

REGULAR WASECA CITY COUNCIL MEETING
WEDNESDAY, JULY 5TH, 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 – June 20, 2023
 - B. Payroll & Expenditures
 - C. Resolution 23-34 Residential Tax Abatement for 505 22nd Ave NW, City of Waseca
 - D. Appoint Airport Board Member
 - E. Letter of Agreement (LOA) #2 with Law Enforcement Labor Services (LELS) Local #339 Union
 - F. Public Nuisance, Public Hearing Date Rescheduled- 501 3rd St NE
7. ACTION AGENDA
 - A. Heritage Preservation Commission request for support for the “Explore Waseca” Project
8. REPORTS
 - A. City Manager’s Report
 - B. Commission Reports
9. ANNOUNCEMENTS
10. ADJOURNMENT

**MINUTES
REGULAR WASECA CITY COUNCIL MEETING
TUESDAY, JUNE 20, 2023, 7:00 P.M.**

CALL TO ORDER

1. The Regular Waseca City Council Meeting was called to order by Mayor Randy Zimmerman at 7:00 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 Fisher, Finance and Human Resources Director
Tina Wilson, PCED, Economic Development Manager
Julia Hall, City Clerk

MOMENT OF SILENT PRAYER/PLEDGE OF ALLEGIANCE

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

APPROVAL OF AGENDA

3. Councilmember Mansfield made a motion to approve the agenda with 7D added for Improvement of the alley behind the VFW Waseca (Exhibit A), seconded by Conrath. Motion carried 7-0.

PUBLIC COMMENT

4.
 - A. Deb Dobberstein, 908 11th Avenue SE; spoke on the development of the Lower Property (Gaiter Lake) and how it may affect the residents of Waseca.
 - B. James Christiansen, 125 3rd Avenue NE; would like plaques placed in the Council Chambers showing the history of the pictures on the walls as well as the mayor pictures moved out in public view. He also suggested naming the council chambers, an example was the "Srp Room". He also thanked the city for hiring Mr. Anderson as the tech-room operator.

REQUESTS AND PRESENTATIONS

5.
 - A. None

CONSENT AGENDA

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

ACTION AGENDA

- 7.
- A. Motion made by Conrath to approve Resolution 23-29, seconded by Schroeder Motion carried 7-0.
 - B. Motion made by Christiansen to approve Resolution 23-31, seconded by Schroeder. Motion carried 4-3. (Rollcall Vote: Christiansen-Yay, Ebertowski-Nay, Conrath-Nay, Schroeder-Yay, Mansfield-Nay, Arndt-Yay, Zimmerman-Yay)
 - C. Motion made by Arndt to approve Resolution 23-27, seconded by Conrath. Motion carried 7-0.
 - D. Motion made by Mansfield to approve paving the gravel alley behind 113 East Elm Ave, with the city-recommended 5" asphalt for \$11,700 by Neilson Blacktopping. \$6,900 from city funds, and a \$2,800 contribution from the VFW, seconded by Ebertowski. Motion carried 7-0.

REPORTS

- 8.
- A. City Manager's Report:
 - i. None
 - B. Commission Reports:
 - i. Economic Development Authority: Councilmember Mansfield reported that Sam Ziegler gave a presentation for Greenseam. Greenseam focuses on agriculture business in Southern MN and Northern Iowa as this is the hub for agriculture business. Our region is essentially like how California has Silicon Valley, we have agriculture, and you can go from planting and farming to preparation, packaging, and sale all in our region.
 - ii. Park Board: Councilmember Christiansen reported they discussed electric bikes on trails and are looking into matching the requirement the Department of Natural Resources (DNR) uses for their trails and possible signage; they will have more conversations on that. Lakefest is July 4th. They are completing the punch list on Johnson Pavilion, which should be available for Lakefest. The tennis courts are expected to be completed after Lakefest. Vandalism is still a problem at the parks. Park Board would like to be in the conversations for Gaiter Lake.
 - iii. Tourism Board: Councilmember Schroeder reported that John Hanson from the school presented at their meeting. He spoke of the program that he and the school are doing in conjunction with the Historic Preservation Commission for walking tours in Waseca and how the program they will be using can be used for up to ten (10) electronic tours that would be used all through the City of Waseca. The Waseca Chamber is still looking for donations for the Lakefest Fireworks; if you wish to donate, you can take the payment to the Waseca Chamber.

ANNOUNCEMENTS

- 9.
- A. Councilmember Christiansen:
 - i. Would like to have a work session on how to proceed with nuisance properties, as the current process is not working to correct the problem.
 - ii. Would like to have a work session on the addition of lots from unused space in parks.
 - iii. Would like for people to quit putting the junk on the curbs.
 - iv. With Gaiter Lake moving forward, he would like to see a Construction Manager added to the process.

- v. Happy 4th of July, and remember our next Council Meeting will be WEDNESDAY, July 5th
- B. Councilmember Arndt:
 - i. Wishing everyone a Happy 4th of July.
- C. Councilmember Ebertowski:
 - i. Wishing everyone a Happy 4th of July, be safe.
 - ii. Was happy to see the lift installed at the Waseca Waterpark.
- D. Councilmember Mansfield:
 - i. Appreciated the letter from Anita Nelson thanking the council for the chair lift at the Waterpark. He wanted to thank former Councilmember Ted Conrath for his work in spearheading the project to get the lift installed.
- E. Councilmember Conrath:
 - i. Happy 4th of July, and yes, remember the council meeting will be Wednesday, July 5th.
- F. Councilmember Schroeder:
 - i. There is a disc golf course coming to Waseca, will provide more information when they have it.
 - ii. Good luck to the Waseca fishers at the tournament.
 - iii. Waseca's Farmers Mark is 8-12 on Saturdays at the County Fair Grounds.
 - iv. People tend to have "2023 expectations with a 1950s budget" and need to understand growing our budget.
- G. Mayor Zimmerman:
 - i. Visited the Neighborhood Service Center. They are looking for donations to fund their new addition.
 - ii. Waseca Braves are 8-1-1. And youth baseball is going on most nights here in Waseca.

ADJOURNMENT

10. There being no further business to be brought before the Council, Arndt moved it to adjourn the meeting at 7:58 p.m., seconded by Conrath. Motion carried 6-1. (Nay Ebertowski)

