



New Richland City Council Regular Meeting Agenda

June 12th, 2023

Agenda:

- 6:30 Call to Order**
- Roll Call**
- Pledge of Allegiance**
- Approve Agenda**

Consent Agenda Items

Items listed on the Consent Agenda are considered routine and non-controversial by the City Council. There will be no separate discussion of these items unless requested by the City Council.

1. Approve the Minutes of the May 22nd, 2023, City Council Meeting
2. Approve Liquor Licenses

Public Comments

Notice: We welcome the attendance of residents of the City of New Richland to the City Council meetings. Any resident of the City of New Richland may request permission to speak at a regular scheduled council meeting on any topic that is relevant to the operation of the city. Any resident wishing to address the city council shall either call City Hall and request to be put on the agenda or they can sign-up 10 minutes prior to the start of the meeting. At the discretion of the mayor, the speaker may address the topic either during the public portion of the meeting or at the time the item is being addressed by the council. The mayor will call upon the speaker at the appropriate time. Speaker shall state their name and topic to be addressed. Residents are expected to use proper etiquette, decorum and respect when addressing the council.

Request and Presentations

1. Petition to vacate alley between 6th & 7th Street NW
 - a. Set Public Hearing for 10th, 2023 @ 6:35 pm

Public Hearings

Ordinances and Resolutions

Department Reports

1. Ambulance Report – In Writing
2. Fire Department Report – In Writing
3. Police Department Report – In Writing
 - a. Accept resignation of PT Officer Gehrke

Unfinished Business

1. Flood Update / LMCIT Insurance Claim Information
2. Schwickert's Techta America Roof Inspections

New Business

1. Juneteenth Holiday
 - a. Update Employee Policy Manual
 - b. Update LELS Contract
2. Flood / Hydraulic Study Information
3. Joint Residential Tax Abatement Program w/ Waseca County
4. 1st Street NE Catch Basin Installation

Miscellaneous**Administrators Report****Mayor/Council Comments****Closed Meeting**

The meeting will be closed at this time pursuant to MN Statute section 13D.05, subd. 3 pursuant to attorney-client privilege to engage in confidential attorney-client communications and strategy related to litigation.

Adjournment

The next Regular City Council meeting will be held on Monday June 26th, 2023, at 6:30 pm



New Richland City Council Regular Meeting Minutes

April 24th, 2023

Members Present

Chad Neitzel
Jason Casey
Loren Skelton
Jody Wynnemer
Janda Ferguson

Staff Present

Anthony Martens-Administrator
Eric Hendrickson-Maintenance Lead
Bob Johannsen-Care Center Administrator
Shell Johnson-People Service
Herb Krueger-People Service

Others Present

Sharon Eckart
Marilyn Meyer
Linda Young
Dale Young
Sandy Peterson
Nicole Weitzel
Jennifer Plendl
Tom Plendl
Connie Johnson
Joyce Wobbrock
Randy Dokken
Mike Abbott
Sue Abbott

Community Partners Present

Doug Christopherson, County Commissioner
Brad Krause, County Commissioner
Chris Howard, Waseca County Drainage Management
Lance Loverink, MN Rural Water
Larry Muff, Waseca County Soil and Water

Others Present (continued)

Heather Hendrickson	Jennifer Weber	David Urban	Jeannie Joslyn
Bud Olson	Emily Colonna	Brenda Routh	Theresa Grubstad
John Hulloper	Dorothy Gonitzke	**illegible**	Me

Members Absent

None

The meeting was called to order by Mayor Chad Neitzel at 6:30 p.m.

Roll Call - All members present

Pledge of Allegiance

Approval of Agenda

- Administrator Martens requested the following changes to the agenda.
 - Add item #4 to New Business: Pay Equity Report Approval
 - Add item #5 to New Business: Accept resignation of FT Police Officer Herrmann
- Motion was made by Loren Skelton and seconded by Jason Casey to approve the agenda as amended. Carried (4 yes, 0 no)

Consent Agenda

1. Motion made by Loren Skelton and seconded by Janda Ferguson to approve the consent agenda. Carried (4 yes, 0 no)

May 11th, 2023, Flood Comments from City, County, Rural Water, Wastewater

1. Lance Loverink, MN Rural Water spoke to the community members in attendance and explained how the wastewater system was impacted by the flooding on May 11th and answered questions regarding the response, impact and prevention of backups into homes.
2. Doug Christopherson, County Commissioner spoke to the community members in attendance and detailed the counties steps and progress in working on water flow issues in and around New Richland and how they are working with the City of New Richland going forward. Commissioner Christopherson also answered questions from the community members.



New Richland City Council Regular Meeting Minutes

April 24th, 2023

3. Chris Howard, Waseca County Drainage Management also spoke to the community members about the county ditch running through New Richland and how the ditch is managed, evaluated and repaired. Chris Howard also answered questions from community members.

Public Comments

1. Larry Muff – Waseca County Soil and Water
 - a. Muff presented an alternate solution for a hydraulic study that can be done by ISG out of Mankato. He has worked with them during the One Watershed group project. He also shared concerns of legal liability on the City should they not take further action regarding flooding in the City of New Richland.

Requests and Presentations

- None

Ordinances and Resolutions (see attached)

- Motion made by Loren Skelton and seconded by Jason Casey to adopt resolution #23-11. A Resolution Assigning an Address to a Parcel. Carried (4 yes, 0 no)
- Motion made by Jason Casey and seconded by Janda Ferguson to adopt resolution #23-12. A Resolution Extending an Emergency Declaration. Carried (4yes, 0 no)

Reports

1. Care Center Report
 - Care Center report was presented by Bob Johannsen
 - Motion was made by Jason Casey and seconded by Janda Ferguson to approve the Care Center report. Carried (4 yes, 0 no)
2. People Service Report
 - People Service report was presented by Shell Johnson
 - Motion was made by Jason Casey and seconded by Loren Skelton to approve the purchase of an emergency response trailer to be shared by the Street, Water and Sewer departments for \$3,000 plus the cost of a ladder rack to be split between the apartments. Carried (4 yes, 0 no)
 - Motion made by Jason Casey and seconded by Janda Ferguson to approve the People Service report. Carried (4 yes, 0 no)
3. Street/Maintenance Report
 - Street and Maintenance report was presented by Eric Hendrickson
 - Motion was made by Loren Skelton and seconded by Jason Casey to approve the street repairs by WW Blacktopping in the amount of \$69,963.40 and Barga, Inc. in the amount of \$10,350 to be paid for out of the 2023 Capital Budget for Street Repairs. Carried (4 yes, 0 no)
 - Motion was made by Loren Skelton and seconded by Jody Wynnemer to approve the purchase of 10 stop signs and 10 traffic cones at a cost of \$600. Carried (4 yes, 0 no)
 - Motion made by Jason Casey and seconded by Janda Ferguson to approve the Street and Maintenance report. Carried (4 yes, 0 no)

