	810.00	
Total 101217070000:					1,909.47	
10/05/2023	159710	MN Life	Youngberg COBRA October 2023	101-21710-0000	16.50	
10/05/2023	159710	MN Life	Grotberg COBRA October 2023	101-21710-0000	93.75	
10/05/2023	159710	MN Life	Dodson COBRA October 2023	101-21710-0000	44.10	
10/05/2023	159710	MN Life	LIFE INSURANCE MN Pay Period: 10/1/2023	101-21710-0000	662.35	
10/05/2023	159710	MN Life	LIFE INSURANCE MN Pay Period: 10/1/2023	101-21710-0000	1,064.25	
Total 101217100000:					1,880.95	
10/05/2023	102308	ACH Internal Revenue Service	MEDICARE Pay Period: 10/1/2023	101-21712-0000	2,853.90	M
10/05/2023	102308	ACH Internal Revenue Service	MEDICARE Pay Period: 10/1/2023	101-21712-0000	2,951.17	M
Total 101217120000:					5,805.07	
10/05/2023	102309	MSRS- (DEF COMP)	MSRS - ROTH (AFTER TAX) Pay Period: 10/1/2023	101-21713-0000	1,325.00	M
10/05/2023	102309	MSRS- (DEF COMP)	MSRS - DEF COMP Pay Period: 10/1/2023	101-21713-0000	1,049.00	M
Total 101217130000:					2,374.00	
10/05/2023	102307	Vantagepoint Transfer Agents 457	ICMA - ROTH (AFTER TAX) Pay Period: 10/1/2023	101-21714-0000	350.00	M
10/05/2023	102307	Vantagepoint Transfer Agents 457	ICMA DEF COMPENSATION Pay Period: 10/1/2023	101-21714-0000	603.43	M
Total 101217140000:					953.43	
10/12/2023	102316	Medsurety	Flex Reimbursement	101-21716-0000	156.25	M
10/05/2023	102301	Medsurety	VEBA Contributions Pay Period: 10/1/2023	101-21716-0000	10,547.45	M

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
10/05/2023	102302	Medsurety	HSA Contribution Pay Period: 10/1/2023	101-21716-0000	1,872.27	M
10/05/2023	102303	Medsurety	HSA Contribution Pay Period: 10/1/2023	101-21716-0000	8,507.74	M
Total 101217160000:					21,083.71	
10/05/2023	102306	MN Child Support Payment Center	CHILD SUPPORT FLAT AMT Pay Period: 10/1/2023	101-21717-0000	1,005.07	M
Total 101217170000:					1,005.07	
10/05/2023	159709	Metropolitan Life Insurance Company	Bruder COBRA October 2023	101-21719-0000	28.20	
10/05/2023	159709	Metropolitan Life Insurance Company	Gedicke COBRA October 2023	101-21719-0000	28.20	
10/05/2023	159709	Metropolitan Life Insurance Company	Grotberg COBRA October 2023	101-21719-0000	28.20	
10/05/2023	159709	Metropolitan Life Insurance Company	Schult COBRA October 2023	101-21719-0000	57.66	
10/05/2023	159709	Metropolitan Life Insurance Company	Meyer COBRA October 2023	101-21719-0000	57.66	
10/05/2023	159709	Metropolitan Life Insurance Company	DENTAL EE + CHLDRN Pay Period: 10/1/2023	101-21719-0000	153.20	
10/05/2023	159709	Metropolitan Life Insurance Company	DENTAL SINGLE Employee Pay Period: 10/1/2023	101-21719-0000	394.80	
10/05/2023	159709	Metropolitan Life Insurance Company	DENTAL FAMILY Employee Pay Period: 10/1/2023	101-21719-0000	884.00	
10/05/2023	159709	Metropolitan Life Insurance Company	DENTAL EE + SPOUSE Pay Period: 10/1/2023	101-21719-0000	461.28	
Total 101217190000:					2,093.20	
10/05/2023	102310	VSP	Grotberg COBRA October 2023	101-21722-0000	6.77	M
10/05/2023	102310	VSP	Bruder COBRA October 2023	101-21722-0000	6.77	M
10/05/2023	102310	VSP	Spies COBRA October 2023	101-21722-0000	6.77	M
10/05/2023	102310	VSP	Rugger COBRA October 2023	101-21722-0000	12.23	M
10/05/2023	102310	VSP	VISION FAMILY Employee Pay Period: 10/1/2023	101-21722-0000	148.33	M
10/05/2023	102310	VSP	Schult COBRA October 2023	101-21722-0000	12.23	M
10/05/2023	102310	VSP	VISION SINGLE Employee Pay Period: 10/1/2023	101-21722-0000	81.24	M
10/05/2023	102310	VSP	VISION + ONE Employee Pay Period: 10/1/2023	101-21722-0000	110.07	M
Total 101217220000:					384.41	
10/12/2023	159729	MN Department of Labor & Industry	3rd Qtr bldg permit surcharge to state	101-32280-0000	1,391.50	
Total 101322800000:					1,391.50	
10/12/2023	20230819	Christiansen, Mark	Technology Reimbursement	101-41110-3200	97.35	
Total 101411103200:					97.35	
10/12/2023	20230837	Martin-McAllister	Management Coaching	101-41320-3000	350.00	
Total 101413203000:					350.00	
10/12/2023	159732	Shred-it USA LLC	Monthly shred service	101-41320-3100	23.28	
10/12/2023	20230852	U.S. Bank - CC	Coffe and Breakfast with Lisa Pennau	101-41320-3100	42.30	
Total 101413203100:					65.58	
10/12/2023	20230852	U.S. Bank - CC	LMC Clerks Conference	101-41320-3300	326.86	
Total 101413203300:					326.86	
10/12/2023	20230845	Sonnenberg, Carl	Reimbursement of MN City Management Dues	101-41320-4330	172.41	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101413204330:					172.41
10/12/2023	20230854	Waseca Area Chamber of Commerce	Employee Recognition-Srp & Fliflet	101-41320-4930	75.00
Total 101413204930:					75.00
10/12/2023	20230812	A. H. Hermel Company	Pop for Vending Machine	101-41320-4945	50.81
Total 101413204945:					50.81
10/05/2023	159708	Madison National Life Insurance Co Inc	October 2023 LTD	101-41500-1340	60.23
Total 101415001340:					60.23
10/12/2023	102311	Medsurety	Admin fees	101-41500-1600	207.00 M
Total 101415001600:					207.00
10/12/2023	20230813	Amazon	Label Tape	101-41500-2000	39.99
10/12/2023	20230813	Amazon	Personnel File Folders	101-41500-2000	25.98
Total 101415002000:					65.97
10/12/2023	20230852	U.S. Bank - CC	GFOA Annual GAAP Update	101-41500-3300	135.00
Total 101415003300:					135.00
10/12/2023	20230814	APG Media of So MN LLC	Request for insurance quotes	101-41500-3400	25.00
10/12/2023	20230814	APG Media of So MN LLC	Public hearing on misc assessments	101-41500-3400	25.00
Total 101415003400:					50.00
10/12/2023	20230825	Flaherty & Hood PA	September Legal Fees	101-41600-3000	1,531.25
10/12/2023	20230833	Kennedy & Kennedy Law Office	September Legal Fees	101-41600-3000	1,339.00
Total 101416003000:					2,870.25
10/12/2023	20230841	Pantheon Computer Systems Inc.	2023 Maintenance Agreement	101-41920-3100	6,621.02
Total 101419203100:					6,621.02
10/12/2023	20230852	U.S. Bank - CC	Monthly subscription fee	101-41920-4950	142.96
Total 101419204950:					142.96
10/12/2023	20230829	Innovative Office Supply	Office supplies-central	101-41940-2000	24.04
Total 101419402000:					24.04
10/12/2023	20230812	A. H. Hermel Company	Coffee for breakroom	101-41940-2170	151.54
10/12/2023	159715	Cintas Corporation	First Aid Cabinet supplies	101-41940-2170	61.88
10/12/2023	20230829	Innovative Office Supply	Breakroom supplies	101-41940-2170	148.61
Total 101419402170:					362.03

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
10/12/2023	159713	Cintas Corp	Floor Mats	101-41940-3100	58.79	
10/12/2023	159716	Culligan	RO Lease	101-41940-3100	31.85	
10/12/2023	159730	Orkin Pest Control	City Hall Pest Control	101-41940-3100	109.99	
10/12/2023	159730	Orkin Pest Control	City Hall Pest Control	101-41940-3100	109.99	
10/12/2023	20230847	Stoltz Cleaning Services LLC	City Hall Cleaning	101-41940-3100	475.00	
10/12/2023	20230847	Stoltz Cleaning Services LLC	City hall cleaning	101-41940-3100	475.00	
10/12/2023	20230857	Waste Management of Southern MN	Monthly Service	101-41940-3100	227.58	
Total 101419403100:					1,488.20	
10/12/2023	102313	City of Waseca	September Utilities	101-41940-3800	1,480.35	M
Total 101419403800:					1,480.35	
10/05/2023	159708	Madison National Life Insurance Co Inc	October 2023 LTD	101-41950-1340	13.10	
10/05/2023	159708	Madison National Life Insurance Co Inc	October 2023 LTD	101-41950-1340	24.72	
Total 101419501340:					37.82	
10/12/2023	20230852	U.S. Bank - CC	Water, Coffee, snacks for gaiter lake meeting	101-41950-2170	33.02	
Total 101419502170:					33.02	
10/12/2023	102312	Verizon Wireless	Monthly Billing	101-41950-3200	20.60	M
Total 101419503200:					20.60	
10/12/2023	20230814	APG Media of So MN LLC	Planning commission hearing on Nelson Variance	101-41950-3400	44.17	
10/12/2023	20230814	APG Media of So MN LLC	Ad for Planning Commision opening	101-41950-3400	30.00	
Total 101419503400:					74.17	
10/05/2023	159708	Madison National Life Insurance Co Inc	October 2023 LTD	101-42100-1340	449.76	
Total 101421001340:					449.76	
10/12/2023	20230829	Innovative Office Supply	Office Supplies - Police	101-42100-2000	51.99	
Total 101421002000:					51.99	
10/12/2023	20230852	U.S. Bank - CC	Fuel for squad in Bloomington at Conference-exp of chil	101-42100-2120	55.47	
10/12/2023	159738	Waseca County Highway Department	Monthly billing	101-42100-2120	2,908.82	
Total 101421002120:					2,964.29	
10/12/2023	159715	Cintas Corporation	First Aid PD	101-42100-2170	31.67	
10/12/2023	20230852	U.S. Bank - CC	Mailed fingerprints of potential employee/stamps for PD	101-42100-2170	14.79	
10/12/2023	20230852	U.S. Bank - CC	Car Wash for Marching Band Parade	101-42100-2170	14.00	
10/12/2023	20230852	U.S. Bank - CC	Mailed kit to BCA	101-42100-2170	17.45	
Total 101421002170:					77.91	
10/12/2023	20230849	Streicher's	Uniform - Harren	101-42100-2180	64.99	
10/12/2023	20230849	Streicher's	uniform expense - Markeson	101-42100-2180	56.00	
10/12/2023	20230849	Streicher's	uniform expense - Markeson	101-42100-2180	70.00	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101421002180:					190.99
10/12/2023	20230852	U.S. Bank - CC	three 20rd Mags for new DMR	101-42100-2190	48.51
Total 101421002190:					48.51
10/12/2023	159726	Manthe Garage Doors	garage door repair - PD	101-42100-2230	404.87
Total 101421002230:					404.87
10/12/2023	159730	Orkin Pest Control	Orkin - Police	101-42100-3000	108.99
Total 101421003000:					108.99
10/12/2023	159713	Cintas Corp	Mats - PD	101-42100-3100	8.99
10/12/2023	159713	Cintas Corp	Mats - PD	101-42100-3100	8.99
10/12/2023	159716	Culligan	Culligan Police	101-42100-3100	32.95
10/12/2023	159732	Shred-it USA LLC	Monthly shred service	101-42100-3100	23.28
10/03/2023	159694	Soldo Consulting P.C	PD Assessment	101-42100-3100	9,928.84
10/12/2023	20230857	Waste Management of Southern MN	Monthly Service	101-42100-3100	120.53
Total 101421003100:					10,123.58
10/12/2023	102312	Verizon Wireless	Monthly Billing	101-42100-3200	1,065.49 M
10/12/2023	102312	Verizon Wireless	Monthly Billing	101-42100-3200	41.20 M
Total 101421003200:					1,106.69
10/12/2023	20230852	U.S. Bank - CC	Peer Support Training	101-42100-3300	100.00
10/12/2023	20230852	U.S. Bank - CC	Stopping online predators Training	101-42100-3300	495.00
Total 101421003300:					595.00
10/12/2023	102313	City of Waseca	September Utilities	101-42100-3800	790.44 M
Total 101421003800:					790.44
10/12/2023	159735	Thomson Reuters - West	CLEAR - WPD	101-42100-4330	294.82
Total 101421004330:					294.82
10/12/2023	20230852	U.S. Bank - CC	Refund of double charge for hotdogs night to unite	101-42100-4640	457.60-
10/12/2023	20230854	Waseca Area Chamber of Commerce	2023 Career & College Expo	101-42100-4640	25.00
Total 101421004640:					432.60-
10/12/2023	20230848	Stoltz, Jon	Voluntary Separation Payout	101-42100-4650	500.00
Total 101421004650:					500.00
10/05/2023	159708	Madison National Life Insurance Co Inc	October 2023 LTD	101-42200-1340	51.04
Total 101422001340:					51.04
10/12/2023	20230829	Innovative Office Supply	Toner for fire	101-42200-2000	255.01

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101422002000:					255.01
10/12/2023	159738	Waseca County Highway Department	Monthly billing	101-42200-2120	291.21
Total 101422002120:					291.21
10/12/2023	20230818	Central Fire Protection Inc.	Extinguisher recharge	101-42200-2160	31.00
Total 101422002160:					31.00
10/12/2023	159715	Cintas Corporation	First Aid Fire	101-42200-2170	49.07
10/12/2023	20230839	Napa Auto Parts	Parts	101-42200-2170	52.21
10/12/2023	20230852	U.S. Bank - CC	General Supplies	101-42200-2170	76.81
10/12/2023	20230856	Waseca Hardware LLC	Parts & Supplies	101-42200-2170	25.98
Total 101422002170:					204.07
10/12/2023	159711	Aspen Mills Inc	Uniform Allowance-Bruegger	101-42200-2180	285.57
Total 101422002180:					285.57
10/12/2023	159731	Phase	Patient Lift Device	101-42200-2190	1,674.00
Total 101422002190:					1,674.00
10/12/2023	159713	Cintas Corp	Mats - FD	101-42200-3100	8.98
10/12/2023	159713	Cintas Corp	Mats - FD	101-42200-3100	8.98
10/12/2023	20230857	Waste Management of Southern MN	Monthly Service	101-42200-3100	120.53
Total 101422003100:					138.49
10/12/2023	102312	Verizon Wireless	Monthly Billing	101-42200-3200	46.20 M
Total 101422003200:					46.20
10/12/2023	20230852	U.S. Bank - CC	Hotel for MSFDA Conference-Sexton	101-42200-3300	427.36
10/12/2023	20230852	U.S. Bank - CC	Hotel for MSFDA Conference-Gallagher	101-42200-3300	427.36
Total 101422003300:					854.72
10/12/2023	102313	City of Waseca	September Utilities	101-42200-3800	790.44 M
10/12/2023	102313	City of Waseca	September Utilities	101-42200-3800	44.27 M
Total 101422003800:					834.71
10/05/2023	159708	Madison National Life Insurance Co Inc	October 2023 LTD	101-42400-1340	24.05
10/05/2023	159708	Madison National Life Insurance Co Inc	October 2023 LTD	101-42400-1340	6.81
Total 101424001340:					30.86
10/12/2023	20230820	City Building Inspection Services LLC	Building Inspections	101-42400-3000	7,147.45
Total 101424003000:					7,147.45
10/12/2023	20230834	Lenz Lawn Care & Landscaping Inc.	Mow/Trim 600 5th St SE	101-42400-3100	175.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101424003100:					175.00
10/12/2023	102312	Verizon Wireless	Monthly Billing	101-42400-3200	41.20 M
Total 101424003200:					41.20
10/12/2023	20230842	Personalized Printing Inc.	Inspection Notices	101-42400-3500	138.70
Total 101424003500:					138.70
10/05/2023	159708	Madison National Life Insurance Co Inc	October 2023 LTD	101-43000-1340	7.02
10/05/2023	159708	Madison National Life Insurance Co Inc	October 2023 LTD	101-43000-1340	102.48
Total 101430001340:					109.50
10/12/2023	159738	Waseca County Highway Department	Monthly billing	101-43000-2120	55.67
Total 101430002120:					55.67
10/12/2023	102312	Verizon Wireless	Monthly Billing	101-43000-3200	41.20 M
Total 101430003200:					41.20
10/12/2023	20230852	U.S. Bank - CC	CEAM membership and webinar registration	101-43000-4330	100.00
Total 101430004330:					100.00
10/05/2023	159708	Madison National Life Insurance Co Inc	October 2023 LTD	101-43100-1340	74.47
10/05/2023	159708	Madison National Life Insurance Co Inc	October 2023 LTD	101-43100-1340	3.31
10/05/2023	159708	Madison National Life Insurance Co Inc	October 2023 LTD	101-43100-1340	3.88
Total 101431001340:					81.66
10/12/2023	159738	Waseca County Highway Department	Monthly billing	101-43100-2120	2,612.11
10/12/2023	159738	Waseca County Highway Department	Monthly billing	101-43100-2120	135.94
Total 101431002120:					2,748.05
10/12/2023	20230813	Amazon	Safety glasses	101-43100-2170	53.17
10/12/2023	159712	Auto Value Waseca	Parts	101-43100-2170	33.99
10/12/2023	20230839	Napa Auto Parts	Parts	101-43100-2170	9.77
10/12/2023	20230844	Sanco Equipment LLC	concrete buggy rental	101-43100-2170	235.00
10/12/2023	20230856	Waseca Hardware LLC	Parts & Supplies	101-43100-2170	74.79
10/12/2023	159740	Waterville Building Center LLC	Lumber	101-43100-2170	65.52
Total 101431002170:					472.24
10/12/2023	159714	Cintas Corporation	Uniform Service	101-43100-2180	92.25
Total 101431002180:					92.25
10/12/2023	20230857	Waste Management of Southern MN	Monthly Service	101-43100-3100	203.33
Total 101431003100:					203.33

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
10/12/2023	102313	City of Waseca	September Utilities	101-43100-3800	44.27	M
10/12/2023	102313	City of Waseca	September Utilities	101-43100-3800	799.78	M
Total 101431003800:					844.05	
10/05/2023	159708	Madison National Life Insurance Co Inc	October 2023 LTD	101-43125-1340	22.18	
10/05/2023	159708	Madison National Life Insurance Co Inc	October 2023 LTD	101-43125-1340	3.31	
10/05/2023	159708	Madison National Life Insurance Co Inc	October 2023 LTD	101-43125-1340	1.16	
Total 101431251340:					26.65	
10/05/2023	159708	Madison National Life Insurance Co Inc	October 2023 LTD	101-43170-1340	4.75	
10/05/2023	159708	Madison National Life Insurance Co Inc	October 2023 LTD	101-43170-1340	.25	
Total 101431701340:					5.00	
10/12/2023	20230856	Waseca Hardware LLC	Parts & Supplies	101-43170-2170	31.98	
Total 101431702170:					31.98	
10/12/2023	159733	Sir Lines-A-Lot	2023 Street Striping	101-43170-3100	8,847.30	
Total 101431703100:					8,847.30	
10/12/2023	102313	City of Waseca	September Utilities	101-43170-3800	170.75	M
Total 101431703800:					170.75	
10/05/2023	159708	Madison National Life Insurance Co Inc	October 2023 LTD	101-43220-1340	7.92	
10/05/2023	159708	Madison National Life Insurance Co Inc	October 2023 LTD	101-43220-1340	.41	
Total 101432201340:					8.33	
10/05/2023	159708	Madison National Life Insurance Co Inc	October 2023 LTD	101-45130-1340	13.04	
Total 101451301340:					13.04	
10/12/2023	20230839	Napa Auto Parts	Parts	101-45130-2170	27.52	
10/12/2023	20230852	U.S. Bank - CC	Hard surface tape & Protective tape for waterpark	101-45130-2170	231.69	
10/12/2023	20230856	Waseca Hardware LLC	Parts & Supplies	101-45130-2170	52.95	
Total 101451302170:					312.16	
10/12/2023	159720	Hy-Vee Accounts Receivable	WP Birthday Cake	101-45130-2500	24.99	
Total 101451302500:					24.99	
10/12/2023	102313	City of Waseca	September Utilities	101-45130-3800	5,542.21	M
Total 101451303800:					5,542.21	
10/12/2023	20230834	Lenz Lawn Care & Landscaping Inc.	TLCF Turf Insecticide Application	101-45180-3100	663.75	
Total 101451803100:					663.75	
10/12/2023	102314	Mediacom	TLCF Communications	101-45180-3200	303.16	M

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101451803200:					303.16
10/05/2023	159708	Madison National Life Insurance Co Inc	October 2023 LTD	101-45200-1340	79.76
Total 101452001340:					79.76
10/12/2023	20230827	H & J Fuel Inc	fuel	101-45200-2120	1,899.50
10/12/2023	159738	Waseca County Highway Department	Monthly billing	101-45200-2120	1,648.72
Total 101452002120:					3,548.22
10/12/2023	159712	Auto Value Waseca	Parts	101-45200-2170	7.49
10/12/2023	159715	Cintas Corporation	First Aid Cabinet supplies - parks	101-45200-2170	63.35
10/12/2023	20230821	Condon Farm Service	Seed	101-45200-2170	113.40
10/12/2023	159716	Culligan	Park Dept Water	101-45200-2170	31.00
Total 101452002170:					215.24
10/12/2023	20230856	Waseca Hardware LLC	Parts & Supplies	101-45200-2210	14.45
Total 101452002210:					14.45
10/12/2023	20230816	Border States Electric Supply	Oak Park Court light timer clock	101-45200-2230	98.06
10/12/2023	159722	Janesville Tile Supply	CLP Tile work around Johnson Pav	101-45200-2230	51.00
10/12/2023	20230852	U.S. Bank - CC	Fence Repair materials	101-45200-2230	11.77
10/12/2023	20230856	Waseca Hardware LLC	Parts & Supplies	101-45200-2230	272.80
Total 101452002230:					433.63
10/12/2023	20230856	Waseca Hardware LLC	Parts & Supplies	101-45200-2400	11.99
Total 101452002400:					11.99
10/12/2023	20230831	Jobs Plus Inc.	City Parks - September Jobs Plus	101-45200-3100	1,202.46
10/12/2023	159739	Waseca County Landfill	Landfill Fees - Brush	101-45200-3100	120.00
10/12/2023	159739	Waseca County Landfill	Landfill Fees - Brush	101-45200-3100	40.00
10/12/2023	159739	Waseca County Landfill	landfill fees	101-45200-3100	202.29
10/12/2023	20230857	Waste Management of Southern MN	Monthly Service	101-45200-3100	31.74
10/12/2023	20230857	Waste Management of Southern MN	September - Parks Waste Management	101-45200-3100	1,387.30
10/12/2023	20230857	Waste Management of Southern MN	WP Waste Management	101-45200-3100	333.65
Total 101452003100:					3,317.44
10/12/2023	20230852	U.S. Bank - CC	Brett & Jolene Pesticide recert class	101-45200-3300	290.00
Total 101452003300:					290.00
10/12/2023	102313	City of Waseca	September Utilities	101-45200-3800	528.03 M
10/12/2023	102313	City of Waseca	September Utilities	101-45200-3800	57.48 M
Total 101452003800:					585.51
10/12/2023	20230852	U.S. Bank - CC	Tree Watering Bags	101-45200-4000	450.89
10/12/2023	20230852	U.S. Bank - CC	Ballfield Bleacher Boards, supports and t-posts	101-45200-4000	818.66
10/12/2023	159739	Waseca County Landfill	Dog Park Dirt Project	101-45200-4000	228.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
10/12/2023	159739	Waseca County Landfill	Dog Park Dirt Project	101-45200-4000	240.50
10/12/2023	159739	Waseca County Landfill	Dog Park Dirt Project	101-45200-4000	229.75
10/12/2023	159739	Waseca County Landfill	Dog Park dirt project	101-45200-4000	273.75
10/12/2023	159739	Waseca County Landfill	Dog Park dirt/top soil project	101-45200-4000	252.50
10/12/2023	159739	Waseca County Landfill	Dog Park dirt/top soil project	101-45200-4000	281.25
10/12/2023	159739	Waseca County Landfill	Dog Park dirt/top soil project	101-45200-4000	295.50
10/12/2023	159739	Waseca County Landfill	Dog Park dirt/top soil project	101-45200-4000	325.75
10/12/2023	159739	Waseca County Landfill	Dog Park dirt/top soil project	101-45200-4000	290.25
10/12/2023	159739	Waseca County Landfill	Dog Park dirt/top soil project	101-45200-4000	302.50
10/12/2023	159739	Waseca County Landfill	Dog Park dirt/top soil project	101-45200-4000	299.75
10/12/2023	159739	Waseca County Landfill	Dog Park dirt/top soil project	101-45200-4000	291.50
10/12/2023	159739	Waseca County Landfill	Dog Park dirt/top soil project	101-45200-4000	338.75
10/12/2023	159739	Waseca County Landfill	Dog Park dirt/top soil project	101-45200-4000	307.50
10/12/2023	159739	Waseca County Landfill	Dog Park dirt/top soil project	101-45200-4000	287.25
10/12/2023	159739	Waseca County Landfill	Dog Park dirt/top soil project	101-45200-4000	263.75
10/12/2023	159739	Waseca County Landfill	Dog Park dirt/top soil project	101-45200-4000	264.75
10/12/2023	159739	Waseca County Landfill	Dog Park dirt/top soil project	101-45200-4000	375.75
10/12/2023	159739	Waseca County Landfill	Dog Park dirt/top soil project	101-45200-4000	283.00
10/12/2023	159739	Waseca County Landfill	Dog Park dirt/top soil project	101-45200-4000	332.25
10/12/2023	159739	Waseca County Landfill	Dog Park Dirt Project	101-45200-4000	303.50
Total 101452004000:					7,337.05
10/12/2023	20230843	Rent 'N' Save Portable Services	August Parks - Portable Toilets	101-45200-4100	817.50
Total 101452004100:					817.50
10/12/2023	159730	Orkin Pest Control	Library-Pest control	101-45500-3100	91.99
10/12/2023	159730	Orkin Pest Control	Library-Pest control	101-45500-3100	91.99
10/12/2023	20230847	Stoltz Cleaning Services LLC	Library Cleaning	101-45500-3100	250.00
10/12/2023	20230847	Stoltz Cleaning Services LLC	Library Cleaning	101-45500-3100	250.00
10/12/2023	20230857	Waste Management of Southern MN	Library service	101-45500-3100	86.43
Total 101455003100:					770.41
10/12/2023	102313	City of Waseca	September Utilities	101-45500-3800	1,043.94 M
Total 101455003800:					1,043.94
10/12/2023	20230830	Javens Mechanical Contracting Co.	Library Boiler	101-45500-4000	543.89
Total 101455004000:					543.89
Total General Fund:					207,878.88
Airport					
10/12/2023	159740	Waterville Building Center LLC	Materials for "X's" to close airport runway	230-49810-2170	183.60
Total 230498102170:					183.60
10/12/2023	20230816	Border States Electric Supply	Bulb replacement in the Airport Terminal Building	230-49810-2230	168.30
10/12/2023	20230856	Waseca Hardware LLC	Parts & Supplies	230-49810-2230	41.96
Total 230498102230:					210.26
10/12/2023	20230833	Kennedy & Kennedy Law Office	September Legal Fees	230-49810-3000	324.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 230498103000:					324.00
10/12/2023	102313	City of Waseca	September Utilities	230-49810-3800	99.83 M
Total 230498103800:					99.83
10/12/2023	159727	Minnesota Pump Works	Airport sewer pump replacement	230-49810-4000	2,565.00
Total 230498104000:					2,565.00
10/12/2023	159737	W W Blacktopping Inc.	Runway dip repairs - mill and overlay	230-49810-5300	23,740.00
Total 230498105300:					23,740.00
Total Airport:					27,122.69
Hisorical Preservation					
10/12/2023	20230852	U.S. Bank - CC	HPC Registration for Preserve Conference-Anderson	255-46500-3300	125.00
10/12/2023	20230852	U.S. Bank - CC	HPC Registration for Preserve Conference-Forrest	255-46500-3300	125.00
Total 255465003300:					250.00
Total Hisorical Preservation:					250.00
Economic Development-General f					
10/12/2023	159734	Southside Marine and More LLC	Southside & More Loan disbursement	261-11590-0000	50,000.00
Total 261115900000:					50,000.00
10/12/2023	159734	Southside Marine and More LLC	Southside & More Loan origination fee	261-36250-0000	500.00-
Total 261362500000:					500.00-
10/05/2023	159708	Madison National Life Insurance Co Inc	October 2023 LTD	261-46700-1340	11.16
Total 261467001340:					11.16
10/12/2023	20230825	Flaherty & Hood PA	September Legal Fees	261-46700-3000	2,800.00
Total 261467003000:					2,800.00
10/12/2023	102312	Verizon Wireless	Monthly Billing	261-46700-3200	20.60 M
Total 261467003200:					20.60
10/12/2023	159723	Junior Achievement	EDA Contribution	261-46700-4330	2,000.00
Total 261467004330:					2,000.00
Total Economic Development-General f:					54,331.76
Capital Improvement					
10/12/2023	20230846	Stantec Consulting Services Inc	Construction Inspection	430-43010-5435	1,541.10

