

WACONIA CITY COUNCIL MEETING AGENDA



Monday, November 7, 2022
6:00 PM

VISION STATEMENT

A thriving, connected community with deep roots: a great place to live for a lifetime.

MISSION STATEMENT

A city that leads, serves, and governs to enhance the quality of life for all community members.

MAYOR: KENT BLOUDEK
COUNCIL MEMBER: NICOLE WALDRON
COUNCIL MEMBER : RANDY SORENSEN
COUNCIL MEMBER: PETE LEO

NOTE: TO ENSURE THAT YOU ARE PRESENT FOR ITEMS OF INTEREST, PLEASE BE PRESENT AT 6:00 P.M.

Those with items on the agenda should reach out to their staff contact. Others who wish to participate in the meeting, please contact the City Administrator at 952-442-3100 or sfineran@waconia.org to make certain that you are called upon during the meeting.

1. CALL MEETING TO ORDER AND ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. ADOPT AGENDA

4. VISITOR'S PRESENTATIONS, PETITIONS, CORRESPONDENCE

Carver County Attorney - Mark Metz
Matthew Skaro - Complaints of the City

5. PUBLIC HEARING

1) [Certification of Delinquent Charges for Payment with Taxes - Pay 2023](#)

Call Public Hearing to Order and Accept Comments

Motion to Close the Public Hearing

Adopt Resolution No. 2022-278, Resolution Adopting Certification of Delinquent Utility and Other Charges for Services for Payment with Taxes in 2023

2) [2022 Infrastructure Project Assessments](#)

Call Public Hearing to Order and Accept Comments

Motion to Close the Public Hearing

Adopt Resolution 2022-279; Adopting Assessment Roll for 2022 Infrastructure Improvement Project Assessments

6. ADOPT CONSENT AGENDA

The items listed on the Consent Agenda are considered routine and non-controversial by the Council and will be approved by one motion. There will be no separate discussion of these items unless a Councilmember, City Staff, or Citizen so requests; in which case, the item will be removed from the Consent Agenda and considered at the end of the Regular Agenda.

- 1) [October 17, 2022 City Council Meeting Minutes](#)
Approve October 17, 2022 City Council Meeting Minutes
- 2) [November 7, 2022 Expenditures](#)
Payment of November 7, 2022 Expenditures
- 3) [Contractor Pay Request #9 - Waconia Parkway South Improvements](#)
Motion to approve Pay Estimate No. 9 to GMH Asphalt, Inc. for the Waconia Parkway South Improvements.
- 4) [Contractor Pay Request #6 - Waconia 2022 Infrastructure Improvements](#)
Motion to approve pay estimate No. 6 to W.M. Mueller & Sons, Inc. for the Waconia 2022 Infrastructure Improvements.
- 5) [Contractor Pay Request #6 - Waconia East Frontage Road Improvements](#)
Approve Pay Estimate No. 6 to GMH Asphalt, Inc. for the Waconia East Frontage Road Improvements
- 6) [Contractor Pay Request #5 - East Frontage Road Parking Lot](#)
Approve Pay Estimate No. 5 to GMH Asphalt, Inc. for the East Frontage Road Parking Lot
- 7) [Contractor Pay Request #4 - Waterford Park - Water Reuse Station Project](#)
Motion to approve Pay Estimate No. 4 to S.M. Hentges & Sons for the Waterford Park - Water Reuse Station Project
- 8) [Use of Park: Chamber of Commerce " Tree Lighting Ceremony](#)
Motion Allowing for Use of Park by Chamber of Commerce for November 25, 2022
- 9) [Application for Exempt Permit Waconia Hockey Association](#)
Adopt Resolution No. 2022-280, Approving Application for Exempt Permit for Waconia Hockey Association
- 10) [Minnesota State Fire Department FEMA SAFER Grant](#)
Adopt Resolution 2022-281, Approving submission of grant application.
- 11) [Joint Assessment Contract with Carver County](#)
Adopt Resolution 2022-282, Authorizing Execution of Contract for Joint Assessment in 2023
- 12) [2023 Prosecution Contract](#)
Adopt Resolution 2022-283, Approving 2022 Prosecution Contract
- 13) [MetroNet Fiber Agreement](#)
Adopt Resolution 2022-284, Approving Fiber Agreement
- 14) [2022 4th Quarter Budget Amendments](#)
Adopt Resolution No. 2022-285, Approving 2022 4th Quarter Budget Amendments
- 15) [Call Public Hearing - Revision to City's Fee Schedule : Waconia City Code - Chapter 1100](#)
Motion to Call a Public Hearing - Revision to City's Fee Schedule: Waconia City Code - Chapter 1100
- 16) [Authorize City Staff to Obtain Pricing for Utility Vehicle Replacement](#)
Resolution 2022-286 Authorizing City Staff to Obtain Pricing for Utility Vehicle Replacement, CIP Adopt Project #528
- 17) [Set Public Hearing Date for Ordinance Amending Street Names for Campfire Court and a section of Oak Avenue - City of Waconia](#)
Motion to approve the attached public hearing notice which establishes a public hearing date of December 5th, 2022 to rename Campfire Court and a section of Oak Avenue.
- 18) [Special Vehicle Ordinance](#)
Motion adopting Ordinance 753, Amending Chapter 680 of Waconia City Code
- 19) [Hiring of Probationary Firefighters](#)
Adopt Resolution 2022-287, authorizing hire of probationary firefighters.
- 20) [Approve Towing Fee Schedule for Winter Parking Violations](#)
Adopt Resolution 2022-288; Approving Fee Schedule for 2022-2023 Towing Services Provided by Colony Plaza

21) [Approve Snow Removal Agreement](#)

Adopt Resolution 2022-289; Approval of 2022-2023 Snow Removal Agreement With Henning Excavating

7. COUNCIL BUSINESS

1) [Economic Development Program Policies](#)

Adopt Resolution 2022-290, Approving Economic Development Program Policies and Funding

2) [Carver County CDA CDGP Grant Funds](#)

Adopt Resolution 2022-291

3) [Re-Authorize Chassis Bid Requests](#)

Adopt Resolution 2022-292; Authorizing Staff to Obtain Updated Chassis Pricing for Capital Project 267 of 2022 Capital Equipment Improvement.

4) [Approve Chassis Pricing for 2023 Capital Projects](#)

Adopt Resolution 2022-293; Authorizing Approval of Chassis Pricing for Capital Projects 536 & 537 & 697 of the Capital Equipment Improvements for 2023

8. ITEMS REMOVED FROM CONSENT AGENDA

9. STAFF REPORTS

10. BOARD REPORTS

- 1) Councilmember Waldron
- 2) Councilmember Sorensen
- 3) Councilmember Leo
- 4) Mayor Bloudek

11. ANNOUNCEMENTS

12. ADJOURN REGULAR MEETINGOFFICE OF THE CITY ADMINISTRATOR

Shane Fineran

Work Session: Senior Center Programming Discussion
Special Events Policy Discussion
Capital Investment Plan Review

UPCOMING CALENDAR OF EVENTS/MEETINGS:

Election Day - November 8th - Polls open 7:00 a.m. to 8:00 p.m.
Veterans Day - November 11th
Park Board Meeting - November 17th at 6:30 p.m.
City Council Meeting - November 21st at 6:00 p.m.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	November 7, 2022						
Item Name:	Certification of Delinquent Charges for Payment with Taxes - Pay 2023						
Originating Department:	Finance						
Presented by:	Nicole Meyer						
Previous Council Action (if any):							
Item Type (X only one):	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Consent</td> <td style="width: 25%;"></td> <td style="width: 25%;">Regular Session</td> <td style="width: 25%;">X</td> <td style="width: 25%;">Discussion Session</td> <td style="width: 25%;"></td> </tr> </table>	Consent		Regular Session	X	Discussion Session	
Consent		Regular Session	X	Discussion Session			

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED (Include motion in proper format.)

Call Public Hearing to Order and Accept Comments

Motion to Close the Public Hearing

Adopt Resolution No. 2022-278, Resolution Adopting Certification of Delinquent Utility and Other Charges for Services for Payment with Taxes in 2023

EXPLANATION OF AGENDA ITEM (Include a description of background, benefits, and recommendations.)

Under Minnesota law, the City may certify for payment with tax collections, delinquent utility accounts and other charges for service that have not been paid during the course of normal collection procedures throughout each year.

A public hearing is required prior to certification of delinquent charges. Property owners have been notified of the past due amounts for goods or services that have benefited their property and have been notified of the public hearing opportunity.

A list of delinquent accounts will be provided just prior to the hearing; this including outstanding amounts paid up until the end of business on November 7, 2022.

Attachments:

1. [22278res_Approving_delinquent_certifications_UB-AR_master.doc](#)

FINANCIAL IMPLICATIONS:

Funding Sources & Uses:
All City Funds

ADVISORY BOARD RECOMMENDATIONS:

Budget Information: X Budgeted ____ Non Budgeted ____ Amendment Required	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Planning Commission</td> <td style="width: 30%;"></td> </tr> <tr> <td>Parks and Recreation Board</td> <td></td> </tr> <tr> <td>Safari Island Advisory Board</td> <td></td> </tr> <tr> <td colspan="2">Other</td> </tr> </table>	Planning Commission		Parks and Recreation Board		Safari Island Advisory Board		Other	
Planning Commission									
Parks and Recreation Board									
Safari Island Advisory Board									
Other									

**CITY OF WACONIA
RESOLUTION NO. 2022-278**

**RESOLUTION ADOPTING CERTIFICATION OF DELINQUENT UTILITY AND OTHER
CHARGES FOR SERVICES FOR PAYMENT WITH TAXES IN 2023**

WHEREAS, Pursuant to notice duly given as required by law, the City Council has met, heard, and passed upon all objections to the proposed certification with taxes for delinquent utility charges and charges for services as provided by the City, and has amended such proposed certification as it deems just:

NOW, THEREFORE, BE IT RESOLVED, By the City Council of the City of Waconia, Minnesota, as follows:

1. Such proposed certification, a copy of which is attached hereto and made a part hereof is hereby accepted and shall constitute the certification for payment with taxes against the lands named therein, and each track of land therein is hereby found to be benefited by the proposed certifications.
2. Such Certification shall be as follows:
 - a. The certification for payment with taxes shall be payable in one annual installment to be collectible with real estate taxes payable in 2023.
 - b. To the installment shall be added interest at the rate of six percent (6.0%) per annum on the entire principal amount of the assessment from the date of this resolution until November 29 of the year in which such installment is payable.
 - c. The owner of any property so certified may at any time prior to the certification to the County Auditor, pay the whole of the principal amount of the certification on such property with interest accrued to the date of payment to the Finance Director until November 29, 2022.
3. The Finance Director shall forthwith transmit a certified duplicate copy of this certification to the County Auditor to be extended on the tax list of the County.

Adopted by the City Council of the City of Waconia this 7th day of November, 2022.

Kent Bloudek, Mayor

Attest: _____
Jacqueline Schulze, City Clerk



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		November 7, 2022					
Item Name:		2022 Infrastructure Project Assessments					
Originating Department:		Public Services					
Presented by:		Craig Eldred					
Previous Council Action (if any):		October 3, 2022; Declaring Cost to be Assessed and Ordering the Preparation of Proposed Assessments					
Item Type (X only one):	☐ Consent	☐	☐ Regular Session	☒ X	☐ Discussion Session	☐	☐
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Call Public Hearing to Order and Accept Comments							
Motion to Close the Public Hearing							
Adopt Resolution 2022-279; Adopting Assessment Roll for 2022 Infrastructure Improvement Project Assessments							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
On October 3, 2022 the City declared the final costs for the 2022 Infrastructure Rehabilitation Project. Mailed notice to the affected property owners was completed on October 17, 2022, as well as published notices have been completed. The final costs for the 2022 Infrastructure Rehabilitation Project is \$4,151,272.00. The proposed final assessed amount of this portion of the project is \$396,921.00. The proposed assessment roll is attached. The interest rate is 4.78, over the next 10 years. The process of adopting the assessment roll is to comply with the 429 bond process, which allows parties to prepay special assessments prior to certification. Staff recommends certification of the Assessment Roll. Attachments: 1. 22279res_Adopting_Assmt.doc 2. 2022 Project Final Assessment Roll.pdf 3. 2022 Project Assmt Hearing.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Bonds							
Budget Information:				Planning Commission			
☒ Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2022-279**

RESOLUTION ADOPTING PROPOSED ASSESSMENT

WHEREAS, pursuant to proper notice duly given as required by law, the Waconia City Council has met and heard and passed upon all objections to the proposed assessment for the making of public improvements to the infrastructure of the City of Waconia by the installation of streets, curb and gutter, storm sewer, watermain, sanitary sewer, and sidewalks according to the plans and specifications for such improvements; and

WHEREAS, the project consists of street, drainage and utility improvements at the following locations:

- Third Street West from Walnut Street to Olive Street
- Maple Street South from 2nd Street to 4th Street
- Willow Place from 3rd Street to 200 feet to the south
- Oak Avenue from Hwy 5 to Windmill Creek South
- Dunsmore Drive from the north intersection with Woodlawn Circle to the south intersection with Woodlawn Circle

NOW THEREFORE, BE IT RESOLVED THAT

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.

2. Such assessment shall be payable in equal annual installments extending over a period of 10 years, and shall bear interest at the rate of 4.78 percent per annum from the date of the adoption of this assessment resolution. To the first installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2023. To each subsequent installment, when due, shall be added interest for one year on all unpaid installments.

3. The owner of any property so assessed may, at any time prior to certification of the assessment, pay the entire assessment on such property, with interest accrued to the date of payment, to the City of Waconia, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this resolution; and he/she may, at any time thereafter, pay the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the next succeeding year.

4. The Waconia City Clerk shall forthwith transmit a certified duplicate of this assessment to Carver County to be extended on the property tax lists of Carver County. Such assessments shall be collected and paid in the same manner as other municipal taxes.

Adopted by the City Council of the City of Waconia this 7th day of November, 2022.

