

REGULAR WASECA CITY COUNCIL MEETING
TUESDAY, DECEMBER 6, 2022, 7:00 PM
TRUTH IN TAXATION MEETING: 7:00 PM
AGENDA

1. CALL TO ORDER/ROLL CALL
2. MOMENT OF SILENCE/PLEDGE OF ALLEGIANCE
3. APPROVAL OF AGENDA
4. **TRUTH IN TAXATION MEETING**
5. PUBLIC COMMENT

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

6. REQUESTS AND PRESENTATIONS
7. CONSENT AGENDA
 - A. Minutes: Council Meeting & Work Session – November 15, 2022
 - B. Payroll & Expenditures
 - C. Payment #7 to Met-Con Construction for the Clear Lake Park Improvement Project
 - D. Resolution 22-60: Residential Tax Abatement for 1121 11th Ave SE
8. ACTION AGENDA
 - A. 2022 Sanitary Sewer Pipe and Manhole Rehab Improvements Project Status Updated (City Project 2022-11)
 - B. Resolution 22-62: Lower Land Lease Quote Tabulation and Lease
 - C. Resolution 22- 63: Airport Land Lease Quote Tabulation and Lease
 - D. Final Payment to Wencil Construction Inc. for the North State Street Trunk Water Main Improvements Project (City Project No. 2022-06)
9. REPORTS
 - A. City Manager's Report
 - B. Board and Commission Reports
10. ANNOUNCEMENTS
11. ADJOURNMENT

MINUTES
WASECA CITY COUNCIL WORK SESSION
TUESDAY, NOVEMBER 15, 2022

CALL TO ORDER

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

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

Staff Present: Lee Mattson, City Manager
Carl Sonnenberg, Utilities and Public Works Director
Alicia Fischer, Finance Director
Nate Willey, City Engineer
Julia Hall, City Clerk

1. City Manager and City Finance Director presented the proposed 2023 General Fund and Levy; followed by questions from Council.
Will be presented at the Tax in Taxation meeting scheduled for December 6, 2022 at 7:00 p.m.

There being no further discussion and no action taken, the work session adjourned at 6:49 p.m.

R. D. SRP
MAYOR

JULIA HALL
CITY CLERK

MINUTES
REGULAR WASECA CITY COUNCIL MEETING
TUESDAY, NOVEMBER 15, 2022

CALL TO ORDER/ROLL CALL

- 1 The regular Waseca City Council meeting was called to order by Mayor Srp at 7:00 p.m.

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

Staff Present: Lee Mattson, City Manager
Carl Sonnenberg, Utilities and Public Works Director
Nate Willey, City Engineer
Julia Hall, City Clerk

MOMENT OF SILENT PRAYER/PLEDGE OF ALLEGIANCE

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

APPROVAL OF AGENDA

3. Motion to approve agenda as written was made by Arndt, seconded by Rose. Motion carried 7-0.

PUBLIC COMMENT

4. A. Brian Dahnert, 607 8th Street NE; Wanted clarification on the increase in rental licensing fees.

REQUESTS AND PRESENTATIONS

5. None

CONSENT AGENDA

6. Motion to approve the consent agenda as presented was made by Rose, seconded by Mansfield. Mansfield recused himself for the vote. Motion carried 6-0.

ACTION AGENDA

7. A. Motion made by Rose to approve resolution 22-57 Support for the Active Transportation Grant, seconded by Conrath, motion carried 5-2. Nay Clemons and Mansfield.
B. Motion made by Conrath to authorize staff to execute all documents necessary to close the project and implement the Southwest Minnesota Housing Partnership (SCDP) Rental Rehab Project Grant, seconded by Rose, motion carried 7-0.

- C. Motion made Rose to approve Resolution 22-58 Establishing budget allocations for the City of Waseca American Rescue Plan ACT (ARPA) Funds, seconded by Conrath, motion carried 7-0.
 - a. Motion was made by Arndt to transfer the \$968,787.03 ARPA to the “Annexation Growth Fund”, seconded by Conrath, motion carried 7-0.

REPORTS

8.

A. City Manager’s Report

- 1. The City is looking to complete a stormwater project at 2nd Avenue and 2nd Street SW. Damage in the storm sewer has presented other issues that require a complete reconstruction. They are looking to use the funds from the Capitol Plan as it is an intersection and will not qualify for special assessments. Conrath approved the use of Capitol funds, seconded by Mansfield, motion carried 7-0.
- 2. Clear Lake Pavilion will not be completed this year. Sledding on the hill should be available.
- 3. Staff is reviewing the line of site concerns at Tink Larson Field.
- 4. Storm water pooling by Dairy Queen is due to the lack of inlets along the longer runs of curb.

B. Commission Reports

- 1. Heritage Preservation Commission (HPC) presented by Mayor Srp:
 - a. He would like to remain on the board after the new council is seated.
 - b. The HPC is looking into updates for the walking tour.
 - c. Julie Anderson, the Chair of the HPC gave information on the seminar she attended in Duluth.
 - d. A thank you to everyone who is on the boards and commissions.
- 2. Economic Development Authority (EDA) presented Mansfield:
 - a. The EDA is looking to have regular dialogue with the local newspaper on what is happening and/or coming up with the EDA.
 - b. The yellow house on State Street was purchased by Taylor Gates and will be a coffee shop. The city is working with Mr. Gates and MnDOT to finalize some requirements.
 - c. There was discussion of a possible food co-op coming to Waseca. That conversation is ongoing.
- 3. Discover Waseca Tourism Board presented by Jeremy Conrath:
 - a. The tourism board has also been working on the co-op that was mentioned in the EDA report, he is excited to see the work between the tourism board and other boards and commissions.
 - b. There is discussion of a possible mountain bike trail at Maplewood Park.
 - c. Approved funding for lights in the fair grounds again this year.
 - d. Approved funding for the Snowsecas that is for their snowmobile show on Clear Lake during the Sleigh and Cutter event.
 - e. QR codes for the Waseca Downtowns, in businesses and/or in the Discover Waseca magazine.

- f. There is a lot of movement going on right now and working with multiple subcommittees.

ANNOUNCEMENTS

- 9.
 - A. Mayor Srp announced:
 - 1. City election canvassing is scheduled for 6:00 p.m. on Thursday November 17th, in the Council Chambers.
 - B. Councilmember Christiansen announced:
 - 1. Boy Scouts are selling wreaths; the cost is \$18.
 - 2. Marching Jays had a good event, and another is scheduled for this weekend.
 - 3. Fairgrounds will have lights again this year.
 - 4. Asked if the joint meeting with Waseca County and the City of Waseca would be as scheduled with the turnover of Councilmembers to come in January. Mansfield asked to move it because he would not be available. It was collective approval that it be moved until after the first of the year.
 - C. Councilmember Arndt announced:
 - 1. Wanted to congratulate all the election winners and thank the voters.
 - 2. Wanted to thank Lee Mattson.
 - D. Council Member Rose announced:
 - 1. Enjoy the snow.
 - 2. Lee Mattson will be missed.
 - E. Councilmember Conrath announced:
 - 1. A thank you to the voters for “their vote of confidence”
 - 2. Also a thank you to John Clemons for stepping in until the election.
 - F. Mayor Srp announced:
 - 1. Thank you to Mr. Clemons who is “more than a colleague but also a friend”
 - 2. Thank you to Lee Mattson.

ADJOURNMENT

- 10. There being no further business to be brought before the Council, it was moved by Arndt to adjourn the meeting at 7:55 p.m., seconded by Conrath. Motion carried 7-0.

R. D. SRP
MAYOR

JULIA HALL
CITY CLERK

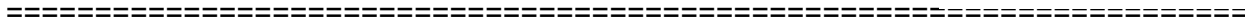
Micah Fischer

7B

LIST OF EXPENDITURES

December 6, 2022

Carl Combs



City Council	4,250.00
Streets	25,270.07
Parks	13,198.37
Wastewater	8,968.56
Utility Administration	9,944.38
Utility Offices	15,379.89
Electric	24,710.94
Water	19,279.09
Building and Code Compliance	5,873.21
Police	130,460.90
Administration	16,918.96
Community Aides	1,443.84
Fire	27,333.99
Paid On Call Fire Department	4,770.84
PEG	694.27
Election Judges	6,877.33
Finance	18,822.66
Connections	5,979.66
Community Development	4,187.59
Engineering	33,672.16
Recreation	5,001.91
Econ Development	<u>13,426.67</u>

Total Gross Payroll 396,465.29

*Less- Payroll Deductions (148,100.58)

Net Payroll Cost \$ 248,364.71

*These costs are included in Accounts Payable totals below

Accounts Payable

Expenditures dated:

November 11, 2022-December 1, 2022

Includes check #'s 158676-158720

Bank ACH Withdrawals..... 1,048,686.81

GRAND TOTAL EXPENDITURES \$ 1,297,051.52

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
General Fund						
11/30/2022	112226	MN Sales and Use Tax Payable	Sales Tax Payable	101-20210-0000	8.11	M
Total 101202100000:					8.11	
11/16/2022	112222	ACH Internal Revenue Service	FEDERAL WITHHOLDING TAX Pay Period: 11/13/2022	101-21701-0000	23,022.05	M
11/29/2022	112235	ACH Internal Revenue Service	FEDERAL WITHHOLDING TAX Pay Period: 11/27/2022	101-21701-0000	20,450.42	M
Total 101217010000:					43,472.47	
11/16/2022	112217	MN Department of Revenue	STATE WITHHOLDING TAX Pay Period: 11/13/2022	101-21702-0000	10,230.76	M
11/16/2022	112217	MN Department of Revenue	GARNISHMENT Pay Period: 11/13/2022	101-21702-0000	486.71	M
11/29/2022	112230	MN Department of Revenue	STATE WITHHOLDING TAX Pay Period: 11/27/2022	101-21702-0000	9,292.63	M
11/29/2022	112231	MN Department of Revenue	GARNISHMENT Pay Period: 11/27/2022	101-21702-0000	678.52	M
Total 101217020000:					20,688.62	
11/16/2022	112222	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 11/13/2022	101-21703-0000	8,018.57	M
11/16/2022	112222	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 11/13/2022	101-21703-0000	8,521.23	M
11/29/2022	112235	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 11/27/2022	101-21703-0000	8,145.49	M
11/29/2022	112235	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 11/27/2022	101-21703-0000	8,634.38	M
Total 101217030000:					33,319.67	
11/16/2022	112219	Public Employees Retirement Assn (ACH	PR 11.17.22 adj	101-21704-0000	.04	M
11/16/2022	112219	Public Employees Retirement Assn (ACH	PERA COORD Emplr 1% Pay Period: 11/13/2022	101-21704-0000	1,331.07	M
11/16/2022	112219	Public Employees Retirement Assn (ACH	PERA COORDINATED Employee Pay Period: 11/13/2022	101-21704-0000	8,652.21	M
11/16/2022	112219	Public Employees Retirement Assn (ACH	PERA POLICE Employee Pay Period: 11/13/2022	101-21704-0000	8,116.97	M
11/16/2022	112219	Public Employees Retirement Assn (ACH	DEF CONTRIBUTION/EMPL Pay Period: 11/13/2022	101-21704-0000	88.05	M
11/16/2022	112219	Public Employees Retirement Assn (ACH	PERA COORDINATED Employer Pay Period: 11/13/2022	101-21704-0000	8,652.21	M
11/16/2022	112219	Public Employees Retirement Assn (ACH	PERA POLICE Employer Pay Period: 11/13/2022	101-21704-0000	12,175.45	M
11/16/2022	112219	Public Employees Retirement Assn (ACH	DEF CONT Employer Pay Period: 11/13/2022	101-21704-0000	88.05	M
11/29/2022	112232	Public Employees Retirement Assn (ACH	Adj	101-21704-0000	.03	M
11/29/2022	112232	Public Employees Retirement Assn (ACH	PERA COORD Emplr 1% Pay Period: 11/27/2022	101-21704-0000	1,405.27	M
11/29/2022	112232	Public Employees Retirement Assn (ACH	PERA COORDINATED Employee Pay Period: 11/27/2022	101-21704-0000	9,134.49	M
11/29/2022	112232	Public Employees Retirement Assn (ACH	PERA POLICE Employee Pay Period: 11/27/2022	101-21704-0000	7,914.96	M
11/29/2022	112232	Public Employees Retirement Assn (ACH	PERA COORDINATED Employer Pay Period: 11/27/2022	101-21704-0000	9,134.49	M
11/29/2022	112232	Public Employees Retirement Assn (ACH	PERA POLICE Employer Pay Period: 11/27/2022	101-21704-0000	11,872.44	M
Total 101217040000:					78,565.73	
11/29/2022	158677	IBEW	IBEW UNION DUES Pay Period: 11/27/2022	101-21707-0000	267.88	
11/29/2022	158678	IUOE Local #70	FIRE UNION DUES Pay Period: 11/27/2022	101-21707-0000	106.00	
11/29/2022	158678	IUOE Local #70	IUOE UNION DUES Pay Period: 11/27/2022	101-21707-0000	481.50	
11/29/2022	158679	Law Enforcement Labor Services	POLICE SGT/LT DUES Pay Period: 11/27/2022	101-21707-0000	195.00	
11/29/2022	158679	Law Enforcement Labor Services	POLICE UNION DUES Pay Period: 11/27/2022	101-21707-0000	715.00	
Total 101217070000:					1,765.38	
11/29/2022	158681	MN Life	LIFE INSURANCE MN Pay Period: 11/27/2022	101-21710-0000	731.45	
11/29/2022	158681	MN Life	LIFE INSURANCE MN Pay Period: 11/27/2022	101-21710-0000	1,097.25	
11/29/2022	158681	MN Life	Bruder Dec Cobra	101-21710-0000	24.75	
11/29/2022	158681	MN Life	Dodson Dec Cobra	101-21710-0000	44.10	
11/29/2022	158681	MN Life	Gedicke Dec Cobra	101-21710-0000	23.30	
11/29/2022	158681	MN Life	Schult Dec Cobra	101-21710-0000	50.20	
11/29/2022	158681	MN Life	Cook Adj	101-21710-0000	16.50	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Total 101217100000:					1,954.55	
11/16/2022	158676	NCPERS Minnesota - 8266711	LIFE INSURANCE - PERA Pay Period: 11/13/2022	101-21711-0000	160.00	
Total 101217110000:					160.00	
11/16/2022	112222	ACH Internal Revenue Service	MEDICARE Pay Period: 11/13/2022	101-21712-0000	2,960.06	M
11/16/2022	112222	ACH Internal Revenue Service	MEDICARE Pay Period: 11/13/2022	101-21712-0000	3,077.63	M
11/29/2022	112235	ACH Internal Revenue Service	MEDICARE Pay Period: 11/27/2022	101-21712-0000	2,782.49	M
11/29/2022	112235	ACH Internal Revenue Service	MEDICARE Pay Period: 11/27/2022	101-21712-0000	2,896.84	M
Total 101217120000:					11,717.02	
11/16/2022	112223	MSRS- (DEF COMP)	MSRS - ROTH (AFTER TAX) Pay Period: 11/13/2022	101-21713-0000	1,350.00	M
11/16/2022	112223	MSRS- (DEF COMP)	MSRS - DEF COMP Pay Period: 11/13/2022	101-21713-0000	844.00	M
11/29/2022	112237	MSRS- (DEF COMP)	MSRS - ROTH (AFTER TAX) Pay Period: 11/27/2022	101-21713-0000	1,350.00	M
11/29/2022	112237	MSRS- (DEF COMP)	MSRS - DEF COMP Pay Period: 11/27/2022	101-21713-0000	844.00	M
Total 101217130000:					4,388.00	
11/16/2022	112221	Vantagepoint Transfer Agents 457	ICMA - ROTH (AFTER TAX) Pay Period: 11/13/2022	101-21714-0000	350.00	M
11/16/2022	112221	Vantagepoint Transfer Agents 457	ICMA DEF COMPENSATION Pay Period: 11/13/2022	101-21714-0000	582.69	M
11/29/2022	112234	Vantagepoint Transfer Agents 457	ICMA - ROTH (AFTER TAX) Pay Period: 11/27/2022	101-21714-0000	350.00	M
11/29/2022	112234	Vantagepoint Transfer Agents 457	ICMA DEF COMPENSATION Pay Period: 11/27/2022	101-21714-0000	582.69	M
Total 101217140000:					1,865.38	
11/16/2022	112218	AFLAC	AFLAC AFTER TAX Pay Period: 10/30/2022	101-21715-0000	364.59	M
11/16/2022	112218	AFLAC	AFLAC AFTER TAX Pay Period: 11/13/2022	101-21715-0000	364.59	M
11/16/2022	112218	AFLAC	AFLAC PRE TAX Pay Period: 11/13/2022	101-21715-0000	771.76	M
11/16/2022	112218	AFLAC	AFLAC PRE TAX Pay Period: 10/30/2022	101-21715-0000	771.76	M
Total 101217150000:					2,272.70	
11/30/2022	112216	Medsurety	Flex reimbursement	101-21716-0000	306.00	M
11/30/2022	112229	Medsurety	Flex reimbursement	101-21716-0000	500.00	M
11/16/2022	112225	Medsurety	HSA Contribution Pay Period: 11/13/2022	101-21716-0000	605.90	M
11/29/2022	112239	Medsurety	VEBA Contributions Pay Period: 11/27/2022	101-21716-0000	19,332.05	M
11/29/2022	112241	Medsurety	HSA Contribution Pay Period: 11/27/2022	101-21716-0000	605.90	M
11/29/2022	112240	Medsurety	HSA Contribution Pay Period: 11/27/2022	101-21716-0000	6,052.34	M
Total 101217160000:					27,402.19	
11/16/2022	112220	MN Child Support Payment Center	CHILD SUPPORT FLAT AMT Pay Period: 11/13/2022	101-21717-0000	972.76	M
11/29/2022	112233	MN Child Support Payment Center	CHILD SUPPORT FLAT AMT Pay Period: 11/27/2022	101-21717-0000	972.76	M
Total 101217170000:					1,945.52	
11/29/2022	112236	Delta Dental	Armendariz Dec Cobra	101-21719-0000	116.28	M
11/29/2022	112236	Delta Dental	DENTAL EE + CHLDRN Pay Period: 11/27/2022	101-21719-0000	160.54	M
11/29/2022	112236	Delta Dental	DENTAL SINGLE Employee Pay Period: 11/27/2022	101-21719-0000	532.44	M
11/29/2022	112236	Delta Dental	Rugger Dec Cobra	101-21719-0000	116.28	M
11/29/2022	112236	Delta Dental	Bruder Dec Cobra	101-21719-0000	29.58	M
11/29/2022	112236	Delta Dental	DENTAL FAMILY Employee Pay Period: 11/27/2022	101-21719-0000	1,046.52	M
11/29/2022	112236	Delta Dental	Gedicke Dec Cobra	101-21719-0000	29.58	M

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
11/29/2022	112236	Delta Dental	DENTAL EE + SPOUSE Pay Period: 11/27/2022	101-21719-0000	485.12	M
11/29/2022	112236	Delta Dental	Schult Dec Cobra	101-21719-0000	60.64	M
11/29/2022	112236	Delta Dental	Cook adj	101-21719-0000	29.58-	M
11/29/2022	112236	Delta Dental	Kahnke Adj	101-21719-0000	80.27	M
Total 101217190000:					2,627.67	
11/16/2022	112224	MN Public Employees Insurance Progra	Armendariz Nov COBRA	101-21720-0000	2,076.98	M
11/16/2022	112224	MN Public Employees Insurance Progra	PEIP Family Pay Period: 10/30/2022	101-21720-0000	14,954.22	M
11/16/2022	112224	MN Public Employees Insurance Progra	Gedicke Nov COBRA	101-21720-0000	755.94	M
11/16/2022	112224	MN Public Employees Insurance Progra	PEIP Single Pay Period: 10/30/2022	101-21720-0000	13,606.92	M
11/16/2022	112224	MN Public Employees Insurance Progra	PEIP Single Pay Period: 11/13/2022	101-21720-0000	13,606.92	M
11/16/2022	112224	MN Public Employees Insurance Progra	Matson Nov COBRA	101-21720-0000	755.94	M
11/16/2022	112224	MN Public Employees Insurance Progra	PEIP Employee + 1 Pay Period: 10/30/2022	101-21720-0000	1,094.24	M
11/16/2022	112224	MN Public Employees Insurance Progra	PEIP Employee + 1 Pay Period: 11/13/2022	101-21720-0000	1,094.24	M
11/16/2022	112224	MN Public Employees Insurance Progra	PEIP Employee + 1 Pay Period: 10/30/2022	101-21720-0000	4,377.17	M
11/16/2022	112224	MN Public Employees Insurance Progra	PEIP Employee + 1 Pay Period: 11/13/2022	101-21720-0000	4,377.17	M
11/16/2022	112224	MN Public Employees Insurance Progra	Rugger Nov COBRA	101-21720-0000	755.94	M
11/16/2022	112224	MN Public Employees Insurance Progra	PEIP Family Pay Period: 10/30/2022	101-21720-0000	3,738.60	M
11/16/2022	112224	MN Public Employees Insurance Progra	PEIP Family Pay Period: 11/13/2022	101-21720-0000	3,738.60	M
11/16/2022	112224	MN Public Employees Insurance Progra	Allen-Aug, Sept, Oct credit	101-21720-0000	6,230.94-	M
11/16/2022	112224	MN Public Employees Insurance Progra	PEIP Family Pay Period: 11/13/2022	101-21720-0000	14,954.22	M
11/16/2022	112224	MN Public Employees Insurance Progra	N. Schwartz Oct credit	101-21720-0000	755.94-	M
11/16/2022	112224	MN Public Employees Insurance Progra	Krienke-diff between single and fam plan	101-21720-0000	1,321.04-	M
Total 101217200000:					71,579.18	
11/29/2022	112238	VSP	VISION FAMILY Employee Pay Period: 11/27/2022	101-21722-0000	148.33	M
11/29/2022	112238	VSP	VISION SINGLE Employee Pay Period: 11/27/2022	101-21722-0000	47.39	M
11/29/2022	112238	VSP	VISION + ONE Employee Pay Period: 11/27/2022	101-21722-0000	110.07	M
11/29/2022	112238	VSP	Bruder Dec Cobra	101-21722-0000	6.77	M
11/29/2022	112238	VSP	Rugger Dec Cobra	101-21722-0000	12.23	M
11/29/2022	112238	VSP	Schult Dec Cobra	101-21722-0000	12.23	M
11/29/2022	112238	VSP	Hellevik, B Adj	101-21722-0000	8.96	M
Total 101217220000:					345.98	
12/01/2022	20220946	Christiansen, Mark	Technology Reimbursement	101-41110-3200	239.69	
12/01/2022	158691	Clemons, John	Technology Reimbursement	101-41110-3200	100.00	
Total 101411103200:					339.69	
12/01/2022	20220981	Waseca Area Senior Citizens Center	City Contribution	101-41110-4455	1,125.00	
Total 101411104455:					1,125.00	
11/29/2022	158680	Madison National Life Insurance Co Inc	December 2022 LTD	101-41320-1340	10.03	
11/29/2022	158680	Madison National Life Insurance Co Inc	December 2022 LTD	101-41320-1340	11.78	
Total 101413201340:					21.81	
12/01/2022	20220968	Metro Sales Inc.	HR Printer Issues	101-41320-3100	170.00	
12/01/2022	158705	Shred-it USA LLC	Monthly shred service	101-41320-3100	21.43	
Total 101413203100:					191.43	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
12/01/2022	20220937	A. H. Hermel Company	Pop for Vending Machine	101-41320-4945	72.77
Total 101413204945:					72.77
11/29/2022	158680	Madison National Life Insurance Co Inc	December 2022 LTD	101-41500-1340	73.53
Total 101415001340:					73.53
12/01/2022	20220938	Amazon	Calendars	101-41500-2000	20.96
12/01/2022	158704	PTM Document Systems	W-2 and 1099 tax forms and envelopes	101-41500-2000	74.76
Total 101415002000:					95.72
12/01/2022	20220938	Amazon	Elf for Wellness Activity	101-41500-2200	31.98
Total 101415002200:					31.98
12/01/2022	20220954	Flaherty & Hood PA	October Legal Fees	101-41600-3000	1,555.00
12/01/2022	20220954	Flaherty & Hood PA	Labor & Employment Consult Services	101-41600-3000	725.00
12/01/2022	158719	Waseca County Treasurer	Legal Services Contract payment	101-41600-3000	5,370.33
Total 101416003000:					7,650.33
12/01/2022	20220973	Pantheon Computer Systems Inc.	Hard Drive	101-41920-2050	549.99
Total 101419202050:					549.99
12/01/2022	20220973	Pantheon Computer Systems Inc.	Maintenance Agreement	101-41920-3100	7,244.18
Total 101419203100:					7,244.18
11/30/2022	112227	Quadient Leasing	Postage Machine Lease	101-41940-2000	435.00 M
Total 101419402000:					435.00
12/01/2022	20220937	A. H. Hermel Company	Janitorial Supplies	101-41940-2170	210.72
12/01/2022	158690	Cintas Corporation	First aid cabinet supplies - City Hall	101-41940-2170	70.24
Total 101419402170:					280.96
12/01/2022	20220943	Cady Business Technologies Inc	Monthly Phone Support Plan	101-41940-3100	262.62
12/01/2022	158689	Cintas Corp	Floor mat service	101-41940-3100	54.58
12/01/2022	158689	Cintas Corp	Floor mat service	101-41940-3100	54.58
12/01/2022	20220975	Stoltz Cleaning Services LLC	City Hall Cleaning	101-41940-3100	294.00
12/01/2022	158718	Waseca County Landfill	Appliance Disposal	101-41940-3100	10.00
Total 101419403100:					675.78
12/01/2022	158692	Consolidated Communications	Monthly Billing	101-41940-3200	227.77
12/01/2022	158692	Consolidated Communications	Monthly Billing	101-41940-3200	147.72
Total 101419403200:					375.49
12/01/2022	158687	Centerpoint Energy	Monthly Billing	101-41940-3800	276.01