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 430430105435:					1,541.10
10/12/2023	159739	Waseca County Landfill	Dirt for seeding around new 6th St SW ADA ramps	430-43010-5460	351.25
10/12/2023	159739	Waseca County Landfill	Dirt for seeding around new 2nd Ave NW ADA ramps	430-43010-5460	357.25
Total 430430105460:					708.50
10/12/2023	159737	W W Blacktopping Inc.	Repair cracks in Clear Lake Trail	430-43010-5560	22,000.00
Total 430430105560:					22,000.00
Total Capital Improvement:					24,249.60
Gaiter Lake Land Development					
10/12/2023	20230846	Stantec Consulting Services Inc	Eng Services - GLLD Concept Layout & Feasibility Repo	437-46340-3000	14,370.35
Total 437463403000:					14,370.35
Total Gaiter Lake Land Development:					14,370.35
Water					
10/12/2023	20230817	Boss Supply Inc.	Parts for wells	601-49401-2230	166.52
Total 601494012230:					166.52
10/12/2023	102313	City of Waseca	September Utilities	601-49401-3800	12,037.71 M
Total 601494013800:					12,037.71
10/05/2023	102308	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 10/1/2023	601-49430-0000	415.94 M
10/05/2023	102308	ACH Internal Revenue Service	MEDICARE Pay Period: 10/1/2023	601-49430-0000	97.27 M
Total 601494300000:					513.21
10/05/2023	159708	Madison National Life Insurance Co Inc	October 2023 LTD	601-49430-1340	1.58
10/05/2023	159708	Madison National Life Insurance Co Inc	October 2023 LTD	601-49430-1340	.08
10/05/2023	159708	Madison National Life Insurance Co Inc	October 2023 LTD	601-49430-1340	14.51
10/05/2023	159708	Madison National Life Insurance Co Inc	October 2023 LTD	601-49430-1340	20.76
Total 601494301340:					36.93
10/12/2023	159738	Waseca County Highway Department	Monthly billing	601-49430-2120	247.94
Total 601494302120:					247.94
10/12/2023	20230823	Core & Main LP	FITTINGS	601-49430-2170	1,076.26
10/12/2023	20230856	Waseca Hardware LLC	Parts & Supplies	601-49430-2170	10.98
Total 601494302170:					1,087.24
10/12/2023	20230852	U.S. Bank - CC	Styrofoam sheet for #4 well	601-49430-2210	48.87
Total 601494302210:					48.87
10/12/2023	20230823	Core & Main LP	Main repair sleeve	601-49430-2230	891.61

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
10/12/2023	20230823	Core & Main LP	FITTINGS	601-49430-2230	117.00
10/12/2023	159717	Dakota Supply Group Inc	Main repair sleeve (2)	601-49430-2230	941.34
10/12/2023	20230852	U.S. Bank - CC	Bungy straps, hydrant water deflectors	601-49430-2230	81.99
Total 601494302230:					2,031.94
10/12/2023	20230826	Gopher State One-Call Inc	Location calls - September	601-49430-3100	40.95
10/12/2023	20230853	Utility Consultants Inc	Total Coliform sampling	601-49430-3100	207.96
Total 601494303100:					248.91
10/12/2023	102312	Verizon Wireless	Monthly Billing	601-49430-3200	40.01 M
Total 601494303200:					40.01
10/12/2023	20230852	U.S. Bank - CC	Payment for exam	601-49430-3300	255.00
Total 601494303300:					255.00
10/05/2023	159708	Madison National Life Insurance Co Inc	October 2023 LTD	601-49585-1340	16.12
Total 601495851340:					16.12
10/12/2023	20230838	MAS Communications Inc.	Answering Service - October	601-49585-3200	56.37
Total 601495853200:					56.37
10/05/2023	159708	Madison National Life Insurance Co Inc	October 2023 LTD	601-49586-1340	3.63
10/05/2023	159708	Madison National Life Insurance Co Inc	October 2023 LTD	601-49586-1340	14.58
10/05/2023	159708	Madison National Life Insurance Co Inc	October 2023 LTD	601-49586-1340	7.02
Total 601495861340:					25.23
10/12/2023	20230814	APG Media of So MN LLC	Hydrant Flushing	601-49586-3200	190.00
Total 601495863200:					190.00
10/12/2023	20230841	Pantheon Computer Systems Inc.	2023 Maintenance Agreement	601-49586-4950	945.86
Total 601495864950:					945.86
10/12/2023	20230846	Stantec Consulting Services Inc	Well Project Design	601-49593-5300	6,340.50
Total 601495935300:					6,340.50
10/12/2023	159736	United Systems & Software Inc	Encoded 100W-R ERT (90)	601-49593-5400	8,758.16
Total 601495935400:					8,758.16
Total Water:					33,046.52
Sanitary Sewer					
10/05/2023	159708	Madison National Life Insurance Co Inc	October 2023 LTD	602-49470-1340	28.52
10/05/2023	159708	Madison National Life Insurance Co Inc	October 2023 LTD	602-49470-1340	3.31
10/05/2023	159708	Madison National Life Insurance Co Inc	October 2023 LTD	602-49470-1340	1.49

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Total 602494701340:					33.32	
10/12/2023	20230826	Gopher State One-Call Inc	Location calls - September	602-49470-3100	40.95	
Total 602494703100:					40.95	
10/12/2023	102312	Verizon Wireless	Monthly Billing	602-49470-3200	40.01	M
10/12/2023	102312	Verizon Wireless	Monthly Billing	602-49470-3200	120.03	M
10/12/2023	102312	Verizon Wireless	Monthly Billing	602-49470-3200	80.02	M
Total 602494703200:					240.06	
10/12/2023	20230852	U.S. Bank - CC	Refund for training because of membership	602-49470-3300	25.00-	
Total 602494703300:					25.00-	
10/12/2023	102313	City of Waseca	September Utilities	602-49470-3800	1,043.88	M
Total 602494703800:					1,043.88	
10/12/2023	20230815	Batteries Plus Bulbs	phone dialer batteries	602-49470-4020	74.70	
10/12/2023	20230856	Waseca Hardware LLC	Parts & Supplies	602-49470-4020	12.30	
Total 602494704020:					87.00	
10/05/2023	159708	Madison National Life Insurance Co Inc	October 2023 LTD	602-49480-1340	3.17	
10/05/2023	159708	Madison National Life Insurance Co Inc	October 2023 LTD	602-49480-1340	.17	
10/05/2023	159708	Madison National Life Insurance Co Inc	October 2023 LTD	602-49480-1340	70.87	
Total 602494801340:					74.21	
10/12/2023	159738	Waseca County Highway Department	Monthly billing	602-49480-2120	169.32	
Total 602494802120:					169.32	
10/12/2023	159719	Hawkins Inc	Chlorine & Sulfur	602-49480-2170	3,458.60	
10/12/2023	20230852	U.S. Bank - CC	Lab supplies	602-49480-2170	123.95	
Total 602494802170:					3,582.55	
10/12/2023	20230832	John Henry Foster Minnesota Inc.	Oil and Oil Filter	602-49480-2210	441.76	
10/12/2023	20230850	Temple Electric Motor Service Inc	Electric Motor	602-49480-2210	1,225.00	
Total 602494802210:					1,666.76	
10/12/2023	20230852	U.S. Bank - CC	Tarp Repair for SNDR Tank	602-49480-2230	28.00	
Total 602494802230:					28.00	
10/12/2023	20230839	Napa Auto Parts	Parts	602-49480-2240	296.08	
Total 602494802240:					296.08	
10/12/2023	20230846	Stantec Consulting Services Inc	NPDES Permit Implementation	602-49480-3000	704.00	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 602494803000:					704.00
10/12/2023	159713	Cintas Corp	Floor Mats	602-49480-3100	9.60
10/12/2023	159715	Cintas Corporation	First Aid Cabinet supplies	602-49480-3100	29.83
10/12/2023	20230830	Javens Mechanical Contracting Co.	Javens Service Contract	602-49480-3100	382.34
10/12/2023	20230830	Javens Mechanical Contracting Co.	Javens Service Contract	602-49480-3100	203.56
10/12/2023	20230836	M & R Electric Inc.	electric wiring for WAS/SNDR valves	602-49480-3100	854.10
10/12/2023	20230853	Utility Consultants Inc	UC Labs	602-49480-3100	2,378.59
10/12/2023	20230857	Waste Management of Southern MN	wwtp garbage	602-49480-3100	408.45
Total 602494803100:					4,266.47
10/12/2023	102312	Verizon Wireless	Monthly Billing	602-49480-3200	43.27 M
Total 602494803200:					43.27
10/12/2023	20230852	U.S. Bank - CC	Hotel for Water Class	602-49480-3300	442.44
Total 602494803300:					442.44
10/12/2023	102313	City of Waseca	September Utilities	602-49480-3800	486.09 M
Total 602494803800:					486.09
10/05/2023	159708	Madison National Life Insurance Co Inc	October 2023 LTD	602-49585-1340	16.12
Total 602495851340:					16.12
10/12/2023	20230838	MAS Communications Inc.	Answering Service - October	602-49585-3200	56.36
Total 602495853200:					56.36
10/05/2023	159708	Madison National Life Insurance Co Inc	October 2023 LTD	602-49586-1340	3.63
10/05/2023	159708	Madison National Life Insurance Co Inc	October 2023 LTD	602-49586-1340	14.58
Total 602495861340:					18.21
10/12/2023	20230825	Flaherty & Hood PA	September Legal Fees	602-49586-3000	832.50
Total 602495863000:					832.50
10/12/2023	20230841	Pantheon Computer Systems Inc.	2023 Maintenance Agreement	602-49586-4950	945.86
Total 602495864950:					945.86
Total Sanitary Sewer:					15,048.45
Electric Utility					
10/12/2023	102315	SMMPA	SMMPA Power	604-49550-3810	505,350.78 M
Total 604495503810:					505,350.78
10/05/2023	159708	Madison National Life Insurance Co Inc	October 2023 LTD	604-49570-1340	3.05

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Total 604495701340:					3.05	
10/12/2023	102313	City of Waseca	September Utilities	604-49570-3800	75.92	M
Total 604495703800:					75.92	
10/05/2023	159708	Madison National Life Insurance Co Inc	October 2023 LTD	604-49571-1340	72.07	
Total 604495711340:					72.07	
10/12/2023	159738	Waseca County Highway Department	Monthly billing	604-49571-2120	917.75	
Total 604495712120:					917.75	
10/12/2023	20230856	Waseca Hardware LLC	Parts & Supplies	604-49571-2170	26.97	
Total 604495712170:					26.97	
10/12/2023	20230840	Owatonna Shoe Company	Safety Boots - Roessler & Huebl	604-49571-2190	570.00	
Total 604495712190:					570.00	
10/12/2023	20230826	Gopher State One-Call Inc	Location calls - September	604-49571-3100	40.95	
10/12/2023	20230847	Stoltz Cleaning Services LLC	Electric room cleaning	604-49571-3100	20.00	
10/12/2023	20230847	Stoltz Cleaning Services LLC	Electric room cleaning	604-49571-3100	20.00	
10/12/2023	20230852	U.S. Bank - CC	Tep service 2t Barden's Bar	604-49571-3100	36.00	
Total 604495713100:					116.95	
10/12/2023	102312	Verizon Wireless	Monthly Billing	604-49571-3200	120.03	M
Total 604495713200:					120.03	
10/05/2023	159708	Madison National Life Insurance Co Inc	October 2023 LTD	604-49572-1340	7.11	
Total 604495721340:					7.11	
10/05/2023	159708	Madison National Life Insurance Co Inc	October 2023 LTD	604-49573-1340	13.20	
Total 604495731340:					13.20	
10/05/2023	159708	Madison National Life Insurance Co Inc	October 2023 LTD	604-49574-1340	4.06	
Total 604495741340:					4.06	
10/12/2023	102313	City of Waseca	September Utilities	604-49574-3800	142.90	M
10/12/2023	159741	Xcel Energy	Monthly Service	604-49574-3800	561.84	
Total 604495743800:					704.74	
10/12/2023	102313	City of Waseca	September Utilities	604-49575-3800	779.45	M
Total 604495753800:					779.45	
10/05/2023	159708	Madison National Life Insurance Co Inc	October 2023 LTD	604-49584-1340	2.03	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 604495841340:					2.03
10/05/2023	159708	Madison National Life Insurance Co Inc	October 2023 LTD	604-49585-1340	29.03
Total 604495851340:					29.03
10/12/2023	20230838	MAS Communications Inc.	Answering Service - October	604-49585-3200	56.36
Total 604495853200:					56.36
10/05/2023	159708	Madison National Life Insurance Co Inc	October 2023 LTD	604-49586-1340	3.93
10/05/2023	159708	Madison National Life Insurance Co Inc	October 2023 LTD	604-49586-1340	15.02
Total 604495861340:					18.95
10/12/2023	159728	MN Department of Commerce	Electric Territory Filing	604-49586-3000	567.91
Total 604495863000:					567.91
10/12/2023	159732	Shred-it USA LLC	Monthly shred service	604-49586-3100	23.27
Total 604495863100:					23.27
10/12/2023	20230841	Pantheon Computer Systems Inc.	2023 Maintenance Agreement	604-49586-4950	945.86
Total 604495864950:					945.86
10/12/2023	20230816	Border States Electric Supply	conversion supplies	604-49593-5300	107.50
10/12/2023	20230816	Border States Electric Supply	conversion supplies	604-49593-5300	564.78
Total 604495935300:					672.28
10/12/2023	20230835	Locators & Supplies Inc.	locator	604-49593-5400	4,834.00
Total 604495935400:					4,834.00
Total Electric Utility:					515,911.77
Storm Water Utility					
10/05/2023	159708	Madison National Life Insurance Co Inc	October 2023 LTD	651-43140-1340	3.02
10/05/2023	159708	Madison National Life Insurance Co Inc	October 2023 LTD	651-43140-1340	15.84
10/05/2023	159708	Madison National Life Insurance Co Inc	October 2023 LTD	651-43140-1340	.83
Total 651431401340:					19.69
10/12/2023	102313	City of Waseca	September Utilities	651-43140-3800	81.90 M
Total 651431403800:					81.90
10/05/2023	159708	Madison National Life Insurance Co Inc	October 2023 LTD	651-49585-1340	3.22
Total 651495851340:					3.22
Total Storm Water Utility:					104.81

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Central Garage Services					
10/05/2023	159708	Madison National Life Insurance Co Inc	October 2023 LTD	701-43180-1340	56.19
Total 701431801340:					56.19
10/12/2023	20230822	Continental Research Corporation	penetrating spray	701-43180-2170	320.34
10/12/2023	20230828	Huber Supply Co Inc	tank rental	701-43180-2170	16.50
10/12/2023	20230839	Napa Auto Parts	Parts	701-43180-2170	2.28
Total 701431802170:					339.12
10/12/2023	159712	Auto Value Waseca	Parts	701-43180-2210	840.47
10/02/2023	20230602	Dave's Body Shop	Right Mirror Replacement	701-43180-2210	292.17- V
10/12/2023	159718	Dave's Body Shop	Right Mirror Replacement	701-43180-2210	292.17
10/12/2023	159725	MacQueen Equipment Inc.	sweeper parts	701-43180-2210	370.24
10/12/2023	20230839	Napa Auto Parts	Parts	701-43180-2210	298.86
10/12/2023	20230844	Sanco Equipment LLC	skidloader filters	701-43180-2210	807.73
10/12/2023	20230844	Sanco Equipment LLC	bobcat field service	701-43180-2210	941.62
10/12/2023	20230844	Sanco Equipment LLC	bobcat field service	701-43180-2210	492.83
10/12/2023	20230844	Sanco Equipment LLC	bobcat field service	701-43180-2210	545.61
10/12/2023	20230851	Titan Machinery	loader hyd. filter	701-43180-2210	185.44
10/12/2023	20230855	Waseca Glass LLC	install window in loader	701-43180-2210	390.00
Total 701431802210:					4,872.80
10/12/2023	20230839	Napa Auto Parts	Parts	701-43180-2400	5.90
10/12/2023	20230856	Waseca Hardware LLC	Parts & Supplies	701-43180-2400	34.06
Total 701431802400:					39.96
10/12/2023	20230852	U.S. Bank - CC	Monthly diagnostic program fee	701-43180-3100	161.66
Total 701431803100:					161.66
Total Central Garage Services:					5,469.73
Property and Liability Insuran					
10/12/2023	20230824	First National Insurance	Agency Fee	702-49955-3000	800.00
Total 702499553000:					800.00
10/12/2023	159724	League of MN Cities Insurance Trust	4th Qtr Liability	702-49955-3610	11,260.38
Total 702499553610:					11,260.38
10/12/2023	159724	League of MN Cities Insurance Trust	4th Qtr Property	702-49955-3620	20,909.62
Total 702499553620:					20,909.62
Total Property and Liability Insuran:					32,970.00
Worker's Compensation Insuranc					
10/12/2023	159724	League of MN Cities Insurance Trust	4th Qtr Work Comp	703-49956-1510	78,185.00
Total 703499561510:					78,185.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total Worker's Compensation Insuranc:					78,185.00
Equipment Replacement Fund					
10/12/2023	159721	I State Truck Center Inc	New Dump truck	705-49950-5400	116,062.00
Total 705499505400:					116,062.00
Total Equipment Replacement Fund:					116,062.00
Grand Totals:					1,125,001.56

Report Criteria:

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

Title:	Approve Residential Tax Abatement for 301 22 nd Avenue NW (PID 17.285.2120)		
Meeting Date:	October 17, 2023	Agenda Item Number:	6C
Action:	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	<ul style="list-style-type: none"> Residential Tax Abatement Agreement Resolution 23-51
Originating Department:	Economic Development	Presented By:	Consent Agenda
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Approve Resolution 23-51, granting residential tax abatement for 301 22 nd Avenue NW and approval for signature to Residential Tax Abatement Agreement		
How does this item pertain to Vision 2030 goals?	Leveraging Economic Development Opportunities		

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

BUDGET IMPACT: The residential tax abatement requested is 50% of the portion of the City's share of ad valorem property taxes on the qualifying parcel derived from the value of the residential structure for which the City issues a building permit and paid by the property owner. The total abatement amount for any single qualifying parcel is not to exceed \$20,458.85, for a maximum total abatement of City-imposed property taxes not to exceed \$2,045.89. The abatements will apply to the City's share of ad valorem property taxes on the qualifying parcels derived from the value of the residential structure for which the City issues a building permit and paid by the record owners of such qualifying parcels.

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

RECOMMENDATION: Staff recommends approval of Resolution 23-51 and the Residential Tax Abatement Agreement for 301 22nd Avenue NW.

RESOLUTION NO. 23-51

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

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

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

WHEREAS, the parcels of real property for which abatements of City of Waseca-imposed property taxes are conditionally approved herein are identified and legally described in Resolution 22-23 (the "eligible parcels"), and generally consist of every current vacant, unimproved parcel of property in a residential zoning district in the City of Waseca that are served by municipal infrastructure including central water and sanitary sewer service; and

WHEREAS, the City will use tax abatement for the purposes provided for in the Abatement Law and the City's approved Tax Abatement to match the proposed term of the abatements for each eligible property that satisfies the conditions for abatement established herein ("the qualifying parcels described in Resolution 22-23); and

WHEREAS, the City proposes to use tax abatement for the purposes provided for in the Abatement Law and the Abatement Policy (and hereinafter defined). The proposed term of the abatements for each eligible property that satisfies the conditions for abatement established herein ("the qualifying parcels") will be for a term not to exceed Ten (10) years, with the City abating 50% percent of the portion of the City's share of ad valorem property taxes on the qualifying parcel derived from the value of the residential structure for which the City issues a building permit and paid by the property owner. The total abatement amount for any single qualifying parcel is not to exceed \$20,458.85, for a maximum total abatement of City-imposed property taxes not to exceed \$2,045.89. The abatements will apply to the City's share of ad valorem property taxes on the qualifying parcels derived from the value of the residential structure for which the City issues a building permit and paid by the record owners of such qualifying parcels (the "abatements"); and

WHEREAS, on December 20, 2016, the Council held a public hearing on the question of the abatements, with proper notice being duly given and published in advance; and

WHEREAS, the Abatements are authorized under Minnesota Statutes, Section 469.1812 through 469.1815 (the "Abatement Law").

NOW, THEREFORE, BE IT RESOLVED that the City Council approve the Tax Abatement Applications substantially in form as presented, submitted by Craig and Cindy Keck (301 22nd Avenue NW) Parcel ID #17.285.2120

Adopted this ____ day of October 2023.

RANDY L ZIMMERMAN
MAYOR

ATTEST:

JULIA HALL
CITY CLERK

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

RESIDENTIAL TAX ABATEMENT AGREEMENT

BY AND BETWEEN

CITY OF WASECA, MINNESOTA AND

AND

Craig W. Keck and Cynthia M. Keck,
Husband and wife

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RESIDENTIAL TAX ABATEMENT AGREEMENT

THIS AGREEMENT, made as of the ____ day of October, 2023, by and among the City of Waseca, Minnesota, a Minnesota municipal corporation (the “City”) and Craig W. Keck and Cynthia M. Keck, a married couple, (the “Developer”),

WITNESSETH:

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

WHEREAS, Developer has been approved for a building permit for a single family residential structure located at 301 22nd Avenue NW in the City (Parcel No. 17.285.2120) (the “Property”), and the City has determined that the Property has qualified for tax abatement pursuant to the City’s Residential Tax Abatement Policy; and

WHEREAS, the City has approved abatement of the increased portion of the City’s share of ad valorem property taxes on the Property derived from the value of the residential development of the Property for a period not to exceed Ten (10) years, specifically with respect to the payable 2025 through 2034 property taxes, in a total amount not to exceed \$20,458.85, and

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

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

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

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

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

ARTICLE I

DEFINITIONS

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

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

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

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

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

City means the City of Waseca, Minnesota;

Code means the City's Code of Ordinances;

Developer means Craig W. Keck and Cynthia M. Keck, husband and wife, and their heirs, successors and assigns;

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

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

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

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

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

State means the State of Minnesota;

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

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

Tax Abatements means the City's reimbursement to the Developer of the City's share of ad valorem property taxes on the Property derived from the value of the residential development of the Property and paid by the Developer for a period not to exceed [ten] years, specifically with respect to the payable 2025 through 2034 property taxes, in a total amount not to exceed \$20,458.85, pursuant to the specific provisions of Section 3.8;

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

(1) The Developer is a married couple and residents of the and has the power to enter into the Agreement and to perform its obligations hereunder and is not in violation of any local, state or federal laws.