JULIA HALL
CITY CLERK

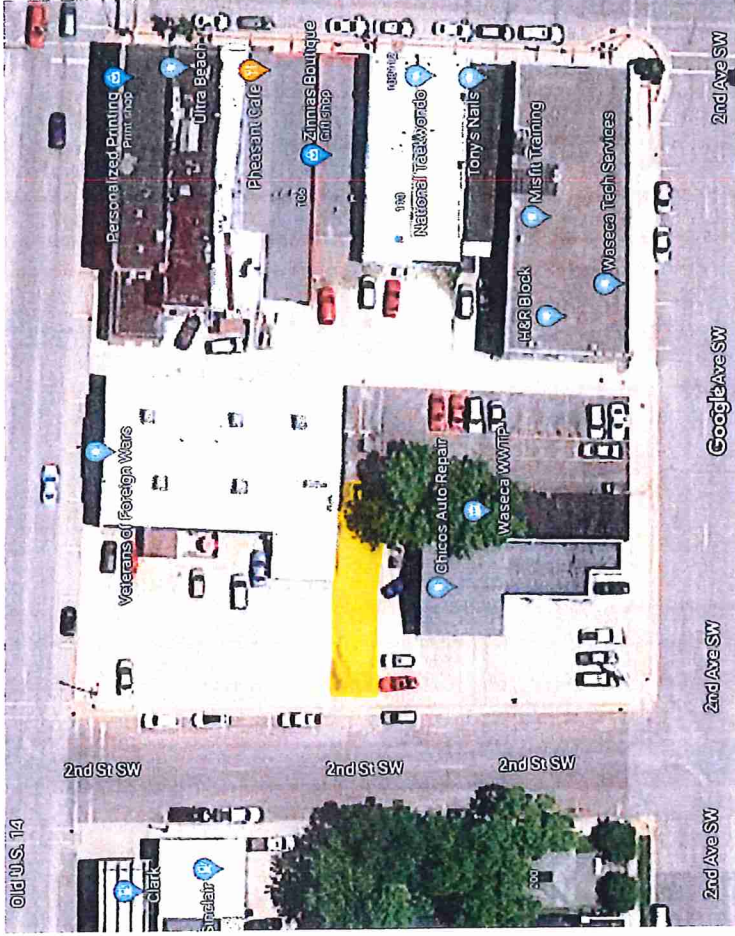
RANDY L. ZIMMERMAN
MAYOR



**Sweet-Sommers
Waseca VFW Post 1642**

**Good Neighbor Alley
Surfacing Project**

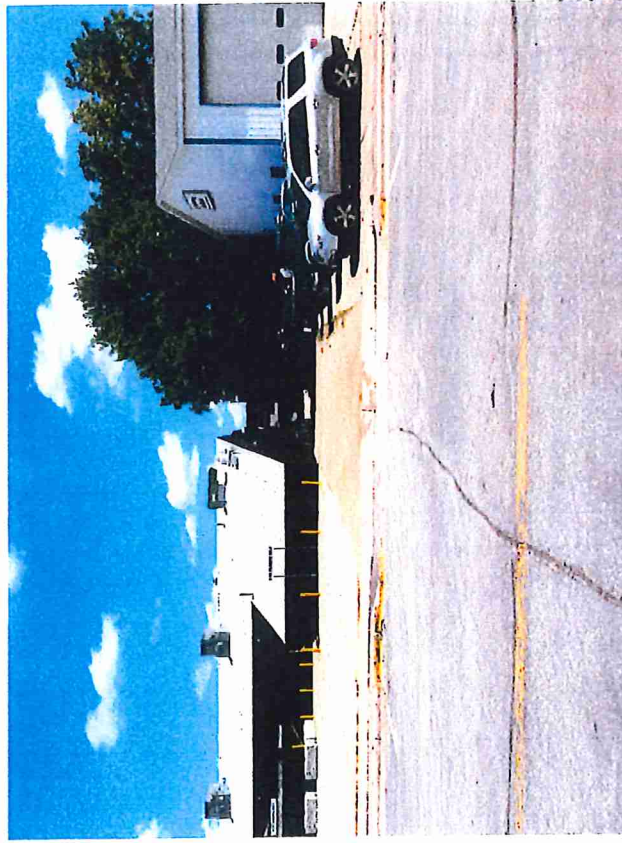
Alleyway Project Summary



1680 square feet of paved surface needed

Note: Alleyway is City of Waseca property

Alleyway Project Summary



Waseca City-owned
Electrical Equipment



Goal: VFW seeks to improve the appearance and functionality of the City of Waseca alley

- Mr. Steve Kahnke worked with City staff to develop a plan to install asphalt as a replacement for the gravel.
 - Benefits:
 - City maintenance effort/cost will be reduced as the city employees must replace the gravel at least annually to correct the potholes, snowplow damage, etc.
 - Will reduce gravel and sediment runoff entering the stormwater collection system.
 - Will increase the appearance and functionality of the limited VFW parking
 - Will decrease the potential for trip hazards for VFW patrons walking across the parking lot to cars parked in the street.

Timeliness: (Please accept our apology!)

- VFW Capital Improvement Funding (use of gambling funds) expires at the end of June 2023. Funds are available now.
- Best bid (see next slide) from Neilson Blacktopping (performing work at 2nd Ave NW & 2nd St NW)
 - Employing Neilson saves on contractor mobilization/demobilization fees.

Cost Summary: Nielson Blacktopping (1680 sq-ft)

Original 3" asphalt mat

- Scope of Work:
 - Excavate for proper base elevation
 - Furnish & place base material
 - Grade & compact
 - Furnish & place 3" asphalt mat

Cost: \$5,600

City staff directed 5" asphalt mat

- Scope of Work:
 - Excavate for proper base elevation
 - Furnish & place base material
 - Grade & compact
 - Furnish & place 3" asphalt mat
 - Furnish & apply bituminous tack coat
 - Furnish & place 2" asphalt mat

Cost: \$9,700

City of Waseca perform the work: \$11,425.68

Summary of Potential Savings:

5" Asphalt Mat

- City of Waseca: \$11,425.68
 - Nielson Blacktopping \$ 9,700.00
- \$1,725.68 Savings

3" Asphalt Mat

- Nielson Blacktopping \$ 5,600.00
- \$4,100.00 Savings

Cost Allocation: Nielson Blacktopping (1680 sq-ft)

Original 3" asphalt mat		City staff directed 5" asphalt mat	
VFW (84 ft):	\$2,800.09	VFW (84 ft):	\$4,849.83
Chicos (72.17 ft):	\$2,405.01	Chicos (72.17 ft):	\$4,167.10
Weller (11.83 ft):	<u>\$ 394.30</u>	Weller (11.83 ft):	<u>\$ 683.07</u>
Cost: \$5,600		Cost: \$9,700	

City of Waseca perform the work: \$11,425.68

Conclusion:

- Timeliness is KEY!
 - VFW money expiring / Nielsen demobilizing
- Non-Standard Alley: Do we need a 5" asphalt mat
 - Garbage truck movement is straight in/straight out once a week
 - Minimal vehicle use: No one is taking a shortcut through the alley
- VFW is onboard with 3" asphalt mat (Chicos: Not Sure/Weller: Probably)
- Stretch for VFW for 5" asphalt mat (Chicos: Not likely/Weller: Not likely)

Request Summary: Good Neighbor Project

- City Council make a motion to reduce the asphalt paving requirement from 5" to 3" specifically because this is not a through alleyway
- City Council makes a motion to issue a change order to fund the project for the full cost.
 - VFW will pay \$2,800.09 for the 3" asphalt mat solution
 - Risk: Chicos & Weller will not agree to pay
- Alternatively: Alleyway remains gravel. City pays \$1,000.00 - \$2,000.00 annually to maintain the gravel alleyway & clean out the stormwater collection system
 - Remains an eyesore (Gravel)

Micah Fischer

6B

LIST OF EXPENDITURES

July 5, 2023

Carl S. S. S.

=====
City Council 0.00
Streets 29,981.21
Parks 16,894.05
Wastewater 12,217.53
Utility Administration 5,525.94
Utility Offices 8,005.20
Electric 15,347.58
Water 6,185.07
Building and Code Compliance 3,007.71
Police 66,295.83
Administration 0.00
Community Aides 0.00
Fire 9,747.46
Paid On Call Fire Department 161.15
PEG 198.30
Election Judges 0.00
Finance 11,223.41
Community Development 2,343.72
Engineering 17,204.87
Recreation 21,435.96
Econ Development 3,034.68

Total Gross Payroll 228,809.67

*Less- Payroll Deductions (66,492.77)

Net Payroll Cost \$ 162,316.90

*These costs are included in Accounts Payable totals below

Accounts Payable

Expenditures dated:

June 17, 2023-June 29, 2023

Includes check #'s 159384-159413

Bank ACH Withdrawals..... 685,443.81

GRAND TOTAL EXPENDITURES \$ 847,760.71

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
General Fund						
06/29/2023	62333	MN Sales and Use Tax Payable	Sales and Use Tax	101-20210-0000	663.78	M
Total 101202100000:					663.78	
06/29/2023	62340	ACH Internal Revenue Service	FEDERAL WITHHOLDING TAX Pay Period: 6/25/2023	101-21701-0000	19,620.88	M
Total 101217010000:					19,620.88	
06/29/2023	62336	MN Department of Revenue	STATE WITHHOLDING TAX Pay Period: 6/25/2023	101-21702-0000	9,951.44	M
Total 101217020000:					9,951.44	
06/29/2023	62340	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 6/25/2023	101-21703-0000	9,113.87	M
06/29/2023	62340	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 6/25/2023	101-21703-0000	9,626.91	M
Total 101217030000:					18,740.78	
06/29/2023	62337	Public Employees Retirement Assn (ACH	Rounding Error for 6/29/23	101-21704-0000	.05	M
06/29/2023	62337	Public Employees Retirement Assn (ACH	PERA COORD Emplr 1% Pay Period: 6/25/2023	101-21704-0000	1,316.10	M
06/29/2023	62337	Public Employees Retirement Assn (ACH	PERA COORDINATED Employee Pay Period: 6/25/202	101-21704-0000	8,554.75	M
06/29/2023	62337	Public Employees Retirement Assn (ACH	PERA POLICE Employee Pay Period: 6/25/2023	101-21704-0000	8,363.42	M
06/29/2023	62337	Public Employees Retirement Assn (ACH	PERA COORDINATED Employer Pay Period: 6/25/202	101-21704-0000	8,554.75	M
06/29/2023	62337	Public Employees Retirement Assn (ACH	PERA POLICE Employer Pay Period: 6/25/2023	101-21704-0000	12,545.14	M
Total 101217040000:					39,334.21	
06/29/2023	62340	ACH Internal Revenue Service	MEDICARE Pay Period: 6/25/2023	101-21712-0000	3,082.39	M
06/29/2023	62340	ACH Internal Revenue Service	MEDICARE Pay Period: 6/25/2023	101-21712-0000	3,202.34	M
Total 101217120000:					6,284.73	
06/29/2023	62341	MSRS- (DEF COMP)	MSRS - ROTH (AFTER TAX) Pay Period: 6/25/2023	101-21713-0000	1,325.00	M
06/29/2023	62341	MSRS- (DEF COMP)	MSRS - DEF COMP Pay Period: 6/25/2023	101-21713-0000	1,049.00	M
Total 101217130000:					2,374.00	
06/29/2023	62339	Vantagepoint Transfer Agents 457	ICMA - ROTH (AFTER TAX) Pay Period: 6/25/2023	101-21714-0000	350.00	M
06/29/2023	62339	Vantagepoint Transfer Agents 457	ICMA DEF COMPENSATION Pay Period: 6/25/2023	101-21714-0000	605.00	M
Total 101217140000:					955.00	
06/29/2023	62334	Medsurety	Flex Reimbursement	101-21716-0000	178.59	M
06/29/2023	62342	Medsurety	HSA Contribution Pay Period: 6/25/2023	101-21716-0000	1,889.38	M
Total 101217160000:					2,067.97	
06/29/2023	62338	MN Child Support Payment Center	CHILD SUPPORT FLAT AMT Pay Period: 6/25/2023	101-21717-0000	1,005.07	M
Total 101217170000:					1,005.07	
06/29/2023	159394	F2 Trucking LLC	Return of Security Deposit	101-22010-0000	3,000.00	
Total 101220100000:					3,000.00	
06/29/2023	20230501	Conrath, Jeremy	Technology Reimbursement	101-41110-3200	1,000.00	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101411103200:					1,000.00
06/29/2023	20230531	Waseca Area Senior Citizens Center	City Contribution	101-41110-4455	1,125.00
Total 101411104455:					1,125.00
06/29/2023	159408	Shred-it USA LLC	Monthly Service	101-41320-3100	20.78
Total 101413203100:					20.78
06/29/2023	20230514	Innovative Office Supply	Stamp-HR	101-41500-2000	19.18
Total 101415002000:					19.18
06/29/2023	20230490	Abdo	HR Consulting Services - April	101-41500-3000	3,704.00
06/29/2023	20230490	Abdo	HR Consulting Services - May	101-41500-3000	3,413.10
06/29/2023	159398	Hildi Inc	GASB 75 Actuarial	101-41500-3000	3,050.00
Total 101415003000:					10,167.10
06/29/2023	159396	Gulrajani, Chinmoy	Legal Fees 22-3600-38961	101-41600-3000	7,300.00
06/29/2023	159413	Waseca County Treasurer	Legal Services Contract payment	101-41600-3000	5,370.33
Total 101416003000:					12,670.33
06/29/2023	20230524	Pantheon Computer Systems Inc.	2023 Maintanance Agreement	101-41920-3100	6,590.78
06/29/2023	20230524	Pantheon Computer Systems Inc.	2023 Maintenance Agreement	101-41920-3100	2,170.00
Total 101419203100:					8,760.78
06/29/2023	20230498	CivicPlus	Annual Fee	101-41920-4950	3,102.72
Total 101419204950:					3,102.72
06/29/2023	20230514	Innovative Office Supply	Paper	101-41940-2000	1,364.40
Total 101419402000:					1,364.40
06/29/2023	20230514	Innovative Office Supply	Office Supplies	101-41940-2170	66.82
Total 101419402170:					66.82
06/29/2023	20230495	Cady Business Technologies Inc	Monthly Phone Support Plan	101-41940-3100	262.62
06/29/2023	159388	Cintas Corp	Floor mat service	101-41940-3100	58.79
06/29/2023	20230527	Stoltz Cleaning Services LLC	City Hall Cleaning	101-41940-3100	475.00
06/29/2023	20230527	Stoltz Cleaning Services LLC	City Hall Cleaning	101-41940-3100	380.00
Total 101419403100:					1,176.41
06/29/2023	159392	Consolidated Communications	Monthly Billing	101-41940-3200	221.99
06/29/2023	159392	Consolidated Communications	Monthly Billing	101-41940-3200	156.70
Total 101419403200:					378.69
06/29/2023	159387	Centerpoint Energy	Monthly Billing	101-41940-3800	125.83

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101419403800:					125.83
06/29/2023	159395	GT Express Inc	Warehouse Storage Grant - CCGP-22-0024-Z-FY23 Dra	101-41950-3000	66,743.75
Total 101419503000:					66,743.75
06/29/2023	20230514	Innovative Office Supply	Office Supplies - Police	101-42100-2000	65.06
Total 101421002000:					65.06
06/29/2023	20230496	Chrz, Jared	Uniform Allowance	101-42100-2180	24.72
06/29/2023	20230507	Gruenhagen, Elizabeth	Concealed Carry Holster	101-42100-2180	126.25
06/29/2023	20230509	Harren, Andrew	Uniform Allowance	101-42100-2180	95.98
06/29/2023	20230528	Streicher's	Uniform Allowance-Schroeder	101-42100-2180	159.98
06/29/2023	20230528	Streicher's	Uniform Allowance-Schroeder	101-42100-2180	3.99
06/29/2023	20230528	Streicher's	Uniform - New Hire Madden	101-42100-2180	119.98
06/29/2023	20230528	Streicher's	Uniforms - Bendorf	101-42100-2180	105.97
06/29/2023	20230528	Streicher's	Uniform Harren	101-42100-2180	294.95
06/29/2023	20230528	Streicher's	Uniform - Harren	101-42100-2180	201.98
06/29/2023	20230528	Streicher's	uniform expense - vests	101-42100-2180	2,664.00
06/29/2023	20230534	Wellman, Nick	Uniform Allowance	101-42100-2180	67.50
06/29/2023	20230534	Wellman, Nick	Uniform Allowance	101-42100-2180	97.00
06/29/2023	20230534	Wellman, Nick	Uniform Allowance	101-42100-2180	323.01
Total 101421002180:					3,965.35
06/29/2023	159412	Waseca County License Bureau	Registration Police	101-42100-2220	14.25
Total 101421002220:					14.25
06/29/2023	159406	Paape Distributing Co	PSB building expense	101-42100-2230	165.00
Total 101421002230:					165.00
06/29/2023	159388	Cintas Corp	Mats - PD	101-42100-3100	8.98
06/29/2023	159388	Cintas Corp	Mats - PD	101-42100-3100	8.99
06/29/2023	159408	Shred-it USA LLC	Monthly Service	101-42100-3100	20.79
Total 101421003100:					38.76
06/29/2023	159392	Consolidated Communications	Monthly Billing	101-42100-3200	221.99
06/29/2023	159392	Consolidated Communications	Monthly Billing	101-42100-3200	443.92
06/29/2023	159392	Consolidated Communications	Monthly Billing	101-42100-3200	47.70
Total 101421003200:					713.61
06/29/2023	159387	Centerpoint Energy	Monthly Billing	101-42100-3800	117.28
Total 101421003800:					117.28
06/29/2023	159391	City of Waseca	Compliance Check	101-42100-4640	100.00
06/29/2023	159401	LeSueur-Waseca Public Health Services	Nite to Unite Food Permit	101-42100-4640	55.00
Total 101421004640:					155.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
06/29/2023	159388	Cintas Corp	Mats - FD	101-42200-3100	8.99
06/29/2023	159388	Cintas Corp	Mats -FD	101-42200-3100	8.98
06/29/2023	20230516	Javens Mechanical Contracting Co.	Backflow Testing	101-42200-3100	98.00
Total 101422003100:					115.97
06/29/2023	159392	Consolidated Communications	Monthly Billing	101-42200-3200	47.70
Total 101422003200:					47.70
06/29/2023	159387	Centerpoint Energy	Monthly Billing	101-42200-3800	117.28
06/29/2023	159392	Consolidated Communications	Monthly Billing	101-42200-3800	51.19
Total 101422003800:					168.47
06/29/2023	159400	Kirvida Fire Inc.	525 Pump Test Repairs	101-42200-4000	912.89
06/29/2023	159400	Kirvida Fire Inc.	523 Pump Repairs	101-42200-4000	223.48
Total 101422004000:					1,136.37
06/29/2023	20230497	City Building Inspection Services LLC	building inpsctions	101-42400-3000	12,234.35
Total 101424003000:					12,234.35
06/29/2023	20230520	Lenz Lawn Care & Landscaping Inc.	Mow/Trim 600 5th St SE	101-42400-3100	45.00
Total 101424003100:					45.00
06/29/2023	62346	Verizon Wireless	Monthly Verizon Data Bill	101-43000-3200	80.02 M
Total 101430003200:					80.02
06/29/2023	20230508	H & J Fuel Inc	Fuel	101-43100-2120	1,681.57
Total 101431002120:					1,681.57
06/29/2023	20230493	Bomgaars Supply	Parts & Supplies	101-43100-2170	516.34
06/29/2023	20230502	Continental Research Corporation	granualer weed killer	101-43100-2170	378.73
06/29/2023	20230510	Holtmeier Construction Inc.	crushed rock	101-43100-2170	907.90
06/29/2023	20230515	James Brothers Construction Inc.	Class V	101-43100-2170	464.35
Total 101431002170:					2,267.32
06/29/2023	159389	Cintas Corporation	Uniform Service	101-43100-2180	80.86
06/29/2023	159389	Cintas Corporation	Uniform Service	101-43100-2180	80.86
06/29/2023	159389	Cintas Corporation	Uniform Service	101-43100-2180	80.86
Total 101431002180:					242.58
06/29/2023	20230516	Javens Mechanical Contracting Co.	Backflow Testing	101-43100-3100	294.00
Total 101431003100:					294.00
06/29/2023	20230499	Clarke Environmental Mosquito Mgmt Inc	Mosquito spraying	101-43100-3101	450.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101431003101:					450.00
06/29/2023	159392	Consolidated Communications	Monthly Billing	101-43100-3200	47.75
Total 101431003200:					47.75
06/29/2023	159387	Centerpoint Energy	Monthly Billing	101-43100-3800	168.64
Total 101431003800:					168.64
06/29/2023	20230504	Diamond Vogel Inc	paint supplies	101-43170-2170	169.30
06/29/2023	20230504	Diamond Vogel Inc	traffic paint	101-43170-2170	4,752.75
Total 101431702170:					4,922.05
06/29/2023	20230513	Independent School District #829	City Contribution Community Ed	101-45100-3100	8,333.33
Total 101451003100:					8,333.33
06/29/2023	20230491	Amazon	Whiteboard and Facility Phone	101-45130-2000	180.56
Total 101451302000:					180.56
06/29/2023	20230511	Horizon Commercial Pool Supply	Pool test chemical	101-45130-2165	165.78
06/29/2023	20230511	Horizon Commercial Pool Supply	WP Chemical	101-45130-2165	10,502.47
Total 101451302165:					10,668.25
06/29/2023	20230493	Bomgaars Supply	Parts & Supplies	101-45130-2170	26.96
Total 101451302170:					26.96
06/29/2023	20230489	A. H. Hermel Company	Janitorial Supplies	101-45130-2175	149.14
06/29/2023	20230493	Bomgaars Supply	Parts & Supplies	101-45130-2175	29.98
Total 101451302175:					179.12
06/29/2023	20230489	A. H. Hermel Company	WP Concessions	101-45130-2500	1,585.21
06/29/2023	20230489	A. H. Hermel Company	WP Concessions	101-45130-2500	2,632.03
06/29/2023	159399	Hy-Vee Accounts Receivable	Birthday Cake	101-45130-2500	24.99
06/29/2023	159399	Hy-Vee Accounts Receivable	Birthday cakes for birthday parties	101-45130-2500	74.97
06/29/2023	159399	Hy-Vee Accounts Receivable	Birthday Cake	101-45130-2500	24.99
06/29/2023	159399	Hy-Vee Accounts Receivable	Birthday Cake	101-45130-2500	24.99
06/29/2023	159399	Hy-Vee Accounts Receivable	Birthday Cakes	101-45130-2500	49.98
Total 101451302500:					4,417.16
06/29/2023	20230516	Javens Mechanical Contracting Co.	Backflow Testing	101-45130-3100	98.00
Total 101451303100:					98.00
06/29/2023	159392	Consolidated Communications	Monthly Billing	101-45130-3200	247.51
Total 101451303200:					247.51