Kent Bloudek, Mayor

ATTEST: _____
Jackie Schulze, City Clerk

FINAL ASSESSMENT ROLL - THIRD STREET / MAPLE STREET
2022 INFRASTRUCTURE IMPROVEMENT PROJECT
9/28/2022

PROP. NO.	OWNER	PROPERTY ADDRESS	OWNER ADDRESS			P.I.D.	F/F	*STREET ASSESSMENT	WATERMAIN UNITS	WATERMAIN ASSESSMENT	SANITARY SEWER UNITS	SANITARY SEWER ASSESSMENT	TOTAL ASSESSMENT PER POLICY	TOTAL ASSESSMENT PER APPRAISAL	TOTAL ASSESSMENT (LESSER OF POLICY OR APPRAISAL)	**ANNUAL ASSESSMENT PAYMENT
1	EDWARD PETERS	440 3RD ST W	440 3RD ST W	WACONIA, MN	55387	750500950	0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	ASHLYN ROSE HUCKY	424 3RD ST W	424 3RD ST W	WACONIA, MN	55387	750500940	70.00	\$12,677.25	1	\$5,431.84	1	\$4,252.73	\$22,361.83	\$8,500.00	\$8,500.00	\$1,089.06
3	DONALD DUANE SIEVERS	408 3RD ST W	408 3RD ST W	WACONIA, MN	55387	750500920	70.00	\$12,677.25	1	\$5,431.84	1	\$4,252.73	\$22,361.83	\$8,500.00	\$8,500.00	\$1,089.06
4	JOHN M & ANN M Balfany	400 3RD ST W	400 3RD ST W	WACONIA, MN	55387	750500910	70.00	\$12,677.25	1	\$5,431.84	1	\$4,252.73	\$22,361.83	\$8,500.00	\$8,500.00	\$1,089.06
5	CHAD A HIRMAN	348 3RD ST W	348 3RD ST W	WACONIA, MN	55387	750500840	66.00	\$11,952.84	1	\$5,431.84	1	\$4,252.73	\$21,637.41	\$8,500.00	\$8,500.00	\$1,089.06
6	DEAN M & KELLY J WOHLFORTH	340 3RD ST W	340 3RD ST W	WACONIA, MN	55387	750500830	66.00	\$11,952.84	1	\$5,431.84	1	\$4,252.73	\$21,637.41	\$8,500.00	\$8,500.00	\$1,089.06
7	WILLIAM & GEORGIAN HILGERS	332 3RD ST W	332 3RD ST W	WACONIA, MN	55387	750500820	66.00	\$11,952.84	1	\$5,431.84	1	\$4,252.73	\$21,637.41	\$8,500.00	\$8,500.00	\$1,089.06
8	MELISSA A SOUPIR	316 3RD ST W	316 3RD ST W	WACONIA, MN	55387	750500810	66.00	\$11,952.84	1	\$5,431.84	1	\$4,252.73	\$21,637.41	\$8,500.00	\$8,500.00	\$1,089.06
9	GERMAIN T BUESGENS	308 3RD ST W	308 3RD ST W	WACONIA, MN	55387	750500800	66.00	\$11,952.84	1	\$5,431.84	1	\$4,252.73	\$21,637.41	\$8,500.00	\$8,500.00	\$1,089.06
10	MALLORI FITZPATRICK	300 3RD ST W	300 3RD ST W	WACONIA, MN	55387	750500790	111.50	\$20,193.05	1	\$5,431.84	1	\$4,252.73	\$29,877.62	\$8,500.00	\$8,500.00	\$1,089.06
11	CAL ENTERPRISES LLC	301 2ND ST W	11420 110TH ST	COLOGNE, MN	55322	750500900	78.50	\$14,216.63	0	\$0.00	0	\$0.00	\$14,216.63	\$8,500.00	\$8,500.00	\$1,089.06
12	RAYMOND & LAVERNE WILLEMS	241 2ND ST W	241 2ND ST W	WACONIA, MN	55387	750500730	78.50	\$14,216.63	0	\$0.00	0	\$0.00	\$14,216.63	\$8,500.00	\$8,500.00	\$1,089.06
13	JAMES E & ELIZABETH A EBERT	240 3RD ST W	240 3RD ST W	WACONIA, MN	55387	750500710	111.00	\$20,102.50	1	\$5,431.84	1	\$4,252.73	\$29,787.07	\$8,500.00	\$8,500.00	\$1,089.06
14	AMY J HOWARD	232 3RD ST W	232 3RD ST W	WACONIA, MN	55387	750500700	80.00	\$14,488.29	1	\$5,431.84	1	\$4,252.73	\$24,172.86	\$8,500.00	\$8,500.00	\$1,089.06
15	RYAN CONNORS	224 3RD ST W	224 3RD ST W	WACONIA, MN	55387	750500690	75.00	\$13,582.77	1	\$5,431.84	1	\$4,252.73	\$23,267.34	\$8,500.00	\$8,500.00	\$1,089.06
16	HAROLD F SWIFT	208 3RD ST W	208 3RD ST W	WACONIA, MN	55387	750500680	55.00	\$9,960.70	1	\$5,431.84	1	\$4,252.73	\$19,645.27	\$8,500.00	\$8,500.00	\$1,089.06
17	PATS PROPERTIES LLC	200 3RD ST W	8080 SCANDIA RD	WACONIA, MN	55387-9628	750500670	27.50	\$4,980.35	1	\$5,431.84	1	\$4,252.73	\$14,664.92	\$8,500.00	\$8,500.00	\$1,089.06
18	THE MITCHELL RANCH LLP	140 3RD ST W	BOX 174	CORTEZ, CO	81321-0174	750500620	55.00	\$9,960.70	3	\$16,295.52	3	\$12,758.20	\$39,014.42	\$33,000.00	\$33,000.00	\$4,228.11
19	LEVNER COMPANY LLP	100 3RD ST W	100 3RD ST W	WACONIA, MN	55387	750500610	110.00	\$19,921.40	0	\$0.00	0	\$0.00	\$19,921.40	\$64,400.00	\$19,921.40	\$2,552.42
20	THOMAS C LESHER	425 THIRD ST W	425 THIRD ST W	WACONIA, MN	55387	752520100	72.55	\$13,139.07	1	\$5,431.84	1	\$4,252.73	\$22,823.64	\$8,500.00	\$8,500.00	\$1,089.06
21	TODD FORTWENGLER	417 THIRD ST W	12 LAKEVIEW TER. BLVD	WACONIA, MN	55387	752520090	56.00	\$10,141.80	1	\$5,431.84	1	\$4,252.73	\$19,826.38	\$8,500.00	\$8,500.00	\$1,089.06
22	CHRISTINE J ZEBELL	409 3RD ST W	409 3RD ST W	WACONIA, MN	55387	752520080	64.00	\$11,590.63	1	\$5,431.84	1	\$4,252.73	\$21,275.20	\$8,500.00	\$8,500.00	\$1,089.06
23	RACHEL M MATTOX	401 3RD ST W	401 3RD ST W	WACONIA, MN	55387	752520070	64.00	\$11,590.63	1	\$5,431.84	1	\$4,252.73	\$21,275.20	\$8,500.00	\$8,500.00	\$1,089.06
24	PAUL V FISHER	341 3RD ST W	341 3RD ST W	WACONIA, MN	55387	752520060	64.00	\$11,590.63	1	\$5,431.84	1	\$4,252.73	\$21,275.20	\$8,500.00	\$8,500.00	\$1,089.06
25	JOHN M BERGER	333 3RD ST W	333 3RD ST W	WACONIA, MN	55387	752520050	64.00	\$11,590.63	1	\$5,431.84	1	\$4,252.73	\$21,275.20	\$8,500.00	\$8,500.00	\$1,089.06
26	CATHERINE M O'CONNOR	325 3RD ST W	325 3RD ST W	WACONIA, MN	55387	752520040	64.00	\$11,590.63	1	\$5,431.84	1	\$4,252.73	\$21,275.20	\$8,500.00	\$8,500.00	\$1,089.06
27	MARGARET H MALONEY	317 3RD ST W	317 3RD ST W	WACONIA, MN	55387	752520030	64.00	\$11,590.63	1	\$5,431.84	1	\$4,252.73	\$21,275.20	\$8,500.00	\$8,500.00	\$1,089.06
28	PATS PROPERTIES LLC	309 3RD ST W	8080 SCANDIA RD	WACONIA, MN	55387-9628	752520020	64.00	\$11,590.63	1	\$5,431.84	1	\$4,252.73	\$21,275.20	\$8,500.00	\$8,500.00	\$1,089.06
29	ARIANA NELSON-KLUG	301 3RD ST W	301 3RD ST W	WACONIA, MN	55387	752520010	97.00	\$17,567.05	1	\$5,431.84	1	\$4,252.73	\$27,251.62	\$8,500.00	\$8,500.00	\$1,089.06
30	DANIEL JAMES MOLDENHAUER	300 3 1/2 ST W	300 3 1/2 ST W	WACONIA, MN	55387	752530010	107.50	\$19,468.64	1	\$5,431.84	1	\$4,252.73	\$29,153.21	\$8,500.00	\$8,500.00	\$1,089.06
31	SHANNON M LABAW	301 3 1/2 ST W	301 3 1/2 ST W	WACONIA, MN	55387	752530140	106.00	\$19,196.98	1	\$5,431.84	1	\$4,252.73	\$28,881.56	\$8,500.00	\$8,500.00	\$1,089.06
32	RICHARD MIKES	300 4TH ST W	300 4TH ST W	WACONIA, MN	55387	752530150	64.36	\$11,655.83	0	\$0.00	0	\$0.00	\$11,655.83	\$8,500.00	\$8,500.00	\$1,089.06
33	TYLER J SAFRATOWICH	240 4TH ST W	10580 KNIGHT AVE	WACONIA, MN	55387	752500190	61.57	\$11,149.64	0	\$0.00	0	\$0.00	\$11,149.64	\$10,000.00	\$10,000.00	\$1,281.25
34	LYNETTE ISCHE	241 3 1/2 ST W	241 3 1/2 ST W	WACONIA, MN	55387	752500180	111.04	\$20,109.74	1	\$5,431.84	1	\$4,252.73	\$29,794.32	\$8,500.00	\$8,500.00	\$1,089.06
35	CHARLES GIESEN	240 3 1/2 ST W	1047 STEIN DR	WACONIA, MN	55387	752500070	98.21	\$17,786.18	1	\$5,431.84	1	\$4,252.73	\$27,470.76	\$8,500.00	\$8,500.00	\$1,089.06
36	MOUNT OLIVET ROLLING ACRES	241 3RD ST W	18986 LAKE DR E	CHANHASSEN, MN	55317-9348	752500060	93.69	\$16,967.60	1	\$5,431.84	1	\$4,252.73	\$26,652.17	\$8,500.00	\$8,500.00	\$1,089.06
37	GREEN TREE PROPERTIES LLC	231 3RD ST W	1390 RAILROAD AVE	WAYZATA, MN	55391-8300	752500050	66.00	\$11,952.84	1	\$5,431.84	1	\$4,252.73	\$21,637.41	\$8,500.00	\$8,500.00	\$1,089.06
38	RONALD & DOROTHY ROTH	221 3RD ST W	221 3RD ST W	WACONIA, MN	55387	752500040	66.00	\$11,952.84	1	\$5,431.84	1	\$4,252.73	\$21,637.41	\$8,500.00	\$8,500.00	\$1,089.06
39	LINDA S CHOUINARD	211 3RD ST W	211 3RD ST W	WACONIA, MN	55387	752500030	66.00	\$11,952.84	1	\$5,431.84	1	\$4,252.73	\$21,637.41	\$8,500.00	\$8,500.00	\$1,089.06
40	SUSAN B KLAERS	201 3RD ST W	201 3RD ST W	WACONIA, MN	55387	752500020	66.00	\$11,952.84	1	\$5,431.84	1	\$4,252.73	\$21,637.41	\$8,500.00	\$8,500.00	\$1,089.06
41	VERNON & MARJORIE DEBNER	191 3RD ST W	191 3RD ST W	WACONIA, MN	55387	752500010	66.00	\$11,952.84	1	\$5,431.84	1	\$4,252.73	\$21,637.41	\$8,500.00	\$8,500.00	\$1,089.06
42	JAY E & THERESA M NORTH	133 3RD ST W	133 3RD ST W	WACONIA, MN	55387	750230300	115.28	\$20,876.72	1	\$5,431.84	1	\$4,252.73	\$30,561.29	\$8,500.00	\$8,500.00	\$1,089.06
43	JEFFREY BORN	300 OLIVE ST S	300 OLIVE ST S	WACONIA, MN	55387	755030011	131.05	\$23,733.63	0	\$0.00	0	\$0.00	\$23,733.63	\$8,500.00	\$8,500.00	\$1,089.06
44	JAMESON J & MICHELLE A LANGER	316 WILLOW PL S	316 WILLOW PL S	WACONIA, MN	55387	750230310	0.00	\$0.00	1	\$5,431.84	1	\$4,252.73	\$9,684.57	\$2,500.00	\$2,500.00	\$320.31

*Cost per FF = \$181.10

**Based on a 4.78% Interest Rate and a 10 Year Term.

Totals: \$582,110.43 39 \$211,841.78 39 \$165,856.59 \$959,808.80 \$441,400.00 \$396,921.40 \$50,855.40
TOTAL FRONT FOOTAGE: 4,771.93
CORNER LOT CREDIT: 863.41
ASSESSMENT BASIS FRONT FOOTAGE: 3,908.52
NON-ASSESSABLE FRONT FOOTAGE: 694.28
ASSESSMENT FRONT FOOTAGE: 3,214.24



City of Waconia 2022 Infrastructure Improvement Project Assessment Hearing



November 7, 2022

1

Public Hearing Format

- Presentation
 - Project Scope
 - Project Schedule
 - Final Project Cost Summary
 - Assessments
- Questions / Comments / Discussion



2

Project Scope

- Street & Utility Reconstruction of Maple St. & Third St.
 - Truck Route Section on All Streets
 - Sidewalk Reconstruction on Maple St.
 - New Sidewalk on Third St.
 - Sanitary Sewer & Watermain Replacement
 - Storm Sewer Replacement/Expansion
- Dunsmore Drive Improvements
 - Reclamation of pavement and curb replacement
 - Additional storm sewer
- Oak Avenue Improvements
 - Mill & Overlay of pavement
 - Trail reconstruction
 - Storm sewer and retaining wall reconstruction