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

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

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

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

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

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

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

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

ARTICLE III

UNDERTAKINGS BY DEVELOPER AND CITY

Section 3.1 Construction of Project and Reimbursement of Cost.

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

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

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

Section 3.3 Commencement and Completion of Construction.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 3.8 Tax Abatements.

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

(2) The Tax Abatement shall be for a duration not to exceed Ten (10) years and shall apply to the City's share of ad valorem property taxes on the Property derived from the value of the residential development of the Property and paid by the Developer, beginning with taxes payable in 2025 and continuing through taxes payable in 2034, in the lesser amount annually of \$2,045.89 or 50% percent of the City's share of ad valorem property taxes on the Property derived from the value of the residential development of the Property for that year.

(3) On or before January 1 and July 1 each year commencing July 1, 2025 and including January 1, 2035 (adjust as necessary if different term selected)], the Developer shall invoice the City in the amount of the City's portion of ad valorem property taxes on the Property paid by Developer in the previous six-month period to which the Developer is entitled to reimbursement under this Section. On or before February 1 and August 1 each year commencing August 1, 2025 and including February 1, 2035 the City shall pay the Developer the amount of the Tax Abatements received by the City in the previous six-month period.

(4) In order to be entitled to the City Tax Abatements provided for in this Agreement, the Developer shall not be in default within the City of any of its payment obligations respecting any taxes, assessments, utility charges or other governmental impositions. Notwithstanding the other provisions of this Article, the City shall not have any obligation to the Developer with respect to the Abatement of taxes hereunder if the City, at the time or times such obligation is required, is entitled to exercise any of the remedies set forth in this Agreement as a result of an Event of Default, which has not been cured.

ARTICLE IV

EVENTS OF DEFAULT

Section 4.1 Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean whenever it is used in this Agreement any one or more of the following events:

(1) Failure by the Developer to timely pay when due the payments required to be paid or secured under any provision of this Agreement or which are otherwise required, including the payment of any ad valorem real property taxes, special assessments, utility charges or other governmental impositions with respect to the Property, the Project or any portion thereof.

(2) Failure by the Developer to cause the construction of the Project to be completed pursuant to the terms, conditions and limitations of this Agreement.

(3) Failure by the Developer to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under the Agreement.

(4) If Developer admits in writing of its inability to pay its debts generally as they become due, or shall file or be involuntarily named as a debtor in a petition in bankruptcy, or shall make an assignment for the benefit of creditors, or shall consent to the appointment of a receiver of itself or of the whole or any substantial part of the Property.

(5) If the Developer, on a petition in bankruptcy filed against it, be adjudicated bankrupt, or a court of competent jurisdiction shall enter an order or decree appointing, without the consent of the Developer, a receiver of the Developer or of the whole or substantially all of its property, or approve a petition filed against the Developer seeking reorganization or rearrangement of the Developer under the federal bankruptcy laws, and such adjudication, order or decree shall not be vacated or set aside or stayed within sixty (60) days from the date of entry thereof.

(6) If the Developer is in default under any mortgage and has not entered into a workout agreement with the Mortgagee within sixty (60) days after such default

Section 4.2 Remedies on Default. Whenever any Event of Default referred to in Section 4.1 occurs and is continuing, the City, as specified below, in addition to any other remedies or rights given the City under this Agreement, after the giving of thirty (30) days' written notice to the Developer citing with specificity the item or items of default and notifying the Developer that it has thirty (30) days within which to cure said Event of Default, may take any one or more of the following actions:

(1) The City may suspend its performance under this Agreement, including the payment of any Tax Abatement, until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement.

(2) The City may cancel and rescind the Agreement and reassess any ad valorem property taxes previously abated in proportion to the Developer's failure to construct or install the Project Improvements against the Developer in the manner of a special assessment.

(3) The City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement; provided that any exercise by the City of its rights or remedies hereunder shall always be subject to and limited by, and shall not defeat, render invalid or limit in any way the lien of any mortgage authorized by this Agreement; and provided further that should any Mortgagee succeed by foreclosure of the mortgage or deed in lieu thereof in respect to the Developer's interest in the Property, the Mortgagee shall, notwithstanding the foregoing, be obligated to perform the obligations of the Developer to complete construction of the Project described and in the manner required hereunder, but only to the extent that the same have not theretofore been performed by the Developer.

(4) The City may withhold any certificate or permit required hereunder.

The notice of an Event of Default required in this Section shall be effective on the date mailed or hand delivered to the Developer.

Section 4.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. Except as expressly set forth herein, it shall not be necessary to give notice to exercise a remedy, other than such notice as may be required in this Article.

Section 4.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party hereto and thereafter waived by another party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5 Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefore, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

Section 4.6 Release and Indemnification Covenants.

(1) The Developer expressly releases from and covenants and agrees to indemnify and hold the City and its officers, agents, servants, employees and all members of the City Council, its planning commission and other boards or commissions harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or an account of the Project, the Property, or the performance of work at the development site and elsewhere pursuant to this Agreement, and further releases such officers employees, agents and members from any personal liability in connection with handling funds pursuant to the terms of this Agreement. The indemnification provided hereunder shall not apply to intentional acts or the gross misconduct of the individual or entity so indemnified.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the following named parties, the Developer agrees to protect and defend the City and its officers, agents, servants and employees and all members of the City Council, its planning commission and other boards or commissions, now or forever, and further agrees to hold the aforesaid harmless from any claim, demand, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from a breach of the obligations of the Developer under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, maintenance and operation of the Project.

(3) The City and its officers, agents, employees and all members of the City Council, its planning commission and other boards or commissions shall not be liable for any damages or injury to the persons or property of the Developer or its officers, agents, servants or employees or any other person who may be about the Project due to any act of negligence of any person.

(4) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any officer, agent, servant, employee or any members of the City Council, its planning commission and other boards or commissions of the City in the individual capacity thereof.

(5) The Developer is not an agent of the City and this Agreement shall not be construed as creating a joint venture, partnership or other joint arrangement between the Developer and the City relating to the Project.

ARTICLE V

ADDITIONAL PROVISIONS

Section 5.1 Conflicts of Interest/No Personal Liability. No member of the governing body of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member or any other official or employee of the City participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the Developer in the event of any default or breach by the City or for any amount that may become due to the Developer for any obligations under the terms of this Agreement.

Section 5.2. Non-Discrimination. Developer shall not violate any law applicable to it with respect to civil rights and non-discrimination including, without limitation, Minnesota Statutes, Section 181.59.

Section 5.3. No Merger. None of the provisions of this Agreement are intended to be or shall be merged by reason of any deed transferring any interest in any part of the Property and any such deed shall not be deemed to affect or impair the provisions of this Agreement.

Section 5.4. Cleanup. The Developer shall promptly clear or cause to be cleared from the Property and any public streets or property, any soil, earth or debris or unnecessary personal property or equipment resulting from construction work by the Developer or its agents or assigns. If Developer fails to do so within two (2) business days of receipt of telephone or personally delivered personal notice from the City, the City shall be entitled to undertake such corrective action as it deems necessary and to charge the Developer for the cost of such corrective action. This remedy is in addition to any other remedy available to the City hereunder. Developer's failure to pay such charges when billed by the City shall be an additional Event of Default under this Agreement.

Section 5.5. Responsibility for Costs. Developer shall be responsible for the following costs incurred with respect to this Agreement, which costs shall be paid as set forth below:

(1) The Developer shall reimburse the City for reasonable, administrative, and out-of-pocket costs, expenses and disbursements incurred in the enforcement of this Agreement, including engineering and attorney's fees.

(2) The Developer shall pay in full all bills submitted to it by the City within thirty (30) days after receipt. If the bills are not paid on time, the City may without further notice to Developer exercise any one or more of the remedies provided to the City by Article 5 hereunder.

Section 5.6 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(1) in the case of the Developer is addressed to or delivered personally to:

Craig and Cynthia Keck
301 22nd Avenue NW
Waseca, MN 56093

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

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

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

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

Section 5.8 Duration. This Agreement shall remain in effect through February 1, 2035, unless earlier terminated or rescinded in accordance with its terms.

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

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

Section 5.11 Data Practices. The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*

Section 5.12. Rules of Interpretation.

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

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

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

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

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

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

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

Craig W. Keck

Cynthia M. Keck

STATE OF MINNESOTA)
) ss.
COUNTY OF Waseca)

The foregoing instrument was acknowledged before me this ____ day of October 2023, by Craig W. Keck and Cynthia M. Keck, husband and wife, Developer.

Notary Public

CITY OF WASECA, MINNESOTA

By _____
Its Mayor

By _____
Its City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF WASECA)

The foregoing instrument was acknowledged before me this ____ day of October 2023 by Randy L Zimmerman, as Mayor, and Carl C Sonnenberg, as City Manager, for the City of Waseca, Minnesota.

Notary Public

This Instrument was Drafted By:

Flaherty & Hood, P.A.
525 Park Street, Suite 470
St. Paul, MN 55103
(651) 225-8840

Exhibit A
Legal Description of Property

Parcel #17.285.2120

LOT-012 BLOCK-002
FOX MEADOWS 2ND ADDITION

301 22nd Avenue NW
Waseca, MN 56093

Title:	Approve Residential Tax Abatement for 1113 11 th Avenue SE (PID 17.535.0560)		
Meeting Date:	October 17, 2023	Agenda Item Number:	6D
Action:	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	<ul style="list-style-type: none"> Residential Tax Abatement Agreement Resolution 23-50
Originating Department:	Economic Development	Presented By:	Consent Agenda
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Approve Resolution 23-50, granting residential tax abatement for 1113 11 th Avenue SE and approval for signature to Residential Tax Abatement Agreement		
How does this item pertain to Vision 2030 goals?	Leveraging Economic Development Opportunities		

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

BUDGET IMPACT: The residential tax abatement requested is 50% of the portion of the City's share of ad valorem property taxes on the qualifying parcel derived from the value of the residential structure for which the City issues a building permit and paid by the property owner. The total abatement amount for any single qualifying parcel is not to exceed \$20,458.85, for a maximum total abatement of City-imposed property taxes not to exceed \$2,045.89. The abatements will apply to the City's share of ad valorem property taxes on the qualifying parcels derived from the value of the residential structure for which the City issues a building permit and paid by the record owners of such qualifying parcels.

ALTERNATIVES CONSIDERED: None. City Council has already deemed this lot as eligible and approved for the Residential Tax Abatement program by Resolution 19-08

RECOMMENDATION: Staff recommends approval of Resolution 23-50 and the Residential Tax Abatement Agreement for 1113 11th Avenue SE.

RESOLUTION NO. 23-50

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

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

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

WHEREAS, the parcels of real property for which abatements of City of Waseca-imposed property taxes are conditionally approved herein are identified and legally described in Resolution 19-08, Appendix A (the "eligible parcels"), and generally consist of every current vacant, unimproved parcel of property in a residential zoning district in the City of Waseca that are served by municipal infrastructure including central water and sanitary sewer service; and

WHEREAS, the City will use tax abatement for the purposes provided for in the Abatement Law and the City's approved Tax Abatement to match the proposed term of the abatements for each eligible property that satisfies the conditions for abatement established herein ("the qualifying parcels described in Resolution 19-08, Appendix A"); and

WHEREAS, the City proposes to use tax abatement for the purposes provided for in the Abatement Law and the Abatement Policy (and hereinafter defined). The proposed term of the abatements for each eligible property that satisfies the conditions for abatement established herein ("the qualifying parcels") will be for a term not to exceed Ten (10) years, with the City abating 50% percent of the portion of the City's share of ad valorem property taxes on the qualifying parcel derived from the value of the residential structure for which the City issues a building permit and paid by the property owner. The total abatement amount for any single qualifying parcel is not to exceed \$20,458.85, for a maximum total abatement of City-imposed property taxes not to exceed \$2,045.89. The abatements will apply to the City's share of ad valorem property taxes on the qualifying parcels derived from the value of the residential structure for which the City issues a building permit and paid by the record owners of such qualifying parcels (the "abatements"); and

WHEREAS, on December 20, 2016, the Council held a public hearing on the question of the abatements, with proper notice being duly given and published in advance; and

WHEREAS, the Abatements are authorized under Minnesota Statutes, Section 469.1812 through 469.1815 (the "Abatement Law").

NOW, THEREFORE, BE IT RESOLVED that the City Council approve the Tax Abatement Applications substantially in form as presented, submitted by Wayne and Joanne Kruger (1113 11th Avenue SE) Parcel ID #17.535.0560

Adopted this ____ day of October 2023.

RANDY L ZIMMERMAN
MAYOR

ATTEST:

JULIA HALL
CITY CLERK

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

RESIDENTIAL TAX ABATEMENT AGREEMENT

BY AND BETWEEN

CITY OF WASECA, MINNESOTA AND

AND

Wayne Kruger and Joanne Kruger,
husband and wife

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RESIDENTIAL TAX ABATEMENT AGREEMENT

THIS AGREEMENT, made as of the ____ day of October, 2023, by and among the City of Waseca, Minnesota, a Minnesota municipal corporation (the “City”) and Wayne Kruger and Joanne Kruger a married couple, (the “Developer”),

WITNESSETH:

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

WHEREAS, Developer has been approved for a building permit for a single family residential structure located at 1113 11th Ave SE in the City (Parcel No. 17.535.0560) (the “Property”), and the City has determined that the Property has qualified for tax abatement pursuant to the City’s Residential Tax Abatement Policy; and

WHEREAS, the City has approved abatement of the increased portion of the City’s share of ad valorem property taxes on the Property derived from the value of the residential development of the Property for a period not to exceed Ten (10) years, specifically with respect to the payable 2025 through 2034 property taxes, in a total amount not to exceed \$20,458.85 and

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

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

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

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

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

ARTICLE I

DEFINITIONS

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

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

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

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

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

City means the City of Waseca, Minnesota;

Code means the City's Code of Ordinances;

Developer means Wayne Kruger and Joanne Kruger, a married couple, and their heirs, successors and assigns;

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

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

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

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

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

State means the State of Minnesota;

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

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

Tax Abatements means the City's reimbursement to the Developer of the City's share of ad valorem property taxes on the Property derived from the value of the residential development of the Property and paid by the Developer for a period not to exceed [ten] years, specifically with respect to the payable 2025 through 2034 property taxes, in a total amount not to exceed \$20,458.85, pursuant to the specific provisions of Section 3.8;

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III

UNDERTAKINGS BY DEVELOPER AND CITY

Section 3.1 Construction of Project and Reimbursement of Cost.

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

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

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

Section 3.3 Commencement and Completion of Construction.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 3.8 Tax Abatements.

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

(2) The Tax Abatement shall be for a duration not to exceed Ten (10) years and shall apply to the City's share of ad valorem property taxes on the Property derived from the value of the residential development of the Property and paid by the Developer, beginning with taxes payable in 2025 and continuing through taxes payable in 2034, in the lesser amount annually of \$2,045.89 or 50% percent of the City's share of ad valorem property taxes on the Property derived from the value of the residential development of the Property for that year.

(3) On or before January 1 and July 1 each year commencing July 1, 2025 and including January 1, 2034 (adjust as necessary if different term selected)], the Developer shall invoice the City in the amount of the City's portion of ad valorem property taxes on the Property paid by Developer in the previous six-month period to which the Developer is entitled to reimbursement under this Section. On or before February 1 and August 1 each year commencing August 1, 2025 and including February 1, 2034 the City shall pay the Developer the amount of the Tax Abatements received by the City in the previous six-month period.

(4) In order to be entitled to the City Tax Abatements provided for in this Agreement, the Developer shall not be in default within the City of any of its payment obligations respecting any taxes, assessments, utility charges or other governmental impositions. Notwithstanding the other provisions of this Article, the City shall not have any obligation to the Developer with respect to the Abatement of taxes hereunder if the City, at the time or times such obligation is required, is entitled to exercise any of the remedies set forth in this Agreement as a result of an Event of Default, which has not been cured.

ARTICLE IV

EVENTS OF DEFAULT

Section 4.1 Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean whenever it is used in this Agreement any one or more of the following events:

(1) Failure by the Developer to timely pay when due the payments required to be paid or secured under any provision of this Agreement or which are otherwise required, including the payment of any ad valorem real property taxes, special assessments, utility charges or other governmental impositions with respect to the Property, the Project or any portion thereof.

(2) Failure by the Developer to cause the construction of the Project to be completed pursuant to the terms, conditions and limitations of this Agreement.

(3) Failure by the Developer to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under the Agreement.

(4) If Developer admits in writing of its inability to pay its debts generally as they become due, or shall file or be involuntarily named as a debtor in a petition in bankruptcy, or shall make an assignment for the benefit of creditors, or shall consent to the appointment of a receiver of itself or of the whole or any substantial part of the Property.

(5) If the Developer, on a petition in bankruptcy filed against it, be adjudicated bankrupt, or a court of competent jurisdiction shall enter an order or decree appointing, without the consent of the Developer, a receiver of the Developer or of the whole or substantially all of its property, or approve a petition filed against the Developer seeking reorganization or rearrangement of the Developer under the federal bankruptcy laws, and such adjudication, order or decree shall not be vacated or set aside or stayed within sixty (60) days from the date of entry thereof.

(6) If the Developer is in default under any mortgage and has not entered into a workout agreement with the Mortgagee within sixty (60) days after such default

Section 4.2 Remedies on Default. Whenever any Event of Default referred to in Section 4.1 occurs and is continuing, the City, as specified below, in addition to any other remedies or rights given the City under this Agreement, after the giving of thirty (30) days' written notice to the Developer citing with specificity the item or items of default and notifying the Developer that it has thirty (30) days within which to cure said Event of Default, may take any one or more of the following actions:

(1) The City may suspend its performance under this Agreement, including the payment of any Tax Abatement, until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement.

(2) The City may cancel and rescind the Agreement and reassess any ad valorem property taxes previously abated in proportion to the Developer's failure to construct or install the Project Improvements against the Developer in the manner of a special assessment.

(3) The City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement; provided that any exercise by the City of its rights or remedies hereunder shall always be subject to and limited by, and shall not defeat, render invalid or limit in any way the lien of any mortgage authorized by this Agreement; and provided further that should any Mortgagee succeed by foreclosure of the mortgage or deed in lieu thereof in respect to the Developer's interest in the Property, the Mortgagee shall, notwithstanding the foregoing, be obligated to perform the obligations of the Developer to complete construction of the Project described and in the manner required hereunder, but only to the extent that the same have not theretofore been performed by the Developer.

(4) The City may withhold any certificate or permit required hereunder.

The notice of an Event of Default required in this Section shall be effective on the date mailed or hand delivered to the Developer.

Section 4.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. Except as expressly set forth herein, it shall not be necessary to give notice to exercise a remedy, other than such notice as may be required in this Article.

Section 4.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party hereto and thereafter waived by another party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5 Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefore, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

Section 4.6 Release and Indemnification Covenants.

(1) The Developer expressly releases from and covenants and agrees to indemnify and hold the City and its officers, agents, servants, employees and all members of the City Council, its planning commission and other boards or commissions harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or an account of the Project, the Property, or the performance of work at the development site and elsewhere pursuant to this Agreement, and further releases such officers employees, agents and members from any personal liability in connection with handling funds pursuant to the terms of this Agreement. The indemnification provided hereunder shall not apply to intentional acts or the gross misconduct of the individual or entity so indemnified.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the following named parties, the Developer agrees to protect and defend the City and its officers, agents, servants and employees and all members of the City Council, its planning commission and other boards or commissions, now or forever, and further agrees to hold the aforesaid harmless from any claim, demand, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from a breach of the obligations of the Developer under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, maintenance and operation of the Project.

(3) The City and its officers, agents, employees and all members of the City Council, its planning commission and other boards or commissions shall not be liable for any damages or injury to the persons or property of the Developer or its officers, agents, servants or employees or any other person who may be about the Project due to any act of negligence of any person.

(4) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any officer, agent, servant, employee or any members of the City Council, its planning commission and other boards or commissions of the City in the individual capacity thereof.

(5) The Developer is not an agent of the City and this Agreement shall not be construed as creating a joint venture, partnership or other joint arrangement between the Developer and the City relating to the Project.

ARTICLE V

ADDITIONAL PROVISIONS

Section 5.1 Conflicts of Interest/No Personal Liability. No member of the governing body of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member or any other official or employee of the City participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the Developer in the event of any default or breach by the City or for any amount that may become due to the Developer for any obligations under the terms of this Agreement.

Section 5.2. Non-Discrimination. Developer shall not violate any law applicable to it with respect to civil rights and non-discrimination including, without limitation, Minnesota Statutes, Section 181.59.

Section 5.3. No Merger. None of the provisions of this Agreement are intended to be or shall be merged by reason of any deed transferring any interest in any part of the Property and any such deed shall not be deemed to affect or impair the provisions of this Agreement.

Section 5.4. Cleanup. The Developer shall promptly clear or cause to be cleared from the Property and any public streets or property, any soil, earth or debris or unnecessary personal property or equipment resulting from construction work by the Developer or its agents or assigns. If Developer fails to do so within two (2) business days of receipt of telephone or personally delivered personal notice from the City, the City shall be entitled to undertake such corrective action as it deems necessary and to charge the Developer for the cost of such corrective action. This remedy is in addition to any other remedy available to the City hereunder. Developer's failure to pay such charges when billed by the City shall be an additional Event of Default under this Agreement.

Section 5.5. Responsibility for Costs. Developer shall be responsible for the following costs incurred with respect to this Agreement, which costs shall be paid as set forth below:

(1) The Developer shall reimburse the City for reasonable, administrative, and out-of-pocket costs, expenses and disbursements incurred in the enforcement of this Agreement, including engineering and attorney's fees.

(2) The Developer shall pay in full all bills submitted to it by the City within thirty (30) days after receipt. If the bills are not paid on time, the City may without further notice to Developer exercise any one or more of the remedies provided to the City by Article 5 hereunder.

Section 5.6 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(1) in the case of the Developer is addressed to or delivered personally to:

Wayne Kruger and Joanne Kruger
1113 11th Avenue SE
Waseca, MN 56093

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

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

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

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

Section 5.8 Duration. This Agreement shall remain in effect through February 1, 2034, unless earlier terminated or rescinded in accordance with its terms.

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

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

Section 5.11 Data Practices. The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*

Section 5.12. Rules of Interpretation.

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

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

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

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

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

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

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

Wayne Kruger

Joanne Kruger

STATE OF MINNESOTA)
) ss.
COUNTY OF Waseca)

The foregoing instrument was acknowledged before me this ____ day of October 2023, by Wayne Kruger and Joanne Kruger, a married couple, Developer.

Notary Public

CITY OF WASECA, MINNESOTA

By _____
Its Mayor

By _____
Its City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF WASECA)

The foregoing instrument was acknowledged before me this ____ day of October, 2023
by Randy L Zimmerman, as Mayor, and Carl C Sonnenberg, as City Manager, for the
City of Waseca, Minnesota.

Notary Public

This Instrument was Drafted By:

Flaherty & Hood, P.A.
525 Park Street, Suite 470
St. Paul, MN 55103
(651) 225-8840

Exhibit A
Legal Description of Property

Parcel # 17.535.0560

LOT-009 BLOCK-007
PONDVIEW OF WASECA

1113 11th Avenue SE
Waseca, MN 56093

Title:	RESOLUTION NO. 23-47 AUTHORIZING EXECUTION OF A PURCHASE AGREEMENT FOR THE SALE OF CITY-OWNED PROPERTY ADJACENT TO 1101 10 TH STREET SE		
Meeting Date:	October 17, 2023	Agenda Item Number:	7A
Action:	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	<ul style="list-style-type: none"> • Location Map • Planning Commission Packet • Resolution No. 23-47 • Draft Purchase Agreement
Originating Department:	Engineering	Presented By:	City Engineer
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to adopt Resolution No. 23-47 authorizing execution of a purchase agreement for the sale of City-owned property adjacent to 1101 10 th Street SE.		

BACKGROUND: In July of 2020, Joel and Shayne Johnson, the owners of 1101 10th Street SE, contacted City staff to request the purchase of a 30 foot by 120 foot section of City-owned land adjacent to their property (please see the attached Location Map). The Johnson's have been maintaining this vacant grassed area and their purpose for purchasing this land is to increase their available yard space.

The sale of this land has been delayed due to the uncertainty surrounding the future development of this City-owned property. While the City is now beginning the development planning process, staff is moving forward with this proposed sale because the resulting property boundary will align with the lots to the east. If approved, the resulting lot would not be developable.

The land to be purchased is currently zoned R-3, Multi-Family District, Low and Medium Density. Because the new lot will not contain any dwelling units, it is not subject to R-3 minimum lot size regulations. The Johnson's current property at 1101 10th Street SE is zoned R-2, Urban Residential District.

No change in zoning is required at this time. However, in order to avoid illegal spot zoning, the new lot may need to be rezoned in the future to conform with the zoning of the potential development of the adjacent City-owned property to the south. Rezoning would also be required prior to combining the new lot with the Johnsons' current property. The Johnsons have been informed of, and acknowledged, this potential future rezoning requirement.

If approved, the sale to the Johnsons would be contingent on the following Purchase Agreement requirements:

1. Reimbursement to the City for any and all costs (survey, legal fees, etc.)
2. Granting of appropriate drainage and utility easements over the new lot
3. A City Administrative (Minor) Subdivision application and fee

In addition, a restriction will be imposed on the quit claim deed that ties ownership of the new lot to the Johnson's existing property. This restriction will ensure that the new lot cannot be sold individually in the future.

If approved, the Johnsons would also be responsible for recording the property's quit claim deed at the Waseca County Recorder's Office after the sale is finalized.

At their meeting on October 10th, the Planning Commission agreed by a vote of 3 to 0 that the future use and sale of this property is consistent with the City's Comprehensive Plan and recommended it be forwarded to the City Council for consideration.

BUDGET IMPACT: If approved, the City will receive \$900.00 (\$0.25/square foot) for the sale of the property.

RECOMMENDATION: Staff recommends the Waseca City Council adopt Resolution No. 23-47 authorizing execution of a purchase agreement for the sale of City-owned property adjacent to 1101 10th Street SE.