Unfinished Business

- None



New Richland City Council Regular Meeting Minutes

April 24th, 2023

New Business

1. Flood Update
 - a. Administrator Martens provided a brief update on flood related issues.
2. EDA Grants
 - a. No grants were approved by the EDA so there is nothing to discuss.
3. Concession Stand Equipment Purchase
 - a. Administrator Martens provided an update on the concession stand and licensing.
 - b. Motion made by Loren Skelton and seconded by Jason Casey to approve the cost of a concession stand fridge, freezer, and microwave at a cost of \$2,541.57.
Carried (4 yes, 0 no)
4. Pay Equity Report
 - a. Motion made by Jody Wynnemer and seconded by Jason Casey to approve the pay equity report of 2022 as presented. Carried (4 yes, 0 no)
5. Resignation of FT Officer Brandon Herrmann
 - a. Motion made by Loren Skelton and seconded by Jason Casey to accept the resignation of FT Police Officer Brandon Herrmann and have the administrator send a thank you letter for his service to the community. Carried (4 yes, 0 no)
 - b. Motion made by Janda Ferguson and seconded by Jason Casey to approve the posting of the FT Police Officer position. Carried (4 yes, 0 no)

Miscellaneous

- None

Administrators Report

- Administrator Martens provided a report to the council on tasks completed since last meeting.
- Motion was made by Janda Ferguson and seconded by Jason Casey to approve the administrators report. Carried (4 yes, 0 no)

Mayor/Council Comments

- None

Adjournment – Motion for adjournment made by Loren Skelton and seconded by Janda Ferguson.
Carried (4 yes, 0 no) 8:32 p.m.

Submitted by,

Anthony Martens
City Administrator



Minnesota Department of Public Safety
Alcohol & Gambling Enforcement Division
445 Minnesota Street, 1600
St Paul, Minnesota 55101
651-201-7507

RENEWAL OF LIQUOR, WINE, CLUB OR 3.2% LICENSES

No license will be approved or released until the \$20 Retailer ID Card fee is received by Alcohol and Gambling Enforcement

Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. City Clerk/County Auditor are also required by M.S. 340A.404 S.3 to report any license cancellation.

License Code: CMBS License Period Ending: 6/30/2023 Iden: 61763
Issuing Authority: New Richland
Licensee Name: Blake, Travis J.
Trade Name: The Willows
Address: 100 St Hwy 13
New Richland, MN 56072
Business Phone: 5074631000
License Fees: Off Sale: \$200.00 On Sale: \$1,250.00 Sunday: \$100.00

By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. See back of this application for further information needed to complete this renewal.

Applicant's signature on this renewal confirms the following: Failure to report any of the following may result in civil penalties.

1. Licensee confirms it has no interest whatsoever, directly or indirectly in any other liquor establishments in Minnesota. If so, give details on back of this application.
2. Licensee confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
3. Licensee confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
4. Licensee confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on back of this renewal, then sign below.
5. Licensee confirms that during the past license year, a summons has not been issued under the Liquor Liability Law (Dram Shop) MS 340A.802. If yes, attach a copy of the summons, then sign below.
6. Licensee confirms that Workers Compensation insurance will be kept in effect during the license period. Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued.

Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued. \$100,000 in cash or securities or \$310,000 surety bond may be submitted in lieu of liquor liability. (3.2 liquor licenses are exempt if sales are less than \$25,000 at on sale, or \$50,000 at off sale).

Licensee Signature
(Signature certifies all above information to be correct and license has been approved by city/county.)

City Clerk/Auditor Signature
(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

County Attorney Signature
County Board issued licenses only (Signature certifies licensee is eligible for license).

Police/Sheriff Signature
Signature certifies licensee or associates have been checked for any state/local liquor law violations (criminal/civil) during the past five years. Report violations on back, then sign here.

CONFIDENTIAL

Date

Date

Date

Date



Minnesota Department of Public Safety
Alcohol & Gambling Enforcement Division
445 Minnesota Street, 1600
St Paul, Minnesota 55101
651-201-7507

RENEWAL OF LIQUOR, WINE, CLUB OR 3.2% LICENSES

No license will be approved or released until the \$20 Retailer ID Card fee is received by Alcohol and Gambling Enforcement

Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. City Clerk/County Auditor are also required by M.S. 340A.404 S.3 to report any license cancellation.

License Code: CMBS License Period Ending: 6/30/2023 Iden: 7667
Issuing Authority: New Richland
Licensee Name: Proehl, Karl
Trade Name: New Richland Liquor Co.
Address: 102 N Broadway/Box 451
New Richland, MN 56072
Business Phone: 5074653552
License Fees: Off Sale: \$200.00 On Sale: \$1,250.00 Sunday: \$100.00

By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. See back of this application for further information needed to complete this renewal.

Applicant's signature on this renewal confirms the following: Failure to report any of the following may result in civil penalties.

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2. Licensee confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
3. Licensee confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
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6. Licensee confirms that Workers Compensation insurance will be kept in effect during the license period. Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued.

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03-
Licensee Signature DC
(Signature certifies all above information to be correct and license has been approved by city/county.)

CONFIDENTIAL

320 06-07-2023
Date

City Clerk/Auditor Signature
(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

6/12/23
Date

County Attorney Signature
County Board issued licenses only (Signature certifies licensee is eligible for license).

Date

TR
Police/Sheriff Signature
Signature certifies licensee or associates have been checked for any state/local liquor law violations (criminal/civil) during the past five years. Report violations on back, then sign here.

6/8/23
Date

Petition for Vacating an Alley

PETITION FOR VACATION OF ALLEY OF LILLESVE SUBDIVISION IN THE CITY OF NEW RICHLAND, COUNTY OF WASECA, MINNESOTA.

