

REGULAR WASECA CITY COUNCIL MEETING
TUESDAY, DECEMBER 5, 2023, 7:00 PM
AGENDA

1. CALL TO ORDER/ROLL CALL
2. MOMENT OF SILENCE/PLEDGE OF ALLEGIANCE
3. APPROVAL OF AGENDA
4. *Truth in Taxation Meeting*
5. 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 and not one individual council member. 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.

6. REQUESTS AND PRESENTATIONS
7. CONSENT AGENDA
 - A. Minutes: Council Meeting & Work Session – November 21, 2023
 - B. Payroll & Expenditures
 - C. Resolution 23-59 & Residential Tax Abatement Agreement for 1117 11th Ave SE
 - D. Resolution 23-63 & Residential Tax Abatement Agreement for 521 14th Street NW
 - E. Appoint Airport Board Members Kaitlyn Hoehn & Ben Priebe to a 2nd Term
 - F. Approve Airport Hangar Lease Agreements
 - G. Approve Airport Land Lease Agreement with Skydive Northstar
8. ACTION AGENDA
 - A. Resolution 23-61: Approve Feasibility Report and Set Public Hearing Date for the 11th Ave NW Rehabilitation Project (City Project No. 2024-02)
 - B. Resolution 23-62: Approve Feasibility Report and Set Public Hearing Date for the 8th Ave NE (CSAH 13) Reconstruction Project (City Project No. 2024-01)
 - C. City of Waseca Lower Land Lease, Crop year 2024
9. REPORTS
 - A. City Manager's Report
 - B. Commission Reports
10. ANNOUNCEMENTS
11. ADJOURNMENT

**MINUTES
WASECA CITY COUNCIL WORK SESSION
TUESDAY, NOVEMBER 21, 2023, 6:30 P.M.**

CALL TO ORDER

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

ROLL CALL

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

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

PURPOSE

To review the 2024 General Fund Levy before the December 5th, 2023, Truth-in-Taxation public meeting.

CONVERSATION

- Finance Director, Alicia Fischer presented what the three (3) levy options, .8 %, 0%, and -.8%, would look like for the Truth-in-Taxation Meeting.

This being a presentation with no action items, the work session adjourned at 6:51 p.m.

RANDY L. ZIMMERMAN
MAYOR

JULIA HALL
CITY CLERK

- 4) The DNR rep was supposed to be at the last meeting but was absent due to an illness. The city has been in contact with the DNR on all the steps and will continue to do so.
- 5) There is a meeting with a possible developer for Gaiter Lake on December 5th.

REQUESTS AND PRESENTATIONS

5. Paul DeMorett discussed the impact of the Community Education program in Waseca and how much the contribution from the city does to support their recreation program.

CONSENT AGENDA

6. A. Councilmember Ebertowski made the motion to approve the consent agenda, seconded by Councilmember Conrath. Motion carried 6-0. (Council member Mansfield abstained from the vote).

ACTION AGENDA

7. A. Waseca Well Project (City Project No. 2023-14).
Councilmember Schroeder motioned to accept the bid and award the project as recommended, seconded by Councilmember Arndt. Motion carried 7-0.
- B. It was a collective nod to discuss a city prize for the “Mayor for a Day” essay contest. Councilmember Mansfield motioned to approve supporting the contest, seconded by Councilmember Conrath. Motion carried 7-0.

REPORTS

8. A. City Manager’s Report:
None.
- B. Commission Reports:
 1. Park Board: Councilmember Christiansen reported:
 - 1) Madison Gilmore, the Waterpark Manager, has joined the Park Board.
 - 2) They are looking to revitalize University Field, possibly in 2025.
 - 3) They are working on the Comp Plan 2050 for parks.
 - 4) Park facilities closed at the end of October, which is standard because it is never known when winter will begin, so a set date is best to prepare.
 - 5) Emerald Ash borer tree removal in the public right-of-way continues.
 - 6) Discussion of future Northwest Park projects.
 - 7) Johnson Pavilion at Clear Lake Park is completed.
 - 8) Jolene from the city Parks Department will be retiring after 17 years.
 - 9) Parks is switching over to their winter equipment.
 - 10) Tree maintenance continues.
 2. Planning Commission: Councilmember Arndt reported:
 - 1) Passed the variance that was presented to the council.
 - 2) Worked on their portion of the Comp Plan 2050.
 - 3) There is still a vacancy on the Planning Commission.

ANNOUNCEMENTS

9. A. Councilmember Arndt:
Happy Thanksgiving and Safe Travels.

- B. Councilmember Mansfield:
Happy Thanksgiving and have a Safe Weekend.
- C. Councilmember Christiansen:
1) Would like to have a work session in 2024 on nuisance properties. There was a collective head nod among the council to do so,
2) The Art Center Gala was a month ago and was a success.
3) The Art Center will be introducing new projects to come.
- Councilmember Ebertowski:
Happy Thanksgiving.
- D. Councilmember Schroeder:
1) Kudos to the Park Board and the Community for the Dog Park.
2) Happy Thanksgiving.
3) Condolences to the families of Sgt. Wolfe.
4) Don't forget to shop local.
- E. Councilmember Conrath:
1) Happy Thanksgiving.
2) The Holiday Train will be in Waseca on December 6th at 5:30.
- F. Mayor Zimmerman:
Happy Thanksgiving, we have a lot to be thankful for.

ADJOURNMENT

10. There being no further business to be brought before the Council, Councilmember Arndt moved to adjourn the meeting at 8:01 p.m., seconded by Conrath. Motion carried 7-0.

RANDY L. ZIMMERMAN
MAYOR

JULIA HALL
CITY CLERK

Micah Fischer

7B

LIST OF EXPENDITURES

November 5, 2023

=====

City Council	0.00
Streets	29,971.73
Parks	11,097.89
Wastewater	12,749.95
Utility Administration	6,631.12
Utility Offices	8,372.08
Electric	15,421.76
Water	4,969.63
Building and Code Compliance	3,007.71
Police	73,947.00
Administration	0.00
Community Aides	348.60
Fire	7,153.11
Paid On Call Fire Department	0.00
PEG	243.39
Election Judges	0.00
Finance	13,956.07
Community Development	2,630.57
Engineering	19,331.30
Recreation	2,508.74
Econ Development	<u>3,466.82</u>

Total Gross Payroll 215,807.47

*Less- Payroll Deductions (74,283.15)

Net Payroll Cost \$ 141,524.32

*These costs are included in Accounts Payable totals below

Accounts Payable

Utility deposit refunds dated:11/28/2023

Includes check #'s159833-159841 638.93

Expenditures dated:

November 17, 2023-November 30, 2023

Includes check #'s 159842-159861

Bank ACH Withdrawals..... 416,214.69

GRAND TOTAL EXPENDITURES \$ 558,377.94

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
General Fund					
11/30/2023	159857	Quadient Finance	Postage	101-15510-0000	889.80
Total 101155100000:					889.80
11/29/2023	112341	ACH Internal Revenue Service	FEDERAL WITHHOLDING TAX Pay Period: 11/26/2023	101-21701-0000	21,663.68 M
Total 101217010000:					21,663.68
11/29/2023	112337	MN Department of Revenue	STATE WITHHOLDING TAX Pay Period: 11/26/2023	101-21702-0000	10,244.50 M
Total 101217020000:					10,244.50
11/29/2023	112341	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 11/26/2023	101-21703-0000	7,661.84 M
11/29/2023	112341	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 11/26/2023	101-21703-0000	8,106.65 M
Total 101217030000:					15,768.49
11/29/2023	112338	Public Employees Retirement Assn (ACH	PERA COORD Emplr 1% Pay Period: 11/26/2023	101-21704-0000	1,329.98 M
11/29/2023	112338	Public Employees Retirement Assn (ACH	PERA COORDINATED Employee Pay Period: 11/26/20	101-21704-0000	8,644.89 M
11/29/2023	112338	Public Employees Retirement Assn (ACH	PERA POLICE Employee Pay Period: 11/26/2023	101-21704-0000	8,957.19 M
11/29/2023	112338	Public Employees Retirement Assn (ACH	PERA COORDINATED Employer Pay Period: 11/26/20	101-21704-0000	8,644.89 M
11/29/2023	112338	Public Employees Retirement Assn (ACH	PERA POLICE Employer Pay Period: 11/26/2023	101-21704-0000	13,435.76 M
Total 101217040000:					41,012.71
11/29/2023	112341	ACH Internal Revenue Service	MEDICARE Pay Period: 11/26/2023	101-21712-0000	2,913.00 M
11/29/2023	112341	ACH Internal Revenue Service	MEDICARE Pay Period: 11/26/2023	101-21712-0000	3,017.02 M
Total 101217120000:					5,930.02
11/29/2023	112342	MSRS- (DEF COMP)	MSRS - ROTH (AFTER TAX) Pay Period: 11/26/2023	101-21713-0000	1,325.00 M
11/29/2023	112342	MSRS- (DEF COMP)	MSRS - DEF COMP Pay Period: 11/26/2023	101-21713-0000	3,049.00 M
Total 101217130000:					4,374.00
11/29/2023	112340	Vantagepoint Transfer Agents 457	ICMA - ROTH (AFTER TAX) Pay Period: 11/26/2023	101-21714-0000	350.00 M
11/29/2023	112340	Vantagepoint Transfer Agents 457	ICMA DEF COMPENSATION Pay Period: 11/26/2023	101-21714-0000	435.00 M
Total 101217140000:					785.00
11/30/2023	112336	Medsurety	DCAP Flex	101-21716-0000	156.25 M
11/29/2023	112343	Medsurety	HSA Contribution Pay Period: 11/26/2023	101-21716-0000	1,872.27 M
Total 101217160000:					2,028.52
11/29/2023	112339	MN Child Support Payment Center	CHILD SUPPORT FLAT AMT Pay Period: 11/26/2023	101-21717-0000	1,005.07 M
Total 101217170000:					1,005.07
11/30/2023	159859	Shred-it USA LLC	Monthly Service	101-41320-3100	23.54
Total 101413203100:					23.54
11/30/2023	159851	IIMC	IIMC Membership	101-41320-3300	210.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101413203300:					210.00
11/30/2023	20230983	Waseca Area Chamber of Commerce	Employee Recognition-Kaplan	101-41320-4930	25.00
11/30/2023	20230983	Waseca Area Chamber of Commerce	Employee Recognition-A. Miller	101-41320-4930	10.00
Total 101413204930:					35.00
11/30/2023	20230959	A. H. Hermel Company	Pop for Vending Machine	101-41320-4945	255.14
Total 101413204945:					255.14
11/30/2023	20230960	Amazon	Calendar	101-41500-2000	18.28
11/30/2023	20230968	Innovative Office Supply	Yearly Calendar	101-41500-2000	49.65
11/30/2023	20230971	Metro Sales Inc.	Toner-Fischer	101-41500-2000	193.50
Total 101415002000:					261.43
11/30/2023	159849	Governmentjobs.com Inc	HR Software Subscription	101-41500-4330	10,305.00
Total 101415004330:					10,305.00
11/30/2023	20230975	Pantheon Computer Systems Inc.	2023 Maintanance Agreement	101-41920-3100	6,680.52
11/30/2023	20230975	Pantheon Computer Systems Inc.	2023 Maintanance Agreement	101-41920-3100	2,494.10
Total 101419203100:					9,174.62
11/30/2023	20230959	A. H. Hermel Company	Janitorial Supplies	101-41940-2170	438.36
11/30/2023	159847	Cintas Corporation	First Aid Cabinet supplies	101-41940-2170	55.27
Total 101419402170:					493.63
11/30/2023	20230964	Cady Business Technologies Inc	Monthly Phone Support Plan	101-41940-3100	262.62
11/30/2023	159845	Cintas Corp	Floor Mats	101-41940-3100	58.79
11/30/2023	159856	Orkin Pest Control	City Hall Pest Control	101-41940-3100	109.99
11/30/2023	20230978	Stoltz Cleaning Services LLC	city hall cleaning	101-41940-3100	380.00
11/30/2023	20230978	Stoltz Cleaning Services LLC	city hall cleaning	101-41940-3100	475.00
Total 101419403100:					1,286.40
11/30/2023	159848	Consolidated Communications	Monthly Billing	101-41940-3200	228.53
11/30/2023	159848	Consolidated Communications	Monthly Billing	101-41940-3200	167.37
11/30/2023	112335	Consolidated Communications	Monthly Billing	101-41940-3200	225.88 M
11/30/2023	112335	Consolidated Communications	Monthly Billing	101-41940-3200	167.37 M
Total 101419403200:					789.15
11/30/2023	112346	Centerpoint Energy	Monthly Billing	101-41940-3800	159.97 M
Total 101419403800:					159.97
11/30/2023	20230968	Innovative Office Supply	Note Cards	101-41950-2000	20.35
Total 101419502000:					20.35
11/30/2023	20230968	Innovative Office Supply	Office Supplies - Police	101-42100-2000	134.79

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
11/30/2023	20230968	Innovative Office Supply	Office supplies PD - refund	101-42100-2000	19.80-
Total 101421002000:					114.99
11/30/2023	159847	Cintas Corporation	First Aid Police	101-42100-2170	57.26
Total 101421002170:					57.26
11/30/2023	20230962	Bendorf, Thomas	uniform Allowance	101-42100-2180	256.63
11/30/2023	20230967	Hartle, Courtney	Uniform Allowance	101-42100-2180	664.73
11/30/2023	20230979	Streicher's	Uniform New Hire	101-42100-2180	67.00
Total 101421002180:					988.36
11/30/2023	159856	Orkin Pest Control	Orkin - Police	101-42100-3000	108.99
Total 101421003000:					108.99
11/30/2023	159845	Cintas Corp	Mats - PD	101-42100-3100	8.99
11/30/2023	159845	Cintas Corp	Mats - PD	101-42100-3100	8.99
11/30/2023	159859	Shred-it USA LLC	Monthly Service	101-42100-3100	23.53
Total 101421003100:					41.51
11/30/2023	159848	Consolidated Communications	Monthly Billing	101-42100-3200	228.53
11/30/2023	159848	Consolidated Communications	Monthly Billing	101-42100-3200	465.91
11/30/2023	159848	Consolidated Communications	Monthly Billing	101-42100-3200	51.24
11/30/2023	112335	Consolidated Communications	Monthly Billing	101-42100-3200	225.88 M
11/30/2023	112335	Consolidated Communications	Monthly Billing	101-42100-3200	465.91 M
11/30/2023	112335	Consolidated Communications	Monthly Billing	101-42100-3200	51.24 M
Total 101421003200:					1,488.71
11/30/2023	112346	Centerpoint Energy	Monthly Billing	101-42100-3800	151.43 M
Total 101421003800:					151.43
11/30/2023	20230968	Innovative Office Supply	Yearly Calendar	101-42200-2000	20.36
Total 101422002000:					20.36
11/30/2023	20230960	Amazon	Batteries for Portable lights	101-42200-2170	85.98
11/30/2023	159847	Cintas Corporation	First Aid Fire	101-42200-2170	43.43
Total 101422002170:					129.41
11/30/2023	20230973	Municipal Emergency Services Inc.	SCBA maintance and Repair	101-42200-2210	309.07
Total 101422002210:					309.07
11/30/2023	159845	Cintas Corp	Mats - FD	101-42200-3100	8.98
11/30/2023	159845	Cintas Corp	Mats - FD	101-42200-3100	8.98
11/30/2023	20230973	Municipal Emergency Services Inc.	Annual SCBA maintance	101-42200-3100	1,850.00
Total 101422003100:					1,867.96

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
11/30/2023	159848	Consolidated Communications	Monthly Billing	101-42200-3200	51.24
11/30/2023	112335	Consolidated Communications	Monthly Billing	101-42200-3200	51.24 M
Total 101422003200:					102.48
11/30/2023	112346	Centerpoint Energy	Monthly Billing	101-42200-3800	151.43 M
11/30/2023	159848	Consolidated Communications	Monthly Billing	101-42200-3800	54.75
11/30/2023	112335	Consolidated Communications	Monthly Billing	101-42200-3800	54.75 M
Total 101422003800:					260.93
11/30/2023	20230965	City Building Inspection Services LLC	building inpections	101-42400-3000	16,913.31
Total 101424003000:					16,913.31
11/30/2023	20230969	Lenz Lawn Care & Landscaping Inc.	Mow/Trim outlet A	101-42400-3100	28.00
Total 101424003100:					28.00
11/30/2023	20230968	Innovative Office Supply	Yearly Calendar	101-43000-2000	28.19
Total 101430002000:					28.19
11/30/2023	112345	Verizon Wireless	Monthly Verizon Data Bill	101-43000-3200	80.02 M
Total 101430003200:					80.02
11/30/2023	20230966	H & J Fuel Inc	fuel	101-43100-2120	1,074.98
Total 101431002120:					1,074.98
11/30/2023	20230963	Bomgaars Supply	Parts & Supplies	101-43100-2170	30.35
11/30/2023	159847	Cintas Corporation	First Aid Cabinet supplies - parks	101-43100-2170	30.40
Total 101431002170:					60.75
11/30/2023	159846	Cintas Corporation	Uniform Service	101-43100-2180	115.28
11/30/2023	159846	Cintas Corporation	Uniform Service	101-43100-2180	86.52
Total 101431002180:					201.80
11/30/2023	159848	Consolidated Communications	Monthly Billing	101-43100-3200	47.75
11/30/2023	112335	Consolidated Communications	Monthly Billing	101-43100-3200	47.75 M
Total 101431003200:					95.50
11/30/2023	112346	Centerpoint Energy	Monthly Billing	101-43100-3800	222.56 M
Total 101431003800:					222.56
11/30/2023	20230982	Warning Lites of Minnesota Inc	work zone	101-43170-3100	850.00
Total 101431703100:					850.00
11/30/2023	20230963	Bomgaars Supply	Parts & Supplies	101-45130-2210	132.88

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101451302210:					132.88
11/30/2023	159848	Consolidated Communications	Monthly Billing	101-45130-3200	254.64
11/30/2023	112335	Consolidated Communications	Monthly Billing	101-45130-3200	254.64 M
Total 101451303200:					509.28
11/30/2023	112346	Centerpoint Energy	Monthly Billing	101-45130-3800	177.19 M
Total 101451303800:					177.19
11/30/2023	20230966	H & J Fuel Inc	fuel	101-45200-2120	1,074.97
Total 101452002120:					1,074.97
11/30/2023	159843	Auto Value Waseca	Parts	101-45200-2170	60.94
11/30/2023	20230963	Bomgaars Supply	Parts & Supplies	101-45200-2170	119.96
Total 101452002170:					180.90
11/30/2023	159853	McClune's Tree Service	Tree Removal	101-45200-3100	1,625.00
Total 101452003100:					1,625.00
11/30/2023	159848	Consolidated Communications	Monthly Billing	101-45200-3200	47.75
11/30/2023	112335	Consolidated Communications	Monthly Billing	101-45200-3200	47.75 M
Total 101452003200:					95.50
11/30/2023	112346	Centerpoint Energy	Monthly Billing	101-45200-3800	92.30 M
11/30/2023	112346	Centerpoint Energy	Monthly Billing	101-45200-3800	18.67 M
Total 101452003800:					110.97
11/30/2023	20230959	A. H. Hermel Company	Paper Towels	101-45500-2170	113.82
Total 101455002170:					113.82
11/30/2023	159856	Orkin Pest Control	Library-Pest control	101-45500-3100	91.99
11/30/2023	20230978	Stoltz Cleaning Services LLC	Library Cleaning	101-45500-3100	200.00
11/30/2023	20230978	Stoltz Cleaning Services LLC	Library Cleaning	101-45500-3100	250.00
Total 101455003100:					541.99
11/30/2023	112346	Centerpoint Energy	Monthly Billing	101-45500-3800	268.38 M
11/30/2023	159848	Consolidated Communications	Monthly Billing	101-45500-3800	68.56
11/30/2023	112335	Consolidated Communications	Monthly Billing	101-45500-3800	67.76 M
Total 101455003800:					404.70
Total General Fund:					156,879.79
Airport					
11/30/2023	112344	CenturyLink	Airport Phone and Internet	230-49810-3200	113.70 M
11/30/2023	159848	Consolidated Communications	Monthly Billing	230-49810-3200	53.33

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
11/30/2023	159848	Consolidated Communications	Monthly Billing	230-49810-3200	471.56
11/30/2023	112335	Consolidated Communications	Monthly Billing	230-49810-3200	52.70 M
11/30/2023	112335	Consolidated Communications	Monthly Billing	230-49810-3200	471.56 M
Total 230498103200:					1,162.85
11/30/2023	112346	Centerpoint Energy	Monthly Billing	230-49810-3800	28.08 M
11/30/2023	112347	Xcel Energy	Airport Electric	230-49810-3800	121.99 M
11/30/2023	112348	Xcel Energy	Airport Electric	230-49810-3800	230.94 M
Total 230498103800:					381.01
Total Airport:					1,543.86
Firefighter's Relief					
11/30/2023	159861	Waseca Fire Relief Association	Contribution to Pension	280-49070-1240	86,888.71
Total 280490701240:					86,888.71
Total Firefighter's Relief:					86,888.71
Capital Improvement					
11/30/2023	159853	McClune's Tree Service	EAB Ash Tree Removal Project #2	430-43010-5320	10,450.00
Total 430430105320:					10,450.00
11/30/2023	20230970	Met-Con Construction Inc	CLear Lake Park Project	430-43010-5435	44,872.77
Total 430430105435:					44,872.77
Total Capital Improvement:					55,322.77
Gaiter Lake Land Development					
11/30/2023	20230977	Stantec Consulting Services Inc	GLLD wetland delineation	437-46340-3000	247.25
Total 437463403000:					247.25
Total Gaiter Lake Land Development:					247.25
Water					
11/30/2023	112334	MN Sales and Use Tax Payable	October Sales Tax payable	601-20210-0000	1,296.54 M
Total 601202100000:					1,296.54
11/30/2023	159850	Hawkins Inc	Demurrage	601-49401-2170	160.00
Total 601494012170:					160.00
11/30/2023	20230981	USA Blue Book	Chemical fitting for wells	601-49401-2210	152.57
11/30/2023	20230981	USA Blue Book	Chemical fittings for wells	601-49401-2210	65.90
11/30/2023	20230981	USA Blue Book	Chemical Fittings	601-49401-2210	98.85
Total 601494012210:					317.32
11/30/2023	20230963	Bomgaars Supply	Parts & Supplies	601-49401-2230	38.61