Proposed Johnson Land Purchase

10th St SE

11th St SE

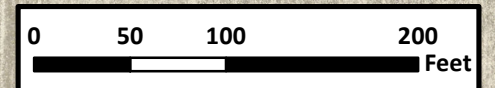
11th Ave SE

1101 10th Street SE
(Joel & Shayne
Johnson)

30' X 120'

SHORELAND OVERLAY BOUNDARY

CITY-OWNED PROPERTY



PLANNING DEPARTMENT

M E M O R A N D U M

TO: Daren Arndt, Chair
Waseca Planning Commission

FROM: Nathan Willey
Director of Engineering

MEETING DATE: October 10, 2023

SUBJECT: Proposed Land Purchase Consistent with the Comprehensive Plan:
Joel & Shayne Johnson (1101 10th Street SE)

ATTACHMENTS: Location Map
DNR Comment Letter
Draft Purchase Agreement

APPLICANTS

Joel and Shayne Johnson, the owners of the property at 1101 10th Street SE.

REQUEST

In July of 2020, the Johnsons contacted City staff to request the purchase of a 30 foot by 120 foot section of City-owned land just south of, and adjacent to, their property (please see the attached Location Map).

CURRENT LAND USE

The land to be purchased is vacant, grass covered, and is currently being maintained by the Johnsons.

PROPOSED LAND USE

The proposed use of the land to be purchased will not change. The Johnson's purpose for purchasing this area is to increase their available yard space. Primarily due to its size, the resulting lot would not be developable.

ZONING

The land to be purchased is currently zoned R-3, Multi-Family District, Low and Medium Density. Because the new lot will not be developable and will not contain any dwelling units, it is not subject to R-3 minimum lot size regulations. The Johnson's current property at 1101 10th Street SE is zoned R-2, Urban Residential District.

No change in zoning is required at this time. However, in order to avoid illegal spot zoning, the new lot may need to be rezoned in the future to conform with the zoning of the potential development of the adjacent City-owned property to the south. Rezoning would also be required prior to combining this new lot with the Johnsons' current property.

The land to be purchased is partially located in the Shoreland Overlay District of Gaiter Lake. Only the portion within the overlay is subject to the overlay restrictions.

REVIEW

The sale of this land has been delayed due to the uncertainty surrounding the future development of this City-owned property. While the City is now beginning the development planning process, staff is moving forward with this proposed sale because the resulting property boundary will align with the lots to the east.

The attached DNR comments will be addressed. A new parcel will be created, and a restriction will be imposed on the eventual quit claim deed that ties ownership of the new lot to the Johnson's existing property. This restriction will ensure that the new lot cannot be sold individually in the future.

Per MN Statutes Section 462.356 Subdivision 2, the Planning Commission must report that this proposed sale of City-owned property is consistent with the City's Comprehensive Plan.

FINDINGS

Staff has determined that the future residential use of the land proposed to be sold is consistent with the Comprehensive Plan.

RECOMMENDATION

Staff recommends the Planning Commission agree that the proposed use and sale of the property is consistent with the Comprehensive Plan.

REQUESTED ACTION

Take action agreeing that the future use and sale of this land is consistent with the Comprehensive Plan and recommending this item be forwarded to the City Council for consideration at their October 17, 2023, meeting.

October 3, 2023

Nate Willey
Director of Engineering – City of Waseca
508 South State St
Waseca, MN 56093

RE: Land Purchase Comment Letter for Joel and Shayne Johnson, PID 170170850, #81-18P Gaiter Lake, Waseca County

Dear Mr. Willey,

Thank you for the opportunity to review the proposed land purchase within the shoreland overlay district of Gaiter Lake. The City is proposing to sell a 30' x 120' area of PID 170170850 as an adjoining lot to PID 176170160 and would be considered an undevelopable lot.

The following comments are submitted for your consideration:

- The City may want to consider subdividing the 30' x 120' area into a parcel separate from PID 170170850 so as the lots can be treated independently from one another.
- As this parcel will be substandard, the City may want to consider having the owner combine their existing parcel and the proposed parcel through a restrictive covenant so that the two may be considered one for development and sale purposes.

Please note that any future development of these parcels that may take place within the shoreland overlay district will be subject to review by the City of Waseca.

Sincerely,



Erynn Jenzen
Public Waters Protection Hydrologist
507-389-8809

EC: Todd Kolander, DNR District Manager

RESOLUTION NO. 23-47

**AUTHORIZE EXECUTION OF A PURCHASE AGREEMENT
FOR THE SALE OF CITY-OWNED PROPERTY
LOCATED ADJACENT TO 1101 10TH STREET SE IN WASECA, MINNESOTA**

WHEREAS, the City of Waseca ("City") desires to sell certain real property located in Waseca, Minnesota as described in the purchase agreement attached hereto as Exhibit 1 ("Property") to Joel and Shayne Johnson, husband and wife owners of the property at 1101 10th Street SE in Waseca, Minnesota ("Buyers"); and

WHEREAS, the purchase price for the sale of the Property is \$900.00; and

WHEREAS, pursuant to Section 12.05 of the Waseca City Charter, the Property was designated as development property by the Waseca City Council at the time of its acquisition by the City pursuant to City Council Resolution No. 16-44, and therefore may be sold by resolution of the City Council; and

WHEREAS, per Minnesota Statutes, Section 462.356, Subdivision 2, the City of Waseca Planning Commission has determined that the proposed sale of the Property is consistent with the City's Comprehensive Plan; and

WHEREAS, in accordance with the purchase agreement attached hereto as Exhibit 1, the Buyers and the City expressly understand and agree that the sale of the Property is contingent upon approval by the City Council of the City of Waseca, and if any such transaction approval as provided in the purchase agreement is not obtained by the closing date stated in the purchase agreement, or as extended in writing by both parties, the purchase agreement shall then be null and void, without further obligation by either party.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Waseca that the City Council hereby approves the sale of the Property described in the attached Purchase Agreement and authorizes and directs the Mayor and City Manager to execute the purchase agreement on the closing date contingent upon the closing of the above-referenced real property and substantially in the form hereby approved, allowing any necessary minor or technical changes to the attached documents prior to execution thereof, and such other documents as are necessary to close on the sale of the Property by the City to the Buyers and that the Buyers following closing shall record the requisite instruments of sale, as applicable, in the Office of the Waseca County Recorder.

Adopted this 17th day of October 2023.

RANDY L. ZIMMERMAN
MAYOR

ATTEST:

JULIA HALL
CITY CLERK

EXHIBIT 1

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") by and between Joel J. Johnson and Shayne R. Johnson, husband and wife ("Buyers"), and the City of Waseca, a statutory municipality ("Seller"), is made and entered into effective as of the _____ day of _____, 2023 (the "Effective Date").

WHEREAS, the Seller desires to sell to the Buyers, and the Buyers desire to purchase from the Seller, certain real property located in Waseca County, Minnesota, and legally described on Exhibit A, attached hereto and incorporated herein by reference, and all other rights and privileges appurtenant thereto (collectively the "Real Property"), in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties further agree as follows:

1. Property. Upon the terms and conditions set forth in this Agreement, at Closing (as defined below), the Seller shall sell and quit claim to the Buyers, and the Buyers shall purchase from the Seller the Real Property.
2. Purchase Price. The purchase price for the Property (the "Purchase Price") shall be \$900.00 payable in cash or certified funds at Closing (as defined below).
3. No Representations or Warranties. The Seller agrees to quit claim the Property to the Buyers on the Closing Date without making any representations or warranties about the condition of the Property, and the Buyers agree to accept the Property "as is", subject to the terms and conditions herein contained.
4. Due Diligence.
 - 4.1 Duration and Purpose. Beginning on the Effective Date and continuing for a period of up to thirty (30) days, as determined by the Buyers (the "Due Diligence Period"), the Buyers shall have the right, at the Buyers' sole expense, to conduct inspections, testing, and to take any other actions that the Buyers deem necessary to determine, in the Buyers sole discretion, whether the Property is suitable for the Buyers intended ownership and use. The Seller shall provide all reasonably requested assistance in this regard to the Buyers during the Due Diligence Period.
 - 4.2 Access to the Property and Information. During the Due Diligence Period, and at any other time prior to Closing (as defined below), the Buyers and their contractors and agents may enter upon and access the Property for the purpose of conducting inspections and any other matters reasonably required by the Buyers, including, but not limited to, taking soil samples, performing environmental tests, performing inspections, and performing surveys. The Buyers shall pay all costs and expenses of the Buyers inspections. The Buyers shall, at the Buyers cost, restore any damage done to the Property as a result of such testing, and the Buyers shall hold the Seller harmless, defend, and indemnify the

Seller from any claims against the Seller rising from such testing. Within fifteen (15) days from the Effective Date, the Seller shall provide the Buyer with copies of any and all records, agreements, plans, and other documents and information in the Seller's possession relating to the Property or its future development or use, including, but not limited to, any environmental reports, surveys, leases, and governmental notices, subject to any restrictions on the production of any documents due to the classification of such property found in the Minnesota Government Data Practices Act.

- 4.3 Termination. In the event that the Buyers determine, in the Buyers sole discretion, that the Property is not suitable for the Buyers intended ownership or use, or the Buyers have other cause for termination pursuant to this Agreement, the Buyers may terminate this Agreement effective upon written notice to the Seller prior to the end of the Due Diligence Period. In the event of termination by the Buyers, the Buyers shall, at the Buyers sole cost and expense, return the Property to the same condition as it existed prior to the Buyers accessing the Property pursuant to Section 3.2 above, reasonable wear and tear excepted.

5. Risk of Loss.

- 5.1 Continued Operation. From the Effective Date through Closing (as defined below), the Seller shall not take any actions which would result in a material change to the Property, or the Buyers intended use of the Property.

6. Closing. Unless otherwise set forth herein or agreed between the parties, the closing of the transactions contemplated by this Agreement ("Closing") shall take place on or before thirty (30) days after the expiration of the Due Diligence Period, unless an earlier date is mutually agreed upon by the parties, or a later date is required by this Agreement (the "Closing Date"). All documents and other papers to which the parties are entitled under this Agreement, unless otherwise specified herein, shall be delivered at Closing.

7. Title.

- 7.1 Transfer of Title. At Closing, the Seller shall deliver to the Buyers a duly signed and acknowledged quit claim deed (the "Deed") conveying the entirety of the Seller's interest in the Property to the Buyers, subject to Permitted Encumbrances as defined in Section 7.2.4 below.

- 7.2 Title. The Buyers shall have the opportunity to satisfy itself that the Seller's interest in the Property is free of encumbrances other than easements and restrictions of record, and Permitted Exceptions or Encumbrances as provided herein, as follows:

- 7.2.1 Title Commitment. The Buyers may at any time during the Due Diligence Period obtain, at its sole cost and expense, a title commitment ("Title Commitment") covering the Property and binding the title company ("Title Company") to issue at

closing a current form ALTA Owner's Policy of Title Insurance ("Title Policy") in the full amount of the purchase price hereunder. The Title Commitment shall be based upon the description of the Property provided herein and shall show fee title in the Seller, subject only to the permitted encumbrances waived in writing by the Buyers, and shall provide for extended coverage risks and include special endorsements for zoning, contiguity, and such other matters as the Buyers may request.

7.2.2 Objections. Within fifteen (15) business days after delivery of the Title Commitment to the Buyers from its Title Company, the Buyers may deliver to the Seller such written objections as the Buyers may have to the form and content contained therein. The Seller shall make commercially reasonable efforts to satisfy such objections prior to the Closing Date.

7.2.3 Buyer's Rights if the Seller Fails to Cure Objections. If the Seller delivers written notice to the Buyers on or before the Closing Date that the Seller is unable to satisfy any objection or if, for any reason, the Seller is unable to convey title satisfactory to the Buyers in accordance herewith, the Buyers may, as the Buyers' exclusive remedies, waive such objections and accept such title as the Seller is able to convey or terminate this Agreement by written notice to the Seller, provided that such termination notice must be delivered on or before the Closing Date.

7.2.4 Permitted Encumbrances. The following shall be deemed to be permitted encumbrances: (i) applicable building and zoning laws, ordinances, and regulations, (ii) the lien of real property taxes payable in the year of Closing, which by the terms of this Agreement are to be paid or assumed by the Buyers; (iii) matters contained in any title commitment or survey which the Buyers are in possession of and for which the Buyers do not make any objection to or waives any objection to (iv) any exceptions arising out of an act of the Buyers or its contractors or agents, (v) those covenants and restrictions as required by Minn. Stat. § 469.105, subds. 5 and 6 (collectively the "Permitted Encumbrances").

8. Expenses. Except as otherwise provided, each party hereto shall bear and pay for the costs and expenses incurred by it or on its behalf in connection with the transactions contemplated hereby, including, without limitation, all fees and disbursements of attorneys, accountants, and financial consultants.

8.1 Closing Fees. The Buyers shall pay the taxes and recording fees for the Deed, the cost of the Property survey, the recording fees for any required easements, the cost of the Title Commitment and the Title Policy, the Title Company's escrow charges, other Closing costs and all legal or document preparation fees incurred by the Seller.

8.2 Pro-rations. Real estate taxes shall be prorated between the parties as follows: Taxes payable prior to Closing shall be paid by the Seller, and Taxes payable on and after Closing

shall be paid by the Buyers. If the amount of Taxes for the year of Closing cannot be ascertained, rates for the previous year shall be used with due allowance being made for improvements and exemptions.

9. Conditions to Closing.

9.1 Conditions to Obligation of the Buyers to Proceed on the Closing Date. The obligation of the Buyers to proceed with Closing on the Closing Date shall be subject to the satisfaction, at or prior to Closing, of all the following conditions, in the Buyer's sole discretion:

9.1.1 Compliance with Obligations. The Seller shall have performed all material obligations and complied with all material covenants and conditions prior to or as of the Closing Date.

9.1.2 Condition of Title. On the Closing Date, title to the Property shall be acceptable to the Buyers in accordance with the provisions of Section 7.

9.1.3 Other Deliveries. The Seller shall deliver the following to the Buyers on or prior to the Closing Date: (i) the Deed, (ii) a well certificate or other statement required by Minnesota Statutes, (iii) a non-foreign affidavit, properly executed and in recordable form, containing the information required by 26 U.S.C. § 1445(b)(2) and its regulations, (iv) a federal income tax reporting form, if required, (v) any documents required by the Title Company to effectuate the closing, and (vi) any other documents or items reasonably requested by the Buyers to consummate or evidence the consummation of the transactions hereunder.

9.2. Conditions to Obligation of Seller to Proceed on the Closing Date. The obligation of the Seller to proceed with Closing on the Closing Date shall be subject to the satisfaction, at or prior to Closing, of all of the following conditions, in the Seller's sole discretion:

9.2.1 Compliance with Obligations. The Buyers shall have performed all of its obligations required to be performed by the Buyer under this Agreement as and when required under this Agreement.

9.2.2 Planning Commission Review. The City Planning Commission shall review the sale and provide a report on the proposed conveyance, or such review by the Planning Commission shall be dispensed with by the City Council, as required by Minnesota Statutes, Section 462.356, Subdivision 2.

9.2.2 Deliveries. The Buyers shall deliver the following to the Seller and/or the Title Company on or prior to the Closing Date: (i) the Purchase Price; (ii) a City Administrative (Minor) Subdivision application and fee; (iii) executed easement documents.

- 9.3 Termination of Agreement. In addition to the other termination events set forth in this Agreement, this Agreement and the transactions contemplated herein may be terminated prior to Closing as follows:
- 9.3.1 Written Consent. In a written consent signed by both parties.
- 9.3.2 Buyer's Termination. By the Buyers pursuant to notice to the Seller prior to Closing if the Seller has failed in any material respect to satisfy the conditions to Closing set forth in this Agreement or any condition precedent to the Buyers' obligation to close has not been satisfied or waived.
- 9.3.3 Seller's Termination. By the Seller pursuant to notice to the Buyers prior to Closing if the Buyers have failed in any material respect to satisfy the conditions to Closing set forth in this Agreement or any condition precedent to the Seller's obligation to close has not been satisfied or waived.
- 9.4 Effect of Termination. Upon termination of this Agreement, each party shall return to the other party all documents and other tangible manifestations in whatever form of the other party's confidential or proprietary information received by such party pursuant to this Agreement (and all copies and reproductions thereof), or, if the other party so requests, immediately destroy any such information (and all copies and reproductions thereof), and certify such return and/or destruction to the other party.
10. Broker and Agent Fees. The Seller and the Buyers agree to indemnify and hold one another harmless from and against any and all third party claims or demands with respect to any brokerage fees or agents' commissions or other compensation asserted by any person with whom the indemnifying party has dealt in connection with this Agreement or the transactions contemplated hereby.
11. Purchase "As-Is". The Buyers agree to accept the condition of the Property, including specifically without limitation, the environmental and geological condition of the Property, in an "AS-IS" and with "ALL FAULTS" condition. The Buyers acceptance of title to the Property shall represent the Buyers acknowledgment and agreement that, except as expressly set forth in this Agreement: (i) the Seller has not made any written or oral representation or warranty of any kind with respect to the Property (including without limitation express or implied warranties of title, merchantability, or fitness for a particular purpose), (ii) the Buyers have not relied on any written or oral representation or warranty made by the Seller, its agents, or employees with respect to the condition or value of the Property, (iii) the Buyers have had an adequate opportunity to inspect the condition of the Property, including without limitation, any environmental testing, and to inspect documents applicable thereto, and the Buyers are relying solely on such inspection and testing, and (iv) the condition of the Property is fit for the Buyers intended use. The Buyers agree to accept all risk of Claims (including without limitation all Claims under any Environmental Law and all Claims arising at common law, in equity or under a federal, state, or local statute, rule, or regulation) whether past, present, or future, existing or contingent, known or unknown, arising

out of, resulting from, or relating to, the condition of the Property, known or unknown, contemplated or un contemplated, suspected or unsuspected, including without limitation, the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated or will migrate from, or to, the Property.

For purposes of this Section, the following terms have the following meanings:

“Environmental Law” means the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. §9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §9601 et seq. the Federal Water Pollution Control Act, 33 U.S.C. §1201 et seq., the Clean Water Act, 33 U.S.C. §1321 et seq., the Clean Air Act, 42 U.S.C. §7401 et seq., the Toxic Substances Control Act, 33 U.S.C. §1251 et seq., and the Minnesota Environmental Response and Liability Act, all as amended from time to time, and any other federal, state, local or other governmental code, statute, regulation, rule, law, permit, consent, license, order or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing and hereafter enacted.

“Hazardous Substance” means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law.

“Claim” or “Claims” means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgment, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney’s fees, consultant’s fees, costs, remedial action costs, cleanup costs and expenses which may be related to any claims).

12. Defaults and Remedies. If the Buyers default under this Agreement and fail to cure such default within thirty (30) days after receipt of written notice from the Seller identifying such default, then the Seller has the right to immediately terminate this Agreement. The termination of this Agreement will be the sole remedy available to the Seller for such default by the Buyers, and the Buyers will not be liable for damages. If the Seller defaults under this Agreement and fails to cure such default within thirty (30) days after receipt of written notice from the Buyers identifying such default, then the Buyers have the right to immediately terminate this Agreement. The termination of this Agreement will be the Buyers’ sole remedy for default by the Seller, and the Seller will not be liable for damages.
13. Governing Law. This Agreement shall be governed by, construed, and enforced according to the laws of the State of Minnesota, without regard to its conflict or choice of law principles. Any action arising out of or relating to this Agreement shall be brought only in the state courts of Waseca County, Minnesota, and all parties expressly consent to such court’s jurisdiction and

irrevocably waive any objection with respect to the same, including any objection based on forum non conveniens.

14. Headings. Section and subsection headings are not to be considered part of this Agreement. They are included solely for convenience and not intended to be full or accurate descriptions of the content hereof.
15. Successors and Assigns. The Buyers may assign this Agreement, or any of its rights hereunder; provided that the Buyers shall not be released from its obligations under this Agreement. The Seller may not assign this Agreement, or any of its rights or obligations hereunder, without the prior written consent of the Buyers, and any attempted assignment without the Buyers' prior written consent shall be null and void. All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.
16. Severability. Should any provision of this Agreement be held invalid or unenforceable, such invalidity will not invalidate the whole of this Agreement, but rather that invalid provision will be amended to achieve as nearly as possible the same effect as the original provision and the remainder of this Agreement will remain in full force and effect.
17. Parties in Interest. Except as set forth in Section 15 above, nothing in this Agreement is intended to confer upon any person other than the parties hereto, and their respective successors and permitted assigns, any rights or remedies under or by reason of this Agreement, nor is anything in this Agreement intended to relieve or discharge the liability of any other party.
18. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
19. Counsel. Each of the parties hereto have been represented by independent legal counsel or afforded the opportunity of representation by independent legal counsel.
20. Time. Time is of the essence in the performance of this Agreement.
21. Survival. Sections 4.3, 9.4, 10, 11, 12, 19, and 22 through 25 shall survive the termination of this Agreement. The terms of this Agreement shall not be deemed to have merged into any deed entered into under this Agreement, and the terms which by their nature must survive any such conveyance in order to give effect to their meaning shall survive.
22. Waiver. Either party's failure to insist upon strict enforcement of any provision(s) of this Agreement shall not be construed as a waiver of any provision or right. To be effective, any such waiver must be in writing and signed by the waiving party and shall be effective only in the specific instance and for the specific purpose for which given.

23. Entire Agreement and Amendment. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the parties with respect to the subject matter hereof. There are no warranties, representations, or agreements among the parties with respect to the subject matter hereof, except as set forth or referred to herein. This Agreement may not be modified, altered, or amended except in a writing that is duly signed by the parties hereto provided that Exhibit A, attached hereto, may be amended to correspond with the legal description provided by the Title Company through a writing signed by the Buyers.
24. Notices. Notices under this Agreement shall be in writing and shall be deemed given when: (i) delivered personally, (ii) three (3) business days after the date sent by certified mail, postage prepaid with return receipt requested, or (iii) upon written confirmation of delivery by recognized international carrier sent by overnight service, to the respective party as set forth below. A party may change its notice address upon five (5) days' written notice to the other party.
- To Buyers: Joel & Shayne Johnson
1101 10th Street SE
Waseca, MN 56093
- To Seller: City of Waseca
Attn: Nathan Willey
508 Suth State Street
Waseca, MN 56093
25. Further Assurances. The Seller agrees to sign and deliver such other documents, instruments, and agreements and to take such further action as is reasonably requested by the Buyers to consummate or to evidence the consummation of the transactions contemplated herein.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly signed and of the Effective Date.

BUYERS: JOEL J. JOHNSON, SHAYNE R. JOHNSON

By: _____
Joel J. Johnson

By: _____
Shayne R. Johnson

SELLER: CITY OF WASECA

By: _____
Randy L. Zimmerman, Mayor

By: _____
Carl Sonnenberg, City Manager

EXHIBIT A

(Insert legal description)

DRAFT

Title:	RESOLUTION NO. 23-45 APPROVING A VARIANCE ALLOWING NON-CONFORMING LOT WIDTH FOR 611 & 615 4 TH AVE NE		
Meeting Date:	October 17, 2023	Agenda Item Number:	7B
Action:	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	<ul style="list-style-type: none"> • Location Map • Planning Commission Packet • Resolution No. 23-45 • Res 99-85 & Council Minutes • Letter from Laura Rohde
Originating Department:	Engineering	Presented By:	City Engineer
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to adopt Resolution No. 23-45 approving a variance allowing non-conforming lot width for 611 and 615 4 th Ave NE.		
How does this item pertain to Vision 2030 goals?	Promote good governance		

BACKGROUND: Brock Nelson and Blain Nelson, on behalf of Brock M. Nelson and Karissa K. Nelson, owners of the property at 611 4th Ave NE are requesting a variance from the provisions of Chapter 154 of the Waseca City Code to allow non-conforming lot width for 611 and 615 4th Ave NE that are to be created through an administrative minor subdivision.

The property currently has two homes and the owners wish to create two separate lots with one home on each. With the creation of two separate lots through an administrative minor subdivision, the variance is necessary because the new lots will not meet the minimum 75-foot lot width required in the Shoreland Overlay District.

In 1999, the existing property was allowed to have the 2nd home through Resolution 99-85 which approved a Variance and Conditional Use Permit (CUP). At the Planning Commission meeting on October 10th, a public hearing was held for this new variance request and concerns were raised regarding the status of the CUP because not all of its conditions were met, with the primary concern being that a paved driveway was never installed for the east home (see attached letter from Laura Rohde).

Therefore, due to the uncertainty surrounding the status of the existing CUP and its conditions, the Planning Commission voted 2-1 to not recommend approval of the variance and directed staff to inquire of the City Attorney as to the legal status of the current CUP and its conditions and to provide that information to the City Council at this meeting.

On October 11th, staff contacted City attorney Chris Kennedy and was informed that the statute of limitations has been reached on the 1999 CUP which means that its conditions are no longer enforceable. Chris also advised that issues concerning the property's existing driveway and vehicle parking are separate from this variance request and should be handled through the City's code enforcement process.

Also on October 11th, it was confirmed that each home already had its own sanitary sewer service, which had previously been listed as a condition of variance approval.

Lastly, the complete variance application was received August 21, 2023. Therefore, final action, which is required within 60 days of the complete application date, must be taken by October 20, 2023. The Council is permitted to extend this period for up to another 60 days if written notice (containing reasons for the extension specific to this property) is provided to the applicants before expiration of the initial 60-day period. If denied, the variance process could be restarted with a new application.

BUDGET IMPACT: None.

RECOMMENDATION: Staff recommends the Waseca City Council adopt Resolution No. 23-45 approving the variance allowing non-conforming lot width for the properties at 611 and 615 4th Ave NE.