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
06/29/2023	159387	Centerpoint Energy	Monthly Billing	101-45130-3800	962.61
Total 101451303800:					962.61
06/29/2023	20230491	Amazon	Check Valves	101-45130-4000	113.07
06/29/2023	20230493	Bomgaars Supply	Parts & Supplies	101-45130-4000	9.77
06/29/2023	20230506	Fastenal Company	Bolts	101-45130-4000	35.67
Total 101451304000:					158.51
06/29/2023	20230491	Amazon	Safe	101-45180-2170	255.99
Total 101451802170:					255.99
06/29/2023	159403	Morgan's Meat Market	Hot dogs for concessions	101-45180-2500	55.00
Total 101451802500:					55.00
06/22/2023	159307	MPeters Enterprises Inc.	TLCF Flag	101-45180-4000	50.00- V
Total 101451804000:					50.00-
06/29/2023	159402	MN Department of Agriculture	TLCF Permit	101-45180-4500	77.00
Total 101451804500:					77.00
06/29/2023	20230532	Waseca Floral	Park Flowers & Plants	101-45200-2170	1,120.28
Total 101452002170:					1,120.28
06/29/2023	20230493	Bomgaars Supply	Parts & Supplies	101-45200-2230	143.79
Total 101452002230:					143.79
06/29/2023	20230516	Javens Mechanical Contracting Co.	Backflow Testing	101-45200-3100	98.00
Total 101452003100:					98.00
06/29/2023	159392	Consolidated Communications	Monthly Billing	101-45200-3200	44.23
Total 101452003200:					44.23
06/29/2023	159387	Centerpoint Energy	Monthly Billing	101-45200-3800	65.45
06/29/2023	159387	Centerpoint Energy	Monthly Billing	101-45200-3800	17.73
Total 101452003800:					83.18
06/29/2023	159407	Recreation Supply Co. Inc.	Clear Lake Beach Buoy	101-45200-4000	661.62
Total 101452004000:					661.62
06/29/2023	20230516	Javens Mechanical Contracting Co.	Backflow Testing	101-45500-3100	98.00
06/29/2023	20230527	Stoltz Cleaning Services LLC	Library Cleaning	101-45500-3100	250.00
06/29/2023	20230527	Stoltz Cleaning Services LLC	Library Cleaning	101-45500-3100	200.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Total 101455003100:					548.00	
06/29/2023	159387	Centerpoint Energy	Monthly Billing	101-45500-3800	103.90	
06/29/2023	159392	Consolidated Communications	Monthly Billing	101-45500-3800	66.60	
Total 101455003800:					170.50	
Total General Fund:					268,335.35	
Waseca Rehab Program 2015						
06/29/2023	62335	Commercial Partners Title LLC	Multi Family SCDP CDAP 160060-O-FY17	212-46500-3000	228,633.27	M
Total 212465003000:					228,633.27	
Total Waseca Rehab Program 2015:					228,633.27	
Airport						
06/29/2023	20230529	Toltz King Duvall Anderson & Assoc Inc.	Airport T-Hangar design	230-49810-3000	21,900.00	
Total 230498103000:					21,900.00	
06/29/2023	20230519	Langer, Brent	Airport Contract Payment	230-49810-3100	3,800.00	
Total 230498103100:					3,800.00	
06/29/2023	62345	CenturyLink	Airport Phone and Internet	230-49810-3200	126.10	M
06/29/2023	159392	Consolidated Communications	Monthly Billing	230-49810-3200	51.79	
06/29/2023	159392	Consolidated Communications	Monthly Billing	230-49810-3200	467.67	
Total 230498103200:					645.56	
06/29/2023	159387	Centerpoint Energy	Monthly Billing	230-49810-3800	26.15	
06/29/2023	62344	Xcel Energy	Airport Electric	230-49810-3800	174.69	M
06/29/2023	62343	Xcel Energy	Airport Electric	230-49810-3800	193.60	M
Total 230498103800:					394.44	
06/29/2023	159409	Total Glass-Lock Inc.	T-hangar door lock and key replacements	230-49810-4000	3,499.30	
Total 230498104000:					3,499.30	
Total Airport:					30,239.30	
Capital Improvement						
06/29/2023	20230494	Border States Electric Supply	Park Cameras	430-43010-5320	203.02	
Total 430430105320:					203.02	
06/29/2023	159386	C & H Sport Surfaces Inc	CLP Tennis and Basketball Court Crackfill	430-43010-5435	5,475.00	
Total 430430105435:					5,475.00	
06/29/2023	159384	Bolton & Menk Inc.	8th Ave NE Design Engineering	430-43010-5560	12,718.50	
06/29/2023	159385	Braun Intertec Corporation	Contaminated soil sampling & testing	430-43010-5560	3,157.13	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Total 430430105560:					15,875.63	
Total Capital Improvement:					21,553.65	
Water						
06/29/2023	62333	MN Sales and Use Tax Payable	Sales and Use Tax	601-20210-0000	1,189.11	M
Total 601202100000:					1,189.11	
06/29/2023	159397	Hawkins Inc	Demurrage	601-49401-2170	210.00	
Total 601494012170:					210.00	
06/29/2023	159387	Centerpoint Energy	Monthly Billing	601-49401-3800	52.10	
Total 601494013800:					52.10	
06/29/2023	62340	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 6/25/2023	601-49430-0000	513.04	M
06/29/2023	62340	ACH Internal Revenue Service	MEDICARE Pay Period: 6/25/2023	601-49430-0000	119.95	M
Total 601494300000:					632.99	
06/29/2023	20230521	Locators & Supplies Inc.	locate paint	601-49430-2170	457.85	
Total 601494302170:					457.85	
06/29/2023	159411	United Systems & Software Inc	Encoded ert's	601-49430-2215	2,894.71	
Total 601494302215:					2,894.71	
06/29/2023	20230503	Core & Main LP	Anode bags	601-49430-2230	2,781.24	
06/29/2023	159393	Dakota Supply Group Inc	watermain coupling	601-49430-2230	888.77	
Total 601494302230:					3,670.01	
06/29/2023	20230516	Javens Mechanical Contracting Co.	Backflow Testing	601-49430-3100	1,940.82	
06/29/2023	20230533	Water Conservation Service Inc.	Water Leak Locate	601-49430-3100	993.32	
Total 601494303100:					2,934.14	
06/29/2023	159392	Consolidated Communications	Monthly Billing	601-49585-3200	59.20	
06/29/2023	159410	U.S. Postal Service	Postage - July utility bills	601-49585-3200	520.26	
Total 601495853200:					579.46	
06/29/2023	159390	City of Waseca	Summit AR	601-49585-4320	30.36	
Total 601495854320:					30.36	
06/29/2023	20230524	Pantheon Computer Systems Inc.	2023 Maintanance Agreement	601-49586-4950	941.54	
06/29/2023	20230524	Pantheon Computer Systems Inc.	2023 Maintenance Agreement	601-49586-4950	310.00	
Total 601495864950:					1,251.54	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total Water:					13,902.27
Sanitary Sewer					
06/29/2023	20230500	Condon Farm Service	Weed Killer	602-49470-2170	79.90
Total 602494702170:					79.90
06/29/2023	159392	Consolidated Communications	Monthly Billing	602-49470-3200	743.47
Total 602494703200:					743.47
06/29/2023	159387	Centerpoint Energy	Monthly Billing	602-49470-3800	21.45
06/29/2023	159387	Centerpoint Energy	Monthly Billing	602-49470-3800	107.90
Total 602494703800:					129.35
06/29/2023	20230502	Continental Research Corporation	granualer weed killer	602-49470-4020	378.74
Total 602494704020:					378.74
06/29/2023	159397	Hawkins Inc	Demurrage	602-49480-2170	40.00
06/29/2023	20230530	USA Blue Book	Lab Supplies	602-49480-2170	278.62
Total 602494802170:					318.62
06/29/2023	20230523	North American Safety Inc	Work Clothes	602-49480-2180	46.99
06/29/2023	20230530	USA Blue Book	safety clothing	602-49480-2180	370.92
Total 602494802180:					417.91
06/29/2023	20230500	Condon Farm Service	Yard Chemicals	602-49480-2230	90.88
Total 602494802230:					90.88
06/29/2023	20230526	Stantec Consulting Services Inc	WWTP Permit Review	602-49480-3000	7,669.50
06/29/2023	20230526	Stantec Consulting Services Inc	WWTP Permit Review	602-49480-3000	206.75
Total 602494803000:					7,876.25
06/29/2023	159388	Cintas Corp	Floor mat service	602-49480-3100	9.60
06/29/2023	20230516	Javens Mechanical Contracting Co.	Backflow Testing	602-49480-3100	887.80
Total 602494803100:					897.40
06/29/2023	159392	Consolidated Communications	Monthly Billing	602-49480-3200	625.34
Total 602494803200:					625.34
06/29/2023	20230525	Schmidt, Jason	Mileage reimbursement	602-49480-3300	292.52
Total 602494803300:					292.52
06/29/2023	159387	Centerpoint Energy	Monthly Billing	602-49480-3800	447.71
Total 602494803800:					447.71

