

**WORK SESSION: FINAL LEVY OPTIONS
AND REVIEW OF NOVEMBER 21, 2023
COUNCIL MEETING AGENDA - 6:30 PM**

REGULAR WASECA CITY COUNCIL MEETING
TUESDAY, NOVEMBER 21, 2023, 7:00 PM AGENDA

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

Those wishing to speak must state their name and address for the record. Each person will have three (3) minutes to make their remarks. Speakers will address all comments to the City Council as a whole 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.

5. REQUESTS AND PRESENTATIONS
 - A. Community Education- Paul DeMorett
6. CONSENT AGENDA
 - A. Minutes: Council Meeting – November 8, 2023
 - B. Payroll & Expenditures
 - C. Resolution 23-57: Residential Tax Abatement for 900 11th Street SE
 - D. Core Distinction Group Final Payment
 - E. Approval of 2024 Liquor, Tobacco, and Garbage License Renewals
 - F. Resolution 23-58: Variance for 612 10th Avenue SE
7. ACTION AGENDA
 - A. City Well Project 23-14 Bid Acceptance and Award
 - B. Support “Mayor for a Day” Essay Contest
8. REPORTS
 - A. City Manager’s Report
 - B. Commission Reports
9. ANNOUNCEMENTS
10. ADJOURNMENT

- 3) Councilmember Conrath motioned to approve Resolution 23-53: Authorize Change Order No. 1 and Project Contract, seconded by Schroeder. Motion carried 7-0.
- B. Councilmember Schroeder motioned to approve Resolution 23-52: Authorize a Feasibility Report for the 11th Avenue NW Rehabilitation Project (City Project No. 2024-02), seconded by Councilmember Conrath. Motion carried 7-0.
- C. Councilmember Ebertowski motioned to approve Resolution 23-49: Authorize a Joint City/Woodville Township Local Road Improvement Program (LRIP) Submittal for 14th Avenue SE/139th Street/345th Avenue, seconded by Schroeder. Motion carried 6-1. (Nay Mansfield)
- D. The City Engineer Nate Willey presented options on Resolution 23-48: Authorizing a Local Road Improvement Program (LRIP). Mansfield motioned to approve option no. 4 to submit an LRIP application for next year's 11th Avenue NW Rehabilitation Project. The reconstruction of 8th Street NE would then be deferred to a future LRIP, seconded by Councilmember Ebertowski. Motion carried 7-0.

REPORTS

- 8. A. City Manager's Report:
 - 1. In the agenda packet was an update on the Gaitor Lake Development conversation. A formal conversation on the topic will be brought back to the Council after the new year.
- B. Commission Reports:
 - 1. Fire Relief Board: Councilmember Conrath reported that they have a new member and secretary and that they discussed the fire pension plan.
 - 2. Airport Board: Councilmember Schroeder reported that they talked about the hangar resolutions that came before the council tonight. They are working through their leasing agreements, and the Excel project is to proceed in mid-December.
 - 3. Historic Preservation Commission: Councilmember Ebertowski reported that they talked about the Certified Local Government grant and the Waseca Tour project with the school and their equipment budget. The HPC voted to approve allowing additional funding for better equipment to enhance the final product of the walking tour. They also discussed the renovation of a building front on State Street.
 - 4. Economic Development Authority: Councilmember Mansfield reported that Tina Wilson met with people for a report on hotels in Waseca and how it could benefit the downtown. Mayor Zimmerman added that they also discussed the Department of Natural Resources (DNR) requirements for land in the downtown.

ANNOUNCEMENTS

- 9. A. Councilmember Arndt:
 - Congratulations to the Waseca football team on going to state.
- B. Councilmember Christansen:
 - Thank you to the staff for picking up the leaves.
- C. Councilmember Mansfield:
 - Congratulations to Councilmember Ebertowski on the birth of his daughter.
- Councilmember Ebertowski:
 - November 1st at 8:01 am, the population of Waseca grew by one.
- D. Councilmember Conrath:
 - The staff open enrollment luncheon was a success.
- E. Mayor Zimmerman:
 - Thursday, Friday, and Sunday afternoons, there will be the indoor marching band event.
 - Thursday, Friday, and Saturday, the high school will be presenting their play.

ADJOURNMENT

10. There being no further business to be brought before the Council, Councilmember Arndt moved to adjourn the meeting at 7:57 p.m., seconded by Conrath. Motion carried 7-0.

RANDY L. ZIMMERMAN
MAYOR

JULIA HALL
CITY CLERK

Mural Fischer

6B

LIST OF EXPENDITURES

November 21, 2023



City Council	4,250.00
Streets	29,049.09
Parks	12,724.09
Wastewater	12,240.51
Utility Administration	9,425.95
Utility Offices	8,162.43
Electric	15,134.27
Water	4,832.29
Building and Code Compliance	3,040.70
Police	67,518.82
Administration	0.00
Community Aides	418.32
Fire	10,739.85
Paid On Call Fire Department	0.00
PEG	287.08
Election Judges	2,240.44
Finance	13,743.31
Community Development	2,816.47
Engineering	18,010.29
Recreation	2,556.25
Econ Development	<u>3,217.65</u>

Total Gross Payroll	220,407.81
*Less- Payroll Deductions	<u>(72,278.58)</u>

Net Payroll Cost \$ 148,129.23

*These costs are included in Accounts Payable totals below

Accounts Payable

Utility deposit refunds dated:

Includes check #'s

Expenditures dated:

November 04, 2023-November 16, 2023

Includes check #'s 159799-159832

Bank ACH Withdrawals..... 742,011.39

GRAND TOTAL EXPENDITURES \$ 890,140.62

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
General Fund					
11/16/2023	159801	Cahill, Gail	2024 Park Reservation Reimbursement-tax	101-20210-0000	2.06
Total 101202100000:					2.06
11/16/2023	112327	ACH Internal Revenue Service	FEDERAL WITHHOLDING TAX Pay Period: 11/12/2023	101-21701-0000	20,807.18 M
Total 101217010000:					20,807.18
11/16/2023	112323	MN Department of Revenue	STATE WITHHOLDING TAX Pay Period: 11/12/2023	101-21702-0000	9,936.09 M
Total 101217020000:					9,936.09
11/16/2023	112327	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 11/12/2023	101-21703-0000	7,814.00 M
11/16/2023	112327	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 11/12/2023	101-21703-0000	8,235.49 M
Total 101217030000:					16,049.49
11/16/2023	112324	Public Employees Retirement Assn (ACH	PERA COORD Emplr 1% Pay Period: 11/12/2023	101-21704-0000	1,346.84 M
11/16/2023	112324	Public Employees Retirement Assn (ACH	Rounding 11/16/2023	101-21704-0000	.07 M
11/16/2023	112324	Public Employees Retirement Assn (ACH	PERA COORDINATED Employee Pay Period: 11/12/20	101-21704-0000	8,754.75 M
11/16/2023	112324	Public Employees Retirement Assn (ACH	PERA POLICE Employee Pay Period: 11/12/2023	101-21704-0000	8,356.27 M
11/16/2023	112324	Public Employees Retirement Assn (ACH	DEF CONTRIBUTION/EMPL Pay Period: 11/12/2023	101-21704-0000	58.70 M
11/16/2023	112324	Public Employees Retirement Assn (ACH	PERA COORDINATED Employer Pay Period: 11/12/20	101-21704-0000	8,754.75 M
11/16/2023	112324	Public Employees Retirement Assn (ACH	PERA POLICE Employer Pay Period: 11/12/2023	101-21704-0000	12,534.40 M
11/16/2023	112324	Public Employees Retirement Assn (ACH	DEF CONT Employer Pay Period: 11/12/2023	101-21704-0000	58.70 M
Total 101217040000:					39,864.48
11/16/2023	159799	NCPERS Minnesota - 8266711	LIFE INSURANCE - PERA Pay Period: 11/12/2023	101-21711-0000	208.00
Total 101217110000:					208.00
11/16/2023	112327	ACH Internal Revenue Service	MEDICARE Pay Period: 11/12/2023	101-21712-0000	2,911.59 M
11/16/2023	112327	ACH Internal Revenue Service	MEDICARE Pay Period: 11/12/2023	101-21712-0000	3,010.17 M
Total 101217120000:					5,921.76
11/16/2023	112328	MSRS- (DEF COMP)	MSRS - ROTH (AFTER TAX) Pay Period: 11/12/2023	101-21713-0000	1,325.00 M
11/16/2023	112328	MSRS- (DEF COMP)	MSRS - DEF COMP Pay Period: 11/12/2023	101-21713-0000	3,049.00 M
Total 101217130000:					4,374.00
11/16/2023	112326	Vantagepoint Transfer Agents 457	ICMA - ROTH (AFTER TAX) Pay Period: 11/12/2023	101-21714-0000	350.00 M
11/16/2023	112326	Vantagepoint Transfer Agents 457	ICMA DEF COMPENSATION Pay Period: 11/12/2023	101-21714-0000	435.00 M
Total 101217140000:					785.00
11/16/2023	112332	Colonial Life & Accident Insurance Co	COLONIAL LIFE Pay Period: 11/12/2023	101-21715-0000	1,000.61 M
11/16/2023	112332	Colonial Life & Accident Insurance Co	COLONIAL LIFE Pay Period: 10/29/2023	101-21715-0000	938.61 M
Total 101217150000:					1,939.22
11/16/2023	112321	Medsurety	Flex Reimbursement	101-21716-0000	1,080.25 M
11/16/2023	112329	Medsurety	HSA Contribution Pay Period: 11/12/2023	101-21716-0000	1,872.27 M

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Total 101217160000:					2,952.52	
11/16/2023	112325	MN Child Support Payment Center	CHILD SUPPORT FLAT AMT Pay Period: 11/12/2023	101-21717-0000	1,005.07	M
Total 101217170000:					1,005.07	
11/16/2023	112331	Family Medical Care Plan	FMCP Single Pay Period: 10/29/2023	101-21720-0000	22.48	M
11/16/2023	112331	Family Medical Care Plan	FMCP Single Pay Period: 11/12/2023	101-21720-0000	22.47	M
11/16/2023	112331	Family Medical Care Plan	FMCP Single Pay Period: 10/29/2023	101-21720-0000	427.03	M
11/16/2023	112331	Family Medical Care Plan	FMCP Single Pay Period: 11/12/2023	101-21720-0000	427.02	M
11/16/2023	112330	United Healthcare	UHC Family Pay Period: 11/12/2023	101-21720-0000	17,500.00	M
11/16/2023	112330	United Healthcare	Amendariz COBRA November 2023	101-21720-0000	847.14	M
11/16/2023	112330	United Healthcare	Gedicke COBRA November 2023	101-21720-0000	847.14	M
11/16/2023	112330	United Healthcare	Grotberg COBRA November 2023	101-21720-0000	847.14	M
11/16/2023	112330	United Healthcare	Sexton COBRA November 2023	101-21720-0000	847.14	M
11/16/2023	112330	United Healthcare	UHC Family Pay Period: 10/29/2023	101-21720-0000	17,500.00	M
11/16/2023	112330	United Healthcare	Matson COBRA November 2023	101-21720-0000	847.14	M
11/16/2023	112330	United Healthcare	UHC Single Pay Period: 10/29/2023	101-21720-0000	13,977.81	M
11/16/2023	112330	United Healthcare	UHC Single Pay Period: 11/12/2023	101-21720-0000	13,977.81	M
11/16/2023	112330	United Healthcare	UHC Employee + 1 Pay Period: 11/12/2023	101-21720-0000	321.03	M
11/16/2023	112330	United Healthcare	UHC Employee + 1 Pay Period: 10/29/2023	101-21720-0000	321.12	M
11/16/2023	112330	United Healthcare	UHC Employee + 1 Pay Period: 11/12/2023	101-21720-0000	7,875.00	M
11/16/2023	112330	United Healthcare	UHC Employee + 1 Pay Period: 10/29/2023	101-21720-0000	7,875.00	M
11/16/2023	112330	United Healthcare	UHC Family Pay Period: 11/12/2023	101-21720-0000	942.20	M
11/16/2023	112330	United Healthcare	UHC Family Pay Period: 10/29/2023	101-21720-0000	942.34	M
Total 101217200000:					86,367.01	
11/16/2023	112331	Family Medical Care Plan	FMCP Family Pay Period: 10/29/2023	101-21724-0000	351.00	M
11/16/2023	112331	Family Medical Care Plan	FMCP Family Pay Period: 11/12/2023	101-21724-0000	351.00	M
11/16/2023	112331	Family Medical Care Plan	FMCP Family Pay Period: 10/29/2023	101-21724-0000	3,159.00	M
11/16/2023	112331	Family Medical Care Plan	FMCP Family Pay Period: 11/12/2023	101-21724-0000	3,159.00	M
Total 101217240000:					7,020.00	
11/16/2023	159801	Cahill, Gail	2024 Park Reservation Reimbursement	101-34785-0000	27.94	
11/16/2023	159813	Frias, Yessenia	Refund for Park reservation pavilion switch	101-34785-0000	20.00	
Total 101347850000:					47.94	
11/16/2023	20230952	U.S. Bank - CC	Mayor name plates for Srp & Zimmerman for chambers	101-41110-2000	27.36	
11/16/2023	20230952	U.S. Bank - CC	Picture of Mayor Zimmerman for Council Chambers	101-41110-2000	7.62	
Total 101411102000:					34.98	
11/16/2023	20230952	U.S. Bank - CC	Snack items for legislative visit	101-41110-2170	145.46	
Total 101411102170:					145.46	
11/16/2023	20230923	Discover Waseca Tourism	September Lodging Tax	101-41110-4440	2,614.44	
Total 101411104440:					2,614.44	
11/16/2023	20230930	Innovative Office Supply	Business Cards	101-41320-2000	28.06	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101413202000:					28.06
11/16/2023	20230936	Martin-McAllister	Management Coaching	101-41320-3000	350.00
Total 101413203000:					350.00
11/16/2023	159806	Core Distinction Group LLC	Hotel feasibility study	101-41320-3100	7,500.00
Total 101413203100:					7,500.00
11/16/2023	159815	Hy-Vee Accounts Receivable	Active shooter training refreshments	101-41320-4940	89.76
Total 101413204940:					89.76
11/16/2023	112320	Medsurety	Admin Fees	101-41500-1600	183.00 M
Total 101415001600:					183.00
11/16/2023	20230916	Abdo	HR Consulting Services	101-41500-3000	4,012.00
11/16/2023	20230916	Abdo	PMP Development & Rollout	101-41500-3000	5,500.00
Total 101415003000:					9,512.00
11/16/2023	20230926	Flaherty & Hood PA	October Labor and Employment Services	101-41600-3000	3,472.50
11/16/2023	20230933	Kennedy & Kennedy Law Office	October Legal Fees	101-41600-3000	1,536.00
11/16/2023	159822	ScanSTAT Technologies	Records retrieval-Armendariz	101-41600-3000	28.50
11/16/2023	159825	State of Minnesota Office Admin Hearing	Prehearing Order	101-41600-3000	122.50
Total 101416003000:					5,159.50
11/16/2023	20230939	Metro Sales Inc.	Maintenance Agreement	101-41920-3100	2,054.63
11/16/2023	20230939	Metro Sales Inc.	Maintenance Agreement	101-41920-3100	692.88
Total 101419203100:					2,747.51
11/16/2023	20230952	U.S. Bank - CC	Monthly subscription	101-41920-4950	142.96
Total 101419204950:					142.96
11/16/2023	20230930	Innovative Office Supply	Office supplies	101-41940-2000	39.03
Total 101419402000:					39.03
11/16/2023	20230930	Innovative Office Supply	Breakroom supplies	101-41940-2170	157.34
Total 101419402170:					157.34
11/16/2023	159803	Cintas Corp	Floor Mats	101-41940-3100	58.79
11/16/2023	159808	Culligan	RO Lease	101-41940-3100	31.85
11/16/2023	20230945	Siemens Industry Inc	Fire Alarm Service Agreement - 2012	101-41940-3100	1,076.00
11/16/2023	20230947	Stoltz Cleaning Services LLC	City Hall Cleaning	101-41940-3100	475.00
11/16/2023	20230947	Stoltz Cleaning Services LLC	City Hall Cleaning	101-41940-3100	475.00
11/16/2023	20230957	Waste Management of Southern MN	Monthly Service	101-41940-3100	227.58