**HARTLEY
SCHOOL**

NOTIFICATION BOUNDARY

6-Ave-NE

8-St-NE

5-St-NE

5-St-NE

6-St-NE

4-Ave-NE

7-St-NE

NELSON - 611 4 Ave NE - R17.120.0140

NELSON - 615 4 Ave NE - R17.120.0140

611

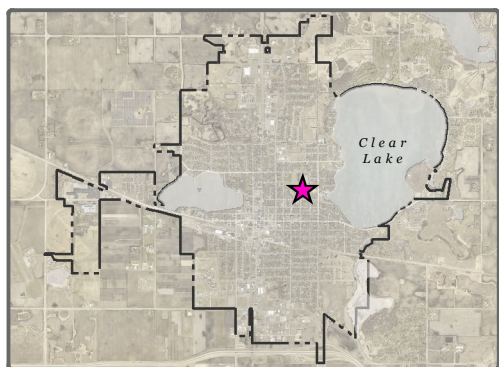
615

NOTIFICATION BOUNDARY



0

150 Feet



VARIANCE -- LOT SPLIT

Brock & Karissa Nelson - 611 & 615 4th Ave NE - Waseca, MN 56093

PIN: R17.120.0140

PLANNING DEPARTMENT

M E M O R A N D U M

TO: Daren Arndt, Chair
Waseca Planning Commission

FROM: Bill Green
Planning & Zoning Coordinator

MEETING DATE: October 10, 2023

SUBJECT: Public Hearing - Action No. 23-06 VAR – Variance: Nelson, 611 & 615 4th Ave NE

ATTACHMENTS: Variance & Minor Subdivision Applications
Site Location Map
Survey / Site Plan Setbacks
Site Photos
DNR Comment Letter
Resolution 99-85

APPLICANT

Brock Nelson and Blain Nelson, on behalf of Brock M. Nelson and Karissa K. Nelson, owners of the property. A complete application was received August 21, 2023. Final action, which is required within 60 days of the complete application date, must be taken by October 20, 2023.

REQUEST

The applicant is requesting a variance to allow for a reduction in the required minimum width for two new parcels that will be created through the Minor Subdivision process.

LOCATION

The property is located at 611 4th Avenue NE in Waseca, MN and is described as:

**Lot 5, Auditor's Plat of the SE1/4 of the SW1/4 of Section 8,
Township 107N, Range 22W, Waseca County, Minnesota**

CURRENT LAND USE

The site consists of one parcel with two single family dwellings and two detached accessory structures.

PROPOSED LAND USE

The proposed use of the property will not change. The existing parcel will be split into two parcels, each with a single-family home. The current use is a legal nonconforming residential use within the R-2 Zoning District.

ZONING

The parcel is currently zoned R-2, Urban Residential District. No change in zoning is required. The properties in all directions are zoned R-2. The property is located in the Shoreland Overlay District of Clear Lake (ID #81-14) and is classified as a Nonriparian lot for a General Development Lake.

ENVIRONMENTAL

There are no known environmental issues.

CODE OF ORDINANCES

SHORELAND OVERLAY DISTRICT

154.053 PERFORMANCE STANDARDS.

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

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

Table 8-1: General Development Lake

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

PUBLIC UTILITIES

The site is currently served by public utilities. There are separate water service lines to each house. There is only one sanitary sewer service line that serves both houses. A new sanitary sewer service is required to be installed so that each house will have its own service. The property owner has stated that this work is scheduled and will be completed prior to the lot split.

REVIEW

On August 21, 2023, the City of Waseca received a completed variance application for the property located at 611 4th Avenue NE.

Brock Nelson and Blain Nelson, on behalf of Brock M. Nelson and Karissa K. Nelson, owners of the property, are requesting a variance to allow for a reduction in the required minimum width for two new parcels that will be created through the Minor Subdivision process. The Waseca City Code requires a seventy-five (75) foot minimum width

lot size and a ten thousand (10,000) square foot minimum area for a nonriparian lot located in the shoreland overlay of a general development lake.

The property consists of two single family homes, along with two detached accessory structures which are associated with the house located at 611 4th Ave NE, which will be Parcel B when split.

The widths of the two new parcels will be:

611 4th Avenue NE, Parcel B, 59.40 feet south property line, 58.99 feet north property line.

615 4th Avenue NE, Parcel A, 50.78 feet south property line, 50.78 feet north property line.

The new parcels will be under the required minimum width of seventy-five (75) by approximately sixteen (16) feet for parcel B and approximately twenty-four (24) feet for parcel A. The length will be three-hundred-sixty-three (363) feet for parcels A & B. The minimum area in the shoreland overlay for a lot is 10,000 square feet, which equates to a depth of approximately 133.33 feet.

The existing impervious surface for each of the new parcels is:

611 4th Avenue NE, Parcel B, approximately 2,500 square feet. The new parcel will be approximately 21,417 square feet. Total impervious allowed will be 5,354 square feet.

615 4th Avenue NE, Parcel A, approximately 1,700 square feet. The new parcel will be approximately 18,433 square feet. Total impervious allowed will be 4,608 square feet.

Both parcels meet the requirements of not to exceed more than 25% impervious surface in the shoreland overlay district. The existing structures on both parcels will meet the required front, rear, and side setbacks for the R-2 district they are located in.

The second house was allowed to move on to the existing parcel in 1999 via Resolution 99-85 for a Conditional Use Permit & Variance. The Resolution was approved to allow the two houses on one parcel. If approved, the new Resolution for this Variance will amend Resolution 99-85.

The Engineering Department has reviewed the new sanitary sewer installation requirements and has recommended that the lot split be approved upon approval of the variance with the stated conditions.

DNR commented with no objections to the proposed variance.

PUBLIC COMMENT

Two public comments were received as of October 6, 2023, regarding the conditional use permit and variance issued in 1999 (Resolution 99-85). There were no comment(s) for or against the variances.

FINDINGS

In granting the Variances, the following findings shall be made:

- The Variances are in harmony with the purposes and intent of the ordinance.
- The uses and variances are consistent with the Comprehensive Plan.
- The proposal puts the property to use in a reasonable manner.
- There are unique circumstances to the property not created by the current landowner.
- The Variances, if granted, will not alter the essential character of the locality.

RECOMMENDATION

Staff recommends approval of the Variances to allow for a reduction in the required minimum width for two new parcels that will be created through the Minor Subdivision process for the property located at 611 4th Avenue NE subject to the following conditions:

1. The property shall be developed according to the approved Survey, which shall be attached as **Exhibit A** to the approving Resolution.
2. The property owner shall install a separate sanitary sewer line for each single-family home on each of the two newly created parcels prior to the lot being split through the Minor Subdivision process. The new line installation is required to be permitted and inspected by City Staff.
3. All development on the property shall comply with the Waseca Code of Ordinances and State and Local Building codes.
4. All associated costs shall be paid by the property owner.

REQUESTED ACTION

Hold a public hearing on the Variance requests and take action on a recommendation to be forwarded to the City Council for consideration at their October 17, 2023, meeting.



APPLICATION FOR VARIANCE

From Provisions of the Zoning Ordinance

FEES

Application fee payable to City of Waseca (*non-refundable*)

Homestead fee:	\$ 300.00
Other Residential:	\$ 520.00 ✓
Public/Semi-Public	\$ 400.00
Commercial/Industrial	\$ 520.00
Mixed Use Overlay District –	
Certificate of Design Compliance	\$ 100.00
Recording Fee payable to Waseca County Recorder	\$ 46.00 ✓

BRÖCK NELSON & BLAIN NELSON blainnelson1@gmail.com
Name of Applicant E-mail Address

14507 Bunker Drive 507-837-9851
Address of Owner: Phone Number

611 4th Ave NE Waseca
Street Address of Property Involved

Auditors Plat of SE 1/4 of SW 1 Lot 5
Legal Description of Property Involved *- See Survey -*

Split the lot into two lots (So the two houses there can be sold individually)
Present Use Proposed Use

Residential Single Family Same
Present Zoning Section of the Zoning Ordinance from which Variance is being requested

R-2, Urban Residential Shoreland Overlay 154.053
What is the Code requirement from which the Variance is requested? (B)(1) Table 8-1

minimum seventy-five (75) lot width for a nonriparian lot in the shoreland overlay of a general development lake.
State exactly what is intended to be done on or with the property which does not conform to existing regulations

Small house on the lot to have new windows; new vinyl siding installed in the next 30 days. Permit for improvements already pulled; siding and windows paid for and ordered.

Please answer each question in detail to establish why a variance is necessary:

Explain in detail what undue hardship would result, or what exceptional difficulty would result, if a variance is not granted.

the property would not allow individual sale of the two houses

What are your alternatives to a variance? Please list and explain up to two alternatives comparing each to your request

Alternative 1:

There are none

Alternative 2:

NONE

What special conditions (shape of lot, exceptional topographic or other extraordinary conditions) apply to the structure or land in question that are peculiar to the property involved and do not apply generally to other land or structures in the district in which said land is located?

(The city approved a house to be moved and put on an existing lot that already contained one home. Originally granted to my father Duain Nelson (He has since past away) we need to sell the homes individually.

What effect would the variance have on traffic; public parking; emergency fire, police, or ambulance access; surrounding property values; public health, safety, and welfare in general; or the interest of the Zoning Ordinance and Comprehensive Plan?

NONE

Applications must be accompanied with a map or sketch illustrating the dimensions of the property and the location of existing and propose structures.

Acknowledgement and Signature: The undersigned hereby represents upon all of the penalties of law, for the purpose of inducing the City of Waseca to take the action herein requested, that all statements herein are true and that all work herein mentioned will be done in accordance with the ordinance of the City of Waseca and the laws of the State of Minnesota. The undersigned hereby consents that City of Waseca officials, employees, appointed commissioners and consultants hired by the City may enter the property to inspect the layout of structures, proposed placement of planned structures and additions, and the property's site features and dimensions.

Blain J Nelson

Signed

5/12/2023

Date



APPLICATION FOR ADMINISTRATIVE (MINOR) SUBDIVISION

Fee waived due to
Variance.
151.100 (D) *gib*

Application fee:

\$100.00 - N/A

BROCK NELSON & BLAIN NELSON
Name of Owner

507-837-9851 (BLAIN)
Phone Number

14507 Bunker Drive
Address of Owner

blainnelson1@gmail.com
E-Mail Address

611 4th Ave NE Waseca, MN 56093
Property Address

Auditor's Plat of SE 1/4 of SW 1 Lot 5
Legal Description of Property - See Survey -

RESIDENTIAL RENTAL (1 Lot)
Current Property Use

Also RESIDENTIAL / Split so the two homes can be sold individually
Proposed Property Use

R-2
Zoning District:

JHS 415 West North St.
Surveyor's Name and Address

507-451-4598
Surveyor's Phone Number and E-Mail Address

Steven J. Thompson
Engineer's Name and Address

" "
Engineers Phone Number and E-Mail Address

SUBDIVISION INFORMATION

Subdivision Name Auditor's Plat of SE 1/4 of SW 1 Lot 5
Number of Lots 1 currently in 2 lots

PID Number/s 17.1200.140
Acreage of Development 1.8 Acres

15. Acknowledgement and Signature: The undersigned hereby represents upon all of the penalties of law, for the purpose of inducing the City of Waseca to take the action herein requested, that all statements herein are true and that all work herein mentioned will be done in accordance with the ordinance of the City of Waseca and the laws of the State of Minnesota. The undersigned hereby consents that City of Waseca officials, employees, appointed commissioners and consultants hired by the City may enter the property to inspect the layout of structures, proposed placement of planned structures and additions, and the property's site features and dimensions

Blain Nelson
Signature

5/12/2023
Date

PARCEL B
0.49 ACRES±

SECTION 8-T107N-R22W



S00°14'33"W

N00°07'40"E

N00°07'40"E

EAST

Distance

(23'6")

BUILDING

BUILDING

TAIL

Distance

(47'6")

Distance

(11'6")

Distance

(35'6")

S89°25'37"E

59.40

S89°25'37"E

50.78

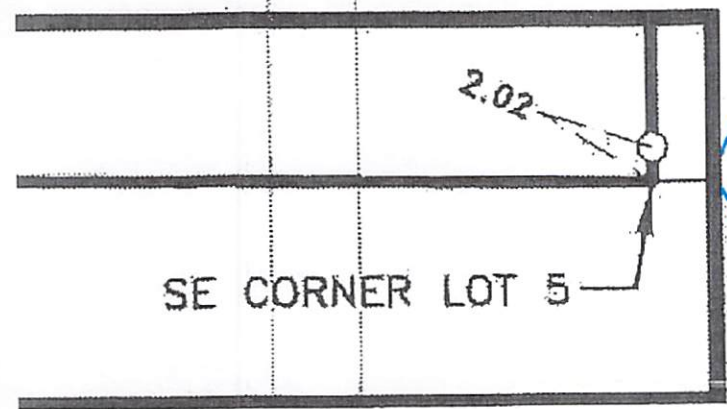
(M)110.18

S89°25'37"E

(P)110.00

SE CORNER LOT 5

LOT 5



SE CORNER LOT 5

611 & 615
4TH Ave NE

611 & 615 4th Avenue NE – Variance for a Minor Subdivision



View from the south



611 4th Avenue NE



615 4th Avenue NE



View from the north

September 29, 2023

Bill Green
Planning & Zoning Coordinator – City of Waseca
508 South State St
Waseca, MN 56093

RE: Variance Application Comments for Brock and Karissa Nelson – PID 171200140, #81-14P Clear Lake, Waseca County

Dear Mr. Green,

Thank you for sending the variance application for review. The application requests approval to divide an existing R-2 Nonriparian lot for a General Development Lake with two existing single-family dwellings into two lots. No zoning changes are required, however, both lots will be under the 75-foot minimum width requirement for a nonriparian lot with regard to the Waseca City Code for the Shoreland Overlay District. Parcel A is proposed to have a lot width of 50.78-feet with Parcel B having a lot width of 58.99-feet. Both lots will measure 363-feet in length, sufficiently meeting the 10,000-square foot minimum requirement for lot area.

The following comments are submitted for your consideration:

- The City of Waseca has shown that both lots under the proposed variance are well below the 25% maximum impervious surface requirement.
- No changes in zoning are required.
- Both lots meet setback requirements for the R-2 Urban Residential District

This variance application appears to meet the City of Waseca Ordinance for R-2 Urban Residential District nonriparian lots for a General Development Lake.

Sincerely,



Erynn Jenzen
Public Waters Protection Hydrologist
507-389-8809

EC: Todd Kolander, DNR District Manager

RESOLUTION NO. 23-45

A RESOLUTION OF THE WASECA CITY COUNCIL GRANTING A VARIANCE FOR REQUIRED LOT WIDTH FOR THE PROPERTIES LOCATED AT 611 & 615 4TH AVENUE NE

WHEREAS, application has been made to the City Council of the City of Waseca by Brock Nelson and Blain Nelson, on behalf of Brock M. Nelson and Karissa K. Nelson, for approval of a variance from the provisions of Chapter 154 of the Waseca City Code to allow non-conforming lot width for the properties located at 611 & 615 4th Avenue NE and described as:

611 4th Ave NE: The east 50.78 feet of Lot 5 of Auditor's Plat in the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 8, Township 107 North, Range 22 West, as the same is platted and recorded in the office of the County Recorder of Waseca County, Minnesota.

615 4th Ave NE: Lot 5 of Auditor's Plat in the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 8, Township 107 North, Range 22 West, as the same is platted and recorded in the office of the County Recorder of Waseca County, Minnesota; except the east 50.78 feet of said Lot 5.

And,

WHEREAS, the Waseca Planning Commission held a public hearing on the request at its October 10, 2023, meeting and all interested parties were provided an opportunity to comment; and

WHEREAS, the City Council of the City of Waseca has considered the advice and recommendation of the Planning Commission, the consistency of the proposed project with the Waseca Zoning Ordinance, and the effect of the proposed use on the health, safety, and welfare of the occupants of the surrounding land, existing and anticipated traffic conditions, and the effect of the proposed use on the City's Comprehensive Plan, and the effect on property values in the surrounding area; and

WHEREAS, the City Council of the City of Waseca makes the following findings of fact related to the requested variances:

1. The Variances are in harmony with the purposes and intent of the ordinance.
2. The use and Variances are consistent with the Comprehensive Plan.
3. The proposal puts the properties to use in a reasonable manner.
4. There are unique circumstances to the properties not created by the landowner.
5. The Variances, if granted, will not alter the essential character of the locality.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Waseca that the variance is from Chapter 154, Section 154.053, Table 8-1 which states that non-riparian lots in the Shoreland Overlay District of a General Development Lake require a 75-foot lot width. The proposed lot width for 611 4th Avenue NE is 59.40 feet for the south property line and 58.99 feet for the north property line. The proposed lot width for 615 4th Avenue NE is 50.78 feet for both the south and north property lines. The variance for these properties is subject to the following conditions:

1. The property shall be developed in accordance with the approved Survey, which is attached as **EXHIBIT A**.
2. All development on the property shall comply with the Waseca Code of Ordinances and State and Local Building codes.
3. All associated costs shall be paid by the property owner(s).

Adopted this 17th day of October 2023.

RANDY L. ZIMMERMAN
MAYOR

ATTEST:

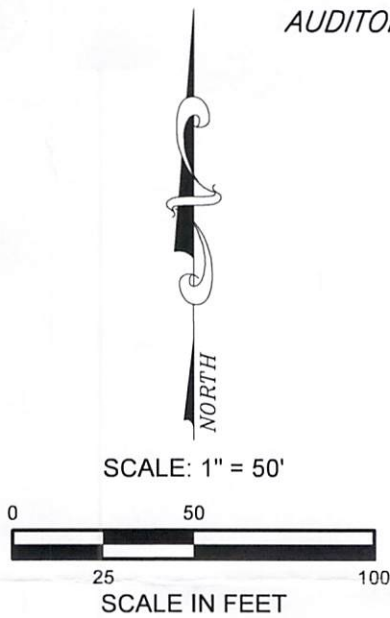
JULIA HALL
CITY CLERK

CERTIFICATE OF SURVEY
IN LOT 5, AUDITOR'S PLAT IN SE1/4 SW1/4 SECTION 8-T107N-R22W
WASECA, WASECA COUNTY, MINNESOTA

PREPARED LEGAL DESCRIPTION

PARCEL A:
The east 50.78 feet of Lot 5 of Auditor's Plat in the SE1/4 SW1/4 Section 8-T107N-R22W, as the same is platted and recorded in the office of the County Recorder of Waseca County, Minnesota.

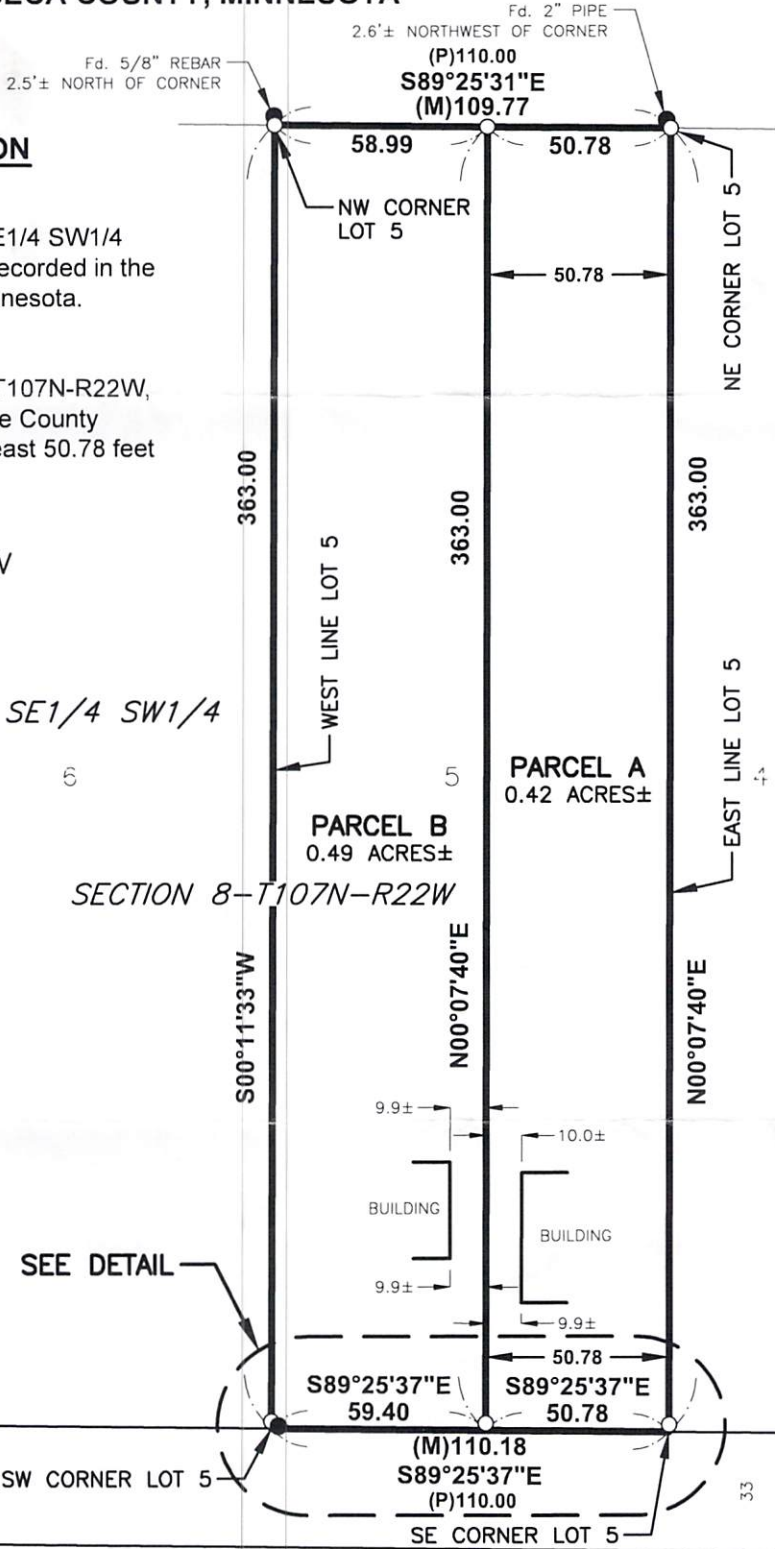
PARCEL B:
Lot 5 of Auditor's Plat in the SE1/4 SW1/4 Section 8-T107N-R22W, as the same is platted and recorded in the office of the County Recorder of Waseca County, Minnesota; except the east 50.78 feet of said Lot 5.



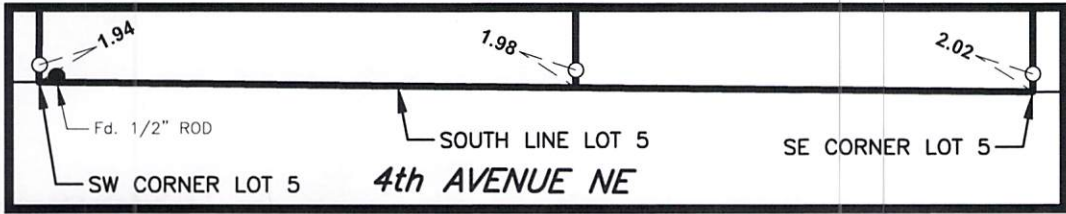
- LEGEND:
- = 5/8 Inch x 16 Inch iron stake monument (Capped SJT 22705)-Placed
 - = Iron stake monument-Found
 - M=Measured Distance
 - P=Plat Distance

4th AVENUE NE

SW CORNER LOT 5

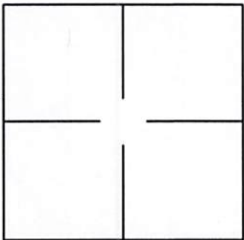


DETAIL:
SCALE: 1" = 20'



FOR: BLAIN NELSON

LOCATION MAP



Scale: 1" = 4000'

Date: 6/15/2023
Revised date: -
Drawn by: ADM
Survey: SJT
Coord-System: MNDOT CO. NAD83 1996
Page 1 of 1
Job No: 23-175.DWG

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I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Steven J. Thompson, L.S. No. 22705

6-19-23
Date



JONES
HAUGH
SMITH
Engineers + Surveyors

515 South Washington Ave.
Albert Lea, MN 56007
507-373-4876
415 West North Street
Owatonna, MN 55060
507-451-4598

RESOLUTION NO. 99-85

RESOLUTION OF THE WASECA CITY COUNCIL GRANTING TO DWAIN NELSON A CONDITIONAL USE PERMIT TO RELOCATE A STRUCTURE AND VARIANCE TO LOCATE THE STRUCTURE ON A SUBSTANDARD LOT

WHEREAS, application has been made to the City Council for the City of Waseca (CITY) by Dwain Nelson for a conditional use permit (CUP) under Section 9.58, and a variance under Section 9.45. The CUP and variance are for the purpose of relocating a home from **508 North State Street** to **611 4th Avenue NE**.

The legal description of the properties are described on the attached Exhibit "A":

AND WHEREAS, the City Council for the CITY has considered the advice and recommendation of the Planning Commission and the effect of the proposed use on the health, safety and welfare of the occupants of the surrounding land, existing and anticipated traffic control, including parking facilities on adjacent streets, and the effect of proposed use on the City's Comprehensive Plan, and the effect on property values in the surrounding area;


NOW, THEREFORE, BE IT RESOLVED, by the City Council for the City of Waseca, that it is hereby determined that the said use will bear no negative impact to emergency fire access, traffic visibility and circulation, or public safety not will it be a detriment to neighborhood character, surrounding property values, or the general purpose and intent of this ordinance and the Comprehensive Plan, and,

BE IT FURTHER RESOLVED, that this variance and conditional use permit be hereby granted to the applicant for the purpose as set forth, in accordance with the site plan attached hereto as **Exhibit "B"**, and subject to the following conditions:

1. The disconnecting of the utilities at the State Street site pursuant to the requirements of the City Engineer.
2. The basement at the State Street site shall be back-filled pursuant to the requirements of the City Engineer within 15 days of the relocation of the home. The site shall be fenced from the time the home is relocated until the time the basement hole is back-filled. The plan shall be filled pursuant to the requirements of the City Engineer.

3. A licensed building mover must be utilized to relocate the dwelling. A copy of the mover's license shall be provided to the Community Development Director.
4. The applicant shall coordinate the move with the State of Minnesota and the Waseca Police Department. The improvements should be installed subject to the site plan attached hereto.
5. The applicant must complete the improvements pursuant to the site plan attached as Exhibit B^{""} within a year of obtaining the conditional use permit.
6. The applicant must complete the improvements at the 4th Avenue site outlined by the Waseca Building Inspector within a year of obtaining the conditional use permit and variance.
7. A landscaping plan (acceptable to the Community Development Director) and a drainage plan (acceptable to the City Engineer) for the 4th Avenue site must be submitted, and work completed, within a year of the issuance of the conditional use permit and variance.

Adopted this 21st day of September 1999.