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
06/29/2023	159392	Consolidated Communications	Monthly Billing	602-49585-3200	59.20
06/29/2023	159410	U.S. Postal Service	Postage - July utility bills	602-49585-3200	520.26
Total 602495853200:					579.46
06/29/2023	159390	City of Waseca	Summit AR	602-49585-4320	58.19
Total 602495854320:					58.19
06/29/2023	20230524	Pantheon Computer Systems Inc.	2023 Maintanance Agreement	602-49586-4950	941.54
06/29/2023	20230524	Pantheon Computer Systems Inc.	2023 Maintenance Agreement	602-49586-4950	310.00
Total 602495864950:					1,251.54
Total Sanitary Sewer:					14,187.28
Electric Utility					
06/29/2023	62333	MN Sales and Use Tax Payable	Sales and Use Tax	604-20210-0000	31,955.11 M
Total 604202100000:					31,955.11
06/29/2023	20230502	Continental Research Corporation	granualer weed killer	604-49571-2170	378.73
06/29/2023	20230512	Huber Supply Co Inc	nitrogen for substation	604-49571-2170	65.00
Total 604495712170:					443.73
06/29/2023	20230494	Border States Electric Supply	transformer bolts	604-49573-2170	353.35
Total 604495732170:					353.35
06/29/2023	159392	Consolidated Communications	Monthly Billing	604-49585-3200	59.20
06/29/2023	159392	Consolidated Communications	Monthly Billing	604-49585-3200	54.21
06/29/2023	159410	U.S. Postal Service	Postage - July utility bills	604-49585-3200	520.26
Total 604495853200:					633.67
06/29/2023	159390	City of Waseca	Summit AR	604-49585-4320	164.43
Total 604495854320:					164.43
06/29/2023	20230492	Barr Engineering Company	Substation Engineering	604-49586-3000	460.00
Total 604495863000:					460.00
06/29/2023	159408	Shred-it USA LLC	Monthly Service	604-49586-3100	20.78
Total 604495863100:					20.78
06/29/2023	20230524	Pantheon Computer Systems Inc.	2023 Maintanance Agreement	604-49586-4950	941.54
06/29/2023	20230524	Pantheon Computer Systems Inc.	2023 Maintenance Agreement	604-49586-4950	310.00
Total 604495864950:					1,251.54
06/29/2023	20230494	Border States Electric Supply	conversion supplies	604-49593-5300	573.78
06/29/2023	20230494	Border States Electric Supply	conversion supplies	604-49593-5300	566.28
06/29/2023	20230494	Border States Electric Supply	conversion supplies	604-49593-5300	368.70

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
06/29/2023	20230517	JT Services of MN	conversion supplies	604-49593-5300	1,686.49
06/29/2023	159405	Old Republic Surety Group	Permit RR Crossing	604-49593-5300	125.00
Total 604495935300:					3,320.25
Total Electric Utility:					38,602.86
Storm Water Utility					
06/29/2023	20230505	ESS Brothers & Sons Inc	Butyle rope, MH castings	651-43140-4000	790.58
Total 651431404000:					790.58
Total Storm Water Utility:					790.58
Central Garage Services					
06/29/2023	20230493	Bomgaars Supply	Parts & Supplies	701-43180-2170	33.76
06/29/2023	20230522	Miller, Scott	Safety Glasses-Miller	701-43180-2170	200.00
Total 701431802170:					233.76
06/29/2023	20230491	Amazon	fuel sprayer for paver	701-43180-2240	56.51
Total 701431802240:					56.51
Total Central Garage Services:					290.27
Equipment Replacement Fund					
06/29/2023	20230518	L & L Street Rod & Sports Truck LLC	new squad expense	705-49920-5400	3,942.95
Total 705499205400:					3,942.95
06/29/2023	159404	North Country Chevrolet	2023 Chevy 5500	705-49950-5400	60,963.41
06/29/2023	159412	Waseca County License Bureau	Vehicle Tax & Registration	705-49950-5400	4,002.62
Total 705499505400:					64,966.03
Total Equipment Replacement Fund:					68,908.98
Grand Totals:					685,443.81

Report Criteria:

Report type: GL detail

[Report].Amount = {<>} 0

Title:	Approve Residential Tax Abatement for 505 22 nd Avenue NW (PID 017.285.0220)		
Meeting Date:	July 5, 2023	Agenda Item Number:	6C
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	<ul style="list-style-type: none"> • Residential Tax Abatement Agreement • Resolution 23-34
Originating Department:	Economic Development	Presented By:	Consent Agenda
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Approve Resolution 23-34, granting residential tax abatement for 505 22 nd Avenue NW and approval for signature to Residential Tax Abatement Agreement		
How does this item pertain to Vision 2030 goals?	Developing High Quality Community Assets		

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

BUDGET IMPACT: The residential tax abatement requested is 75% of the portion of the City's share of ad valorem property taxes on the qualifying parcel derived from the value of the residential structure for which the City issues a building permit and paid by the property owner. The total abatement amount for any single qualifying parcel is not to exceed \$20,458.85, for a maximum total abatement of City-imposed property taxes not to exceed \$3,409.81. The abatements will apply to the City's share of ad valorem property taxes on the qualifying parcels derived from the value of the residential structure for which the City issues a building permit and paid by the record owners of such qualifying parcels.