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101419403100:					2,344.22
11/16/2023	20230931	Javens Mechanical Contracting Co.	HVAC repair	101-41940-4000	804.28
Total 101419404000:					804.28
11/16/2023	20230952	U.S. Bank - CC	Marketing items for legislative visit	101-41950-2170	816.19
11/16/2023	20230955	Waseca Area Chamber of Commerce	Chamber Business Meeting	101-41950-2170	30.00
Total 101419502170:					846.19
11/16/2023	20230958	WSB & Associates Inc	Planning Services	101-41950-3000	98.25
Total 101419503000:					98.25
11/16/2023	112333	Verizon Wireless	Monthly Billing	101-41950-3200	20.61 M
Total 101419503200:					20.61
11/16/2023	20230930	Innovative Office Supply	Office Supplies - Police paper products	101-42100-2000	110.44
Total 101421002000:					110.44
11/16/2023	20230952	U.S. Bank - CC	Gas for squad during training	101-42100-2120	50.19
11/16/2023	159831	Waseca County Highway Department	Monthly billing	101-42100-2120	2,773.84
Total 101421002120:					2,824.03
11/16/2023	20230952	U.S. Bank - CC	Certified Letter to North State Apartements	101-42100-2170	8.56
11/16/2023	20230952	U.S. Bank - CC	Blood Test Kit	101-42100-2170	17.45
11/16/2023	20230952	U.S. Bank - CC	Evidence tubes/bags *need updated receipt	101-42100-2170	79.05
11/16/2023	20230952	U.S. Bank - CC	Janitorial supplies	101-42100-2170	64.29
11/16/2023	20230952	U.S. Bank - CC	Accidental Charge-Reimbursed city on 11.07.2023	101-42100-2170	21.91
Total 101421002170:					191.26
11/16/2023	20230948	Streicher's	Uniform expense - Kaplan	101-42100-2180	192.96
Total 101421002180:					192.96
11/16/2023	20230945	Siemens Industry Inc	Fire Alarm testing PD	101-42100-2230	228.00
Total 101421002230:					228.00
11/16/2023	159803	Cintas Corp	Mats - PD	101-42100-3100	8.99
11/16/2023	159808	Culligan	Culligan Police	101-42100-3100	32.95
11/16/2023	20230957	Waste Management of Southern MN	Monthly Service	101-42100-3100	120.53
Total 101421003100:					162.47
11/16/2023	112333	Verizon Wireless	Monthly Billing	101-42100-3200	1,066.25 M
11/16/2023	112333	Verizon Wireless	Monthly Billing	101-42100-3200	41.23 M
Total 101421003200:					1,107.48

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
11/16/2023	20230952	U.S. Bank - CC	Meal while at training	101-42100-3300	14.30
11/16/2023	20230952	U.S. Bank - CC	Meal while at training	101-42100-3300	14.30
11/16/2023	20230952	U.S. Bank - CC	Meal while at training	101-42100-3300	11.88
11/16/2023	20230952	U.S. Bank - CC	Meal while at training	101-42100-3300	14.30
11/16/2023	20230952	U.S. Bank - CC	Meal while at training	101-42100-3300	11.73
11/16/2023	20230952	U.S. Bank - CC	DMT-G Recertification training	101-42100-3300	75.00
11/16/2023	20230952	U.S. Bank - CC	Hotel while at training	101-42100-3300	777.16
11/16/2023	20230952	U.S. Bank - CC	Hotel while at training	101-42100-3300	778.55
Total 101421003300:					1,697.22
11/16/2023	159827	Thomson Reuters - West	CLEAR - WPD	101-42100-4330	309.56
Total 101421004330:					309.56
11/16/2023	20230952	U.S. Bank - CC	Candy for treats on the streets	101-42100-4640	270.23
Total 101421004640:					270.23
11/16/2023	159831	Waseca County Highway Department	Monthly billing	101-42200-2120	198.79
Total 101422002120:					198.79
11/16/2023	20230919	Batteries Plus Bulbs	airpack batteries	101-42200-2170	90.72
11/16/2023	20230952	U.S. Bank - CC	Dry Clean Flag	101-42200-2170	57.91
Total 101422002170:					148.63
11/16/2023	20230945	Siemens Industry Inc	Fire Alarm testing FD	101-42200-2230	228.00
Total 101422002230:					228.00
11/16/2023	159803	Cintas Corp	Mats - FD	101-42200-3100	8.98
11/16/2023	20230938	Med Compass	Fire Fit and Medical Testing	101-42200-3100	210.00
11/16/2023	20230957	Waste Management of Southern MN	Monthly Service	101-42200-3100	120.53
Total 101422003100:					339.51
11/16/2023	112333	Verizon Wireless	Monthly Billing	101-42200-3200	46.23 M
Total 101422003200:					46.23
11/16/2023	20230952	U.S. Bank - CC	Lodging while at Chief's conference	101-42200-3300	989.76
11/16/2023	20230952	U.S. Bank - CC	Lodging while at Chief's conference	101-42200-3300	989.76
Total 101422003300:					1,979.52
11/16/2023	159802	Centerpoint Energy	Monthly Service	101-42200-3800	21.07
Total 101422003800:					21.07
11/16/2023	20230922	City Building Inspection Services LLC	Building Inspections	101-42400-3000	14,652.49
Total 101424003000:					14,652.49
11/16/2023	20230934	Lenz Lawn Care & Landscaping Inc.	Mow/Trim outlet A	101-42400-3100	56.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
11/16/2023	20230934	Lenz Lawn Care & Landscaping Inc.	Property abatement - 501 3rd St NE	101-42400-3100	5,774.08
Total 101424003100:					5,830.08
11/16/2023	112333	Verizon Wireless	Monthly Billing	101-42400-3200	41.23 M
Total 101424003200:					41.23
11/16/2023	159814	GS Direct Inc.	Paper for plotter	101-43000-2000	216.73
Total 101430002000:					216.73
11/16/2023	159831	Waseca County Highway Department	Monthly billing	101-43000-2120	53.87
Total 101430002120:					53.87
11/16/2023	112333	Verizon Wireless	Monthly Billing	101-43000-3200	41.23 M
Total 101430003200:					41.23
11/16/2023	20230952	U.S. Bank - CC	Office supplies	101-43100-2000	86.22
Total 101431002000:					86.22
11/16/2023	20230928	H & J Fuel Inc	fuel	101-43100-2120	3,611.14
11/16/2023	159831	Waseca County Highway Department	Monthly billing	101-43100-2120	2,721.81
11/16/2023	159831	Waseca County Highway Department	Monthly billing	101-43100-2120	204.91
Total 101431002120:					6,537.86
11/16/2023	20230919	Batteries Plus Bulbs	dorr opener batteries	101-43100-2170	64.56
11/16/2023	159804	Cintas Corporation	First Aid Supplies	101-43100-2170	53.29
11/16/2023	159808	Culligan	Water	101-43100-2170	20.85
11/16/2023	20230941	Napa Auto Parts	Parts	101-43100-2170	38.00
11/16/2023	20230944	Share Corporation	spray cleaner	101-43100-2170	144.91
11/16/2023	20230952	U.S. Bank - CC	St.Cloud fall expo registration for 9 street dept members	101-43100-2170	270.00
11/16/2023	20230956	Waseca Hardware LLC	Parts & Supplies	101-43100-2170	.48
Total 101431002170:					592.09
11/16/2023	159817	Manthe Garage Doors	garage door repair	101-43100-2230	217.50
Total 101431002230:					217.50
11/16/2023	20230917	Amazon	Ratchet	101-43100-2400	125.99
11/16/2023	20230941	Napa Auto Parts	Parts	101-43100-2400	2.83
Total 101431002400:					128.82
11/16/2023	159830	Vault Health	DOT Screening	101-43100-3100	61.16
11/16/2023	159830	Vault Health	Random Screenings	101-43100-3100	115.14
11/16/2023	20230957	Waste Management of Southern MN	Monthly Service	101-43100-3100	203.33
Total 101431003100:					379.63
11/16/2023	159802	Centerpoint Energy	Monthly Service	101-43100-3800	21.07

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101431003800:					21.07
11/16/2023	20230952	U.S. Bank - CC	Lunch smart salting training	101-43125-2170	75.11
Total 101431252170:					75.11
11/16/2023	20230956	Waseca Hardware LLC	Parts & Supplies	101-45130-2210	23.59
Total 101451302210:					23.59
11/16/2023	20230952	U.S. Bank - CC	Plumbing parts for Waterpark boiler	101-45130-4000	209.90
Total 101451304000:					209.90
11/16/2023	159831	Waseca County Highway Department	Monthly billing	101-45200-2120	2,328.15
Total 101452002120:					2,328.15
11/16/2023	159808	Culligan	Park Dept Water	101-45200-2170	57.00
11/16/2023	20230941	Napa Auto Parts	Parts	101-45200-2170	158.22
11/16/2023	20230956	Waseca Hardware LLC	Parts & Supplies	101-45200-2170	80.05
Total 101452002170:					295.27
11/16/2023	20230924	Dushaw, Bradley J	Uniform Allowance	101-45200-2180	234.95
Total 101452002180:					234.95
11/16/2023	20230952	U.S. Bank - CC	Steel Toe Waders for Lake Projects	101-45200-2190	303.98
Total 101452002190:					303.98
11/16/2023	20230956	Waseca Hardware LLC	Parts & Supplies	101-45200-2400	199.99
Total 101452002400:					199.99
11/16/2023	20230932	Jobs Plus Inc.	City Parks - October Cleaning	101-45200-3100	467.46
11/16/2023	159819	Morsching Tree Service Inc	Tree Removal in alley on 5th St SE	101-45200-3100	1,800.00
11/16/2023	159830	Vault Health	DOT Screening	101-45200-3100	122.32
11/16/2023	20230957	Waste Management of Southern MN	Monthly Service	101-45200-3100	31.74
11/16/2023	20230957	Waste Management of Southern MN	October - Parks Waste Management	101-45200-3100	1,368.75
Total 101452003100:					3,790.27
11/16/2023	20230952	U.S. Bank - CC	Tree Inspector Recertifications	101-45200-3300	200.00
Total 101452003300:					200.00
11/16/2023	20230956	Waseca Hardware LLC	Parts & Supplies	101-45200-4000	119.90
Total 101452004000:					119.90
11/16/2023	159800	Bock's Service Inc.	Tire repair	101-45200-4040	26.50