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101419403800:					276.01
11/29/2022	158680	Madison National Life Insurance Co Inc	December 2022 LTD	101-41950-1340	23.37
Total 101419501340:					23.37
11/29/2022	158680	Madison National Life Insurance Co Inc	December 2022 LTD	101-42100-1340	470.07
Total 101421001340:					470.07
12/01/2022	20220938	Amazon	Office supplies	101-42100-2000	29.78
Total 101421002000:					29.78
12/01/2022	20220938	Amazon	uniform refund - Grotberg	101-42100-2180	13.34
12/01/2022	20220955	Gruenhagen, Elizabeth	uniform allowance	101-42100-2180	132.99
12/01/2022	20220957	Hartle, Courtney	Uniform Allowance	101-42100-2180	900.00
12/01/2022	20220976	Streicher's	uniform expense - Brass	101-42100-2180	703.96
12/01/2022	20220976	Streicher's	uniform expense - Brass	101-42100-2180	84.00
12/01/2022	20220976	Streicher's	uniform expense	101-42100-2180	236.99
Total 101421002180:					2,044.60
12/01/2022	158690	Cintas Corporation	First Aid - Police	101-42100-2190	45.71
Total 101421002190:					45.71
12/01/2022	158702	Overhead Door Company of Mankato Inc	Garage door repair - PD	101-42100-2230	109.00
12/01/2022	158710	Summit Fire Protection	PSB expense	101-42100-2230	450.88
Total 101421002230:					559.88
12/01/2022	158689	Cintas Corp	Mats - PD	101-42100-3100	8.98
12/01/2022	158689	Cintas Corp	Mats - PD	101-42100-3100	8.98
12/01/2022	158689	Cintas Corp	Mats - PD	101-42100-3100	8.98
12/01/2022	158689	Cintas Corp	Mats - PD	101-42100-3100	8.98
12/01/2022	158705	Shred-it USA LLC	Monthly shred service	101-42100-3100	21.44
12/01/2022	20220975	Stoltz Cleaning Services LLC	Public Safety Cleaning	101-42100-3100	63.00
Total 101421003100:					120.36
12/01/2022	158692	Consolidated Communications	Monthly Billing	101-42100-3200	227.77
12/01/2022	158692	Consolidated Communications	Monthly Billing	101-42100-3200	426.74
12/01/2022	158692	Consolidated Communications	Monthly Billing	101-42100-3200	44.74
Total 101421003200:					699.25
12/01/2022	158687	Centerpoint Energy	Monthly Billing	101-42100-3800	243.58
Total 101421003800:					243.58
12/01/2022	20220951	Creative Product Sourcing Inc. - DARE	DARE expense	101-42100-4600	413.70
Total 101421004600:					413.70

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
11/29/2022	158680	Madison National Life Insurance Co Inc	December 2022 LTD	101-42200-1340	16.73
Total 101422001340:					16.73
12/01/2022	20220937	A. H. Hermel Company	General Supplies	101-42200-2170	106.03
Total 101422002170:					106.03
12/01/2022	158685	Aspen Mills Inc	New FF Badges Lange & Schmidt	101-42200-2180	207.68
Total 101422002180:					207.68
12/01/2022	158690	Cintas Corporation	First Aid - Fire	101-42200-2190	32.13
Total 101422002190:					32.13
12/01/2022	158710	Summit Fire Protection	PSB expense	101-42200-2230	450.88
Total 101422002230:					450.88
12/01/2022	158689	Cintas Corp	Mats - FD	101-42200-3100	8.99
12/01/2022	158689	Cintas Corp	Mats - FD	101-42200-3100	8.99
12/01/2022	158689	Cintas Corp	Mats - FD	101-42200-3100	8.99
12/01/2022	158689	Cintas Corp	Mats - FD	101-42200-3100	8.99
12/01/2022	20220975	Stoltz Cleaning Services LLC	Public Safety Cleaning	101-42200-3100	63.00
Total 101422003100:					98.96
12/01/2022	158692	Consolidated Communications	Monthly Billing	101-42200-3200	44.74
Total 101422003200:					44.74
12/01/2022	158687	Centerpoint Energy	Monthly Billing	101-42200-3800	243.58
12/01/2022	158692	Consolidated Communications	Monthly Billing	101-42200-3800	48.20
Total 101422003800:					291.78
11/29/2022	158680	Madison National Life Insurance Co Inc	December 2022 LTD	101-42400-1340	23.35
11/29/2022	158680	Madison National Life Insurance Co Inc	December 2022 LTD	101-42400-1340	6.65
Total 101424001340:					30.00
12/01/2022	20220974	Personalized Printing Inc.	Inspection Notices	101-42400-2170	199.20
Total 101424002170:					199.20
12/01/2022	20220947	City Building Inspection Services LLC	Building inspections	101-42400-3000	9,858.96
Total 101424003000:					9,858.96
12/01/2022	20220964	Lenz Lawn Care & Landscaping Inc.	Mow & mulch leaves - 709 4th Ave NE	101-42400-3100	65.00
Total 101424003100:					65.00
11/29/2022	158680	Madison National Life Insurance Co Inc	December 2022 LTD	101-43000-1340	6.85
11/29/2022	158680	Madison National Life Insurance Co Inc	December 2022 LTD	101-43000-1340	95.92

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101430001340:					102.77
12/01/2022	158694	GS Direct Inc.	Paper for plotter	101-43000-2000	91.22
Total 101430002000:					91.22
12/01/2022	158716	Verizon Wireless	Monthly Verizon Data Bill	101-43000-3200	80.02
Total 101430003200:					80.02
11/29/2022	158680	Madison National Life Insurance Co Inc	December 2022 LTD	101-43100-1340	100.42
11/29/2022	158680	Madison National Life Insurance Co Inc	December 2022 LTD	101-43100-1340	2.16
Total 101431001340:					102.58
12/01/2022	20220956	H & J Fuel Inc	diesel fuel	101-43100-2120	3,604.13
Total 101431002120:					3,604.13
12/01/2022	20220938	Amazon	safety jacket	101-43100-2170	111.28
12/01/2022	20220941	Bomgaars Supply	Parts & Supplies	101-43100-2170	34.48
12/01/2022	20220944	Central Fire Protection Inc.	Extinguisher refill	101-43100-2170	24.25
12/01/2022	158690	Cintas Corporation	First Aid Cabinet Supplies	101-43100-2170	56.03
12/01/2022	20220959	IFACS	stainless steel ready rod & nuts,washers	101-43100-2170	20.56
12/01/2022	20220970	Napa Auto Parts	Supplies	101-43100-2170	4.22
Total 101431002170:					250.82
12/01/2022	158684	Aramark Uniform Services	uniform service	101-43100-2180	192.59
12/01/2022	158684	Aramark Uniform Services	uniform service	101-43100-2180	190.86
Total 101431002180:					383.45
12/01/2022	158692	Consolidated Communications	Monthly Billing	101-43100-3200	47.75
Total 101431003200:					47.75
12/01/2022	158687	Centerpoint Energy	Monthly Billing	101-43100-3800	299.30
Total 101431003800:					299.30
11/29/2022	158680	Madison National Life Insurance Co Inc	December 2022 LTD	101-43125-1340	26.03
11/29/2022	158680	Madison National Life Insurance Co Inc	December 2022 LTD	101-43125-1340	2.16
Total 101431251340:					28.19
11/29/2022	158680	Madison National Life Insurance Co Inc	December 2022 LTD	101-43170-1340	5.58
Total 101431701340:					5.58
12/01/2022	20220969	M-R Sign Company Inc.	Signs	101-43170-2170	65.11
12/01/2022	20220969	M-R Sign Company Inc.	Signs	101-43170-2170	144.85
Total 101431702170:					209.96

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
11/29/2022	158680	Madison National Life Insurance Co Inc	December 2022 LTD	101-43220-1340	9.30
Total 101432201340:					9.30
12/01/2022	20220960	Independent School District #829	City Contribution Community Ed	101-45100-3100	8,333.33
Total 101451003100:					8,333.33
11/29/2022	158680	Madison National Life Insurance Co Inc	December 2022 LTD	101-45130-1340	12.19
Total 101451301340:					12.19
12/01/2022	20220941	Bomgaars Supply	Parts & Supplies	101-45130-2170	14.48
12/01/2022	20220970	Napa Auto Parts	Supplies	101-45130-2170	9.08
Total 101451302170:					23.56
12/01/2022	158692	Consolidated Communications	Monthly Billing	101-45130-3200	241.55
Total 101451303200:					241.55
12/01/2022	158687	Centerpoint Energy	Monthly Billing	101-45130-3800	299.36
Total 101451303800:					299.36
11/29/2022	158680	Madison National Life Insurance Co Inc	December 2022 LTD	101-45200-1340	88.81
Total 101452001340:					88.81
12/01/2022	158686	Auto Value Waseca	Parts and supplies	101-45200-2170	59.07
12/01/2022	20220941	Bomgaars Supply	Parts & Supplies	101-45200-2170	58.96
12/01/2022	20220970	Napa Auto Parts	Supplies	101-45200-2170	90.00
Total 101452002170:					208.03
12/01/2022	158690	Cintas Corporation	First Aid Cabinet Supplies	101-45200-2190	60.44
Total 101452002190:					60.44
12/01/2022	20220970	Napa Auto Parts	Supplies	101-45200-2210	30.74
Total 101452002210:					30.74
12/01/2022	158686	Auto Value Waseca	Parts and supplies	101-45200-2230	31.54
12/01/2022	20220941	Bomgaars Supply	Parts & Supplies	101-45200-2230	171.93
Total 101452002230:					203.47
12/01/2022	20220970	Napa Auto Parts	Supplies	101-45200-2400	75.85
Total 101452002400:					75.85
12/01/2022	158699	Morsching Tree Service Inc	EAB - Ash Tree Removal Project #1	101-45200-3100	17,600.00
Total 101452003100:					17,600.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
12/01/2022	158692	Consolidated Communications	Monthly Billing	101-45200-3200	41.25
Total 101452003200:					41.25
12/01/2022	158687	Centerpoint Energy	Monthly Billing	101-45200-3800	129.30
12/01/2022	158687	Centerpoint Energy	Monthly Billing	101-45200-3800	18.60
Total 101452003800:					147.90
12/01/2022	158703	Premier Polysteel-ADA Enterprises Inc	Park Garbage Receptacles & Picnic table replacements	101-45200-4000	4,944.00
12/01/2022	20220982	Waseca Sand & Gravel Inc.	LLP Playground Equipment Install	101-45200-4000	196.25
Total 101452004000:					5,140.25
12/01/2022	20220975	Stoltz Cleaning Services LLC	Library Cleaning	101-45500-3100	200.00
Total 101455003100:					200.00
12/01/2022	158687	Centerpoint Energy	Monthly Billing	101-45500-3800	252.25
12/01/2022	158692	Consolidated Communications	Monthly Billing	101-45500-3800	68.33
Total 101455003800:					320.58
12/01/2022	20220962	Javens Mechanical Contracting Co.	Library Boiler	101-45500-4000	900.00
12/01/2022	20220962	Javens Mechanical Contracting Co.	Building repair	101-45500-4000	2,439.28
Total 101455004000:					3,339.28
Total General Fund:					381,151.89
Airport					
12/01/2022	158683	ADB Safegate Americas LLC	Airport lighting supplies	230-49810-2170	107.99
12/01/2022	20220941	Bomgaars Supply	Parts & Supplies	230-49810-2170	31.98
Total 230498102170:					139.97
12/01/2022	158688	CenturyLink	Airport Phone and Internet	230-49810-3200	112.10
Total 230498103200:					112.10
12/01/2022	158687	Centerpoint Energy	Monthly Billing	230-49810-3800	30.72
12/01/2022	122203	Xcel Energy	Airport Electric	230-49810-3800	174.20 M
12/01/2022	122201	Xcel Energy	Airport Electric	230-49810-3800	182.70 M
Total 230498103800:					387.62
12/01/2022	158718	Waseca County Landfill	Airport light bulb disposal	230-49810-4000	91.25
Total 230498104000:					91.25
Total Airport:					730.94
Recovery Coordinator Grant					
11/29/2022	158680	Madison National Life Insurance Co Inc	December 2022 LTD	256-46500-1340	30.73