ALTERNATIVES CONSIDERED: None. The 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 23-34 and Residential Tax Abatement Agreement for 505 22nd Avenue NW (PID 17.285.0220).

RESOLUTION NO. 23-34

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

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

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

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

WHEREAS, the City will use tax abatement for the purposes provided for in the Abatement Law and the City's approved Tax Abatement to match the proposed term of the abatements for each eligible property that satisfies the conditions for abatement established herein ("the qualifying parcels described in Resolution 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 six years, with the City abating 75 percent of the portion of the City's share of ad valorem property taxes on the qualifying parcel derived from the value of the residential structure for which the City issues a building permit and paid by the property owner. The total abatement amount for any single qualifying parcel is not to exceed \$20,458.85, for a maximum total abatement of City-imposed property taxes not to exceed \$3,409.81. The abatements will apply to the City's share of ad valorem property taxes on the qualifying parcels derived from the value of the residential structure for which the City issues a building permit and paid by the record owners of such qualifying parcels (the "abatements"); and

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

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

NOW, THEREFORE, BE IT RESOLVED that the City Council approve the Tax Abatement Applications substantially in form as presented, submitted by Leo J Nissen and Sabrina L. Nissen (505 22nd Avenue NW) Parcel ID #17.285.0220.

Adopted this 5th day of July 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

Leo J. Nissen and Sabrina L. Nissen

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RESIDENTIAL TAX ABATEMENT AGREEMENT

THIS AGREEMENT, made as of the ____ day of July, 2023, by and among the City of Waseca, Minnesota, a Minnesota municipal corporation (the “City”) and LEO J. NISSEN and SABRINA L. NISSEN, 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 505 22nd Avenue NW in the City (Parcel No. 17.285.0220) (the “Property”), and the City has determined that the Property has qualified for tax abatement pursuant to the City’s Residential Tax Abatement Policy; and

WHEREAS, the City has approved abatement of the increased portion of the City’s share of ad valorem property taxes on the Property derived from the value of the residential development of the Property for a period not to exceed SIX (6) years, specifically with respect to the payable 2025 through 2030 property taxes, in a total amount not to exceed \$20,458.85 and

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

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

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

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

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

ARTICLE I

DEFINITIONS

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

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

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

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

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

City means the City of Waseca, Minnesota;

Code means the City's Code of Ordinances;

Developer means [Todd and Kathy Donahue], 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 [2022] through [2031] property taxes, in a total amount not to exceed \$[20,458.85], pursuant to the specific provisions of Section 3.8;

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

(3) The Developer will obtain or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Project may be lawfully constructed. Without in any way limiting the foregoing, the Developer will request and seek to obtain from the City, if necessary, such approvals, variances, conditional use permits, zoning changes and other required City approvals as may be applicable.

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

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

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

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

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

ARTICLE III

UNDERTAKINGS BY DEVELOPER AND CITY

Section 3.1 Construction of Project and Reimbursement of Cost.

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

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

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

Section 3.3 Commencement and Completion of Construction.

The Developer shall complete the Project within twelve months of the issuance of the building permit for the Project. All Project Improvements to be constructed or provided by the Developer shall be in conformity with the Project Plans as submitted by the Developer and approved by the City.

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

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

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

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

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

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

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

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

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

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

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

Section 3.8 Tax Abatements.

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

(2) The Tax Abatement shall be for a duration not to exceed SIX (6) years and shall apply to the City's share of ad valorem property taxes on the Property derived from the value of the residential development of the Property and paid by the Developer, beginning with taxes payable in 2025 and continuing through taxes payable in 2030, in the lesser amount annually of \$3,409.76 or 75% percent of the City's share of ad valorem property taxes on the Property derived from the value of the residential development of the Property for that year.

(3) On or before January 1 and July 1 each year commencing July 1, 2025 and including January 31, 2031 (adjust as necessary if different term selected)], the Developer shall invoice the City in the amount of the City's portion of ad valorem property taxes on the Property paid by Developer in the previous six-month period to which the Developer is entitled to reimbursement under this Section. On or before February 1 and August 1 each year commencing August 2025 and including February 28, 2031 the City shall pay the Developer the amount of the Tax Abatements received by the City in the previous six-month period.

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

ARTICLE IV

EVENTS OF DEFAULT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4.6 Release and Indemnification Covenants.

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

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

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

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

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

ARTICLE V

ADDITIONAL PROVISIONS

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

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

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

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

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

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

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

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

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

Leo J. Nissen and Sabrina L. Nissen
505 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, 2031 (same date as last reimbursement payment in § 3.8(3))], unless earlier terminated or rescinded in accordance with its terms.

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

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

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

Section 5.12. Rules of Interpretation.

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

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

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

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

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

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

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

[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.

Leo J. Nissen

Sabrina L. Nissen

STATE OF MINNESOTA)
) ss.
COUNTY OF Waseca)

The foregoing instrument was acknowledged before me this ____ day of July 2023, by LEO J. NISSEN and SABRINA L. NISSEN, 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 July, 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 # 17.285.0220

Lot 2, Block 2
Fox Meadows 2nd Addition

505 22nd Avenue NW
Waseca, MN 56093

Title:	AIRPORT BOARD APPOINTMENT		
Meeting Date:	July 5, 2023	Agenda Item Number:	6D
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Kyle Davis Airport Board Application
Originating Department:	Engineering	Presented By:	Consent Agenda
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to appoint Kyle Davis to fill a vacancy on the Airport Board.		
How does this item pertain to Vision 2030 goals?	Creating high quality community assets		

BACKGROUND: The Airport Board is an advisory board made up of five (5) members. On May 30th City staff received a resignation from member Graham Johnson and his resignation was officially recognized by the City Council at their meeting on June 6th. To fill this vacancy, Kyle Davis submitted an Airport Board application to City staff on June 12th (attached).

At their meeting on June 27th, the Airport Board recommended by a vote of 4 to 0 to appoint Kyle Davis to the Airport Board.

BUDGET IMPACT: None.

RECOMMENDATION: Staff recommends the Waseca City Council appoint Kyle Davis to the Airport Board for an approximately 2 ½ year term ending January 31, 2026.

CITY OF WASECA

Board/Commission/Authority Application Form

Date 7 June 2023

Name Kyle Davis

Address 34264 Woodville Blvd Waseca, MN 56093

Telephone Number: (Home) 507-461-0769 (Work) 612-713-1382 email: Kyledavis44@gmail.com

Occupation: Aircraft Quality Assurance Specialist

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

<input checked="" type="checkbox"/> Airport Board	<input type="checkbox"/> Human Rights Commission
<input type="checkbox"/> Charter Commission	<input type="checkbox"/> Community Ed Advisory Board
<input type="checkbox"/> Park Board	<input type="checkbox"/> Planning Commission
<input type="checkbox"/> Economic Development Authority	<input type="checkbox"/> Heritage Preservation Commission
<input type="checkbox"/> Housing & Redevelopment Authority	

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

Over the past 4 years I've have spent a large portion of my free time at the Waseca Airport. During this time, I was able to build friendships with and get to know all of the airport tenants. I have a solid understanding of the needs of the tenants as well as the needs of the airport. I believe I would be a great asset to the board, to ensure the safe, efficient, and economical operation and development of the Waseca Airport.

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

No.

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

No.

Please list what qualifications you possess that will be helpful to this Board /Commission /Authority.
(List your experience, education, certification, etc.)

Associates Degree in Aviation Maintenance Technology, FAA Airframe & Powerplant Mechanic with Inspection Authorization privileges, Student Pilot, 16 years of aviation experience with the United States Air Force, 9 months experience as Interim airport manager, 934th Airlift Wing Facilities Board Member.

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

Title:	LELS – LOA #2		
Meeting Date:	July 5, 2023	Agenda Item Number:	6E
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	LELS – LOA #2
Originating Department:	Finance/HR	Presented By:	Consent Agenda
Approved By City Manager: <input checked="" type="checkbox"/>			
How does this item pertain to Vision 2030 goals?	Good Governance		

BACKGROUND: The State of Minnesota recognized Juneteenth as a State holiday to be recognized annually on June 19th. This law was effective June 19th, 2023. On June 6th, 2023, the Waseca City Council approved an update to the City of Waseca Personnel Policy recognizing Juneteenth as an official City holiday.

A letter of agreement (LOA) has been sent and approved by the Law Enforcement Labor Services (LELS) Local #339 union that provides an adjustment to the union's holiday leave bank for 2023 providing an additional eight (8) hours of leave to account for the Juneteenth holiday in 2023. The LOA has a provision to add Juneteenth to the holidays stated in the union contract, along with adjusting the monthly holiday leave accrual from one eight-hour day per month to 8.67 hours per month. This accrual adjustment accounts for eight additional hours for the holiday over the course of the year.