JOHN CLEMONS
MAYOR

ATTEST:


MARY BUENZOW
RECORDS SECRETARY

EXHIBIT "A"

Legal Descriptions for Nelson Move

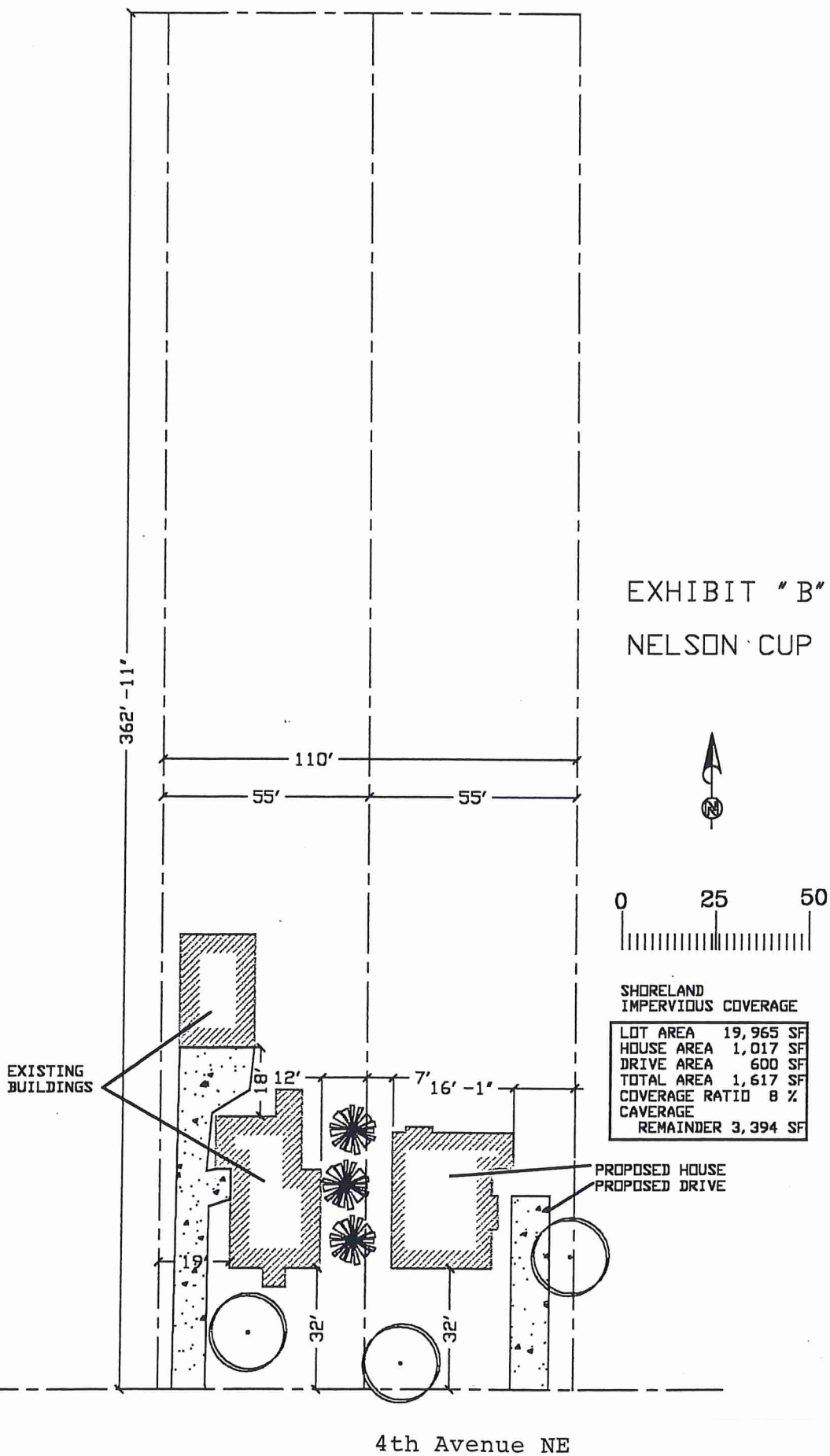
1. State Street Site:

The South 48 feet of Lot 3, Block Two (2), Bennett's Addition to the City of Waseca, except the west 10 feet thereof.

2. Fourth Avenue Site:

Lot 5, Auditors Plat of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 8-107-22

EXHIBIT "B"
NELSON CUP



RESOLUTIONS AND ORDINANCES6a **Resolution No. 99-82 – Granting variance to Richard Stagman for garage addition**

Application was received from Richard and Mary Stagman for a variance to extend their garage 5'6" toward the east side of the property. The Planning Commission held a public hearing and recommended approval of the variance from a 10' side setback to a 4'6" setback, subject to submission of a drainage plan acceptable to the City Engineer.

It was moved by Ellis, seconded by Srp, to adopt Resolution No. 99-82, A RESOLUTION OF THE WASECA CITY COUNCIL GRANTING A VARIANCE TO REDUCE THE SIDE SETBACK OF THE PROPERTY TO FOUR FEET SIX INCHES (4'6") IN AN R-1 DISTRICT FOR A GARAGE ADDITION;

DISCUSSION

Mayor Clemons questioned whether there is a plan to keep water from running off the garage onto the neighbor's property. Mr. Stagman stated that is the case. The Community Development Director explained the neighbor's house is about 10 feet away, but elevated about 4' higher than the Stagman's garage, and a drainage plan has also been submitted to ensure water does not flow onto neighboring property.

VOTE ON THE MOTION

The motion carried 7-0.

6b **Resolution No. 99-83 – Granting Conditional Use Permit to St. Paul Lutheran Church to add a parking lot**

Included in the Council material was a memorandum from the Community Development Director and Intern explaining a request from St. Paul Lutheran Church for a Conditional Use Permit and Variance to develop a 25-stall parking lot, reducing the side setback from 20' to 4'5", and the right-of-way setback from 20' to 10'. The Planning Commission held a public hearing and recommended approval of the Conditional Use Permit and Variance subject to conditions outlined by Staff. Conditions included proper grading and drainage, landscaping, lighting, a concrete approach and curbing.

It was moved by Decker, seconded by Rose, to concur with Staff and Planning Commission recommendations and adopt Resolution No. 99-83, A RESOLUTION OF THE WASECA CITY COUNCIL GRANTING A CONDITIONAL USE PERMIT AND VARIANCE TO ST. PAUL LUTHERAN CHURCH TO DEVELOP A PARKING LOT; the motion carried 7-0.

6c **Resolution No. 99-85 – Granting Conditional Use Permit and Variance to Dwain Nelson to relocate a residence**

Mr. Nelson submitted an application for a Conditional Use Permit and Variance to relocate a house from 509 North State Street to 611 4th Avenue NE, in an R2, Urban Residential zone. The property is also in the shoreland overlay zone of Clear lake. The Planning Commission held a public hearing and recommended approval of the Conditional Use Permit and Variance, subject to Staff recommendations. The recommendations included proper disconnection of utilities for the house move, backfilling the previous home site, coordination of the house move with a licensed building mover and other entities, landscaping and drainage. The Planning Commission also added a requirement that the site plan be modified to locate the home 3 feet west of the proposed location to allow for a future garage and driveway expansion.

Councilmember Rose questioned if 4th Avenue could handle moving a house down that street, and also expressed some concern about the slope of the lot the house will be moved to. The Community Development Director stated the Director of Engineering and Chief of Police are required to review and approve any house moving, and he would assume they have done this. He further stated the Planning Commission recommended moving the building site further west to allow for a garage and driveway in the future without needing a variance. The home fairly closely matches other homes in the neighborhood in appearance.

Councilmember Rose requested Staff ensure the requirements are met in the one year time period. He also asked if the DNR provided a comment regarding the location of the home. The Community Development Director stated the DNR had no problem with the location, but their concern is the impervious surface. The City Manager commented that Mr. Nelson will be required to get a moving permit, and the route must be approved before the house can be moved. The Community Development Director added that the Building Official must make sure the house complies with current building standards.

It was moved by Ellis, seconded by Zwach, to concur with Staff and Planning Commission recommendations and adopt Resolution No. 99-85, A RESOLUTION OF THE WASECA CITY COUNCIL GRANTING TO DWAIN NELSON A CONDITIONAL USE PERMIT TO RELOCATE A STRUCTURE AND VARIANCE TO LOCATE THE STRUCTURE ON A SUBSTANDARD LOT;

DISCUSSION

Councilmember Ellis questioned if there is a garage on the property. The Community Development Director stated there is, but Mr. Nelson did not indicate he wanted to move it.

Mayor Clemons indicated he will vote no on this motion as he feels this is not a good fit and he does not approve of having to squeeze a garage on the lot in the future.

VOTE ON THE MOTION

The motion carried 4-3 (nay-Decker, Rose, Clemons).

6d **Resolution No. 99-86 – Granting Conditional Use Permit to William & Mona Ripka for a Bed & Breakfast**

Mr. & Mrs. Ripka submitted an application for a Conditional Use Permit to operate a Bed & Breakfast in an R-2 Zone at 310 9th Street NE. The applicants live in the home and propose a two-room bed & breakfast. The Planning Commission held a public hearing and recommended approval of the Conditional Use Permit to the Ripkas subject to conditions outlined by Staff.

It was moved by Rose, seconded by Decker, to concur with the Staff and Planning Commission recommendations and adopt Resolution No. 99-86, A RESOLUTION OF THE WASECA CITY COUNCIL GRANTING A CONDITIONAL USE PERMIT TO WILLIAM & MONA RIPKA FOR A BED AND BREAKFAST ;

DISCUSSION

The City Manager stated a letter was received from Mr. & Mrs. Ron Gauger, voicing their concerns with the proposed B & B, and asked that letter to be acknowledged by the Council. Councilmembers read the letter from Mr. & Mrs. Gauger and placed it on record.

October 12 2023
Laura Rohde
616-4th Ave NE
Waseca MN 56093

Waseca City Council
Waseca City Planning Commission
508 South State Street
Waseca MN 56093
c/o Nate Willey, P.E. natew@ci.waseca.mn.us

Re: PID 17.120.0140 Council Agenda Item October 17 2023

Dear Mayor and Council, Planning Commission, and City Staff:

After attending the Planning Commission Meeting on October 10, I offer these comments and questions for your review and ask that this letter be acknowledged by the Council, read and placed in the record of the request from the applicant for variance. Please read and utilize information in your decision-making process. Because of the short period of time to prepare this letter, another letter will follow to be distributed to Council via City Staff or Council email, and applicant, in order to provide information about the Findings of Fact as required.

First, I express my gratitude and respect for all of you who serve our community. As a 5th generation Waseca, I've had the opportunity to witness and be a part of many historical, new, and hopeful events among a group of city-wide residents who work to enhance and treasure our unique Minnesota "small town". Thank you.

It's important for me to note that the applicant(s) have been family friends and neighbors for a very long time. The community and I are thankful for all of their work, service, and efforts in helping to make Waseca a great place to live, work, and play. Neighbors to this property have also expressed their gratitude for the applicants' expense and diligence in renovating the 611 home and garage in a beautiful manner. I wish them well as they move forward with their plans and at the same time want to bring attention to the processes for future land use development.

It's probable that some individuals regard this agenda item as a routine matter. However, it was noted at the public hearing that no members of the public usually attend, which may mean there's usually little input, understanding, or involvement by our residents. In this case, the Planning Commission indicated their surprise in seeing that there were apx 6 persons present on 10/10. Of those present, there was a general request for clarification on how the City has followed up about the permitted and/or nonconforming use of this property as it especially relates to the safety of residents, traveling public, city and emergency vehicle access, water/sewer access, and general city functions i.e. snow removal. The major issue of concern is safety.

Topics herein:

1. Recorded Conditional Use Permit, Document #227213 September 24, 1999
City and applicant responsibility for this and all applications, processes, approvals, and enforcement of Variances, Conditional Use Permits, and Minor Subdivision
2. Findings of [Fact see page](#)
4. Unanswered questions and follow up from Planning Commission meeting October 10 2023
5. 60-day Statute and other legal parameters, and appropriately tabling Council action until first available Council meeting in November 2023
6. Compiled and included (on final pages) as excerpts from City of Waseca website, City Zoning Ordinance/American Legal Publishing, League of Minnesota, Minnesota Statutes §

1. Recorded Conditional Use Permit Waseca County Document #227213 9/24/1999 and City Approved Permits

As discussed and acknowledged at the public hearing 10/10/2023, the **conditions and use** of the Conditional Use Permit haven't been met. There is a nexus between this CUP and the variance and subdivision processes, as well as any City approved permits. I had emailed Mr. Green more than a week ago and asked to receive confirmation that all required City permits (moving in house, access, had been properly issued according to the CUP and regular permit requirements, and that completion was properly inspected. I haven't received that information. Consulting Mr. Willey he said that the City may not keep permit records from 1999. Is this accurate? If so, it seems atypical from most other cities and counties. On any property purchased, documents are recorded per title requirements. It's important for future property owners to consult these types of recorded documents so that they are aware and that they acknowledge, as the new property owner, they would be subject to perform conditions and code requirements if the prior owner had not.

See City Ordinance, LMC land use, MN Statutes links herein

2. City and applicant responsibility in this and all applications, processes, and enforcement of Variances, Conditional Use Permits, and Minor Subdivision

Both the City and the applicant have that responsibility. Some Planning Commission members and the City staff asserted at the public hearing that it's the public, the neighbors, who would need to alert the City of any concerns including safe access to 4th Ave NE. Please note neighboring property owners in any part of the City change over time. New owners may not be aware of the 1999 CUP nor would be provided a copy when they purchase their new home. That would seem a very large practice to require citizens to know and understand the codes and how/when/who to contact to see that the City's responsibility is accomplished. (note: there are approximately 11,500 properties in Waseca County, with potentially 5,000 properties in City of Waseca, will confirm with Auditor Treasurer 10/17) The City and the applicant for any variance and CUP etc are responsible to follow through on the conditions of the CUP and City ordinance and building codes. The CUP was duly recorded on the property as noted above on September 24, 1999. Speaking with Katie Burns at the County Recorder's today, she informed me that the City has free access to all documents recorded in Waseca County through their Land Shark platform. Mr. Green had been the only person in the past utilizing this free service. In order for staff to diligently prepare research on applications, this Land Shark tool is necessary as each application is completed for City action. Katie received notice that Mr. Green's position is now open, and she advises that staff who are filling in can contact her at 835-0670 to obtain a password so that the City can again access this program at no cost.

<https://www.wasecacounty.gov/DocumentCenter/View/28/Waseca-County-LandShark-Remote-Access-Agreement?bidId>

3. Findings of Fact see page

4. Unanswered questions and follow up from Planning Commission meeting October 10 2023

- The City must require safety methods regarding access to 4th Ave NE **as outlined in the Conditional Use Permit and Variance from 1999. Remedy= current property owner needs to create appropriate driveway to the East as prescribed in the Council minutes 1999 and site plan exhibit B of CUP.**
- As stated on 10/10 current renters park on a slope toward the home and away from the street. Father and son of the family renters continually have to chip away ice and snow so that they get their cars out onto the road. **Remedy = property owner needs to add fill to** See photos from staff report.
- Drivers experience safety issues when excess amount of cars are parked on both sides of street. **Get analysis and recommendation from Road/Traffic committee for possible on sided-parking.**
- Does City treat property owners in a consistent manner? Previous renter Terry Hager was issued a ticket from the City for parking in front of house and displaying rattan furniture for sale.

<https://www.dsfuneral.com/obituaries/terry-hager>

5. 60-day Statute and other legal parameters, and appropriately tabling Council action until first available Council meeting in November 2023

-
- Request to table Council action until November meeting with written notice to applicant state time/date/reasons so that further research can be done to aid this application.
-

6. Compiled and included as excerpts from City of Waseca website, City Zoning Ordinance/American Legal Publishing, League of Minnesota, Minnesota Statutes

https://codelibrary.amlegal.com/codes/waseca/latest/waseca_mn/0-0-0-12529

https://codelibrary.amlegal.com/codes/waseca/latest/waseca_mn/0-0-0-14225

https://codelibrary.amlegal.com/codes/waseca/latest/waseca_mn/0-0-0-14932#JD_154.201

(B) *General lot requirements.*

(1) *Construction of more than one principal structure on a platted lot.* Whenever any land is subdivided, a building permit for the construction of a building or other principal structure (excluding buildings under common ownership or unified control) shall not be issued unless the land is subdivided in accordance with the procedures and standards of this chapter.

§ 154.014 PRINCIPAL AND ACCESSORY USES IN THE RESIDENTIAL DISTRICTS.

https://codelibrary.amlegal.com/codes/waseca/latest/waseca_mn/0-0-0-12448#JD_154.005

<https://www.ci.waseca.mn.us/building-permits-inspections/pages/informational-documents-forms>

<https://www.ci.waseca.mn.us/building-permits-inspections/pages/building-permit-information>

<https://www.ci.waseca.mn.us/building-permits-inspections/pages/utility-locate-information>

https://www.ci.waseca.mn.us/sites/g/files/vyhlf5156/f/uploads/resident_request_for_m.pdf

https://codelibrary.amlegal.com/codes/waseca/latest/waseca_mn/0-0-0-3185

https://codelibrary.amlegal.com/codes/waseca/latest/waseca_mn/0-0-0-3823#JD_151.100

https://codelibrary.amlegal.com/codes/waseca/latest/waseca_mn/0-0-0-3823#JD_151.100

https://codelibrary.amlegal.com/codes/waseca/latest/waseca_mn/0-0-0-3795

https://codelibrary.amlegal.com/codes/waseca/latest/waseca_mn/0-0-0-3796

[https://codelibrary.amlegal.com/codes/waseca/latest/waseca_mn/0-0-0-3851\](https://codelibrary.amlegal.com/codes/waseca/latest/waseca_mn/0-0-0-3851)

https://codelibrary.amlegal.com/codes/waseca/latest/waseca_mn/0-0-0-3807

https://codelibrary.amlegal.com/codes/waseca/latest/waseca_mn/0-0-0-3471

https://codelibrary.amlegal.com/codes/waseca/latest/waseca_mn/0-0-0-3530

https://codelibrary.amlegal.com/codes/waseca/latest/waseca_mn/0-0-0-3810

https://codelibrary.amlegal.com/codes/waseca/latest/waseca_mn/0-0-0-3854

https://codelibrary.amlegal.com/codes/waseca/latest/waseca_mn/0-0-0-3951#JD_152.06

https://codelibrary.amlegal.com/codes/waseca/latest/waseca_mn/0-0-0-12448#JD_154.005

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394.37 ENFORCEMENT.

Subdivision 1.Conveyance compliance.

The board shall provide for the enforcement of sections [394.21](#) to [394.37](#) and of ordinances and regulations made thereunder, and may impose enforcement duties on any officer, department, agency, or employee of the county. In a county in which subdivision regulations or controls are in force and have been filed or recorded as provided in section [394.35](#), the board may by ordinance require that a copy of some or all instruments which convey real estate be submitted by the county recorder to the administrative officer as provided in section [394.29](#), for review after recording. The officer shall examine each such instrument to determine whether the proposed conveyance complies with the subdivision and platting regulations of the county. If the conveyance does not comply with regulations, the administrative officer shall give notice by mail of the potential violation to the parties to the conveyance.

Subd. 2.Violations are misdemeanor.

It is declared unlawful for any person to violate any of the terms and provisions of sections [394.21](#) to [394.37](#) or the provisions of any ordinance, regulation, or other official control adopted by the board. Violation thereof shall be a misdemeanor. All fines for violations shall be paid to the county and shall be credited to the general revenue fund.

Subd. 3.Other remedies by county attorney.

In the event of a violation or a threatened violation of sections [394.21](#) to [394.37](#) or of any ordinance, regulation, or other official control adopted hereunder, the board, or any member thereof, in addition to other remedies, may institute appropriate actions or proceedings to prevent, restrain, correct, or abate such violations or threatened violations and it is the duty of the county attorney to institute such action.

Subd. 4.[Taxpayer mandamus action.](#)

Any taxpayer of the county may institute mandamus proceedings in district court to compel specific performance by the proper official or officials of any duty required by sections [394.21](#) to [394.37](#) or by any ordinance adopted thereunder.

History:

§ 154.008 TRANSITIONAL REGULATIONS.

(A) *Purpose.* The purpose of transitional regulations is to resolve the status of properties with pending applications and properties with outstanding violations, at the time of the adoption of this chapter.

(B) *Violations continue.* Any violation of previous versions of this chapter shall continue to be a violation under this chapter and shall be subject to the penalties and enforcement set forth in Sub-Chapter 18, Enforcement, unless the use, development, construction, or other activity complies with the provisions of this chapter.

(C) *Uses, structures, and lots rendered nonconforming.* Where any use, building, structure, or lot that legally existed on the effective date of this chapter does not meet all standards set forth in this chapter, such building, structure, lot or parcel shall be subject to the requirements of §§ [154.101](#) through [154.106](#), Non-Conforming Uses and Structures.

(D) *Existing legal nonconformities.* Legal nonconforming lots of record and uses that existed on the effective date of this chapter shall be controlled by §§ [154.101](#) through [154.106](#), Non-Conforming Uses and Structures.

(E) *Processing of applications commenced or approved under previous ordinances.*

(1) *Pending application.*

(a) Any complete application that has been submitted or accepted for review, but upon which no final action has been taken by the appropriate decision making body prior to the effective date of this chapter, shall be reviewed in accordance with the provisions of ordinances in effect on the date the application was deemed complete by the city.

(b) An applicant with a pending application may waive the review available under the prior ordinance through a written letter to the Planning Director, and instead request review under the provisions of this chapter.

(2) *Approved projects.*

(a) Approved land use and other related actions by the City of Waseca authorized under the prior ordinance, including Building Permits that are valid on the effective date of this chapter, shall remain valid until their expiration date, where applicable.

(b) Projects with valid approvals or permits shall comply with the requirements of this chapter where the standards will not materially affect the project. Where use of these standards

would materially affect the project, the project shall be completed pursuant to the development standards in effect at the time of approval, provided that the permit or approval is valid and has not lapsed.

(c) Any building or development for which a building permit was granted prior to the effective date of this chapter shall be permitted to proceed as permitted or approved, even if such building or development does not conform to the provisions of this chapter, as long as the building permit remains valid.

(d) Building permits authorized in accordance with the ordinance existing prior to the effective date of this chapter shall still be valid, but shall not be renewed if the permit expires. All future permits shall only be issued if in compliance with the requirements of this chapter. (Ord. 1040, passed 1-5-16)

§ 154.009 SEVERABILITY.

(A) *Provisions.* If any court of competent jurisdiction invalidates any provision of this chapter, then such judgment shall not affect the validity and continued enforcement of any other provision of this chapter.

(B) *Properties.* If any court of competent jurisdiction invalidates the application of any provision of this chapter to a particular property, structure, or situation, then such judgment shall not affect the application of that provision to any other building, structure, or situation not specifically included in that judgment.

(C) *Approvals.* If any court of competent jurisdiction rules invalid any condition attached to an approval under this chapter, then such judgment shall not affect any other conditions or requirements attached to the same approval that are not specifically included in that judgment.

(D) *Administrative actions.* Whenever a condition or limitation is included in an administrative action authorizing regulatory activity, then it shall be conclusively presumed that the authorizing officer, commission, or board considered such condition or limitation necessary to carry out the spirit and intent of this chapter, and that the officer, commission, or board would not have granted the authorization to which the condition or limitation pertained except in the determination that the condition or limitation was lawful.

(E) *Appeals.* No judgment of any court of competent jurisdiction shall be considered final until all appeals therefore have been exhausted.

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

§ 154.010 ENFORCEMENT AND PENALTY.

(A) *Enforcement.* This chapter shall be enforced by the Zoning Administrator, or his or her designated agent, who is authorized to take any appropriate actions or proceedings against a violator as provided by state statute, Waseca City Charter or Waseca City Ordinance. The activities may include, but not be limited to, the following:

(1) Periodic inspection of buildings, structures or uses of land to determine compliance with the terms of this chapter;

(2) Notification, in writing, of any person responsible for violating a provision of this chapter, indicating the nature of the violation and ordering the action necessary to correct it;

(3) Order abatement of illegal use of land, buildings or structures; order removal of illegal buildings, structures, additions or alterations; order abatement of illegal work being done; or take any other action authorized by this chapter to insure compliance with or to prevent violation of its provisions, including cooperation with the City Attorney in the prosecution of complaints; and

(4) Seek immediate enforcement, without prior written notice, whenever it is determined that an emergency exists in relation to the enforcement of a provision of this chapter which requires immediate action to protect the health, safety or welfare of occupants of any structure, or the public.

(B) *Penalty.* Any person who violates any provision of this chapter or fails to comply with a lawful written order issued pursuant to abatement or emergency abatement, shall be guilty of a misdemeanor, and upon conviction thereof, be fined not more than the maximum penalty for a misdemeanor prescribed under state law.

(Ord. 1078, passed 7-21-20)

§ 154.197 COMMON DISTRICT REQUIREMENTS.

The following regulations shall apply in all base zoning districts:

(A) *Building within public easements prohibited.* No permanent structure shall be built in an easement dedicated for a public purpose unless authorized by an amendment to the easement or a license agreement issued by the Community Development Department.

(B) *Outlots.* No building permit or grading permit can be issued for a parcel of land designated in a plat as an outlot unless specifically authorized by the City Council.

(C) *Principal buildings on a parcel.* Normally, only one principal building is allowed on each land parcel. However, more than one principal building may be allowed on a platted lot if:

(1) The buildings are closely equivalent in size and importance; and

(2) They are all approved and remain under the same ownership; or

(3) The parcel is platted as a common interest community per M.S. § 515B.2-1101.

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

§ 154.198 LOT AND PARCEL CONTROLS.

(A) *Zoning lots.* No part of an existing zoning lot shall be used as a separate zoning lot or for the use of another zoning lot, except as otherwise provided in this chapter.

(B) *Minimum lot area.* Lot area requirements shall be as specified in the applicable zoning district in which a zoning lot is located. No yard or lot existing at the time of passage of this chapter shall be reduced in size or area below the minimum requirements identified within this chapter.

(C) *Street frontage.* Each lot shall have frontage on a public street at a width satisfying the requirements specified for each zoning district. In the case of a condominium, unified shopping center, or planned unit development, the entire site shall be considered one zoning lot.