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 256465001340:					30.73
Total Recovery Coordinator Grant:					30.73
Economic Development-General f					
11/29/2022	158680	Madison National Life Insurance Co Inc	December 2022 LTD	261-46700-1340	11.78
Total 261467001340:					11.78
12/01/2022	20220954	Flaherty & Hood PA	October Legal Fees	261-46700-3000	1,080.00
Total 261467003000:					1,080.00
Total Economic Development-General f:					1,091.78
Safe Haven Grant					
11/29/2022	158680	Madison National Life Insurance Co Inc	December 2022 LTD	279-46350-1340	17.22
Total 279463501340:					17.22
Total Safe Haven Grant:					17.22
Capital Improvement					
12/01/2022	20220966	Met-Con Construction Inc	Clear Lake Park Project	430-43010-5435	50,028.90
12/01/2022	158708	Stantec Consulting Services Inc	Clear Lake Park Project	430-43010-5435	4,685.75
Total 430430105435:					54,714.65
Total Capital Improvement:					54,714.65
Water					
11/30/2022	112226	MN Sales and Use Tax Payable	Sales Tax Payable	601-20210-0000	1,337.54 M
Total 601202100000:					1,337.54
12/01/2022	158700	Neleman, Paul	Water Access fee Reimbursement	601-37175-0000	1,240.00
Total 601371750000:					1,240.00
12/01/2022	158695	Hawkins Inc	Demurrage	601-49401-2170	210.00
12/01/2022	158695	Hawkins Inc	City Wells Chemicals	601-49401-2170	8,612.43
12/01/2022	158695	Hawkins Inc	Conagra Well Chemicals	601-49401-2170	2,248.13
Total 601494012170:					11,070.56
12/01/2022	158687	Centerpoint Energy	Monthly Billing	601-49401-3800	38.33
12/01/2022	122202	Xcel Energy	Water Tower Electric Service	601-49401-3800	160.55 M
Total 601494013800:					198.88
11/16/2022	112222	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 11/13/2022	601-49430-0000	502.66 M
11/16/2022	112222	ACH Internal Revenue Service	MEDICARE Pay Period: 11/13/2022	601-49430-0000	117.57 M
11/29/2022	112235	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 11/27/2022	601-49430-0000	488.89 M
11/29/2022	112235	ACH Internal Revenue Service	MEDICARE Pay Period: 11/27/2022	601-49430-0000	114.35 M

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 601494300000:					1,223.47
11/29/2022	158680	Madison National Life Insurance Co Inc	December 2022 LTD	601-49430-1340	20.50
11/29/2022	158680	Madison National Life Insurance Co Inc	December 2022 LTD	601-49430-1340	45.34
Total 601494301340:					65.84
12/01/2022	20220938	Amazon	Tim T phone cover	601-49430-2170	23.49
12/01/2022	20220941	Bomgaars Supply	Parts & Supplies	601-49430-2170	13.99
Total 601494302170:					37.48
12/01/2022	158684	Aramark Uniform Services	uniforms	601-49430-2180	14.90
12/01/2022	158684	Aramark Uniform Services	uniforms	601-49430-2180	14.90
12/01/2022	158684	Aramark Uniform Services	Uniforms	601-49430-2180	14.90
12/01/2022	20220941	Bomgaars Supply	Parts & Supplies	601-49430-2180	67.99
Total 601494302180:					112.69
12/01/2022	20220967	Metering & Technology Solutions	meter	601-49430-2215	1,247.33
Total 601494302215:					1,247.33
12/01/2022	20220953	Diamond Solutions	Electric Chop saw Blades	601-49430-2230	336.00
12/01/2022	20220977	Total Tool Supply Inc.	powertools	601-49430-2230	336.72
Total 601494302230:					672.72
12/01/2022	20220961	James Brothers Construction Inc.	main break Jamesbrothers fix	601-49430-4000	7,870.00
12/01/2022	20220977	Total Tool Supply Inc.	Construction Saw Kit	601-49430-4000	920.00
Total 601494304000:					8,790.00
11/30/2022	112227	Quadient Leasing	Postage Machine Lease	601-49585-3100	575.00 M
Total 601495853100:					575.00
12/01/2022	158692	Consolidated Communications	Monthly Billing	601-49585-3200	60.74
12/01/2022	158713	U.S. Postal Service	Postage - December utility bills	601-49585-3200	504.89
12/01/2022	158713	U.S. Postal Service	Annual First Class Presort Permit Fee	601-49585-3200	91.67
Total 601495853200:					657.30
12/01/2022	158709	Summit Account Resolution	Collction Fees	601-49585-4320	60.17
Total 601495854320:					60.17
11/29/2022	158680	Madison National Life Insurance Co Inc	December 2022 LTD	601-49586-1340	5.14
11/29/2022	158680	Madison National Life Insurance Co Inc	December 2022 LTD	601-49586-1340	2.80
11/29/2022	158680	Madison National Life Insurance Co Inc	December 2022 LTD	601-49586-1340	13.12
11/29/2022	158680	Madison National Life Insurance Co Inc	December 2022 LTD	601-49586-1340	6.56
Total 601495861340:					27.62
12/01/2022	20220954	Flaherty & Hood PA	October Legal Fees	601-49586-3000	160.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 601495863000:					160.00
12/01/2022	158714	United Systems & Software Inc	Mobile radio for meter reading	601-49586-4000	2,199.75
Total 601495864000:					2,199.75
12/01/2022	20220973	Pantheon Computer Systems Inc.	Maintenance Agreement	601-49586-4950	1,034.89
12/01/2022	20220973	Pantheon Computer Systems Inc.	Maintenance Agreement	601-49586-4950	1,034.89
Total 601495864950:					2,069.78
12/01/2022	20220950	Core & Main LP	Main Repair Parts	601-49593-5300	485.01
12/01/2022	158720	Wencl Construction Inc	North State Street Water Main	601-49593-5300	73,302.55
Total 601495935300:					73,787.56
Total Water:					105,533.69
Sanitary Sewer					
12/01/2022	158700	Neleman, Paul	Sewer access fee reimbursement	602-37275-0000	1,090.00
Total 602372750000:					1,090.00
11/29/2022	158680	Madison National Life Insurance Co Inc	December 2022 LTD	602-49470-1340	33.47
11/29/2022	158680	Madison National Life Insurance Co Inc	December 2022 LTD	602-49470-1340	2.16
Total 602494701340:					35.63
12/01/2022	158708	Stantec Consulting Services Inc	I&I Analysis for the Sewer CIP	602-49470-3000	3,213.50
12/01/2022	158708	Stantec Consulting Services Inc	Lift Station Review	602-49470-3000	1,372.00
Total 602494703000:					4,585.50
12/01/2022	158692	Consolidated Communications	Monthly Billing	602-49470-3200	669.33
Total 602494703200:					669.33
12/01/2022	158687	Centerpoint Energy	Monthly Billing	602-49470-3800	23.23
12/01/2022	158687	Centerpoint Energy	Monthly Billing	602-49470-3800	92.75
Total 602494703800:					115.98
12/01/2022	20220949	Condon Farm Service	mouse poison for generators	602-49470-4020	23.95
12/01/2022	20220950	Core & Main LP	Lift station panel	602-49470-4020	1,369.57
Total 602494704020:					1,393.52
11/29/2022	158680	Madison National Life Insurance Co Inc	December 2022 LTD	602-49480-1340	61.50
Total 602494801340:					61.50
12/01/2022	20220939	Applied Specialties Inc	Thickner polymer	602-49480-2170	6,406.40
12/01/2022	158695	Hawkins Inc	Demurrage	602-49480-2170	40.00
12/01/2022	158701	NSI Lab Solutions	chlorine mdl	602-49480-2170	102.50
12/01/2022	20220979	USA Blue Book	Lab Supplies	602-49480-2170	563.65

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 602494802170:					7,112.55
12/01/2022	20220941	Bomgaars Supply	Parts & Supplies	602-49480-2180	15.98
Total 602494802180:					15.98
12/01/2022	158717	Viking Industrial Center	Respirators	602-49480-2190	168.83
Total 602494802190:					168.83
12/01/2022	20220941	Bomgaars Supply	Parts & Supplies	602-49480-2210	25.99
Total 602494802210:					25.99
12/01/2022	20220970	Napa Auto Parts	Supplies	602-49480-2240	85.50
Total 602494802240:					85.50
12/01/2022	20220940	Barr Engineering Company	Blower Service	602-49480-3000	498.00
Total 602494803000:					498.00
12/01/2022	158689	Cintas Corp	Floor mat service	602-49480-3100	9.60
12/01/2022	158689	Cintas Corp	Floor mat service	602-49480-3100	15.80
12/01/2022	158689	Cintas Corp	Floor mat service	602-49480-3100	9.60
12/01/2022	158690	Cintas Corporation	First Aid Cabinet Supplies	602-49480-3100	60.19
12/01/2022	20220965	M & R Electric Inc.	electric heaters	602-49480-3100	221.85
12/01/2022	20220971	Nardini Fire Equipment	Generator Fire suppression	602-49480-3100	670.25
12/01/2022	20220972	North Shore Analytical Inc.	Mercury Testing	602-49480-3100	570.00
12/01/2022	158706	Spee-Dee Delivery Service Inc.	industrial sampling	602-49480-3100	27.90
Total 602494803100:					1,585.19
12/01/2022	158692	Consolidated Communications	Monthly Billing	602-49480-3200	216.06
Total 602494803200:					216.06
12/01/2022	158687	Centerpoint Energy	Monthly Billing	602-49480-3800	741.63
12/01/2022	158707	SSI Crestmark MN Holding LLC	Solar Power	602-49480-3800	13,195.19
12/01/2022	158715	USS MN V MT LLC	Solar Power	602-49480-3800	2,494.94
Total 602494803800:					16,431.76
11/29/2022	158680	Madison National Life Insurance Co Inc	December 2022 LTD	602-49585-1340	19.57
11/29/2022	158680	Madison National Life Insurance Co Inc	December 2022 LTD	602-49585-1340	19.57
Total 602495851340:					39.14
11/30/2022	112227	Quadient Leasing	Postage Machine Lease	602-49585-3100	575.00 M
Total 602495853100:					575.00
12/01/2022	158692	Consolidated Communications	Monthly Billing	602-49585-3200	60.74
12/01/2022	158713	U.S. Postal Service	Postage - December utility bills	602-49585-3200	504.89
12/01/2022	158713	U.S. Postal Service	Annual First Class Presort Permit Fee	602-49585-3200	91.67