3

Project Schedule

- ☑ Completed Feasibility Study (October 2021)
- ☑ Completed Soil Borings, Topo. Survey, Preliminary Design, & Property Appraisals (Spring 2021 – Summer 2022)
- ☑ Conducted Public Improvement Hearing (December 2021)
- ☑ Conducted a Public Open House (February 2022)
- ☑ Completed Final Plans & Specifications (March 2022)
- ☑ Advertised Project and Opened Bids (March - April 2022)
- ☑ Awarded Project (April 2022)
- ☑ Substantially constructed Project (May – October 2022)
- ☐ Assessment Hearing (Tonight)
- ☐ Close-Out Project (2023)



4

Final Project Cost Summary

- Total Final Project Cost for the Project is \$4,151,272
- Total Final Assessed Amount of the Project is \$396,921 (Reduced Due to Benefit Evaluation Process)
- Final Street Reconstruction Assessable Cost Per Front Foot is \$181.10
- Final Sanitary Sewer Assessable Cost Per Unit is \$4,253
- Final Watermain Assessable Cost Per Unit on Street Reconstruction is \$5,432
- Final Assessment Rate is 4.78% (City Bond Rate is 3.78%)



5

Final Cost Apportionment Summary

	Preliminary Costs	Final Project Costs	+ / (-) From Prelim. Costs	% + / - From Prelim. Costs
*TOTAL PROJECT COST:	\$4,890,500	\$4,151,272	(\$739,228)	-15.1%
*Total Street/Storm/SW Sewer Recon. Cost	\$2,673,486	\$2,305,292	(\$368,194)	-13.8%
Standard Street Section Cost	\$1,519,400	\$1,415,694	(\$103,706)	-6.8%
*Extra Depth & Width Of Pymt (City Cost)	\$922,873	\$696,472	(\$226,401)	-24.5%
Sidewalk / Trail (City Cost)	\$231,213	\$193,127	(\$38,086)	-16.5%
Street/Storm Recon Cost (Assessed)	\$624,754	\$582,111	(\$42,642)	-6.8%
Assessable Cost Per Front Foot	\$194.37	\$181.10	(\$13.27)	-6.8%
Sanitary Sewer Improvements	\$495,720	\$348,724	(\$146,996)	-29.7%
Sanitary Sewer Imp (Assessment Eligible)	\$415,688	\$348,724	(\$66,964)	-16.1%
Sanitary Sewer Improvements (Assessed)	\$197,705	\$165,857	(\$31,849)	-16.1%
Sanitary Per Unit Assessment	\$5,069.37	\$4,252.73	(\$817)	-16.1%
Watermain Improvements	\$618,705	\$550,709	(\$67,996)	-11.0%
Watermain Imp (Assessment Eligible)	\$476,438	\$445,411	(\$31,027)	-6.5%
Watermain Improvements (Assessed)	\$226,599	\$211,842	(\$14,757)	-6.5%
Watermain Per Unit Assessment	\$5,810.22	\$5,431.84	(\$378)	-6.5%
Oak Avenue Improvements	\$774,000	\$722,767	(\$51,233)	-6.6%
Dunsmore Drive Improvements	\$328,500	\$223,780	(\$104,720)	-31.9%
TOTAL ASSESSED AMOUNT (PER POLICY):	\$1,049,057	\$959,810	(\$89,248)	-8.5%
TOTAL ASSESSED AMOUNT (ADJUSTED):	\$398,381	\$396,921	(\$1,459)	-0.4%
TOTAL CITY COST (ADJUSTED):	\$4,492,119	\$3,754,351	(\$737,768)	-16.4%
TOTAL PROJECT COST:	\$4,890,500	\$4,151,272	(\$739,228)	-15.1%

*Feasibility Study Prices Reduced \$167,000. Reduced \$130,000 due to stormwater treatment work not being completed with final project and reduced \$37,00 due to City staff completing Dunsmore Drive reclamation work.



6

Assessments

- 44 Properties Included in the Project Area
- 43 Properties Proposed to be Assessed for the Street & Utility Reconstruction Area (Same as Included in the Feasibility Study)
 - 40 Privately Owned Single Family Residential Properties
 - 3 Privately Owned Multi-Family Residential Properties
 - No Publicly Owned Properties
- Total Assessment Amounts of \$2,500 to \$33,000 Per Property
- Single Family Residential Assessments Capped at \$8,500
- Payment Options Include:
 - Pre-Pay Without Interest for 30-Days After the Hearing
 - Assessments Not Paid in Full Will be Paid Through Tax Statements at Bond Term (10 Years) and Assessment Interest Rate of 4.78%



7

Assessment Map



8

Questions / Comments / Discussion?





REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		November 7, 2022					
Item Name:		October 17, 2022 City Council Meeting Minutes					
Originating Department:		Administration					
Presented by:		Ann Meyerhoff					
Previous Council Action (if any):							
Item Type (X only one):	Consent	X	Regular Session		Discussion Session		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Approve October 17, 2022 City Council Meeting Minutes							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Attachments: 1. Minutes 10-17-22.docx							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information: _____ Budgeted _____ Non Budgeted _____ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			

CITY OF WACONIA
October 17, 2022

1) **CALL MEETING TO ORDER AND ROLL CALL**

Pursuant to due call and notice thereof, the regular meeting of the City Council of the City of Waconia was called to order by Mayor Bloudek at 6:00 p.m. The following members were present:
Kent Bloudek, Nicole Waldron, Randy Sorensen, Pete Leo

Staff Present: Shane Fineran, Jackie Schulze, Lane Braaten, Nicole Meyer, Craig Eldred, Ann Meyerhoff, Amanda Ortloff, Justin Sorensen.

2) **PLEDGE OF ALLEGIANCE**

3) **ADOPT AGENDA**

Motion by Waldron, seconded by Leo 3) ADOPT AGENDA
MOTION carried

4) **RECOGNITION OF RETIRING FIREFIGHTER TOM MARTINO**

5) **VISITOR'S PRESENTATIONS, PETITIONS, CORRESPONDENCE Dennis Peterson - Traffic**

Dennis Peterson expressed traffic concerns that he has observed in town.

6) **ADOPT CONSENT AGENDA**

6.1 September 26, 2022 City Council Meeting Minutes

[Minutes 9-26-2022.pdf](#)

6.2 October 3, 2022 City Council Meeting Minutes

[Minutes 10-03-2022.pdf](#)

6.3 October 17, 2022 Expenditures

[Council List-Expenditures 10.17.2022_Purchasing Card.pdf](#)

[Council List-Expenditures 10.17.2022_Regular.pdf](#)

[Council List-Expenditures 10.17.2022_Other.pdf](#)

6.4 Rink Management Services Corporation Safari Island Community Center
Expenditures Incurred September 2022

[Safari Island Bills Applied Payments Sep '22.pdf](#)

- 6.5 Rink Management Services Corporation Waconia Ice Arena Expenditures Incurred September 2022

[Waconia Ice Arena Bills Applied Payments Sep '22.pdf](#)

- 6.6 Contractor Pay Request - New Fire Station

[FS Pay App 1.Twin City Acoustics 10.10.22.pdf](#)

- 6.7 GIS Analyst Shared Position Agreement with Carver County

[22271res_GIS_Analyst_Position.docx](#)

[GIS Analyst Shared Position Agreement - Waconia.doc](#)

- 6.8 SITE PLAN & DESIGN REVIEW - 1301 Oak Avenue

[22272 res Casey Site Plan.docx](#)

[Location Map \(1 Page\).pdf](#)

[Existing and Proposed Site Plan and Elevations \(5 Pages\).pdf](#)

- 6.9 Utility Service Agreement - 7810 Laketown Parkway

[22273res_Approving_the_Rademacher_Utility_Service_Agreement.docx](#)

[Utility Service Agreement \(Draft 10-11-2022\).docx](#)

- 6.10 Authorize City Staff to Obtain Project Plans and Specifications for 2023 Project - Safari Island Community Center Lap & Recreation Pool Filter Projects

[22274res_-_Safari_Island_Community_Center_Pool_Filter_Project.doc](#)

- 6.11 Approving a 10-Year Commitment for the LOGIS ERP and Utility Billing Software Applications

[22275Res_-_Approve_LOGIS_ERP_Commitment.doc](#)

Motion by Sorensen, seconded by Waldron 6) ADOPT CONSENT AGENDA
MOTION carried

7) PUBLIC HEARING

7.1 Ordering Improvement & Preparation of Plans

[22276Res_No_3_Order_Improvements.docx](#)

[2022-10-17 Downtown Improvement Hearing.pdf](#)

Jake Saulsbury, City Engineer, gave a presentation on Downtown construction which includes Main Street W from Maple Street S to approximately 100 feet east of Olive Street S, Olive Street S from Main Street W to First Street W and Storm Water reuse treatment & storage located in the alley north of Main Street W & west of Olive Street N.

Project financing & Funding would be from sale of a combined bond, special assessments, sewer fund, water fund & stormwater fund. Some grants are available. Saulsbury went over the City's assessment policy and shared the assessment area map. There are 24 private properties affected.

Council had a discussion about bump outs and some concerns from the public regarding them.

Mayor Bloudek opened the public hearing

Christine Fenner, 1658 Oranges Street, shared that there is a lot of concerns with the bump outs with delivery trucks and large vehicles.

She asked about access to business and parking. Will they have access the entire time for deliveries or do they have to make them in the back? Jake Saulsbury responded that . public lots will have to be used for parking.

Steve Yetzer, 332 W 4th Street, expressed concerns with handcuffing a new council to this plan if voted on tonight. There is a lot of truck traffic in town and asking why the streets are going to narrowed.

Jake Saulsbury addressed the width of the streets and sidewalks.

Ron Everson, 10333 North Shore Road, commented that we cannot eliminate any downtown parking. All he sees is eliminating parking and not adding any.

Motion by Waldron, seconded by Leo to close the public hearing.

Motion by Leo, seconded by Waldron Adopt Resolution 2022-276; Ordering Improvements & Preparation of Plans for Downtown Reconstruction, Phase I; Capital Project 128

MOTION carried

8) COUNCIL BUSINESS

8.1 Lockridge, Grindal, & Nauen Legislative Services

[22277res_Legislative_Services_Contract.doc](#)

[City of Waconia 2023 Contract.pdf](#)

[Waconia Proposal - LGN \(002\).pdf](#)

Shane Fineran stated that in a previous work session, City Council heard from representative from Lockridge, Grindal & Nauen about the services they can provide to local governments in monitoring, lobbying and advocating for the City of Waconia at the state legislature. Targeted for their services will be state transportation funding support for transportation or additional funding to existing state programs that will support necessary work and improvements to the Highway 5 corridor.

This consultant service is needed in order to reduce the burden on local tax payers for transportation improvements within the community on state and county roadway systems that serve a regional and local benefit. The community has invested heavily over the past years on these transportation corridors and the goal is to increase state support and participation in the financial investment of these systems so that goods, services, and people can move safely and efficiently to and through the community.

The contract is for up to 2 fyears with termination provision of written notice of 60 days.

Motion by Sorensen, seconded by Waldron Adopt Resolution 2022-277, Approve Contract for Legislative Services

MOTION carried

9) ITEMS REMOVED FROM CONSENT AGENDA

10) STAFF REPORTS

11) BOARD REPORTS

Council Member Waldron: November 5th is DEAR shopping event.

12) ANNOUNCEMENTS

13) ADJOURN REGULAR MEETING

Motion by Waldron, seconded by Sorensen 13) ADJOURN REGULAR MEETING at 7:26 p.m.

MOTION carried

Work Session: Enterprise Fund budgets, General Fund budget review

UPCOMING CALENDAR OF EVENTS/MEETINGS: Park Board - October 20th at 6:30 p.m. Planning Commission - November 3rd at 6:30 p.m. City Council - November 7th at 6:00 p.m. Election Day - November 8th 7:00 a.m. to 8:00 p.m.