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101452004040:					26.50
11/16/2023	159818	MN Department of Agriculture	Tree Care Registry Renewal	101-45200-4330	25.00
11/16/2023	20230952	U.S. Bank - CC	Annual Tree Care Registry	101-45200-4330	25.56
Total 101452004330:					50.56
11/16/2023	20230947	Stoltz Cleaning Services LLC	Library Cleaning	101-45500-3100	250.00
11/16/2023	20230947	Stoltz Cleaning Services LLC	Library Cleaning	101-45500-3100	250.00
11/16/2023	20230957	Waste Management of Southern MN	Library service	101-45500-3100	86.25
Total 101455003100:					586.25
Total General Fund:					277,396.05
Airport					
11/16/2023	159831	Waseca County Highway Department	Monthly billing	230-49810-2120	162.16
Total 230498102120:					162.16
11/16/2023	20230956	Waseca Hardware LLC	Parts & Supplies	230-49810-2170	54.95
Total 230498102170:					54.95
11/16/2023	20230952	U.S. Bank - CC	New door & handle for box hangar	230-49810-2230	436.24
Total 230498102230:					436.24
11/16/2023	20230933	Kennedy & Kennedy Law Office	October Legal Fees	230-49810-3000	120.00
11/16/2023	20230950	Toltz King Duvall Anderson & Assoc Inc.	4-Unit Hangar Construction Engineering	230-49810-3000	824.73
Total 230498103000:					944.73
Total Airport:					1,598.08
Economic Development-General f					
11/16/2023	20230926	Flaherty & Hood PA	EDA Land Sale Review	261-46700-3000	231.25
Total 261467003000:					231.25
11/16/2023	112333	Verizon Wireless	Monthly Billing	261-46700-3200	20.62 M
Total 261467003200:					20.62
11/16/2023	20230952	U.S. Bank - CC	Flight to consultant's form in Florida	261-46700-3300	343.90
11/16/2023	20230952	U.S. Bank - CC	Taxi from airport to hotel	261-46700-3300	56.40
11/16/2023	20230952	U.S. Bank - CC	Lunch while at Women in Econ Development conferenc	261-46700-3300	30.96
11/16/2023	20230952	U.S. Bank - CC	Dinner while at Women in Econ Development conferenc	261-46700-3300	29.53
11/16/2023	20230952	U.S. Bank - CC	Parking while at Conference in Chicago	261-46700-3300	90.00
11/16/2023	20230952	U.S. Bank - CC	Lodging while at Women's conference in Chicago	261-46700-3300	561.18
Total 261467003300:					1,111.97
Total Economic Development-General f:					1,363.84

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Capital Improvement					
11/16/2023	20230946	Stantec Consulting Services Inc	Construction Inspection	430-43010-5435	1,109.33
Total 430430105435:					1,109.33
Total Capital Improvement:					1,109.33
Gaiter Lake Land Development					
11/16/2023	159809	Dorsey & Whitney Corporation	GLLD Incentive Review	437-46340-3000	2,620.00
11/16/2023	20230926	Flaherty & Hood PA	GLLD - Johnson Lot	437-46340-3000	231.25
11/16/2023	20230946	Stantec Consulting Services Inc	GLLD ALTA Survey	437-46340-3000	7,346.25
11/16/2023	20230946	Stantec Consulting Services Inc	GLLD wetland delineation	437-46340-3000	344.00
11/16/2023	20230946	Stantec Consulting Services Inc	Eng Services - GLLD Concept Layout & Feasibility Repo	437-46340-3000	7,618.22
Total 437463403000:					18,159.72
Total Gaiter Lake Land Development:					18,159.72
Water					
11/16/2023	159811	Ferguson Enterprises	Fluoride pump parts	601-49401-2210	573.00
Total 601494012210:					573.00
11/16/2023	159832	Xcel Energy	Monthly Service	601-49401-3800	177.66
Total 601494013800:					177.66
11/16/2023	112327	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 11/12/2023	601-49430-0000	421.49 M
11/16/2023	112327	ACH Internal Revenue Service	MEDICARE Pay Period: 11/12/2023	601-49430-0000	98.58 M
Total 601494300000:					520.07
11/16/2023	159831	Waseca County Highway Department	Monthly billing	601-49430-2120	286.08
Total 601494302120:					286.08
11/16/2023	20230952	U.S. Bank - CC	Sanitizer for TC Samples	601-49430-2170	36.30
11/16/2023	20230956	Waseca Hardware LLC	Parts & Supplies	601-49430-2170	43.48
Total 601494302170:					79.78
11/16/2023	20230952	U.S. Bank - CC	eye glass frames for respirators	601-49430-2180	413.54
Total 601494302180:					413.54
11/16/2023	20230941	Napa Auto Parts	Parts	601-49430-2210	25.50
Total 601494302210:					25.50
11/16/2023	20230927	Gopher State One-Call Inc	Location calls - October	601-49430-3100	51.30
11/16/2023	20230954	Utility Consultants Inc	Total Coliform sampling	601-49430-3100	207.96
Total 601494303100:					259.26
11/16/2023	112333	Verizon Wireless	Monthly Billing	601-49430-3200	40.01 M

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 601494303200:					40.01
11/16/2023	20230952	U.S. Bank - CC	Meal while at water training	601-49430-3300	15.06
11/16/2023	20230952	U.S. Bank - CC	Meal while at water training	601-49430-3300	20.00
11/16/2023	20230952	U.S. Bank - CC	Meal while at water training	601-49430-3300	22.16
11/16/2023	20230952	U.S. Bank - CC	Meal while at water training	601-49430-3300	15.24
11/16/2023	20230952	U.S. Bank - CC	Lodging while at water training	601-49430-3300	354.78
Total 601494303300:					427.24
11/16/2023	20230930	Innovative Office Supply	Office supplies	601-49585-2000	23.18
Total 601495852000:					23.18
11/16/2023	20230939	Metro Sales Inc.	Maintenance Agreement	601-49585-3000	228.29
11/16/2023	20230939	Metro Sales Inc.	Maintenance Agreement	601-49585-3000	46.19
Total 601495853000:					274.48
11/16/2023	20230937	MAS Communications Inc.	Answering Service - November	601-49585-3200	56.37
11/16/2023	159828	U.S. Postal Service	Postage address Correction Requested	601-49585-3200	40.00
Total 601495853200:					96.37
11/16/2023	20230952	U.S. Bank - CC	Intermediate Excel Class-Ferguson	601-49585-3300	147.00
Total 601495853300:					147.00
11/16/2023	159805	City of Waseca	Summit AR	601-49585-4320	1.80
11/16/2023	159826	Summit Account Resolution	Collection Fees	601-49585-4320	27.71
Total 601495854320:					29.51
11/16/2023	20230946	Stantec Consulting Services Inc	Grant Application Research	601-49586-3000	1,694.00
Total 601495863000:					1,694.00
11/16/2023	20230918	APG Media of So MN LLC	Advertisement for Bids-Well maintenance Project	601-49586-3400	97.50
Total 601495863400:					97.50
11/16/2023	20230946	Stantec Consulting Services Inc	Well Project	601-49593-5400	4,490.50
Total 601495935400:					4,490.50
Total Water:					9,654.68
Sanitary Sewer					
11/16/2023	20230927	Gopher State One-Call Inc	Location calls - October	602-49470-3100	51.30
Total 602494703100:					51.30
11/16/2023	112333	Verizon Wireless	Monthly Billing	602-49470-3200	40.01 M
11/16/2023	112333	Verizon Wireless	Monthly Billing	602-49470-3200	120.03 M
11/16/2023	112333	Verizon Wireless	Monthly Billing	602-49470-3200	80.02 M

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 602494703200:					240.06
11/16/2023	159812	Flexible Pipe Tool & Equipment	Jetter Nozzle	602-49470-4000	1,322.95
11/15/2023	20230875	Flexible Pipe Tool Company	Jetter Nozzle	602-49470-4000	1,322.95- V
Total 602494704000:					.00
11/16/2023	159810	Double A Custom Pumping Inc	Biosolids Application	602-49480-2150	8,814.63
Total 602494802150:					8,814.63
11/16/2023	20230952	U.S. Bank - CC	Lab supplies	602-49480-2170	38.69
11/16/2023	20230952	U.S. Bank - CC	Clamps	602-49480-2170	25.73
11/16/2023	20230952	U.S. Bank - CC	Dumpster Liners	602-49480-2170	147.64
11/16/2023	20230953	USA Blue Book	Lab Supplies	602-49480-2170	441.10
11/16/2023	20230953	USA Blue Book	Lab Supplies	602-49480-2170	199.75-
11/16/2023	20230953	USA Blue Book	Lab Supplies	602-49480-2170	442.81
11/16/2023	20230953	USA Blue Book	Lab Supplies	602-49480-2170	263.28
Total 602494802170:					1,159.50
11/16/2023	20230941	Napa Auto Parts	Parts	602-49480-2210	134.97
11/16/2023	20230952	U.S. Bank - CC	Air Filters	602-49480-2210	186.96
Total 602494802210:					321.93
11/16/2023	20230931	Javens Mechanical Contracting Co.	Javens Service Contract	602-49480-3100	200.00
11/16/2023	20230935	M & R Electric Inc.	electric controls	602-49480-3100	302.60
11/16/2023	20230942	North Shore Analytical Inc.	Permit Testing	602-49480-3100	285.00
11/16/2023	159823	Spee-Dee Delivery Service Inc.	Permit sampling	602-49480-3100	18.79
11/16/2023	20230954	Utility Consultants Inc	Lab Testing	602-49480-3100	3,418.56
11/16/2023	20230957	Waste Management of Southern MN	wwtp garbage	602-49480-3100	406.05
Total 602494803100:					4,631.00
11/16/2023	112333	Verizon Wireless	Monthly Billing	602-49480-3200	177.71 M
Total 602494803200:					177.71
11/16/2023	20230952	U.S. Bank - CC	Pump Workshop-Benson	602-49480-3300	130.00
11/16/2023	20230952	U.S. Bank - CC	Service Fee on Pump Workshop registration payment	602-49480-3300	2.80
Total 602494803300:					132.80
11/16/2023	159824	SSI Crestmark MN Holding LLC	SolarPower	602-49480-3800	10,669.36
11/16/2023	159829	USS MN V MT LLC	Solar Power	602-49480-3800	2,170.79
Total 602494803800:					12,840.15
11/16/2023	20230930	Innovative Office Supply	Office supplies	602-49585-2000	23.18
Total 602495852000:					23.18
11/16/2023	20230939	Metro Sales Inc.	Maintenance Agreement	602-49585-3000	228.29
11/16/2023	20230939	Metro Sales Inc.	Maintenance Agreement	602-49585-3000	46.19