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 602495853200:					657.30
12/01/2022	158709	Summit Account Resolution	Collction Fees	602-49585-4320	115.31
Total 602495854320:					115.31
11/29/2022	158680	Madison National Life Insurance Co Inc	December 2022 LTD	602-49586-1340	5.14
11/29/2022	158680	Madison National Life Insurance Co Inc	December 2022 LTD	602-49586-1340	2.80
11/29/2022	158680	Madison National Life Insurance Co Inc	December 2022 LTD	602-49586-1340	13.12
Total 602495861340:					21.06
12/01/2022	20220954	Flaherty & Hood PA	October Legal Fees	602-49586-3000	212.50
Total 602495863000:					212.50
12/01/2022	158708	Stantec Consulting Services Inc	I&I Phase 1 Rainfall Data Review	602-49593-5300	2,022.00
12/01/2022	158708	Stantec Consulting Services Inc	I&I Project	602-49593-5300	3,046.75
Total 602495935300:					5,068.75
12/01/2022	20220980	W W Goetsch Associates Inc.	Lift station valves	602-49593-5400	11,050.00
Total 602495935400:					11,050.00
Total Sanitary Sewer:					51,830.38
Electric Utility					
11/30/2022	112226	MN Sales and Use Tax Payable	Sales Tax Payable	604-20210-0000	31,792.35 M
Total 604202100000:					31,792.35
12/01/2022	158698	MN Prairie County Alliance	Accidental ACH payment to city	604-37000-3702	615.11
Total 604370003702:					615.11
11/30/2022	112228	SMMPA	SMMPA Power	604-49550-3810	364,612.98 M
Total 604495503810:					364,612.98
11/29/2022	158680	Madison National Life Insurance Co Inc	December 2022 LTD	604-49570-1340	2.48
Total 604495701340:					2.48
12/01/2022	20220958	High Voltage Equipment Diagnostics Inc.	Substation Annual Testing	604-49570-3100	7,283.81
Total 604495703100:					7,283.81
11/29/2022	158680	Madison National Life Insurance Co Inc	December 2022 LTD	604-49571-1340	54.76
Total 604495711340:					54.76
12/01/2022	20220941	Bomgaars Supply	Parts & Supplies	604-49571-2170	12.99

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 604495712170:					12.99
12/01/2022	20220982	Waseca Sand & Gravel Inc.	Site Restoration	604-49571-3100	481.50
Total 604495713100:					481.50
11/29/2022	158680	Madison National Life Insurance Co Inc	December 2022 LTD	604-49572-1340	5.51
Total 604495721340:					5.51
11/29/2022	158680	Madison National Life Insurance Co Inc	December 2022 LTD	604-49573-1340	9.93
Total 604495731340:					9.93
12/01/2022	20220942	Border States Electric Supply	primary splices	604-49573-2230	291.40
Total 604495732230:					291.40
12/01/2022	158693	Dahle Sod Farm	turf restoration	604-49573-3100	800.00
Total 604495733100:					800.00
11/29/2022	158680	Madison National Life Insurance Co Inc	December 2022 LTD	604-49574-1340	2.79
Total 604495741340:					2.79
12/01/2022	20220963	JT Services of MN	Street light bulbs	604-49574-2170	189.90
Total 604495742170:					189.90
12/01/2022	20220963	JT Services of MN	street light connectors	604-49574-2230	783.22
Total 604495742230:					783.22
12/01/2022	122204	Xcel Energy	October utilities	604-49574-3800	584.38 M
Total 604495743800:					584.38
11/29/2022	158680	Madison National Life Insurance Co Inc	December 2022 LTD	604-49584-1340	2.09
Total 604495841340:					2.09
11/29/2022	158680	Madison National Life Insurance Co Inc	December 2022 LTD	604-49585-1340	19.70
Total 604495851340:					19.70
11/30/2022	112227	Quadient Leasing	Postage Machine Lease	604-49585-3100	575.00 M
Total 604495853100:					575.00
12/01/2022	158692	Consolidated Communications	Monthly Billing	604-49585-3200	113.87
12/01/2022	158692	Consolidated Communications	Monthly Billing	604-49585-3200	51.22
12/01/2022	158713	U.S. Postal Service	Postage - December utility bills	604-49585-3200	504.89
12/01/2022	158713	U.S. Postal Service	Annual First Class Presort Permit Fee	604-49585-3200	91.66

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 604495853200:					761.64
12/01/2022	158709	Summit Account Resolution	Collction Fees	604-49585-4320	325.91
Total 604495854320:					325.91
11/29/2022	158680	Madison National Life Insurance Co Inc	December 2022 LTD	604-49586-1340	4.16
11/29/2022	158680	Madison National Life Insurance Co Inc	December 2022 LTD	604-49586-1340	5.37
11/29/2022	158680	Madison National Life Insurance Co Inc	December 2022 LTD	604-49586-1340	13.51
Total 604495861340:					23.04
12/01/2022	20220954	Flaherty & Hood PA	October Legal Fees	604-49586-3000	160.00
Total 604495863000:					160.00
12/01/2022	158705	Shred-it USA LLC	Monthly shred service	604-49586-3100	21.43
Total 604495863100:					21.43
12/01/2022	20220973	Pantheon Computer Systems Inc.	Maintenance Agreement	604-49586-4950	1,034.89
Total 604495864950:					1,034.89
12/01/2022	20220963	JT Services of MN	LED Streetlight photoeyes	604-49593-5300	1,583.41
Total 604495935300:					1,583.41
Total Electric Utility:					412,030.22
Storm Water Utility					
11/29/2022	158680	Madison National Life Insurance Co Inc	December 2022 LTD	651-43140-1340	11.16
Total 651431401340:					11.16
12/01/2022	158708	Stantec Consulting Services Inc	MS4 Permit Review	651-43140-3000	36.25
Total 651431403000:					36.25
11/29/2022	158680	Madison National Life Insurance Co Inc	December 2022 LTD	651-49585-1340	3.10
Total 651495851340:					3.10
Total Storm Water Utility:					50.51
Central Garage Services					
11/29/2022	158680	Madison National Life Insurance Co Inc	December 2022 LTD	701-43180-1340	36.80
Total 701431801340:					36.80
12/01/2022	20220945	Christensen Tire Service	Tire repair on shop cart	701-43180-2170	9.32
12/01/2022	20220970	Napa Auto Parts	Supplies	701-43180-2170	26.76
12/01/2022	158711	Texas Refinery Corp.	case of grease tubes for power grease guns	701-43180-2170	544.50

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 701431802170:					580.58
12/01/2022	158686	Auto Value Waseca	Parts and supplies	701-43180-2210	889.95
12/01/2022	20220952	Crysteel Truck Equipment Inc.	Markers	701-43180-2210	85.16
12/01/2022	158696	MacQueen Equipment Inc.	bearing for top auger for snogo blower	701-43180-2210	447.01
12/01/2022	158697	Metal Services of Blooming Prairie Inc	repair snogo blower top auger	701-43180-2210	403.75
12/01/2022	20220970	Napa Auto Parts	Supplies	701-43180-2210	1,269.70
12/01/2022	158712	Toppers Plus Inc	Edges for Plow	701-43180-2210	626.00
12/01/2022	20220978	Truck Center Companies	water pump repair on unit 20 & clear unfound codes	701-43180-2210	1,366.56
Total 701431802210:					5,088.13
12/01/2022	20220970	Napa Auto Parts	Supplies	701-43180-2400	7.29
Total 701431802400:					7.29
Total Central Garage Services:					5,712.80
Equipment Replacement Fund					
12/01/2022	20220948	Clarey's Safety Equipment Inc.	Rescue tool	705-49930-5400	35,792.00
Total 705499305400:					35,792.00
Total Equipment Replacement Fund:					35,792.00
Grand Totals:					1,048,686.81

Report Criteria:

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

CONTRACT CONSTRUCTION PAYMENT REQUEST

Date:11/29/2022

TO: Mayor & City Council
Lee Mattson, City Manager

PROJECT NAME: Clear Lake Park Improvement Project

CITY PROJECT NO. 2121

PAYMENT REQUEST : No. 7

PAYMENT PERIOD : 11/01/2022-11/30/2022

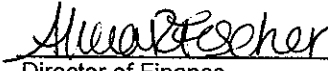
CONTRACTOR: Met-Con Construction

PAYMENT AMOUNT: \$50,028.90


Approved By:



Department Head Date 11.29.22



Director of Finance Date 11.30.22



City Manager Date 11.29.22

Stantec Architecture Inc.
733 Marquette Avenue Suite 1000, Minneapolis MN 55402-2309
Phone: (612) 712-2000

To:	Carl Sonnenberg	From:	Bruce Paulson
Company:	City of Waseca	<input type="checkbox"/>	For Your Information
Address:	508 South State Street Waseca, MN 56093	<input checked="" type="checkbox"/>	For Your Approval
Phone:	(507) 521-1540	<input checked="" type="checkbox"/>	For Your Review
		<input type="checkbox"/>	As Requested
Date:	November 28, 2022		
File:	193805326		
Delivery:	Email		

Reference: Clear Lake Park Improvements Application and Certificate for Payment

Attachment:

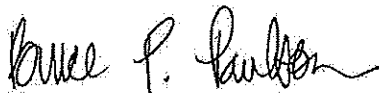
Copies	Doc Date	Pages	Description
1	11/28/2022	4	Application and Certificate for Payment No. 7

Hi Carl,

Please have the attached copy signed and then it can be scanned and emailed to Parker Beaupre at parker.beaupre@met-con.com and to me. Please let me know if you need paper copies and I will get them to you. Thank you.

Respectfully yours,

Stantec Architecture Inc.



Bruce P. Paulson
Senior Project Manager/Architect
Phone: (612) 712-2108
Cell: (651) 492-9089
Bruce.Paulson@stantec.com

c. File



Project: Clear Lake Park Improvements	Date: November 28, 2022
For Period: 11/1/2022 to 11/30/2022	Request No 7
Contractor: Met-Con Construction, Inc., 15760 Acorn Trail, Faribault, MN 55021	

CONTRACTOR'S REQUEST FOR PAYMENT
 CLEAR LAKE PARK IMPROVEMENTS
 CITY PROJECT NO. 21-21
 WASECA, MINNESOTA
 STANTEC FILE NO. 193805326

SUMMARY

1	Original Contract Amount		\$	<u>740,580.00</u>
2	Change Order - Addition	\$	<u>13,091.30</u>	
3	Change Order - Deduction	\$	<u>0.00</u>	
4	Revised Contract Amount		\$	<u>753,671.30</u>
5	Value Completed to Date		\$	<u>691,076.30</u>
6	Material on Hand		\$	<u>0.00</u>
7	Amount Earned		\$	<u>691,076.30</u>
8	Less Retainage 5%		\$	<u>34,553.82</u>
9	Subtotal		\$	<u>656,522.49</u>
10	Less Amount Paid Previously		\$	<u>606,493.58</u>
11	Liquidated damages -		\$	<u>0.00</u>
12	AMOUNT DUE THIS REQUEST FOR PAYMENT NO. <u>7</u>		\$	<u><u>50,028.90</u></u>

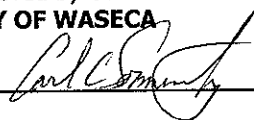
Recommended for Approval by:
STANTEC ARCHITECTURE INC.

See attached for signature

Approved by Contractor:
MET-CON CONSTRUCTION, INC.

See attached for signature

Approved by Owner:
CITY OF WASECA



Specified Contract Completion Date:
November 11, 2022

Date:
11.29.22



AIA Document G702™ - 1992

Application and Certificate for Payment

TO OWNER: City of Waseca
508 South State Street
Waseca, MN 56093

PROJECT: Clear Lake Park Improvements
1000 8th Ave NE
Waseca, MN 56093

APPLICATION NO: 4311000007
PERIOD TO: 11/30/2022

FROM CONTRACTOR: Mel-Con Construction, Inc.
15760 Acorn Trail
Faribault, MN 55021

VIA ARCHITECT: Stantec Architecture Inc.
733 Marquette Ave S, Ste 1000
Minneapolis, MN 55402

Distribution to: OWNER ARCHITECT CONTRACTOR FIELD OTHER

CONTRACT FOR: CONTRACT DATE: 3/1/2022
PROJECT NOS: 43110

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract AIA Document G703™, Continuation Sheet, is attached

1. ORIGINAL CONTRACT SUM \$ 740,580.00
2. NET CHANGE BY CHANGE ORDERS \$ 13,091.30
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 753,671.30
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 691,976.30
5. RETAINAGE \$ 34,553.82
 - a. % of Completed Work (Column D + E on G703) \$ 34,553.82
 - b. % of Stored Material (Column F on G703) \$ 34,553.82

6. TOTAL EARNED LESS RETAINAGE \$ 656,522.48
(Line 4 minus Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 606,493.58
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$ 50,028.90
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 97,148.82
(Line 3 minus Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 95,775.60	\$ (82,684.30)
Total approved this month	\$ 13,091.30	\$
NET CHANGES by Change Order	\$	\$

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.