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 601494012230:					38.61
11/30/2023	112346	Centerpoint Energy	Monthly Billing	601-49401-3800	29.88 M
Total 601494013800:					29.88
11/29/2023	112341	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 11/26/2023	601-49430-0000	444.81 M
11/29/2023	112341	ACH Internal Revenue Service	MEDICARE Pay Period: 11/26/2023	601-49430-0000	104.02 M
Total 601494300000:					548.83
11/30/2023	20230968	Innovative Office Supply	Yearly Calendar	601-49430-2170	57.41
Total 601494302170:					57.41
11/30/2023	20230963	Bomgaars Supply	Parts & Supplies	601-49430-2180	46.73
Total 601494302180:					46.73
11/30/2023	20230960	Amazon	Excel Book	601-49585-2000	11.16
11/30/2023	20230968	Innovative Office Supply	Yearly Calendar	601-49585-2000	20.30
Total 601495852000:					31.46
11/30/2023	159848	Consolidated Communications	Monthly Billing	601-49585-3200	60.94
11/30/2023	112335	Consolidated Communications	Monthly Billing	601-49585-3200	60.24 M
11/30/2023	159860	U.S. Postal Service	Postage - December utility bills	601-49585-3200	543.90
Total 601495853200:					665.08
11/30/2023	159858	Robinson Appraisal & Associates Inc	Property Assessment	601-49586-3000	1,500.00
11/30/2023	20230977	Stantec Consulting Services Inc	Water and Sewer Rate Study	601-49586-3000	6,177.50
Total 601495863000:					7,677.50
11/30/2023	20230975	Pantheon Computer Systems Inc.	2023 Maintanance Agreement	601-49586-4950	954.36
11/30/2023	20230975	Pantheon Computer Systems Inc.	2023 Maintanance Agreement	601-49586-4950	356.30
Total 601495864950:					1,310.66
Total Water:					12,180.02
Sanitary Sewer					
11/30/2023	159848	Consolidated Communications	Monthly Billing	602-49470-3200	786.62
11/30/2023	112335	Consolidated Communications	Monthly Billing	602-49470-3200	786.62 M
Total 602494703200:					1,573.24
11/30/2023	112346	Centerpoint Energy	Monthly Billing	602-49470-3800	22.40 M
11/30/2023	112346	Centerpoint Energy	Monthly Billing	602-49470-3800	152.79 M
Total 602494703800:					175.19
11/30/2023	20230963	Bomgaars Supply	Parts & Supplies	602-49470-4020	129.96

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 602494704020:					129.96
11/30/2023	20230963	Bomgaars Supply	Parts & Supplies	602-49480-2170	15.97
11/30/2023	159850	Hawkins Inc	Chlorine & Sulfur	602-49480-2170	20.00
11/30/2023	159850	Hawkins Inc	Demurrage	602-49480-2170	10.00
Total 602494802170:					45.97
11/30/2023	20230985	Ziegler Inc	Generator Service	602-49480-2210	4,930.97
Total 602494802210:					4,930.97
11/30/2023	20230977	Stantec Consulting Services Inc	WWTP PHA/RMP audit	602-49480-3000	5,383.79
Total 602494803000:					5,383.79
11/30/2023	159845	Cintas Corp	Floor Mats	602-49480-3100	9.60
11/30/2023	159847	Cintas Corporation	First Aid Cabinet supplies	602-49480-3100	29.83
11/30/2023	20230974	North Shore Analytical Inc.	Mercury Permit Testing	602-49480-3100	285.00
Total 602494803100:					324.43
11/30/2023	159848	Consolidated Communications	Monthly Billing	602-49480-3200	636.09
11/30/2023	112335	Consolidated Communications	Monthly Billing	602-49480-3200	636.09 M
Total 602494803200:					1,272.18
11/30/2023	112346	Centerpoint Energy	Monthly Billing	602-49480-3800	645.85 M
Total 602494803800:					645.85
11/30/2023	20230961	APG Media of So MN LLC	Waseca County News Subscription 2023/2024	602-49480-4330	86.35
Total 602494804330:					86.35
11/30/2023	20230960	Amazon	Excel Book	602-49585-2000	11.16
11/30/2023	20230968	Innovative Office Supply	Yearly Calendar	602-49585-2000	20.30
Total 602495852000:					31.46
11/30/2023	159848	Consolidated Communications	Monthly Billing	602-49585-3200	60.94
11/30/2023	112335	Consolidated Communications	Monthly Billing	602-49585-3200	60.24 M
11/30/2023	159860	U.S. Postal Service	Postage - December utility bills	602-49585-3200	543.90
Total 602495853200:					665.08
11/30/2023	20230977	Stantec Consulting Services Inc	Water and Sewer Rate Study	602-49586-3000	6,177.50
Total 602495863000:					6,177.50
11/30/2023	20230975	Pantheon Computer Systems Inc.	2023 Maintanance Agreement	602-49586-4950	954.36
11/30/2023	20230975	Pantheon Computer Systems Inc.	2023 Maintanance Agreement	602-49586-4950	356.30
Total 602495864950:					1,310.66

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total Sanitary Sewer:					22,752.63
Electric Utility					
11/30/2023	112334	MN Sales and Use Tax Payable	October Sales Tax payable	604-20210-0000	35,001.46 M
Total 604202100000:					35,001.46
11/30/2023	20230963	Bomgaars Supply	Parts & Supplies	604-49571-2170	60.06
Total 604495712170:					60.06
11/30/2023	159855	MN Valley Action Council	Energy Audit Reimbursement	604-49571-2340	999.35
11/30/2023	159855	MN Valley Action Council	Energy Audit Reimbursement	604-49571-2340	1,261.55
Total 604495712340:					2,260.90
11/30/2023	20230978	Stoltz Cleaning Services LLC	Electric room cleaning	604-49571-3100	20.00
11/30/2023	20230978	Stoltz Cleaning Services LLC	Electric room cleaning	604-49571-3100	20.00
11/30/2023	20230980	Test-Right LLC	Safety Testing Gloves	604-49571-3100	265.00
Total 604495713100:					305.00
11/30/2023	20230960	Amazon	Excel Book	604-49585-2000	11.16
11/30/2023	20230968	Innovative Office Supply	Yearly Calendar	604-49585-2000	20.30
Total 604495852000:					31.46
11/30/2023	159848	Consolidated Communications	Monthly Billing	604-49585-3200	60.94
11/30/2023	159848	Consolidated Communications	Monthly Billing	604-49585-3200	59.75
11/30/2023	112335	Consolidated Communications	Monthly Billing	604-49585-3200	60.24 M
11/30/2023	112335	Consolidated Communications	Monthly Billing	604-49585-3200	59.75 M
11/30/2023	159860	U.S. Postal Service	Postage - December utility bills	604-49585-3200	543.89
Total 604495853200:					784.57
11/30/2023	159859	Shred-it USA LLC	Monthly Service	604-49586-3100	23.54
Total 604495863100:					23.54
11/30/2023	20230975	Pantheon Computer Systems Inc.	2023 Maintanance Agreement	604-49586-4950	954.36
11/30/2023	20230975	Pantheon Computer Systems Inc.	2023 Maintanance Agreement	604-49586-4950	356.30
Total 604495864950:					1,310.66
11/30/2023	159844	Cannon Technologies Inc/Eaton	Load Control Field Programming Tool	604-49593-5300	6,543.86
11/30/2023	20230969	Lenz Lawn Care & Landscaping Inc.	lawn restoration	604-49593-5300	9,321.40
Total 604495935300:					15,865.26
Total Electric Utility:					55,642.91
Central Garage Services					
11/30/2023	159842	Ancom Communications Inc	radio for new truck	701-43180-2210	1,323.50
11/30/2023	159843	Auto Value Waseca	Parts	701-43180-2210	569.26
11/30/2023	159852	L & D Ag Service Inc.	tank for brine setup	701-43180-2210	1,672.60
11/30/2023	159854	Mills Automotive Group	squad coil packs	701-43180-2210	198.93

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
11/30/2023	20230984	Zarnoth Brush Works Inc.	sweeper brooms	701-43180-2210	1,272.00
Total 701431802210:					5,036.29
11/30/2023	159843	Auto Value Waseca	Parts	701-43180-2400	28.06
Total 701431802400:					28.06
Total Central Garage Services:					5,064.35
Equipment Replacement Fund					
11/30/2023	159842	Ancom Communications Inc	Program Radio New 522	705-49930-5400	200.00
Total 705499305400:					200.00
11/30/2023	20230976	Sanco Equipment LLC	Skid Loader Broom	705-49950-5400	1,566.04
Total 705499505400:					1,566.04
11/30/2023	20230972	MTI Distributing Inc.	Parks - Aeravator and Overseeder for Tractor	705-49970-5400	17,926.36
Total 705499705400:					17,926.36
Total Equipment Replacement Fund:					19,692.40
Grand Totals:					416,214.69

Report Criteria:

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

Title:	Approve Residential Tax Abatement for 1117 11 th Avenue SE (PID 175350550)		
Meeting Date:	December 5, 2023	Agenda Item Number:	7C
Action:	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	<ul style="list-style-type: none"> Residential Tax Abatement Agreement Resolution 23-59
Originating Department:	Economic Development	Presented By:	Consent Agenda
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Approve Resolution 23-59, granting residential tax abatement for 1117 11 th Avenue SE and approval for signature to Residential Tax Abatement Agreement		
How does this item pertain to Vision 2030 goals?	Leveraging Economic Development Opportunities		

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

BUDGET IMPACT: The residential tax abatement requested is 75% of the portion of the City’s share of ad valorem property taxes for a period of SIX years 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. City Council has already deemed this lot as eligible and approved for the Residential Tax Abatement program by Resolution 19-08

RECOMMENDATION: Staff recommends approval of Resolution 23-59 and the Residential Tax Abatement Agreement for 1117 11th Avenue SE.

(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

LUCAS CASSIDY and CHELSEY CASSIDY
A married couple

TABLE OF CONTENTS

		Page
ARTICLE I	DEFINITIONS	2
Section 1.1	Definitions	2
ARTICLE II	REPRESENTATIONS AND WARRANTIES	3
Section 2.1	Representations and Warranties of the City	3
Section 2.2	Representations and Warranties of the Developer	3
ARTICLE III	UNDERTAKINGS BY DEVELOPER AND CITY	4
Section 3.1	Construction of Project and Reimbursement of Cost	4
Section 3.2	Limitations on Undertaking of the City	4
Section 3.3	Commencement and Completion of Construction	5
Section 3.4	Damage and Destruction	5
Section 3.5	No Change in Use of Project	5
Section 3.6	Prohibition Against Transfer of Project and Assignment of Agreement	5
Section 3.7	Real Property Taxes	5
Section 3.8	City Tax Abatements	6
ARTICLE IV	EVENTS OF DEFAULT	6
Section 4.1	Events of Default Defined	6
Section 4.2	Remedies on Default	7
Section 4.3	No Remedy Exclusive	8
Section 4.4	No Implied Waiver	8
Section 4.5	Agreement to Pay Attorneys' Fees and Expenses	8
Section 4.6	Release and Indemnification Covenants	8
ARTICLE V	ADDITIONAL PROVISIONS	9
Section 5.1	Conflicts of Interest/No Personal Liability	9
Section 5.2	Non-Discrimination	9
Section 5.3	No Merger	9
Section 5.4	Cleanup	9
Section 5.5	Responsibilities for Costs	10
Section 5.6	Notices and Demands	10
Section 5.7	Counterparts	10
Section 5.8	Duration	10
Section 5.9	Provisions Surviving Rescission or Expiration	10
Section 5.10	Records—Availability and Retention	10
Section 5.11	Data Practices	11
Section 5.12	Rules of Interpretation	11

RESIDENTIAL TAX ABATEMENT AGREEMENT

THIS AGREEMENT, made as of the ____ day of December, 2023, by and among the City of Waseca, Minnesota, a Minnesota municipal corporation (the “City”) and LUCAS CASSIDY and CHELSEY CASSIDY, 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 1117 11th Avenue SE in the City (Parcel No. 175350550) (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 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 Lucas Cassidy and Chelsey Cassidy, a married couple, and their heirs, successors and assigns;

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

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

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

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

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

State means the State of Minnesota;

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

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

Tax Abatements means the City's reimbursement to the Developer of the City's share of ad valorem property taxes on the Property derived from the value of the residential development of the Property and paid by the Developer for a period not to exceed Six (6) years, specifically with respect to the payable 2025 through 2030 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 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 \$3,409.81 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 1, 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 1, 2031 (adjust as necessary if different term selected) 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:

Lucas Cassidy and Chelsey Cassidy
1117 11th Avenue SE
Waseca, MN 56093

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

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

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

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

Section 5.8 Duration. This Agreement shall remain in effect through February 1, 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.

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Exhibit A
Legal Description of Property

Parcel # 175350550

Lot 8, Block 7
Pondview of Waseca

RESOLUTION NO. 23-59

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

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

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

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

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

WHEREAS, the City proposes to use tax abatement for the purposes provided for in the Abatement Law and the Abatement Policy (and hereinafter defined). The proposed term of the abatements for each eligible property that satisfies the conditions for abatement established herein (“the qualifying parcels”) will be for a term not to exceed Six (6) 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 Lucas Cassidy and Chelsey Cassidy, a married couple (1117 11th Avenue SE) Parcel ID #175350550.

Adopted this ____ day of December 2023.

RANDY L ZIMMERMAN
MAYOR

ATTEST:

JULIA HALL
CITY CLERK

Title:	Approve Residential Tax Abatement for 521 14 th Street NW (PID 177100140)		
Meeting Date:	December 5, 2023	Agenda Item Number:	7D
Action:	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	<ul style="list-style-type: none"> Residential Tax Abatement Agreement Resolution 23-63
Originating Department:	Economic Development	Presented By:	Consent Agenda
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Approve Resolution 23-63, granting residential tax abatement for 521 14 th Street NW and approval for signature to Residential Tax Abatement Agreement		
How does this item pertain to Vision 2030 goals?	Leveraging Economic Development Opportunities		

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

BUDGET IMPACT: The residential tax abatement requested is 100% of the portion of the City’s share of ad valorem property taxes for a period of THREE years, on the qualifying parcel derived from the value of the residential structure for which the City issues a building permit and paid by the property owner. The total abatement amount for any single qualifying parcel is not to exceed \$20,458.85, for a maximum total abatement of City-imposed property taxes not to exceed \$6,819.61. The abatements will apply to the City’s share of ad valorem property taxes on the qualifying parcels derived from the value of the residential structure for which the City issues a building permit and paid by the record owners of such qualifying parcels.

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

RECOMMENDATION: Staff recommends approval of Resolution 23-63 and the Residential Tax Abatement Agreement for 521 14th Street NW.

(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

CHARLES ANDERSON and DAWN ANDERSON
A married couple

TABLE OF CONTENTS

		Page
ARTICLE I	DEFINITIONS	2
Section 1.1	Definitions	2
ARTICLE II	REPRESENTATIONS AND WARRANTIES	3
Section 2.1	Representations and Warranties of the City	3
Section 2.2	Representations and Warranties of the Developer	3
ARTICLE III	UNDERTAKINGS BY DEVELOPER AND CITY	4
Section 3.1	Construction of Project and Reimbursement of Cost	4
Section 3.2	Limitations on Undertaking of the City	4
Section 3.3	Commencement and Completion of Construction	5
Section 3.4	Damage and Destruction	5
Section 3.5	No Change in Use of Project	5
Section 3.6	Prohibition Against Transfer of Project and Assignment of Agreement	5
Section 3.7	Real Property Taxes	5
Section 3.8	City Tax Abatements	6
ARTICLE IV	EVENTS OF DEFAULT	6
Section 4.1	Events of Default Defined	6
Section 4.2	Remedies on Default	7
Section 4.3	No Remedy Exclusive	8
Section 4.4	No Implied Waiver	8
Section 4.5	Agreement to Pay Attorneys’ Fees and Expenses	8
Section 4.6	Release and Indemnification Covenants	8
ARTICLE V	ADDITIONAL PROVISIONS	9
Section 5.1	Conflicts of Interest/No Personal Liability	9
Section 5.2	Non-Discrimination	9
Section 5.3	No Merger	9
Section 5.4	Cleanup	9
Section 5.5	Responsibilities for Costs	10
Section 5.6	Notices and Demands	10
Section 5.7	Counterparts	10
Section 5.8	Duration	10
Section 5.9	Provisions Surviving Rescission or Expiration	10
Section 5.10	Records—Availability and Retention	10
Section 5.11	Data Practices	11
Section 5.12	Rules of Interpretation	11

RESIDENTIAL TAX ABATEMENT AGREEMENT

THIS AGREEMENT, made as of the ____ day of December, 2023, by and among the City of Waseca, Minnesota, a Minnesota municipal corporation (the “City”) and CHARLES ANDERSON and DAWN ANDERSON, 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 521 14th Street NW in the City (Parcel No. 177100140) (the “Property”), and the City has determined that the Property has qualified for tax abatement pursuant to the City’s Residential Tax Abatement Policy; and

WHEREAS, the City has approved abatement of the increased portion of the City’s share of ad valorem property taxes on the Property derived from the value of the residential development of the Property for a period not to exceed Three (3) years, specifically with respect to the payable 2025 through 2027 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 CHARLES ANDERSON and DAWN ANDERSON, a married couple, and their heirs, successors and assigns;

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

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

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

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

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

State means the State of Minnesota;

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

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

Tax Abatements means the City's reimbursement to the Developer of the City's share of ad valorem property taxes on the Property derived from the value of the residential development of the Property and paid by the Developer for a period not to exceed Three (3) years, specifically with respect to the payable 2025 through 2027 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 THREE 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 2027, in the lesser amount annually of \$6,819.61 or 100 percent of the City's share of ad valorem property taxes on the Property derived from the value of the residential development of the Property for that year.

(3) On or before January 1 and July 1 each year commencing July 1, 2025 and including January 1, 2028 (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 1, 2028 (adjust as necessary if different term selected) 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:

Charles Anderson and Dawn Anderson
521 14th Street 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, 2028 (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.

CHARLES ANDERSON

DAWN ANDERSON

STATE OF MINNESOTA)
) ss.
COUNTY OF _WASECA)

The foregoing instrument was acknowledged before me this ____ day of December 2023, by CHARLES ANDERSON and DAWN ANDERSON, A married couple, Developer.

Notary Public

CITY OF WASECA, MINNESOTA

By _____
Its Mayor

By _____
Its City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF WASECA)

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

Notary

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 # 177100140

Lot 1 Block 2
Woodville Meadows

RESOLUTION NO. 23-63

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

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

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

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

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

WHEREAS, the City proposes to use tax abatement for the purposes provided for in the Abatement Law and the Abatement Policy (and hereinafter defined). The proposed term of the abatements for each eligible property that satisfies the conditions for abatement established herein (“the qualifying parcels”) will be for a term not to exceed Three (3) years, with the City abating 100% percent of the portion of the City’s share of ad valorem property taxes on the qualifying parcel derived from the value of the residential structure for which the City issues a building permit and paid by the property owner. The total abatement amount for any single qualifying parcel is not to exceed \$20,458.85, for a maximum total abatement of City-imposed property taxes not to exceed \$6,819.61 annually. 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 Charles Anderson and Dawn Anderson, a married couple. (521 14th Street NW) Parcel ID #177100140.

Adopted this ____ day of December 2023.

RANDY L ZIMMERMAN
MAYOR

ATTEST:

JULIA HALL
CITY CLERK

Title:	APPOINT AIRPORT BOARD MEMBERS KAITLYN HOEHN AND BEN PRIEBE TO A 2 ND TERM		
Meeting Date:	December 5, 2023	Agenda Item Number:	7E
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:	<ul style="list-style-type: none"> • Kaitlyn Hoehn Application • Ben Priebe Application
Originating Department:	Engineering	Presented By:	Consent Agenda
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to appoint Airport Board members Kaitlyn Hoehn and Ben Priebe to a 2 nd term.		
How does this item pertain to Vision 2030 goals?	Good governance.		

BACKGROUND: The current terms for Airport Board members Greg Kaelberer (end of 2nd term), Kaitlyn Hoehn (end of 1st term), and Ben Priebe (end of 1st term) will expire on January 31, 2024. Kaitlyn and Ben have submitted the attached applications indicating that they both wish to serve a 2nd three-year term (a member may serve up to four consecutive terms). Greg has indicated that he does not wish to renew his Board membership.

At their November 28th meeting, the Airport Board recommended by a vote of 3 to 0 (Kaitlyn and Ben abstained) to approve both applications for a 2nd term. If appointed by City Council, Kaitlyn and Ben can continue to serve on the Airport Board until their 2nd terms expire on January 31, 2027.

BUDGET IMPACT: None.

RECOMMENDATION: Staff recommends the Waseca City Council appoint Airport Board members Kaitlyn Hoehn and Ben Priebe to a 2nd term.

CITY OF WASECA

Board/Commission/Authority Application Form

Date 11-27-23

Name Benjamin J. Priebe

Address 724 4th St NE Waseca MN 56093

Telephone Number: (Home) [REDACTED] (Work) [REDACTED] email: [REDACTED]

Occupation: Airline Pilot

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

- Airport Board
- Economic Development Authority
- Park Board
- Planning Commission
- Heritage Preservation Commission

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

As an avid airport enthusiast, I have grown up around the Waseca Municipal Airport. I have a strong desire to see the airport grow and continue to be a part of the process.

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

Yes, 2020-2023

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

Yes!

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

3 years airport board experience, 2 years of working at Stensrud Aviation. Waseca High school Graduate, Airport Tenant / Airplane owner Flight Instructor at ACA. Airline Pilot for Sun Country Airlines.

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

Title:	APPROVE 2024 AIRPORT HANGAR LEASE AGREEMENTS		
Meeting Date:	December 5, 2023	Agenda Item Number:	7F
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:	<ul style="list-style-type: none"> ▪ Non-Commercial Box Hangar Lease Agreement ▪ Non-Commercial T-Hangar Lease Agreement ▪ Commercial T-Hangar Lease Agreement
Originating Department:	Engineering	Presented By:	Consent Agenda
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to approve the airport hangar lease agreements for 2024.		
How does this item pertain to Vision 2030 goals?	Good governance.		

BACKGROUND: The terms of the current airport hangar leases will expire on December 31, 2023. Therefore, City staff prepared commercial T-hangar and non-commercial box and T-hangar lease agreements. These lease agreements were discussed at various Airport Board meetings, and at their meeting on October 31st, the Board recommended by a vote of 4 to 0 to approve the attached non-commercial box and T-hangar lease agreements. At their November 28th meeting, the Board recommended by a vote of 3 to 2 to approve the attached commercial T-hangar lease agreement with Skydive Northstar.

Below is a summary of the major lease agreement changes and terms:

- All leases now have a term of 1 year (changed from the previous term of 2 years to avoid costs associated with new mandated State audit requirements).
- All leases now require a key deposit of \$50/key.
- Box hangar lease rate will remain the same as in 2023 at \$450/month.
- Non-commercial T-hangar lease rate was increased from \$125/month to \$130/month.
- Commercial T-hangar lease rate was increased from \$145/month to \$150/month.

Additional changes and terms specific to the commercial T-hangar lease include the following:

- Rent charge for the use of a mobile office was increased to \$50/month.
- Definition and use of the mobile office is better defined with overnight accommodation not permitted.
- Requiring proof of a commercial operator’s license.
- Requiring the targeting of only the designated skydiver landing zone.

BUDGET IMPACT: If approved, the airport would receive at least \$35,160/year in lease revenue from the 20 existing airport hangar spaces.

RECOMMENDATION: Staff recommends the Waseca City Council approve the 2024 airport hangar lease agreements.

**NON-COMMERCIAL AIRCRAFT
BOX HANGAR LEASE AGREEMENT**

THIS LEASE AGREEMENT is entered into this 1st day of January 2024, between the City of Waseca, a municipal corporation, hereinafter referred to as Lessor, and _____ hereinafter referred to as Lessee, for the lease of the Box Hangar located at the Waseca Municipal Airport in Waseca County, Minnesota.