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 602495853000:					274.48
11/16/2023	20230937	MAS Communications Inc.	Answering Service - November	602-49585-3200	56.36
11/16/2023	159828	U.S. Postal Service	Postage address Correction Requested	602-49585-3200	40.00
Total 602495853200:					96.36
11/16/2023	159805	City of Waseca	Summit AR	602-49585-4320	3.45
11/16/2023	159826	Summit Account Resolution	Collection Fees	602-49585-4320	53.10
Total 602495854320:					56.55
11/16/2023	20230926	Flaherty & Hood PA	Conagra Land Purchase	602-49586-3000	1,572.50
11/16/2023	20230946	Stantec Consulting Services Inc	Grant Application Research	602-49586-3000	1,694.00
11/16/2023	159830	Vault Health	DOT Screening	602-49586-3000	122.32
Total 602495863000:					3,388.82
11/16/2023	20230946	Stantec Consulting Services Inc	Conagra Wastewater Expansion	602-49593-5300	614.50
Total 602495935300:					614.50
Total Sanitary Sewer:					32,822.97
Electric Utility					
11/16/2023	159821	Peterson, Michael	Energy star rebate	604-37180-3720	2,117.00
Total 604371803720:					2,117.00
11/16/2023	112322	SMMPA	SMMPA Power	604-49550-3810	379,460.12 M
Total 604495503810:					379,460.12
11/16/2023	20230929	High Voltage Equipment Diagnostics Inc.	Substation Annual Testing	604-49570-3100	7,466.44
Total 604495703100:					7,466.44
11/16/2023	159831	Waseca County Highway Department	Monthly billing	604-49571-2120	502.34
Total 604495712120:					502.34
11/16/2023	20230941	Napa Auto Parts	Parts	604-49571-2170	37.44
11/16/2023	20230956	Waseca Hardware LLC	Parts & Supplies	604-49571-2170	59.88
Total 604495712170:					97.32
11/16/2023	20230941	Napa Auto Parts	Parts	604-49571-2400	8.98
Total 604495712400:					8.98
11/16/2023	20230927	Gopher State One-Call Inc	Location calls - October	604-49571-3100	51.30
11/16/2023	20230947	Stoltz Cleaning Services LLC	Electric room cleaning	604-49571-3100	20.00
11/16/2023	20230947	Stoltz Cleaning Services LLC	Electric room cleaning	604-49571-3100	20.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 604495713100:					91.30
11/16/2023	112333	Verizon Wireless	Monthly Billing	604-49571-3200	120.03 M
Total 604495713200:					120.03
11/16/2023	159832	Xcel Energy	Monthly Service	604-49574-3800	568.58
Total 604495743800:					568.58
11/16/2023	20230930	Innovative Office Supply	Office supplies	604-49585-2000	23.19
Total 604495852000:					23.19
11/16/2023	20230939	Metro Sales Inc.	Maintenance Agreement	604-49585-3000	228.29
11/16/2023	20230939	Metro Sales Inc.	Maintenance Agreement	604-49585-3000	46.19
Total 604495853000:					274.48
11/16/2023	20230937	MAS Communications Inc.	Answering Service - November	604-49585-3200	56.36
11/16/2023	159828	U.S. Postal Service	Postage address Correction Requested	604-49585-3200	40.00
Total 604495853200:					96.36
11/16/2023	20230952	U.S. Bank - CC	Intermediate Excel Class-Weber	604-49585-3300	147.00
Total 604495853300:					147.00
11/16/2023	159805	City of Waseca	Summit AR	604-49585-4320	9.75
11/16/2023	159826	Summit Account Resolution	Collection Fees	604-49585-4320	150.10
Total 604495854320:					159.85
11/16/2023	159830	Vault Health	DOT Screening	604-49586-3000	61.16
Total 604495863000:					61.16
11/16/2023	20230940	MN Municipal Utilities Association	MMUA Dues	604-49586-4330	676.00
Total 604495864330:					676.00
11/16/2023	20230920	Border States Electric Supply	conversion supplies	604-49593-5300	1,314.85
11/16/2023	20230952	U.S. Bank - CC	State inspection fees	604-49593-5300	36.00
Total 604495935300:					1,350.85
Total Electric Utility:					393,221.00
Central Garage Services					
11/16/2023	20230941	Napa Auto Parts	Parts	701-43180-2170	3.82
11/16/2023	20230944	Share Corporation	spray cleaner	701-43180-2170	144.92
Total 701431802170:					148.74
11/16/2023	159800	Bock's Service Inc.	New tires	701-43180-2210	220.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
11/16/2023	20230921	Christensen Tire Service	#36 tire repair	701-43180-2210	46.80
11/16/2023	20230921	Christensen Tire Service	new tires #60	701-43180-2210	862.32
11/16/2023	159816	John Deere Financial	field service for leaf vac	701-43180-2210	1,000.75
11/16/2023	20230941	Napa Auto Parts	Parts	701-43180-2210	122.38
11/16/2023	20230943	Northern Tool & Equipment Co	salt brine pump	701-43180-2210	939.99
11/16/2023	159820	O'Reilly Automotive Inc	aux output fuse	701-43180-2210	6.29
11/16/2023	20230949	Titan Machinery	loader joystick controller	701-43180-2210	595.00
11/16/2023	20230951	Towmaster Inc	tarp roller	701-43180-2210	181.81
11/16/2023	20230952	U.S. Bank - CC	Rocker Switches for roll taps and leaf vac swing cyl	701-43180-2210	194.98
Total 701431802210:					4,170.32
11/16/2023	20230952	U.S. Bank - CC	Monthly Diagnostic Program Fee	701-43180-3100	161.66
Total 701431803100:					161.66
11/16/2023	20230952	U.S. Bank - CC	MN Commercial Vehicle Inspector Recertification Class	701-43180-3300	110.00
Total 701431803300:					110.00
Total Central Garage Services:					4,590.72
Property and Liability Insuran					
11/16/2023	20230925	First National Insurance	Agency Fee	702-49955-3000	800.00
Total 702499553000:					800.00
Total Property and Liability Insuran:					800.00
Equipment Replacement Fund					
11/16/2023	159807	Coro Medical	AED for New 522	705-49930-5400	1,295.00
Total 705499305400:					1,295.00
Total Equipment Replacement Fund:					1,295.00
Grand Totals:					742,011.39

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

Title:	Approve Residential Tax Abatement for 900 11 th Street SE (PID 175350070)		
Meeting Date:	November 21, 2023	Agenda Item Number:	6C
Action:	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	<ul style="list-style-type: none"> Residential Tax Abatement Agreement Resolution 23-57
Originating Department:	Economic Development	Presented By:	Consent Agenda
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Approve Resolution 23-57, granting residential tax abatement for 900 11 th Street 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 23-57 and the Residential Tax Abatement Agreement for 900 11th Street 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

ETHAN THOMPSON

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RESIDENTIAL TAX ABATEMENT AGREEMENT

THIS AGREEMENT, made as of the ____ day of November 2023, by and among the City of Waseca, Minnesota, a Minnesota municipal corporation (the “City”) and Ethan Thompson, a single man (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 900 11th Street SE in the City (Parcel No. 175350070) (the “Property”), and the City has determined that the Property has qualified for tax abatement pursuant to the City’s Residential Tax Abatement Policy; and

WHEREAS, the City has approved abatement of the increased portion of the City’s share of ad valorem property taxes on the Property derived from the value of the residential development of the Property for a period not to exceed SIX (6) years, specifically with respect to the payable 2026 through 2031 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 ETHAN THOMPSON, and his 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 2031 property taxes, in a total amount not to exceed \$20,458.85, pursuant to the specific provisions of Section 3.8;

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III

UNDERTAKINGS BY DEVELOPER AND CITY

Section 3.1 Construction of Project and Reimbursement of Cost.

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

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

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

Section 3.3 Commencement and Completion of Construction.

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

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

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

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

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

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

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

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

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

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

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

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

Section 3.8 Tax Abatements.

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

(2) The Tax Abatement shall be for a duration not to exceed SIX (6) years and shall apply to the City's share of ad valorem property taxes on the Property derived from the value of the residential development of the Property and paid by the Developer, beginning with taxes payable in 2026 and continuing through taxes payable in 2031, 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, 2026 and including January 1, 2032 (adjust as necessary if different term selected)], the Developer shall invoice the City in the amount of the City's portion of ad valorem property taxes on the Property paid by Developer in the previous six-month period to which the Developer is entitled to reimbursement under this Section. On or before February 1 and August 1 each year commencing August 1, 2026 and including February 1, 2032 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:

Ethan Thompson
900 11th Street 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, 2032 (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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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 November 2023, by Randy L Zimmerman, as Mayor, and Carl C. Sonnenberg, as City Manager, for the City of Waseca, Minnesota.

Notary Public

This Instrument was Drafted By:

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

Exhibit A
Legal Description of Property

Parcel # 175350070

Lot 7, Block 1, Pondview of Waseca
Aka
900 11th Street SE
Waseca, MN 56093

RESOLUTION NO. 23-57

**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 Ethan Thompson (900 11th Street SE) Parcel ID #175350070.

Adopted this ____ day of November 2023.

RANDY L ZIMMERMAN
MAYOR

ATTEST:

JULIA HALL
CITY CLERK

Title:	Approve for Payment Core Distinction Group Invoice		
Meeting Date:	November 21, 2023	Agenda Item Number:	6D
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	<ul style="list-style-type: none"> Core Distinction Group Invoice
Originating Department:	Economic Development	Presented By:	Consent Agenda
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed action: to make a motion to approve the payment of final invoice received from Core Distinction Group		
How does this item pertain to Vision 2030 goals?	Elevate community and economic development assets.		

BACKGROUND:

At the July 18th City Council meeting, the City Council authorized the City Manager to hire Core Distinction Group (CDG) to conduct a hotel feasibility analysis at a not-to-exceed cost of \$15,000. After a 50% deposit of \$7,500 was made, the hotel site consultant visited the City on September 19. On that visit, the Economic Development manager showed the consultant eight different sites for consideration as well as provided a comprehensive tour of the city. During the same time frame, the ED manager worked with Ann Fitch of the Waseca Area Chamber of Commerce to distribute an online survey to local businesses, assessing their anticipated lodging needs. Core Distinction Group received 32 responses from that survey.

As a result of the consultant visit, survey responses, and outside data collected by Core Distinction, they determined that the city of Waseca would have the capacity to sustain a new hotel lodging facility. Upon receipt of the final payment, Core Distinction will produce the final report and financial proforma. The final invoice is attached in the amount of \$7,500, keeping the total cost at \$15,000. Again, the information and data contained in the report are not owned by the city until the final invoice is paid.

BUDGET IMPACT:

The initial payment of 50% in the amount of \$7,500 was paid out of account 101-41320-3100. Staff is suggesting that the remaining payment of \$7,500 also be paid out of the same account. These funds were initially budgeted to pay for a consultant to guide the City's efforts to update their comprehensive 2013 plan. The City Engineer and Economic Development Manager are leading those efforts, which will allow these funds to be redirected to pay for the remainder of the hotel feasibility study.

ALTERNATIVES CONSIDERED:

Stop the economic development efforts to attract a new hotel lodging development.

RECOMMENDATION:

As per our contract with Core Distinction Group, city staff recommends paying the final invoice to receive the final report. Staff recommends that the city council make a motion to approve the final payment of \$7,500 to Core Distinction Group.

Core Distinction Group, LLC.
4098 State Road 21
Oshkosh, WI 54904 US
+1 9208080820
L.Pennau@coredistinctiongroup.com
www.coredistinctiongroup.com



INVOICE

BILL TO

Tina G Wilson
City of Waseca, MN
508 South State Street
Waseca, MN 56093

INVOICE # 1441

DATE 10/26/2023

DUE DATE 10/26/2023

TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Sales	Lodging Study & Proforma	1	7,500.00	7,500.00

BALANCE DUE

\$7,500.00

Title:	2024 LICENSE RENEWALS		
Meeting Date:	November 21, 2023	Agenda Item Number:	6E
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	<ul style="list-style-type: none"> List of 2024 Licensees
Originating Department:	Administration	Presented By:	Consent Agenda
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to approve 2024 License Renewals as presented. Staff has received Cert. of Liability Insurance and payments from all.		

BACKGROUND: Attached is a list of the Liquor, Tobacco, and Garbage License renewals for 2024. Applicants are required to submit a completed application, appropriate fee, and a Certificate of Insurance for liability coverage.

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

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

2024 Liquor Licensees

<u>Establishment</u>	<u>License Type</u>
American Legion	Club On Sale/ Sunday On Sale
VFW Post 1642	Club On Sale/ Sunday On Sale
The Boathouse	On Sale/ Sunday On Sale
Box Car Bar	On Sale/ Off Sale/ Sunday On Sale/Sunday Off Sale
El Tequila Restaurant	On Sale/ Sunday On Sale
Barden's Bar	On Sale/ Off Sale/ Sunday On Sale
Mis Tres Flores	On Sale
Katie O'Leary's	On Sale/ Off Sale/ Sunday On Sale
The Warehouse & Club 57	On Sale/ Off Sale/ Sunday On Sale
Starfire Event Center	On Sale/ Sunday On Sale
Kwik Trips (west and North)	3.2 Off Sale
Cash Wise Wine & Spirits	Off Sale
Wal-Mart Stores	Off Sale
Ward House Brewery	Brewer-Tap Room/ Off Sale
Yellow Mushroom	On Sale Wine/Sunday On Sale
Refinery 507	On Sale/ Sunday On Sale (Previously known as The Bar on Main)
The Mill	On Sale/ Off Sale/ Sunday On Sale/ Sunday Off Sale
Oscars	On Sale/Sunday On Sale
El Molino	On Sale/Sunday On Sale
Sportsmen's Stop	Off Sale

2024 Tobacco Licensees

Business

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

2024 Garbage Hauler Licensees

Business

West Central Sanitation
LJP
Waste Management
Stewart Sanitation

Title:	RESOLUTION NO. 23-58 APPROVING A VARIANCE ALLOWING FOR A REDUCTION IN THE REQUIRED SIDE YARD SETBACK FOR PARKING OTHER THAN IN A DRIVEWAY AT 612 10 TH AVENUE SE		
Meeting Date:	November 21, 2023	Agenda Item Number:	6F
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"> • Planning Commission Packet • Resolution No. 23-58
Originating Department:	Engineering	Presented By:	City Engineer
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to adopt Resolution No. 23-58 approving a variance allowing for a reduction in the required side yard setback for parking other than in a driveway at 612 10 th Avenue SE.		
How does this item pertain to Vision 2030 goals?	Promote good governance.		

BACKGROUND: Richard Gottschalk, owner of the property at 612 10th Avenue SE, is requesting a variance from the provisions of Chapter 154 of the Waseca City Code to allow for a reduction in the required side yard setback for parking other than in a driveway. The variance is from Section 154.016 Table 4-7, which requires a 5-foot side yard setback for parking other than in a driveway, and the request is to allow for an approximately 2.5-foot setback.

Approval of the variance is reasonable due to the narrow 66-foot width of the existing lot. The owner desires to park off-street and not within the front yard. Meeting the required 5-foot setback will not allow two vehicles to park alongside each other in this driveway.

At their meeting on November 14th, the Planning Commission held a public hearing and voted 3-0 (with one abstention) to recommend approval of the variance and forward this request to the City Council. At the public hearing, the property owner just west of Mr. Gottschalk stated that he had no issue with the proposed 2.5-foot setback.

BUDGET IMPACT: None.

RECOMMENDATION: Staff recommends the Waseca City Council adopt Resolution No. 23-58, approving the variance allowing for a reduction in the required side yard setback for parking other than in a driveway at 612 10th Avenue SE.