(D) *Common yard and height requirements.* In general:

(1) Unless otherwise authorized by variance, administrative adjustment or PUD, no lot, yard, or other open space shall be reduced in area or dimension so as to make such lot, yard, or open space less than the minimum required by this chapter; and if the existing yard or other open space as existing is less than the minimum required, it shall not be further reduced.

(2) A yard or other open area required about a building shall not be included as part of a yard or other open space for another building.

(E) *Division of a zoning lot.* No zoning lot shall be divided into two or more zoning lots unless all zoning lots resulting from such division conform to all applicable regulations of this chapter.

(F) *Existing lots.*

(1) A lot or parcel of land in a residential district which was of record as a separate lot or parcel in the Office of the County Recorder or Registrar of Titles on or before the date of adoption of this chapter may be used for single-family detached dwelling purposes provided the area and width are within 66% of the minimum requirements of

this chapter and provided that it can be demonstrated that safe and adequate sewage treatment systems can be installed to serve the permanent dwelling.

(2) In the Shoreland Overlay Zoning District, lots of record in the Office of the County Recorder on the date of enactment of local shoreland controls that do not meet the requirements of §§ [154.110](#) through [154.126](#), Shoreland Overlay District, may be allowed as building sites without variances from lot size requirements provided:

- (a) The use is permitted in the zoning district;
- (b) The lot has been in separate ownership from abutting lands at all times since it became substandard;
- (c) The lot was created compliant with official controls in effect at the time;
- (d) Sewage treatment and setback requirements of this chapter are met; and
- (e) Impervious surface coverage does not exceed 25% of the lot.

(3) In the Shoreland Overlay Zoning District, a group of two or more contiguous lots of record under a common ownership, an individual lot must be considered as a separate parcel of land for the purpose of sale or development, if it meets the following requirements:

- (a) The lot must be at least 66% of the dimensional standard for lot width and lot size for the shoreland classification consistent with Minn. Rules, Ch. 6120;
- (b) The lot must be connected to safe and adequate sewage treatment;
- (c) Impervious surface coverage must not exceed 25% of each lot; and
- (d) Development of the lot must be consistent with an adopted comprehensive plan.

(4) A lot subject to division (C) of this section, not meeting the requirements of division (C) must be combined with the one or more contiguous lots so they equal one or more conforming lots as much as possible.

(5) Notwithstanding division (C) of this section, contiguous non-conforming lots of record in shoreland areas under a common ownership must be able to be sold individually if each lot contained a habitable dwelling at the time the lots came under common ownership and the lots are connected to safe and adequate sewage treatment.

(6) In the Shoreland Overlay Zoning District, when evaluating variances, zoning and building permit applications or conditional use requests, the zoning authority shall require the property owner to address, when appropriate, storm water runoff, impervious surfaces, increased setback, wetland restoration, vegetative buffers, sewage treatment and water supply, and other conservation actions.

(7) A portion of a conforming lot may be separated from an existing parcel as long as the remainder of the existing parcel meets the lot size and sewage treatment requirements of the zoning district for a new lot and the newly created parcel is combined with an adjacent parcel.

(`86 Code, § 9.14) (Am. Ord. 632, passed 12-15-92; Am. Ord. 983, passed 7-17-12)

(G) *Corner lots.* On a corner lot, one of the lot lines that abuts the street shall be considered a front lot line and the other shall be considered a corner side lot line. Establishment of the front lot line shall be based on the orientation of the existing or proposed building.

(H) *Through lots.* On a through lot, both lot lines that abut the street shall be considered front lot lines. The required front setback shall be provided and maintained along each front lot line.

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

§ 154.199 ENCROACHMENTS ALLOWED INTO REQUIRED SETBACK AREAS.

The following shall be considered as permitted encroachments on setback and height requirements except as provided in this chapter.

(A) In any yard: off-street open parking spaces, flues, leaders, sills, pilasters, lintels, cornices, eaves, gutters, awnings, patios and open terraces that do not rise more than one foot above the ground, service station pump islands, open canopies between principal and accessory buildings, steps, access ramps for handicapped persons, chimneys, antennas mounted on buildings, flag poles, posts, mail boxes, "Little Free Libraries," ornamental features, open fire escapes, sidewalks and fences and all other similar devices incidental and appurtenant to the principal structure except as hereinafter amended.

(B) Decks are also exempted from the rear yard setback requirements except that a deck may not be located closer than 20 feet from the rear property line.

(C) Balconies, eaves and extensions of decks eight feet above grade shall not extend over minimum side setback lines or over driveways, however, encroachments on the front and rear yard setbacks are permitted as follows:

(1) *Front yard setback*: extension equal to 10% of the minimum front setback required for the underlying zoning district.

(2) *Rear yard setback*: minimum setback of 20 feet from the rear property line.

(D) Unenclosed or open sided porches and decks may extend into the front yard setback of any residential district a distance equal to 50% of the setback or ten feet, whichever is less. Rails, roofs and porch posts shall be permitted. Porches may be screened, however, no walls shall be permitted.

(`86 Code, § 9.56) (Ord. 700, passed 7-15-97; Am. Ord. 942, passed 7-1-08; Am. Ord. 1040, passed 1-5-16)

<https://www.lmc.org/news-publications/publications/handbook-for-minnesota-cities/>

<https://www.lmc.org/wp-content/uploads/documents/Meetings-of-City-Councils.pdf>
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462.3595 CONDITIONAL USE PERMITS.

Subdivision 1.Authority.

The governing body may by ordinance designate certain types of developments, including planned unit developments, and certain land development activities as conditional uses under zoning regulations. Conditional uses may be approved by the governing body or other designated authority by a showing by the applicant that the standards and criteria stated in the ordinance will be satisfied. The standards and criteria shall include both general requirements for all conditional uses, and insofar as practicable, requirements specific to each designated conditional use.

Subd. 2.Public hearings.

Public hearings on the granting of conditional use permits shall be held in the manner provided in section [462.357, subdivision 3](#).

Subd. 3.Duration.

A conditional use permit shall remain in effect as long as the conditions agreed upon are observed, but nothing in this section shall prevent the municipality from enacting or amending official controls to change the status of conditional uses.

<https://www.lmc.org/news-publications/publications/cities-bulletin/>

Subd. 4.Recording of permit.

A certified copy of any conditional use permit shall be recorded with the county recorder or registrar of titles of the county or counties in which the municipality is located for record. The conditional use permit shall include the legal description of the property included.

History:

1982 c 507 s 25; 2005 c 4 s 110

<https://www.revisor.mn.gov/statutes/cite/462.357#stat.462.357.3>

<https://www.revisor.mn.gov/laws/2023/0/37/laws.6.7.0#laws.6.7.0>

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462.357 OFFICIAL CONTROLS: ZONING ORDINANCE.

Subdivision 1.Authority for zoning.

For the purpose of promoting the public health, safety, morals, and general welfare, a municipality may by ordinance regulate on the earth's surface, in the air space above the surface, and in subsurface areas, the location, height, width, bulk, type of foundation, number of stories, size of buildings and other structures, the percentage of lot which may be occupied, the size of yards and other open spaces, the density and distribution of population, the uses of buildings and structures for trade, industry, residence, recreation, public activities, or other purposes, and the uses of land for trade, industry, residence, recreation, agriculture, forestry, soil conservation, water supply conservation, conservation of shorelands, as defined in sections [103F.201](#) to [103F.221](#), access to direct sunlight for solar energy systems as defined in section [216C.06](#), flood control or other purposes, and may establish standards and procedures regulating such uses. To accomplish these purposes, official controls may include provision for purchase of development rights by the governing body in the form of conservation easements

under chapter 84C in areas where the governing body considers preservation desirable and the transfer of development rights from those areas to areas the governing body considers more appropriate for development. No regulation may prohibit earth sheltered construction as defined in section [216C.06, subdivision 14](#), relocated residential buildings, or manufactured homes built in conformance with sections [327.31](#) to [327.35](#) that comply with all other zoning ordinances promulgated pursuant to this section. The regulations may divide the surface, above surface, and subsurface areas of the municipality into districts or zones of suitable numbers, shape, and area. The regulations shall be uniform for each class or kind of buildings, structures, or land and for each class or kind of use throughout such district, but the regulations in one district may differ from those in other districts. The ordinance embodying these regulations shall be known as the zoning ordinance and shall consist of text and maps. A city may by ordinance extend the application of its zoning regulations to unincorporated territory located within two miles of its limits in any direction, but not in a county or town which has adopted zoning regulations; provided that where two or more noncontiguous municipalities have boundaries less than four miles apart, each is authorized to control the zoning of land on its side of a line equidistant between the two noncontiguous municipalities unless a town or county in the affected area has adopted zoning regulations. Any city may thereafter enforce such regulations in the area to the same extent as if such property were situated within its corporate limits, until the county or town board adopts a comprehensive zoning regulation which includes the area.

Subd. 1a.Certain zoning ordinances.

A municipality must not enact, amend, or enforce a zoning ordinance that has the effect of altering the existing density, lot-size requirements, or manufactured home setback requirements in any manufactured home park constructed before January 1, 1995, if the manufactured home park, when constructed, complied with the then existing density, lot-size and setback requirements.

Subd. 1b.Conditional uses.

A manufactured home park, as defined in section [327.14, subdivision 3](#), is a conditional use in a zoning district that allows the construction or placement of a building used or intended to be used by two or more families.

Subd. 1c.Amortization prohibited.

Except as otherwise provided in this subdivision, a municipality must not enact, amend, or enforce an ordinance providing for the elimination or termination of a use by amortization which use was lawful at the time of its inception. This subdivision does not apply to adults-only bookstores, adults-only theaters, or similar adults-only businesses, as defined by ordinance.

Subd. 1d.Nuisance.

Subdivision 1c does not prohibit a municipality from enforcing an ordinance providing for the prevention or abatement of nuisances, as defined in section [561.01](#), or eliminating a use determined to be a public nuisance, as defined in section [617.81, subdivision 2, paragraph \(a\), clauses \(i\) to \(ix\)](#), without payment of compensation.

Subd. 1e.Nonconformities.

(a) Except as otherwise provided by law, any nonconformity, including the lawful use or occupation of land or premises existing at the time of the adoption of an additional control under this chapter, may be continued, including through repair, replacement, restoration, maintenance, or improvement, but not including expansion, unless:

(1) the nonconformity or occupancy is discontinued for a period of more than one year; or

(2) any nonconforming use is destroyed by fire or other peril to the extent of greater than 50 percent of its estimated market value, as indicated in the records of the county assessor at the time of damage, and no building permit has been applied for within 180 days of when the property is damaged. In this case, a municipality may impose reasonable conditions upon a zoning or building permit in order to mitigate any newly created impact on adjacent property or water body. When a nonconforming structure in the shoreland district with less than 50 percent of the required setback from the water is destroyed by fire or other peril to greater than 50 percent of its estimated market value, as indicated in the records of the county assessor at the time of damage, the structure setback may be increased if practicable and reasonable conditions are placed upon a zoning or building permit to mitigate created impacts on the adjacent property or water body.

(b) Any subsequent use or occupancy of the land or premises shall be a conforming use or occupancy. A municipality may, by ordinance, permit an expansion or impose upon nonconformities reasonable regulations to prevent and abate nuisances and to protect the public health, welfare, or safety. This subdivision does not prohibit a municipality from enforcing an ordinance that applies to adults-only bookstores, adults-only theaters, or similar adults-only businesses, as defined by ordinance.

(c) Notwithstanding paragraph (a), a municipality shall regulate the repair, replacement, maintenance, improvement, or expansion of nonconforming uses and structures in floodplain areas to the extent necessary to maintain eligibility in the National Flood Insurance Program and not increase flood damage potential or increase the degree of obstruction to flood flows in the floodway.

(d) Paragraphs (d) to (j) apply to shoreland lots of record in the office of the county recorder on the date of adoption of local shoreland controls that do not meet the requirements for lot size or lot width. A municipality shall regulate the use of nonconforming lots of record and the repair, replacement, maintenance, improvement, or expansion of nonconforming uses and structures in shoreland areas according to paragraphs (d) to (j).

(e) A nonconforming single lot of record located within a shoreland area may be allowed as a building site without variances from lot size requirements, provided that:

- (1) all structure and septic system setback distance requirements can be met;
 - (2) a Type 1 sewage treatment system consistent with Minnesota Rules, chapter 7080, can be installed or the lot is connected to a public sewer; and
 - (3) the impervious surface coverage does not exceed 25 percent of the lot.
- (f) In a group of two or more contiguous lots of record under a common ownership, an individual lot must be considered as a separate parcel of land for the purpose of sale or development, if it meets the following requirements:
- (1) the lot must be at least 66 percent of the dimensional standard for lot width and lot size for the shoreland classification consistent with Minnesota Rules, chapter 6120;
 - (2) the lot must be connected to a public sewer, if available, or must be suitable for the installation of a Type 1 sewage treatment system consistent with Minnesota Rules, chapter 7080, and local government controls;
 - (3) impervious surface coverage must not exceed 25 percent of each lot; and
 - (4) development of the lot must be consistent with an adopted comprehensive plan.
- (g) A lot subject to paragraph (f) not meeting the requirements of paragraph (f) must be combined with the one or more contiguous lots so they equal one or more conforming lots as much as possible.
- (h) Notwithstanding paragraph (f), contiguous nonconforming lots of record in shoreland areas under a common ownership must be able to be sold or purchased individually if each lot contained a habitable residential dwelling at the time the lots came under common ownership and the lots are suitable for, or served by, a sewage treatment system consistent with the requirements of section [115.55](#) and Minnesota Rules, chapter 7080, or connected to a public sewer.
- (i) In evaluating all variances, zoning and building permit applications, or conditional use requests, the zoning authority shall require the property owner to address, when appropriate, stormwater runoff management, reducing impervious surfaces, increasing setback, restoration of wetlands, vegetative buffers, sewage treatment and water supply capabilities, and other conservation-designed actions.
- (j) A portion of a conforming lot may be separated from an existing parcel as long as the remainder of the existing parcel meets the lot size and sewage treatment requirements of the zoning district for a new lot and the newly created parcel is combined with an adjacent parcel.
-

Subd. 1h.Comprehensive plans in greater Minnesota; open spaces.

When adopting or updating a comprehensive plan in a municipality located within a county that is not a greater than 80 percent area, as defined in section [103G.005](#), [subdivision 10b](#), and that is located outside the metropolitan area, as defined by section [473.121](#), [subdivision 2](#), the municipality shall consider adopting goals and objectives for the preservation of agricultural, forest, wildlife, and open space land and the minimization of development in sensitive shoreland areas. Within three years of updating the comprehensive plan, the municipality shall consider adopting ordinances as part of the municipality's official controls that encourage the implementation of the goals and objectives.

Subd. 2.General requirements.

(a) At any time after the adoption of a land use plan for the municipality, the planning agency, for the purpose of carrying out the policies and goals of the land use plan, may prepare a proposed zoning ordinance and submit it to the governing body with its recommendations for adoption.

(b) Subject to the requirements of subdivisions 3, 4, and 5, the governing body may adopt and amend a zoning ordinance by a majority vote of all its members. The adoption or amendment of any portion of a zoning ordinance which changes all or part of the existing classification of a zoning district from residential to either commercial or industrial requires a two-thirds majority vote of all members of the governing body.

(c) The land use plan must provide guidelines for the timing and sequence of the adoption of official controls to ensure planned, orderly, and staged development and redevelopment consistent with the land use plan.

Subd. 3.Public hearings.

No zoning ordinance or amendment thereto shall be adopted until a public hearing has been held thereon by the planning agency or by the governing body. A notice of the time, place and purpose of the hearing shall be published in the official newspaper of the municipality at least ten days prior to the day of the hearing. When an amendment involves changes in district boundaries affecting an area of five acres or less, a similar notice shall be mailed at least ten days before the day of the hearing to each owner of affected property and property situated wholly or partly within 350 feet of the property to which the amendment relates. For the purpose of giving mailed notice, the person responsible for mailing the notice may use any appropriate records to determine the names and addresses of owners. A copy of the notice and a list of the owners and addresses to which the notice was sent shall be attested to by the responsible person and shall be made a part of the records of the proceedings. The failure to give mailed notice to individual property owners, or defects in the notice shall not invalidate the proceedings, provided a bona fide attempt to comply with this subdivision has been made.

Subd. 4.Amendments.

An amendment to a zoning ordinance may be initiated by the governing body, the planning agency, or by petition of affected property owners as defined in the zoning ordinance. An amendment not initiated by the planning agency shall be referred to the planning agency, if there is one, for study and report and may not be acted upon by the governing body until it has received the recommendation of the planning agency on the proposed amendment or until 60 days have elapsed from the date of reference of the amendment without a report by the planning agency.

Subd. 5.Amendment; certain cities of the first class.

The provisions of this subdivision apply to the adoption or amendment of any portion of a zoning ordinance which changes all or part of the existing classification of a

zoning district from residential to either commercial or industrial of a property located in a city of the first class, except a city of the first class in which a different process is provided through the operation of the city's home rule charter. In a city to which this subdivision applies, amendments to a zoning ordinance shall be made in conformance with this section but only after there shall have been filed in the office of the city clerk a written consent of the owners of two-thirds of the several descriptions of real estate situate within 100 feet of the total contiguous descriptions of real estate held by the same owner or any party purchasing any such contiguous property within one year preceding the request, and after the affirmative vote in favor thereof by a majority of the members of the governing body of any such city. The governing body of such city may, by a two-thirds vote of its members, after hearing, adopt a new zoning ordinance without such written consent whenever the planning commission or planning board of such city shall have made a survey of the whole area of the city or of an area of not less than 40 acres, within which the new ordinance or the amendments or alterations of the existing ordinance would take effect when adopted, and shall have considered whether the number of descriptions of real estate affected by such changes and alterations renders the obtaining of such written consent impractical, and such planning commission or planning board shall report in writing as to whether in its opinion the proposals of the governing body in any case are reasonably related to the overall needs of the community, to existing land use, or to a plan for future land use, and shall have conducted a public hearing on such proposed ordinance, changes or alterations, of which hearing published notice shall have been given in a daily newspaper of general circulation at least once each week for three successive weeks prior to such hearing, which notice shall state the time, place and purpose of such hearing, and shall have reported to **the governing body of the city its findings and recommendations in writing.**

Subd. 6. Appeals and adjustments.

Appeals to the board of appeals and adjustments may be taken by any affected person upon compliance with any reasonable conditions imposed by the zoning ordinance. The board of appeals and adjustments has the following powers with respect to the zoning ordinance:

(1) To hear and decide appeals where it is alleged that there is an error in any order, requirement, decision, or determination made by an administrative officer in the enforcement of the zoning ordinance.

(2) To hear requests for variances from the requirements of the zoning ordinance including restrictions placed on nonconformities.

Variances shall only be permitted when they are in harmony with the general purposes and intent of the ordinance and when the variances are consistent with the comprehensive plan. Variances may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the zoning ordinance. "Practical difficulties," as used in connection with the granting of a variance, means that the property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance; the plight of the landowner is due to circumstances unique to the property not created by the landowner; and the variance, if granted, will not alter the essential character of the locality. Economic considerations alone do not constitute practical difficulties.

Practical difficulties include, but are not limited to, inadequate access to direct sunlight for solar energy systems. Variances shall be granted for earth sheltered construction as defined in section [216C.06, subdivision 14](#), when in harmony with the ordinance. The board of appeals and adjustments or the governing body as the case may be, may not permit as a variance any use that is not allowed under the zoning ordinance for property in the zone where the affected person's land is located. The board or governing body as the case may be, may permit as a variance the temporary use of a one family dwelling as a two family dwelling.

The board or governing body as the case may be may impose conditions in the granting of variances. A condition must be directly related to and must bear a rough proportionality to the impact created by the variance.

Subd. 9.Development goals and objectives.

In adopting official controls after July 1, 2008, in a municipality outside the metropolitan area, as defined by section [473.121](#), subdivision 2, the municipality shall consider restricting new residential, commercial, and industrial development so that the new development takes place in areas subject to the following goals and objectives:

- (1) minimizing the fragmentation and development of agricultural, forest, wildlife, and open space lands, including consideration of appropriate minimum lot sizes;
- (2) minimizing further development in sensitive shoreland areas;
- (3) minimizing development near wildlife management areas, scientific and natural areas, and nature centers;
- (4) encouraging land uses in airport safety zones that are compatible with the safe operation of the airport and the safety of people in the vicinity of the airport;
- (5) identification of areas of preference for higher density, including consideration of existing and necessary water and wastewater services, infrastructure, other services, and to the extent feasible, encouraging full development of areas previously zoned for nonagricultural uses;
- (6) encouraging development close to places of employment, shopping centers, schools, mass transit, and other public and private service centers;
- (7) identification of areas where other developments are appropriate; and
- (8) other goals and objectives a municipality may identify.

History:

[1965 c 670 s 7](#); [1969 c 259 s 1](#); [1973 c 123 art 5 s 7](#); [1973 c 379 s 4](#); [1973 c 539 s 1](#); [1973 c 559 s 1,2](#); [1975 c 60 s 2](#); [1978 c 786 s 14,15](#); [Ex1979 c 2 s 42,43](#); [1981 c 356 s 248](#); [1982 c 490 s 2](#); [1982 c 507 s 22](#); [1984 c 617 s 6-8](#); [1985 c 62 s 3](#); [1985 c 194 s 23](#); [1986 c 444](#); [1987 c 333 s 22](#); [1989 c 82 s 2](#); [1990 c 391 art 8 s 47](#); [1990 c 568 art 2 s 66,67](#); [1994 c 473 s 3](#); [1995 c 224 s 95](#); [1997 c 113 s 20](#); [1997 c 200 art 4 s 5](#); [1997 c 202 art 4 s 11](#); [1997 c 216 s 138](#); [1999 c 96 s 3,4](#); [1999 c 211 s 1](#); [2001 c 174 s 1](#); [2001 c 207 s 13,14](#); [2002 c 366 s 6](#); [2004 c 258 s 2](#); [2005 c 56 s 1](#); [1Sp2005 c 1 art 1 s 92](#); [art 2 s 146](#); [2007 c 140 art 12 s 14](#); [2008 c 297 art 1 s 60,61](#); [2009 c 149 s 3](#); [2011 c 19 s 2](#); [1Sp2019 c 3 art 3 s 110,111](#)

Title:	RESOLUTION NO. 23-48 AUTHORIZING A LOCAL ROAD IMPROVEMENT PROGRAM (LRIP) GRANT SUBMITTAL FOR 8 TH STREET NE		
Meeting Date:	October 17, 2023	Agenda Item Number:	7C
Action:	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	<ul style="list-style-type: none"> • Project Map • Resolution No. 23-48
Originating Department:	Engineering	Presented By:	City Engineer
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to approve Resolution No. 23-48 authorizing a Local Road Improvement Program (LRIP) grant submittal for 8 th Street NE.		
How does this item pertain to Vision 2030 goals?	Creating high quality community assets		

BACKGROUND: The Minnesota Department of Transportation (MnDOT) is currently soliciting applications for Local Road Improvement Program (LRIP) grant funding. If awarded, this competitive grant program would provide up to \$1.5 million of funding for eligible construction costs associated with local road projects. Street, storm sewer, sidewalk, and trail costs are eligible for LRIP funding. Engineering and utility improvement costs are not eligible.

An LRIP grant submittal is being proposed for the reconstruction of 8th Street NE from Elm Avenue East (County Hwy 14) to 8th Avenue NE (County Hwy 13). This project is included in the City's current Capital Improvement Plan (CIP) for construction in 2026. A breakdown of total estimated project cost is shown below:

Project Design (in 2025):	\$400,000
LRIP Grant (if awarded):	\$1,500,000
State Aid Construction & Maintenance:	\$950,000
Special Assessments:	\$450,000
Storm Sewer:	\$225,000
Water Utility:	\$550,000
Sanitary Sewer:	\$600,000
Total Estimated Project Cost:	\$4,675,000

It is anticipated that City staff would complete project inspection for an estimated savings of \$250,000.

Based on as-built records, this section of 8th Street NE was originally constructed in 1961 and rehabilitated in 1996. Due to age and inadequate subgrade and subbase conditions, many of the concrete panels have cracked, faulted, and are deteriorating at an accelerating rate. In 2020, the Pavement Condition Index (PCI) was 65 out of 100 (Fair). In 2023, the PCI was 54 (Poor) with an overall roughness or Riding Comfort Index (RCI) score of only 28.

The proposed scope of work would include concrete curb and gutter, bituminous street pavement (10-ton design), storm sewer improvements, drain tile and sump connections, water main and service replacement to the curb stop, sanitary sewer and service replacement to near the property line, and ADA sidewalk and trail improvements. (If the street was replaced with concrete pavement, total construction cost would increase by an estimated \$500,000.)

For improved safety and multi-modal connectivity, the existing on-street bike lane along the east side of 8th Street NE from 3rd Ave to 8th Ave is proposed be replaced with an off-street trail as part of this project. The new trail would extend from Elm Ave to 8th Ave to provide connectivity to existing bike lanes on Elm Ave and 8th St SE; and to new trail to be constructed along 8th Ave in 2024. With elimination of the on-street bike lane, the width of 8th St NE would decrease from 45 feet to approximately 33 feet. The existing on-street parking along the west side would remain.

The submittal of an LRIP application requires a City Council Resolution in support of the proposed project and an understanding that project costs beyond, or ineligible for, LRIP grant funding would be authorized if awarded.

BUDGET IMPACT: If awarded the full LRIP amount, the City would receive \$1.5 million in grant funding for eligible costs. The City would be responsible for funding the following estimated costs: Streets Capital (\$400,000), Storm Sewer Utility (\$225,000), Water Utility (\$550,000), and Sanitary Sewer Utility (\$600,000).

RECOMMENDATION: Staff recommends the Waseca City Council approve Resolution No. 23-48 authorizing an LRIP grant submittal for 8th Street NE.