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The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Mel-Con Construction, Inc.
By: *[Signature]* Date: 11/28/22
State of: MN
County of: Rice

Subscribed and sworn to before me this 28 day of November, 2022.

Notary Public: *[Signature]*
My commission expires: 1/31/23



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 50,028.90
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: *[Signature]*
By: *[Signature]* Date: 11-28-2022

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

An original assures that changes will not be obscured.

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AIA Document G703™ - 1992

Continuation Sheet

AIA Document G702™ (1992, Application and Certificate for Payment, or G732™ (2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
 In tabulations below, amounts are in US dollars.
 Use Column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NO:
 APPLICATION DATE:
 PERIOD TO:
 ARCHITECT'S PROJECT NO:

4311000007
 11/28/2022
 11/30/2022
 43110

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (if variable rate)
			FROM PREVIOUS APPLICATION (D-E)	THIS PERIOD					
1	General Conditions	40,200.00	38,200.00				38,200.00	2,000.00	1,910.00
2	Temp Conditions	24,220.00	23,220.00				23,220.00	1,000.00	1,161.00
3	Demolitions	68,809.00	68,809.00				68,809.00		3,440.45
4	Earthwork	54,770.00	54,770.00				54,770.00		2,738.50
5	Rebar Material	11,237.00	11,237.00				11,237.00		561.85
6	Concrete	67,600.00	67,600.00				67,600.00		3,380.00
7	Masonry	97,794.00	90,294.00	7,500.00			97,794.00		4,889.70
8	Metal Fabrications	12,049.00	12,049.00				12,049.00		602.45
9	Rough Carpentry	6,013.00	6,013.00				6,013.00		300.65
10	Insulation	2,086.00	2,086.00				2,086.00		104.30
11	Asphalt Shingles	18,950.00	18,950.00				18,950.00		947.50
12	Joint Sealants	6,500.00	5,500.00	1,000.00			6,500.00		325.00
13	HM Doors & Frames	16,633.00	14,000.00	2,633.00			16,633.00		831.65
14	Epoxy Floor Coating	15,275.00	11,275.00	4,000.00			15,275.00		763.75
15	Painting	85,229.00	17,700.00	37,529.00			55,229.00	30,000.00	2,761.45
16	Toilet Partitions	22,373.00	22,373.00				22,373.00		1,118.65
17	Toilet Accessories	9,480.00	9,480.00				9,480.00		474.00
18	PEMB Roof	68,112.00	43,112.00				43,112.00	25,000.00	2,155.60
19	HVAC/Plumbing	98,650.00	96,650.00				96,650.00	2,000.00	4,832.50
20	Electrical	14,600.00	12,005.00				12,005.00	2,595.00	600.25
30000	Change Order #001	9,253.90	9,253.90				9,253.90		462.70
30001	Change Order #002	3,254.40	3,254.40				3,254.40		162.72
30002	Change Order #003	583.00	583.00				583.00		29.15
GRAND TOTAL									

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AIA Document G703™ - 1992

Continuation Sheet

AIA Document G702™ - 1992, Application and Certificate for Payment, or G732™ - 2009, Application and Certificate for Payment; Construction Manager as Adviser Edition, containing Contractor's signed certification is attached in tabulations below. amounts are in US dollars. Use Column F on Contracts where variable retainage for line items may apply.

APPLICATION NO: 4311000007
 APPLICATION DATE: 11/28/2022
 PERIOD TO: 11/30/2022
 ARCHITECT'S PROJECT NO: 43110

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED <i>(Not in D or E)</i>	G TOTAL COMPLETED AND STORED TO DATE <i>(D+E+F)</i>	H BALANCE TO FINISH <i>(G-C)</i>	I RETAINAGE <i>(If variable rate)</i>
			FROM PREVIOUS APPLICATION <i>(D+E)</i>	THIS PERIOD					
Total GRAND TOTAL		753,671.30	638,414.30	52,662.00		691,076.30	91.69	62,595.00	34,553.82

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Title:	Approve Residential Tax Abatement for 1121 11 th Ave SE (PID 017.535.0540)		
Meeting Date:	December 6, 2022	Agenda Item Number:	7D
Action:	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	<ul style="list-style-type: none"> Residential Tax Abatement Agreement Resolution 22-60
Originating Department:	Economic Development	Presented By:	Int. City Manager
Approved By City Manager: <input type="checkbox"/>	Proposed Action: Approve Resolution 22-60, granting residential tax abatement for 1121 11 th Ave SE and approval for signature to Residential Tax Abatement Agreement		
How does this item pertain to Vision 2030 goals?	Leveraging Economic Development Opportunities and Developing High Quality Community Assets		

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 city ad valorem taxes for a period of 10 years. The total abatement amount for any single qualifying parcel is not to exceed \$20,458.85 in total abatements during the duration of the agreement with annual abatements not to exceed \$3,409.76. The abatement 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 22-60 and Residential Tax Abatement Agreement for 1121 11th Avenue SE

RESOLUTION NO. 22-60

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

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

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

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

WHEREAS, the City will use tax abatement for the purposes provided for in the Abatement Law and the City’s approved Tax Abatement to match the proposed term of the abatements for each eligible property that satisfies the conditions for abatement established herein (“the qualifying parcels described in Resolution 17-40, Appendix A”); and

WHEREAS, the City proposes to use tax abatement for the purposes provided for in the Abatement Law and the Abatement Policy (and hereinafter defined). The proposed term of the abatements for each eligible property that satisfies the conditions for abatement established herein (“the qualifying parcels”) will be for a term not to exceed ten years, with the City abating 50 percent of the portion of the City’s share of ad valorem property taxes on the qualifying parcel derived from the value of the residential structure for which the City issues a building permit and paid by the property owner. The total abatement amount for any single qualifying parcel is not to exceed \$20,458.85, for a maximum total abatement of City-imposed property taxes not to exceed \$3,409.76. 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 Daniel J Rux and Kim Rux (1121 11th Avenue SE) Parcel ID #17.535.0540.

Adopted this ____ day of December 2022.

R.D. SRP
MAYOR

ATTEST:

JULIA HALL
CITY CLERK

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

RESIDENTIAL TAX ABATEMENT AGREEMENT

BY AND BETWEEN

CITY OF WASECA, MINNESOTA AND

AND

DAN J RUX AND KIM RUX

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RESIDENTIAL TAX ABATEMENT AGREEMENT

THIS AGREEMENT, made as of the ____ day of December 2022, by and among the City of Waseca, Minnesota, a Minnesota municipal corporation (the “City”) and Dan J. Rux and Kim Rux, a married couple,

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 1121 11th Avenue SE in the City (Parcel No. 017.535.0540 (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 2024 through 2029 property taxes, in a total amount not to exceed \$20,458.58 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 Dan J. Rux and Kim Rux and their heirs, successors and assigns;

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

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

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

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

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

State means the State of Minnesota;

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

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

Tax Abatements means the City's reimbursement to the Developer of the City's share of ad valorem property taxes on the Property derived from the value of the residential development of the Property and paid by the Developer for a period not to exceed [ten] years, specifically with respect to the payable [2024] through [2033] property taxes, in a total amount not to exceed \$[20,458.85], pursuant to the specific provisions of Section 3.8;

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

(1) The Developer is a Married couple and residents of the State of Minnesota, and have the power to enter into the Agreement and to perform its obligations hereunder and is not in violation 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 2024 and continuing through taxes payable in 2029, in the lesser amount annually of \$3,409.76 or 75 percent of the City's share of ad valorem property taxes on the Property derived from the value of the residential development of the Property for that year.

(3) On or before January 1 and July 1 each year commencing July 1, 2024, and including January 1, 2029, 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, 2024, and including February 1, 2030, 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:

Dan J. Rux and Kim Rux
1121 11th Ave 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, 2029 (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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IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf, and the Developer has caused this Agreement to be duly executed in its name and on its behalf, on or as of the date first above written.

Dan J Rux and Kim Rux

Dan J. Rux

Kim Rux

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of December 2022, by Dan J. Rux and Kim Rux, husband and wife, Developer.

Notary Public

CITY OF WASECA, MINNESOTA

By _____
Its Mayor

By _____
Its City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF WASECA)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Roy Srp, as Mayor, and Carl C Sonnenberg, as Interim 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 # 017.535.0540

Lot 7, Block 7
Pondview of Waseca

Title:	2022 I&I Project Update		
Meeting Date:	December 6, 2022	Agenda Item Number:	8A
Action:	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Attached memo
Originating Department:	Sanitary Sewer Utility	Presented By:	Interim City Manager
Approved By City Manager: <input checked="" type="checkbox"/>			
How does this item pertain to Vision 2030 goals?	Working to resolve I&I problems improves City infrastructure, proves compliance with the MPCA Schedule of Compliance as approved by the City Council, reduces the likelihood of sewage in basements and area lakes, and increases sewer capacity for community growth		

BACKGROUND: The 2022 sanitary sewer lining project in the SE part of town was started a few weeks ago. As the attached memo from Joe Palen details, there have been some problems with reliability of contractor owned or rented equipment, as well as contractor medical issues which have delayed the project. City staff, Mr. Palen and the contractor have been working together to move the project forward.

BUDGET IMPACT: Mr. Palen and the contractor will be at the Council meeting to explain project status. There is not a negative budget expectation from the project status.

ALTERNATIVES CONSIDERED: City staff has been working with Mr. Palen in writing the attached memo.

RECOMMENDATION: City staff recommends, with Mr. Palen’s concurrence as is written within the attached memo:

“Based upon the present circumstances, it is my opinion that *a reasonable course of action is for the City of Waseca to table the HK-Solutions completion date extension request in order to gather more information and monitor construction until the December 20th Waseca Council meeting.* At the December 20th meeting, the City would be better positioned to decide if the contract extension is warranted and if Liquidated Damages should be waived in exchange of the two-year contractor warranty extension for both the sanitary sewer pipe lining and manhole rehabilitation work, with the City reserving the right to impose liquidated damages if HK-Solutions fails to meet the revised completion dates. After the final City Council decision is made on the extension of the construction completion dates, warranty extension and liquidated damages items, a contract change order will be prepared to formally modify the contracts with HK-Solutions.”

To:	Honorable Mayor and City Council Carl Sonnenberg – Utilities & Public Works Director, Interim City Manager Nate Willey - City Engineer City of Waseca	From:	Joseph Palen, PE Stantec – Rochester Office
File:	Stantec Project 193805525	Date:	December 1, 2022

**Reference: 2022 Sanitary Sewer Pipe and Manhole Rehab Improvements
Project Status Update
City Project 2022-11**

Waseca's 2022 Sanitary Sewer Pipe and Manhole Rehabilitation Improvements were awarded to HK-Solutions in separate contracts in June and July of 2022 and have a total contract value of \$299,822.03. The contract's specified substantial completion date for both sewer pipe and manhole rehabilitation work is November 25, 2022 and the Final contract completion date is December 9, 2022.

HK-Solutions has completed the pre-lining cleaning and televising of all sanitary sewer mains in the project. Numerous cracked pipe / fractures, pipe wall voids and protruding traps were observed, but the pipe can be rehabilitated using the specified pipe lining materials and techniques. As of December 1, 2022, the contractor has completed installation of approximately 23% of the sewer main lining included in the contract. No appreciable work has been completed on the sanitary sewer manhole rehabilitation work. We believe they have all necessary materials on hand to complete the sewer pipe lining and manhole rehab work. HK-Solutions had scheduled to begin their work in October but were delayed until mid-November due to a staff medical emergency and COVID positive crew members.