1. **HANGAR.** The lease space is the approximately 61 foot by 62 foot City-owned Box Hangar located 100 feet south of the Arrival/Departure Building.
2. **TERM.** This lease shall commence on the date hereof and shall terminate on December 31, 2024. The Lessee may, with written approval of the Lessor, immediately terminate this lease if a new lease agreement for any other available Waseca Airport hangar space has been signed by the Lessee.
3. **RENT.** The Lessee shall pay the Lessor, as and for rent, the sum of Four Hundred Fifty Dollars (\$450.00) per month, due and payable on the first day of each month. A \$30.00 credit will be applied if rent is paid in full for the entire year by February 1st. Invoices will be sent monthly by the first of the month in the month preceding the rent due date. Late rent payments will be charged a \$25.00 per month penalty. The Lessee shall be responsible for all hangar utility costs.
4. **KEY DEPOSIT.** The Lessee shall pay the Lessor, in the form of a deposit, the sum of \$50.00 for each key necessary to access the leased premises. The deposit is forfeited to the Lessor at the rate of \$50.00/key if the Lessee loses a key or does not return all keys upon termination of the lease. If lost, each replacement key given by the Lessor to the Lessee will require a new \$50.00 deposit. The Lessee agrees to make no copies of their keys and to return all keys upon termination of their lease. The deposits will be refunded to the Lessee at the rate of \$50.00/key within sixty (60) days of the return of the keys to the Lessor.
5. **USE OF THE LEASED T-HANGAR SPACE.**
 - A. The above-described hangar is leased to the Lessee for the purpose of aircraft storage and related aeronautical uses. Other items incidental to the use of an aircraft may be stored therein but these items shall not consist of more than 25% of the floor area. If the storage of these items exceeds 25% of the floor area, that shall be considered a violation of the terms of this lease and considered basis for terminating the lease. One vehicle used for tugging or moving aircraft may also be stored in the hangar. Vehicles used to travel to the airport may be stored in the hangar only while the aircraft is in use.
 - B. No explosive, flammable, or hazardous materials shall be stored or used in the leased hangar, other than fuel within the aircraft's fuel tank. However, materials that may reasonably be considered incidental to maintenance of the aircraft may be kept in the hangar in such amounts as are reasonable for said purposes. Storage and use of such materials, including containers, shall at all times comply with all federal, state, and local laws, ordinances, and regulations. Improper handling or disposal of hazardous materials shall be grounds for termination of this lease.
 - C. The Lessee may service and maintain the Lessee's aircraft in the hangar, but may not service aircraft owned by others, nor hire outside mechanics to service the Lessee's aircraft in the leased premises.
 - D. The Lessee shall keep the leased premises neat, clean, and orderly. No property whatsoever, including advertising signs or materials, are permitted to be stored outside of, or placed on, the hangar or leased space without prior written approval of the City's Director of Engineering.

- E. It is the intention that the hangar leased pursuant to this agreement shall not be used for commercial purposes. The Lessor must specifically, and individually, approve any commercial use of the space. Storage of an airplane owned by, or used in, a business, where such use is incidental to the business, shall not be deemed commercial use of the hangar. It is the intent of the City that, under this lease, these hangars shall not be used for operations in which maintenance, servicing, or use of the airplanes is a primary function of the business of the Lessee which is carried out in the leased space. The Lessee acknowledges that they have read this lease and if the Lessee has any questions about their proposed use of the leased space, the Lessee should discuss them prior to the execution of this lease agreement.
- F. The Lessee shall provide up to date proof of insurance for the full insurable value of their aircraft and related personal property to the Lessor during the term of the lease. The Lessee must also provide proof of liability insurance with a minimum of \$300,000 per occurrence/\$1,000,000 aggregate limits and specifically add the City of Waseca as an additional insured on the insurance policy.
- G. All permanent and unattended electrical equipment shall be plugged directly into permanent outlets without extension cords. No extension cords shall be left in use unattended without prior approval of the Lessor, with the exception of aircraft engine heaters. All permanent electrical equipment shall be located at least 18 inches above the floor unless the equipment is designed and rated for explosion hazard environments. No open flames or devices with open flames shall be allowed in the hangars.
- H. The Lessee shall register their aircraft, whenever applicable, as based at the Waseca Municipal Airport, shall comply with all applicable FAA and MnDOT requirements, and shall allow inspection of the hangar at any time by City, FAA, or MnDOT staff, the City's insurance carrier, the Fire Department, the Director of Engineering, or the City Building Official, and shall comply with their requirements.
6. **SUBLETTING.** The Lessee shall be permitted to sublet the leased space to up to two (2) Sublessees only with prior approval of the City's Director of Engineering. Sublessees shall sign this agreement and be subject to all terms of this lease.
7. **SNOW REMOVAL.** The Lessor and/or Airport FBO shall provide snow removal services to the area of the leased hangar and taxiways and as close to the leased hangar entrance as possible, but it shall be the Lessee's primary responsibility to remove ice and snow immediately in front of the leased premises.
8. **VIOLATION OF COVENANTS.** Violation of any of the terms of this lease, including failure to use the hangar for aircraft storage or being behind in rent payments by three (3) months or more, shall be grounds for termination of this lease and eviction upon thirty (30) days written notice, provided, however, that temporary vacancy after the Lessee's aircraft has been sold and pending the purchase of another shall not be construed as failure to use the premises as an aircraft hangar unless such vacancy continues for more than 180 days.
9. **INDEMNITY CLAUSE.** The Lessor shall not in any manner be responsible for the safety or the safe keeping, or the damage to any contents in, upon, or about the leased premises, or injury to persons or property in, upon, or about the said leased premises, and the Lessee agrees to hold the Lessor harmless from any loss from any claim or demand of any nature whatsoever which may be made by, or on behalf of, any person or persons for any claimed wrongful act or omission arising out the use of the premises by the Lessee or the Lessee's agents, employees, or guests and from all loss or damages

**NON-COMMERCIAL AIRCRAFT
BOX HANGAR LEASE AGREEMENT**

by reason of such acts or omissions and shall additionally pay to the Lessor all costs and attorney's fees which may be incurred by the Lessor from defending itself against any such claims.

10. NOTICES. Notices or communications between the parties will be sent to the following addresses:

LESSOR
Attn: Director of Engineering
Waseca City Hall
508 South State Street
Waseca, MN 56093

LESSEE

11. ADDITIONAL TERMS.

LESSEE

LESSOR (CITY OF WASECA)

By: _____

By: _____

Carl Sonnenberg, City Manager

Primary Phone

By: _____

Nathan Willey, Director of Engineering

Primary Email

Sublessee #1

Sublessee #2

Address

Address

Phone

Phone

Email

Email

**NON-COMMERCIAL AIRCRAFT
T-HANGAR LEASE AGREEMENT**

THIS LEASE AGREEMENT is entered into this 1st day of January 2024, between the City of Waseca, a municipal corporation, hereinafter referred to as Lessor, and _____, hereinafter referred to as Lessee, for the lease of T-Hangar Space XX at the Waseca Municipal Airport in Waseca County, Minnesota.

1. **HANGAR.** The leased premises is T-Hangar XX
2. **TERM.** This lease shall commence on the date hereof and shall terminate on December 31, 2024. The Lessee may, with written approval of the Lessor, immediately terminate this lease if a new lease agreement for any other available Waseca Airport hangar space has been signed by the Lessee.
3. **RENT.** The Lessee shall pay the Lessor, as and for rent, the sum of One Hundred Thirty Dollars (\$130.00) per month, due and payable on the first day of each month. A \$30.00 credit will be applied if rent is paid in full for the entire year by February 1st. Invoices will be sent monthly by the first of the month in the month preceding the rent due date. Late rent payments will be charged a \$25.00 per month penalty. The Lessor shall be responsible for hangar electric utility costs.
4. **KEY DEPOSIT.** The Lessee shall pay the Lessor, in the form of a deposit, the sum of \$50.00 for each key necessary to access the leased premises. The deposit is forfeited to the Lessor at the rate of \$50.00/key if the Lessee loses a key or does not return all keys upon termination of the lease. If lost, each replacement key given by the Lessor to the Lessee will require a new \$50.00 deposit. The Lessee agrees to make no copies of their keys and to return all keys upon termination of their lease. The deposits will be refunded to the Lessee at the rate of \$50.00/key within sixty (60) days of the return of the keys to the Lessor.
5. **USE OF THE LEASED T-HANGAR SPACE.**
 - A. The above-described hangar is leased to the Lessee for the purpose of aircraft storage and related aeronautical uses. Other items incidental to the use of an aircraft may be stored therein but these items shall not consist of more than 25% of the floor area. If the storage of these items exceeds 25% of the floor area, that shall be considered a violation of the terms of this lease and considered basis for terminating the lease. One vehicle used for tugging or moving aircraft may also be stored in the hangar. Vehicles used to travel to the airport may be stored in the hangar only while the aircraft is in use.
 - B. No explosive, flammable, or hazardous materials shall be stored or used in the leased hangar, other than fuel within the aircraft's fuel tank. However, materials that may reasonably be considered incidental to maintenance of the aircraft may be kept in the hangar in such amounts as are reasonable for said purposes. Storage and use of such materials, including containers, shall at all times comply with all federal, state, and local laws, ordinances, and regulations. Improper handling or disposal of hazardous materials shall be grounds for termination of this lease.
 - C. The Lessee may service and maintain the Lessee's aircraft in the hangar, but may not service aircraft owned by others, nor hire outside mechanics to service the Lessee's aircraft in the leased premises.
 - D. The Lessee shall keep the leased premises neat, clean, and orderly. No property whatsoever, including advertising signs or materials, are permitted to be stored outside of, or placed on, the hangar or leased space without prior written approval of the City's Director of Engineering.

- E. It is the intention that the hangar leased pursuant to this agreement shall not be used for commercial purposes. The Lessor must specifically, and individually, approve any commercial use of the space. Storage of an airplane owned by, or used in, a business, where such use is incidental to the business, shall not be deemed commercial use of the hangar. It is the intent of the City that, under this lease, these hangars shall not be used for operations in which maintenance, servicing, or use of the airplanes is a primary function of the business of the Lessee which is carried out in the leased space. The Lessee acknowledges that they have read this lease and if the Lessee has any questions about their proposed use of the leased space, the Lessee should discuss them prior to the execution of this lease agreement.
- F. The Lessee shall provide up to date proof of insurance for the full insurable value of their aircraft and related personal property to the Lessor during the term of the lease. The Lessee must also provide proof of liability insurance with a minimum of \$300,000 per occurrence/\$1,000,000 aggregate limits and specifically add the City of Waseca as an additional insured on the insurance policy.
- G. All permanent and unattended electrical equipment shall be plugged directly into permanent outlets without extension cords. No extension cords shall be left in use unattended without prior approval of the Lessor, with the exception of aircraft engine heaters. All permanent electrical equipment shall be located at least 18 inches above the floor unless the equipment is designed and rated for explosion hazard environments. No open flames or devices with open flames shall be allowed in the hangars.
- H. The Lessee shall register their aircraft, whenever applicable, as based at the Waseca Municipal Airport, shall comply with all applicable FAA and MnDOT requirements, and shall allow inspection of the hangar at any time by City, FAA, or MnDOT staff, the City's insurance carrier, the Fire Department, the Director of Engineering, or the City Building Official, and shall comply with their requirements.
6. **SUBLETTING.** The Lessee shall not sublet the leased premises nor permit any other party to temporarily use such premises for any purpose without prior written approval of the City's Director of Engineering.
7. **SNOW REMOVAL.** The Lessor and/or Airport FBO shall provide snow removal services to the area of the leased hangar and taxiways and as close to the leased hangar entrance as possible, but it shall be the Lessee's primary responsibility to remove ice and snow immediately in front of the leased premises.
8. **VIOLATION OF COVENANTS.** Violation of any of the terms of this lease, including failure to use the hangar for aircraft storage or being behind in rent payments by three (3) months or more, shall be grounds for termination of this lease and eviction upon thirty (30) days written notice, provided, however, that temporary vacancy after the Lessee's aircraft has been sold and pending the purchase of another shall not be construed as failure to use the premises as an aircraft hangar unless such vacancy continues for more than 180 days.
9. **INDEMNITY CLAUSE.** The Lessor shall not in any manner be responsible for the safety or the safe keeping, or the damage to any contents in, upon, or about the leased premises, or injury to persons or property in, upon, or about the said leased premises, and the Lessee agrees to hold the Lessor harmless from any loss from any claim or demand of any nature whatsoever which may be made by, or on behalf of, any person or persons for any claimed wrongful act or omission arising out the use of the premises by the Lessee or the Lessee's agents, employees, or guests and from all loss or damages

**NON-COMMERCIAL AIRCRAFT
T-HANGAR LEASE AGREEMENT**

by reason of such acts or omissions and shall additionally pay to the Lessor all costs and attorney's fees which may be incurred by the Lessor from defending itself against any such claims.

10. NOTICES. Notices or communications between the parties will be sent to the following addresses:

LESSOR

Waseca City Hall
Attn: Director of Engineering
508 South State Street
Waseca, MN 56093

LESSEE

11. ADDITIONAL TERMS.

LESSEE

Primary Phone

Primary Email

LESSOR (CITY OF WASECA)

By: _____
Carl Sonnenberg, City Manager

By: _____
Nathan Willey, Director of Engineering

THIS LEASE AGREEMENT is entered into this 1st day of January 2024, between the City of Waseca, a municipal corporation, hereinafter referred to as Lessor, and Skydive Northstar LLC, hereinafter referred to as Lessee, for the lease of T-Hangar Spaces 5A, 5B, and 5C at the Waseca Municipal Airport in Waseca County, Minnesota.

1. **HANGAR.** The leased premises are T-Hangar Spaces 5A, 5B, and 5C.
2. **TERM.** This lease shall commence on the date hereof and shall terminate on December 31, 2024. The Lessee may, with written approval of the Lessor, immediately terminate this lease if a new lease agreement for any other available Waseca Airport hangar space has been signed by the Lessee.
3. **RENT.** The Lessee shall pay the Lessor, as and for rent, the sum of One Hundred Fifty Dollars (\$150.00) per T-hangar space per month, due and payable on the first day of each month. A \$30.00 credit per T-hangar space will be applied if rent is paid in full for the entire year by February 1st. A \$50.00 per month rent charge will be added for each month, or portion of a month, the Lessee has a mobile office on site. Invoices will be sent monthly by the first of the month in the month preceding the rent due date. Late rent payments will be charged a \$25.00 per month penalty. The Lessor shall be responsible for hangar electric utility costs.
4. **KEY DEPOSIT.** The Lessee shall pay the Lessor, in the form of a deposit, the sum of \$50.00 for each key necessary to access the leased premises. The deposit is forfeited to the Lessor at the rate of \$50.00/key if the Lessee loses a key or does not return all keys upon termination of the lease. If lost, each replacement key given by the Lessor to the Lessee will require a new \$50.00 deposit. The Lessee agrees to make no copies of their keys and to return all keys upon termination of their lease. The deposits will be refunded to the Lessee at the rate of \$50.00/key within sixty (60) days of the return of the keys to the Lessor.
5. **USE OF THE LEASED T-HANGAR SPACES.**
 - A. The above-described hangar spaces are leased to the Lessee for the purpose of aircraft storage and related aeronautical uses. Other items incidental to the use of an aircraft may be stored therein but these items shall not consist of more than 25% of the floor area. If the storage of these items exceeds 25% of the floor area, that shall be considered a violation of the terms of this lease and considered basis for terminating the lease. One vehicle used for tugging or moving aircraft may also be stored in the hangar. Vehicles used to travel to the airport may be stored in the hangar only while the aircraft is in use.
 - B. No explosive, flammable, or hazardous materials shall be stored or used in the leased hangar spaces, other than fuel within an aircraft's fuel tank. However, materials that may reasonably be considered incidental to maintenance of an aircraft may be kept in the hangar in such amounts as are reasonable for said purposes. Storage and use of such materials, including containers, shall at all times comply with all federal, state, and local laws, ordinances, and regulations. Improper handling or disposal of hazardous materials shall be grounds for termination of this lease.
 - C. The Lessee may service and maintain the Lessee's aircraft in the hangar, but may not service aircraft owned by others, nor hire outside mechanics to service the Lessee's aircraft in the leased premises, except in an emergency.
 - D. The Lessee shall keep the leased premises neat, clean, and orderly, and shall not permit any property whatsoever, except as permitted by this lease, to be stored outside the hangar or leased spaces without prior written approval of the City's Director of Engineering. Advertising signs,

stating the name or purpose of the Lessee, may be placed on the outside of the hangar. One mobile office may be stored adjacent to the hangar between May 1st and October 31st of every year. The locations, sizes, and types of advertising signs and the mobile office must be approved by the Director of Engineering prior to installation or arrival. The Lessor reserves the right to require removal of any advertising sign or the mobile office solely at the Lessor's discretion.

- E. The Lessee shall provide up to date proof of insurance for the full insurable value of their aircraft and related personal property to the Lessor during the term of the lease. The Lessee must also provide proof of liability insurance with a minimum of \$300,000 per occurrence/\$1,000,000 aggregate limits and specifically add the City of Waseca as an additional insured on the insurance policy.
 - F. The Lessee shall require that each participant using the lease service to fly, skydive, or for any other reason that requires a waiver/acknowledgement form, to sign a waiver/acknowledgement form; and the Lessee shall provide to the City at least monthly, copies of the waiver/acknowledgement forms signed by all participants. These waiver/acknowledgement forms must state that the City of Waseca makes no representations, as to the Waseca Municipal Airport or its land, as to the acceptability of the Lessee's activities and that the Lessee will indemnify and hold the City harmless. The waiver/acknowledgement form must be reviewed and approved by the City prior to commencing commercial operations.
 - G. All permanent and unattended electrical equipment shall be plugged directly into permanent outlets without extension cords. No extension cords shall be left in use unattended without prior approval of the Lessor, with the exception of aircraft engine heaters. All permanent electrical equipment shall be located at least 18 inches above the floor unless the equipment is designed and rated for explosion hazard environments. No open flames or devices with open flames shall be allowed in the hangars.
 - H. The Lessee shall register their aircraft, whenever applicable, as based at the Waseca Municipal Airport, shall comply with all applicable FAA and MnDOT requirements, and shall allow inspection of the hangar at any time by City, FAA, or MnDOT staff, the City's insurance carrier, the Fire Department, the Director of Engineering, or the City Building Official, and shall comply with their requirements.
6. **BUSINESS OPERATIONS.** It shall be at the Lessor's sole discretion to determine what constitutes a business and necessitates a commercial T-hangar lease. The Lessee shall have a documented safety and communications plan for its business operations at the Waseca Municipal Airport approved and on file with the City of Waseca. The Lessee, Lessor, and Airport Manager shall work together to review said plans and update them as necessary. Failure to follow said plans shall be grounds for immediate termination of this lease.
7. **MOBILE OFFICE DEFINITION AND USE.** The mobile office is defined as an office built within a truck, motorhome, trailer, or shipping container that is used as a place for commercial, professional, or bureaucratic work. The use of the mobile office is limited to providing a space for use as defined above and may not be used as living quarters or overnight accommodation for the Lessee's staff, employees, agents, assignees, clients, or customers.
8. **COMMERCIAL OPERATOR'S LICENSE.** The Lessee shall maintain, and provide the City with proof of, a valid Minnesota Department of Transportation (MnDOT) Commercial Operators License prior to commencing commercial operations.

9. **SUBLETTING.** The Lessee shall not sublet the leased premises nor permit any other party to temporarily use such premises for any purpose without prior written approval of the City's Director of Engineering.
10. **SNOW REMOVAL.** The Lessor and/or Airport FBO shall provide snow removal services to the area of the leased hangar and taxiways and as close to the leased hangar entrances as possible, but it shall be the Lessee's primary responsibility to remove ice and snow immediately in front of the leased premises.
11. **DESIGNATED SKYDIVER LANDING ZONE.** For the safety of all airport users, and in accordance with Code of Federal Regulations Title 14, Chapter I, Subchapter F, Part 105, the Lessee agrees to target only the "Designated Skydiver Landing Zone" as depicted on Exhibit A and attached to this agreement. The targeting of other airport areas, which is defined as observing more than 25% of the total daily number of skydivers landing outside of the designated skydiver landing zone, is prohibited and shall be grounds for immediate termination of this lease.
12. **VIOLATION OF COVENANTS.** Violation of any of the terms of this lease, including failure to use the hangar for aircraft storage or being behind in rent payments by three (3) months or more, shall be grounds for termination of this lease and eviction upon thirty (30) days written notice, provided, however, that temporary vacancy after the Lessee's aircraft has been sold and pending the purchase of another shall not be construed as failure to use the premises as an aircraft hangar unless such vacancy continues for more than 180 days.
13. **INDEMNITY CLAUSE.** The Lessor shall not in any manner be responsible for the safety or the safe keeping, or the damage to any contents in, upon, or about the leased premises, or injury to persons or property in, upon, or about the said leased premises, and the Lessee agrees to hold the Lessor harmless from any loss from any claim or demand of any nature whatsoever which may be made by, or on behalf of, any person or persons for any claimed wrongful act or omission arising out the use of the premises by the Lessee or the Lessee's agents, employees, or guests and from all loss or damages by reason of such acts or omissions and shall additionally pay to the Lessor all costs and attorney's fees which may be incurred by the Lessor from defending itself against any such claims.
14. **NOTICES.** Notices or communications between the parties will be sent to the following addresses:

LESSOR
Attn: Director of Engineering
Waseca City Hall
508 South State Street
Waseca, MN 56093

LESSEE
Skydive Northstar LLC

15. **ADDITIONAL TERMS.**
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COMMERCIAL AIRCRAFT
T-HANGAR LEASE AGREEMENT

LESSEE (SKYDIVE NORTHSTAR, LLC)

LESSOR (CITY OF WASECA)

By: _____

By: _____

Carl Sonnenberg, City Manager

Primary Phone

By: _____

Nathan Willey, Director of Engineering

Primary Email

DRAFT

EXHIBIT A: DESIGNATED SKYDIVER LANDING ZONE





CITY OF WASECA

Request for City Council Action

Title:	WAIVE THE BID PROCESS AND APPROVE AN AIRPORT LAND LEASE AGREEMENT WITH SKYDIVE NORTHSTAR		
Meeting Date:	December 5, 2023	Agenda Item Number:	7G
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:	<ul style="list-style-type: none"> • Designated Skydiver Landing Zone Map • Land Lease Agreement
Originating Department:	Engineering	Presented By:	Consent Agenda
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to waive the bid process and approve an airport land lease agreement with Skydive Northstar.		
How does this item pertain to Vision 2030 goals?	Good governance.		

BACKGROUND: Beginning in 2024, Skydive Northstar, a commercial Waseca Airport hangar tenant, will be utilizing approximately 10 acres of airport property as a Designated Skydiver Landing Zone (see attached map). After discussions with Northstar and the Airport Board, staff prepared the attached Land Lease Agreement. At their meeting on November 28th, the Airport Board recommended by a vote of 5 to 0 to approve the agreement.