PLANNING DEPARTMENT
MEMORANDUM

TO: Daren Arndt, Chair
Waseca Planning Commission

FROM: Nathan Willey
Director of Engineering

MEETING DATE: November 14, 2023

SUBJECT: Public Hearing – Variance: Gottschalk, 612 10th Ave SE

ATTACHMENTS: Variance Application
Site Location Map
Site Photos

APPLICANT

Richard Gottschalk, owner of 612 10th Ave SE. A complete application was received September 26, 2023. Final action, which is required within 60 days of the complete application date, must be taken by November 25, 2023.

REQUEST

The applicant is requesting a variance to allow for a reduction in the required minimum 5-foot setback from the side property line for parking other than in a driveway.

LOCATION

The property is located at 612 10th Ave SE in Waseca and is described as:

Lot 2 of O’Brien’s Subdivision to the City of Waseca, Waseca County, Minnesota

CURRENT LAND USE

The site consists of one parcel and the property is currently developed as a single-family dwelling.

PROPOSED LAND USE

The proposed use of the property will not change. The existing use as a single-family dwelling is a permitted use in the R-2 Zoning District.

ZONING

The parcel is currently zoned R-2, Urban Residential District. All adjacent properties are also zoned R-2.

ENVIRONMENTAL

There are no known environmental issues.

CODE OF ORDINANCES

Table 4-7: Required Setbacks, R-2 District

	<i>Front</i>	<i>Side</i>	<i>Corner Side</i>	<i>Rear</i>	<i>Side abutting SF House</i>	<i>From Alley</i>	<i>From any Water Body</i>
Single-family detached dwelling	25 ¹	7	20 ²	25	Not applicable	25	§§ 154.047 - 154.063, Shoreland Overlay District; § 154.169, Wetlands
Two- or three-family dwelling	25 ¹	10	20 ²	25	15	25	
Townhouse cluster	25	15	20 ²	25	20	25	
Apartment building, up to 6 dwelling units	25	15	20 ²	25	25	25	
Driveway	Not applicable	5	10	10	10		
Parking ³	10	5	20 ²	10	10	5	
If two or more existing houses on the same side of the block have front setbacks other than the standard, the setbacks for the remaining lots on that side of the block may be the average setback of the existing houses. 2 If an adjacent house has a front yard facing the side street, then the corner side setback shall equal the front setback of the adjacent house. 3 For parking other than in the driveway.							

PUBLIC UTILITIES

The site is currently served by public utilities. No new public utilities are proposed or required for this action.

REVIEW

On September 26, 2023, the City of Waseca received a completed variance application for the property located at 612 10th Ave SE. Richard Gottschalk, owner of the property, is requesting a variance to allow for a 2.5-foot setback from the side property line (west) for parking other than in the driveway.

The Variance is from Section 154.016, Table 4-7, Required Setbacks, R-2 District, which requires a 5-foot side yard setback for parking other than in a driveway.

Approval of the variance is reasonable due to the narrow 66-foot width of the existing lot. The owner desires to park off-street and not within the front yard. Meeting the required 5-foot setback will not allow two vehicles to park alongside each other in this driveway.

PUBLIC COMMENT

No public comment(s) were received as of November 9, 2023.

FINDINGS

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

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

RECOMMENDATION

Staff recommends approval of the Variance to allow for a 2.5-foot setback from the side yard for parking other than in the driveway at 612 10th Ave SE subject to the following condition:

1. All associated costs shall be paid by the property owner.

REQUESTED ACTION

Hold a public hearing on the Variance request and take action on a recommendation to be forwarded to the City Council for consideration at their November 21, 2023, meeting.

pd
mm

APPLICATION FOR VARIANCE
From Provisions of the Zoning Ordinance

FEES

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

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

Richard Gottschalk _____
Name of Applicant E-mail Address

612 10th Ave SE _____
Address of Owner: Phone Number

612 10th Ave SE _____
Street Address of Property Involved

see attached _____
Legal Description of Property Involved

Single Family residence _____ Single Family residence _____
Present Use Proposed Use

R-2 Urban Residential _____ 154.016 Table 4-7: Required Setbacks _____
Present Zoning Section of the Zoning Ordinance from which Variance is being requested

What is the Code requirement from which the Variance is requested? Minimum five (5) foot setback from side property line for parking other than in driveway.

State exactly what is intended to be done on or with the property which does not conform to existing regulations

I HAVE REPLACED MY CURRENT DAMAGED CONCRETE DRIVEWAY AND ADDED A SIDE EXTENSION TO PARK AN ADDITIONAL VEHICLE. THE ADDED EXTENSION COMES CLOSER THAN 5 FEET TO THE PROPERTY LINE AND MEASURES AT A 2.5 FOOT DISTANCE FROM THE PROPERTY BORDER, I DID GET MY NEIGHBOR'S APPROVAL PRIOR TO THE WORK AND NEITHER I NOR THE CONCRETE CREW WAS AWARE OF THE 5 FOOT SETBACK.

RECEIVED
SEP 26 2023
BY: [Signature]

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

Explain in detail what undue hardship would result, or what exceptional difficulty would result, if a variance is not granted.
IF THE VARIANCE CAN NOT BE GRANTED, MY SIDE EXTENSION WILL NEED TO BE REMOVED AND MY SECOND VEHICLE WILL ONCE AGAIN BE PARKED IN THE GRASS AND MUD IN THAT LOCATION. THIS CONCRETE PROJECT WAS DESIGNED TO ALLOW ONE ADDITIONAL PARKING SPOT AND WAS DONE TO IMPROVE THE PROPERTY APPEARANCE WHILE KEEPING A VEHICLE OFF THE STREET AND NOT ON THE GRASS.

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

Alternative 1: NONE

Alternative 2: NONE

What special conditions (shape of lot, exceptional topographic or other extraordinary conditions) apply to the structure or land in question that are peculiar to the property involved and do not apply generally to other land or structures in the district in which said land is located? MANY OF THE PROPERTIES IN THE OLDER SECTIONS OF WASECA HAVE NARROW LOTS AND SINGLE CAR DRIVEWAYS. THIS DOES NOT GIVE US MANY OPTIONS TO PARK A SECOND VEHICLE, I WOULD RATHER NOT PARK IN THE STREET AS THIS HINDERS SNOW REMOVAL AND STREET CLEANING. PARKING ON THE GRASS IN THE FRONT YARD IS ALSO NOT AN OPTION.

What effect would the variance have on traffic; public parking; emergency fire, police, or ambulance access; surrounding property values; public health, safety, and welfare in general; or the interest of the Zoning Ordinance and Comprehensive Plan? NONE

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

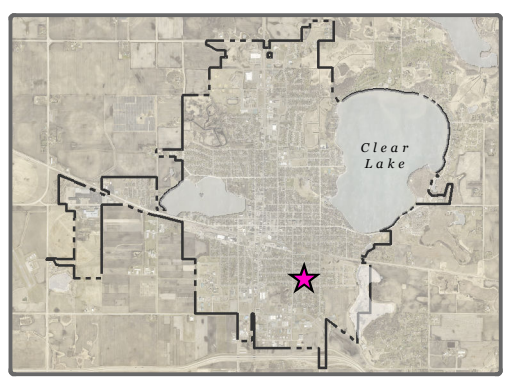
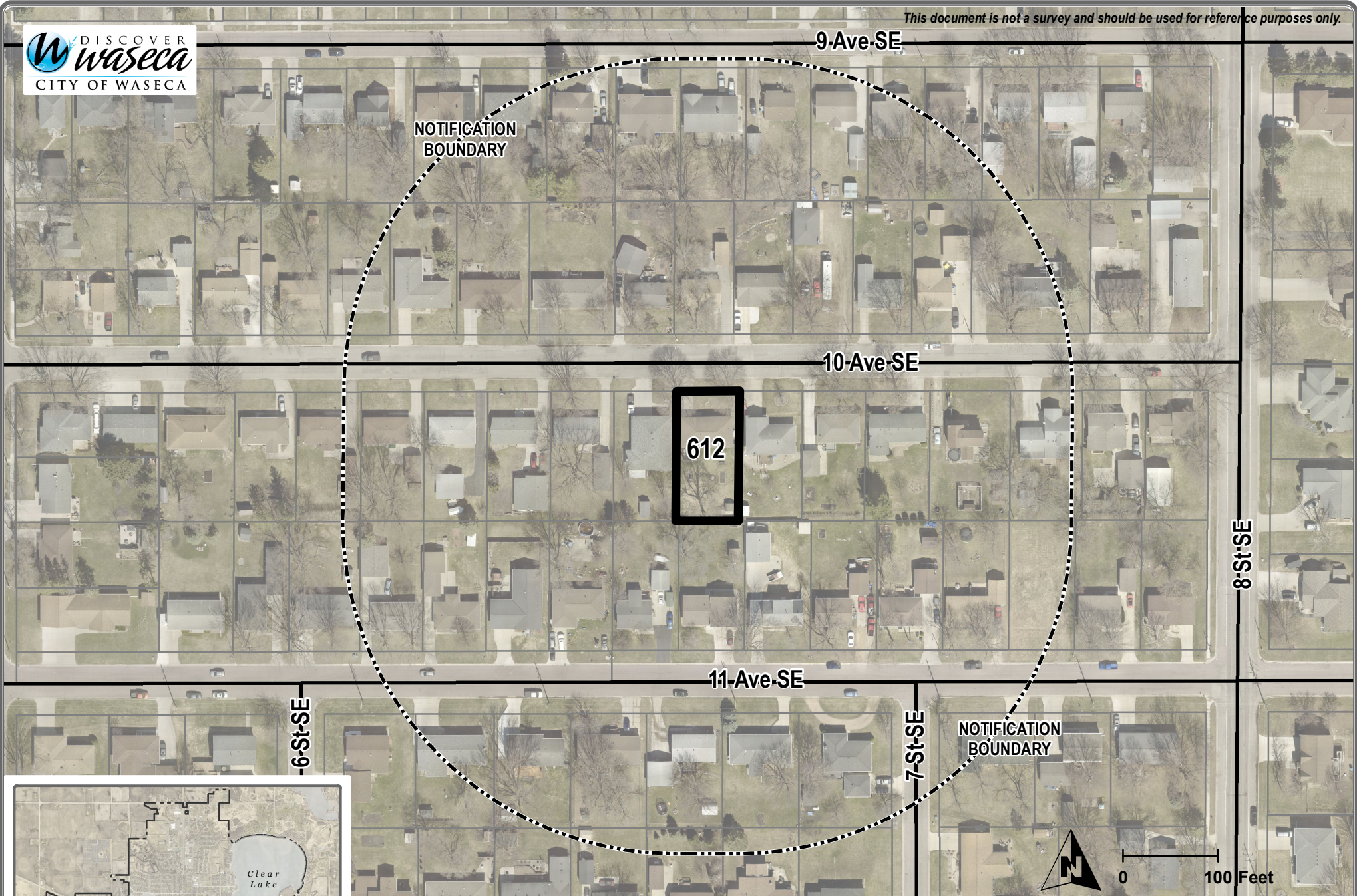
Acknowledgement and Signature: The undersigned hereby represents upon all of the penalties of law, for the purpose of inducing the City of Waseca to take the action herein requested, that all statements herein are true and that all work herein mentioned will be done in accordance with the ordinance of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

Richard A. Gottschalk
Signed

Sept. 26, 2023
Date

Legal Description

Lot Two (2) in O'Brien's Subdivision of Waseca, Minnesota, according to the Plat thereof, on file and of record in the Office of the County Recorder in and for Waseca County, Minnesota.



VARIANCE - RICHARD GOTTSCHALK

612 10th Avenue SE - Waseca, MN 56093

PIN: R17.503.0020

This lot is not located within the Shoreland Overlay District.

612 10th Ave SE Driveway Pictures



RESOLUTION NO. 23-58

A RESOLUTION OF THE WASECA CITY COUNCIL GRANTING A VARIANCE FROM THE REQUIRED SIDE YARD SETBACK FOR PARKING OTHER THAN IN A DRIVEWAY AT 612 10TH AVENUE SE

WHEREAS, application has been made to the City Council of the City of Waseca by Richard Gottschalk for approval of a variance from the provisions of Chapter 154 of the Waseca City Code to allow for a reduction in the required minimum 5-foot setback from the side property line for parking other than in a driveway for the property located at 612 10th Avenue SE and described as:

Lot 2 of O'Brien's Subdivision to the City of Waseca, Waseca County, Minnesota

And,

WHEREAS, the Waseca Planning Commission held a public hearing on the request at its November 14, 2023, meeting and all interested parties were provided an opportunity to comment; and

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

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

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Waseca that the variance is from Chapter 154, Section 154.016, Table 4-7 which states that there is a 5-foot minimum setback from the side yard for parking other than in a driveway. The parking area at 612 10th Avenue SE is approximately 2.5 feet from the side property line. The variance for this property is subject to the following condition:

1. All associated costs shall be paid by the property owner.

Adopted this 21st day of November 2023.