As a result of their staffing issues, HK-Solutions has requested an extension of the contract substantial completion date for sewer lining activities to December 16, 2022 and a final completion date of December 30, 2022. It is reasonable to assume that HK-Solutions will be able to complete the work within the extended completion date window and that the quality of the sewer lining project should not be impacted by weather conditions as sewer lining work routinely occurs during this time of year. That said, HK-Solutions has had multiple equipment issues over their first few weeks of work on the project that have resulted in delays in the work and the reinstating of lateral sewer services after pipe lining which negatively impacts adjacent residents. Stantec, City Staff and HK Solutions have discussed the equipment breakdowns and delays and redundant equipment systems and additional staff are being provided to hopefully remedy the situation and improve performance moving forward.

The manhole rehabilitation work that HK-Solutions is under contract to complete is more weather and temperature sensitive. Due to current conditions, HK-Solutions is proposing to delay Manhole Rehabilitation until the Spring of 2023 and have requested an extension of the contract substantial completion date for the Manhole Rehabilitation to be revised to May 15, 2023 and Final completion would be revised to May 30, 2023. We agree with the contractor that current conditions are not conducive to manhole rehabilitation work and we do not recommend the contractor proceed with the work until conditions improve in the Spring of 2023.

Waseca's contract with HK-Solutions provides the City with the option to impose liquidated damages for any delay in work beyond the contract completion dates using a formula of \$1,000 per calendar day beyond the specified completion date for the sewer pipe lining contract and \$500 per calendar day for each day beyond the specified completion date for the manhole rehabilitation improvements. Liquidated

Damages assessment is typically subject to winter suspension of construction activities due to weather conditions and may require proof of owner damage.

HK-Solutions has requested Waseca not impose liquidated damages for the construction schedule delays and associated construction completion date extension request. In exchange, HK-Solutions has offered to provide an additional two year warranty on their work. In addition, if HK-Solutions would fail to meet its proposed revised completion dates, it would again be subject to liquidated damages imposed by the City of Waseca.

Based upon the present circumstances, it is my opinion that a reasonable course of action is for the City of Waseca to table the HK-Solutions completion date extension request in order to gather more information and monitor construction until the December 20th Waseca Council meeting. At the December 20th meeting, the City would be better positioned to decide if the contract extension is warranted and if Liquidated Damages should be waived in exchange of the two-year contractor warranty extension for both the sanitary sewer pipe lining and manhole rehabilitation work, with the City reserving the right to impose liquidated damages if HK-Solutions fails to meet the revised completion dates. After the final City Council decision is made on the extension of the construction completion dates, warranty extension and liquidated damages items, a contract change order will be prepared to formally modify the contracts with HK-Solutions.

Representatives from both HK-Solutions and Stantec will be present at the December 6th City Council meeting to discuss the issues raised in this memo with City Council and Staff. If the City has any questions regarding the information contained within this memorandum, please also feel free to reach contact me at phone (507) 529-6036 or email joseph.palen@stantec.com.

Stantec Consulting Services Inc.



Joseph C. Palen PE
Principal

Title:	CITY OF WASECA LEWER FARM QUOTES		
Meeting Date:	December 6, 2022	Agenda Item Number:	8B
Action:	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Quote Tab Resolution 22-62
Originating Department:	Public Works	Presented By:	Interim City Manager
Approved By City Manager: <input checked="" type="checkbox"/>			
How does this item pertain to Vision 2030 goals?	Leverage economic development initiative by gaining farm rental income before development of the Lewer Farm		

BACKGROUND: The City Council decided to advertise the City owned Lewer Farm for a soybean crop in 2023. Two quotes were received on November 29th, as attached. The high quote is from the Huber family in the amount of \$13,328.00. *The Lewer family has the right of first refusal of the submitted high quote.*

RECOMMENDATION: *If the Lewer family has provided their answer to their right of first refusal by December 6th, staff recommends City Council adoption of Resolution 22-62.*

11/29/2022 10:00 a.m.

City of Waseca- Lower Land Lease Quote, Crop Year 2023

1) Name: The Hubers
 Address: 31908 State Hwy 13
Waseca
 North Field and South
 Field approx 49 acres @ 272⁰⁰
 Total \$ 13,328⁰⁰

2) Name: At A Farms
 Address: 10340 340th Ave
Waseca
 North Field and South
 Field approx 49 acres @ 200⁰⁰
 Total \$ 9,800⁰⁰

3) Name: _____
 Address: _____

 North Field and South
 Field approx 49 acres @ _____
 Total \$ _____

4) Name: _____
 Address: _____

 North Field and South
 Field approx 49 acres @ _____
 Total \$ _____

5) Name: _____
 Address: _____

 North Field and South
 Field approx 49 acres @ _____
 Total \$ _____

6) Name: _____
 Address: _____

 North Field and South
 Field approx 49 acres @ _____
 Total \$ _____

Carl Smith
Jessie Hall

RESOLUTION NO. 22-62

**A RESOLUTION AUTHORIZING THE LEASE
OF CITY OF WASECA LEWER FARM**

WHEREAS, the City of Waseca (City) desires to authorize the lease of City owned agricultural land at the City of Waseca owned Lewer Farm; and

WHEREAS, the City has advertised for written quotes and has received written quotes based on City written specifications.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Waseca that the Interim City Manager is hereby authorized to execute a one-year written lease in the amount of \$13,328 to the highest quote and based on the right of first refusal to the Lewer family. The one-year lease is awarded to _____.

Adopted this 6th day of December 2022.

R.D. SRP
MAYOR

ATTEST:

JULIA HALL
CITY CLERK

11/29/2022 10:00 a.m.

City of Waseca- Lower Land Lease Quote, Crop Year 2023

1) Name: The Hubers
 Address: 31908 State Hwy 13
Waseca
 North Field and South
 Field approx 49 acres @ 272⁰⁰
 Total \$ 13,328⁰⁰

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 Address: 10340 340th Ave
Waseca
 North Field and South
 Field approx 49 acres @ 200⁰⁰
 Total \$ 9,800⁰⁰

3) Name: _____
 Address: _____

 North Field and South
 Field approx 49 acres @ _____
 Total \$ _____

4) Name: _____
 Address: _____

 North Field and South
 Field approx 49 acres @ _____
 Total \$ _____

5) Name: _____
 Address: _____

 North Field and South
 Field approx 49 acres @ _____
 Total \$ _____

6) Name: _____
 Address: _____

 North Field and South
 Field approx 49 acres @ _____
 Total \$ _____

Carl Smith
Jessie Hall

Title:	CITY OF WASECA AIRPORT FARM QUOTES		
Meeting Date:	December 6, 2022	Agenda Item Number:	8C
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:	Quote Tab Resolution 22-63
Originating Department:	Utilities	Presented By:	Interim City Manager
Approved By City Manager: <input checked="" type="checkbox"/>			
How does this item pertain to Vision 2030 goals?	Airport Farmland leases enhance the airport financial operation as a high-quality community asset.		

BACKGROUND: The City Council routinely advertises the City owned Airport Farm for corn, soybean, and alfalfa. The current specifications are for a two-year lease, 2023-2024. Quotes will be opened on December 6th.

BUDGET IMPACT: The 2021-2022 quote was in the amount of \$133,763 for the two-year leases. The 2019-2020 high bid amount was \$132,114.00. All revenue from the airport farmland leases is used to operate the City Airport, as required by the FAA.

RECOMMENDATION: If the submitted quotes on December 6th are acceptable as presented to the City Council, staff recommends City Council adoption of Resolution 22-63.

RESOLUTION NO. 22-63

**A RESOLUTION AUTHORIZING THE LEASE
OF CITY OF WASECA AIRPORT FARM**

WHEREAS, the City of Waseca (City) desires to authorize the lease of City owned agricultural land at the City of Waseca Airport; and

WHEREAS, the City has advertised for written quotes and has received written quotes based on City written specifications.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Waseca that the Interim City Manager is hereby authorized to execute a two-year written lease in the amount of _____ to the highest quote submitted by _____.

Adopted this 6th day of December 2022.

R.D. SRP
MAYOR

ATTEST:

JULIA HALL
CITY CLERK

Title:	FINAL PAYMENT FOR THE NORTH STATE STREET TRUNK WATER MAIN IMPROVEMENTS PROJECT (CITY PROJECT NO. 2022-06)		
Meeting Date:	December 6, 2022	Agenda Item Number:	8D
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:	Pay Request No. 3 – Final Change Order No. 1
Originating Department:	Engineering	Presented By:	Interim City Manager
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to Approve Pay Request No. 3 – Final for the North State Street Trunk Water Main Improvements Project (City Project No. 2022-06).		
How does this item pertain to Vision 2030 goals?	Creating high quality community assets.		

BACKGROUND: The work on the North State Street Trunk Water Main Improvements Project (City Project No. 2022-06) has been completed and all work has been approved and accepted by Stantec and City staff. This project consisted of the replacement and upsizing of water main along North State Street (State Hwy 13) from 11th Ave to 19th Ave, including new fire hydrants and water service connections. The project is therefore ready for final acceptance and final payment.

The total cost is \$1,142,918.00 and the original contract amount was \$1,162,791.95. The original engineer’s construction estimate from Stantec was \$962,123.65. One change order (attached) totaling \$8,310.00 and final quantity adjustments of -\$28,183.95 account for the decrease of \$19,873.95 from the original contract price. The change order was for additional fittings, material, and testing for a high groundwater water main connection, the removal of additional steel casing, and the installation of a 4” water service via directional drilling instead of by open trench.

Final payment will be released after the contractor (Wencl Construction Inc.) has provided all required project close-out documentation.

BUDGET IMPACT: This project was included in the City’s Capital Improvement Plan with a total of \$1,725,000 in Water Utility funds budgeted. Stantec was contracted to complete project design and inspection for a not-to-exceed total of \$199,793 and American Engineering Testing (AET) was contracted to complete investigative soil borings for a not-to-exceed total of \$6,845, resulting in a total project cost of \$1,349,556.

RECOMMENDATION: Staff recommends the Waseca City Council accept the work and approve Pay Request No. 3 – Final for the North State Street Trunk Water Main Improvements Project (City Project No. 2022-06).

CONTRACT CONSTRUCTION PAYMENT REQUEST

Date: 11/29/2022

TO: Mayor & City Council
Lee Mattson, City Manager

PROJECT NAME: North State Trunk Watermain

CITY PROJECT NO. 2206

PAYMENT REQUEST : NO.3 and Final

PAYMENT PERIOD : 07/22/2022-11/01/2022

CONTRACTOR: Wencil Construction

PAYMENT AMOUNT: \$73,302.55

Approved By:

Lee Mattson 11.29.22
Department Head Date

Anna Resolter 11.30.22
Director of Finance Date

Lee Mattson 11.29.22
City Manager Date



Owner: City of Waseca, 508 South State St., Waseca, MN 56093	Date: November 11, 2022
For Period: 7/22/2022 to 11/1/2022	Request No: 3 & Final
Contractor: Wencil Construcion, Inc. 2800 Park Dr., Owatonna, MN 55060	

CONTRACTOR'S REQUEST FOR PAYMENT
 NORTH STATE STREET TRUNK WATERMAIN IMPROVEMENTS
 STANTEC PROJECT NO. 193805374

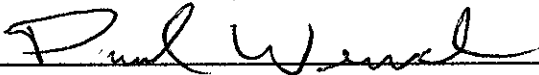
SUMMARY

1	Original Contract Amount		\$	<u>1,162,791.95</u>
2	Change Order - Addition	\$	<u>8,310.00</u>	
3	Change Order - Deduction	\$	<u>0.00</u>	
4	Revised Contract Amount		\$	<u>1,171,101.95</u>
5	Value Completed to Date		\$	<u>1,142,918.00</u>
6	Material on Hand		\$	<u>0.00</u>
7	Amount Earned		\$	<u>1,142,918.00</u>
8	Less Retainage		\$	<u> </u>
9	Subtotal		\$	<u>1,142,918.00</u>
10	Less Amount Paid Previously		\$	<u>1,069,615.45</u>
11	Liquidated damages -		\$	<u>0.00</u>
12	AMOUNT DUE THIS REQUEST FOR PAYMENT NO.	<u>3 & Final</u>	\$	<u><u>73,302.55</u></u>

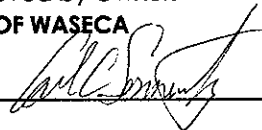
Recommended for Approval by:
STANTEC



Approved by Contractor:
WENCL CONSTRUCTION, INC.