TO: The City Council of New Richland, Minnesota

The undersigned, a majority of the property owners as set forth opposite their respective names, abutting the alley in Lillesve Subdivision, respectfully petition the city council to vacation aforesaid alley in Lillesve Subdivision. *See attached legal description.*

Print Name	Signature	Address of Property
<u>Ardis Entwistle</u>	<u>Ardis Entwistle</u>	<u>310 7th St. NW</u>
<u>Michelle Johnson</u>	<u>Michelle Johnson</u>	<u>301 6th St NW</u>
<u>Andrew Hager</u>	<u>Andrew Hager</u>	<u>301 6th St. NW</u>
<u>James Monahan</u>	<u>James Monahan</u>	<u>312 7th St. NW</u>
<u>CAAD Meitzel</u>	<u>Elizabeth Meitzel</u>	<u>600 Birch Ave N</u>
<u>Elizabeth Meitzel</u>		

Received on the 24th day of April, 2023

Signature of City Clerk



153250160

153250250

153250260

153250270

7TH ST NW

154260015

154260010

154260030

153250240

29.95

28.65

50.27

CITY OF NEW
RICHLAND

CEDAR AVENUE

155760130

154260060

154260040

154260070

6TH ST NW

155760080

154260100

154260110

154260120

Exhibit Variation
at 2:12:58 9-17-98
(p. 4 of 10)

LILLESVE SUBDIVISION

In the SE 1/4 NW 1/4 Sec 17 - T105N - R22W

CITY OF NEW RICHLAND COUNTY OF WASECA STATE OF MINNESOTA

CERTIFICATE OF DEDICATION

Donald B. Lilliesve and Karen H. Lilliesve, his wife, and Waseca Savings and Loan Association, a Minnesota corporation, owning all of the following described premises in the City of New Richland, Minnesota, to-wit:

Beginning at the southeast corner of the SEC 1/4 Sec 17 - T105N - R22W;

thence west 378.00 feet on the south line of said 1/4 section;

thence east 378.00 feet at a deflection angle of 90° 27'45" right to a point on the east line of said 1/4 section;

thence south 500.00 feet at a deflection angle of 89° 37'15" right to the east line of said 1/4 section, to the point of beginning;

being part of the SEC 1/4 Sec 17 - T105N - R22W, and containing 4.34 acres.

have caused the above described premises to be surveyed and platted as shown on the plat hereon, and have caused the same to be recorded in the public records of the County of Waseca, Minnesota, and also the utility easements appearing hereon, for the use of the municipality and for the use of the public.

Witness our hands this 24th day of June, 1979.

Notary Public in and for the State of Minnesota
My Commission Expires March 2, 1986

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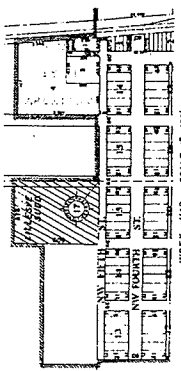
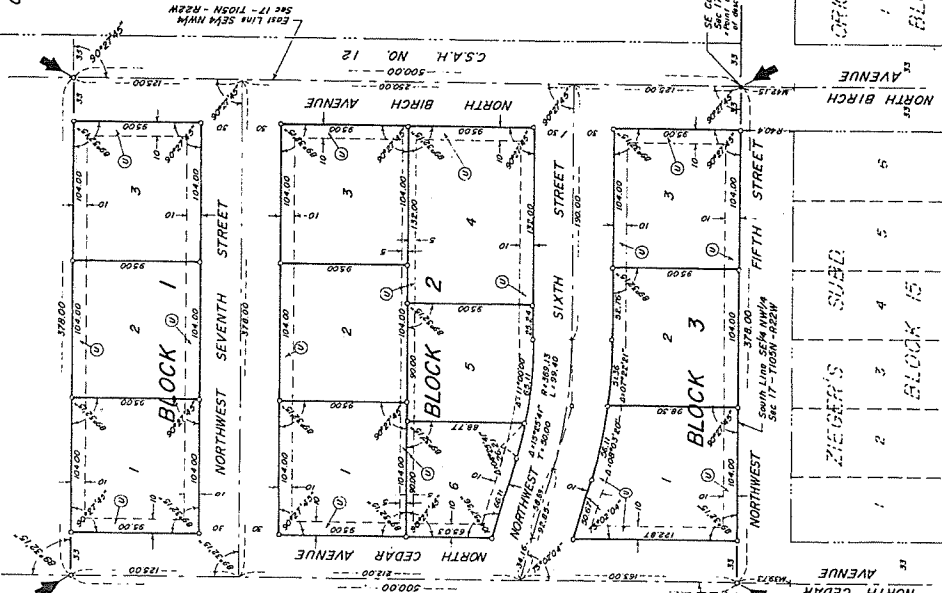
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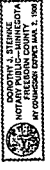
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JONES, HAUGH & SMITH INC
Civil Engineers & Land Surveyors
Albert Lea, Minnesota
May 1979
Drawn by Lyle Lemke

SURVEYOR'S CERTIFICATE
I, Harold H. Haugh, a duly registered land surveyor, do hereby certify that the plat hereon is a correct representation of the survey thereof, that all lines and boundaries shown thereon are correctly placed in the ground as shown, that the outside boundary lines are correctly designated on the plat, that all public highways located before the platting are correctly located and designated hereon, and that the plat is a true and correct copy of the original survey. Section 55.02 of 1965 Minnesota Statutes, except as shown on the plat.
Harold H. Haugh
Surveyor
Minnesota Reg. No. 9907

STATE OF MINNESOTA }
COUNTY OF WASECA }
The foregoing instrument was acknowledged before me this 15th day of June, 1979, by Harold H. Haugh



No delinquent taxes due, and transfer entered this 20th day of June, 1979.
County Auditor
Raymond J. Nelson

No delinquent taxes due, and transfer entered this 20th day of June, 1979.
County Auditor
Raymond J. Nelson

I, Roy Nelson, County Auditor, Waseca County, Minnesota, hereby certify that the plat hereon is a correct representation of the survey thereof, that all lines and boundaries shown thereon are correctly placed in the ground as shown, that the outside boundary lines are correctly designated on the plat, that all public highways located before the platting are correctly located and designated hereon, and that the plat is a true and correct copy of the original survey. Section 55.02 of 1965 Minnesota Statutes, except as shown on the plat.
Roy Nelson
County Auditor

STATE OF MINNESOTA }
COUNTY OF WASECA }
The foregoing instrument was acknowledged before me this 15th day of June, 1979, by Harold H. Haugh

I hereby certify that the within plat was filed in this office for record on the 20th day of June, 1979, at 10 o'clock A.M., and was duly recorded in Book 6 of Plats, Page 55.

Jessie J. Smith
County Recorder

That part of vacated Northwest Seventh Street, as shown on the plat of Lillesve Subdivision, as the same is platted and recorded in the office of the County Recorder of Waseca County, Minnesota; which begins on the NW corner of Block 2, thence N60 feet to the SW corner of Block 1, thence west on the south line of Block 1 to the SW corner of Block 1, thence S60 feet to the NE corner of Block 2, thence west to the point of beginning in said Lillesve Subdivision.