Kent Bloudek, Mayor

ATTEST: _____

Ann Meyerhoff, Office Assistant



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		November 7, 2022					
Item Name:		November 7, 2022 Expenditures					
Originating Department:		Finance					
Presented by:		Amanda Ortloff					
Previous Council Action (if any):							
Item Type (X only one):	Consent	X	Regular Session		Discussion Session		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Payment of November 7, 2022 Expenditures							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Attachments: 1. Council List-Expenditures 11.07.2022.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information: _____ Budgeted _____ Non Budgeted _____ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			

CITY OF WACONIA
Council List-Expenditures
Meeting: November 7, 2022

VENDOR NAME	DESCRIPTION	AMOUNT	FUND / DEPARTMENT
ABM EQUIPMENT, LLC	Freight for Boom Rest	\$19.36	Street Light Utility Fund
AMERICAN ENGINEERING TESTING, INC.	EFR Parking Lot Engineering	\$2,091.75	PIR Fund
ASHLEY GOEDERT	Utility Bill Refund	\$14.20	Water Utility Fund
BKV GROUP	Fire Station Project-Architect	\$15,187.46	PIR Fund
CADY BUILDING MAINTENANCE, INC.	Facility Cleaning 11.2022	\$3,739.60	Central Facilities
CARVER COUNTY	2022 Assessment Contract	\$82,639.47	Finance
CCP NI MASTER TENANT 4, LLC	Solar Electric 09.2022	\$1,593.79	Central Facilities
CCP NI MASTER TENANT 4, LLC	Solar Electric 09.2022	\$33.13	Water Utility Fund
CCP NI MASTER TENANT 4, LLC	Solar Electric 09.2022	\$1,524.13	Sewer Utility Fund
CCP NI MASTER TENANT 4, LLC	Solar Electric 09.2022	\$738.84	Street Light Utility Fund
CITY OF BLOOMINGTON	Water Testing 09.2022	\$154.00	Water Utility Fund
CITY OF SAINT PAUL	Asphalt Mix - Pot Hole Patch	\$937.02	Streets
COMMERCIAL ASPHALT COMPANY	MV3 Material	\$10,316.35	Streets
DAYCO CONCRETE COMPANY, INC	Escrow Refund; Sugarbush Ln	\$910.00	PIR Fund
DIANA TOLLERSON	Utility Bill Refund	\$25.44	Water Utility Fund
EHLERS & ASSOCIATES, INC.	Arbitrage Report 2017A GO Bond	\$2,500.00	2017A GO BOND
ETERNITY HOMES	Escrow Refund; Waterford Tree	\$2,500.00	PIR Fund
EVOQUA WATER TECHNOLOGIES LLC	Bioxide Storage Lease 10.2022	\$2,052.00	Sewer Utility Fund
GAMETIME	Volcano Section of Playground	\$1,489.46	Parks
GMH ASPHALT CORP	East Frontage Rd Improvements	\$138,730.20	PIR Fund
GMH ASPHALT CORP	East Frontage Rd Improvements	\$14,068.55	Storm Water Fund
GMH ASPHALT CORP	East Frontage Road Parking Lot	\$45,914.23	PIR Fund
GMH ASPHALT CORP	Waconia Parkway South Imp	\$452,600.72	PIR Fund
GMH ASPHALT CORP	Waconia Parkway South Imp	\$751.17	Water Utility Fund
GMH ASPHALT CORP	Waconia Parkway South Imp	\$11,725.63	Storm Water Fund
GOPHER STATE ONE-CALL	Utility Locate Tickets 10.2022	\$218.02	Water Utility Fund
GOPHER STATE ONE-CALL	Utility Locate Tickets 10.2022	\$218.03	Sewer Utility Fund
GREGORY SCHULTZ	Utility Bill Refund	\$65.17	Water Utility Fund
HECKSEL MACHINE INC	Inclusive Playground Railing	\$24,960.00	PIR Fund
HOLTON ELECTRIC CONTRACTORS LLC	Heater Install; Water Plant	\$4,110.00	Water Utility Fund
HOTSY MINNESOTA	#9016 Soap and Tune Up	\$607.43	Streets
JEFFERSON FIRE & SAFETY, INC	Enforcer Fire Bull Foam Pail	\$1,078.00	Fire
JODI JUNGWIRTH	Utility Bill Refund	\$142.92	Water Utility Fund
JOHNSON CONTROLS FIRE PROTECTION	Electric Actuator Replaced	\$1,125.00	Water Utility Fund
KEITH & NANCY CARLSON	Utility Bill Refund	\$8.43	Water Utility Fund
MARCO TECHNOLOGIES, LLC	Carverlink Switch Swap	\$753.75	Technology
MARCO TECHNOLOGIES, LLC	Cisco Insights 10.16-11.15.22	\$210.00	Technology
MARCO TECHNOLOGIES, LLC	Unify It On Demand 10.18-11.17	\$709.46	Technology
MED COMPASS	Medical Testing; Jurek	\$230.00	Fire
MED COMPASS	Medical Testing; Kuczek	\$195.00	Fire

CITY OF WACONIA
Council List-Expenditures
Meeting: November 7, 2022

VENDOR NAME	DESCRIPTION	AMOUNT	FUND / DEPARTMENT
MN DEPARTMENT OF TRANSPORTATION	East Frontage Road Inspections	\$1,478.56	PIR Fund
MTI DISTRIBUTING, INC.	Waterford Reuse Project	\$112,249.00	Storm Water Fund
NCPERS GROUP LIFE INS.	Premiums 11.2022	\$64.00	General Fund
NORDIC MECHANICAL SERVICES	Condensing Unit Repair	\$1,891.00	Central Facilities
NORDIC MECHANICAL SERVICES	Fiberboard Ductwork Repair	\$685.40	Central Facilities
PERA	2022 Contribution to Pension	\$10,000.00	Fire
PHILLIP TESAR	Utility Bill Refund	\$100.63	Water Utility Fund
PROPERTIES OF SW METRO, LLC	Escrow Refund; Darabi	\$509.00	PIR Fund
QUALITY COUNTS, LLC	MSA Street Traffic Counts	\$4,345.00	Streets
ROAD FABRICS, INC	Oak Ave Mill & Overlay Project	\$54,838.44	PIR Fund
S.M. HENTGES & SONS, INC	Waterford Park Water Reuse	\$126,870.28	Storm Water Fund
SCOTT BROSE	Utility Bill Refund	\$40.25	Water Utility Fund
SCOTT COLTON	Goldfinch Pond Maintenance	\$500.00	Storm Water Fund
SHELLY TENOR	Utility Bill Refund	\$74.50	Water Utility Fund
STORMS WELDING & MFG INC	Loader Plow Attachment	\$4,945.33	Capital Equipment Fund
THE SHED AND FENCE COMPANY	Privacy Fence for AC Unit	\$3,550.00	Central Facilities
THOMAS LEROUX	Utility Bill Refund	\$56.35	Water Utility Fund
WACONIA CHAMBER OF COMMERCE	Chamber Luncheon; N. Waldron	\$30.00	Administration
WILSON'S NURSERY INC.	2022 Infrastructure Blvd Trees	\$2,087.40	PIR Fund
WILSON'S NURSERY INC.	Boulevard Tree Replacement	\$4,997.95	Streets
WM MUELLER & SONS INC	2022 Infrastructure Project	\$339,648.04	PIR Fund
WM MUELLER & SONS INC	2022 Infrastructure Project	\$737.25	Water Utility Fund
WM MUELLER & SONS INC	2022 Infrastructure Project	\$12,580.90	Sewer Utility Fund
WM MUELLER & SONS INC	2022 Infrastructure Project	\$737.25	Storm Water Fund
WM MUELLER & SONS INC	3/8" Fine Gravel	\$710.21	Streets
WM MUELLER & SONS INC	Winter Material	\$2,778.67	Streets
WM MUELLER & SONS INC	Winter Material	\$5,255.99	Water Utility Fund
Grand Total		\$1,518,649.11	

The above bills have been approved for payment at the regular City Council Meeting on November 7, 2022.
Authorized and ordered for payment:

Mayor

City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		November 7, 2022					
Item Name:		Contractor Pay Request #9 - Waconia Parkway South Improvements					
Originating Department:		Finance					
Presented by:		Amanda Ortloff					
Previous Council Action (if any):							
Item Type (X only one):		Consent	☒	Regular Session	☐	Discussion Session	☐
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Motion to approve Pay Estimate No. 9 to GMH Asphalt, Inc. for the Waconia Parkway South Improvements.							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Staff has reviewed the contractor pay request for the Waconia Parkway South Improvements and recommends payment of \$465,077.52 based on the engineering request for payment. This payment represents approximately 88.0% of the total approved contract for the project.							
<u>Attachments:</u>							
1. 2022-10-26_WPS_Pay Request 9.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
PIR Capital, Water and Storm Water Utility Funds							
Budget Information:				Planning Commission			
☒ Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			



Real People. Real Solutions.

2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

Ph: (952) 448-8838
Fax: (952) 448-8805
Bolton-Menk.com

October 26, 2022

City of Waconia
Attn: Nicole Meyer
201 South Vine St.
Waconia, MN 55387

**RE: Waconia Parkway South Improvements
Pay Request No. 9**

Dear Mrs. Meyer:

Enclosed please find Pay Request No. 9 for work completed from 8/26/2022 through 9/30/2022 on the above referenced project. The work completed includes payment for paving, turf restoration, striping and other miscellaneous construction related items.

We have reviewed the estimate, verified the quantities, and recommend the City make payment in the amount of **\$465,077.52** to GMH Asphalt, Corp. Below is a total for the project as well as the estimated percent of work completed for each funding type.

Funding Group	Total Payment	Street	Storm	Watermain	Trail	Sidewalk
WPS-LRIP	\$281,866.07	95.84%	4.16%			
WPS-CITY	\$183,211.43	13.29%		0.41%	33.54%	52.76%
Total:	\$465,077.52					

Please contact me if you have any questions regarding this pay request.

Respectfully Submitted,
Bolton & Menk, Inc.

Jake Saulsbury, P.E.

cc: Craig Eldred, City of Waconia
Josh Eckstein, Bolton & Menk

Enclosure

CONTRACTOR'S PAY REQUEST

WACONIA PARKWAY SOUTH IMPROVEMENTS

**BOLTON
& MENK**

Real People. Real Solutions.

DISTRIBUTION:

CONTRACTOR (1)

OWNER (1)

ENGINEER (1)

CITY OF WACONIA

BMI PROJECT NO. C14.120614

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	\$3,168,706.58
TOTAL, COMPLETED WORK TO DATE	\$2,940,917.28
TOTAL, STORED MATERIALS TO DATE	\$129,984.14
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	\$129,984.14
TOTAL, COMPLETED WORK & STORED MATERIALS	\$2,940,917.28
RETAINED PERCENTAGE (5.0%)	\$147,045.86
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$2,793,871.42
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$2,328,793.90
PAY CONTRACTOR AS ESTIMATE NO. 9	\$465,077.52

CERTIFICATE FOR PARTIAL PAYMENT

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the contract amount for the period covered by this Estimate.

Contractor:

GMH Asphalt Corp
9180 Laketown Road
Chaska, MN 55318

By

Name

VP

Title

Date

10-25-22

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:

ENGINEER: BOLTON & MENK, INC., 2638 SHADOW LANE, STE 200, CHASKA, MN 55318

By

, CONSULTING ENGINEER

Date

10/26/2022

APPROVED FOR PAYMENT:

OWNER:

By

Name

Title

Date

And

Name

Title

Date

Pay Request No.:

WACONIA PARKWAY SOUTH IMPROVEMENTS

CITY OF WACONIA
BMT PROJECT NO. C14.120614

WORK COMPLETED THROUGH FRIDAY, SEPTEMBER 30, 2022



Real People. Real Solutions.

ITEM NO.	ITEM	UNIT PRICE	AS B'D		ESTIMATED AMOUNT	PREVIOUS ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	LUMP SUM		ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
1	MOBILIZATION	\$215,000.00	1.00	LUMP SUM	\$215,000.00	1.00	LUMP SUM	1.00	LUMP SUM
2	CLEARING	\$474.00	5.00	TREE	\$2,370.00	15.00	TREE	15.00	TREE
3	GRUBBING	\$105.00	5.00	TREE	\$525.00	15.00	TREE	15.00	TREE
4	PAVEMENT MARKING REMOVAL	\$2.11	190.00	LIN FT	\$400.90	0.00	LIN FT	0.00	LIN FT
5	REMOVE LIGHT UNIT	\$421.00	4.00	EACH	\$1,684.00	4.00	EACH	4.00	EACH
6	REMOVE HYDRANT	\$790.00	7.00	EACH	\$5,530.00	2.00	EACH	2.00	EACH
7	REMOVE DRAINAGE STRUCTURE	\$474.00	11.00	EACH	\$5,214.00	12.00	EACH	12.00	EACH
8	REMOVE SIGN	\$42.10	41.00	EACH	\$1,726.10	13.00	EACH	13.00	EACH
9	REMOVE WATERMAIN	\$21.05	269.00	LIN FT	\$5,662.45	90.00	LIN FT	90.00	LIN FT
10	REMOVE PIPE SEWER (STORM)	\$36.85	582.00	LIN FT	\$21,446.70	420.00	LIN FT	420.00	LIN FT
11	REMOVE CURB & GUTTER	\$3.50	2,575.00	LIN FT	\$9,012.50	2,554.00	LIN FT	2,554.00	LIN FT
12	SALVAGE RETAINING WALL	\$27.00	155.00	LIN FT	\$4,185.00	155.00	LIN FT	155.00	LIN FT
13	REMOVE BITUMINOUS DRIVEWAY/WALK	\$6.00	1,156.00	SQ YD	\$6,936.00	1,891.00	SQ YD	1,891.00	SQ YD
14	REMOVE BITUMINOUS PAVEMENT	\$4.00	13,264.00	SQ FT	\$53,056.00	13,624.00	SQ FT	13,624.00	SQ YD
15	REMOVE CONCRETE DRIVEWAY/WALK	\$2.75	866.00	SQ FT	\$2,381.50	1,016.00	SQ FT	1,016.00	SQ FT
16	SALVAGE SIGN AND FIELD STONE	\$1,000.00	1.00	EACH	\$1,000.00	1.00	EACH	1.00	EACH
17	ABANDON WATER MAIN	\$8.95	2,220.00	LIN FT	\$19,869.00	0.00	LIN FT	0.00	LIN FT
18	COMMON EXCAVATION (EV) (P)	\$29.10	7,571.00	CU YD	\$220,316.10	9,540.00	CU YD	9,540.00	CU YD
19	SUBGRADE EXCAVATION (EV)	\$24.00	566.00	CU YD	\$13,584.00	241.00	CU YD	241.00	CU YD
20	STABILIZING AGGREGATE (CV)	\$29.90	566.00	CU YD	\$16,923.40	0.00	CU YD	0.00	CU YD
21	SUBGRADE PREPARATION	\$0.50	14,258.00	SQ YD	\$7,129.00	18,562.00	SQ YD	18,562.00	SQ YD
22	AGGREGATE BASE CLASS 5	\$0.01	12,833.00	TON	\$128.33	14,408.00	TON	14,408.00	TON
23	JOINT AND CRACK FILLER	\$10.55	300.00	POUND	\$3,165.00	0.00	POUND	0.00	POUND
24	MILL BITUMINOUS SURFACE (1.0")	\$1.35	12,568.00	SQ YD	\$16,966.80	4,896.00	SQ YD	4,896.00	SQ YD
25	MILL BITUMINOUS SURFACE (2.0")	\$2.60	1,344.00	SQ YD	\$3,494.40	0.00	SQ YD	0.00	SQ YD
26	CONCRETE PAVEMENT 8.0"	\$85.30	250.00	SQ YD	\$21,325.00	237.50	SQ YD	237.50	SQ YD
27	DRILL & GROUT REINF BARS (EPOXY COATED)	\$26.30	1,346.00	EACH	\$35,399.80	408.00	EACH	408.00	EACH
28	TYPE SP 9.5 WEARING COURSE MIX (3.C)	\$81.85	4,753.00	TON	\$389,033.05	0.00	TON	0.00	TON
29	TYPE SP 12.5 NON WEAR COURSE MIX (3.C)	\$80.05	2,305.00	TON	\$184,515.25	2,889.00	TON	2,889.00	TON
30	TYPE SP 9.5 BITUMINOUS MIXTURE (3.C) (LEVELING COURSE)	\$67.35	1,350.00	TON	\$90,922.50	0.00	TON	0.00	TON
31	INSTALL RETAINING WALL	\$30.00	155.00	LIN FT	\$4,650.00	0.00	LIN FT	0.00	LIN FT
32	PREFABRICATED MODULAR BLOCK WALL	\$57.00	480.00	SQ FT	\$27,360.00	375.00	SQ FT	375.00	SQ FT
33	22" SPAN RC PIPE-ARCH CULVERT CLASS V	\$156.00	93.00	LIN FT	\$14,508.00	92.00	LIN FT	92.00	LIN FT
34	12" RC PIPE APRON (W/ TRASHGUARD)	\$1,237.00	2.00	EACH	\$2,474.00	2.00	EACH	2.00	EACH
35	15" RC PIPE APRON (W/ TRASHGUARD)	\$1,343.00	2.00	EACH	\$2,686.00	2.00	EACH	2.00	EACH
36	18" RC PIPE APRON (W/ TRASHGUARD)	\$3,670.00	1.00	EACH	\$3,670.00	1.00	EACH	1.00	EACH
37	12" RC PIPE SEWER DESIGN 3006 CLASS V	\$64.90	509.00	LIN FT	\$33,034.10	506.00	LIN FT	506.00	LIN FT
38	15" RC PIPE SEWER DESIGN 3006 CLASS V	\$69.55	458.00	LIN FT	\$31,853.90	335.00	LIN FT	335.00	LIN FT
39	18" RC PIPE SEWER DESIGN 3006 CLASS V	\$73.55	64.00	LIN FT	\$4,707.20	205.00	LIN FT	205.00	LIN FT
40	21" RC PIPE SEWER DESIGN 3006 CLASS V	\$81.45	137.00	LIN FT	\$11,158.65	125.00	LIN FT	125.00	LIN FT
41	CONNECT TO EXISTING WATERMAIN	\$2,894.00	9.00	EACH	\$26,046.00	8.00	EACH	8.00	EACH
42	CONNECT TO EXISTING WATER SERVICE	\$478.00	2.00	EACH	\$956.00	2.00	EACH	2.00	EACH
43	INSTALL HYDRANT	\$4,617.00	7.00	EACH	\$32,319.00	7.00	EACH	7.00	EACH
44	ADJUST VALVE BOX	\$790.00	4.00	EACH	\$3,160.00	3.00	EACH	3.00	EACH
45	1" CORPORATION STOP	\$856.00	2.00	EACH	\$1,712.00	2.00	EACH	2.00	EACH
46	6" GATE VALVE AND BOX	\$1,891.00	8.00	EACH	\$15,128.00	10.00	EACH	10.00	EACH
47	8" GATE VALVE AND BOX	\$2,452.00	4.00	EACH	\$9,808.00	3.00	EACH	3.00	EACH
48	10" GATE VALVE AND BOX	\$3,371.00	7.00	EACH	\$23,597.00	8.00	EACH	8.00	EACH
49	12" BUTTERFLY VALVE AND BOX	\$2,555.00	2.00	EACH	\$5,110.00	2.00	EACH	2.00	EACH
50	1" CURB STOP AND BOX	\$641.00	2.00	EACH	\$1,282.00	2.00	EACH	2.00	EACH