RANDY L. ZIMMERMAN
MAYOR

ATTEST:

JULIA HALL
CITY CLERK

Title:	City Well Project 23-14 Bid Acceptance and Award		
Meeting Date:	November 21, 2023	Agenda Item Number:	7A
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	<ul style="list-style-type: none"> • Bid Tabulation • Bid Bond • Responsible Contractor Certification
Originating Department:	Water Utility	Presented By:	City Manager/PW & Utilities Director
Approved By City Manager: <input checked="" type="checkbox"/>			
How does this item pertain to Vision 2030 goals?	Reinvesting in high-quality community assets		

BACKGROUND: On October 3, 2023, the City Council authorized the City Manager to advertise for bids to repair all City Wells, including Conagra Well 4. Every 5-7 years, all five well pumps and motors are removed from service, inspected at a contractor’s shop, and parts repaired/replaced. Additionally, all well borings are televised and treated appropriately to ensure safe water delivery to all of Waseca.

One bid was received and opened on November 1st, 2023. The base bid from Keys Well Drilling is \$704,000. The engineer’s estimate was \$623,000. In addition to the base bid, additional pricing was obtained in case new pumps and motors are required to replace existing pumps and motors. New pumps (the pump bowls) may be necessary, but that won’t be determined until they are pulled and inspected. It is not likely that new motors will be required; they are typically rebuilt.

The only bid line item that exceeded the engineer’s estimate is to airlift sand from the well(s) if excessive sand is found at the bottom. Each well is over 700 feet deep. In the event excessive sand is found, the contractor’s price to rig for sand removal is \$40,000 for each well, whereas the engineer’s estimate was \$15,000 for each well. The extra amount per well, \$25,000, multiplied over five wells equals a \$125,000 increase in the expected base bid of \$623,000. An alternate method to remove sand involves bailing. This method is less expensive but is more time-consuming. Staff will determine the best method to remove excess sand as appropriate.

BUDGET IMPACT: The total base bid is \$704,725 if airlift removal of sand is required. If all pumps and motors require replacing, then the total project cost may approach \$860,225. The Water Utility capital budget can be adjusted to accommodate the potential cost increase. \$668,000 has been budgeted for this project.

ALTERNATIVES CONSIDERED: The engineer contacted contractors who typically bid on Waseca well work. Other contractors have scaled back their operations post-COVID based on the available workforce. The project timeline would have to be extended by years to possibly receive more than one bid for this five-well project. Extending the project timeline is not recommended since the contractor's base bid, other than airlift sand, is similar to the engineer's estimate and the projected budget. Key's Well Drilling is a competent contractor who has successfully completed well projects for the Water Utility.

RECOMMENDATION: The City Council accepts the bid and awards City of Waseca Well Project 23-14 to Keys Well Drilling in the total base bid amount of \$704,725.00 with a total project cost anticipated not to exceed the cost of \$860,225 if all pumps and motors need to be replaced.



Project Name: **Waseca Well Maintenance**

I hereby certify that this is an exact reproduction of bids received.

City Project No.: _____

Stantec Project No.: 173420145

Bid Opening: Wednesday, November 1, 2023 at 10:00 AM CDT

Owner: **City of Waseca**

Mark Janovec, PE
License No. 45625

Item Num	BID TABULATION			Bidder No. 1 Keys Well Drilling		Engineer's Opinion of Probable Costs	
	Item	Units	Qty	Unit Price	Total	Unit Price	Total
BASE BID:							
PART 1 - WELL PUMP FACILITY NO. 1 REPAIRS:							
1	REMOVE AND REINSTALL LINE SHAFT TURBINE PUMP AND MOTOR. VIBRATION TESTING (PRE AND POST).	LS	1	\$22,000.00	\$22,000.00	\$17,500.00	\$17,500.00
2	FURNISH AND INSTALL NEW DISCHARGE HEAD BEARING	LS	1	\$350.00	\$350.00	\$375.00	\$375.00
3	FURNISH STAINLESS STEEL PUMP HEAD SHAFT	LS	1	\$950.00	\$950.00	\$1,000.00	\$1,000.00
4	10" X 10', SCH 40, LINE SHAFT COLUMN PIPE WITH COUPLING	EA	22	\$1,200.00	\$26,400.00	\$1,750.00	\$38,500.00
5	10" X 5', SCH 40, LINE SHAFT COLUMN PIPE WITH COUPLING	EA	1	\$900.00	\$900.00	\$1,300.00	\$1,300.00
6	8" X 10', SCH. 40, SUCTION PIPE	EA	1	\$700.00	\$700.00	\$1,400.00	\$1,400.00
7	1-11/16" X 10', STAINLESS STEEL LINE SHAFT	EA	22	\$550.00	\$12,100.00	\$650.00	\$14,300.00
8	1-11/16" X 5', STAINLESS STEEL LINE SHAFT	EA	1	\$450.00	\$450.00	\$500.00	\$500.00
9	1-11/16", STAINLESS STEEL, LINE SHAFT COUPLING	EA	1	\$50.00	\$50.00	\$80.00	\$80.00
10	BEARING RETAINER W/RUBBER BEARING	EA	1	\$260.00	\$260.00	\$250.00	\$250.00
11	REMOVE EXISTING BEARING AND INSTALL NEW RUBBER BEARING	EA	22	\$40.00	\$880.00	\$40.00	\$880.00
12	FURNISH STAINLESS STEEL BOWL SHAFT	LS	1	\$750.00	\$750.00	\$1,000.00	\$1,000.00
13	FURNISH AND INSTALL COMPLETE SET OF BOWL BEARINGS	LS	1	\$2,100.00	\$2,100.00	\$2,000.00	\$2,000.00
14	MACHINE BOWL AND IMPELLER AND INSTALL BRONZE WEAR RING PER STAGE	EA	5	\$450.00	\$2,250.00	\$700.00	\$3,500.00
15	REASSEMBLE BOWL ASSEMBLY	LS	1	\$200.00	\$200.00	\$800.00	\$800.00
16	PAINT DISCHARGE HEAD, MOTOR, BOWL, AND SUCTION PIPE. EPOXY COAT 12" INTERIOR OF EACH END OF COLUMN PIPES.	LS	1	\$4,000.00	\$4,000.00	\$6,000.00	\$6,000.00
17	REMOVE EXISTING WATER LEVEL TUBING. INSTALL NEW WATER LEVEL MONITOR TUBING	LF	220	\$2.00	\$440.00	\$3.00	\$660.00
18	SHOP TIME FOR WELL PUMP REPAIRS	HR	25	\$120.00	\$3,000.00	\$120.00	\$3,000.00

BID TABULATION				Bidder No. 1 Keys Well Drilling		Engineer's Opinion of Probable Costs	
Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total
19	CONTINGENCY ALLOWANCE FOR MOTOR AND MISCELLANEOUS REPAIRS	LS	1	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00
20	TRANSPORT TO AND ERECT ON THE JOB SITE A WELL RIG WITH ALL NECESSARY EQUIPMENT, TOOLS, CONTAINMENT PITS, AND MATERIALS FOR AIRLIFTING, INCLUDING SITE RESTORATION AND SODDING OF ALL DISTURBED AREAS.	LS	1	\$40,000.00	\$40,000.00	\$15,000.00	\$15,000.00
21	AIR LIFT ACCUMULATED SAND FROM THE BOTTOM OF WELL	CY	10	\$400.00	\$4,000.00	\$275.00	\$2,750.00
22	WIRE BRUSH INTERIOR SURFACE OF WELL CASING	LS	1	\$8,000.00	\$8,000.00	\$325.00	\$325.00
23	TELEVISION INSPECTION OF WELL	LS	2	\$2,200.00	\$4,400.00	\$2,500.00	\$5,000.00
TOTAL PART 1 - WELL PUMP FACILITY NO. 1 REPAIRS:					\$142,180.00	\$124,120.00	
PART 2 - WELL PUMP FACILITY NO. 2 REPAIRS:							
24	REMOVE AND REINSTALL LINE SHAFT TURBINE PUMP AND MOTOR. VIBRATION TEST (PRE AND POST)	LS	1	\$22,000.00	\$22,000.00	\$17,500.00	\$17,500.00
25	FURNISH AND INSTALL NEW DISCHARGE HEAD BEARING	LS	1	\$350.00	\$350.00	\$375.00	\$375.00
26	FURNISH STAINLESS STEEL PUMP HEAD SHAFT	LS	1	\$750.00	\$750.00	\$1,000.00	\$1,000.00
27	8" X 10', SCH 40, LINE SHAFT COLUMN PIPE WITH COUPLING	EA	22	\$750.00	\$16,500.00	\$1,750.00	\$38,500.00
28	8" X 5', SCH 40, LINE SHAFT COLUMN PIPE WITH COUPLING	EA	1	\$600.00	\$600.00	\$1,300.00	\$1,300.00
29	8" X 10', SCH. 40, SUCTION PIPE	EA	1	\$700.00	\$700.00	\$1,400.00	\$1,400.00
30	1-11/16" X 10', STAINLESS STEEL LINE SHAFT	EA	22	\$550.00	\$12,100.00	\$650.00	\$14,300.00
31	1-11/16" X 5', STAINLESS STEEL LINE SHAFT	EA	1	\$450.00	\$450.00	\$500.00	\$500.00
32	1-11/16", STAINLESS STEEL, LINE SHAFT COUPLING	EA	1	\$50.00	\$50.00	\$80.00	\$80.00
33	BEARING RETAINER W/RUBBER BEARING	EA	1	\$175.00	\$175.00	\$250.00	\$250.00
34	REMOVE EXISTING BEARING AND INSTALL NEW RUBBER BEARING	EA	22	\$40.00	\$880.00	\$40.00	\$880.00
35	FURNISH STAINLESS STEEL BOWL SHAFT	LS	1	\$750.00	\$750.00	\$1,000.00	\$1,000.00
36	FURNISH AND INSTALL COMPLETE SET OF BOWL BEARINGS	LS	1	\$2,450.00	\$2,450.00	\$2,000.00	\$2,000.00
37	MACHINE BOWL AND IMPELLER AND INSTALL BRONZE WEAR RING PER STAGE	EA	5	\$450.00	\$2,250.00	\$700.00	\$3,500.00
38	REASSEMBLE BOWL ASSEMBLY	LS	1	\$200.00	\$200.00	\$800.00	\$800.00

BID TABULATION				Bidder No. 1 Keys Well Drilling		Engineer's Opinion of Probable Costs	
Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total
39	PAINT DISCHARGE HEAD, MOTOR, BOWL, AND SUCTION PIPE. EPOXY COAT 12" INTERIOR OF EACH PAIR OF COLUMN PIPES	LS	1	\$4,000.00	\$4,000.00	\$6,000.00	\$6,000.00
40	REMOVE EXISTING WATER LEVEL TUBING. INSTALL NEW WATER LEVEL MONITOR TUBING	LF	220	\$2.00	\$440.00	\$3.00	\$660.00
41	SHOP TIME FOR WELL PUMP REPAIRS	HR	25	\$120.00	\$3,000.00	\$120.00	\$3,000.00
42	CONTINGENCY ALLOWANCE FOR MOTOR AND MISCELLANEOUS REPAIRS	LS	1	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00
43	TRANSPORT TO AND ERECT ON THE JOB SITE A WELL RIG WITH ALL NECESSARY EQUIPMENT, TOOLS, CONTAINMENT PITS, AND MATERIALS FOR AIRLIFTING, INCLUDING SITE RESTORATION AND SODDING OF ALL DISTURBED AREAS.	LS	1	\$40,000.00	\$40,000.00	\$15,000.00	\$15,000.00
44	AIR LIFT ACCUMULATED SAND FROM THE BOTTOM OF WELL	CY	10	\$400.00	\$4,000.00	\$275.00	\$2,750.00
45	WIRE BRUSH INTERIOR SURFACE OF WELL CASING	LS	1	\$8,000.00	\$8,000.00	\$325.00	\$325.00
46	TELEVISION INSPECTION OF WELL	LS	2	\$2,200.00	\$4,400.00	\$2,500.00	\$5,000.00
TOTAL PART 2 - WELL PUMP FACILITY NO. 2 REPAIRS:					\$132,045.00	\$124,120.00	
PART 3 - WELL PUMP FACILITY NO. 3 REPAIRS:							
47	REMOVE AND REINSTALL LINE SHAFT TURBINE PUMP AND MOTOR. VIBRATION TEST (PRE AND POST)	LS	1	\$22,000.00	\$22,000.00	\$17,500.00	\$17,500.00
48	FURNISH AND INSTALL NEW DISCHARGE HEAD BEARING	LS	1	\$350.00	\$350.00	\$375.00	\$375.00
49	FURNISH STAINLESS STEEL PUMP HEAD SHAFT	LS	1	\$950.00	\$950.00	\$1,000.00	\$1,000.00
50	10" X 10', SCH 40, LINE SHAFT COLUMN PIPE WITH COUPLING	EA	22	\$1,200.00	\$26,400.00	\$1,750.00	\$38,500.00
51	10" X 5', SCH 40, LINE SHAFT COLUMN PIPE WITH COUPLING	EA	1	\$900.00	\$900.00	\$1,300.00	\$1,300.00
52	10" X 10', SCH. 40, SUCTION PIPE	EA	1	\$1,100.00	\$1,100.00	\$1,400.00	\$1,400.00
53	1-11/16" X 10', STAINLESS STEEL LINE SHAFT	EA	22	\$550.00	\$12,100.00	\$650.00	\$14,300.00
54	1-11/16" X 5', STAINLESS STEEL LINE SHAFT	EA	1	\$450.00	\$450.00	\$500.00	\$500.00
55	1-11/16", STAINLESS STEEL, LINE SHAFT COUPLING	EA	1	\$50.00	\$50.00	\$80.00	\$80.00
56	BEARING RETAINER W/RUBBER BEARING	EA	1	\$260.00	\$260.00	\$250.00	\$250.00
57	REMOVE EXISTING BEARING AND INSTALL NEW RUBBER BEARING	EA	22	\$40.00	\$880.00	\$40.00	\$880.00