260470

260470

115

Office of the County Recorder Doc. No. A260470
Waseca County, Minnesota

Certified, filed and/or recorded
on 06/06/2005 at 01:15 PM

Pgs. 2

Fee: \$ 21.50

Well Certificate
☐ Received
☒ Not Required

Linda Karst
Waseca County Recorder
by lh

19.50 R

RESOLUTION 05-08

2 chg NW City of NR

**Resolution Ordering Renaming Seventh St NW
In Lillesve Subdivision to an Alley**

WHEREAS, the city council of New Richland has determined to change Seventh Street Northwest in Lillesve Subdivision, City of New Richland, Waseca County, MN to an Alley;

AND WHEREAS, The City of New Richland has annexed property to the City and ordered the Plat thereof and improvement thereof as Homestake Subdivision causing the platted Seventh Street Northwest to not be needed as a street;

THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NEW RICHLAND that the following description will be renamed to an alley;

That part of Northwest Seventh Street, as shown on the plat of Lillesve Subdivision, as the same is platted and recorded in the office of the County Recorder of Waseca County, Minnesota; which lies east of a line drawn from the northwest corner of Block 2 in said Lillesve Subdivision, to the southwest corner of block 1 in the said Lillesve Subdivision and west of a line drawn from the northeast corner of said Block 2 to the southeast corner of Block 1 in said Lillesve Subdivision;

Adopted by the council this 9th day of May, 2005.

Attest:

Wayne Bellis
(City Clerk/Treasurer)

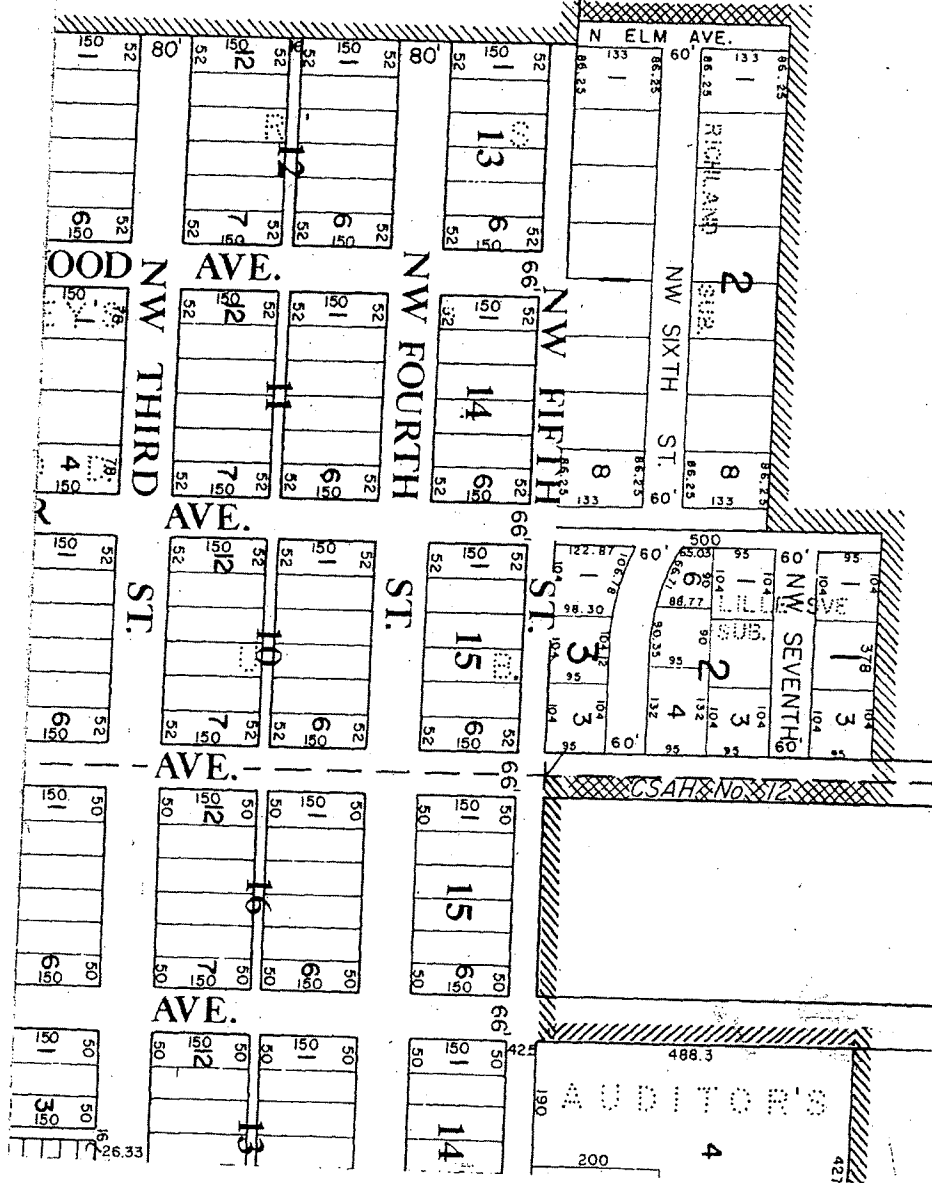
Jay Johnson
(Mayor)

LTS 1-3 RM1

LTS 1-3 RM2

Lillean subd

260470



Ambulance Report June 2023

Runs: As of June 8th we are at 81 runs for the year.

Crew: This last month we lost Scott Tangen, we wish him the best in the future.

Shelby would like to go through the EMT course and would need approval for her to go to class. She picks up her hours each month and would help our crew and scheduling a lot.

Gregg and Josh are both working on their first responder.

Would like to get approval for another EMT, they will need to attend a class.

Training committee:

We had an executive meeting discussing the training committee. We have decided to make Jason Colvin the official Training officer. The training committee did not have the participation that we were hoping for but have sent up field training officers (FTO's), these FTO's will train the students and have a list of things they must complete before being signed off to run on their own. We decided that we would use the FTO's to help with training. That way we see the areas that we need to work on and train on these. If you have a questions, I would be willing to sit down with you and discuss them.

Director:

I am working at looking to get my instructor certification. This way we could have an EMT/EMR courses here and people would not have to travel.

Community outreach:

Farm and City Day's are coming up and we will have a 5K run and also Bingo.

Sincerely

Sarah Sundve
New Richland Ambulance Director



NEW RICHLAND FIRE DEPARTMENT

MONTHLY COUNCIL REPORT

MONTH: MAY YEAR: 2023

FIRE CALLS: 1

MEDICAL CALLS: 1

TOTAL CALLS: 2

TRAINING COMPLETED DURING THE MONTH:

DOWNED FF TRAINING W/
NR AMBULANCE

ADDITIONAL INFORMATION:

F & C DAYS PANCAKE BREAKFAST
SAT JULY 8th, 2023
7 AM - 10 AM

Respectfully Submitted: *Josh Moen*, Fire Chief



New Richland Police Department

PO Box 57 203 North Broadway New Richland, MN 56072
Phone: (507) 465-3240 Fax: (507) 463-3198 Email: nrpd@cityofnewrichlandmn.com

Monthly Report

June 12th, 2023 Council Meeting

Activity/Calls for Service

The New Richland Police Department responded to *** 119 *** calls for service for the month of May.