Pay Request No.:

WACONIA PARKWAY SOUTH IMPROVEMENTS

CITY OF WACONIA

BMI PROJECT NO. C14.120614

WORK COMPLETED THROUGH FRIDAY, SEPTEMBER 30, 2022



Real People. Real Solutions.

ITEM NO.	ITEM	UNIT PRICE	ESTIMATED QUANTITY	AS-BID ESTIMATED AMOUNT	PROPOSED ESTIMATE ESTIMATED QUANTITY	COMPLETED TO DATE ESTIMATED QUANTITY	ESTIMATED AMOUNT
51	HYDRANT EXTENSION (0.5')	\$1,132.00	2.00	\$2,264.00	0.00	0.00	\$0.00
52	1" TYPE K COPPER PIPE	\$64.85	70.00	\$4,539.50	40.00	40.00	\$2,594.00
53	6" WATERMAIN DUCTILE IRON CL 52	\$57.75	238.00	\$13,744.50	182.00	182.00	\$10,510.50
54	6" PVC WATERMAIN C900 DR18	\$41.35	75.00	\$3,101.25	136.00	136.00	\$5,623.60
55	8" PVC WATERMAIN C900 DR18	\$50.55	65.00	\$3,285.75	48.00	48.00	\$2,426.40
56	10" PVC WATERMAIN C900 DR18	\$55.80	1,070.00	\$59,706.00	1,016.00	1,016.00	\$56,692.80
57	12" PVC WATERMAIN C900 DR18	\$77.95	1,360.00	\$106,012.00	1,305.00	1,305.00	\$101,724.75
58	4" POLYSTYRENE INSULATION	\$34.75	25.00	\$868.75	37.00	37.00	\$1,285.75
59	PIPE FITTINGS	\$12.10	3,031.00	\$36,675.10	2,669.00	2,669.00	\$32,294.90
60	CASTING ASSEMBLY (STORM)	\$552.00	18.00	\$9,936.00	5.00	5.00	\$2,760.00
61	ADJUST FRAME & RING CASTING (SANITARY)	\$1,200.00	4.00	\$4,800.00	1.00	1.00	\$1,200.00
62	ADJUST FRAME & RING CASTING (STORM)	\$1,200.00	3.00	\$3,600.00	3.00	3.00	\$3,600.00
63	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	\$421.00	3.00	\$1,263.00	3.00	3.00	\$1,263.00
64	CONSTRUCT DRAINAGE STRUCTURE DES 48-4020	\$459.00	13.30	\$6,104.70	21.30	21.30	\$9,776.70
65	CONSTRUCT DRAINAGE STRUCTURE DESIGN R-1	\$310.00	27.60	\$8,556.00	31.80	31.80	\$9,858.00
66	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4022	\$450.00	30.90	\$13,905.00	24.20	24.20	\$10,890.00
67	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-22	\$614.00	6.50	\$3,991.00	6.50	6.50	\$3,991.00
68	CONNECT TO EXISTING DRAINAGE STRUCTURE	\$395.00	1.00	\$395.00	1.00	1.00	\$395.00
69	CONNECT TO EXISTING STORM SEWER	\$395.00	7.00	\$2,765.00	5.00	5.00	\$1,975.00
70	EXTERNAL CHIMNEY SEAL (STORM)	\$198.00	18.00	\$3,564.00	7.00	7.00	\$1,386.00
71	RANDOM RIPRAP CLASS III	\$121.00	24.00	\$2,904.00	28.80	28.80	\$3,484.80
72	4" CONCRETE WALK	\$9.25	4,628.00	\$42,809.00	7,492.00	7,492.00	\$69,301.00
73	6" CONCRETE DRIVEWAY/WALK	\$17.15	4,102.00	\$70,349.30	2,653.00	2,653.00	\$45,498.95
74	3" BITUMINOUS WALK	\$22.50	1,787.00	\$40,207.50	604.00	604.00	\$13,590.00
75	CONCRETE CURB & GUTTER DESIGN B424	\$18.85	3,465.00	\$65,315.25	3,432.00	3,508.00	\$64,693.20
76	CONCRETE CURB & GUTTER DESIGN B424 (MODIFIED)	\$33.10	18.00	\$595.80	0.00	0.00	\$0.00
77	CONCRETE CURB & GUTTER DESIGN B618	\$18.85	3,210.00	\$60,508.50	3,320.00	3,320.00	\$62,582.00
78	CONCRETE CURB & GUTTER DESIGN R424	\$26.30	258.00	\$6,785.40	266.00	266.00	\$6,995.80
79	CONCRETE CURB DESIGN V4	\$26.30	77.00	\$2,025.10	0.00	0.00	\$0.00
80	ADA COMPLIANCE SUPERVISOR	\$2,106.00	1.00	\$2,106.00	1.00	1.00	\$2,106.00
81	TRUNCATED DOMES	\$52.65	604.00	\$31,800.60	446.00	446.00	\$23,481.90
82	FENCE DESIGN SPECIAL 1	\$132.00	241.00	\$31,812.00	0.00	0.00	\$0.00
83	FENCE DESIGN SPECIAL 2	\$132.00	170.00	\$22,440.00	0.00	0.00	\$0.00
84	TRAFFIC CONTROL	\$26,325.00	1.00	\$26,325.00	1.00	1.00	\$26,325.00
85	TRAFFIC CONTROL SIGNAL SYSTEM	\$226,391.00	1.00	\$226,391.00	0.90	1.00	\$226,391.00
86	EMERGENCY VEHICLE PREEMPTION SYSTEM	\$6,318.00	1.00	\$6,318.00	0.00	1.00	\$6,318.00
87	STORM DRAIN INLET PROTECTION	\$166.00	48.00	\$7,968.00	30.00	48.00	\$7,968.00
88	SILT FENCE, TYPE MS	\$2.00	4,115.00	\$8,230.00	2,421.00	2,421.00	\$4,842.00
89	SEDIMENT CONTROL LOG TYPE WOOD FIBER	\$3.40	1,420.00	\$4,828.00	10.00	620.00	\$2,108.00
90	ROCK DITCH CHECK	\$211.00	2.00	\$422.00	0.00	0.00	\$0.00
91	STABILIZED CONSTRUCTION EXIT	\$953.00	4.00	\$3,812.00	0.00	0.00	\$0.00
92	COMMON TOPSOIL BORROW (LV)	\$40.00	550.00	\$22,000.00	745.00	1,272.00	\$50,880.00
93	SUBSOILING	\$0.11	12,000.00	\$1,320.00	0.00	0.00	\$0.00
94	LANDSCAPING ALLOWANCE	\$10,000.00	1.00	\$10,000.00	0.00	0.00	\$0.00
95	IRRIGATION SYSTEM AND ELECTRIC FENCE REPAIR ALLOWANCE	\$10,000.00	1.00	\$10,000.00	0.00	0.00	\$0.00
96	INSTALL SIGN AND FIELD STONE	\$14,000.00	1.00	\$14,000.00	1.00	1.00	\$14,000.00
97	EROSION CONTROL BLANKET CAT 3N/W SEED MIX 25-131	\$1.90	6,014.00	\$11,426.60	4,511.00	5,200.00	\$9,880.00
98	HYDROMULCH TYPE BONDED FIBER MATRIX, W/ SEED MIX 25-131	\$1.05	6,260.00	\$6,573.00	1,669.00	13,314.00	\$13,979.70
99	4" SOLID LINE MULTI COMP	\$0.38	25,552.00	\$9,709.76	11,941.00	25,412.00	\$9,656.56
100	24" SOLID LINE MULTI COMP	\$5.70	3,569.00	\$20,343.30	270.00	957.00	\$5,454.90
101	12" DOTTED LINE MULTI COMP	\$10.55	72.00	\$759.60	60.00	60.00	\$633.00

Pay Request No.:

WACONIA PARKWAY SOUTH IMPROVEMENTS

CITY OF WACONIA

BMI PROJECT NO. C14.120614

WORK COMPLETED THROUGH FRIDAY, SEPTEMBER 30, 2022

9



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ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
102	CROSSWALK MULTI COMP	\$4.20	1,932.00 SQ FT	\$8,114.40	720.00 SQ FT	\$3,024.00	1,992.00 SQ FT	\$8,366.40
103	PAVEMENT MESSAGE MULTI COMP	\$18.55	29.00 EACH	\$537.95	0.00 EACH	\$0.00	15.00 EACH	\$278.25
104	CLEARING	\$253.00	14.00 TREE	\$3,542.00	0.00 TREE	\$0.00	0.00 TREE	\$0.00
105	GRUBBING	\$78.95	14.00 TREE	\$1,105.30	0.00 TREE	\$0.00	0.00 TREE	\$0.00
106	REMOVE CURB & GUTTER	\$3.50	209.00 LIN FT	\$731.50	207.00 LIN FT	\$724.50	287.00 LIN FT	\$1,004.50
107	REMOVE CONCRETE DRIVEWAY/WALK	\$2.75	292.00 SQ FT	\$803.00	176.00 SQ FT	\$484.00	401.00 SQ FT	\$1,102.75
108	COMMON EXCAVATION (EV) (P)	\$29.10	370.00 CU YD	\$10,767.00	250.00 CU YD	\$7,275.00	370.00 CU YD	\$10,767.00
109	PREFABRICATED MODULAR BLOCK WALL	\$56.00	1,835.00 SQ FT	\$102,760.00	1,148.00 SQ FT	\$64,288.00	1,598.00 SQ FT	\$89,488.00
110	12" HDPE PIPE APRON (W/ TRASHGUARD)	\$316.00	4.00 EACH	\$1,264.00	4.00 EACH	\$1,264.00	4.00 EACH	\$1,264.00
111	12" HDPE DUAL WALL W/ WATERTIGHT JOINTS	\$60.80	78.00 LIN FT	\$4,742.40	77.00 LIN FT	\$4,681.60	77.00 LIN FT	\$4,681.60
112	RANDOM RIPRAP CLASS III	\$121.00	18.00 CU YD	\$2,178.00	0.00 CU YD	\$0.00	0.00 CU YD	\$0.00
113	4" CONCRETE WALK	\$8.80	15,710.00 SQ FT	\$138,248.00	11,360.00 SQ FT	\$99,968.00	17,038.00 SQ FT	\$149,934.40
114	6" CONCRETE DRIVEWAY/WALK	\$17.20	630.00 SQ FT	\$10,836.00	1,566.00 SQ FT	\$26,935.20	2,144.00 SQ FT	\$36,876.80
115	TRUNCATED DOMES	\$52.65	116.00 SQ FT	\$6,107.40	226.00 SQ FT	\$11,898.90	332.00 SQ FT	\$17,479.80
116	FENCE DESIGN SPECIAL	\$132.00	285.00 LIN FT	\$37,620.00	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
117	ADA COMPLIANCE SUPERVISOR	\$2,106.00	1.00 LUMP SUM	\$2,106.00	0.00 LUMP SUM	\$0.00	1.00 LUMP SUM	\$2,106.00
118	SEDIMENT CONTROL LOG TYPE WOOD FIBER	\$3.40	880.00 LIN FT	\$2,992.00	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
119	EROSION CONTROL BLANKET CAT 3N/W SEED MIX 25-131	\$2.11	1,703.00 SQ YD	\$3,593.33	0.00 SQ YD	\$0.00	1,703.00 SQ YD	\$3,593.33
120	HYDROMULCH TYPE BONDED FIBER MATRIX, W/ SEED MIX 25-131	\$2.11	455.00 SQ YD	\$960.05	0.00 SQ YD	\$0.00	455.00 SQ YD	\$960.05
121	CROSSWALK MULTI COMP	\$4.20	288.00 SQ FT	\$1,209.60	0.00 SQ FT	\$0.00	0.00 SQ FT	\$0.00
CO#1	FABRIC REMOVAL & DISPOSAL	\$693.85	1.00 LUMP SUM	\$693.85	1.00 LUMP SUM	\$693.85	1.00 LUMP SUM	\$693.85
CO#2	INSTALL CONDUITS	\$1,443.75	1.00 LUMP SUM	\$1,443.75	1.00 LUMP SUM	\$1,443.75	1.00 LUMP SUM	\$1,443.75
CO#3	DRAINTILE	\$570.00	1.00 LUMP SUM	\$570.00	1.00 LUMP SUM	\$570.00	1.00 LUMP SUM	\$570.00
CO#4	COMMON BORROW	\$9.25	2,440.00 CU YD	\$22,570.00	2,440.00 CU YD	\$22,570.00	2,440.00 CU YD	\$22,570.00
CO#5	TRAIL GRADING	\$1,282.50	1.00 LUMP SUM	\$1,282.50	1.00 LUMP SUM	\$1,282.50	1.00 LUMP SUM	\$1,282.50
CO#6-A	TYPE SP 9.5 WEARING COURSE MIX (3.B)	\$78.85	1,333.00 TON	\$105,107.05	1,333.00 TON	\$105,107.05	1,333.00 TON	\$105,107.05
CO#6-B	TYPE SP 12.5 NON WEAR COURSE MIX (3.B)	\$77.05	124.00 TON	\$9,554.20	1,073.00 TON	\$82,674.65	1,073.00 TON	\$82,674.65
CO#6-C	TYPE SP 9.5 BITUMINOUS MIXTURE (3.B) (LEVELING COURSE)	\$64.35	38.00 TON	\$2,445.30	38.00 TON	\$2,445.30	38.00 TON	\$2,445.30
CO#7-A	DOZER RENTAL	\$1,915.00	3.00 DAY	\$5,745.00	3.00 DAY	\$5,745.00	3.00 DAY	\$5,745.00
CO#7-B	DOZER, OPERATOR, & LABORER	\$317.50	5.00 HR	\$1,587.50	5.00 HR	\$1,587.50	5.00 HR	\$1,587.50
CO#8	TEMPORARY STREET PATCH	\$4,206.61	1.00 LUMP SUM	\$4,206.61	1.00 LUMP SUM	\$4,206.61	1.00 LUMP SUM	\$4,206.61
							0	0
TOTAL AMOUNT:				\$3,165,706.58		\$2,441,253.02		\$2,940,917.28



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		November 7, 2022					
Item Name:		Contractor Pay Request #6 - Waconia 2022 Infrastructure Improvements					
Originating Department:		Finance					
Presented by:		Amanda Ortloff					
Previous Council Action (if any):							
Item Type (X only one):		Consent	X	Regular Session		Discussion Session	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Motion to approve pay estimate No. 6 to W.M. Mueller & Sons, Inc. for the Waconia 2022 Infrastructure Improvements.							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Staff has reviewed the contractor pay request for the Waconia 2022 Infrastructure Improvements and recommends payment of \$353,703.44 based on the engineering request for payment. This payment represents approximately 82% of the total approved contract for the project.							
<u>Attachments:</u>							
1. 2022-11-02 2022 Project Payment #6.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses: PIR Capital, Water, Sewer, Storm Water							
Budget Information:				Planning Commission			
☒ Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			



Real People. Real Solutions.

2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

Ph: (952) 448-8838
Fax: (952) 448-8805
Bolton-Menk.com

November 2, 2022

City of Waconia
Attn: Amanda Ortloff
201 South Vine St.
Waconia, MN 55387

**RE: Waconia 2022 Infrastructure Improvements
Pay Request No. 6**

Dear Ms. Ortloff:

Enclosed please find Pay Request No. 6 for work completed from 9/24/2022 through 10/31/2022 on the above referenced project. The work completed includes payment for removals, milling, curb and gutter, sidewalks, paving, sod, striping, and other miscellaneous items.

We have reviewed the estimate, verified the quantities, and recommend the City make payment in the amount of **\$353,703.44** to W.M. Mueller & Sons, Inc. Below is a total for the project as well as the estimated percent of work completed for each funding type.

Funding Group	Total Payment	Street	Storm	Sewer	Watermain	Sidewalk/Trail
Recon	\$73,725.27	92%	1%	1%	1%	5%
Oak Ave	\$246,139.17	84%	0%	0%	0%	16%
Dunsmore	\$33,839.00	65%	0%	35%	0%	0%
TOTAL	\$353,703.44					

Please contact me if you have any questions regarding this pay request.

Respectfully Submitted,
Bolton & Menk, Inc.

Jake Saulsbury, P.E.

cc: Craig Eldred, City of Waconia
Ryan Johnson, Bolton & Menk

Enclosure

CONTRACTOR'S PAY REQUEST**2022 INFRASTRUCTURE IMPROVEMENTS****BOLTON
& MENK**

Real People. Real Solutions.

DISTRIBUTION:

CONTRACTOR (1)

OWNER (1)

ENGINEER (1)

CITY OF WACONIA -**BMI PROJECT NO. 0C1.124351**

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	\$3,671,783.82
TOTAL, COMPLETED WORK TO DATE	\$3,187,303.47
TOTAL, STORED MATERIALS TO DATE	\$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS	\$3,187,303.47
RETAINED PERCENTAGE (5.0%)	\$159,365.17
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$3,027,938.30
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$2,674,234.86
PAY CONTRACTOR AS ESTIMATE NO. 6	\$353,703.44

CERTIFICATE FOR PARTIAL PAYMENT

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the contract amount for the period covered by this Estimate.

Contractor:

W.M. Mueller & Sons, Inc.

831 Park Avenue

Hamburg, MN 55339

By Cory Hoernemann

Name

PM

Title

Date 11/2/2022**CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:****ENGINEER: BOLTON & MENK, INC., 2638 SHADOW LANE, STE 200, CHASKA, MN 55318**By Ryan R Johnson, CONSULTING ENGINEER11/1/2022

Date _____

APPROVED FOR PAYMENT:**OWNER:**By _____
Name Title DateAnd _____
Name Title Date

Pay Request No.:

2022 INFRASTRUCTURE IMPROVEMENTS

6



Real People. Real Solutions.

CITY OF WACONIA

BMI PROJECT NO. 0C1.124351

WORK COMPLETED THROUGH MONDAY, OCTOBER 31, 2022

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
1	MOBILIZATION	\$86,000.00	0.99 LUMP SUM	\$85,140.00	0.85 LUMP SUM	\$73,100.00	0.90 LUMP SUM	\$77,400.00
2	TRAFFIC CONTROL	\$7,000.00	1.00 LUMP SUM	\$7,000.00	0.85 LUMP SUM	\$5,950.00	0.90 LUMP SUM	\$6,300.00
3	CLEARING & GRUBBING	\$950.00	37.00 TREE	\$35,150.00	30.00 TREE	\$28,500.00	30.00 TREE	\$28,500.00
4	REMOVE HYDRANT	\$239.13	3.00 EACH	\$717.39	3.00 EACH	\$717.39	3.00 EACH	\$717.39
5	REMOVE DRAINAGE STRUCTURE	\$800.00	3.00 EACH	\$2,400.00	4.00 EACH	\$3,200.00	4.00 EACH	\$3,200.00
6	REMOVE SANITARY SEWER STRUCTURE	\$800.00	6.00 EACH	\$4,800.00	6.00 EACH	\$4,800.00	6.00 EACH	\$4,800.00
7	SALVAGE & INSTALL PRIVATE LIGHT POLE	\$7,000.00	2.00 EACH	\$14,000.00	0.00 EACH	\$0.00	0.00 EACH	\$0.00
8	SALVAGE & INSTALL CASTING (STORM)	\$350.00	3.00 EACH	\$1,050.00	0.00 EACH	\$0.00	0.00 EACH	\$0.00
9	SALVAGE & INSTALL CASTING (SEWER)	\$600.00	1.00 EACH	\$600.00	0.00 EACH	\$0.00	0.00 EACH	\$0.00
10	SALVAGE SIGN	\$50.00	15.00 EACH	\$750.00	15.00 EACH	\$750.00	15.00 EACH	\$750.00
11	SALVAGE DOWNTOWN WAYFINDING SIGN	\$400.00	2.00 EACH	\$800.00	0.00 EACH	\$0.00	0.00 EACH	\$0.00
12	SALVAGE & INSTALL RETAINING WALL	\$74.55	366.00 LIN FT	\$27,285.30	309.50 LIN FT	\$23,073.23	362.00 LIN FT	\$26,987.10
13	REMOVE WATER MAIN	\$5.00	1,823.00 LIN FT	\$9,115.00	1,779.00 LIN FT	\$8,895.00	1,779.00 LIN FT	\$8,895.00
14	REMOVE SEWER PIPE (STORM)	\$19.13	372.00 LIN FT	\$7,116.36	486.00 LIN FT	\$9,297.18	486.00 LIN FT	\$9,297.18
15	REMOVE SEWER PIPE (SANITARY)	\$2.00	2,338.00 LIN FT	\$4,676.00	2,373.00 LIN FT	\$4,746.00	2,373.00 LIN FT	\$4,746.00
16	REMOVE CURB AND GUTTER	\$4.00	5,274.00 LIN FT	\$21,096.00	5,292.00 LIN FT	\$21,168.00	5,292.00 LIN FT	\$21,168.00
17	REMOVE SUMP PUMP CONNECTION BOX	\$50.00	10.00 EACH	\$500.00	8.00 EACH	\$400.00	8.00 EACH	\$400.00
18	REMOVE DRAINTILE CLEANOUT	\$50.00	2.00 EACH	\$100.00	2.00 EACH	\$100.00	2.00 EACH	\$100.00
19	REMOVE SANITARY SERVICE PIPE	\$1.00	1,322.00 LIN FT	\$1,322.00	1,308.00 LIN FT	\$1,308.00	1,308.00 LIN FT	\$1,308.00
20	REMOVE WATER SERVICE PIPE	\$1.00	1,481.00 LIN FT	\$1,481.00	1,422.00 LIN FT	\$1,422.00	1,422.00 LIN FT	\$1,422.00
21	REMOVE CONCRETE STAIRS	\$20.00	70.00 SQ FT	\$1,400.00	70.00 SQ FT	\$1,400.00	70.00 SQ FT	\$1,400.00
22	REMOVE BITUMINOUS PAVEMENT	\$2.25	13,694.00 SQ YD	\$30,811.50	13,694.00 SQ YD	\$30,811.50	13,694.00 SQ YD	\$30,811.50
23	REMOVE CONCRETE VALLEY GUTTER	\$2.00	172.00 SQ FT	\$344.00	172.00 SQ FT	\$344.00	172.00 SQ FT	\$344.00
24	REMOVE CONCRETE WALK	\$1.00	5,221.00 SQ FT	\$5,221.00	5,117.00 SQ FT	\$5,117.00	5,117.00 SQ FT	\$5,117.00
25	REMOVE CONCRETE DRIVEWAY PAVEMENT	\$1.00	12,888.00 SQ FT	\$12,888.00	10,623.00 SQ FT	\$10,623.00	10,623.00 SQ FT	\$10,623.00
26	SALVAGE & REINSTALL PAVERS	\$28.23	127.00 SQ FT	\$3,585.21	60.00 SQ FT	\$1,693.80	60.00 SQ FT	\$1,693.80
27	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	\$1.00	1,830.00 SQ FT	\$1,830.00	1,835.00 SQ FT	\$1,835.00	1,835.00 SQ FT	\$1,835.00
28	REMOVE AGGREGATE DRIVEWAY	\$1.00	465.00 SQ FT	\$465.00	465.00 SQ FT	\$465.00	465.00 SQ FT	\$465.00
29	GEOTEXTILE FABRIC TYPE V	\$1.80	15,185.00 SQ YD	\$27,333.00	14,785.00 SQ YD	\$26,613.00	14,785.00 SQ YD	\$26,613.00
30	SELECT GRANULAR BORROW	\$13.00	9,731.00 TON	\$126,503.00	9,731.00 TON	\$126,503.00	9,731.00 TON	\$126,503.00
31	EXCAVATION - COMMON (EV) (P)	\$18.35	10,671.00 CU YD	\$195,812.85	10,671.00 CU YD	\$195,812.85	10,671.00 CU YD	\$195,812.85
32	EXCAVATION - SUBGRADE (EV)	\$24.00	1,279.00 CU YD	\$30,696.00	106.00 CU YD	\$2,544.00	106.00 CU YD	\$2,544.00
33	STABILIZING AGGREGATE - 3 INCH MINUS CRUSHED	\$22.00	2,303.00 TON	\$50,666.00	136.20 TON	\$2,996.40	136.20 TON	\$2,996.40
34	EXPLORATORY EXCAVATION	\$500.00	20.00 HOUR	\$10,000.00	5.00 HOUR	\$2,500.00	5.00 HOUR	\$2,500.00
35	AGGREGATE BASE CLASS 5	\$39.05	5,274.00 CU YD	\$205,949.70	5,274.00 CU YD	\$205,949.70	5,274.00 CU YD	\$205,949.70
36	AGGREGATE SURFACING CLASS 5 (ALLEYS)	\$55.00	18.00 TON	\$990.00	0.00 TON	\$0.00	10.00 TON	\$550.00
37	TYPE SP 9.5 WEARING COURSE MIX (3,C)	\$80.70	2,553.00 TON	\$206,027.10	503.46 TON	\$40,629.22	1,307.00 TON	\$105,474.90
38	TYPE SP 12.5 NON WEAR COURSE MIX (3,B)	\$76.60	2,277.00 TON	\$174,418.20	2,179.00 TON	\$166,911.40	2,179.00 TON	\$166,911.40
38A	PERVIOUS CONCRETE PAVERS	\$302.73	189.00 SQ YD	\$57,215.97	182.00 SQ YD	\$55,096.86	182.00 SQ YD	\$55,096.86
39	CONSTRUCT MODULAR BLOCK WALL	\$44.50	210.00 SQ FT	\$9,345.00	0.00 SQ FT	\$0.00	0.00 SQ FT	\$0.00
40	6" PERF HDPE PIPE DRAIN	\$18.00	134.00 LIN FT	\$2,412.00	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
41	4" PERF PE PIPE DRAIN	\$12.45	4,229.00 LIN FT	\$52,651.05	4,962.00 LIN FT	\$61,776.90	4,962.00 LIN FT	\$61,776.90
42	6" PERF PVC PIPE DRAIN	\$25.00	6.00 LIN FT	\$150.00	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
43	CONNECT TO EXISTING DRAIN TILE	\$185.00	37.00 EACH	\$6,845.00	32.00 EACH	\$5,920.00	32.00 EACH	\$5,920.00
44	SUMP PUMP SERVICE CONNECTION	\$385.00	37.00 EACH	\$14,245.00	36.00 EACH	\$13,860.00	36.00 EACH	\$13,860.00
45	4" PVC PIPE DRAIN CLEANOUT	\$290.00	14.00 EACH	\$4,060.00	12.00 EACH	\$3,480.00	12.00 EACH	\$3,480.00
46	6" PVC PIPE DRAIN CLEANOUT	\$425.00	1.00 EACH	\$425.00	0.00 EACH	\$0.00	0.00 EACH	\$0.00
47	INFILTRATION MEDIA(70% SAND/30% COMPOST)	\$250.00	2.00 CU YD	\$500.00	0.00 CU YD	\$0.00	0.00 CU YD	\$0.00
48	15" RC PIPE SEWER DESIGN 3006 CLASS V	\$82.73	2,046.00 LIN FT	\$169,265.58	2,037.00 LIN FT	\$168,521.01	2,037.00 LIN FT	\$168,521.01
49	18" RC PIPE SEWER DESIGN 3006 CLASS V	\$103.82	68.00 LIN FT	\$7,059.76	140.00 LIN FT	\$14,534.80	140.00 LIN FT	\$14,534.80