BID TABULATION				Bidder No. 1 Keys Well Drilling		Engineer's Opinion of Probable Costs	
Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total
58	FURNISH STAINLESS STEEL BOWL SHAFT	LS	1	\$750.00	\$750.00	\$1,000.00	\$1,000.00
59	FURNISH AND INSTALL COMPLETE SET OF BOWL BEARINGS	LS	1	\$2,100.00	\$2,100.00	\$2,000.00	\$2,000.00
60	MACHINE BOWL AND IMPELLER AND INSTALL BRONZE WEAR RING PER STAGE	EA	5	\$450.00	\$2,250.00	\$700.00	\$3,500.00
61	REASSEMBLE BOWL ASSEMBLY	LS	1	\$200.00	\$200.00	\$800.00	\$800.00
62	PAINT DISCHARGE HEAD, MOTOR, BOWL, AND SUCTION PIPE. EPOXY COAT 12" INTERIOR OF EACH END OF COLUMN PIPES.	LS	1	\$4,000.00	\$4,000.00	\$6,000.00	\$6,000.00
63	REMOVE EXISTING WATER LEVEL TUBING. INSTALL NEW WATER LEVEL MONITOR TUBING	LF	220	\$2.00	\$440.00	\$3.00	\$660.00
64	SHOP TIME FOR WELL PUMP REPAIRS	HR	25	\$120.00	\$3,000.00	\$120.00	\$3,000.00
65	CONTINGENCY ALLOWANCE FOR MOTOR AND MISCELLANEOUS REPAIRS	LS	1	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00
66	TRANSPORT TO AND ERECT ON THE JOB SITE A WELL RIG WITH ALL NECESSARY EQUIPMENT, TOOLS, CONTAINMENT PITS, AND MATERIALS FOR AIRLIFTING. INCLUDING SITE RESTORATION AND SODDING OF ALL DISTURBED AREAS.	LS	1	\$40,000.00	\$40,000.00	\$15,000.00	\$15,000.00
67	AIR LIFT ACCUMULATED SAND FROM THE BOTTOM OF WELL	CY	10	\$400.00	\$4,000.00	\$275.00	\$2,750.00
68	WIRE BRUSH INTERIOR SURFACE OF WELL CASING	LS	1	\$8,000.00	\$8,000.00	\$325.00	\$325.00
69	TELEVISION INSPECTION OF WELL	LS	2	\$2,200.00	\$4,400.00	\$2,500.00	\$5,000.00
TOTAL PART 3 - WELL PUMP FACILITY NO. 3 REPAIRS:					\$142,580.00	\$124,120.00	
PART 4 - WELL PUMP FACILITY NO. 4 REPAIRS:							
70	REMOVE AND REINSTALL LINE SHAFT TURBINE PUMP AND MOTOR. VIBRATION TEST (PRE AND POST)	LS	1	\$22,000.00	\$22,000.00	\$17,500.00	\$17,500.00
71	FURNISH AND INSTALL NEW DISCHARGE HEAD BEARING	LS	1	\$350.00	\$350.00	\$375.00	\$375.00
72	FURNISH STAINLESS STEEL PUMP HEAD SHAFT	LS	1	\$750.00	\$750.00	\$1,000.00	\$1,000.00
73	10" X 10', SCH 40, LINE SHAFT COLUMN PIPE WITH COUPLING	EA	22	\$1,200.00	\$26,400.00	\$1,750.00	\$38,500.00
74	10" X 5', SCH 40, LINE SHAFT COLUMN PIPE WITH COUPLING	EA	1	\$900.00	\$900.00	\$1,300.00	\$1,300.00
75	10" X 10', SCH. 40, SUCTION PIPE	EA	1	\$1,100.00	\$1,100.00	\$1,400.00	\$1,400.00
76	1-11/16" X 10', STAINLESS STEEL LINE SHAFT	EA	22	\$550.00	\$12,100.00	\$650.00	\$14,300.00

BID TABULATION				Bidder No. 1 Keys Well Drilling		Engineer's Opinion of Probable Costs	
Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total
77	1-11/16" X 5', STAINLESS STEEL LINE SHAFT	EA	1	\$450.00	\$450.00	\$500.00	\$500.00
78	1-11/16", STAINLESS STEEL, LINE SHAFT COUPLING	EA	1	\$50.00	\$50.00	\$80.00	\$80.00
79	BEARING RETAINER W/RUBBER BEARING	EA	1	\$260.00	\$260.00	\$250.00	\$250.00
80	REMOVE EXISTING BEARING AND INSTALL NEW RUBBER BEARING	EA	22	\$40.00	\$880.00	\$40.00	\$880.00
81	FURNISH STAINLESS STEEL BOWL SHAFT	LS	1	\$750.00	\$750.00	\$1,000.00	\$1,000.00
82	FURNISH AND INSTALL COMPLETE SET OF BOWL BEARINGS	LS	1	\$2,450.00	\$2,450.00	\$2,000.00	\$2,000.00
83	MACHINE BOWL AND IMPELLER AND INSTALL BRONZE WEAR RING PER STAGE	EA	6	\$450.00	\$2,700.00	\$700.00	\$4,200.00
84	REASSEMBLE BOWL ASSEMBLY	LS	1	\$200.00	\$200.00	\$800.00	\$800.00
85	PAINT DISCHARGE HEAD, MOTOR, BOWL, AND SUCTION PIPE. EPOXY COAT 12" INTERIOR OF EACH END OF COLUMN PIPES.	LS	1	\$4,000.00	\$4,000.00	\$6,000.00	\$6,000.00
86	REMOVE EXISTING WATER LEVEL TUBING. INSTALL NEW WATER LEVEL MONITOR TUBING	LF	220	\$2.00	\$440.00	\$3.00	\$660.00
87	SHOP TIME FOR WELL PUMP REPAIRS	HR	25	\$120.00	\$3,000.00	\$120.00	\$3,000.00
88	CONTINGENCY ALLOWANCE FOR MOTOR AND MISCELLANEOUS REPAIRS	LS	1	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00
89	TRANSPORT TO AND ERECT ON THE JOB SITE A WELL RIG WITH ALL NECESSARY EQUIPMENT, TOOLS, CONTAINMENT PITS, AND MATERIALS FOR AIRLIFTING. INCLUDING SITE RESTORATION AND SODDING OF ALL DISTURBED AREAS.	LS	1	\$40,000.00	\$40,000.00	\$15,000.00	\$15,000.00
90	AIR LIFT ACCUMULATED SAND FROM THE BOTTOM OF WELL	CY	10	\$400.00	\$4,000.00	\$275.00	\$2,750.00
91	WIRE BRUSH INTERIOR SURFACE OF WELL CASING	LS	1	\$8,000.00	\$8,000.00	\$325.00	\$325.00
92	TELEVISION INSPECTION OF WELL	LS	2	\$2,200.00	\$4,400.00	\$2,500.00	\$5,000.00
TOTAL PART 4 - WELL PUMP FACILITY NO. 4 REPAIRS:					\$143,180.00	\$124,820.00	
PART 5 - WELL PUMP FACILITY NO. 5 REPAIRS:							
93	REMOVE AND REINSTALL LINE SHAFT TURBINE PUMP AND MOTOR. VIBRATION TEST (PRE AND POST)	LS	1	\$22,000.00	\$22,000.00	\$17,500.00	\$17,500.00
94	FURNISH AND INSTALL NEW DISCHARGE HEAD BEARING	LS	1	\$350.00	\$350.00	\$375.00	\$375.00
95	FURNISH STAINLESS STEEL PUMP HEAD SHAFT	LS	1	\$950.00	\$950.00	\$1,000.00	\$1,000.00

BID TABULATION				Bidder No. 1 Keys Well Drilling		Engineer's Opinion of Probable Costs	
Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total
96	10" X 10', SCH 40, LINE SHAFT COLUMN PIPE WITH COUPLING	EA	23	\$1,200.00	\$27,600.00	\$1,750.00	\$40,250.00
97	10" X 5', SCH 40, LINE SHAFT COLUMN PIPE WITH COUPLING	EA	1	\$900.00	\$900.00	\$1,300.00	\$1,300.00
98	10" X 10', SCH. 40, SUCTION PIPE	EA	1	\$1,100.00	\$1,100.00	\$1,400.00	\$1,400.00
99	1-11/16" X 10', STAINLESS STEEL LINE SHAFT	EA	23	\$550.00	\$12,650.00	\$650.00	\$14,950.00
100	1-11/16" X 5', STAINLESS STEEL LINE SHAFT	EA	1	\$450.00	\$450.00	\$500.00	\$500.00
101	1-11/16", STAINLESS STEEL, LINE SHAFT COUPLING	EA	1	\$50.00	\$50.00	\$80.00	\$80.00
102	BEARING RETAINER W/RUBBER BEARING	EA	1	\$260.00	\$260.00	\$250.00	\$250.00
103	REMOVE EXISTING BEARING AND INSTALL NEW RUBBER BEARING	EA	23	\$40.00	\$920.00	\$40.00	\$920.00
104	FURNISH STAINLESS STEEL BOWL SHAFT	LS	1	\$750.00	\$750.00	\$1,000.00	\$1,000.00
105	FURNISH AND INSTALL COMPLETE SET OF BOWL BEARINGS	LS	1	\$2,450.00	\$2,450.00	\$2,000.00	\$2,000.00
106	MACHINE BOWL AND IMPELLER AND INSTALL BRONZE WEAR RING PER STAGE	EA	5	\$450.00	\$2,250.00	\$700.00	\$3,500.00
107	REASSEMBLE BOWL ASSEMBLY	LS	1	\$200.00	\$200.00	\$800.00	\$800.00
108	PAINT DISCHARGE HEAD, MOTOR, BOWL, AND SUCTION PIPE. EPOXY COAT 12" INTERIOR OF EACH END OF COLUMN PIPE	LS	1	\$4,000.00	\$4,000.00	\$6,000.00	\$6,000.00
109	REMOVE EXISTING WATER LEVEL TUBING. INSTALL NEW WATER LEVEL MONITOR TUBING	LF	230	\$2.00	\$460.00	\$3.00	\$690.00
110	SHOP TIME FOR WELL PUMP REPAIRS	HR	25	\$120.00	\$3,000.00	\$120.00	\$3,000.00
111	CONTINGENCY ALLOWANCE FOR MOTOR AND MISCELLANEOUS REPAIRS	LS	1	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00
112	TRANSPORT TO AND ERECT ON THE JOB SITE A WELL RIG WITH ALL NECESSARY EQUIPMENT, TOOLS, CONTAINMENT PITS, AND MATERIALS FOR AIRLIFTING, INCLUDING SITE RESTORATION AND SODDING OF ALL DISTURBED AREAS.	LS	1	\$40,000.00	\$40,000.00	\$15,000.00	\$15,000.00
113	AIR LIFT ACCUMULATED SAND FROM THE BOTTOM OF WELL	CY	10	\$400.00	\$4,000.00	\$275.00	\$2,750.00
114	WIRE BRUSH INTERIOR SURFACE OF WELL CASING	LS	1	\$8,000.00	\$8,000.00	\$325.00	\$325.00
115	TELEVISION INSPECTION OF WELL	LS	2	\$2,200.00	\$4,400.00	\$2,500.00	\$5,000.00
TOTAL PART 5 - WELL PUMP FACILITY NO. 5 REPAIRS:					\$144,740.00		\$126,590.00

BID TABULATION				Bidder No. 1 Keys Well Drilling		Engineer's Opinion of Probable Costs	
Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total
ADDITIONAL UNIT PRICES WELL NO. 1:							
116	FURNISH A COMPLETE NEW PUMP BOWL AT SPECIFIED CONDITIONS FOR WELL NO. 1	LS	1	\$12,500.00	\$12,500.00	\$12,000.00	\$12,000.00
117	FURNISH AND INSTALL A NEW 150 HP MOTOR WELL NO. 1.	LS	1	\$17,500.00	\$17,500.00	\$20,000.00	\$20,000.00
TOTAL ADDITIONAL UNIT PRICES WELL NO. 1:PART 5 - STEEL					\$30,000.00		\$32,000.00
ADDITIONAL UNIT PRICES WELL NO. 2:							
118	FURNISH A COMPLETE NEW PUMP BOWL AT SPECIFIED CONDITIONS FOR WELL NO. 2	LS	1	\$13,750.00	\$13,750.00	\$12,000.00	\$12,000.00
119	FURNISH AND INSTALL A NEW 125 HP MOTOR WELL NO. 2.	LS	1	\$14,500.00	\$14,500.00	\$15,000.00	\$15,000.00
TOTAL ADDITIONAL UNIT PRICES WELL NO. 2:					\$28,250.00		\$27,000.00
ADDITIONAL UNIT PRICES WELL NO. 3:							
120	FURNISH A COMPLETE NEW PUMP BOWL AT SPECIFIED CONDITIONS FOR WELL NO. 3	LS	1	\$13,750.00	\$13,750.00	\$12,000.00	\$12,000.00
121	FURNISH AND INSTALL A NEW 150 HP MOTOR WELL NO. 3.	LS	1	\$17,500.00	\$17,500.00	\$20,000.00	\$20,000.00
TOTAL ADDITIONAL UNIT PRICES WELL NO. 3:					\$31,250.00		\$32,000.00
ADDITIONAL UNIT PRICES WELL NO. 4:							
122	FURNISH A COMPLETE NEW PUMP BOWL AT SPECIFIED CONDITIONS FOR WELL NO. 4	LS	1	\$13,750.00	\$13,750.00	\$15,000.00	\$15,000.00
123	FURNISH AND INSTALL A NEW 150 HP MOTOR WELL NO. 4.	LS	1	\$17,500.00	\$17,500.00	\$20,000.00	\$20,000.00
TOTAL ADDITIONAL UNIT PRICES WELL NO. 4:					\$31,250.00		\$35,000.00
ADDITIONAL UNIT PRICES WELL NO. 5:							
124	FURNISH A COMPLETE NEW PUMP BOWL AT SPECIFIED CONDITIONS FOR WELL NO. 5	LS	1	\$13,750.00	\$13,750.00	\$12,000.00	\$12,000.00
125	FURNISH AND INSTALL A NEW 200 HP MOTOR WELL NO. 5.	LS	1	\$21,000.00	\$21,000.00	\$25,000.00	\$25,000.00
TOTAL ADDITIONAL UNIT PRICES WELL NO. 5:					\$34,750.00		\$37,000.00