Total Calls through ** May 2023 **: **487**

Total Calls through ** May 2022 **: **601**

Most calls requiring additional follow up have been completed. As always, we remind people to get in touch with us if they have any information regarding any incidents that have occurred in the City of New Richland or surrounding areas.

Items Completed in May

- “Grass/weed height” ordinance compliance letters were sent out May 24th. All letters that were sent have since complied.

Information

- Chief Bruegger has been in frequent communication with the Waseca County Sheriff’s Office about coverage for the city.

Training & Education

- Chief Bruegger attended the Minnesota Association of Women Police conference in Alexandria, MN.



New Richland Police Department

PO Box 57 203 North Broadway New Richland, MN 56072
Phone: (507) 465-3240 Fax: (507) 463-3198 Email: nrpd@cityofnewrichlandmn.com

Personnel

- Officer Gehrke's last shift was May 29th. He has taken a job with the Steele County Sheriff's department.
- Officer Herrman handed in his resignation effective June 9th. He will begin at the Waseca County Sheriff's Office in the coming days.
- Fulltime and Parttime applications are posted. We still have not received any applicants as of June 8th.

Purchases

- N/A

Squad Maintenance

- N/A

Equipment

- N/A

Upcoming Events / Important Items

- Mandatory "Emergency Vehicle Operations Course (EVOC)" for Chief Bruegger in St. Cloud on June 15th.
- Firearms and Taser training on June 20th.
- Farm and City Days July 7-9th.

Respectfully Submitted,

Tanyce Bruegger, #261
Chief of Police

Officer Ryan Gehrke
523 1st Street SW
New Richland, MN 56072

May 23, 2023

New Richland Police Department
203 North Broadway Avenue
New Richland, MN 56072

Dear Chief Bruegger and City of New Richland,

Please accept this letter as my formal notice of my resignation as a Police Officer with the New Richland Police Department effective June 8, 2023.

After 15½ years of dedicated service to the city and its citizens, I am transitioning into my new position as a Deputy Sheriff for the Steele County Sheriff's Office.

I appreciate the experience and knowledge gained that will directly help me serve the citizens of Steele County. I'm positive the New Richland Police Department will continue to work towards the betterment and protection of our community.

Sincerely,

Officer Ryan Gehrke #263
New Richland Police Department

Memo

To: City Council

From: Anthony Martens

cc:

Date: 6/8/23

Re: Flood Update / LMCIT Insurance Claim Information

Eric Hendrickson spent the day with the LMCIT Adjuster to go over the damages to various locations within the City of New Richland from the flood on May 11th. The following items were identified:

Garage at Legion Field – Siding damage, movement of garage

Concession Stand at Legion Field – Cleaning, damage to refrigerators and water heater

Park – Missing playground materials (wood chips)

WWTP – Damage to 58' of chain link fence and 2 6' posts & soil work for drainage

Some other damages were not covered including damage to a catch basin on 7th street.

We are continuing to work with them on the claim.

Waseca County has a flood disaster meeting with State Emergency Management in Waseca County on Friday June 9th, 2023, at 9am that I will attend.

Memo

To: City Council

From: Anthony Martens

cc:

Date: 6/8/23

Re: Schwickert's Tecta-America

Last fall the City Council spoke with Schwickert's regarding an inspection program for the City's buildings, more specifically the roofs on those buildings. Due to the snowfall, it was decided at that time that the council wished to delay inspections until this year so that an adequate inspection could be done to give the council an idea on replacement/repair to help facilitate budgeting and ultimately the capital plan for future years to come.

Schwickert's will be in New Richland in the near future to do building inspections and have asked if the council still wished for them to perform this service for us.

Staff recommends contracting with Schwickert's to perform the roof inspections and provide a detailed repair/replacement schedule for the City's properties. Quote is attached.



Date: 06-08-2023

To: City of New Richland

Attn: Tony Martens

Re: Tecta Tracker Inspection & Maintenance

Dear: Mr. Martens

Thank you for choosing Schwickert's Tecta America, LLC for your commercial roofing needs. The benefits of Roof Management stem from two principle areas. Maintaining the roof over time, through an annual maintenance program, helps avoid future financial emergency repairs and unplanned downtime. In addition, ongoing maintenance helps prolong the life of the roof, thus delaying the capital expenditure and improving return on investment.

The Tecta Tracker Planned Maintenance program is designed to take the worry out of roof maintenance, while protecting and prolonging the life of your roof by:

- Providing predictable roofing expenses and lowering overall repair costs
- Helping you budget for capital spending and predict roof replacements
- Keeping your warranties valid and your roofs performing at their best
- Helps avoid unexpected budget and roofing issues, facility downtime and premature roof failure or replacement
- Tailoring a program to specifically fit your roof and your business

Benefits included with the Tecta Tracker Planned Maintenance program include:

- A 5% discount on planned maintenance billing rates
- One low rate that covers emergency weekend and holiday repairs
- Priority status for service calls
- Fewer roof leak service calls
- Comply with insurance companies requirement of annual roof inspections, if applicable
- Comply with roof manufacturers requirements to maintain warranty.

Thank you for your time and this opportunity to work together. We look forward to working with you now and in the future!

Sincerely,

Daniel Schefers
Roofing Services Manager
Schwickert's Tecta America, LLC
Cell: 507-995-4172
Email: dschefers@schwickerts.com

TECTA AMERICA'S ROOF HOUSEKEEPING, MAINTENANCE REPAIR AND TECTA CARE AGREEMENT

WHEREAS, Schwickert's Tecta America LLC., herein called "Contractor" and "Customer", herein called "Owner" enter into an Agreement which defines and allocates responsibility for accomplishing various tasks intended to enable Owner's roof(s) located at (See Attachment #1) to remain in a watertight condition subject to the terms and conditions of this agreement.

NOW, THEREFORE, Contractor and Owner hereby agree as follows:

1. Definitions. For purposes of this Agreement, the terms "housekeeping", "maintenance" and "repair" shall have the following meanings:
 - a. Housekeeping - shall consist of those routine tasks which need to be done so that the roofing system may drain freely and function as designed, e.g., to clear debris from gutters, interior drains and through-wall scuppers.
 - b. Maintenance - periodic work intended to protect the roofing system from premature deterioration or failure. Such work includes: any required re-caulking on metal flashings and pitch pans; restoration of wind scoured ballast; topping off of pitch pans, checking and securement of clamping rings on drains; and application of protective coatings on base flashings and to membrane.
 - c. Repair - work needed to correct deficiencies or defects in the roofing system or damage to the roofing system in order to bring the roofing system back to a watertight condition.
 - d. TectaTracker – online roof asset management program with an assigned username and password.
2. During the term of this Agreement, Owner shall have the primary responsibility to perform housekeeping tasks with respect to the roofing system. Contractor shall make annual visual inspections of the roof and contiguous construction that may affect roof performance. Contractor shall submit a written report of each such inspection to Owner, stating the general condition of the roof system, including the membrane, details, fasteners, flashings, drains, vents, skylights and any other components related to the roof system. In its inspection report, Contractor shall recommend to Owner any repair work which should be performed in order to preserve and protect the roofing system. Owner shall pay contractor a fee not to exceed (See Attachment #1) for each annual inspection.
3. In the event of leaks in the roof system, Contractor shall make temporary repairs as required to stop such leaks as soon as reasonably possible after receiving notification from Owner. Temporary repairs shall be paid for on the basis of Contractor's direct and indirect costs, including a reasonable allowance for overhead and profit. The Owner will be billed for all materials used and only for those hours used above and beyond those included in this agreement. Contractor shall furnish Owner with its estimate of the cost to make permanent repairs as well as an estimate of the cost to accomplish any maintenance work recommended by Contractor. Owner shall pay all billings by Contractor for maintenance work, temporary repairs and/or permanent repairs performed by Contractor, as authorized by Owner, on the 10th day of the month following presentation.
4. This agreement shall continue for a term of one year and thereafter from year to year. Either party may terminate this Agreement effective as of any annual anniversary of the date of execution hereof upon notification in writing to the other party thirty days prior to such anniversary date. Prices will not be raised for the following renewal periods without notifying Owner. A new agreement will then be made unless renewed upon such terms and conditions as the parties may agree.
5. TECTA TRACKER PROGRAM HIGHLIGHTS

During the inspection:

- Visual survey of the exterior condition of the roof and related sheet metal work
- Removal of minor debris from the roof surface, gutters, interior drains and through-wall scuppers.
- Minor re-caulking of missing and deteriorated caulking and temp caulking of holes found during inspection.



- Photos of all defects, assessment of roof life based on industry RAP score, updated maps of roof.

After the inspection:

- Delivery and review of annual report which includes: outline of work performed, repair recommendations and pricing, general condition statement, estimated roof life, updated roof maps and related photographs, roof replacement budgeting estimates.
- Access to web based program which includes all of the above information and on-going history of roof repairs and service calls.
- 24/7 emergency leak repair service performed at discounted flat rate pricing (no overtime or premium time).
- Disaster response – Tornadoes, Hail, Snow Removal (we have 40+ operating units we can pull from for immediate response).
- Certified Applicator for most roofing manufacturers.
- Warranty protection – we are authorized by most of major manufacturers for warranty service, we will not void any existing warranties.

TECTA AMERICA'S ROOF HOUSEKEEPING, MAINTENANCE & REPAIR
AND TECTATRACKER AGREEMENT
Roof Inspection for "Customer"

This agreement includes the following facilities and roof areas:

- City Hall, Fire Hall, and Ambulance: 203 N Broadway, New Richland, MN. 56072: Approx.: 10,500 SQFT: \$450.00
- Fire Hall: 219 Broadway Ave N., New Richland, MN. 56072: Approx. 2,475 SQFT.: \$150.00
- Library: 119 Broadway Ave S., New Richland, MN. 56072: Approx 2,500 SQFT: \$ 150.00
- Water Plant: 295 Broadway Ave N., New Richland, MN 56072: Approx. 2,100 SQFT: \$150.00
- Public Works Dept.: 220 Aspen Ave S., New Richland, MN. 56072: Approx. 5,500 SQFT.: \$200.00
- Waste Water Treatment Plant: Division St W., New Richland, MN. 56072: Approx. 3,450 SQFT: \$ 300.00
(5 BLDGS/Roofs)
- Legion Fields: New Richland, MN. 56072: Approx. 4,250 SQFT: \$300.00
(8 BLDGS/Roofs Total)
- St. Olaf Park: 17500 240th Ave N., New Richland, MN. 56072: Approx. 3,500 SQFT: \$200.00
(Pavilion and Restrooms)

Total Annual Cost of Tecta Tracker Inspection: \$1,900.00

- Option: Include a not to exceed amount of \$500.00 per site location to perform additional emergency repairs found while on site during the inspection. (8 total sites totaling \$4,000.00)

Initial to accept the above option. _____



PRE-LIEN NOTICE OF PRIME CONTRACTOR

(To be Attached as Rider to all Prime Contracts for Work on Private Property)

(a) ANY PERSON OR PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

(b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.”

RECEIPT

Receipt of this Pre-Lien Notice, and a copy hereof, is hereby acknowledged by

SUBMITTED BY
SCHWICKERT 'S TECTA AMERICA LLC.

Daniel Schefers
(Signature)

Daniel Schefers
(Print Name)
Title: Roofing Services Manager

Date: 06-08-2023

ACCEPTED BY
OWNER:

(Signature)

(Print Name)
Title: _____

Date: _____



Memo

To: City Council
From: Anthony Martens
cc:
Date: 5/23/23
Re: Juneteenth Holiday

The State of MN has passed legislation to observe Juneteenth as a State Holiday. No business can be conducted on this day. We will need to update our employee policy manual and our LELS contract to adopt this new legislation.

Staff recommends adopting the following changes to the employee policy manual:

Update Employee Policy Manual

Article XI. HOLIDAYS

The city observes the following official holidays for all regular full-time and part-time employees:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Veterans Day
Presidents Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Juneteenth	Christmas Eve & Christmas Day
Independence Day	

Staff also recommends adopting the provided MOU with the New Richland LELS bargaining group showing the addition of Juneteenth as a holiday.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF NEW RICHLAND
AND LELS LOCAL #407 POLICE OFFICERS**

This Memorandum of Understanding is entered into between the City of New Richland, a Minnesota municipal corporation (hereinafter "City") and Law Enforcement Labor Services, Inc., Local #407, Police Officers (hereinafter "Union"), who are part of a Labor Agreement and mutually desire to enter into this Memorandum of Understanding.

WHEREAS, after the parties entered into their labor agreement, on May 1, 2023, Minn. Stat. § 645.44, Subd. 5, was amended to include Juneteenth (June 19), as a State holiday, with an effective date of August 1, 2023, and pursuant to state law, no public business shall be transacted on any holiday, except in cases of necessity; and

WHEREAS, on May 23, 2023, the Governor signed into law an amendment to the effective date of the law, changing the effective date of Juneteenth from August 1, 2023, to effective immediately; and

WHEREAS, Juneteenth, will now be recognized as a holiday for 2023 and 2024, in accordance with state law.

NOW, THEREFORE, the City and the Union agree as follows:

1. Juneteenth (June 19) will be added to the labor agreement as a paid holiday beginning in 2023.

Approved this _____ day of _____, 2023 by the City and the Union.