Proposed 8th Street NE Reconstruction (2026)

WASECA COUNTY FAIRGROUNDS

TINK
LARSON
FIELD

HARTLEY
ELEMENTARY
SCHOOL

CLEAR LAKE PARK

PROPOSED
OFF-STREET TRAIL

PROPOSED STREET
RECONSTRUCTION

CLEAR LAKE

N

--- EXISTING TRAIL/BIKE LANES
--- TRAIL TO BE CONSTRUCTED IN 2024

0 175 350 700 Feet

RESOLUTION NO. 23-48

**RESOLUTION AUTHORIZING A LOCAL ROAD IMPROVEMENT PROGRAM (LRIP) GRANT
SUBMITTAL FOR 8TH STREET NE**

WHEREAS, 8th Street NE from Elm Avenue East (County Hwy 14) to 8th Avenue NE (County Hwy 13) has begun to deteriorate and is in need of repair; and

WHEREAS, the City of Waseca intends to address these deficiencies and provide multi-modal improvements through a planned 2026 street improvement project named the 8th Street NE Reconstruction Project ("Project"); and

WHEREAS, 8th Street NE is functionally classified as a major collector with AADT of 2,850 (in 2016), is part of the City's Municipal State Aid Street (MSAS) system, and is a route of regional significance; and

WHEREAS, the Minnesota Department of Transportation (MnDOT) is soliciting applications for the Local Road Improvement Program (LRIP); and

WHEREAS, \$102.967 million in LRIP funding is available with a cap of \$1.5 million for each project to be used on eligible roadway construction costs; and

WHEREAS, the Project has a total estimated construction cost of \$4.275 million.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Waseca, Minnesota that the City Council supports the Project; authorizes the Director of Engineering to submit an LRIP application for the Project; authorizes the funding of all costs associated with the Project that are beyond, or ineligible for, the LRIP grant, if awarded; and agrees to maintain the Project improvements if constructed.

Adopted this 17th day of October 2023.

RANDY L. ZIMMERMAN
MAYOR

ATTEST:

JULIA HALL
CITY CLERK



Request for City Council Action

Title:	Joint Powers Agreement for the South Central Drug Investigation Unit		
Meeting Date:		Agenda Item Number:	7D
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	<ul style="list-style-type: none">SCDIU Joint Powers Agreement
Originating Department: Waseca Police Department		Presented By: Public Safety Director	Action Agenda
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to accept and authorize the Mayor to sign the 2024/2025 Joint Powers Agreement with the South Central Drug Investigation Unit Task Force to maintain our membership.		

BACKGROUND: Waseca has been a member of the South Central Drug Investigative Unit (SCDIU) since 1987. SCDIU serves a four county multi-jurisdictional area, which covers 2,310 square miles. Member agencies include: the Sheriff's Offices of the following counties: Faribault, Freeborn, Steele and Waseca along with the following municipal Police Departments: Albert Lea, Blooming Prairie, Blue Earth, Janesville, New Richland, Owatonna, Waseca, Wells and Winnebago.

The purpose of SCDIU is to improve the health, safety, and security of our communities through targeted enforcement of drug and violent crime activity. The coordinated efforts of the SCDIU agents focus primarily on the disruption of drug trafficking and distribution networks, illegal narcotics sales and smuggling, the interdiction of violent offenders and criminal gang activity, and the investigation of other complex violent crimes. Drug and violent crimes can cross jurisdictional boundaries and can be highly multifaceted, complicated, and lengthy. Having qualified agents assigned to a task force allows them to concentrate their work on the above mentioned efforts. Currently, there are twenty-one state and federally funded task forces in Minnesota that span seventy counties. These task forces are staffed by over 200 investigators from 120 agencies.

Because of these coordinated and dedicated efforts, drug offenders and violent criminals are apprehended and prosecuted. In 2022, the SCDIU agents opened 50 new drug related investigations for a total of 67 investigations, made 23 drug arrests and 11 non-drug arrests, executed 67 search warrants, conducted 16 community outreach events, and 6 community presentations. Specifically, in 2022, there were 6 felony arrests in Waseca/Waseca County and 12 search warrants were executed in Waseca/Waseca County.

Final 2023 total activity numbers are pending since some investigative cases are still ongoing and not recorded. Currently, in 2023, in the City of Waseca, there have been 10 investigations, 2 assists with cases with officers from the Waseca Police Department, 6 arrests, and 18 search warrants. In greater Waseca County, there have been 5 investigations, 2 assists with cases with other agencies, 1 arrest, and 8 search warrants. Three of the arrests were 1st Degree sale and possession cases in the City of Waseca and there has been 1 sales case in Waseca County. However, some of the possession cases may originate in one jurisdiction and may be finalized in another one by the sale of the drugs. This is not only true with Waseca and Waseca County but also other jurisdictions.

Additionally, the Joint Powers Agreement not only encompasses the Drug Investigation Unit but also includes our membership with the South Central Drug Investigation Unit Tactical Team. Currently, there are 19

operators, 4 negotiators, 3 medics, 1 doctor, 1 drone pilot, and 1 breacher on the team – for a total of 29 members. Two officers of the Waseca Police Department are members of the tactical team. This team will respond to critical incidents involving hostage, barricaded and sniper situations, high risk apprehensions, high-risk warrant service, and special assignments. The team is well equipped and includes an armored vehicle and inside/outside drone capabilities.

In 2008, the Waseca City Council approved a new SCDIU Joint Powers Agreement amending a previous Joint Powers Agreement from 2005. Other amended Joint Powers Agreement have been approved by the Waseca City Council in 2011, 2014, 2017 and in 2022. The current pending JPA is the same one that was signed in 2022. The Office of Justice Programs (OJP) requires a new Joint Powers Agreement be signed when a new grant application is submitted. The new grant application was submitted to OJP at the end of September.

BUDGET IMPACT: In Fiscal Year 2022, SCDUI received \$390,000 grant funding from the Minnesota Office of Justice Programs. For the 2 year grant cycle for 2024 and 2025, a total of \$462,000 has been requested. The increase is due to having 6 full-time agents on the Task Force from the Owatonna Police Department, Faribault County Sheriffs Office, Freeborn County Sheriffs Office, Albert Lea Police Department, and the Waseca Police Department. SCDIU also will receive cash match payments totaling \$88,000 from participating members. On an annual basis, the City of Waseca provides \$10,000 in the form of a cash match to the South Central Drug Investigation Unit and provides an additional \$1,500 annually for the SWAT Tactical Services and Maintenance expenses. The total for cash match payments is \$11,500. Both of these amounts are included in the FY 2024 Budget. It should be noted that the Waseca agent currently has a vehicle provided by SCDIU and the City is reimbursed by SCDIU for all SCDIU overtime expenses as well as \$1500 per month.

POLICY QUESTION: N/A

ALTERNATIVES CONSIDERED: N/A

RECOMMENDATION: Staff recommends authorizing the Mayor to sign the Joint Powers Agreement to continue with the City of Waseca's membership with the SCDIU Task Force.

SOUTH CENTRAL DRUG INVESTIGATION UNIT JOINT POWERS AGREEMENT

THE PARTIES TO THIS AGREEMENT are units of government responsible for the enforcement of controlled substance laws in their respective jurisdictions. This Agreement is made pursuant to the authority conferred upon the parties by Minnesota Statutes §471.59.

NOW THEREFORE, the undersigned governmental units, in the joint and mutual exercise of their powers agree as follows:

1. **Name.** The parties have previously established and hereby maintain the South Central Drug Investigation Unit (SCDIU).

2. **General Purpose.** The purpose of this joint powers agreement is to establish an organization to coordinate efforts to apprehend and prosecute drug offenders. SCDIU operates a tactical unit.

3. **Members.** The members of the Agreement shall consist of the following units of government:

City of Albert Lea	City of Blooming Prairie	County of Faribault
City of Blue Earth	City of New Richland	County of Freeborn
City of Janesville	City of Owatonna	County of Steele
City of Waseca	City of Wells	County of Waseca
City of Winnebago		

4. **Fiscal Agent.** The City of Owatonna acting on behalf of the South Central Drug Investigation Unit and its members, shall apply for grant funding, prepare and file all necessary forms and reports in connections with such grants, keep all financial records, assist in the preparation of audits, and distribute forfeiture proceeds as provided hereafter. The Chief of the Owatonna Police Department, or his designee, is deemed the "authorized official."

5. **Administrative Board.**

5.1. The governing body of the SCDIU shall be a Board of Directors consisting of thirteen (13) members. The police chief or sheriff of each party shall appoint one board member to serve at the chief's or sheriff's pleasure. Board members must be full-time supervisory peace officers of the jurisdiction that appoints the Board member or the County Attorney, or the County Attorney's designee, from one or more of the member counties.

5.2. Each board member shall have one vote.

5.3. Board members shall not be deemed employees of the SCDIU and shall not be compensated by it.

5.4. The Board shall elect from its members a chair, a vice-chair, and appoint a secretary/treasurer, each serving a three-year staggered term. The Board may also elect such other officers as it deems necessary to conduct its meetings and affairs. The Board shall

meet at least six (6) times during the term of the Agreement. The Board may adopt rules and regulations governing its meetings. Such rules and regulations may be amended from time to time at either a regular or special meeting of the Board provided that at least ten (10) days prior notice of the meeting has been furnished to each Board member. The Board shall operate by a majority vote of all members present. A quorum of (7) members shall be required for all meetings.

6. Powers and Duties of the Board of Directors

- 6.1. The Board shall be responsible for the overall operation of the SCDIU, including setting investigative priorities and general operating procedures.
- 6.2. The Board shall coordinate intelligence between the members of the SCDIU.
- 6.3. The Board shall appoint and supervise the Unit Commander of the SCDIU.
- 6.4. The Board may cooperate with other federal, state, and local law enforcement agencies to accomplish the purpose for which it is organized.
- 6.5. The Board may make contracts, incur expenses, and make expenditures necessary and incidental to the effectuation of its purpose and consistent with its powers.
- 6.6. The Board shall cause to be made an annual audit of the books and account of the SCDIU and shall make and file a report to its members which includes the following information:
 - (a) The financial condition of the SCDIU;
 - (b) The status of all SCDIU projects;
 - (c) The business transacted by the SCDIU; and
 - (d) Other matters which affect the interests of the SCDIU.
- 6.7. The SCDIU's books, reports, and records shall be open to inspection by its members at all reasonable times.
- 6.8. The Board may recommend changes in the Agreement to its members.
- 6.9. The members may not incur obligations or enter into contracts that extend beyond the terms of this Agreement.
- 6.10. The Board shall identify a liaison attorney from a county attorney's staff located within the jurisdiction of the SCDIU. This attorney may also serve on the Board, at the discretion of the Board.

7. Funding and Budget

- 7.1. The SCDIU's funds may be expended by the Board in accordance with this Agreement and in a manner determined by the Board. The Board shall designate the City of Owatonna to act as depository for the SCDIU's funds. In no event shall there be a disbursement of SCDIU funds from the Owatonna depository without the signature of a minimum of two of the following persons: The "authorized official," the Unit Commander, or the SCDIU Secretary/Treasurer.

The fiscal agent will issue checks, authorized by the “authorized official,” the Unit Commander, or the SCDIU Secretary/Treasurer, and drawn on SCDIU funds, to satisfy monthly bills and purchases.

- 7.2. The members shall contribute the grant required matching funds to operate the SCDIU. Members who designate a full time agent to the SCDIU may pay their required match amount as “in kind.”
- 7.3. The Board shall adopt a budget based upon grant funds, member matching funds and money made available from other sources. The Board may amend the budget from time to time.
- 7.4. The Board shall receive a monthly financial report of all expenditures and receipts, and current fund balances from the secretary/treasurer.
- 7.5. The Board may not incur debts.

8. Agents

- 8.1. Agents shall not be employees of the SCDIU. Agents shall remain employees of the members that has assigned them to the SCDIU and shall be paid by that member, not the SCDIU.
- 8.2. Agents will be responsible for drug investigations, including intelligence management, case development, and case charging. Agents will also assist other agents in surveillance and undercover operations. SCDIU Agents will work cooperatively with assisting agencies.
- 8.3. Agents will be supervised by the Unit Commander.
- 8.4. The member appointing the Agent shall furnish the Agent a weapon.
- 8.5. Pursuant to Minnesota Statute §471.59, any duly sworn peace officer, while assigned to duty the SCDIU and working under the direction of the Board of Directors and the Unit Commander, shall have the same powers, duties, privileges, and immunities as are conferred upon such peace officers in their home jurisdiction.
- 8.6. Each Agent will be issued a debit card by the fiscal agent and PIN number to be used strictly for expenses related to the Agent’s duties under this Agreement. Each Agent will be personally responsible for any use of this debit card which is not directly-related to the Agent’s duties under this Agreement. Any unauthorized use of this debit card will result in sanctions by the Board, including the Agent’s removal from the SCDIU.

9. Unit Commander

- 9.1. From the Agents assigned by members, a Unit Commander shall be appointed by the Board and serve at its pleasure. The Unit Commander must be a full time licensed peace officer of a member and shall be paid a supervisor’s salary by that member. The Unit Commander shall remain an employee of the member city or county.
- 9.2. The Unit Commander shall be in charge of the day to day operations of the SCDIU, including supervising the SCDIU’s assigned personnel, subject to direction received from the Board. The Unit Commander is responsible for staffing, scheduling, case management, record keeping, informant management, buy fund management, petty cash management and

intelligence management. The Unit Commander shall keep the Board updated as the SCDIU's activity, which would include major case development within member jurisdictions. The Unit Commander shall assist or advise in the drafting and execution of all search warrant initiated by the SCDIU and will work cooperatively with the agencies with venue over the case. The Unit Commander shall be responsible for all buy fund monies and petty cash funds and will provide Board members with a monthly accounting of all funds disbursed and a written summary of activity with the unit.

- 9.3. The Unit Commander may exclude agents from further SCDIU involvement subject to review by the Board and approval of the member that assigned the agent to the SCDIU.

10. Forfeitures, Seizures, and Fines. All money and property that is obtained as a result of the SCDIU operations shall be forfeited to the SCDIU and will be distributed according to the State of Minnesota, Office of the State Auditor guidelines. In the case of Federal forfeiture actions, established federal rules shall be followed. Fine or restitution monies ordered paid to the SCDIU by Court Order may be used to offset equipment or operating costs of the SCDIU not funded by grant or matching funds.

11. Insurance; Indemnification and Liability.

- 11.1 Insurance. The SCDIU shall obtain and keep current the following insurance coverages:
Municipal Liability: \$500,000 per claimant/\$1,500,000 per occurrence
Automobile Liability: \$500,000 per claimant/\$1,500,000 per occurrence
UM/UIM: \$200,000 per occurrence
Crime: \$250,000 per occurrence
Excess Liability: \$2,000,000 aggregate limit
Basic Economic Loss (PIP): Basic Minnesota Statutory Coverage
Auto Physical Damage: Actual Cash Value, Unless Endorsed

Provided, that the coverage shall at all times be not less than the maximum liability as currently provided in Minn. Stat. §466.04, and as may be amended hereafter.

The SCDIU shall provide the fiscal agent of the members with a Certificate of Insurance naming the members as additional insureds. The policies shall not be cancellable, reduced or materially changed unless 30 days prior written notice shall be given to fiscal agent.

11.2 Indemnification.

- (a) The SCDIU is a separate and distinct public entity to which the parties have transferred all responsibility and control for actions taken pursuant to this Agreement.
- (b) The SCDIU shall defend and indemnify the parties, and their officers, employees, and volunteers, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of the acts or omissions of the Joint Powers Board in carrying out the terms of this Agreement. This Agreement does not constitute a waiver on the limitations of liability set forth in Minnesota Statutes, Section 466.04.
- (c) Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any member for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.
- (d) To the fullest extent permitted by law, action by the parties to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a), provide further that for purposes of that statute, each party to this Agreement

expressly declines responsibility for the acts or omissions of any other party. The parties to this Agreement are not liable for the acts or omissions of another party to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other parties.

- (e) Any excess or uninsured liability shall be borne equally by all the members, but this does not include the liability of any individual officer, employee, or volunteer which arises from his or her own malfeasance, willful neglect of duty, or bad faith.

- 11.3 Liability. All insurance policies maintained on behalf of the SCDIU will be retained by the fiscal agent. Copies of any such policies will be provided to any member upon request.

12. Duration

- 12.1. Each member shall be bound by the terms of the Agreement upon execution. All members need not sign the same copy.
- 12.2. This Agreement shall continue for an indefinite term subject to the termination provisions of this section.
- 12.3. This Agreement may be terminated at any time by the written agreement of a majority of its members.
- 12.4. Any party to the Agreement may withdraw from this Agreement following thirty (30) days written notice to the SCDIU. If the SCDIU is abandoned, resources shall be divided in accordance with the financial and personnel contributions made by the participating agencies. If an individual agency terminates, all resources remain with the SCDIU.
- 12.5. All equipment, including motor vehicles, which is not purchased by the SCDIU, but is used by the SCDIU Agents in the course of their duties under this Agreement, will be presumed to be donated to the SCDIU by the member agency. If a member agency does not wish to donate such equipment, it must file a written notice to that effect within thirty (30) days of the equipment being put into use by the SCDIU. The notice should specify the equipment and be filed with the Unit Commander or Secretary. If this notice is made, the equipment will not be subject to the provisions of section 12.5 if that member terminates its participation in the SCDIU.

SOUTH CENTRAL DRUG INVESTIGATION UNIT TACTICAL TEAM JOINT POWERS AGREEMENT

THE PARTIES TO THIS AGREEMENT are units of government responsible for the enforcement of laws in their respective jurisdictions. This Agreement is made pursuant to the authority conferred upon the parties by Minnesota Statutes §471.59.

NOW THEREFORE, the undersigned governmental units, in the joint and mutual exercise of their powers agree as follows:

13. Name. The parties have previously established and hereby maintain the South Central Drug Investigation Unit Tactical Team (SCDIU Tactical Team).
14. General Purpose. The purpose of this joint powers agreement is to establish an organization to coordinate efforts to
 - 14.1. Respond to critical incidents, including but not limited to, hostage, barricade, and sniper situations, high-risk apprehension, high-risk warrant service, personal protection, and special assignments.
 - 14.2. Establish a formal framework for membership and personnel commitments, overall operations, resources available, general management, and liability issues.
 - 14.3. Provide other similar or related services and programs as determined by the Board.
 - 14.4. Establish procedures to add qualifying Parties to this Agreement.
15. Establish a mechanism whereby additional/and or alternative programs and services may be developed for the benefit of the Parties and in furtherance of the objectives of the Parties.
16. Members. The members of the Agreement shall consist of the following units of government:

City of Albert Lea	City of Blooming Prairie	County of Faribault
City of Blue Earth	City of New Richland	County of Freeborn
City of Janesville	City of Owatonna	County of Steele
City of Waseca	City of Wells	County of Waseca
City of Winnebago		
17. Fiscal Agent. The City of Owatonna acting on behalf of the South Central Drug Investigation Unit Tactical Team and its members, shall apply for grant funding, prepare and file all necessary forms and reports in connections with such grants, keep all financial records, assist in the preparation of audits, and distribute forfeiture proceeds as provided hereafter. The Chief of the Owatonna Police Department, or his designee, is deemed the “authorized official.”
18. Administrative Board.

- 18.1. The governing body of the SCDIU shall be a Board of Directors consisting of thirteen (13) members. The police chief or sheriff of each party shall appoint one board member to serve at the chief's or sheriff's pleasure. Board members must be full-time supervisory peace officers of the jurisdiction that appoints the Board member or the County Attorney, or the County Attorney's designee, from one or more of the member counties.
- 18.2. Each board member shall have one vote.
- 18.3. Board members shall not be deemed employees of the SCDIU Tactical Team and shall not be compensated by it.
- 18.4. The Board shall elect from its members a chair, a vice-chair, and appoint a secretary/treasurer, each serving a three-year staggered term. The Board may also elect such other officers as it deems necessary to conduct its meetings and affairs. The Board shall meet at least six (6) times during the term of the Agreement. The Board may adopt rules and regulations governing its meetings. Such rules and regulations may be amended from time to time at either a regular or special meeting of the Board provided that at least ten (10) days prior notice of the meeting has been furnished to each Board member. The Board shall operate by a majority vote of all members present. A quorum of (7) members shall be required for all meetings.
- 18.5. The Board shall comply with Minnesota Statutes Chapter 13D (Open Meeting Law).

19. Powers and Duties of the Board of Directors

- 19.1. The Board is hereby authorized to exercise such authority and powers common to the Parties as is necessary and property to fulfill its purposes and perform its duties. Such authority shall include the specific powers enumerated in this Agreement.
- 19.2. The Board shall appoint and supervise the Commander of the SCDIU Tactical Team.
- 19.3. The Board shall have the power and authority to determine guidelines, expectations, and procedures of a member's assigned officer(s) and a member agency.
- 19.4. The Board may cooperate with other federal, state, and local law enforcement agencies to accomplish the purpose for which it is organized.
- 19.5. The Board may make contracts, incur expenses, and make expenditures necessary and incidental to the effectuation of its purpose and consistent with its powers.
- 19.6. The Board shall cause to be made an annual audit of the books and account of the SCDIU Tactical Team and shall make and file a report to its members which includes the following information:
 - (a) The financial condition of the SCDIU Tactical Team;
 - (b) The status of all SCDIU Tactical Team projects;
 - (c) The business transacted by the SCDIU Tactical Team; and
 - (d) Other matters which affect the interests of the SCDIU Tactical Team.

- 19.7. The SCDIU Tactical Team's books, reports, and records shall be open to inspection by its members at all reasonable times.
- 19.8. The Board may recommend changes in the Agreement to its members.
- 19.9. The members may not incur obligations or enter into contracts that extend beyond the terms of this Agreement.
- 19.10. The Board shall identify a liaison attorney from a county attorney's staff located within the jurisdiction of the SCDIU Tactical Team. This attorney may also serve on the Board, at the discretion of the Board.

20. Funding and Budget

- 20.1. The SCDIU Tactical Team's funds may be expended by the Board in accordance with this Agreement and in a manner determined by the Board. The Board shall designate the City of Owatonna to act as depository for the SCDIU Tactical Team's funds. In no event shall there be a disbursement of SCDIU Tactical Team funds from the Owatonna depository without the signature of a minimum of two of the following persons: The "authorized official," the SCDIU Tactical Team Commander, or the SCDIU Tactical Team Secretary/Treasurer. The fiscal agent will issue checks, authorized by the "authorized official," the SCDIU Tactical Team Commander, or the SCDIU Tactical Team Secretary/Treasurer, and drawn on SCDIU Tactical Team funds, to satisfy monthly bills and purchases.
- 20.2. The members shall contribute the required matching funds to operate the SCDIU Tactical Team.
- 20.3. The Board shall adopt a budget based upon member matching funds and money made available from other sources. The Board may amend the budget from time to time.
- 20.4. The Board shall receive a monthly financial report of all expenditures and receipts, and current fund balances from the secretary/treasurer.
- 20.5. The Board may not incur debts.

21. Insurance; Indemnification and Liability.

- 21.1 Insurance. The SCDIU shall obtain and keep current the following insurance coverages:
 - Municipal Liability: \$500,000 per claimant/\$1,500,000 per occurrence
 - Automobile Liability: \$500,000 per claimant/\$1,500,000 per occurrence
 - UM/UIM: \$200,000 per occurrence
 - Crime: \$250,000 per occurrence
 - Excess Liability: \$2,000,000 aggregate limit
 - Basic Economic Loss (PIP): Basic Minnesota Statutory Coverage
 - Auto Physical Damage: Actual Cash Value, Unless Endorsed

Provided, that the coverage shall at all times be not less than the maximum liability as currently provided in Minn. Stat. §466.04, and as may be amended hereafter.

The SCDIU Tactical Team shall provide the fiscal agent of the members with a Certificate of Insurance naming the members as additional insureds. The policies shall not be cancellable,

reduced or materially changed unless 30 days prior written notice shall be given to fiscal agent.

21.2 Indemnification.

- (a) The SCDIU Tactical Team is a separate and distinct public entity to which the parties have transferred all responsibility and control for actions taken pursuant to this Agreement.
- (b) The SCDIU Tactical Team shall defend and indemnify the parties, and their officers, employees, and volunteers, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of the acts or omissions of the Joint Powers Board in carrying out the terms of this Agreement. This Agreement does not constitute a waiver on the limitations of liability set forth in Minnesota Statutes §466.04.
- (c) Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any member for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.
- (d) To the fullest extent permitted by law, action by the parties to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the parties that they shall be deemed a “single governmental unit” for the purposes of liability, as set forth in Minnesota Statutes §471.59, subd. 1a(a), provide further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of any other party. The parties to this Agreement are not liable for the acts or omissions of another party to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other parties.
- (e) Any excess or uninsured liability shall be borne equally by all the members, but this does not include the liability of any individual officer, employee, or volunteer which arises from his or her own malfeasance, willful neglect of duty, or bad faith.

21.3 Liability. All insurance policies maintained on behalf of the SCDIU Tactical Team will be retained by the fiscal agent. Copies of any such policies will be provided to any member upon request.

22. Duration

- 22.1. Each member shall be bound by the terms of the Agreement upon execution. All members need not sign the same copy.
- 22.2. This Agreement shall continue for an indefinite term subject to the termination provisions of this section.
- 22.3. This Agreement may be terminated at any time by the written agreement of a majority of its members.
- 22.4. Any party to the Agreement may withdraw from this Agreement following thirty (30) days written notice to the SCDIU Tactical Team. If the SCDIU Tactical Team is abandoned, resources shall be divided in accordance with the financial and personnel contributions made by the participating agencies. If an individual agency terminates, all resources remain with the SCDIU Tactical Team.

- 22.5. All equipment, including motor vehicles, which is not purchased by the SCDIU Tactical Team, but is used by the SCDIU Tactical Team in the course of their duties under this Agreement, will be presumed to be donated to the SCDIU Tactical Team by the member agency. If a member agency does not wish to donate such equipment, it must file a written notice to that effect within thirty (30) days of the equipment being put into use by the SCDIU Tactical Team. The notice should specify the equipment and be filed with the SCDIU Tactical Team Commander or Secretary. If this notice is made, the equipment will not be subject to the provisions of section 10.5 if that member terminates its participation in the SCDIU Tactical Team.

IN WITNESS WHEREOF, the undersigned, on behalf of the City/County of _____, has executed this Agreement in accordance with the authority of Minnesota Statutes, §471.59 on the date indicated below:

Mayor/Board Chair

Date

Witness

Date