Below is a summary of the major terms of the agreement:

- Lease term of 10 years.
- Total lease area is 10 acres.
- Lease rate of \$210/acre in 2024 with an annual increase of 3.0% thereafter.
NOTE: This rate is less than the airport’s current farmland (\$426/acre) and hay (\$300/acre) lease rates, but the Airport Board was willing to allow Northstar to lease at a reduced rate because they are a commercial airport hangar tenant, they are the largest purchaser of fuel at the airport, and their business brings consumers to the area.
- Either party may terminate the lease with 3 months written notice.
- The Airport FBO (Langer Aviation) will be responsible for mowing the area.
- Northstar will be responsible for general maintenance and upkeep of the area.
- Because it infringes on their available landing zone area, Northstar will, prior to signing the lease, pay for half (\$3,865.05) of an upcoming underground conversion of the overhead electric line that currently exists along the north side of the airport entrance drive. If the City terminates the lease prior to December of 2033, a portion of that cost will be reimbursed to Northstar at the rate of \$32.21/month.

BUDGET IMPACT: If approved, the airport would annually receive \$2,100+/year in land lease revenue.

RECOMMENDATION: Staff recommends the Waseca City Council waive the bid process and approve the airport land lease agreement with Skydive Northstar.

EXHIBIT A: DESIGNATED SKYDIVER LANDING ZONE



THIS LEASE AGREEMENT is made and entered into this 1st day of January, 2024, by and between the City of Waseca, hereinafter referred to as “Lessor”, and Skydive Northstar LLC, hereinafter referred to as “Lessee”.

WITNESSETH:

The Lessor hereby demises and leases unto the Lessee, and the Lessee hereby accepts and leases from the Lessor, real property located at the Waseca Municipal Airport (35493 110th Street) in Waseca County. The leased property is to be used as a “Designated Skydiver Landing Zone”.

ARTICLE I. LEASE TERM

The lease term shall be the ten (10) year period beginning January 1, 2024, and ending December 31, 2033.

ARTICLE II. REAL PROPERTY

The approximately ten (10) acre real property is located in the East half of Section 14, Township 107, Range 23 North in Waseca County, Minnesota and is depicted on the attached “Exhibit A: Designated Skydiver Landing Zone”. During the term of this lease, Lessee requested changes to the lease area will not be considered.

ARTICLE III. RENT

The Lessee shall pay rent to the Lessor for the leased premises as follows:

Ten (10) acres @ \$210.00 per acre = \$2,100.00 for 2024.

Rent shall increase by 3.0% each year and be charged according to the schedule below:

2025: \$216.30/acre = \$2,163.00
2026: \$222.79/acre = \$2,227.90
2027: \$229.47/acre = \$2,294.70
2028: \$236.35/acre = \$2,363.50
2029: \$243.44/acre = \$2,434.40
2030: \$250.74/acre = \$2,507.40
2031: \$258.26/acre = \$2,582.60
2032: \$266.01/acre = \$2,660.10
2033: \$273.99/acre = \$2,739.90

Rent, in the form of cash or check, shall be due and payable to the Lessor on, or before, March 31st of every year. Late payments will be charged a flat \$25.00 per month penalty.

In the event the Lessor terminates this lease prior to December of 2033, the Lessee’s electric line underground conversion payment of \$3,865.05 shall be reimbursed to the Lessee at the rate of \$32.21 per month within 60 days of termination.

Expenses. No expense shall be incurred by the Lessor for, or on account of, the Lessee without first obtaining the permission of the Lessor. The Lessee agrees to take no actions that might cause a mechanic’s lien or other lien to be imposed against the Real Estate and agrees to indemnify the Lessor if actions are taken by the Lessee that result in such a lien being imposed.

ARTICLE IV. TERMINATION

Either party may terminate this lease by giving three (3) month written notice to the other.

ARTICLE V. USE OF THE PREMISES

Section 1. The lease premises may be used and occupied by the Lessee as a Designated Skydiver Landing Zone. The Lessee promises that the premises shall not be used in any other manner and that the space will not be open to the public.

Section 2. The Lessee agrees to utilize the area in an efficient and steward-like manner, to control weeds and brush, and to provide maintenance necessary to control erosion. The Lessee agrees upon termination of the lease to yield prompt possession of the land to the Lessor.

Section 3. Right of Entry. The Lessor reserves the right to enter the lease premises at any time and for any reason.

ARTICLE VI. MAINTENANCE & REPAIRS

Section 1. The parties understand the condition of the property. The Lessor will not be making any repairs or modifications to the property and the Lessee agrees to lease the property "as-is".

Section 2. The Lessor, through their Airport Fixed Base Operator (FBO) contract, shall mow the property on an as-needed basis. Prior to mowing, the Lessee shall remove any rocks, trash, debris, or any other items or obstructions that may cause damage to mowing equipment. The Lessee shall be responsible for leveling or otherwise correcting any uneven or irregular surface areas deemed by the Lessor to be a mowing hazard.

Section 3. The Lessee shall maintain a level, grassed surface over the property, keeping it free of bushes, trees, and noxious weeds.

Section 4. The Lessee may make repairs or modifications to the premises but only after receiving written permission from the Lessor.

ARTICLE VII. INDEMNITY

The Lessee agrees to indemnify and save the Lessor harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorneys' fees for the defense thereof, arising from the conduct or management of the business conducted by the Lessee in the leased premises or from any negligence of the Lessee, its agents, contractors, servants, employees, sublessees, or concessionaires in, or about, the leased premises. In case of any action or proceeding brought against the Lessor by reason of any such claim, upon notice from the Lessor, the Lessee covenants to defend such action or proceeding by counsel reasonably satisfactory to the Lessor. All property belonging to the Lessee or any occupant on the leased premises shall be there at the risk of the Lessee or such other person only, and the Lessor shall not be liable for damage thereto or theft or misappropriation thereof. The Lessee understands that it is assuming all risk associated with the land.

The Lessee further agrees to indemnify and hold harmless the Lessor against any and all claims, demands, damages, costs, and expenses, including attorney fees, arising from the use of the land as a designated landing zone for skydiving. This shall specifically include any injury suffered by a participant in any activity of the Lessee, including skydiving or the operation of an aircraft. The Lessee shall ensure that all participants in any activity, its agents, contractors, servants, employees, sublessees, or concessionaires, participating in these activities are properly trained and licensed.

ARTICLE VIII. ASSIGNMENT & SUBLETTING

The Lessee shall not assign, or in any manner transfer, this lease or any interest therein, nor sublet said leased premises or any part or parts thereof, nor permit occupancy by anyone with, through, or under it, without the prior written consent of the Lessor.

ARTICLE IX. CHANGES IN LEASE TERMS

The conduct representation, or statement of either party, by act or omission, shall not be construed as material alteration of this lease until such provision is reduced to writing and executed by both parties as an addendum to this lease.

ARTICLE X. REMEDIES

Section 1. The Lessor may terminate this lease and the term demised upon the happening of any one or more of the following events, and the same are not remedied within three (3) months after written notice in regard to the payment of rent or any other sums payable to the Lessor by the Lessee after written notice to the Lessee:

- A. The Lessee is no longer leasing, or otherwise occupying, any hangar, whether public or private, on Waseca Municipal Airport property.
- B. The making by the Lessee of an assignment for the benefit of its creditors.
- C. The levying of a Writ of Execution or attachment on, or against, the property of the Lessee.
- D. In the event proceedings are instituted in a Court of competent jurisdiction for the reorganization, liquidation, or involuntary dissolution of the Lessee, or for its adjudication as a bankrupt or insolvent, or for the appointment of a receiver of the property of the Lessee, and said proceedings are not dismissed, and any receiver, trustee, or liquidator appointed therein discharged, within thirty (30) days after the institution of said proceeding.
- E. The failure of the Lessee to pay any annual payment required to be paid under this lease.
- F. The failure of the Lessee to pay any installment of rent when due or to perform any other of its covenants under this lease.

Section 2. Upon termination as aforesaid, the Lessor may re-enter the leased premises with process of law and remove all persons and chattels therefrom and the Lessor shall not be liable for damages or otherwise by reason of re-entry or termination of the terms of this lease.

Section 3. All rights and remedies of the Lessor and the Lessee herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law and said rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefore arises.

ARTICLE XI. SURRENDER OF POSSESSION

Section 1. At the expiration of the tenancy created hereunder, whether by lapse of time or otherwise, the Lessee shall surrender the leased premises in good condition and repair, reasonable wear and tear and loss by fire or unavoidable casualty excepted.

Section 2. In the event the Lessee retains the use of the herein leased premises after the expiration of the tenancy created hereunder, and without the execution of a new lease, it shall be deemed to be occupying the leased premises as a tenant from month-to-month, at 100% the previous years' rent, subject to all the other conditions, provisions, and obligations of this lease insofar as the same are applicable to a month-to-month tenancy.

ARTICLE XII. NOTICES

Whenever under this lease a provision is made for notice of any kind, said notice shall be given in writing and signed by, or on behalf of, the party giving or making the same, and it shall be deemed sufficient notice and service thereof if notice is to the Lessee and sent by registered or certified mail, postage prepaid, to Skydive Northstar LLC, Attn: Dan Gieser, 314 Blue Earth St, Mankato, MN 56001; and if to the Lessor, sent by registered or certified mail, postage prepaid, to Waseca City Hall, Attn: Director of Engineering, 508 South State Street, Waseca, MN 56093.

ARTICLE XIII. GENERAL

Section 1. Any changes to the property are subject to the prior approval of the Lessor. Such approval shall not be unreasonably withheld.

Section 2. The Lessee shall give immediate notice to the Lessor in case of fire or accidents in the leased premises.

Section 3. The headings of the several articles contained herein are for convenience only and do not define, limit, or construe the contents of such articles. All negotiations, considerations, representations, and understandings between the parties are incorporated herein, and may be modified or altered only by agreement in writing between the parties.

Section 4. The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit not only of the parties hereto but their respective successors and assigns.

Section 5. If any term, condition, or provision of this lease or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable, shall not be affected thereby, and this agreement and all the terms, provisions, and conditions hereof, shall in all other respects continue to be effective and to be complied with to the fullest extent permitted by law.

Section 6. This is a Minnesota contract and shall be construed according to the laws of the State of Minnesota.

IN WITNESS WHEREOF, THE LESSOR AND THE LESSEE have signed this lease as of the day and year first written above.

LESSEE (SKYDIVE NORTHSTAR, LLC)

LESSOR (CITY OF WASECA)

By: _____
Dan Gieser

By: _____
Carl Sonnenberg, City Manager

Primary Phone

By: _____
Nathan Willey, Director of Engineering

Primary Email

DRAFT



CITY OF WASECA

Request for City Council Action

Title:	RESOLUTION NO. 23-61 APPROVING THE FEASIBILITY REPORT FOR THE 11 th AVENUE NW REHABILITATION PROJECT (CITY PROJECT NO. 2024-02) AND CALLING FOR A PUBLIC HEARING ON THE IMPROVEMENTS		
Meeting Date:	December 5, 2023	Agenda Item Number:	8A
Action:	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	<ul style="list-style-type: none"> • Resolution No. 23-61 • Feasibility Report
Originating Department:	Engineering	Presented By:	City Engineer
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to adopt Resolution No. 23-61 approving the Feasibility Report for the 11 th Avenue NW Rehabilitation Project (City Project No. 2024-02) and calling for a Public Hearing on the Improvements.		
How does this item pertain to Vision 2030 goals?	Creating High Quality Community Assets		

BACKGROUND: On November 8, 2023, the City Council authorized City staff to prepare a Feasibility Report (attached) for the 11th Avenue NW Rehabilitation Project (City Project No. 2024-02). In the spring of 2023, the existing 11th Avenue NW pavement exhibited significant deterioration along the wheel paths that will require pavement replacement. Therefore, this project was added to the City’s Capital Improvement Plan for completion in 2024. The scope of this project will involve the rehabilitation (mill and overlay) of 11th Avenue NW from State Hwy 13 to 10th Street NW including replacement of sections of deteriorating or poorly draining curb and gutter, ADA sidewalk ramp upgrades, and utility fixture adjustments.

Between 7th Street NW and 10th Street NW there is an approximately 460-foot section of street pavement that is still in very good condition. Therefore, that section will not be improved with this project (for a savings of approximately \$30,000) and the property frontages adjacent to that section will not be assessed.

Also included with this project is a lane shift between State Hwy 13 and 2nd Street NW. This lane shift is a requirement of the Minnesota Department of Transportation (MnDOT) that will allow the future development of 1005 North State Street to have a shared State Hwy 13 access with 1091 North State Street. Without this lane shift, the future shared access would not be permitted.

A public meeting for this project has been scheduled from 4:00-5:30 PM on Wednesday, December 13th in the Council Chambers of City Hall. At this meeting, residents and property owners will have an opportunity to view the plans and speak with engineering staff regarding any project questions or concerns they might have.

BUDGET IMPACT: On November 8th, City Council authorized submittal of a Local Road Improvement Program (LRIP) grant application for this project. If awarded LRIP grant funding, it is anticipated that 100% of the project construction costs will be covered, in which case City Council may choose to waive the special assessments on this project (General Fund costs would not be recovered if assessments are waived).

If LRIP grant funding is not awarded, the total estimated project cost and breakdown by funding source is shown below:

Funding Source	Estimated Amount
101 General (City staff design, inspection, & admin)	\$42,900
440 Special Assessments	\$100,000
402 State Aid	\$300,000
Total Estimated Project Cost:	\$442,900

RECOMMENDATION: Staff recommends the Waseca City Council adopt Resolution No. 23-61 approving the Feasibility Report for the 11th Avenue NW Rehabilitation Project (City Project No. 2024-02) and calling for a Public Hearing on the Improvements.

RESOLUTION NO. 23-61

**A RESOLUTION OF THE WASECA CITY COUNCIL
APPROVING THE FEASIBILITY REPORT
FOR THE 11TH AVENUE NW REHABILITATION PROJECT
(CITY PROJECT NO. 2024-02)
AND CALLING FOR A PUBLIC HEARING ON THE IMPROVEMENTS**

WHEREAS, the City Council of the City of Waseca have reviewed and accepted the Feasibility Report prepared by the City Engineer for the 11th Avenue NW Rehabilitation Project (City Project No. 2024-02) and determined that the project is both necessary and feasible; and

WHEREAS, the policy of the City Council of the City of Waseca is to special assess the improvements associated with this type of project; and

WHEREAS, the City of Waseca's Special Assessment Policy, in compliance with Chapter 429 of Minnesota Statutes, calls for the City Council to hold a public hearing for said improvements.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Waseca hereby calls for a public hearing on the merits of the proposed improvements to be held on January 16, 2023, at 7:00 p.m. in the City Council Chambers of the City of Waseca.

BE IT FURTHER RESOLVED that City staff is hereby directed to publish the required notices and notify the affected property owners as prescribed by Chapter 429 of the Minnesota Statutes.

Adopted this 5th day of December 2023.

RANDY L. ZIMMERMAN
MAYOR

ATTEST:

JULIA HALL
CITY CLERK

FEASIBILITY REPORT

CITY PROJECT NO. 2024-02

11TH AVENUE NW REHABILITATION PROJECT



508 South State Street ■ Waseca, Minnesota 56903-3097
507-835-9700 ■ FAX 507-835-8871 ■ www.ci.waseca.mn.us

CERTIFICATION

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



Nathan Willey, PE

License No. 58967

Date: November 30, 2023

TABLE OF CONTENTS

- Certification.....1
- Table of Contents..... 2
- 1.1 Introduction..... 3
 - 1.1.1 Authorization.....3
 - 1.1.2 Selection Criteria..... 3
 - 1.1.3 Data Available.....3
- 1.2 General Background.....4
 - 1.2.1 Project Location..... 4
- 1.3 Existing Conditions..... 5
 - 1.3.1 Road Surface..... 5
 - 1.3.2 Utilities..... 5
- 1.4 Proposed Improvements.....5
 - 1.4.1 Road Surface..... 5
 - 1.4.2 Utilities..... 5
 - 1.4.3 Permit Approvals..... 6
 - 1.4.4 Construction Access/Staging.....6
 - 1.4.5 Public Involvement..... 6
- 2. Financing.....6
 - 2.1 Opinion of Probable Cost..... 6
 - 2.2 Funding - Assessments..... 7
- 3. Project Schedule..... 7
- 4. Feasibility and Recommendation..... 8
- Appendix A: Project Cost Estimates..... 9
- Appendix B: Preliminary Assessment Roll..... 10
- Appendix C: Public Correspondence..... 11

1.1 INTRODUCTION

The 11th Avenue NW Rehabilitation Project (City Project 2024-02) is to consist of street rehabilitation (mill and overlay) and other related improvements at the following location:

11th Avenue NW from State Hwy 13 to 10th Street NW

The scope of work for this project will include a bituminous mill and overlay, replacement of deficient sections of curb and gutter, ADA sidewalk and trail ramp upgrades, and utility fixture adjustments. An approximately 460-foot section of 11th Ave NW pavement between 7th St NW and 10th St NW is still in very good condition and will not be improved. Therefore, the total improved project length is approximately 3,450 feet (0.65 miles). In 2023, this project was added to the City's Capital Improvement Plan and has been included in the FY 2024 budget.

1.1.1 AUTHORIZATION

On November 8, 2023, the Waseca City Council authorized the preparation of a Feasibility Report for this project.

1.1.2 SELECTION CRITERIA

11th Avenue NW is recommended for rehabilitation based on 2023 Pavement Condition Index (PCI) ratings, visual inspection, street classification, and resident/City Council input. The Special Assessment Policy currently adopted by the City Council indicates that street improvement projects are to be assessed to benefiting property owners at the rates stated in the policy.

1.1.3 DATA AVAILABLE

Generally, the information used in preparation of this report included, but was not limited to, the following:

- Record/As-Built Street & Utility Drawings
- Field Observations
- 2023 PCI Data
- City of Waseca Special Assessment Policy

1.2 GENERAL BACKGROUND

1.2.1 PROJECT LOCATION

This project is located in the NW quadrant of the City (see project map below).



1.3 EXISTING CONDITIONS

1.3.1 ROAD SURFACE

In spring of 2023, 11th Avenue NW began showing varying degrees of pavement failure, especially along the vehicle wheel paths. Other existing distresses include alligator cracking, block cracking, transverse cracking, and longitudinal cracking. The weighted average 2023 PCI value for this project is 49 out of 100 which corresponds to a rating of “Fair”. Table 1 provides a summary of the existing street conditions for the project.

1.3.2 UTILITIES

Apart from fixture adjustments, no water main, sanitary sewer, or storm sewer improvements are proposed.

Table 1 – 11 th Avenue NW Rehabilitation Project									
Summary of Existing Street Conditions									
Street Name	From/To	ROW	Street Width	Curb Type	Aggregate Base (in.)	Avg Bit. Section (in.)	Approx. Year of Original Construction	Last Road Improvement Year	2023 PCI
11 th Ave NW	State Hwy 13 to 10 th St NW	Varies (60-66' typical)	40	B	10	6	Varies (some sections prior to 2005)	2005	49

1.4 PROPOSED IMPROVEMENTS

1.4.1 ROAD SURFACE

According to the 2023 PCI data, staff is recommending that the City Council consider the rehabilitation (mill and overlay) of 11th Avenue NW in order to restore the pavement condition to excellent (PCI = 86 – 100).

The rehabilitation process will involve removal and replacement of deficient sections of curb and gutter, installation of ADA compliant sidewalk and trail ramps, utility fixture adjustments, and a bituminous pavement mill and overlay. Depending on the existing pavement crown, between 0-2” of the existing bituminous surface will be removed through milling and replaced with 2” of new bituminous surface.

Also included with this project is a lane shift between State Hwy 13 and 2nd Street NW. This lane shift is a requirement of the Minnesota Department of Transportation (MnDOT) that will allow the future development of the property at 1005 North State Street to have a shared State Hwy 13 access with 1091 North State Street. Without this lane shift, the future shared access would not be permitted.

1.4.2 UTILITIES

Apart from fixture adjustments, no water main, sanitary sewer, or storm sewer improvements are proposed.

1.4.3 PERMIT APPROVALS

A MnDOT Work in Right-of-Way Permit will be required for the work that will take place within State Hwy 13 ROW.

1.4.4 CONSTRUCTION ACCESS/STAGING

The contractor and City staff will be responsible for providing access to properties throughout the duration of the project. However, there may be times during construction when access to some properties may not be immediately available. Every effort will be made to give residents advance notice of those times. All residents will have safe and adequate access each night after work ceases. Mail delivery and trash pickup will be maintained for the duration of the project.

1.4.5 PUBLIC INVOLVEMENT

A public informational meeting is to be held on December 13, 2023. At this meeting the public will be able to view the project plans and voice any questions or concerns they may have. Notification of this meeting will be mailed to all residents and property owners within the project limits approximately one week in advance. A copy of the meeting notice is included as Appendix C.

2. FINANCING

2.1 OPINION OF PROBABLE COST

The total project cost includes construction, 10% construction contingency, engineering design and inspection, and administration (3% of the engineering plus construction total). A summary of estimated project costs is shown below in Table 2, and a breakdown of those estimated costs by funding source is displayed in Table 3.

Item	Estimated Cost
Construction Items	\$363,583
Contingency (10%)	\$36,417
Construction Subtotal:	\$400,000
Engineering (City Design + Inspection)	\$30,000
Project Subtotal:	\$430,000
Administration (3% of Engineering + Construction)	\$12,900
Total Project Cost:	\$442,900

Fund	Estimated Amount
101 General (City staff engineering & admin)	\$42,900
440 Special Assessment Fund	\$100,000
402 State Aid Funds	\$300,000
Total Project Cost:	\$442,900

On November 8, 2023, City Council authorized submittal of a Local Road Improvement Program (LRIP) grant application for this project. If awarded LRIP grant funding, it is anticipated that 100% of the project construction costs will be covered, in which case City Council may choose to waive the special assessments on this project (General Fund costs would not be recovered if assessments are waived).

2.2 FUNDING - ASSESSMENTS

If LRIP funding is not awarded, benefiting properties are proposed to be assessed in accordance with the City of Waseca Special Assessment Policy. The total assessable amount is estimated to be \$442,900 with a total of 36 parcels being assessed on a front footage basis (there are 3 City parcels included in the roll that will not be assessed). The total frontage is 6,336.75 feet with an assessable footage of 4,075.33 feet. Based on these values, the estimated assessment cost per assessable foot is as follows:

<u>Land Use</u>	<u>Estimated \$/Assessable Foot of Frontage</u>
Residential/Duplex/City	\$18.45
Multiple Dwelling	\$27.96
Commercial/Industrial/Tax Exempt	\$31.45

3. PROJECT SCHEDULE

<u>Event</u>	<u>Date</u>
Feasibility Report Authorized	November 8, 2023
LRIP Grant Application Authorized	November 8, 2023
Present Feasibility Report/Order Public Hearing	December 5, 2023
Public Informational Meeting	December 13, 2023
Public Improvement Hearing/Authorize Plans & Specifications	January 16, 2024
Approve Plans & Specifications/Open for Bidding	March 19, 2024
Receive Bids	April 11, 2024
Award Contract	April 16, 2024
Construction	June – August 2024
Project Completion	September 2024
Public Hearing for Final Assessments (if necessary)	October 2024

4. FEASIBILITY AND RECOMMENDATIONS

This project is necessary and feasible on both an engineering and financial basis.