FOR THE UNION,

Keith Terlinden
Keith Terlinden Business Agent

Union Steward

FOR THE CITY,

Mayor Chad Neitzel

City Administrator Anthony Martens

Memo

To: City Council

From: Anthony Martens

cc:

Date: 6/8/23

Re: Flood Mitigation Study

Houston Engineering has provided us with a quote for a Flood Mitigation Study for the City of New Richland. The study will utilize Houston's vast knowledge and metrics from around the City of New Richland and add New Richland specific information to provide us with information regarding the how and why things are happening and how they impact our services. Additionally, the study will provide some options of things the city and/or county can do to help mitigate some of those effects.

The cost of the study is \$45,700. We currently have approximately \$114,000 available in ARP money and this study is an appropriate use of that money.

Staff recommends that the council contract with Houston Engineering on this study as this will give us identified mitigation measures that the City could take to the legislature and attempt to add to the bonding bill. Without identified projects, we would not be able to request those funds. This would also give help us work with the county to develop a solution(s). This study could take a while, so it is important to get the ball rolling now.

City of New Richland Preliminary Flood Mitigation Study
May 19, 2023
Attachment A

ATTACHMENT A: SCOPE OF WORK

Project Understanding

The City of New Richland has experienced multiple significant flood events in recent years. The County Ditch 47 (CD 47) and Joint County Ditch 6 (JCD 6) public drainage systems are upstream and partially within the City. They convey runoff from the upstream watershed into and through the City. While previous hydrologic analyses have been performed of the watershed, none has focused on evaluating traditional flood mitigation measures such as capacity improvements, levees, regional storage, and property buy-outs. The purpose of this scope of work is to perform a cursory analysis of traditional flood mitigation alternatives to inform the City and County in evaluating next steps. The following is a description of the technical approach to complete the analysis as proposed by Houston Engineering, Inc. (HEI).

Task 1: Field Survey

Culvert crossings on CD 47 and JCD 6 have been previously surveyed. However, additional survey is likely necessary to accurately understand the flooding characteristics within the City, specifically elevations of existing building structures to assess the extent and severity of flooding. HEI will identify additional survey needs and coordinate with the City and County to collect data during field survey.

Task 2: Select Project Alternatives

In this task, HEI will meet virtually with City and County staff to describe typical flood mitigation alternatives and describe their potential suitability and feasibility within the City based on initial evaluations completed in Task 3. The alternatives expected to be assessed include: capacity improvements (culvert replacement to remove constriction points and channel widening), flood water diversions, structural protection measures (earthen levee embankments and/or floodwalls), storage (located upstream of the City to reduce flood flows), and property buyouts (critical locations may be cost prohibitive to structurally protect). Following this meeting, HEI will summarize the characteristics of up to 3 alternatives to be further analyzed in Task 3.

Task 3: Hydrologic and Hydraulic Analysis

In this task, HEI will develop hydrologic and hydraulic models of the current conditions to determine existing flood elevations within the City and determine the magnitude of flood protection measures necessary to limit flood damages in the City for the design event. Project hydrology will be derived by developing a hydrologic model of the watershed in HEC-HMS. The model will include the ability to estimate flooding durations within the City for existing conditions and evaluate upstream storage alternatives. The hydrologic model results will be compared to USGS regression equation peak flow estimates and to recent flood events.

City of New Richland Preliminary Flood Mitigation Study
May 19, 2023
Attachment A

A HEC-RAS model will be developed using the previously collected field survey of roadway culvert crossings in the City. Initially, a simulation of the current conditions will be developed and validated for reasonableness by comparing to observed conditions in recent floods.

From this analysis, the vulnerable properties will be identified, and the severity of flooding will be reviewed. Once the baseline existing conditions are established, the three proposed alternative concepts will be analyzed for their potential effectiveness at limiting flood damages within the City. Based on the alternatives selected discussed in Task 2, HEI will evaluate the alternatives in the HEC-RAS model and develop a concept level design for each component.

Task 4: Preliminary Opinion of Probable Construction Costs

For the alternatives, an approximate planning-level opinion of probable cost will be developed. The estimate will not be based on detailed quantity and unit prices derived from a design process. The estimate will be based on approximate dimensions of the alternative's components (e.g., length of levee, culvert dimensions, length and width of channel widening, etc.) and typical costs from comparable projects.

Task 5: Reports and Meetings

A draft and final technical memorandum will be developed summarizing the analysis completed in the prior tasks. HEI will modify the draft report after receiving all comments provided by the City and County. HEI will attend and present technical information at the following meetings during the project:

- Initial meeting with City/County staff
- Draft report meeting with City/County staff
- Presentation to joint City/County board

DELIVERABLES

1. Field survey data
2. Digital files associated with hydrologic and hydraulic models
3. Technical memorandum including description of technical analysis and results, concept maps planning-level opinion of cost for alternatives.
4. Overview presentation to City Council/County Board

Assumptions

The estimated compensation associated with completing the proposed scope of work is based on the following assumptions:

1. Field survey limited to 1 day.
2. HEC-RAS model will extend between the State Highway 30 crossings east and west of the City
3. The selected alternatives will be based on a combination of City feedback and HEI's initial analysis of feasibility and effectiveness of flood mitigation measures.

City of New Richland Preliminary Flood Mitigation Study
May 19, 2023
Attachment A

PROJECT SCHEDULE

HEI will begin work on the project once a signed contract between HEI and the Client is executed (see attached *HEI General Terms and Conditions*). The estimated project schedule is as follows.

ESTIMATED COMPENSATION

Compensation for completing the tasks described in the Scope of Work is provided below. The compensation fees will be billed as time and materials and the Total Cost is not to be exceeded without prior approval. Cost for each task are approximate, and HEI reserves the right to reallocate and distribute costs between tasks.

Task 1: Field Survey.....	\$ 3,000
Task 2: Define Alternatives	\$ 3,200
Task 3: Hydrologic and Hydraulic Analysis.....	\$ 26,700
Task 4: Preliminary Opinion of Probable Costs.....	\$ 4,600
Task 5: Reports and Meetings.....	\$ 8,200
TOTAL COST	\$45,700

Memo

To: City Council

From: Anthony Martens

cc:

Date: 6/8/23

Re: Tax Abatement Program with Waseca County

Waseca County is working on a Tax Abatement program and have already partnered with the City of Waseca. They have extended the offer to us to partner as well. Attached is the information. You will need to decide if we wish to participate.

Email from County

Recently the Waseca County Board of Commissioners approved Waseca County partnering with the City of Waseca on a joint Residential Tax Abatement (RTA) program that seeks to encourage development with the city limits. Please see the attachments for an example of the RTA brochure and agreement.

Would the City of New Richland be interested in a similar RTA program that would end December 31, 2024?

Please let us know if this would or would not be of interest to you by Monday, June 12th.

We will look forward to hearing from you. Thank-you.