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2022 INFRASTRUCTURE IMPROVEMENTS

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BMI PROJECT NO. 0C1.124351

WORK COMPLETED THROUGH MONDAY, OCTOBER 31, 2022

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
50	CONSTRUCT DRAINAGE STRUCTURE DESIGN 2'X3'	\$429.65	13.90 LIN FT	\$5,972.14	13.25 LIN FT	\$5,692.86	13.25 LIN FT	\$5,692.86
51	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4022	\$729.98	79.40 LIN FT	\$57,960.41	72.90 LIN FT	\$53,215.54	72.90 LIN FT	\$53,215.54
52	CONNECT TO EXISTING STORM SEWER	\$1,434.16	3.00 EACH	\$4,302.48	4.00 EACH	\$5,736.64	4.00 EACH	\$5,736.64
53	CONNECT TO EXISTING STORM STRUCTURE	\$1,913.04	5.00 EACH	\$9,565.20	6.00 EACH	\$11,478.24	6.00 EACH	\$11,478.24
54	BULKHEAD EXISTING STORM INVERT	\$286.98	1.00 EACH	\$286.98	1.00 EACH	\$286.98	1.00 EACH	\$286.98
55	CASTING ASSEMBLY (STORM)	\$875.00	21.00 EACH	\$18,375.00	21.00 EACH	\$18,375.00	21.00 EACH	\$18,375.00
56	TEMPORARY SANITARY SEWER BYPASS PUMPING	\$0.01	1.00 LUMP SUM	\$0.01	1.00 LUMP SUM	\$0.01	1.00 LUMP SUM	\$0.01
57	8" PVC PIPE SEWER	\$59.25	2,374.00 LIN FT	\$140,659.50	2,373.00 LIN FT	\$140,600.25	2,373.00 LIN FT	\$140,600.25
58	CONNECT TO EXISTING SANITARY SEWER	\$1,398.46	5.00 EACH	\$6,992.30	5.00 EACH	\$6,992.30	5.00 EACH	\$6,992.30
59	CONNECT TO EXISTING SANITARY SEWER SERVICE	\$206.55	37.00 EACH	\$7,642.35	38.00 EACH	\$7,848.90	38.00 EACH	\$7,848.90
60	8"X6" PVC WYE	\$499.40	37.00 EACH	\$18,477.80	38.00 EACH	\$18,977.20	38.00 EACH	\$18,977.20
61	6" PVC SANITARY SERVICE PIPE	\$39.77	1,322.00 LIN FT	\$52,575.94	1,304.00 LIN FT	\$51,860.08	1,304.00 LIN FT	\$51,860.08
62	CONSTRUCT SANITARY SEWER MANHOLE (48")	\$409.55	74.30 LIN FT	\$30,429.57	83.24 LIN FT	\$34,090.94	83.24 LIN FT	\$34,090.94
63	EXTERNAL CHIMNEY SEAL	\$290.00	7.00 EACH	\$2,030.00	0.00 EACH	\$0.00	0.00 EACH	\$0.00
64	ADD EXTERNAL CHIMNEY SEAL TO EXISTING MANHOLE	\$685.00	1.00 EACH	\$685.00	1.00 EACH	\$685.00	1.00 EACH	\$685.00
65	CASTING ASSEMBLY (SANITARY)	\$945.00	6.00 EACH	\$5,670.00	1.00 EACH	\$945.00	1.00 EACH	\$945.00
66	INSTALL CASTING	\$500.00	4.00 EACH	\$2,000.00	0.00 EACH	\$0.00	0.00 EACH	\$0.00
67	ADJUST FRAME & RING CASTING	\$500.00	3.00 EACH	\$1,500.00	1.00 EACH	\$500.00	1.00 EACH	\$500.00
68	TEMPORARY WATER SERVICE	\$36,666.67	1.00 LUMP SUM	\$36,666.67	1.00 LUMP SUM	\$36,666.67	1.00 LUMP SUM	\$36,666.67
69	CONNECT TO EXISTING WATER MAIN	\$2,237.01	9.00 EACH	\$20,133.09	9.00 EACH	\$20,133.09	9.00 EACH	\$20,133.09
70	CONNECT TO EXISTING WATER SERVICE	\$298.80	37.00 EACH	\$11,055.60	37.00 EACH	\$11,055.60	37.00 EACH	\$11,055.60
71	HYDRANT	\$5,802.51	6.00 EACH	\$34,815.06	6.00 EACH	\$34,815.06	6.00 EACH	\$34,815.06
72	1.0" CORPORATION STOP	\$382.37	37.00 EACH	\$14,147.69	36.00 EACH	\$13,765.32	36.00 EACH	\$13,765.32
73	6" GATE VALVE & BOX	\$2,364.85	6.00 EACH	\$14,189.10	6.00 EACH	\$14,189.10	6.00 EACH	\$14,189.10
74	8" GATE VALVE & BOX	\$3,130.21	12.00 EACH	\$37,562.52	12.00 EACH	\$37,562.52	12.00 EACH	\$37,562.52
75	1.0" CURB STOP & BOX	\$570.47	37.00 EACH	\$21,107.39	36.00 EACH	\$20,536.92	36.00 EACH	\$20,536.92
76	CASTING ASSEMBLY - CURB STOP	\$435.49	8.00 EACH	\$3,483.92	2.00 EACH	\$870.98	2.00 EACH	\$870.98
77	1.0" TYPE K COPPER PIPE	\$39.24	1,178.00 LIN FT	\$46,224.72	1,169.00 LIN FT	\$45,871.56	1,169.00 LIN FT	\$45,871.56
78	6" WATERMAIN DUCTILE IRON CL 52	\$80.43	129.00 LIN FT	\$10,375.47	125.00 LIN FT	\$10,053.75	125.00 LIN FT	\$10,053.75
79	8" PVC WATERMAIN	\$61.75	2,533.00 LIN FT	\$156,412.75	2,477.00 LIN FT	\$152,954.75	2,477.00 LIN FT	\$152,954.75
80	4" POLYSTYRENE INSULATION	\$41.44	20.00 SQ YD	\$828.80	24.90 SQ YD	\$1,031.86	24.90 SQ YD	\$1,031.86
81	DUCTILE IRON FITTINGS	\$14.70	2,142.00 POUND	\$31,487.40	1,320.00 POUND	\$19,404.00	1,320.00 POUND	\$19,404.00
82	TRACER WIRE ACCESS BOX	\$309.19	4.00 EACH	\$1,236.76	0.00 EACH	\$0.00	0.00 EACH	\$0.00
83	CATHODIC PROTECTION TEST STATION	\$391.97	1.00 EACH	\$391.97	0.00 EACH	\$0.00	0.00 EACH	\$0.00
84	3LB ANODE	\$93.45	10.00 EACH	\$934.50	10.00 EACH	\$934.50	10.00 EACH	\$934.50
85	9LB ANODE	\$205.94	7.00 EACH	\$1,441.58	7.00 EACH	\$1,441.58	7.00 EACH	\$1,441.58
86	17LB ANODE	\$357.35	1.00 EACH	\$357.35	1.00 EACH	\$357.35	1.00 EACH	\$357.35
87	EXPORT UNSUITABLE TRENCH EXC. MATERIAL (EV)	\$15.40	1,874.00 CU YD	\$28,859.60	0.00 CU YD	\$0.00	0.00 CU YD	\$0.00
88	GRANULAR BORROW FOR TRENCH BACKFILL (CV)	\$14.40	1,874.00 CU YD	\$26,985.60	0.00 CU YD	\$0.00	0.00 CU YD	\$0.00
89	4" CONCRETE WALK(W/6" AGG. BASE CL 5)	\$6.00	12,062.00 SQ FT	\$72,372.00	11,697.00 SQ FT	\$70,182.00	11,697.00 SQ FT	\$70,182.00
90	6" CONCRETE WALK(W/6" AGG. BASE CL 5)	\$13.50	752.00 SQ FT	\$10,152.00	1,124.00 SQ FT	\$15,174.00	1,124.00 SQ FT	\$15,174.00
91	CONCRETE CURB & GUTTER DESIGN B618	\$15.25	5,455.00 LIN FT	\$83,188.75	5,222.00 LIN FT	\$79,635.50	5,222.00 LIN FT	\$79,635.50
92	CONCRETE VALLEY GUTTER	\$9.25	250.00 SQ FT	\$2,312.50	0.00 SQ FT	\$0.00	0.00 SQ FT	\$0.00
93	6" CONCRETE DRIVEWAY PAVEMENT(W/6" AGG. BASE CL 5)	\$6.55	13,365.00 SQ FT	\$87,540.75	9,949.25 SQ FT	\$65,167.59	9,949.25 SQ FT	\$65,167.59
94	CONCRETE STAIRS	\$100.00	70.00 SQ FT	\$7,000.00	70.00 SQ FT	\$7,000.00	70.00 SQ FT	\$7,000.00
95	3" BIT DRIVEWAY PAVEMENT(W/6" AGG. BASE CL 5)	\$3.95	2,100.00 SQ FT	\$8,295.00	1,847.00 SQ FT	\$7,295.65	1,847.00 SQ FT	\$7,295.65
96	TRUNCATED DOMES	\$55.00	182.00 SQ FT	\$10,010.00	138.00 SQ FT	\$7,590.00	138.00 SQ FT	\$7,590.00
97	DECIDUOUS TREE 2.5" CAL B&B	\$737.00	37.00 TREE	\$27,269.00	0.00 TREE	\$0.00	0.00 TREE	\$0.00
98	STABILIZED CONSTRUCTION EXIT	\$1,600.00	1.00 LUMP SUM	\$1,600.00	1.00 LUMP SUM	\$1,600.00	1.00 LUMP SUM	\$1,600.00
99	EROSION CONTROL SUPERVISOR	\$2,500.00	1.00 LUMP SUM	\$2,500.00	0.85 LUMP SUM	\$2,125.00	1.00 LUMP SUM	\$2,500.00
100	STORM DRAIN INLET PROTECTION	\$100.00	29.00 EACH	\$2,900.00	25.00 EACH	\$2,500.00	25.00 EACH	\$2,500.00