BID TABULATION				Bidder No. 1 Keys Well Drilling		Engineer's Opinion of Probable Costs	
Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total
BASE BID SUMMARY:							
	TOTAL BASE BID				\$704,725.00		\$623,770.00
	TOTAL ADDITIONAL UNIT PRICES WELL NO. 1:				\$30,000.00		\$32,000.00
	TOTAL ADDITIONAL UNIT PRICES WELL NO. 2:				\$28,250.00		\$27,000.00
	TOTAL ADDITIONAL UNIT PRICES WELL NO. 3:				\$31,250.00		\$32,000.00
	TOTAL ADDITIONAL UNIT PRICES WELL NO. 4:				\$31,250.00		\$35,000.00
	TOTAL ADDITIONAL UNIT PRICES WELL NO. 5:				\$34,750.00		\$37,000.00
	TOTAL BASE BID				\$860,225.00		\$786,770.00
	Contractor Name and Address: Keys Well Drilling Co. 11565 Homer St. St. Paul, MN 5116 Phone: (651) 646-7871 Email: trevorkeys@keyswell.com Signed By: Nick Keys Title: Vice President Bid Security: Bid Bond Responsible Contractor Certification: Yes Addenda Acknowledged: 1						

 **AIA** Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Keys Well Drilling Company
1156 Homer Street
St. Paul, MN 55116

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: Five Percent of Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

Well Maintenance for Well Nos. 1,2,3,4, and 5

SURETY:

(Name, legal status and principal place of business)

West Bend Mutual Insurance Company
1900 South 18th Avenue
West Bend, WI 53095

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

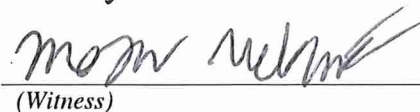
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

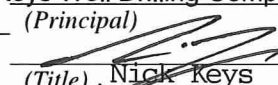
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.


Signed and sealed this 1st day of November, 2023


(Witness)


(Witness)

Keys Well Drilling Company
(Principal)  *(Seal)*

(Title), Nick Keys Vice President

West Bend Mutual Insurance Company
(Surety)  *(Seal)*

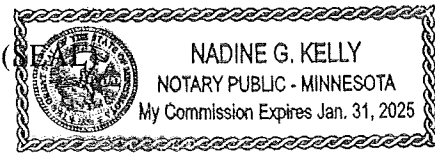
(Title) Nicole M. Coty Attorney-in-fact

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

CORPORATE ACKNOWLEDGMENT

STATE OF MINNESOTA
COUNTY OF RAMSEY

On the 1st day of November, 2023, before me personally appeared, Nick Keys to me, who being duly sworn, did depose and say: that ~~s~~/he resides in Stillwater, MN that ~~s~~/he is the Vice President of the Keys Well Drilling Company the corporation described in and which executed the foregoing instrument; that ~~s~~/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that ~~s~~/he signed ~~his~~/his name thereto by like order.

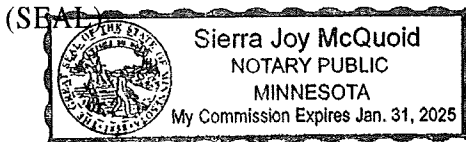


Nadine G. Kelly
Notary Public

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA
COUNTY OF Dakota

On the 1st day of November, 2023 before me personally appeared, Nicole M. Coty to me known, who being duly sworn, did say: that s/he resides in Minnesota that s/he is the aforesaid officer or attorney in fact of West Bend Mutual Insurance Company a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument as signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.



Sierra McQuoid
Notary Public



Power of Attorney

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Nicole M. Coty

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: \$7,500,000

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of March, 2009.

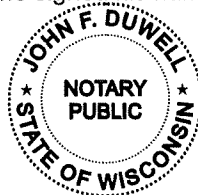
Attest James J. Pauly
James J. Pauly
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer / President

State of Wisconsin
County of Washington

On the 1st day of March, 2009 before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



John F. Duwell
John F. Duwell
Executive Vice President - Chief Legal Officer
Notary Public, Washington Co. WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this _____ 1st _____ day of _____ November _____, 2023



Dale J. Kent
Dale J. Kent
Executive Vice President -
Chief Financial Officer

Notice: Reproductions are not binding on the company. Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.

SECTION 00 41 13

BID FORM ATTACHMENT A

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

PROJECT TITLE: 2023 WELL MAINTENANCE PROJECT

<p>Minn. Stat. § 16C.285, Subd. 7. IMPLEMENTATION. ... any prime contractor or subcontractor that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project...</p>	
<p>Minn. Stat. § 16C.285, Subd. 3. RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA. "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:</p>	
(1)	<p>The Contractor:</p> <ul style="list-style-type: none">(i) is in compliance with workers' compensation and unemployment insurance requirements;(ii) is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;(iii) has a valid federal tax identification number or a valid Social Security number if an individual; and(iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.
(2)	<p>The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:</p> <ul style="list-style-type: none">(i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period;(ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final;(iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;(iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;(v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or(vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;*

(3)	The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;*
(4)	The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;*
(5)	The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;*
	* Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.
(6)	The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and
(7)	All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Minn. Stat. § 16C.285, Subd. 5. SUBCONTRACTOR VERIFICATION.

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Minn. Stat. § 16C.285, Subd. 4. **VERIFICATION OF COMPLIANCE.**

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3 at the time that it responds to the solicitation document.

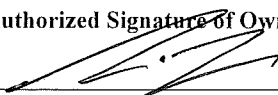
A contracting authority may accept a sworn statement as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. Failure to verify compliance with any one of the minimum criteria or a false statement under oath in a verification of compliance shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria.

CERTIFICATION

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285,
- 2) I have included Attachment A-1 with my company's solicitation response, and
- 3) if my company is awarded a contract, I will also submit Attachment A-2 as required.

Authorized Signature of Owner or Officer: 	Printed Name: <i>Nick Keys</i>
Title: <i>Vice President</i>	Date: <i>11/1/2023</i>
Company Name: <i>Keys Well Drilling Co.</i>	

Sworn to and subscribed before me this 1 day of November, 2023.


Notary Public

My Commission Expires: 1/31/2025



NOTE: Minn. Stat. § 16C.285, Subd. 2, (c) If only one prime contractor responds to a solicitation document, a contracting authority may award a construction contract to the responding prime contractor even if the minimum criteria in subdivision 3 are not met.

ATTACHMENT A-1

FIRST-TIER SUBCONTRACTORS LIST

SUBMIT WITH PRIME CONTRACTOR RESPONSE

PROJECT TITLE: 2023 WELL MAINTENANCE PROJECT

Minn. Stat. § 16C.285, Subd. 5. A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Submit this form with the Bid Form.

FIRST TIER SUBCONTRACTOR NAMES (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located
Downhole Well Services, LLC.	Mounds View, MN
Al's Fan Balancing	Ham Lake, MN

ATTACHMENT A-2

ADDITIONAL SUBCONTRACTORS LIST

PRIME CONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE PROJECT

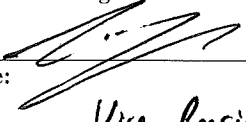
PROJECT TITLE: 2023 WELL MAINTENANCE PROJECT

This form must be submitted to the Project Manager or individual as identified in the solicitation document.


Minn. Stat. § 16C.285, Subd. 5. ... If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors. Submit this form to the Project Manager.

ADDITIONAL SUBCONTRACTOR NAMES (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located

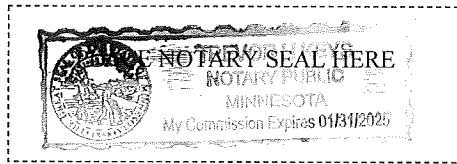
ADDITIONAL SUBCONTRACTOR NAMES (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2	
<p>By signing this document, I certify that I am an owner or officer of the company, and I swear under oath that:</p> <p>All additional subcontractors listed on Attachment A-2 have verified through a signed statement under oath by an owner or officer that they meet minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.</p>	
Authorized Signature of Owner or Officer: 	Printed Name: Nick Keys
Title: Vice President	Date: 11/1/2023
Company Name: Keys Well Drilling Co.	

Sworn to and subscribed before me this
1 day of November, 2023.


 Notary Public

My Commission Expires: 1/31/2025



END OF SECTION

Title:	Support “Mayor for a Day” Essay Contest		
Meeting Date:	November 21, 2023	Agenda Item Number:	7B
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	<ul style="list-style-type: none"> Letter to Teachers
Originating Department:	Human Resources	Presented By:	Finance/HR Director
Approved By City Manager: <input checked="" type="checkbox"/>			

BACKGROUND: The “Mayor for a Day” essay contest is put on by the League of Minnesota Cities every year. This is a contest that is offered for all fourth(4th), fifth (5th), and sixth (6th) graders. Students are asked to write an essay answering, “What would you do if you were mayor for a day?” Every year, there is a more direct question on what a City provides and how a student may change that. This year, students have been asked what they would do to improve one of the services your city provides.

The deadline for submission is December 12, 2023. All submissions are sent directly to the League of Minnesota Cities by either online portal, email, or mail. Three students will be chosen as winners and receive \$100 and recognition in *Minnesota Cities Magazine*. The league has provided a template letter for mayors to send to area schools and teachers.

The City of Waseca can also provide local recognition to the winner, if from Waseca, and at their choosing other students for their participation. This is an excellent opportunity for the City to get students interested and to think about the services provided by the City that they use on a daily basis.

With support from the City Council, the human resources department will coordinate with the school district and assist in implementing the project.

BUDGET IMPACT: There are no upfront costs to support this contest, as is presented by the League of Minnesota Cities. The only cost would come if the City would like to offer monetary recognition for local winners/participants.

RECOMMENDATION: Staff recommends the City Council support the “Mayor for a Day” essay contest provided by the League of Minnesota Cities.

October XX, 2023

Dear teachers,

What would our cities look like if kids were in charge? The League of Minnesota Cities is holding its annual essay contest to find out!

Open to students who are in the fourth, fifth, or sixth grades this school year, entries for the 2023 Mayor for a Day Essay Contest can be emailed, submitted online, or postmarked by Dec. 12. Three winners will be chosen to receive \$100 prizes and will have their essays published in the League's *Minnesota Cities* magazine. Winners only will be notified in early January.

[Insert if your city will be providing local recognition: The city of (your city's name) will also be providing recognition to one or more students for their participation.]

This year's essay question is:

Cities provide a variety of services and programs that make our lives better, including parks & rec, street maintenance, water and sewer, libraries, police, fire, and more! If you were mayor for a day, what would you do to make one of the services that your city provides even better?

This essay contest could fit into a social studies or language arts unit, or you can share this opportunity with parents and caregivers. The submission form and a primer for your students on what Minnesota mayors do are available at lmc.org/mayorforaday.

I appreciate all you do for the kids in our community!

Sincerely,

Mayor XXXXXXXXXXXXX

8th Ave NE Project Update – New Storm Sewer Outfall to Clear Lake

Bolton & Menk has recently completed their stormwater calculations for the 8th Avenue NE Project, and unfortunately, a 2nd storm sewer pipe and outfall will need to be installed in order to meet minimum State Aid roadway drainage standards.

To limit disruption to the Clear Lake Park grounds as much as possible, the new 36" outfall pipe will travel just south of, and parallel to, the existing outfall pipe. This new pipe will primarily impact the Park's parking lot and open space to the south and east before reaching the edge of Clear Lake. With this alignment, it appears that only one tree will need to be removed.

The additional storm sewer will add approximately \$400K to the total project cost. However, because the County will be cost sharing on the project's storm sewer improvements and a significant portion will be eligible for State Aid funds, the additional cost to be funded by the City's Storm Sewer Utility is estimated at between \$50K-\$100K.

In terms of the overall project, Staff expects 90%-95% plans to be ready for review within about a week, with a public meeting to review the final plans expected to be held in mid-December. The preliminary assessment hearing for this project will likely take place in January, and project bidding is anticipated to take place in February or March.