Sincerely,

Shelley Hyatt

(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

[*****]

TABLE OF CONTENTS

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

RESIDENTIAL TAX ABATEMENT AGREEMENT

THIS AGREEMENT, made as of the ____ day of _____, 2022, by and among the City of Waseca, Minnesota, a Minnesota municipal corporation (the “City”) and _____, a [married couple (e.g. individual, corporation, limited liability company, etc.)] (the “Developer”),

WITNESSETH:

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

WHEREAS, Developer has been approved for a building permit for a _____ residential structure located at _____ in the City (Parcel No. _____) (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 _____ years, specifically with respect to the payable _____ through _____ property taxes, in a total amount not to exceed \$ _____; 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 _____, 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 is the only answer here 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 (if an entity: corporation, limited liability company, etc. and in good standing, and validly existing under the laws of the State)] and has the power to enter into the Agreement and to perform its obligations hereunder and is not in violation of [if applicable (include only if a corporate entity): its charter, articles of incorporation, operating agreement or] 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 [***] 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 [****] and continuing through taxes payable in [****], in the lesser amount annually of \$[(adjust as appropriate if different abatement term selected)] or [***] 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, 2033 (adjust as necessary if different term selected)], the Developer shall invoice the City in the amount of the City’s portion of ad valorem property taxes on the Property paid by Developer in the previous six-month period to which the Developer is entitled to reimbursement under this Section. On or before February 1 and August 1 each year commencing [August 1, 2024] and including [February 1, 2033 (adjust as necessary if different term selected)] the City shall pay the Developer the amount of the Tax Abatements received by the City in the previous six-month period.

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

ARTICLE IV

EVENTS OF DEFAULT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4.6 Release and Indemnification Covenants.

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

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

(3) The City and its officers, agents, employees and all members of the City Council, its planning commission and other boards or commissions shall not be liable for any damages or

injury to the persons or property of the Developer or its officers, agents, servants or employees or any other person who may be about the Project due to any act of negligence of any person.

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

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

ARTICLE V

ADDITIONAL PROVISIONS

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

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

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

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

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

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

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

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

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

(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, 2033 (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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[illegible]

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 Lee Mattson, as City Manager, for the City of Waseca, Minnesota.

Notary Public

This Instrument was Drafted By:

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

Exhibit A
Legal Description of Property

Parcel # [*****]

[insert legal description]

The purpose of this residential Tax Abatement is to stimulate new home construction for homes under \$500,000 in the City of Waseca. **Building permits must be issued by December 31, 2024, to qualify.**

Terms of Abatements are as follows:

- a. The abatements shall apply to the taxes for a period not to exceed ten (10) years. The applicant property owner must choose one of the following terms and abatement amounts:
 - i. for a term of **three (3) years**, with the City and County abating **100 percent** of the portion of the City's and County'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.
 - ii. for a term of **six (6) years**, with the City and County abating **75 percent** of the portion of the City's and County'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; or
 - iii. for a term of **ten (10) years**, with the City and county abating **50 percent** of the portion of the City's and County'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.

- c. The owner of such parcel shall **complete an application** for abatement together with the building permit application.
- d. The owner of such parcel shall **enter into an abatement agreement** consistent with these terms, in a form satisfactory to the City.

This abatement only applies to City and County of Waseca residential taxes.

On the reverse side of this page is the application. Please reach out to the City building department for eligible available lots.

This brochure for information purposes only.

Please contact the City Economic Development Manager, Tina Wilson, to make sure that you understand this information fully. Applications are available at the City and County Planning and Zoning departments. For questions please call:

Tina Wilson at (507) 835-9741 or
Shelley Hyatt at (507) 835-0653



Residential Tax Abatement Program Ends 12/31/2024



***Build your new home --
in Waseca!***





WASECA MINNESOTA
Residential Assistance Financing Application
Tax Abatement Program

Property Owner/s:

Name: _____ Date: _____

Address: _____ City: _____

State: _____ Zip Code: _____ Status (check one): Married___ Single___ Partnership___

Contact Person / Authorized Representative: _____ Title: _____

Contact Phone: _____ Email: _____

Project Information:

Please attach a copy of the Building Permit and your Deed to title

Location of Proposed Project: _____

Parcel #'s: _____

Present ownership of site: _____

FINANCIAL INFORMATION:

Estimated Project Related Costs:

- | | | |
|-----------------------|----|-------|
| 1. Land Acquisition | \$ | _____ |
| 2. Site Development | \$ | _____ |
| 3. Building Cost | \$ | _____ |
| 4. TOTAL PROJECT COST | \$ | _____ |

Choose Abatement Term

- | | |
|----------------|-------|
| 3 years @ 100% | _____ |
| 6 years @ 75% | _____ |
| 10 years @ 50% | _____ |

AUTHORIZED SIGNATURE OF PROPERTRY OWNER/S

The applicant agrees to provide additional information if requested by the City during the term of the abatement. *If abatement request is approved – an abatement agreement is required*

Applicant Date

Applicant Date

When complete – please return to:

Tina Wilson, PCED, Economic Development Manager, City of Waseca
508 South State Street Waseca, MN 56093 Questions? Call: 507-835-9741

Information below needs to be acquired from the County by the City:

Current Property Taxes: City _____ County _____ Total _____

Market value of project following completion: _____

Anticipated construction start date: _____ Completion Date: _____

Memo

To: City Council

From: Anthony Martens

cc:

Date: 6/8/23

Re: Catch Basin Installation – 1st Street NE

The Street Department has identified a drainage problem that is causing issues with the street near the New Richland Care Center and New Richland HUD. Olson Excavating is able to mitigate this issue by installing 2 small catch basins on the North and South sides of the road and trenching it to a tile just East of the New Richland HUD.

The Street Department would like to have this done prior to the street being resurfaced in the near future. Cost to complete this project is approximately \$2,500.



PO Box 57, 203 N Broadway, New Richland, MN 56072

TEL: (507)465-3514 FAX: (507)465-3375

Web: www.cityofnewrichlandmn.com

City Administrator's Report

June 12th, 2023, Council Meeting

Continue to work on claim for flood with the LMCIT

Continue to work with Waseca County Emergency Management on flood items

Participated in The Leadership Growth Group – Support / Leadership group for southern MN administrators

Onboarding of concession/lifeguard staff

Worked on getting concession stand/lake supplies ready to go and processes for staff

Worked on liquor licenses

Received June tax settlement from Waseca County

EMPLOYEE RECOGNITION

EMPLOYEE BIRTHDAYS

EMPLOYEE ANNIVERSARIES

June 14th – Brandi Dokken – AMB – 2 yrs

June 14th – Mallory Schlinger – St. Olaf – 1 yr

June 16th – Hattie Jenkins – AMB – 2 yrs

June 16th – Cara Adams – St. Olaf – 1 yr

June 18th – Jessica Raimann – AMB – 3 yrs