BUDGET IMPACT: Providing additional time within the union's leave bank will allow officers to take that holiday off that they may have otherwise had to work. The time off is already accounted for in the budgeting process and will not have an impact. The impact will be if overtime needs to be used for another officer to fill the shift. This will be on a case-by-case basis, depending on the shifts and staffing levels.

RECOMMENDATION: Staff recommends the Waseca City Council approve the LELS – LOA #2.

Letter of Agreement #2

City of Waseca, hereinafter referred to as the Employer, and the Law Enforcement Labor Services, Inc., Local #339, hereinafter referred to as the Union, agree to the following:

1. General Recitals and LOA Purpose.

- a. The Parties have entered into a Collective Bargaining Agreement ("CBA") with a term commencing on January 1, 2023, and ending on December 31, 2025.
- b. On June 6, 2023, the Waseca City Council amended the Employer's Personnel Policy to adopt Juneteenth as an official City holiday beginning in 2023.
- c. The purpose of this LOA is to adjust the holiday leave bank under CBA Article 14 for the remainder of 2023 and to add Juneteenth to the holiday leave bank under CBA Article 14 for years 2024 and 2025 of the CBA.

2. Adjustment of the holiday leave bank for 2023. Effective June 6, 2023

- a. On June 29th, 2023, pay date the Union members will receive eight (8) additional hours into their holiday leave bank to account for the Juneteenth holiday in 2023.

3. Addition of Juneteenth. Effective as of January 1, 2024, Section 14.1 of the CBA are hereby amended as follows:

Article 14: Holidays

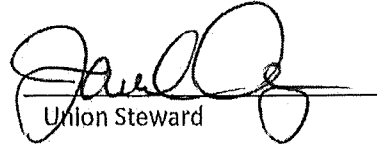
Section 1: In lieu of receiving the following paid holidays commemorating the following occasions: New Year's Day, Martin Luther King, Jr. Day, President's Day, Good Friday, Easter, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day and one personal leave day, employees shall receive ~~one~~ ~~eight-hour day~~ 8.67 hours per month of holiday leave.

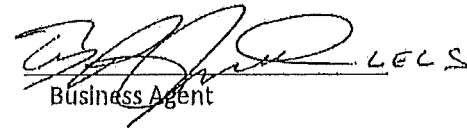
4. LOA Term. The Term of the LOA shall commence when it is signed by both parties and shall continue in full force and effect during the CBA Term.
5. Miscellaneous Provisions. The Parties acknowledge that they have freely and voluntarily entered into this LOA, after having been afforded the opportunity, if they so choose, to discuss the LOA with their respective legal counsel.

CITY OF WASECA, MINNESOTA

City Manager

LAW ENFORCEMENT LABOR SERVICES, INC
Local #339


Union Steward

 LEIS
Business Agent

Title:	Public Nuisance - Set Public Hearing Date of July 18, 2023, for the property located at 501 3 rd St NE, Waseca MN.		
Meeting Date:	June 20, 2023	Agenda Item Number:	6F
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	
Originating Department:	Community Development	Presented By:	Consent Agenda
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to set a public hearing date for the summary enforcement and abatement of the property located at 501 3 rd St NE in the City of Waseca.		
How does this item pertain to Vision 2030 goals?	Promotes good Governance.		

BACKGROUND: The City has received multiple complaints regarding nuisance conditions on the property located at 501 3rd St NE in Waseca. Per procedure, staff investigated the property and sent correspondence to the property owner on May 4, 2023 advising the property owner he had until June 6, 2023 to bring the property into compliance.

Past history includes abatement of the exterior property in February of 2022. Since that time, the property has gone back into disarray. An inspection on June 9, 2023 shows multiple violations of City Ordinances regarding exterior property maintenance. The current condition constitutes a public nuisance per City ordinances.

The public hearing is to be moved to July 18, 2023 as the newspaper notice was not published within the required time frame.

BUDGET IMPACT: Incurred costs for abatement will be charged to the property owner.

POLICY QUESTION: The City Council has the authority to order summary enforcement and the abatement of the nuisance.

ALTERNATIVES CONSIDERED: None.

RECOMMENDATION: Set a public hearing for July 18, 2023, to request the City Council to approve action to enact civil remedies against the property owner and the property for the nuisance.

Title:	Heritage Preservation Commission request for support for the “Explore Waseca” Project		
Meeting Date:	July 5, 2023	Agenda Item Number:	7A
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	PowerPoint
Originating Department:	Economic Development	Presented By:	Economic Development Manager
Approved By City Manager: <input checked="" type="checkbox"/>	Motion to approve \$3,000 in support of the Heritage Preservation Commission’s “Explore Waseca” Project.		
How does this item pertain to Vision 2030 goals?	Developing High Quality Community Assets		

BACKGROUND: The Heritage Preservation Commission (HPC) was awarded a Certified Local Government (CLG) grant in the amount of \$15,700. The Waseca Area Foundation awarded the HPC a grant in the amount of \$5,000, which is being used as the cash match for the CLG grant. We have not received the grant agreement from the State Historical Preservation Society, though we expect it before the end of July. This grant is for the purpose of creating a 20-stop historical walking tour with the building information being accessible via a mobile application and website. The HPC has chosen Daniel Hoisington, Heritage Preservationist Consultant, to help collaborate on this project with the Waseca School District. Led by John Hanson, Waseca Junior, and Senior students will research, write, film, edit, and post “clips” of information related to the Historical Walking tour.

John Hanson, Waseca JSHS Social Studies Department Chair, found a different mobile platform (STQRY) to host the mobile app and website than what the grant funded. This platform (STQRY) is outside of the price range of our original grant project, but it will also host up to ten (10) tours in total, one of which would be the HPC walking tour. This software package has an initial cost of \$5000e with an annual renewal rate of \$3000 for five years. There would be additional financial needs to populate the other nine (9) tour spots as well, and IT support over the 5-year period.

Presentations have been made to the Waseca BOCC, Discover Waseca Tourism, and the Waseca Area Chamber of Commerce. The County has agreed to provide \$3000 a year for five (5) years, contingent upon another entity also contributing to the project. DWT has agreed to a one-time contribution of \$5000, and the School District has agreed to a one-time contribution of \$5000.

The City Council budgets \$5,500 for Community/Special Projects in the Legislative Department budget. There is currently \$3,300 of unexpended funds in 2023. It would be staff’s recommendation to utilize these funds for this project. The City would have two options to expend these funds to the HPC. 1) Make a payment to the Heritage Preservation Committee (HPC), and they retain the money and use it as requested or 2) The City transfers the budgeted funds to the Heritage Preservation Special Revenue Fund. If the City transfers the money to the Special Revenue fund that is under the City’s financials, the HPC would then submit expenses to the City for approval and payment would be made using money from this fund.

BUDGET IMPACT: There would be no budget impact due to utilizing money that is already budgeted. If the council chose to fund this project with option two above, then there would be a budget amendment presented at a later date to reflect the action taken and adjust each fund a line item accordingly.


ALTERNATIVES CONSIDERED: none

RECOMMENDATION: Staff asks City Council to approve the allocation of \$3,000 to the Heritage Preservation Commission, choosing either option 1 or 2 as defined above.



Explore Waseca

An Historic Tour of Waseca



History of the Project

Historic Downtown Waseca Achievements

- January 2020, Downtown Waseca listed on National Register for Historic Places
- Installation of brown "Welcome to Waseca's Historic Downtown" signs
- Purchase of lamp post banners



Historic Walking Tour Initiative

- Initiative began in fall 2020
- Idea: QR codes on buildings linking to a website
- Visitors can learn about architectural significance and building history

Completed Buildings

- Seven downtown buildings completed by fall 2021
- Installation of laminated signage in each building
- Information posted on the HPC website



Expanding the Project

- Realization of the scope of the project
- Partnership between Waseca Public Schools (WPS) and the Waseca Heritage Preservation Commission (HPC)
- Involvement of student interns or extracurricular classes



Collaboration with WPS

- Connection with Clint Link, Career Pathways Coordinator
- Proposal to involve students in research and marketing
- Benefits for the school district and the community

Grant Funding

- Discovery of grants and applications written by Tina Wilson and the HPC
- \$22,950 Project approved (CLG grant \$15,700 with \$5,000 in matching funds from the Waseca Area Foundation, remainder is in-kind staff time)
- Combined grants pay for Preservation Specialist and Mr. Hanson's salary stipend and other project expenses

Social Studies Elective Course

- Elective class will begin during the 2023-2024 school year
 - Opportunity for students to gain real-world experience
-


STQRY Website



- Ability to embed text, images, video, audio, weblinks, image sliders, and much more
- Web-based, no coding necessary
- Simultaneous website and app development in one platform
- Maintenance and app development done by STQRY
- Unlimited mobile app downloads

storyguide


Discover and experience stories from organizations around the world.