The following recommendations are presented to the Waseca City Council for consideration:

1. Approve and adopt this Feasibility Report as a guide for the proposed work.
2. Schedule a public improvement hearing for January 16, 2023, to receive input regarding the proposed improvements.
3. If LRIP grant funding is not awarded, finance a portion of the project with special assessments in accordance with the City's Special Assessment Policy.
4. If LRIP grant funding is awarded, waive the special assessments on this project.

Appendix A: Project Cost Estimate

COST ESTIMATE: SAP 172-115-005
 11TH AVENUE NW REHABILITATION PROJECT
 CITY OF WASECA PROJECT NO. 2024-02

ITEM NO.	MNDOT SPEC. NO.	ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITIES	UNIT PRICES	TOTALS
1	2021.501	MOBILIZATION	LS	1	\$25,000.00	\$25,000.00
2	2104.503	REMOVE CURB & GUTTER	LF	418	\$10.00	\$4,180.00
3	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	586	\$5.00	\$2,930.00
4	2104.504	REMOVE BITUMINOUS PAVEMENT	SY	229	\$10.00	\$2,290.00
5	2104.518	REMOVE CONCRETE WALK	SF	589	\$5.00	\$2,945.00
6	2231.604	BITUMINOUS PATCH (SPECIAL)	SY	169	\$50.00	\$8,450.00
7	2232.604	MILL BITUMINOUS PAVEMENT (SPECIAL)	SY	11,665	\$5.00	\$58,325.00
8	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	1,028	\$3.00	\$3,084.00
9	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3;C)	TON	1,660	\$100.00	\$166,000.00
10	2504.602	ADJUST VALVE BOX - WATER	EA	14	\$350.00	\$4,900.00
11	2506.602	PAVING RING	EA	5	\$300.00	\$1,500.00
12	2506.602	ADJUST CLEANOUT CASTING WITH CONCRETE COLLAR	EA	8	\$750.00	\$6,000.00
13	2506.602	ADJUST FRAME AND RING CASTING - SANITARY WITH INFI-SHIELD	EA	3	\$500.00	\$1,500.00
14	2506.502	ADJUST FRAME AND RING CASTING - STORM	EA	12	\$500.00	\$6,000.00
15	2521.602	DRILL & GROUT REINFORCEMENT BAR (EPOXY COATED)	EA	97	\$15.00	\$1,455.00
16	2521.618	4" CONCRETE WALK	SF	320	\$10.00	\$3,200.00
17	2521.618	6" CONCRETE WALK	SF	346	\$15.00	\$5,190.00
18	2531.603	CONCRETE CURB AND GUTTER DESIGN B618	LF	376	\$50.00	\$18,800.00
19	2531.604	6" CONCRETE VALLEY GUTTER	SY	50	\$85.00	\$4,250.00
20	2531.618	TRUNCATED DOMES	SF	86	\$65.00	\$5,590.00
21	2563.601	TRAFFIC CONTROL	LS	1	\$5,000.00	\$5,000.00
22	2573.502	STORM DRAIN INLET PROTECTION	EA	23	\$250.00	\$5,750.00
23	2575.504	SEED AND BLANKET	SY	207	\$10.00	\$2,070.00
24	2582.503	4" SOLID LINE YELLOW	LF	7,196	\$1.00	\$7,196.00
25	2582.503	4" SOLID LINE WHITE	LF	10,753	\$1.00	\$10,753.00
26	2582.503	12" SOLID LINE WHITE	LF	245	\$2.00	\$490.00
27	2582.518	PAVEMENT MARKING	SF	735	\$1.00	\$735.00

PROJECT SUBTOTAL:	\$363,583.00
CONTINGENCY (10%):	\$36,417.00
ESTIMATED PROJECT TOTAL:	\$400,000.00

Appendix B: Preliminary Assessment Roll

CITY OF WASECA PROJECT NO. 2024-02: 11TH AVENUE NW REHABILITATION PROJECT - IMPROVEMENT HEARING ASSESSMENT ROLL #285											
No.	Owner of Record (Dec. 2023)	Parcel ID	Property Description	Property Address	Classification	Front Footage	Side Footage	Cre-fts	Assessable Area	Total Assessment	City, State, Zip
1	CHRIST THE KING CHURCH	17190030	LOT 1, BLOCK 2, CHRIST THE KING	N/A	RESIDENTIAL	46.81	141.30	0.00	408.81	\$1,435	WASECA, MN 56093
2	GREGORY BARDON	17190040	LOT 1, BLOCK 2, CHRIST THE KING OF THE LA WEST OF REDROW	800 10TH AVE NW	RESIDENTIAL	215.27	94.08	14.70	14.70	\$27,400	WASECA, MN 56093
3	CITY OF WASECA	17002040	98.23 ACRES IN EAST 1/2 OF NW 1/4 EXCEPT SOUTH 1/4 OF WEST 1/4 OF SW 1/4 & WEST 1/2 OF SW 1/4	N/A	TAX EXEMPT	948.20	0.00	948.20	0.00	\$0.00	WASECA, MN 56093
4	MARIE & ELIZABETH WAGGAMAN	17190050	LOT 1, BLOCK 2, AUDITOR'S PLAT	3005 7TH ST NW	RESIDENTIAL	900.25	114.25	60.00	90.23	\$1,695.70	WASECA, MN 56093
5	JACOB & CORBY PRIBAZ	17190060	LOT 1, BLOCK 2, AUDITOR'S PLAT	3008 7TH ST NW	RESIDENTIAL	615.50	114.90	37.75	37.75	\$600.90	WASECA, MN 56093
6	DONALD & JUDITH URBAN	17190070	LOT 2, BLOCK 2, AUDITOR'S PLAT	607 11TH AVE NW	RESIDENTIAL	615.50	0.00	0.00	65.50	\$1,200.50	WASECA, MN 56093
7	SHARLENE & ERIC GOODENDER	17190080	LOT 1, BLOCK 1, ROSEMARY'S ADDITION	608 11TH AVE NW	RESIDENTIAL	813.50	0.00	0.00	81.50	\$1,332.28	WASECA, MN 56093
8	PERRY HANSEN	17190090	LOT 2, BLOCK 1, ROSEMARY'S ADDITION	605 11TH AVE NW	RESIDENTIAL	813.50	0.00	0.00	81.50	\$1,332.28	WASECA, MN 56093
9	ROGER & JOANNE	17190100	LOT 1, BLOCK 1, ROSEMARY'S ADDITION	603 11TH AVE NW	RESIDENTIAL	813.50	0.00	0.00	81.50	\$1,332.28	WASECA, MN 56093
10	JERRY & BRENDA	17190110	LOT 1, BLOCK 1, ROSEMARY'S ADDITION	513 11TH AVE NW	RESIDENTIAL	813.50	0.00	0.00	81.50	\$1,332.28	WASECA, MN 56093
11	RENEE & JOHN JOHNSON	17190120	LOT 1, BLOCK 4, NORTH LODGE LAKE SUBDIVISION	513 11TH AVE NW	RESIDENTIAL	78.00	0.00	0.00	78.00	\$1,414.30	WASECA, MN 56093
12	JEFF & DEBRA KRASKA	17190130	LOT 1, BLOCK 4, NORTH LODGE LAKE SUBDIVISION	508 11TH AVE NW	RESIDENTIAL	78.00	0.00	0.00	78.00	\$1,414.30	WASECA, MN 56093
13	ROBERT & LINDA HARRIS	17190140	LOT 1, BLOCK 4, NORTH LODGE LAKE SUBDIVISION	508 11TH AVE NW	RESIDENTIAL	78.00	0.00	0.00	78.00	\$1,414.30	WASECA, MN 56093
14	BRIAN & JILL	17190150	LOT 1, BLOCK 4, NORTH LODGE LAKE SUBDIVISION	503 11TH AVE NW	RESIDENTIAL	164.00	114.00	78.00	78.00	\$1,414.30	WASECA, MN 56093
15	JAMES ROSS	17190160	LOT 1, BLOCK 5, NORTH LODGE LAKE SUBDIVISION	302 11TH ST NW	RESIDENTIAL	311.70	97.40	60.00	71.70	\$1,215.70	WASECA, MN 56093
16	CITY OF WASECA	17152030	FORMERLY 300 WIDE NW CORNER W/4 OF SECTION 7	N/A	TAX EXEMPT	309.57	0.00	106.57	0.00	\$0.00	WASECA, MN 56093
17	CORIN & TRENCE	17040030	LOT 18, BLOCK 1, SEVEN THREE ADDITION	325 5TH AVE NW	RESIDENTIAL	53.42	50.17	26.36	26.36	\$487.28	WASECA, MN 56093
18	SHARON & HAROLD	17040040	LOT 20, BLOCK 1, SEVEN THREE ADDITION	320 5TH AVE NW	RESIDENTIAL	394.89	30.17	60.00	134.63	\$2,419.45	WASECA, MN 56093
19	ALLEN & JOY GOTTSCHE	17040050	LOT 21, BLOCK 1, SEVEN THREE ADDITION	318 5TH AVE NW	RESIDENTIAL	396.38	10.17	60.00	106.18	\$1,975.07	WASECA, MN 56093
20	ERIC ROBINSON	17040060	LOT 22, BLOCK 1, SEVEN THREE ADDITION	312 5TH AVE NW	RESIDENTIAL	314.47	30.17	37.24	37.24	\$718.35	WASECA, MN 56093
21	INOCEN BENDON	17040070	NORTH 1/2 OF LOT 18, BLOCK 1, SEVEN THREE ADDITION	308 5TH AVE NW	RESIDENTIAL	50.00	40.61	65.00	65.00	\$1,181.38	WASECA, MN 56093
22	DOUGLAS THOMPSON	17040080	LOT 14 & NORTH 1/2 OF LOT 15, BLOCK 2, SEVEN THREE ADDITION	308 BROAD ST NW	RESIDENTIAL	132.05	120.00	60.00	72.01	\$1,312.38	WASECA, MN 56093
23	JOHN CANNON	17152040	LOT 1, BLOCK 2, AUDITOR'S PLAT OF NE 1/4 OF SECTION 7	917 2ND ST NW	RESIDENTIAL	315.98	76.15	60.00	73.58	\$1,314.49	WASECA, MN 56093
24	OPAL RUMER	17152050	LOT 2, EXCEPT EAST 1/2, BLOCK 1, AUDITOR'S PLAT OF NE 1/4 OF SECTION 7	916 2ND ST NW	RESIDENTIAL	118.00	75.60	35.00	59.00	\$1,181.35	WASECA, MN 56093
25	GARY RING	17152060	LOT 1, EXCEPT EAST 1/2 OF LOTS 2 & 3, BLOCK 1, AUDITOR'S PLAT OF NE 1/4 OF SECTION 7	309 11TH AVE NW	RESIDENTIAL	92.00	0.00	0.00	62.00	\$1,181.70	WASECA, MN 56093
26	NANCY & THOMAS WALTERS	17152070	NORTH 70' OF EAST 1/2 OF LOT 15, BLOCK 4, BARNETT'S ADDITION	129 25 57RD AVE NW	COMMERCIAL	180.00	70.00	60.00	300.00	\$1,181.00	MAPLETON, MN 56065
27	TAYLOR GATES	170091100	BEGINNING OF NORTH OF EAST 1/4 OF SECTION 7; THENCE NORTH 136'; THENCE WEST 161.5'; THENCE SOUTHWEST; THENCE EAST 161.5' TO POINT OF BEGINNING	1005 N STATE ST	COMMERCIAL	66.54	117.00	11.27	33.27	\$1,145	WASECA, MN 56093
28	CHAG BLAHA & REGGY HARRISON	170091200	BEGINNING OF NORTH 1/4 OF SECTION 7; THENCE NORTH 136'; THENCE WEST 161.5'; THENCE SOUTHWEST; THENCE EAST 161.5' TO POINT OF BEGINNING	300 11TH AVE NW	RESIDENTIAL	72.00	0.00	0.00	72.00	\$1,145	WASECA, MN 56093
29	JENNIFER PROPERTIES LLC	17190040	OUTLOT A & LOTS 1 & 2, BLOCK 1, E. ANNE'S SUBDIVISION	1004 2ND ST NW	MULTI-FAMILY	64.00	91.00	31.00	31.00	\$227.96	WASECA, MN 56093
30	JENNIFER PROPERTIES LLC	17190050	LOT 2, BLOCK 1, E. ANNE'S SUBDIVISION	312 11TH AVE NW	RESIDENTIAL	74.00	0.00	0.00	74.00	\$1,215.90	WASECA, MN 56093
31	JENNIFER PROPERTIES LLC	17190060	LOT 3, BLOCK 1, E. ANNE'S SUBDIVISION	1000 2ND ST NW	RESIDENTIAL	91.00	84.00	40.00	50.00	\$781.50	WASECA, MN 56093
32	STEVEN BURKA	170091450	BEGINNING ON EAST WEST CORNER OF SECTION 7 AT EAST LINE OF RR ROW; THENCE EAST 1/2 TO WEST LINE OF 2ND ST NW; THENCE NORTH 165'; THENCE WEST TO WEST LINE OF 100' ROW; THENCE SOUTH 165' TO POINT OF BEGINNING	300 2ND ST NW	RESIDENTIAL	62.40	291.00	60.00	64.62	\$1,145	WASECA, MN 56093
33	CITY OF WASECA	17190070	OUTLOT A, INUTURE ACRES	N/A	TAX EXEMPT	309.61	0.00	109.61	0.00	\$0.00	WASECA, MN 56093
34	MARCELE & GABRIELLE	17190080	LOT 1, BLOCK 1, MARQUE ACRES	300 11TH AVE NW	RESIDENTIAL	268.47	0.00	0.00	268.47	\$1,095.40	WASECA, MN 56093
35	FRID & DONOTHY SACURBY	17190090	LOT 2, BLOCK 1, MARQUE ACRES	508 11TH AVE NW	RESIDENTIAL	152.25	0.00	0.00	152.25	\$1,145	WASECA, MN 56093
36	BRADLEY & TRACY	17190100	LOT 1, BLOCK 1, MARQUE ACRES	512 11TH AVE NW	RESIDENTIAL	342.89	0.00	0.00	342.89	\$1,145	WASECA, MN 56093
37	ROGER ASHWARD	17190110	LOT 1, BLOCK 1, MARQUE ACRES	502 11TH AVE NW	RESIDENTIAL	200.00	0.00	0.00	200.00	\$1,145	WASECA, MN 56093
38	CHRIST THE KING CHURCH	17190120	LOT 1, BLOCK 1, CHRIST THE KING	N/A	RESIDENTIAL	316.98	32.47	60.00	296.98	\$1,145	WASECA, MN 56093
39	CITY OF WASECA	17190130	LOT 2, BLOCK 1, CHRIST THE KING	N/A	TAX EXEMPT	310.80	32.49	120.80	0.00	\$0.00	WASECA, MN 56093

ESTIMATED TOTAL ASSESSMENTS: \$76,211.98

43,367.75	ESTIMATED ASSESSMENT IN TAXES (Per Footage Rate)	\$1,145
2,262.69	Estimated/Default/Other	\$2,262.69
4,074.66	Market Value Overlap	\$1,145
	Commercial/Industrial/PA in Overlap	

Appendix C: Public Informational Meeting Notice



Public Informational Meeting Notice:

11th Avenue NW Rehabilitation Project (State Hwy 13 to 10th Street NW)

Dear Residents and Property Owners,

December 1, 2023

You are invited to attend a Public Informational Meeting for the upcoming 11th Avenue NW Rehabilitation Project. The meeting will be held from 4:00 PM to 5:30 PM on Wednesday, December 13th in the Waseca City Hall Council Chambers located at 508 South State Street.

At this meeting, you will be able to view the project plans and voice any questions or concerns you may have. If you are unable to attend, please call 507-835-9716 or submit written comments to Nathan Willey, Director of Engineering, at natew@ci.waseca.mn.us.

The scope of this project consists of the bituminous rehabilitation (mill and overlay) of 11th Avenue NW between State Hwy 13 and 10th Street NW and includes the following: replacement of deficient/poorly draining sections of curb and gutter, ADA sidewalk and trail ramp upgrades, and utility fixture adjustments (an approximately 460-foot section of 11th Ave NW between 7th St NW and 10th St NW is still in very good condition and will not be improved with this project).

Also included with this project will be a lane shift between State Hwy 13 and 2nd Street NW (please see the map on the reverse). This lane shift is a requirement of the Minnesota Department of Transportation (MnDOT) to allow the future commercial development of 1005 North State Street to have a shared State Hwy 13 access with 1091 North State Street. Without this lane shift, the future shared access would not be permitted.

Construction is expected to take place in the summer of 2024 with final completion in September. During construction all, or portions of, the street will be closed to traffic. Access to residences will be maintained whenever feasible.

Information regarding special assessments for this project and the associated public hearings will be mailed later in December.

Updated project information will also be posted on the City's website at:
<https://www.ci.waseca.mn.us/engineering/pages/11th-ave-nw-rehabilitation>

Lastly, thank you in advance for your input, cooperation, and patience throughout this project!

Nathan Willey, P.E.
City of Waseca Director of Engineering
Phone: 507-835-9716
Email: natew@ci.waseca.mn.us





CITY OF WASECA

Title:	RESOLUTION NO. 23-62 APPROVING THE FEASIBILITY REPORT FOR THE 8 TH AVENUE NE (CSAH 13) RECONSTRUCTION PROJECT (CITY PROJECT NO. 2024-01) AND CALLING FOR A PUBLIC HEARING ON THE IMPROVEMENTS		
Meeting Date:	December 5, 2023	Agenda Item Number:	8B
Action:	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	<ul style="list-style-type: none"> • Resolution No. 23-62 • Stantec Feasibility Report • Project Cost Estimate (95%) • Preliminary Assessment Roll
Originating Department:	Engineering	Presented By:	City Engineer
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to adopt Resolution No. 23-62 approving the Feasibility Report for the 8 th Avenue NE (CSAH 13) Reconstruction Project (City Project No. 2024-01) and calling for a Public Hearing on the Improvements.		
How does this item pertain to Vision 2030 goals?	Creating High Quality Community Assets		

BACKGROUND: On November 1, 2022, City Council authorized Stantec to prepare a Feasibility Report (attached) for the joint Waseca County/City of Waseca 8th Avenue NE (CSAH 13) Reconstruction Project (City Project No. 2024-01). This project will involve the complete concrete street reconstruction of 8th Avenue NE (CSAH 13) from 3rd Street NE to Clear Lake Drive and is included in the City’s current Capital Improvement Plan. Additional project improvements will include the replacement of sanitary sewer and water mains, replacement of sewer and water services to near the property line, storm sewer and drainage improvements, ADA sidewalk and ramp replacement, the construction of new sections of ADA sidewalk and trail, and improvements to the sanitary sewer lift station at 7th Street NE.

The Feasibility Report was completed on January 30, 2023, and the following changes have since been made to the scope of the project:

1. The total width of 8th Ave NE will be reduced from 44 feet to 40 feet.
2. The proposed sidewalk adjacent to the County Fairgrounds will not be constructed.
3. The proposed 10-foot-wide off-street bituminous trail along the north side of 8th Ave NE between 7th St NE and 8th St NE will instead be an 8-foot-wide concrete trail along the south side. Therefore, the 8th Ave NE bump-outs will not be needed, and the existing on-street bike lane will become on-street parking.
4. A 7-foot-wide concrete sidewalk will be constructed along the back of curb between the Clear Lake Park parking lot entrance and the existing sidewalk at Clear Lake Drive (instead of 10-foot-wide bituminous trail along the north edge of the parking lot).
5. Due to existing underground electric and very shallow storm sewer, construction of the proposed stormwater biofiltration swale in Clear Lake Park is not feasible. Instead, SAFL Baffles will be installed within sump storm sewer structures. These barriers are designed to trap sediment and trash and will be periodically cleaned by City staff.
6. In order to meet minimum State Aid street drainage standards, a 2nd storm sewer pipe and outfall to Clear Lake must be installed. The new pipe will run just south of, and parallel to, the existing outfall pipe.

7. Materials for new street and trail lighting along the south side of 8th Ave NE from 8th Street NE to Clear Lake Drive will be purchased directly and not be included in the project bid. City Electric Dept. staff will install the new lighting, and eligible lighting costs will be reimbursed with available State Aid funds.

As a joint County/City project, road construction and related costs will be shared based on the Cooperative Agreement authorized by City Council on April 4, 2023. The City portion of this project will be financed with State Aid, Streets Capital, the Water, Sanitary Sewer, and Storm Sewer Utilities, and Special Assessments as permitted under Chapter 429 of the Minnesota Statutes and the City’s Special Assessment Policy.

A public meeting for this project has been scheduled from 4:00-5:30 PM on Thursday, December 14th in the Council Chambers of City Hall. At this meeting, impacted residents and property owners will have an opportunity to view the plans and voice any project questions or concerns they might have.

BUDGET IMPACT: A 95% project cost estimate has been provided by Bolton & Menk and revised by City and County staff (attached). Based on that estimate, total project construction cost is expected to be approximately \$5,255,600. With that construction estimate and the Cooperative Agreement cost share percentages, City construction costs are estimated as follows:

Funding Source (General Fund costs not included)	Estimated Construction Cost	Items Funded
Street Capital	\$50,000	If applicable, for Roadway items not eligible for State Aid
Assessments	\$228,000	Assessable portion of the Project (with 70% reduction factor)
State Aid	\$1,000,000	State Aid eligible Roadway, Sidewalk, Trail, & Storm sewer items
Storm Sewer Utility	\$200,000	Storm sewer & drainage improvement items not eligible for State Aid
Water Utility	\$665,000	Water main & services
Sanitary Sewer Utility	\$800,000	Sanitary Sewer lift station, main & services
Total:	\$2,943,000	

Total engineering costs are estimated to be \$500,000. Bolton & Menk design fees and expected to total \$262,660. It is anticipated that materials testing will be contracted for an estimated \$37,340, and City staff will perform project inspection for an estimated savings of \$200,000. Based on the Cooperative Agreement, the estimated City portion of the engineering costs is \$165,000.

RECOMMENDATION: Staff recommends the Waseca City Council adopt Resolution No. 23-62 approving the Feasibility Report for the 8th Avenue NE (CSAH 13) Reconstruction Project (City Project No. 2024-01) and calling for a Public Hearing on the Improvements.

RESOLUTION NO. 23-62

**A RESOLUTION OF THE WASECA CITY COUNCIL
APPROVING THE FEASIBILITY REPORT
FOR THE 8TH AVENUE NE (CSAH 13) RECONSTRUCTION PROJECT
(CITY PROJECT NO. 2024-01)
AND CALLING FOR A PUBLIC HEARING ON THE IMPROVEMENTS**

WHEREAS, the City Council of the City of Waseca have reviewed and accepted the Feasibility Report prepared by Stantec for the 8th Avenue NE (CSAH 13) Reconstruction Project (City Project No. 2024-01) and determined that the project is both necessary and feasible; and

WHEREAS, the policy of the City Council of the City of Waseca is to special assess the improvements associated with this type of project; and

WHEREAS, the City of Waseca's Special Assessment Policy, in compliance with Chapter 429 of Minnesota Statutes, calls for the City Council to hold a public hearing for said improvements.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Waseca hereby calls for a public hearing on the merits of the proposed improvements to be held on January 16, 2023, at 7:00 p.m. in the City Council Chambers of the City of Waseca.