Approved by Owner:
CITY OF WASECA



Specified Contract Completion Date:

Date: 11-29-22

No.	Item	Unit	Contract Quantity	Unit Price	Current Quantity	Quantity to Date	Amount to Date
PART 1: WATERMAIN IMPROVEMENTS							
1	MOBILIZATION	LS	1	\$15,000.00	0.1	1.0	\$15,000.00
2	TRAFFIC CONTROL	LS	1	\$12,000.00	0.1	1.0	\$12,000.00
3	4" C900 DR18 PVC WATERMAIN, INCL. TRACER WIRE	LF	100	\$30.00		69	\$2,070.00
4	6" C900 DR18 PVC WATERMAIN, INCL. TRACER WIRE	LF	143	\$40.00		118	\$4,720.00
5	6" C900 DR18 PVC WATERMAIN WITHIN EXISTING CASING						
		LF	60	\$200.00		69	\$13,800.00
6	8" C900 DR18 PVC WATERMAIN, INCL. TRACER WIRE	LF	45	\$50.00		8	\$400.00
7	12" C900 DR18 PVC WATERMAIN, INCL. TRACER WIRE	LF	5	\$60.00		5	\$300.00
8	16" FUSIBLE C905 DR18 PVC WATERMAIN, DIRECTIONALLY DRILLED, INCL. TRACER WIRE	LF	2925	\$220.00		2,925	\$643,500.00
9	4" GATE VALVE AND BOX	EA	2	\$2,200.00		2	\$4,400.00
10	6" GATE VALVE AND BOX	EA	11	\$3,000.00		11	\$33,000.00
11	8" GATE VALVE AND BOX	EA	1	\$3,500.00		1	\$3,500.00
12	16" GATE VALVE AND BOX	EA	9	\$5,500.00		9	\$49,500.00
13	CONNECT TO EXISTING (WATERMAIN)	EA	11	\$1,500.00		11	\$16,500.00
14	HYDRANT	EA	10	\$10,000.00		10	\$100,000.00
15	DUCTILE IRON FITTINGS	LB	4500	\$8.00		4,478	\$35,824.00
16	1" CURB STOP AND BOX	EA	5	\$700.00		5	\$3,500.00
17	1 1/2" CURB STOP AND BOX	EA	6	\$1,000.00		6	\$6,000.00
18	1" CORPORATION STOP WITH SADDLE	EA	5	\$800.00		5	\$4,000.00
19	1 1/2" CORPORATION STOP WITH SADDLE	EA	6	\$1,000.00		6	\$6,000.00
20	1" DR 11, HDPE WATER SERVICE PIPE (OPEN TRENCH)	LF	135	\$30.00		39	\$1,170.00
21	1" DR 11, HDPE WATER SERVICE PIPE (DIRECTIONAL DRILL)						
		LF	110	\$30.00		148	\$4,440.00
22	1 1/2" DR 11, HDPE WATER SERVICE PIPE (OPEN TRENCH)						
		LF	35	\$30.00		7	\$210.00
23	1 1/2" DR 11, HDPE WATER SERVICE PIPE (DIRECTIONAL DRILL)						
		LF	490	\$30.00		490	\$14,700.00
24	ABANDON WATER MAIN (SAND FILL AND BULKHEAD)	LF	2588	\$5.00		2,588	\$12,940.00
25	REMOVE HYDRANT	EA	8	\$500.00		8	\$4,000.00
26	TEMPORARY WATER SERVICE	LS	1	\$4,500.00		1	\$4,500.00
27	CONNECT TO EXISTING (SERVICE)	EA	10	\$6,000.00		10	\$60,000.00
28	REMOVE WATERMAIN PIPE FROM EXISTING CASING	LS	1	\$2,000.00		1	\$2,000.00
	TOTAL PART 1: WATERMAIN IMPROVEMENTS						\$1,057,974.00
PART 2: SURFACE IMPROVEMENTS							
29	REMOVE BITUMINOUS PAVEMENT	SY	675	\$5.00		416	\$2,080.00
30	REMOVE CONCRETE DRIVEWAY PAVEMENT	SY	25	\$20.00		0	\$0.00
31	REMOVE CONCRETE SIDEWALK	SY	50	\$10.00		58	\$580.00
32	REMOVE CONCRETE CURB AND GUTTER	LF	105	\$4.00		81	\$324.00
33	TYPE SP 9.5 WEARING COURSE (3,C)	TON	90	\$110.00	1	72.0	\$7,920.00
34	TYPE SP 12.5 NON-WEARING COURSE (3,B)	TON	150	\$170.00	1.5	90.5	\$15,385.00
35	BITUMINOUS MATERIAL FOR TACK COAT	GAL	60	\$10.00		60	\$600.00
36	COMMON EXCAVATION	CY	210	\$30.00		146	\$4,380.00
37	SELECT GRANULAR BACKFILL (CV) (P)	CY	370	\$50.00		370	\$18,500.00
38	AGGREGATE BASE, CLASS 5	TON	379.8	\$40.00	70.8	333.8	\$13,352.00
39	6" CONCRETE DRIVEWAY PAVEMENT (RESIDENTIAL)	SY	9.733	\$150.00		0	\$0.00
40	7" CONCRETE DRIVEWAY PAVEMENT (COMMERCIAL)	SY	15	\$150.00		0	\$0.00
41	4" CONCRETE SIDEWALK	SY	50	\$20.00		58	\$1,160.00
42	B618 CONCRETE CURB AND GUTTER	LF	100	\$35.00		81	\$2,835.00
43	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LF	110	\$5.00		0	\$0.00
44	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	845	\$3.00		506	\$1,518.00
45	EROSION CONTROL/ INLET PROTECTION	LS	1	\$3,000.00	0.1	1.0	\$3,000.00
46	HYDRAULIC BONDED FIBER MATRX, INCL. SEED MIX 25-131 AND FERT.	LS	1	\$5,000.00	0.5	1.0	\$5,000.00
	TOTAL PART 2: SURFACE IMPROVEMENTS						\$76,634.00
CHANGE ORDER NO. 1							
1	TH 13 20" DIA. STEEL CASING REMOVAL AT 19TH AVE NW	LS	1	\$6,210.00	1.0	1.0	\$6,210.00
2	HORIZONTAL DIRECTIONAL DRILL 4" WATER SERVICE	LS	1	\$2,100.00	1.0	1.0	\$2,100.00
	TOTAL CHANGE ORDER NO. 1						\$8,310.00
TOTAL PART 1: WATERMAIN IMPROVEMENTS							\$1,057,974.00
TOTAL PART 2: SURFACE IMPROVEMENTS							\$76,634.00
TOTAL CHANGE ORDER NO. 1							\$8,310.00
WORK COMPLETED TO DATE:							\$1,142,918.00

PROJECT PAYMENT STATUS

OWNER CITY OF WASECA
STANTEC PROJECT NO. 193805374
CONTRACTOR WENCL CONSTRUCTION, INC.

CHANGE ORDERS

No.	Date	Description	Amount
1	11/7/2022	TH 13 20" DIA. STEEL CASING REMOVAL AT 19TH AVE NW AND HORIZONTAL DIRECTIONAL DRILL 4" WATER SERVICE.	\$8,310.00
Total Change Orders			\$8,310.00

PAYMENT SUMMARY

No.	From	To	Payment	Retainage	Completed
1	05/01/2022	06/22/2022	\$885,552.00	\$46,608.00	\$932,160.00
2	06/23/2022	07/21/2022	\$184,063.45	\$56,295.55	\$1,125,911.00
3 & Final	07/22/2022	11/01/2022	\$73,302.55		\$1,142,918.00

Material on Hand

Total Payment to Date		\$1,142,918.00	Original Contract	\$1,162,791.95
Retainage Pay No. 3 & Final			Change Orders	\$8,310.00
Total Amount Earned		\$1,142,918.00	Revised Contract	\$1,171,101.95



Owner: City of Waseca, 508 South State Street, Waseca, MN 56093	Date: November 7, 2022
Contractor: Wencil Construction, Inc., 2800 Park Drive, Owatonna, MN 55060	

CHANGE ORDER NO. 1
 NORTH STATE STREET TRUNK WATERMAIN IMPROVEMENTS
 CITY PROJECT NO. 2022-06
 STANTEC PROJECT NO. 193805374

Description of Work

During the construction of the North State Street Trunk Watermain Improvements, the City of Waseca and Wencil Construction Inc. identified a number of modifications to the construction plans that were required to facilitate construction due to subsurface conditions identified during excavation for construction. These modifications have been incorporated into this Change Order to document the agreed upon modifications and methods of payment. These modifications are described as follows:

Item A - The existing 20-inch diameter steel casing crossing under TH 13, south of 19th Avenue extended out further than shown on the record drawings. As such, a section of the casing needed to be removed to facilitate connection to the existing watermain housed within the casing. Additional watermain fittings, backfill material and testing were required to complete the connection in high groundwater conditions. Payment for this lump sum item is in addition to bid unit price payments for the trunk watermain connection to the existing watermain housed within the steel casing.

Item B - The installation of the 4-inch diameter water service pipe serving Kwik Trip required installation via horizontal directional drilling in lieu of the planned open trench and casing installation. Use of horizontal directional drilling installation was necessary to protect an existing Waseca Public Utility electric transformer and other adjacent buried utilities and landscaping. Payment for this lump sum item is in addition to bid unit price payments for the water service installation.

No.	Item	Unit	Contract Quantity	Unit Price	Total Amount
CHANGE ORDER NO. 1					
A	TH 13 20" DIA. STEEL CASING REMOVAL AT 19TH AVE NW	LS	1	\$6,210.00	\$6,210.00
B	HORIZONTAL DIRECTIONAL DRILL 4" WATER SERVICE	LS	1	\$2,100.00	\$2,100.00
TOTAL CHANGE ORDER NO. 1:					\$8,310.00

Original Contract Amount	\$1,162,791.95
Previous Change Orders	\$0.00
This Change Order	\$8,310.00
Revised Contract Amount (including this change order)	\$1,171,101.95

CHANGE IN CONTRACT TIMES

Original Contract Times:
 Substantial Completion date: September 30, 2022
 Final Completion date: October 14, 2022

Increase of this Change Order:
 Substantial Completion date: September 30, 2022
 Final Completion date: October 14, 2022

Contract Time with all approved Change Orders:
 Substantial Completion (days or date): September 30, 2022
 Ready for final Payment (days or date): October 14, 2022

Recommended for Approval by:
STANTEC

Joseph C. DeLeon

Date:
11/07/2022

Approved by Contractor:
WENCL CONSTRUCTION, INC.

Approved by Owner:
CITY OF WASECA

Paul W. Wenzel

Paul G. ...

11/28/22
 Date

11.29.22
 Date

cc: Owner
 Contractor
 Stantec



COR# 1
6/10/2022

Wencl Construction, Inc
2800 Park Dr.
Owatonna, MN 55060

Bill To

City of Waseca
Casing Pipe Removal

Item Description	Amount
Casing pipe removal near 657+75. Per plan we were to tie into 12" PVC watermain, but there was casing pipe in the way. We had to cut casing pipe back, use extra fittings, and it completely changed schedule, including extra bacteria testing, rock, and dewatering.	
8 hours crew time X 600	\$4,800.00
18 ton 1 1/2" rock X \$20	\$360.00
Saw and 2 diamond blades	\$750.00
Trucking 1 1/2" and Casing disposal	\$300.00

Subtotal	\$6,210.00
Tax Rate	
Other Costs	
Total Cost	\$6,210.00

Make all checks payable to Wencl Construction, Inc.
If you have any questions concerning this invoice, use the following contact information:
Bryant Wencl 507-676-1318
Thank you for your business!



COR# 2
8/5/2022

Wencl Construction, Inc
2800 Park Dr.
Owatonna, MN 55060

Bill To
City of Waseca
Kwik Trip Service

Item Description	Amount
Extra cost to bore Kwik Trip water service June 21, 2022	
Extra cost from boring company	\$1,200.00
Crew time and planning	\$900.00

Subtotal	\$2,100.00
Tax Rate	
Other Costs	
Total Cost	\$2,100.00

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