STQRY Guide is the leading portal app and tour builder, allowing visitors to discover engaging experiences in your area. Get up and running in minutes, not months, with our easy to use STQRY Builder. Create your own audio guides, guided and self guided tours, quickly and easily.






Play Audio & View Transcript




**William Czar Bradley II,
the 1st Director at Brooks
Memorial Library**

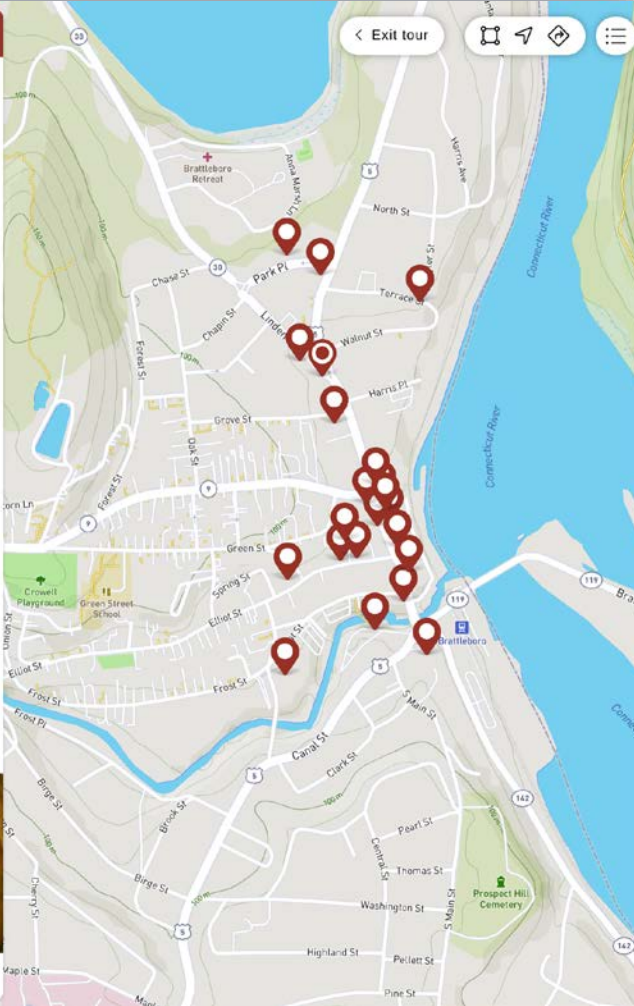
About

William Czar Bradley II, a native of Brattleboro, was the first Director of Brooks Memorial Library serving from 1884 until about 1904. He was class poet at Harvard University and had two of his books published. The “beautiful and commodious” Victorian-style library Bradley knew stood until the 1960s, when it was demolished and the current structure was built in its place.

Photos

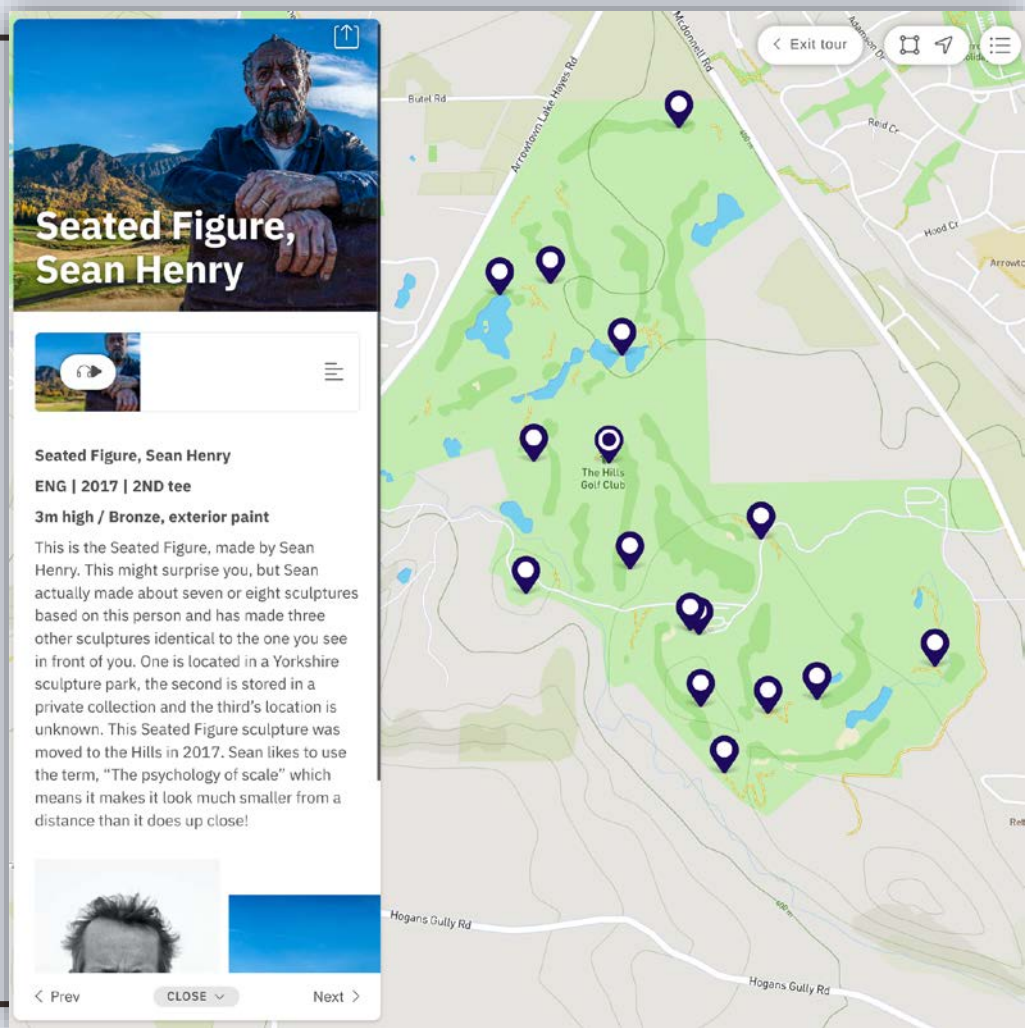
[< Prev](#)[CLOSE](#)[Next >](#)

[< Exit tour](#)



Layout and Interface Example

Student Created Example (Middle School)



Ability to Add Sliders to Images to Show Historic Differences

City Hall Then and Now



Move the slider to see how City Hall has evolved through the years!

App Experience Feedback

Allen App Feedback

We're eager to hear what you think about this new project.

hopa@waseca.k12.mn.us [Switch account](#)

Not shared

How useful did you find this app?

1 2 3 4 5 6 7 8 9 10

Not at all useful ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ Extremely useful

Would you recommend this app to others who visit this museum?

1 2 3 4 5 6 7 8 9 10

Definitely not ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ Absolutely

How could this app be more accessible to you?

Your answer

Do you have any suggestions for improving this app?

Your answer

Is there anything else you'd like to share?

Your answer

Which of the following describes you?

Home All Objects Feedback Info Keypad Settings

Collect and curate
historical events and
accounts by incorporating
links to submit stories,
provide feedback, etc.

Gamification of the Tour Using Reward Badges and Quizzes

No Badges Earned Yet!



56 Flags Badge



Abraham Lincoln Badge



George Washington Badge

City Hall Quiz

One of the former mayors of Morgan City kept an unusual pet named Old Bull. What kind of animal was he?



Submit



Up to 10
Independent
Tours on the Same
App Using the
STQRY Platform

Additional Explore Waseca Tour Ideas

- Parks
- Specialty shops
- Restaurants
- Schools
- Attractions



Benefits of the Explore Waseca Tour App



Collaboration

Waseca Public Schools,
the City of Waseca, and
Waseca County



Expansion

Up to 10 tours of
historical sites, parks,
schools, shops, and
restaurants



Geolocation

The app will provide GPS
guidance for visiting
various locations



Community

The project aims to enhance
residents' and visitors'
perception of the community



Exploration

The app has the potential to
significantly increase the
discovery of Waseca by both
citizens and guests.

How can the City get Involved?

As a project with long-term goals and numerous potential outcomes, our aim is to maintain the project's continuity and effectiveness over the next five years. This approach allows us to ensure that the project is carried out in a thorough and successful manner.

- \$3,000 per year to fund the ongoing maintenance and function of the mobile app.

Thank You!

Please don't hesitate to contact us with any questions!

Mr. John Hanson

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**Mrs. Julie Anderson,
Chairperson HPC**

Andej@waseca.k12.mn.us

Ms. Tina Wilson

Tinaw@ci.waseca.mn.us