BE IT FURTHER RESOLVED that City staff is hereby directed to publish the required notices and notify the affected property owners as prescribed by Chapter 429 of the Minnesota Statutes.

Adopted this 5th day of December 2023.

RANDY L. ZIMMERMAN
MAYOR

ATTEST:

JULIA HALL
CITY CLERK

To:	Carl Sonnenberg – Utilities & Public Works Director, Interim City Manager Nate Willey - City Engineer City of Waseca	From:	Joseph Palen, PE Tim Grinstead, PE Stantec – Rochester Office
File:	Waseca Project No. 2024-1 Stantec Project No. 193805973	Date:	January 30, 2023

Reference: 8th Avenue NE Utility and Street Reconstruction Feasibility Report

The City of Waseca, in cooperation with Waseca County, is planning for the reconstruction of 8th Avenue NE between 3rd Street NE and Clear Lake Drive during the summer of 2024. The 0.6-mile-long segment of 8th Avenue NE is under Waseca County's jurisdiction and is also named CSAH 13. The reconstruction corridor includes critical municipal infrastructure including trunk sanitary sewer piping, a sanitary sewer lift station (Fairgrounds), sanitary sewer forcemain, water distribution piping, two trunk storm sewer systems and bike and pedestrian facilities used to access Clear Lake Park, residential properties, and the Waseca County Fairgrounds.

The reconstruction of 8th Avenue NE is currently scheduled to be completed during the summer of 2024. The City of Waseca retained Stantec to prepare this 8th Avenue NE reconstruction corridor Feasibility Report to meet the following objectives:

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

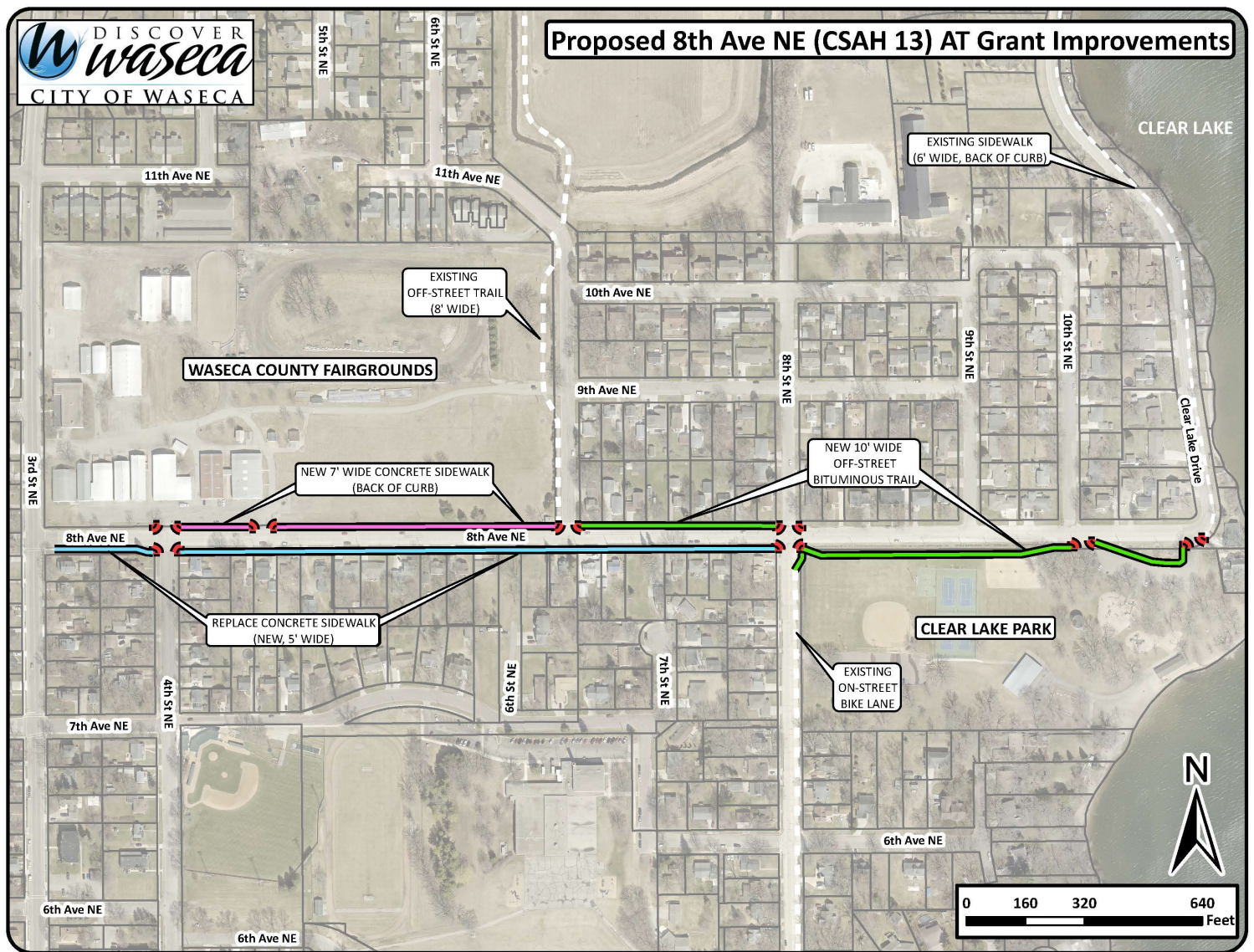
In preparation of this report, Stantec met with City and County Highway Department staff to discuss the 8th Avenue NE reconstruction infrastructure deficiencies and each party's preliminary expectations for the reconstruction of the corridor. In addition, Stantec met with City staff to discuss the condition and operations history of the Fairgrounds Sanitary Sewer Lift Station and completed an inspection / preliminary survey of the existing sanitary sewer and storm sewer manholes within or adjacent to the existing project corridor. The following sections of this report discuss the major infrastructure elements that will be impacted by the 8th Avenue NE reconstruction project. Both the existing conditions and proposed improvements to each element of the project are discussed. The proposed improvements are generally illustrated within Figures 1-8 attached as an appendix to this report. Please note that the figures are intended to be printed in color on 11"x17" paper.

Existing roadway and Pedestrian Facilities: 8th Avenue NE / CSAH 13 is designated as a county state aid highway and is used as a 10-ton truck route. The roadway consists of a 44-foot-wide concrete pavement with concrete curb and gutter, providing one lane of traffic in each direction and accommodating on-street parallel parking in all but one block. The section of westbound 8th Avenue NE between 7th and 8th Street NE is designated as a bike route which precludes parking on this block. An existing sidewalk system extends from 3rd to 8th Street NE and is generally located within 1-foot of the existing right-of-way line. The following photos illustrate the general condition of the existing roadway, bike, and pedestrian facilities.



The condition of the existing concrete pavement, curb and gutter, and sidewalk throughout the 8th Street NE corridor is poor and pedestrian facilities are largely non-compliant with current ADA standards. As a result, Waseca County is planning for a complete reconstruction of the corridor with new 7.5" thick concrete pavement, concrete curb and gutter, concrete sidewalk, concrete driveway aprons, and pedestrian ramps. Both the City and County are tentatively planning sidewalk

and pathway improvements along segments of the project corridor. The proposed sidewalk and off-street bituminous trail improvements are illustrated on the graphic below. The proposed roadway, bike, and pedestrian facility typical sections are illustrated in detail in Figure 2 in the appendix. The City has submitted an application to MnDOT for an Alternative Transportation (AT) Grant to fund a new 7-foot-wide concrete sidewalk proposed for construction along the north side of 8th Avenue NE between 4th Street and 7th Street NE (adjacent to the Fairgrounds parcel) and a 10-foot-wide bituminous trail along the north side of 8th Avenue NE between 7th Street and 8th Street NE and along the south side of 8th Avenue NE between 8th Street and Clear Lake Drive (adjacent to Clear Lake Park). MnDOT is scheduled to announce AT grant funding awards on March 24, 2023. The success of the grant application may impact what new bike and pedestrian facilities the City and County choose to construct as part of the project.



Stantec supports the 8th Avenue NE corridor bike and sidewalk improvements as proposed by City staff. The bike and pedestrian improvements would provide significant public safety and mobility improvements and enhance access to both the Fairgrounds and Clear Lake Park and connectivity to existing trail and sidewalk systems. The proposed bike and pedestrian improvements are supported by the proposed 8th Avenue NE preliminary roadway geometric design through proposed concrete curb and gutter bump outs at the intersections of both 7th and 8th Street NE. The bump outs decrease roadway crossing distances for pedestrians, clearly designate pedestrian crossing locations, and clearly delineate where through traffic and parking lanes are intended.

Sanitary Sewer: The existing sanitary sewer under 8th Avenue NE consists of vitrified clay pipe ranging in size from 8-inch to 15-inch diameter and manholes constructed of block and / or brick in poor condition. The following photos illustrate the general condition of the existing sanitary sewer manholes.



The two blocks of sanitary sewer main and manholes east of 8th Street NE were lined and rehabilitated in 2021 and are in good condition. No reconstruction of the rehabilitated sewer is required in conjunction with the 2024 reconstruction, except that new structure adjustment rings with an infiltration barrier will be required. The existing sanitary sewer system between 4th Street NE and 8th Street NE is in poor condition and unnecessarily consists of two parallel pipes flowing in the same direction and at similar depth. The existing parallel sanitary sewer pipe configuration is illustrated by the green lines on the figure depicting the existing sanitary sewer system on the following page. The parallel sanitary sewer configuration doubles the amount of sanitary sewer that the City needs to maintain and is also a source of significant groundwater infiltration into the sanitary sewer system. Infiltration within the sanitary sewer shed flowing to the 8th Avenue NE trunk sewer and the Fairgrounds lift station is a reoccurring issue that has resulted in sanitary sewer bypass pumping in the past. It is important for the City to continue to take steps to reduce Inflow and Infiltration (I&I) into the sanitary sewer system in conjunction with this project and future projects.



We recommend the parallel sanitary sewer pipes be removed and combined into one appropriately sized sewer main. The proposed sanitary sewer main configuration and sizing is illustrated by the green line type in the plan and profile views within Figures 3-6. Sanitary sewer flows and sizing are discussed in greater detail in conjunction with the Fairgrounds lift station. The existing sanitary sewer between 3rd and 4th Street NE may be eliminated, assuming no sanitary sewer service connections exist. This will be verified after video inspection of the sewer main is completed. The existing sanitary sewer east of 8th Street was rehabilitated in 2021 and the only work required includes replacing the existing manhole adjustment rings, installing an infiltration barrier, and adjusting the structures to finished grade.

Fairgrounds Lift Station: The Fairgrounds Lift Station serves approximately 280 residential homes, Hartley Elementary, two City parks, several businesses, and a church. The sewersheds existing developed units plus modest infill development result in a calculated average flow of 0.082 million gallons per day (MGD). The average flow multiplied by an 8.4 peaking factor yields a 0.691 MGD peak sewer flow which matches the measured peak flow at the lift station. Note that an 8.4 peaking factor is typical for portions of Waseca due to high I&I. A more common peaking factor for this size sewershed without significant infiltration issues would be 4.0.

The lift station's last significant rehabilitation occurred in 2004. Typically, lift stations require significant rehabilitation approximately every 20 years. The lift station's firm capacity is 1200 gpm which is more than sufficient for current and projected future flows. The 8th Avenue NE trunk sanitary sewer downstream of the lift station could be decreased to a 12-inch diameter pipe, but this would raise the gravity sewer profile. Increasing the profile of the pipe is not desirable since the last few hundred feet of pipe are already more shallow than desired (insulating required), would decrease the lift station pumping capacity, and would diverge from existing pipe sizing.

The existing lift station configuration includes limited wet well storage capacity that requires frequent pump run cycles (which wears down pumps more quickly) and provides the City with insufficient response time (minutes) to address operation and maintenance issues before wastewater backs up into the main and eventually resident basements. Based upon Stantec's evaluation of the lift station's condition and configuration, we are recommending the construction of a second lift station wet well to decrease pump run cycle frequencies and increase the time the City has to respond to normal and emergency operation and maintenance issues. Stantec also recommends upsizing the gravity sewer main between the existing and proposed wet wells and upstream of the lift station to raise the sewer main depth. This would increase the operating range of the new wet well configuration and provide additional storage in the interceptor for an even longer response time during equipment failures and maintenance. To further increase the operating range in the wet well, Stantec recommends adding a noncorrosive vortex shield/platform above the pump inlet pipe in the existing wet well that will allow the wet well pump off elevation to be lowered (shielding will reduce cavitation issues with the lower running operating range). This will also increase the pump operating range and reduce pump cycling operations. In addition, Stantec recommends the replacement of the pump motors variable frequency drives (VFD) that are nearing the end of their life expectancy.

The proposed lift station wet well and upstream piping modifications are illustrated on Figures 4 and 5. It should be noted that lift station wet well and upstream piping reconstruction will require sanitary sewer bypass pumping. Dewatering during construction is also likely as some of the sanitary sewer system is approximately 20-feet deep and 6 to 8-feet below the Clear Lake water elevation.

Watermain: The existing watermain under 8th Avenue NE was likely constructed in the 1950s and consists of 4-inch diameter cast iron pipe. Since 1981, the City has documented the repair of nine watermain breaks along the project corridor. Due to its age, material, and soil conditions, the existing watermain is likely corroded and may be partially sediment filled. The 4-inch diameter watermain is generally considered substandard in comparison to current conveyance and fire flow standards. In addition, the existing ~1,100-foot fire hydrant spacing between 4th and 7th Street is substandard. Connecting water services are likely ¾-inch diameter copper. Based upon the age and condition of the watermain, Stantec recommends the watermain be replaced with new 8-inch PVC watermain including cathodic protection and new 1-inch diameter water services to each adjacent home. The proposed watermain configuration and sizing is illustrated by the blue and cyan line types in the plan views on Figures 3-7.

Storm Sewer: The storm sewer under 8th Avenue NE consists of concrete pipe ranging in size from 8-inch to 36-inch diameter and manholes that are predominantly constructed of block and / or brick in poor condition. The 8th Avenue NE project corridor west of 7th Street NE is drained by a minimal amount of lateral storm sewer that connects to a 54-inch diameter truck storm sewer that bisects 8th Avenue NE and outlets to the City Marsh. The existing lateral storm sewer under 8th Avenue does not meet MnDOT State Aid design requirements for inlet capacity, allowable spread width, or conveyance capacity. As a result, a new lateral storm sewer system is proposed to serve the segment of 8th Avenue NE west of 7th Street.

East of 7th Street NE, 8th Avenue NE is drained by a trunk storm sewer that extends from Clear Lake, through Clear Lake Park to 8th Avenue and 8th Street NE. This section of storm sewer drains a total of ~32 acres and at best can convey a 5-year storm event. The condition of the storm sewer under this section of 8th Avenue is very poor. The pipe was found to be nearly flat (some segments have backfall), partially sediment filled and containing standing water.

The cover over the pipe and depth of manhole structures is minimal. Catch basin and manhole castings, and structure adjustment rings are largely in poor condition with substandard inlet capacities. The following are a few photographs of the storm sewer structures on 8th Avenue NE near Clear Lake Park.



Due to the condition and substandard configuration of the storm sewer system, we recommend that the storm sewer under 8th Avenue NE (east of 7th Street NE) be reconstructed with new reinforced concrete pipe and manholes and in compliance with MnDOT state aid standards. In addition, we recommend that a drain tile system be constructed throughout the entire 8th Avenue NE corridor behind the roadway curb to drain the roadway subgrade and provide connection ports for adjacent homeowner sump pumps. The proposed storm sewer configuration and approximate sizing is illustrated by the magenta line type in the plan views on Figures 4-8. Portions of the trunk storm sewer are also illustrated in the profile views.

Stormwater Permitting Requirements:

The 8th Avenue NE reconstruction project is subject to the requirements of the MPCA's NPDES Construction Permit, Waseca's MS4 permit, and directly impacts the water quality of Clear Lake and the nearby Clear Lake Park swimming beach. Note, Clear Lake is on the MPCA's 303(d) Impaired Waters list for nutrients (phosphorus). Excess phosphorous in Clear Lake can cause increased growth of algae and large aquatic plants, which result in decreased levels of

dissolved oxygen; a process called eutrophication. High levels of phosphorus can also lead to algae blooms, a degraded environment for aquatic species, and other related undesirable issues.

Recently, the MPCA issued a new MS4 Permit to Waseca with significantly more stringent requirements than in the past. The City's MS4 permit currently states "The permittee's regulatory mechanism(s) must require owners of construction activity to treat the water quality volume on any project where the sum of the new impervious surface and the fully reconstructed impervious surface equals one or more acres. [Minn. R. 7090]".

The permit also states:

"For linear projects, the water quality volume must be calculated as the larger of one (1) inch times the new impervious surface or one-half (0.5) inch times the sum of the new and the fully reconstructed impervious surface. Where the entire water quality volume cannot be treated within the existing right-of-way, a reasonable attempt to obtain additional right-of-way, easement, or other permission to treat the stormwater during the project planning process must be made"

Based upon our initial assessment, the 8th Avenue NE project will disturb approximately 5.9 acres of mostly public right-of-way. The total new plus reconstructed impervious area for the 8th Avenue NE reconstruction corridor totals about 4.25 acres with approximately half of this impervious area draining to the storm sewer system that discharges into the City Marsh and the other half of the area draining to Clear Lake.

The City Marsh provides significant stormwater attenuation and water quality benefits. We recommend that during the 8th Avenue NE project design phase, the City Marsh be modeled and assessed to determine if it has sufficient capacity to meet City stormwater attenuation and MS4 water quality requirements for the 8th Avenue NE project.

Stantec review of stormwater Best Management Practice (BMP) improvement options assumes approximately half and possibly all stormwater will need to be treated by stormwater BMPs to comply with Waseca's MS4 permit requirements. Since the 8th Avenue NE project corridor is believed to predominantly contain layered clay soils and portions of the project area are within 3-feet of seasonally saturated soils, the permit allows the City to construct stormwater filtration BMP's in lieu of stormwater infiltration / volume reduction practices. Stormwater filtration BMP's that appear to be most feasible within the 8th Avenue NE reconstruction corridor include rainwater gardens or bio-filtration swales. If the City chose to meet the stormwater volume control requirement through the construction of rainwater gardens located in the boulevards of 8th Avenue NE, we estimate that approximately 15 rainwater gardens retaining 500 cubic feet each would be required to meet the water quality volume for the entire project corridor.

However, based upon our review of the project area and familiarity with the City of Waseca, we recommend the City consider construction of a biofiltration swale to meet the permit requirements. The biofiltration swale could be located between the proposed bituminous pathway and 8th Avenue NE roadway, adjacent to Clear Lake Park. The proposed biofiltration swale is illustrated on Figure 6 (blue hatch) and is also shown in the lower right side of the typical cross section on Figure 2. The proposed 400-foot long biofiltration swale may need to be lengthened, widened, or shortened depending upon the results of the City Marsh hydraulic modeling and the final design depth of water that the bioswale can retain.

Project Cost Estimate:

Stantec, in cooperation with City Staff, prepared a detailed project cost estimate of the proposed sanitary sewer, watermain, storm sewer, stormwater BMP, street, sidewalk, and bike path reconstruction improvements proposed as part of the 8th Avenue NE project. The detailed project cost estimate is included in the appendix of this report. The total estimated project costs for each project element are summarized in the following table. Costs assume construction in 2024 and include a 15% construction contingency factor and a 10% cost factor for engineering services including preliminary survey and mapping, design, soil borings / testing, permitting, construction document preparation, and bidding assistance.

Project Cost Split Elements	Estimated Construction Cost	Contingency (15%)	Design Engineering Estimate (10%)	Total Project Costs
City/County Cost Split Items (Cost Splits TBD)				
Roadway Reconstruction (State Aid Eligible)	\$ 1,991,034.50	\$ 298,655.18	\$ 228,968.97	\$ 2,518,658.64
Storm Sewer & Stormwater BMP (State Aid Eligible)	\$ 601,731.00	\$ 90,259.65	\$ 69,199.07	\$ 761,189.72
Subtotal City/County Cost Split Items	\$ 2,592,765.50	\$ 388,914.83	\$ 298,168.03	\$ 3,279,848.36
Active Transportation (AT) Grant Improvements (if awarded, up to \$500,000 total for eligible items)				
County Fairgrounds Sidewalk	\$ 161,320.00	\$ 24,198.00	\$ 18,551.80	\$ 204,069.80
City Sidewalk & Trails	\$ 373,234.00	\$ 55,985.10	\$ 42,921.91	\$ 472,141.01
Subtotal AT Grant Improvements	\$ 534,554.00	\$ 80,183.10	\$ 61,473.71	\$ 676,210.81
100% City Utility Costs				
Sanitary Sewer, Services, & Lift Station	\$ 700,720.00	\$ 105,108.00	\$ 80,582.80	\$ 886,410.80
Water Main & Services	\$ 580,792.00	\$ 87,118.80	\$ 66,791.08	\$ 734,701.88
Storm Sewer (City only)	\$ 26,400.00	\$ 3,960.00	\$ 3,036.00	\$ 33,396.00
Subtotal 100% City Utility Costs	\$ 1,307,912.00	\$ 196,186.80	\$ 150,409.88	\$ 1,654,508.68
TOTALS:	\$ 4,435,231.50	\$ 665,284.73	\$ 510,051.62	\$ 5,610,567.85

Please note that the project cost estimate excludes electric line relocation and / or upgrades. Project costs should be increased by 3% to 5% each year construction is delayed after 2024.

Conclusions and Recommendations:

- 1) The public utility, bike, pedestrian, and street improvements proposed for construction / reconstruction as part of the 8th Avenue NE reconstruction project as discussed herein are prudent and feasible from an engineering perspective. The total estimated project cost for the improvements is estimated at \$5,610,567.85. We recommend that the 8th Avenue NE utility and street improvements be reconstructed based upon the preliminary design concepts presented within this report. Detailed analysis and design are required in the subsequent design and bidding document phase of the project to ensure the improvements perform as desired and in accordance with permit and State agency requirements.
- 2) We recommend that the City review project funding and finance options and develop a financial program for this improvement project. The Council and Staff should determine what portions of the project costs are to be recovered via assessment to benefitting property owners. If portions of the project cost are assessed, a public hearing is required to obtain public input on the project in accordance with Chapter 429 requirements.
- 3) The project includes an estimated \$886,411 in Sanitary Sewer Improvements and \$734,702 in watermain improvements. These costs are significant, and the City may benefit by financing the improvements through the Clean Water Revolving Fund (CWRP) and Drinking Water Revolving

Fund (DWRP) program administered through the Minnesota Public Facilities Authority (PFA). The programs offer low interest loans (often 1-2%) for 20- or 30-year terms. In addition, the City may qualify for grant funding through other associated programs administered through PFA for communities who successfully apply for CWRP and / or DWRP loans. Additional information about the PFA funding assistance programs is available upon request.

- 4) If the City and County choose to move forward with utility and street improvements, we recommend an extensive soil borings program be developed and implemented and that a geotechnical report be prepared to document existing soil conditions and provide recommendations on the proposed pavement section, soil compaction and settlement concerns, stormwater BMP implementation, groundwater conditions, and other potential construction issues. In addition, we recommend that the sanitary sewer be televised to determine the exact location of all connecting service pipes so that this information can be incorporated into the construction plans.
- 5) We recommend that additional survey and analysis be completed during the final design phase of the project for the gravity sanitary sewer system on 7th Avenue NE and 7th Street NE and connecting to the trunk gravity sanitary sewer on 8th Avenue NE. The sanitary sewer appears to flow under an existing garage and the profile of the sanitary sewer near the low point on 7th Avenue NE may be subject to surcharging. Modifications to the sanitary sewer alignment and configuration in this area should be considered.
- 6) We recommend that the City construct the proposed Fairgrounds Lift Station and sanitary sewer modifications to provide additional wet well storage capacity assuming the benefit of these improvements are worth the considerable capital investment required to improve lift station operations, performance, and lengthen response times.
- 7) We recommend the City continue to pursue removal of Inflow and Infiltration (I & I) into the sanitary sewer that results in surcharging of the sanitary sewer and bypass pumping at the Fairgrounds Lift Station.
- 8) We recommend that during the design phase of the 8th Avenue NE reconstruction project, the City Marsh be modeled and assessed to determine if it has sufficient capacity to meet City stormwater attenuation and MS4 water quality requirements to serve the west half of the 8th Avenue NE project.
- 9) The storm sewer at the low point of 8th Street NE is drained via the trunk storm sewer under 8th Avenue NE. The storm sewer at the 8th Street NE low point is in very poor condition and is exceptionally shallow (less than 1.5-foot catch basin build depths). The final design of 8th Avenue NE should include analysis of options to shift the 8th Street NE low point north and raise the 8th Street NE profile in the future. The goal of this effort is to provide additional storm sewer cover while not adversely impacting adjacent properties.

If the City has any questions regarding the information contained within this feasibility report, please feel free to reach out to Joe Palen at (507) 529-6036.

Stantec Consulting Services Inc.



Joseph C. Palen PE

Principal

Joseph.Palen@Stantec.com

Attachment: Report Appendix (Figures 1-8 and Project Cost Estimate)

53	28" SPAN RC PIPE-ARCH SEWER CL IIIA	LF	\$160.00	143.0	\$22,880.00			143.0	\$22,880.00								
54	36" SPAN RC PIPE-ARCH SEWER CL IIIA	LF	\$220.00	194.0	\$42,680.00			194.0	\$42,680.00								
55	44" SPAN RC PIPE-ARCH SEWER CL IIIA	LF	\$300.00	860.0	\$258,000.00			860.0	\$258,000.00								
56	SANITARY BYPASS PUMPING	LS	\$10,000.00	1.0	\$10,000.00							1.0	\$10,000.00				
57	SANITARY LIFT STATION MODIFICATIONS	LS	\$120,000.00	1.0	\$120,000.00							1.0	\$120,000.00				
58	SANITARY LIFT STATION PUMP REHAB	LS	\$40,000.00	1.0	\$40,000.00							1.0	\$40,000.00				
59	CONNECT TO EXISTING SANITARY SEWER	EA	\$1,000.00	9.0	\$9,000.00							9.0	\$9,000.00				
60	CONNECT TO EXISTING SANITARY MANHOLE	EA	\$1,000.00	2.0	\$2,000.00							2.0	\$2,000.00				
61	CONNECT TO EXISTING STORM SEWER	EA	\$1,000.00	8.0	\$8,000.00			8.0	\$8,000.00								
62	CONNECT TO EXISTING DRAIN TILE	EA	\$500.00	3.0	\$1,500.00									3.0	\$1,500.00		
63	15"X6" WYE	EA	\$1,000.00	23.0	\$23,000.00							23.0	\$23,000.00				
64	18"X6" WYE	EA	\$1,250.00	8.0	\$10,000.00							8.0	\$10,000.00				
65	SERVICE CONNECTION TO LINED PIPE	EA	\$750.00	12.0	\$9,000.00							12.0	\$9,000.00				
66	PLUG FILL & ABANDON PIPE SEWER	LF	\$15.00	1,510.0	\$22,650.00							1,510.0	\$22,650.00				
67	6" SANITARY SEWER SERVICE	LF	\$55.00	1,872.0	\$102,960.00							1,872.0	\$102,960.00				
68	8" SANITARY SEWER	LF	\$65.00	218.0	\$14,170.00							218.0	\$14,170.00				
69	12" SANITARY SEWER	LF	\$85.00	25.0	\$2,125.00							25.0	\$2,125.00				
70	15" SANITARY SEWER	LF	\$100.00	1,418.0	\$141,800.00							1,418.0	\$141,800.00				
71	18" SANITARY SEWER	LF	\$150.00	327.0	\$49,050.00							327.0	\$49,050.00				
72	4" PVC FORCE MAIN	LF	\$50.00	136.0	\$6,800.00									136.0	\$6,800.00		
73	8" PVC FORCE MAIN	LF	\$70.00	38.0	\$2,660.00							38.0	\$2,660.00				
74	CONSTRUCT 8" OUTSIDE DROP	LF	\$1,000.00	15.1	\$15,100.00							15.1	\$15,100.00				
75	TEMPORARY WATER SERVICE	LS	\$15,000.00	1.0	\$15,000.00					1.0	\$15,000.00						
76	CONNECT TO EXISTING WATERMAIN	EA	\$1,500.00	10.0	\$15,000.00					10.0	\$15,000.00						
77	4" GATE VALVE & BOX	EA	\$2,000.00	2.0	\$4,000.00					2.0	\$4,000.00						
78	6" GATE VALVE & BOX	EA	\$2,500.00	9.0	\$22,500.00					9.0	\$22,500.00						
79	8" GATE VALVE & BOX	EA	\$3,500.00	26.0	\$91,000.00					26.0	\$91,000.00						
80	HYDRANT (8.5' BURY)	EA	\$6,500.00	7.0	\$45,500.00					7.0	\$45,500.00						
81	HYDRANT (9.5' BURY)	EA	\$7,000.00	1.0	\$7,000.00					1.0	\$7,000.00						
82	1" CURB STOP & BOX	EA	\$500.00	43.0	\$21,500.00					43.0	\$21,500.00						
83	1" CORP STOP & SADDLE	EA	\$500.00	43.0	\$21,500.00					43.0	\$21,500.00						
84	1" WATER SERVICE	LF	\$35.00	1,777.0	\$62,195.00					1,777.0	\$62,195.00						
85	4" WATERMAIN	LF	\$50.00	72.0	\$3,600.00					72.0	\$3,600.00						
86	6" WATERMAIN	LF	\$55.00	164.0	\$9,020.00					164.0	\$9,020.00						
87	8" WATERMAIN	LF	\$65.00	3,449.0	\$224,185.00					3,449.0	\$224,185.00						
88	4" POLYSTYRENE INSULATION	SY	\$50.00	9.0	\$450.00					9.0	\$450.00						
89	WATERMAIN FITTINGS	LB	\$10.00	2,383.0	\$23,830.00					2,383.0	\$23,830.00						
90	CASTING ASSEMBLY-STORM	EA	\$1,000.00	45.0	\$45,000.00			44.0	\$44,000.00					1.0	\$1,000.00		
91	CASTING ASSEMBLY-SANITARY	EA	\$1,000.00	16.0	\$16,000.00							16.0	\$16,000.00				
92	CONSTRUCT DRAINAGE STRUCTURE, DESIGN SPECIAL 1	EA	\$15,000.00	2.0	\$30,000.00			2.0	\$30,000.00								
93	CONSTRUCT DRAINAGE STRUCTURE, DESIGN SPECIAL 2	EA	\$35,000.00	1.0	\$35,000.00									1.0	\$35,000.00		
94	CONSTRUCT DRAINAGE STRUCTURE, DESIGN R-1	LF	\$550.00	81.4	\$44,770.00			81.4	\$44,770.00								
95	CONSTRUCT DRAINAGE STRUCTURE, 4020-48"	LF	\$550.00	30.7	\$16,885.00			30.7	\$16,885.00								
96	CONSTRUCT DRAINAGE STRUCTURE, 4020-60"	LF	\$850.00	8.5	\$7,225.00			8.5	\$7,225.00								
97	CONSTRUCT DRAINAGE STRUCTURE, 4020-72"	LF	\$1,000.00	24.1	\$24,100.00			24.1	\$24,100.00								
98	CONSTRUCT DRAINAGE STRUCTURE, 4020-84"	LF	\$1,250.00	18.2	\$22,750.00			18.2	\$22,750.00								
99	CONSTRUCT DRAINAGE STRUCTURE, 4022-48"	LF	\$550.00	5.7	\$3,135.00			5.7	\$3,135.00								
100	CONSTRUCT DRAINAGE STRUCTURE, SD-60"	LF	\$1,000.00	6.4	\$6,400.00			6.4	\$6,400.00								
101	CONSTRUCT DRAINAGE STRUCTURE, SD-72"	LF	\$1,250.00	7.0	\$8,750.00			7.0	\$8,750.00								
102	CONSTRUCT SANITARY MANHOLE	LF	\$550.00	108.2	\$59,510.00							108.2	\$59,510.00				
103	CONSTRUCT SANITARY MANHOLE DESIGN SPECIAL	LF	\$1,500.00	19.8	\$29,700.00							19.8	\$29,700.00				
104	RANDOM RIPRAP CLASS III	TON	\$50.00	50.0	\$2,500.00			50.0	\$2,500.00								
105	4" CONCRETE WALK	SF	\$8.00	9,815.0	\$78,520.00					9,815.0	\$78,520.00						
106	6" CONCRETE WALK	SF	\$12.00	6,237.0	\$74,844.00					6,237.0	\$74,844.00						
107	CONCRETE CURB & GUTTER DESIGN B624	LF	\$25.00	6,110.0	\$152,750.00	6,110.0	\$152,750.00										
108	CONCRETE CURB & GUTTER DESIGN B624 WITH SILL	LF	\$30.00	364.0	\$10,920.00	364.0	\$10,920.00										
109	6" CONCRETE DRIVEWAY PAVEMENT	SY	\$80.00	1,087.0	\$86,960.00	1,087.0	\$86,960.00										
110	TRUNCATED DOMES	SF	\$50.00	237.0	\$11,850.00					237.0	\$11,850.00						
111	TRAFFIC CONTROL	LS	\$20,000.00	1.0	\$20,000.00	0.48	\$9,600.00	0.17	\$3,400.00	0.05	\$1,000.00	0.13	\$2,600.00	0.15	\$3,000.00	0.02	\$400.00

112	SAFETY FENCING	LF	\$5.00	500.0	\$2,500.00	500.0	\$2,500.00											
113	SIGN PANELS TYPE C	SF	\$50.00	80.4	\$4,020.00	80.4	\$4,020.00											
114	INSTALL SIGN	EA	\$250.00	18.0	\$4,500.00	18.0	\$4,500.00											
115	STABILIZED CONSTRUCTION EXIT	LS	\$3,000.00	1.0	\$3,000.00	1.0	\$3,000.00											
116	STORM DRAIN INLET PROTECTION	EA	\$250.00	41.0	\$10,250.00			41.0	\$10,250.00									
117	FLOTATION SILT CURTAIN TYPE STILL WATER	LF	\$25.00	70.0	\$1,750.00			70.0	\$1,750.00									
118	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LF	\$3.00	6,200.0	\$18,600.00	6,000.0	\$18,000.00	200.0	\$600.00									
119	COMMON TOPSOIL BORROW (CV) (P)	CY	\$30.00	2,340.0	\$70,200.00	1,729.0	\$51,870.00	160.0	\$4,800.00	451.0	\$13,530.00							
120	TURF ESTABLISHMENT	AC	\$7,500.00	2.9	\$21,750.00	2.14	\$16,050.00	0.20	\$1,500.00	0.56	\$4,200.00							
121	TEMPORARY SEEDING	AC	\$7,500.00	2.9	\$21,750.00	2.14	\$16,050.00	0.20	\$1,500.00	0.56	\$4,200.00							
122	RAPID STABILIZATION METHOD 3	MGAL	\$750.00	6.0	\$4,500.00	6.0	\$4,500.00											
123	12" SOLID LINE WHITE - MULTI-COMPONENT GROUND IN (WR)	LF	\$10.00	214.0	\$2,140.00	214.0	\$2,140.00											
124	6" SOLID LINE WHITE - MULTI-COMPONENT GROUND IN (WR)	LF	\$2.00	5,764.0	\$11,528.00	5,764.0	\$11,528.00											
125	4" DOUBLE SOLID LINE YELLOW - MULTI-COMPONENT GROUND IN (WR)	LF	\$3.00	2,825.0	\$8,475.00	2,825.0	\$8,475.00											
	SUBTOTALS:				\$5,005,330.00		\$2,418,006.00		\$874,060.00		\$235,884.00		\$630,725.00		\$762,705.00		\$83,950.00	
	CONSTRUCTION CONTINGENCY (5%):				\$250,266.50		\$120,127.92		\$42,545.31		\$12,513.33		\$32,534.65		\$37,539.98		\$5,005.33	
	TOTAL ESTIMATED CONSTRUCTION COST:				\$5,255,596.50		\$2,538,133.92		\$916,605.31		\$248,397.33		\$663,259.65		\$800,244.98		\$88,955.33	

CITY OF WASECA PROJECT NO. 2024-01: 8TH AVENUE NE (CSAH 13) RECONSTRUCTION PROJECT - IMPROVEMENT HEARING ASSESSMENT ROLL #284

No.	Owners of Record (Dec. 2024)	Parcel ID	Property Description	Property Address	Classification	Front Footage	Side Footage	Credit	Assessable Footage	Assessment Rate	Total Assessment	Mailing Address	City, State, Zip
1	WASECA COUNTY	17.117.0140	LOT 2, AUDITOR'S PLAT OF NORTH 1/2 OF SW 1/4 OF SECTION 8	409 8TH AVE NE	TAX EXEMPT	1386.80	768.25	1386.80	0.00	\$136.47	\$0.00	307 N STATE ST	WASECA, MN 56093
2	DALE HOFFMAN	17.326.0010	LOT 1, BLOCK 1, H. A. PANZRAM'S 1ST ADDITION	701 8TH AVE NE	RESIDENTIAL	60.00	167.00	30.00	30.00	\$79.61	\$2,388.30	701 8TH AVE NE	WASECA, MN 56093
3	JERROLD & JUDITH PIPKE, TRUSTEES	17.326.0020	LOT 2, BLOCK 1, H. A. PANZRAM'S 1ST ADDITION	705 8TH AVE NE	RESIDENTIAL	60.00	0.00	0.00	60.00	\$79.61	\$4,776.60	705 8TH AVE NE	WASECA, MN 56093
4	MICHAEL & NANCY PALM	17.326.0030	LOT 3, BLOCK 1, H. A. PANZRAM'S 1ST ADDITION	711 8TH AVE NE	RESIDENTIAL	60.00	0.00	0.00	60.00	\$79.61	\$4,776.60	711 8TH AVE NE	WASECA, MN 56093
5	MICHAEL & NANCY PALM	17.326.0040	LOT 4, BLOCK 1, H. A. PANZRAM'S 1ST ADDITION	711 8TH AVE NE	RESIDENTIAL	60.00	0.00	0.00	60.00	\$79.61	\$4,776.60	711 8TH AVE NE	WASECA, MN 56093
6	AARON SCHUMANN	17.326.0050	LOT 5, BLOCK 1, H. A. PANZRAM'S 1ST ADDITION	717 8TH AVE NE	RESIDENTIAL	60.00	0.00	0.00	60.00	\$79.61	\$4,776.60	717 8TH AVE NE	WASECA, MN 56093
7	CORBIN BORN	17.326.0060	LOT 6, BLOCK 1, H. A. PANZRAM'S 1ST ADDITION	721 8TH AVE NE	RESIDENTIAL	60.00	0.00	0.00	60.00	\$79.61	\$4,776.60	721 8TH AVE NE	WASECA, MN 56093
8	ROBERT BENSON	17.326.0070	LOT 7, BLOCK 1, H. A. PANZRAM'S 1ST ADDITION	725 8TH AVE NE	RESIDENTIAL	60.00	0.00	0.00	60.00	\$79.61	\$4,776.60	725 8TH AVE NE	WASECA, MN 56093
9	ALVIN & KATHLEEN SCHAUB	17.326.0200	SOUTH 96.5' OF LOT 8, BLOCK 1, H. A. PANZRAM'S 1ST ADDITION	727 8TH AVE NE	RESIDENTIAL	60.00	0.00	0.00	60.00	\$79.61	\$4,776.60	727 8TH AVE NE	WASECA, MN 56093
10	JOSE LUIS GAONA & NATALI FLORES LOPEZ	17.326.0100	SOUTH 96.5' OF LOT 9, BLOCK 1, H. A. PANZRAM'S 1ST ADDITION	801 8TH ST NE	RESIDENTIAL	51.30	96.50	25.65	25.65	\$79.61	\$2,042.00	801 8TH ST NE	WASECA, MN 56093
11	DALE & MARY HOY	17.326.0210	LOT 1, BLOCK 2, H. A. PANZRAM'S 1ST ADDITION	800 8TH ST NE	RESIDENTIAL	60.00	167.00	30.00	30.00	\$79.61	\$2,388.30	800 8TH ST NE	WASECA, MN 56093
12	SIGRID THOMPSON	17.326.0220	LOT 2, BLOCK 2, H. A. PANZRAM'S 1ST ADDITION	805 8TH AVE NE	RESIDENTIAL	60.00	0.00	0.00	60.00	\$79.61	\$4,776.60	805 8TH AVE NE	WASECA, MN 56093
13	AUDREY HAYES	17.326.0230	LOT 3 & WEST 1/2 OF LOT 4, BLOCK 2, H. A. PANZRAM'S 1ST ADDITION	809 8TH AVE NE	RESIDENTIAL	90.00	0.00	0.00	90.00	\$79.61	\$7,164.90	809 8TH AVE NE	WASECA, MN 56093
14	RAYGOR HOMES LLC (DANIEL RAYGOR)	17.326.0240	EAST 1/2 OF LOT 4 & LOT 5 EXCEPT EAST 2', BLOCK 2, H. A. PANZRAM'S 1ST ADDITION	817 8TH AVE NE	MULTI-FAMILY	88.00	0.00	0.00	88.00	\$121.31	\$10,675.28	725 REICHEL CIR NE	STEWARTVILLE, MN 55976
15	TODD BLUHM	17.326.0250	EAST 2' OF LOT 5 & LOT 6, BLOCK 2, H. A. PANZRAM'S 1ST ADDITION	821 8TH AVE NE	RESIDENTIAL	62.00	0.00	0.00	62.00	\$79.61	\$4,935.82	821 8TH AVE NE	WASECA, MN 56093
16	JEFFREY & JULIE BARR	17.326.0260	SOUTH 150' OF LOT 7, BLOCK 2, H. A. PANZRAM'S 1ST ADDITION	825 8TH AVE NE	RESIDENTIAL	69.00	150.00	34.50	34.50	\$79.61	\$2,746.55	825 8TH AVE NE	WASECA, MN 56093
17	DAVID JELLUM	17.476.0100	LOT 9, BLOCK 1, NOETZEL'S ADDITION	901 8TH AVE NE	RESIDENTIAL	105.00	81.00	52.50	52.50	\$79.61	\$4,179.53	901 8TH AVE NE	WASECA, MN 56093
18	MICHAEL & ROBIN NORDWALL	17.118.0060	EAST 105' OF SOUTH 81' OF WEST 237' OF LOT 3, AUDITOR'S PLAT OF NW 1/4 OF SE 1/4 OF SECTION 8	905 8TH AVE NE	RESIDENTIAL	105.00	81.00	52.50	52.50	\$79.61	\$4,179.53	905 8TH AVE NE	WASECA, MN 56093
19	JEFFREY HINNA & EMILY KISSLING	17.118.0050	EAST 105' OF SOUTH 91' OF WEST 402' OF LOT 3, AUDITOR'S PLAT OF NW 1/4 OF SE 1/4 OF SECTION 8	1001 8TH AVE NE	RESIDENTIAL	105.00	91.00	52.50	52.50	\$79.61	\$4,179.53	1001 8TH AVE NE	WASECA, MN 56093
20	CLEAR LAKE COMMONS LLC (MARCYN CAHILL)	17.476.0280	SOUTH 1/2 OF LOT 11 & WEST 105' OF LOT 10, BLOCK 2, NOETZEL'S ADDITION	1007 8TH AVE NE	MULTI-FAMILY	105.00	35.40	52.50	52.50	\$121.31	\$6,368.78	316 7TH AVE SE	WASECA, MN 56093
21	BENJAMIN & TAMMY DAHLBERG	17.476.0290	LOT 10 EXCEPT WEST 105', BLOCK 2, NOETZEL'S ADDITION	1009 8TH AVE NE	RESIDENTIAL	99.00	104.00	40.00	59.00	\$79.61	\$4,696.99	1009 8TH AVE NE	WASECA, MN 56093
22	BLAKE & ROBIN NELSON	17.118.0030	AUDITOR'S PLAT OF THE NW 1/4 OF THE SE 1/4 OF SECTION 8, BEGINNING 210' NORTH OF LOT 4 ON THE EAST SIDE OF 11TH ST NE; THENCE SE TO THE NORTH LINE OF LOT 4; THENCE EAST 125' TO THE SHORE OF CLEAR LAKE; THENCE ALONG THE SHORE 245' TO THE POINT OF BEGINNING	800 CLEAR LAKE DR	RESIDENTIAL	101.00	0.00	0.00	101.00	\$79.61	\$8,040.61	800 CLEAR LAKE DR	WASECA, MN 56093
23	CITY OF WASECA	17.118.0010	LOT 4 EXCEPT EAST 122' OF NORTH 120' OF LOT 4, AUDITOR'S PLAT OF NW 1/4 OF SE 1/4 OF SECTION 8	1000 8TH AVE NE	TAX EXEMPT	1082.00	493.34	1082.00	0.00	\$136.47	\$0.00	508 S STATE ST	WASECA, MN 56093
24	BRANDON GOEBEL & HANNAH OLSON	17.117.0350	EAST 124.7' OF NORTH 132.8' OF LOT 8, AUDITOR'S PLAT OF NORTH 1/2 OF SW 1/4 OF SECTION 8	730 8TH ST NE	RESIDENTIAL	124.70	132.80	40.00	84.70	\$79.61	\$6,742.97	730 8TH ST NE	WASECA, MN 56093
25	MARGO KULSETH	17.117.0320	WEST 59.55' OF EAST 184.25' OF NORTH 133.13' OF LOT 8, AUDITOR'S PLAT OF NORTH 1/2 OF SW 1/4 OF SECTION 8	724 8TH AVE NE	RESIDENTIAL	59.55	0.00	0.00	59.55	\$79.61	\$4,740.78	724 8TH AVE NE	WASECA, MN 56093
26	JAY DELANE & JOLENE NELSON	17.117.0310	EAST 60' OF WEST 122' OF NORTH 120' OF LOT 8, AUDITOR'S PLAT OF NORTH 1/2 OF SW 1/4 OF SECTION 8	720 8TH AVE NE	RESIDENTIAL	60.00	0.00	0.00	60.00	\$79.61	\$4,776.60	720 8TH AVE NE	WASECA, MN 56093
27	JORDAN LOEFFLER	17.117.0300	EAST 60' OF WEST 62' OF NORTH 120' OF LOT 8, AUDITOR'S PLAT OF NORTH 1/2 OF SW 1/4 OF SECTION 8	716 8TH AVE NE	RESIDENTIAL	60.00	0.00	0.00	60.00	\$79.61	\$4,776.60	716 8TH AVE NE	WASECA, MN 56093
28	JEVNING PROPERTIES LLC (MIKE JEVNING)	17.117.0290	EAST 104.7' OF NORTH 187' OF LOT 7 & WEST 2' OF NORTH 187' OF LOT 8, AUDITOR'S PLAT OF NORTH 1/2 OF SW 1/4 OF SECTION 8	712 8TH AVE NE	RESIDENTIAL	106.70	23.45	53.35	53.35	\$79.61	\$4,247.19	PO BOX 266, 118 N STATE ST	WASECA, MN 56093
29	BENET & CHERYL FREUND	17.117.0280	EAST 65' OF WEST 130' OF NORTH 187' OF LOT 7, AUDITOR'S PLAT OF NORTH 1/2 OF SW 1/4 OF SECTION 8	704 8TH AVE NE	RESIDENTIAL	65.00	0.00	0.00	65.00	\$79.61	\$5,174.65	4311 240TH ST E	FARIBAULT, MN 55021
30	MICHELE NELSON & MICHAEL SPITZACK	17.117.0270	WEST 65' OF NORTH 187' OF LOT 7, AUDITOR'S PLAT OF NORTH 1/2 OF SW 1/4 OF SECTION 8	700 8TH AVE NE	RESIDENTIAL	65.00	0.00	0.00	65.00	\$79.61	\$5,174.65	700 8TH AVE NE	WASECA, MN 56093
31	MARTY HOFMEISTER	17.117.0260	EAST 75' OF NORTH 150' OF LOT 6, AUDITOR'S PLAT OF NORTH 1/2 OF SW 1/4 OF SECTION 8	616 8TH AVE NE	RESIDENTIAL	75.00	0.00	0.00	75.00	\$79.61	\$5,970.75	616 8TH AVE NE	WASECA, MN 56093
32	PAUL NEIGEBAUER & JANE HOFMEISTER	17.117.0240	WEST 7' OF EAST 82' OF NORTH 150' & SOUTH 124' OF NORTH 274' OF EAST 153.14' OF LOT 6, AUDITOR'S PLAT OF NORTH 1/2 OF SW 1/4 OF SECTION 8	704 6TH ST NE	RESIDENTIAL	7.00	124.00	3.50	3.50	\$79.61	\$278.64	704 6TH ST NE	WASECA, MN 56093
33	MARTY HOFMEISTER	17.117.0210	WEST 71.14' OF EAST 153.14' OF NORTH 150' OF LOT 6, AUDITOR'S PLAT OF NORTH 1/2 OF SW 1/4 OF SECTION 8	614 8TH AVE NE	RESIDENTIAL	71.14	0.00	0.00	71.14	\$79.61	\$5,663.46	616 8TH AVE NE	WASECA, MN 56093
34	CITY OF WASECA	17.117.0230	EAST 60' OF WEST 128.5' OF LOT 6, AUDITOR'S PLAT OF NORTH 1/2 OF SW 1/4 OF SECTION 8	N/A	TAX EXEMPT	60.00	0.00	0.00	60.00	\$136.47	\$0.00	508 S STATE ST	WASECA, MN 56093
35	PETER & REBECCA ANDREN	17.117.0200	WEST 68.46' OF NORTH 200' OF LOT 6, AUDITOR'S PLAT OF NORTH 1/2 OF SW 1/4 OF SECTION 8	610 8TH AVE NE	RESIDENTIAL	68.46	0.00	0.00	68.46	\$79.61	\$5,450.10	610 8TH AVE NE	WASECA, MN 56093
36	NICK BENZICK	17.117.0190	EAST 72.7' OF NORTH 196' OF LOT 5, AUDITOR'S PLAT OF NORTH 1/2 OF SW 1/4 OF SECTION 8	524 8TH AVE NE	RESIDENTIAL	72.70	0.00	0.00	72.70	\$79.61	\$5,787.65	524 8TH AVE NE	WASECA, MN 56093
37	TIMOTHY & CHERYL CONDON	17.117.0180	EAST 72' OF WEST 162' OF NORTH 200' OF LOT 5, AUDITOR'S PLAT OF NORTH 1/2 OF SW 1/4 OF SECTION 8	520 8TH AVE NE	RESIDENTIAL	72.00	0.00	0.00	72.00	\$79.61	\$5,731.92	520 8TH AVE NE	WASECA, MN 56093
38	JACOB LYNCH, TRUSTEE	17.117.0170	WEST 90' OF NORTH 200' OF LOT 5, AUDITOR'S PLAT OF NORTH 1/2 OF SW 1/4 OF SECTION 8	516 8TH AVE NE	RESIDENTIAL	90.00	0.00	0.00	90.00	\$79.61	\$7,164.90	1329 SPRINGWOOD LN	FARIBAULT, MN 55021
39	DAVID & NANCY SCHNEIDER	17.117.0160	EAST 72' OF NORTH 150' OF LOT 4, AUDITOR'S PLAT OF NORTH 1/2 OF SW 1/4 OF SECTION 8	512 8TH AVE NE	RESIDENTIAL	72.00	0.00	0.00	72.00	\$79.61	\$5,731.92	512 8TH AVE NE	WASECA, MN 56093
40	LOWELL & JOAN JOHNSON	17.117.0150	WEST 72' OF EAST 144' OF NORTH 150' OF LOT 4, AUDITOR'S PLAT OF NORTH 1/2 OF SW 1/4 OF SECTION 8	508 8TH AVE NE	RESIDENTIAL	72.00	0.00	0.00	72.00	\$79.61	\$5,731.92	508 8TH AVE NE	WASECA, MN 56093
41	LOWELL & JOAN JOHNSON	17.610.0020	EAST 6' OF NORTH 100' OF LOT 1, SUTTER-OFFERSEN SUBDIVISION	N/A	RESIDENTIAL	6.00	0.00	0.00	6.00	\$79.61	\$477.66	508 8TH AVE NE	WASECA, MN 56093
42	BRIAN EIDET	17.610.0010	LOT 1, SUTTER-OFFERSEN SUBDIVISION EXCEPT EAST 6' OF NORTH 100'	500 8TH AVE NE	RESIDENTIAL	85.04	0.00	0.00	85.04	\$79.61	\$6,770.03	500 8TH AVE NE	WASECA, MN 56093
43	KATHRYN SKYTLAND	17.203.0110	LOT 10, BLOCK 1, CLASEN'S ADDITION	416 8TH AVE NE	RESIDENTIAL	64.00	0.00	0.00	64.00	\$79.61	\$5,095.04	16765 XYLITE ST NE	HAM LAKE, MN 55304
44	RUSSELL HARTY	17.203.0100	LOT 9, BLOCK 1, CLASEN'S ADDITION	412 8TH AVE NE	RESIDENTIAL	63.00	0.00	0.00	63.00	\$79.61	\$5,015.43	412 8TH AVE NE	WASECA, MN 56093
45	TRACY & NOAH BARTELT	17.203.0090	LOT 8, BLOCK 1, CLASEN'S ADDITION	408 8TH AVE NE	RESIDENTIAL	63.00	0.00	0.00	63.00	\$79.61	\$5,015.43	408 8TH AVE NE	WASECA, MN 56093
46	MICHELE PRIEBE	17.203.0080	LOT 7, BLOCK 1, CLASEN'S ADDITION	724 4TH ST NE	RESIDENTIAL	140.00	66.10	60.00	80.00	\$79.61	\$6,368.80	724 4TH ST NE	WASECA, MN 56093
47	DAVID MUTCH	17.377.0010	LOT 1, BLOCK 20, JENKINS 2ND ADDITION	721 4TH ST NE	RESIDENTIAL	148.00	72.00	60.00	88.00	\$79.61	\$7,005.68	721 4TH ST NE	WASECA, MN 56093
48	CHEYENNE BAKER & JESSE LOW	17.377.0020	LOT 2, BLOCK 20, JENKINS 2ND ADDITION	720 3RD ST NE	RESIDENTIAL	148.00	72.00	60.00	88.00	\$79.61	\$7,005.68	720 3RD ST NE	WASECA, MN 56093

TOTAL FRONT FOOTAGE
TOTAL CREDITS
TOTAL ASSESSABLE FOOTAGE

5,967.39
3,115.80
2,851.59

ESTIMATED ASSESSMENT RATES (Per Frontage Foot):

Residential/Duplex/City:	\$79.61
Multiple Dwelling:	\$121.31
Commercial/Industrial/Tax Exempt:	\$136.47

ESTIMATED TOTAL ASSESSMENTS: \$228,097.37

Title:	CITY OF WASECA LEWER LAND LEASE, CROP YEAR 2024		
Meeting Date:	December 5, 2023	Agenda Item Number:	8C
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:	<ul style="list-style-type: none"> • Draft Lease • Land Maps
Originating Department:	Administration	Presented By:	City Manager
Approved By City Manager: <input checked="" type="checkbox"/>			
How does this item pertain to Vision 2030 goals?	Leverage economic development initiative by gaining farm rental income.		

BACKGROUND: The City Council has previously decided to lease the City-owned Lewer Farm for cropland. In 2023, it was leased for soybean crops. In 2024, it will be leased for soybeans. *The Lewer family has the right of first refusal of the submitted high quote.*

BUDGET IMPACT: The 2023 accepted quote was \$13,328 for the one-year lease.

RECOMMENDATION: Staff recommends that the Council Approve setting a date to receive bids on Thursday, December 28, 2023, to accept a high bid for the lease of the City-owned Lewer Farm for the 2024 crop season.

**CITY OF WASECA
REQUEST FOR QUOTES
CITY OF WASECA LEWER LAND LEASE**

There are approximately 49.0 agricultural tillable acres located at the City of Waseca Lewer Farm for a one-year lease. The quote packet contains a field map (Attachment A).

Sealed quotes will be received by the Utilities Office at Waseca City Hall and publicly opened at City Hall by the City of Waseca, Minnesota, at 10:00 a.m. on Thursday, December 28, 2023, for leasing the fields.

If you are interested in receiving a copy of the leases, specifications, and quote forms, please get in touch with the Utilities Office at City Hall at 835-9718. Those with questions may contact Carl Sonnenberg, Utilities & Public Works Director, by emailing CarlS@ci.waseca.mn.us.

The quote forms must be marked in a sealed envelope as **CITY OF WASECA LEWER LAND LEASE** and returned to the Utilities Office at City Hall no later than **10:00 a.m. (Central Standard Time) on Thursday, December 28, 2023, at which time all quotes will be publicly opened and read aloud.**

The City of Waseca reserves the right to award quotes and to, reject any or all quotes in the best interests of the City and to waive any minor irregularities, informalities, or discrepancies.

**CITY OF WASECA LEWER LAND LEASE
CROP YEAR 2024**

THIS lease is entered into this ____ day of _____, 20____, by and between the City of Waseca, Minnesota, “Lessor,” and _____ of _____, “Lessee.”

1. The quote form must be returned in a sealed envelope marked “CITY OF WASECA LAND LEASE” on Thursday, December 28th, 2023, at 10:00 a.m. (Central Daylight Time) to the Utilities Office at City Hall, City of Waseca, 508 South State Street, Waseca, Minnesota, 56093, at which time quotes will be publicly opened and read aloud in the City of Waseca Council Chambers. **No quotes are allowed by fax or e-mail.**

Both fields, the North Field (approximately 35.1 tillable acres) and the South Field (approximately 13.9 tillable acres), shall be planted in soybeans in 2024, for a total approximate tillable acreage of 49.0. The Lessee accepts all acreage in “as is” condition. There shall be no compensation by the Lessor to the Lessee for field debris/rock removal or any other field conditions. Both North and South Field were seeded in 2023 with soybeans.

The Lessor leases to the Lessee fields North and South, which are part of the City of Waseca Lewer Farm, which is in the County of Waseca, State of Minnesota, in Section 17, Township 107, Range 022 and Section 20, Township 107, Range 022.

The specific fields covered by this Lease are designated on the Attachment A field map, which is a part of this Agreement.

2. Quote Specifications. Submit the quote to lease the fields described above on the Quote Form within these specifications. The Specifications and Quote Form executed by the Lessee are incorporated into this Lease by reference and made a part of this Lease unless specifically changed by the terms agreed to in this Lease.
3. Rent and Default. Rent as set forth on the attached Quote Form is due in full on or before January 3rd, 2024, by issuing a check to “City of Waseca” and mailing it or delivering it to Waseca City Hall, 508 South State Street, Waseca, MN, 56093, to the attention of the City Finance Director. Further cuttings will not be allowed if payment for the previous cutting has not been paid on time. **Failure by Lessee to pay the rent when due or providing a “bad check” (returned item) or failure to comply with this agreement shall be deemed an Event of Default** and, if Lessee fails to cure said default within ten (10) days of written notice by Lessor, an amount equal to ten (10%) percent of the quoted price shall be due as additional rent penalty. In the event the default continues, said additional rent shall be collectible as rent in addition to any other costs of enforcement as provided herein.
4. Term. This Lease shall terminate on December 1st, 2024, and shall not be amended in any manner except by written agreement between Lessor and Lessee.
5. Right of First Refusal. Timothy J. Lewer and David H. Lewer (Lewer Farms) have the right of first refusal of the submitted high quote as determined by the Waseca City Council.

6. Use of the Premises. Lessee agrees as follows:

- A. The Lessee must receive the Lessor's permission for all fertilizer and chemical applications. The Lessee agrees to voluntarily report rates of chemical and fertilizer application to the Lessor.
- B. The Lessee agrees to voluntarily report crop yields to the Lessor.
- C. The property shall be used for agricultural purposes only. Work of any nature in the Conservation Easement Area is not allowed.
- D. Only agricultural equipment will be brought onto the property, and equipment will not be stored on the property when not in actual use.
- E. The Lessor, upon seven (7) calendar days written notice to the Lessee, may remove any crops, equipment, or other material that inhibits the surveying or land development process.
- F. The Lessee will not commit, nor suffer or permit, any waste on the property and shall comply with all State, Federal, and local laws, regulations, and ordinances governing pest control and land use.
- G. The Lessee will farm the premises using farming practices that are generally accepted and approved in Waseca County as approved by the Lessor.
- H. The Lessee shall not assign this Lease or sublet the property.
- I. At the expiration of this Lease, the Lessee will quietly surrender the property to the Lessor in the same existing good condition and repair.
- J. The Lessee assumes all risk of property damage, personal injury, or death to self, employees, customers, invitees, licensees, family, partners, and all parties while on the leased premises and agrees to indemnify and hold harmless the City of Waseca, its officers, employees, and agents, for all claims, suits, costs, losses, damages, and expenses arising out of such personal injury, death, or property damage.
- K. The Lessee understands that the Lessor holds the property in question for public purposes and potential development activities. If the Lessor determines that there is a need for the property for public purposes as determined at the Lessor's sole discretion, the Lessor may re-enter all or part of the premises, which may result in damage to the crop. The Lessee has no financial claim on the Lessor in the event of such activities by the Lessor.
- L. To secure payment of the rent or any other indebtedness owing from the Lessee to the Lessor, the Lessee grants a security interest to the Lessor in all crops harvested on the property during the term of this Lease. This security interest also covers the products' contract rights with respect to such crops and any and all proceeds. In the event that the Lessee defaults in the payment of rent or any other obligation owing to the Lessor under this Lease, or in a performance of any of the covenants of this Lease, the Lessor may declare all sums due under this Lease to be due and payable and shall have all rights and

remedies of a secured party under the Uniform Commercial Code or other applicable law. Amounts owing under this Lease shall include all costs of the enforcement of the terms of this Lease re-entering the leased premises and shall include reasonable attorney's fees. The Lessee agrees to execute any and all other documents as may be, from time to time, needed to perfect and maintain this security interest.

- M. No hunting or other activities are allowed on the leased premises.
- N. No farm work or chemical spraying is to result in spray drift or crop drift to adjacent properties upon penalty of double the quote price. The Lessee is responsible to resolve any and all claims from private property owners who have sustained financial costs and hardship from such action caused by the Lessee.**
- O. The Lessor, at their cost, shall control noxious weeds at the direction of the Waseca County Agricultural Inspector.
- P. The City of Waseca reserves the right to reject any or all quotes and to waive any minor irregularities, informalities, or discrepancies. Prospective lessees shall be required to submit a quote on both fields.
- Q. The Lessor's agent for this Lease is the Utilities & Public Works Director or designee.
- R. The Lessee shall provide the Lessor with a current Certificate of Liability Insurance listing the City of Waseca as an additional insured no later than three (3) business days after execution of the lease.
- S. All planting and work activities shall comply with Waseca County and City of Waseca setback requirements.

IN TESTIMONY WHEREOF, the parties have hereunto subscribed and set their hands and seals this _____ day of _____, 20____.

LESSEE:

PRINTED NAME

SIGNATURE

DATE

LESSOR:

CITY OF WASECA
A Municipal Corporation

by: _____
City Manager

CITY OF WASECA LEWER LAND LEASE QUOTE FORM

CROP YEAR 2024

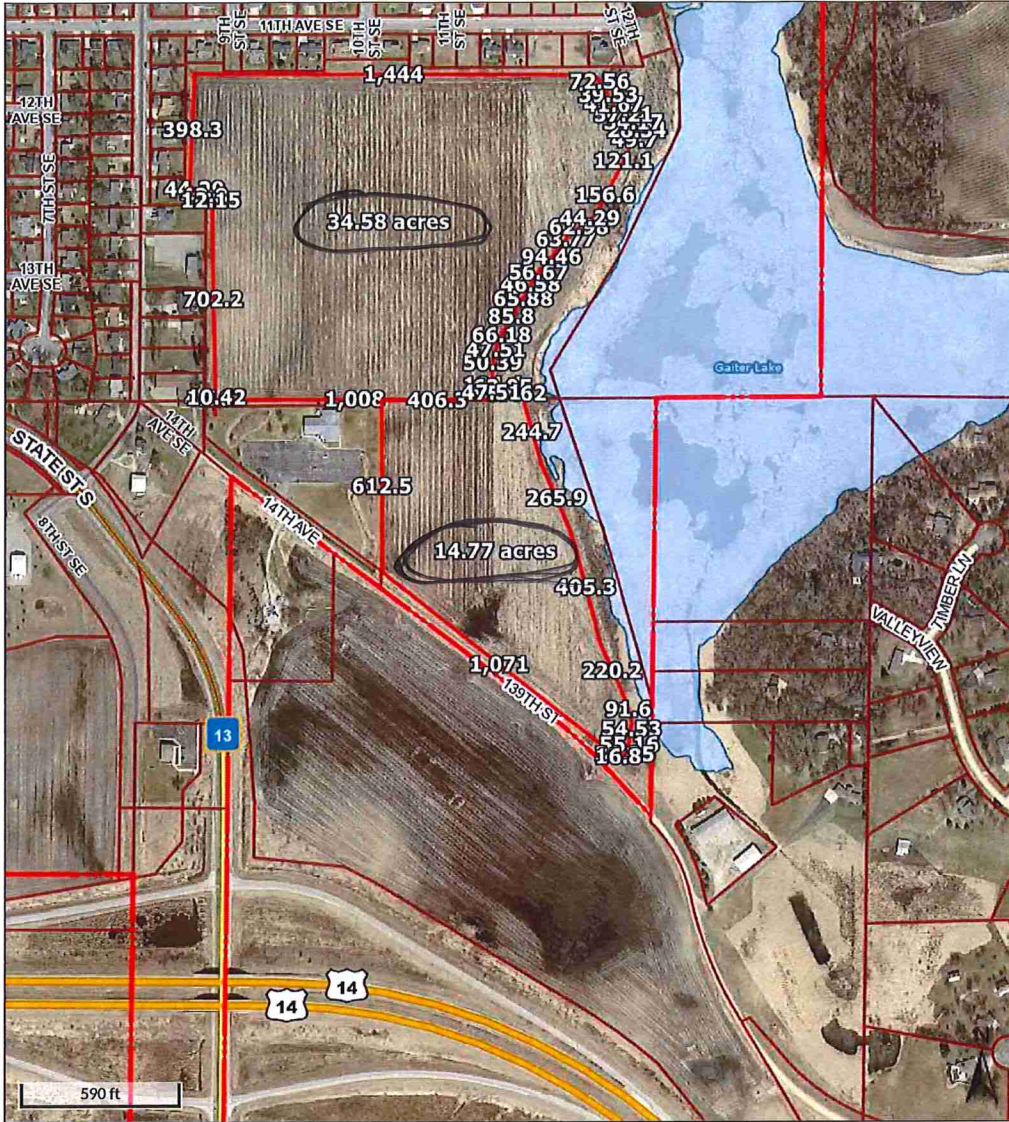
This form must be returned in a sealed envelope marked “CITY OF WASECA LEWER LAND LEASE” by 10:00 a.m. (Central Standard Time) on Thursday, December 28, 2023, to the Utilities Office at Waseca City Hall, 508 South State Street, Waseca, MN, 56093, at which time quotes will be publicly opened and read aloud. The City of Waseca reserves the right to award quotes and to reject any or all quotes in the best interests of the City and to waive any minor irregularities, informalities, or discrepancies. The submitted Quote **must** include both North Field and South Field. No quotes are allowed by fax or e-mail.

North Field and South Field approximate 49.0 acres @ \$_____ = \$_____.

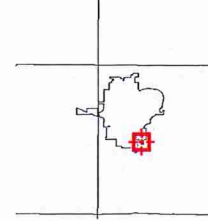
This quote is submitted by:

Printed Name Legal Signature Date

Mailing Address E-mail Address Cell Phone



Overview



Legend

- Parcels
- City Limits
- U.S. and State Hwy
- U.S. Hwy
- State Hwy
- County Hwy
- Local Streets
- County Road
- Township Road
- Municipal State Air
- City Street
- Private Street
- Ramp
- Lakes

Date created: 10/29/2022
 Last Data Uploaded: 10/29/2022 6:05:55 AM

Developed by Schneider
 GEOSPATIAL

NORTH FIELD
PID 17.017.0850
42.21 Acres

SOUTH FIELD
PID 17.020.0850
20.08 Acres

← CONSERVATION EASEMENT AREA →

← CONSERVATION EASEMENT AREA →

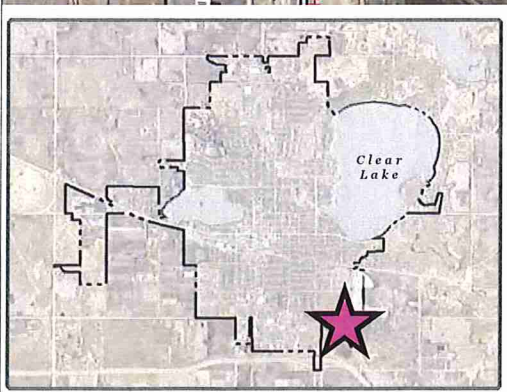
City Limits

City Limits

8th St SE

14th Ave SE

8th St SE



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

"LEWER FARM" FIELDS
Owners: City of Waseca
NOTE THAT NOT ALL ACRES
ARE USABLE FOR FARMING PRACTICES.