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ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE	
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101	SILT FENCE, TYPE MS	\$1.70	682.00 LIN FT	\$1,159.40	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
102	SEDIMENT CONTROL LOG TYPE STRAW	\$2.30	300.00 LIN FT	\$690.00	1,058.00 LIN FT	\$2,433.40	1,058.00 LIN FT	\$2,433.40
103	COMMON TOPSOIL BORROW	\$31.00	1,433.00 CU YD	\$44,423.00	791.00 CU YD	\$24,521.00	830.00 CU YD	\$25,730.00
104	SODDING TYPE LAWN	\$9.00	6,205.00 SQ YD	\$55,845.00	6,120.00 SQ YD	\$55,080.00	6,120.00 SQ YD	\$55,080.00
105	4" DOUBLE SOLID LINE LATEX	\$0.70	2,114.00 LIN FT	\$1,479.80	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
106	CROSS WALK PAVEMENT MARKING	\$2.50	540.00 SQ FT	\$1,350.00	0.00 SQ FT	\$0.00	0.00 SQ FT	\$0.00
107	CLEARING & GRUBBING	\$350.00	1.00 EACH	\$350.00	2.00 EACH	\$700.00	2.00 EACH	\$700.00
108	REMOVE CURB AND GUTTER	\$12.00	903.00 LIN FT	\$10,836.00	60.00 LIN FT	\$720.00	421.00 LIN FT	\$5,052.00
109	REMOVE BIT PVMT (ADJACENT TO CURB REPLACEMENTS)	\$4.50	220.00 SQ YD	\$990.00	70.00 SQ YD	\$315.00	128.00 SQ YD	\$576.00
110	REMOVE RETAINING WALL	\$10.00	384.00 LIN FT	\$3,840.00	384.00 LIN FT	\$3,840.00	384.00 LIN FT	\$3,840.00
111	REMOVE DRAINTILE CLEANOUT	\$100.00	2.00 EACH	\$200.00	2.00 EACH	\$200.00	2.00 EACH	\$200.00
112	REMOVE FENCE	\$15.00	182.00 LIN FT	\$2,730.00	182.00 LIN FT	\$2,730.00	182.00 LIN FT	\$2,730.00
113	REMOVE DRAINAGE STRUCTURE	\$956.52	2.00 EACH	\$1,913.04	2.00 EACH	\$1,913.04	2.00 EACH	\$1,913.04
114	REMOVE BITUMINOUS TRAIL	\$0.66	12,830.00 SQ FT	\$8,467.80	12,830.00 SQ FT	\$8,467.80	12,830.00 SQ FT	\$8,467.80
115	REMOVE CONCRETE WALK	\$4.00	137.00 SQ FT	\$548.00	60.00 SQ FT	\$240.00	131.00 SQ FT	\$524.00
116	REMOVE CONCRETE DRIVEWAY APRON	\$4.00	105.00 SQ FT	\$420.00	0.00 SQ FT	\$0.00	0.00 SQ FT	\$0.00
117	REMOVE WATER MAIN	\$9.57	25.00 LIN FT	\$239.25	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
118	SALVAGE SIGN	\$50.00	8.00 EACH	\$400.00	0.00 EACH	\$0.00	0.00 EACH	\$0.00
119	SALVAGE & INSTALL FENCE	\$24.50	51.00 LIN FT	\$1,249.50	56.00 LIN FT	\$1,372.00	56.00 LIN FT	\$1,372.00
120	ADJUST FRAME & RING CASTING	\$500.00	7.00 EACH	\$3,500.00	0.00 EACH	\$0.00	5.00 EACH	\$2,500.00
121	ADJUST GATE VALVE BOX	\$395.00	9.00 EACH	\$3,555.00	0.00 EACH	\$0.00	4.00 EACH	\$1,580.00
122	10" GATE VALVE & BOX	\$4,692.07	1.00 EACH	\$4,692.07	0.00 EACH	\$0.00	0.00 EACH	\$0.00
123	10" PVC WATERMAIN	\$93.87	27.00 LIN FT	\$2,534.49	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
124	DUCTILE IRON FITTINGS	\$18.19	606.00 POUND	\$11,023.14	0.00 POUND	\$0.00	0.00 POUND	\$0.00
125	CONNECT TO EXISTING WATER MAIN	\$2,611.86	2.00 EACH	\$5,223.72	0.00 EACH	\$0.00	0.00 EACH	\$0.00
126	CONNECT TO EXISTING STORM SEWER	\$1,242.94	4.00 EACH	\$4,971.76	4.00 EACH	\$4,971.76	4.00 EACH	\$4,971.76
127	CONSTRUCT DRAINAGE STRUCTURE 48-4022	\$490.51	19.10 LIN FT	\$9,368.74	16.10 LIN FT	\$7,897.21	16.10 LIN FT	\$7,897.21
128	SAFL BAFFLE	\$6,631.75	2.00 EACH	\$13,263.50	2.00 EACH	\$13,263.50	2.00 EACH	\$13,263.50
129	SALVAGE & INSTALL CASTING (STORM)	\$500.00	1.00 EACH	\$500.00	0.00 EACH	\$0.00	1.00 EACH	\$500.00
130	ADD EXTERNAL CHMINEY SEAL TO EXISTING MANHOLE	\$845.00	4.00 EACH	\$3,380.00	0.00 EACH	\$0.00	0.00 EACH	\$0.00
131	CONSTRUCT PRECAST MODULAR BLOCK WALL	\$66.72	1,233.00 SQ FT	\$82,265.76	1,233.00 SQ FT	\$82,265.76	1,233.00 SQ FT	\$82,265.76
132	SPLIT RAIL FENCE	\$32.00	185.00 LIN FT	\$5,920.00	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
133	MILL BITUMINOUS PAVEMENT (2.0")	\$1.84	14,805.00 SQ YD	\$27,241.20	0.00 SQ YD	\$0.00	14,874.00 SQ YD	\$27,368.16
134	TYPE SP 9.5 WEARING COURSE MIX (3,C)	\$81.75	1,659.00 TON	\$135,623.25	0.00 TON	\$0.00	1,531.00 TON	\$125,159.25
135	BITUMINOUS TACK COAT	\$3.30	4,146.00 GAL	\$13,681.80	0.00 GAL	\$0.00	1,091.00 GAL	\$3,600.30
136	BIT PATCH (ADJACENT TO CURB RECONSTRUCTION)	\$44.00	220.00 SQ YD	\$9,680.00	0.00 SQ YD	\$0.00	118.00 SQ YD	\$5,192.00
137	3" BITUMINOUS TRAIL (W/6" AGG BASE CL 5)	\$2.87	23,744.00 SQ FT	\$68,145.28	23,744.00 SQ FT	\$68,145.28	23,744.00 SQ FT	\$68,145.28
138	CONCRETE CURB & GUTTER DESIGN B618	\$33.00	903.00 LIN FT	\$29,799.00	0.00 LIN FT	\$0.00	421.00 LIN FT	\$13,893.00
139	CONCRETE DRIVEWAY APRON	\$11.00	105.00 SQ FT	\$1,155.00	0.00 SQ FT	\$0.00	0.00 SQ FT	\$0.00
140	4" CONCRETE WALK(W/6" AGG. BASE CL 5)	\$10.00	166.00 SQ FT	\$1,660.00	0.00 SQ FT	\$0.00	660.00 SQ FT	\$6,600.00
141	6" CONCRETE WALK(W/6" AGG. BASE CL 5)	\$17.50	1,250.00 SQ FT	\$21,875.00	0.00 SQ FT	\$0.00	1,371.00 SQ FT	\$23,992.50
142	TRUNCATED DOMES	\$55.00	298.00 SQ FT	\$16,390.00	0.00 SQ FT	\$0.00	196.00 SQ FT	\$10,780.00
143	FLOATING SILT CURTAIN	\$30.00	58.00 LIN FT	\$1,740.00	42.00 LIN FT	\$1,260.00	42.00 LIN FT	\$1,260.00
144	STORM DRAIN INLET PROTECTION	\$100.00	28.00 EACH	\$2,800.00	5.00 EACH	\$500.00	5.00 EACH	\$500.00
145	SILT FENCE, TYPE MS	\$1.70	1,114.00 LIN FT	\$1,893.80	796.00 LIN FT	\$1,353.20	796.00 LIN FT	\$1,353.20
146	HYDROMULCH W/SEED MIX 25-151	\$1.50	2,588.00 SQ YD	\$3,882.00	0.00 SQ YD	\$0.00	1,621.00 SQ YD	\$2,431.50
147	COMMON TOPSOIL BORROW	\$37.00	470.00 CU YD	\$17,390.00	60.00 CU YD	\$2,220.00	259.00 CU YD	\$9,583.00
148	4" SOLID LINE LATEX	\$0.35	2,912.00 LIN FT	\$1,019.20	0.00 LIN FT	\$0.00	2,921.00 LIN FT	\$1,022.35
149	24" SOLID LINE LATEX	\$4.00	330.00 LIN FT	\$1,320.00	0.00 LIN FT	\$0.00	252.00 LIN FT	\$1,008.00
150	4" DOUBLE SOLID LINE LATEX	\$0.70	3,181.00 LIN FT	\$2,226.70	0.00 LIN FT	\$0.00	3,089.00 LIN FT	\$2,162.30
151	PAVEMENT MESSAGE LATEX	\$55.00	22.00 EACH	\$1,210.00	0.00 EACH	\$0.00	19.00 EACH	\$1,045.00

Pay Request No.:

2022 INFRASTRUCTURE IMPROVEMENTS

6



Real People. Real Solutions.

CITY OF WACONIA

BMI PROJECT NO. 0C1.124351

WORK COMPLETED THROUGH MONDAY, OCTOBER 31, 2022

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
152	CROSS WALK PAVEMENT MARKING	\$2.50	936.00 SQ FT	\$2,340.00	0.00 SQ FT	\$0.00	756.00 SQ FT	\$1,890.00
153	REMOVE CURB AND GUTTER	\$6.25	1,670.00 LIN FT	\$10,437.50	1,646.00 LIN FT	\$10,287.50	1,646.00 LIN FT	\$10,287.50
154	REMOVE CONCRETE DRIVEWAY PAVEMENT	\$1.20	2,327.00 SQ FT	\$2,792.40	1,756.00 SQ FT	\$2,107.20	1,756.00 SQ FT	\$2,107.20
155	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	\$1.20	1,934.00 SQ FT	\$2,320.80	1,075.00 SQ FT	\$1,290.00	1,075.00 SQ FT	\$1,290.00
156	REMOVE AGGREGATE DRIVEWAY	\$1.20	122.00 SQ FT	\$146.40	122.00 SQ FT	\$146.40	122.00 SQ FT	\$146.40
157	SALVAGE & INSTALL RETAINING WALL	\$99.55	15.00 LIN FT	\$1,493.25	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
158	ADJUST FRAME & RING CASTING(STORM)	\$880.00	2.00 EACH	\$1,760.00	2.00 EACH	\$1,760.00	2.00 EACH	\$1,760.00
159	ADJUST FRAME & RING CASTING(SANITARY)	\$1,155.00	6.00 EACH	\$6,930.00	0.00 EACH	\$0.00	6.00 EACH	\$6,930.00
160	ADD EXTERNAL CHIMNEY SEAL TO EXISTING MANHOLE	\$925.00	6.00 EACH	\$5,550.00	0.00 EACH	\$0.00	6.00 EACH	\$5,550.00
161	CONSTRUCT DRAINAGE STRUCTURE DESIGN 2'X3'	\$426.83	6.90 LIN FT	\$2,945.13	5.52 LIN FT	\$2,356.10	5.52 LIN FT	\$2,356.10
162	CASTING ASSEMBLY	\$239.13	2.00 EACH	\$478.26	2.00 EACH	\$478.26	2.00 EACH	\$478.26
163	CONNECT TO EXISTING STORM STRUCTURE	\$1,913.04	1.00 EACH	\$1,913.04	1.00 EACH	\$1,913.04	1.00 EACH	\$1,913.04
164	15" RC PIPE SEWER DESIGN 3006 CLASS V	\$86.73	212.00 LIN FT	\$18,386.76	212.00 LIN FT	\$18,386.76	212.00 LIN FT	\$18,386.76
165	CONCRETE CURB & GUTTER DESIGN SURMOUNTABLE	\$16.25	1,670.00 LIN FT	\$27,137.50	1,646.00 LIN FT	\$26,747.50	1,646.00 LIN FT	\$26,747.50
166	EXCAVATION - COMMOM (P)	\$32.00	331.00 CU YD	\$10,592.00	331.00 CU YD	\$10,592.00	331.00 CU YD	\$10,592.00
167	TYPE SP 9.5 WEARING COURSE MIX (3,C)	\$89.00	263.00 TON	\$23,407.00	0.00 TON	\$0.00	260.00 TON	\$23,140.00
168	TYPE SP 12.5 NON WEAR COURSE MIX (3,B)	\$79.00	525.00 TON	\$41,475.00	506.50 TON	\$40,013.50	506.50 TON	\$40,013.50
169	6" CONCRETE DRIVEWAY PVMT(W/6" AGG. BASE CL 5)	\$8.00	2,313.00 SQ FT	\$18,504.00	1,908.00 SQ FT	\$15,264.00	1,908.00 SQ FT	\$15,264.00
170	3" BIT DRIVEWAY PAVEMENT(W/6" AGG. BASE CL 5)	\$3.95	1,812.00 SQ FT	\$7,157.40	1,099.50 SQ FT	\$4,343.03	1,099.50 SQ FT	\$4,343.03
171	AGGREGATE SURFACING CLASS 5	\$60.00	8.00 TON	\$480.00	7.00 TON	\$420.00	7.00 TON	\$420.00
172	BIOLOG	\$2.30	50.00 LIN FT	\$115.00	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
173	STORM DRAIN INLET PROTECTION	\$100.00	9.00 EACH	\$900.00	9.00 EACH	\$900.00	9.00 EACH	\$900.00
174	COMMON TOPSOIL BORROW	\$31.00	206.00 CU YD	\$6,386.00	219.00 CU YD	\$6,789.00	219.00 CU YD	\$6,789.00
175	SODDING TYPE LAWN	\$9.00	1,211.00 SQ YD	\$10,899.00	730.00 SQ YD	\$6,570.00	730.00 SQ YD	\$6,570.00
176	LANDSCAPING	\$5,000.00	1.00 ALLOWANCE	\$5,000.00	0.73 ALLOWANCE	\$3,633.74	1.139 ALLOWANCE	\$5,695.74
177	IRRIGATION & DOG FENCE REPAIR	\$3,000.00	1.00 ALLOWANCE	\$3,000.00	1.10 ALLOWANCE	\$3,312.00	1.104000 ALLOWANCE	\$3,312.00
EW1	SANITARY SEWER MANHOLE CONNECTION	\$406.55	1.00 LUMP SUM		1.00 LUMP SUM	\$406.55	1.00 LUMP SUM	\$406.55
EW2	OAK AVE EAST WALL BACKFILL	\$2,294.00	1.00 LUMP SUM		1.00 LUMP SUM	\$2,294.00	1.00 LUMP SUM	\$2,294.00
EW3	OAK AVE PAVING LEVELING COURSE	\$16,129.50	1.00 LUMP SUM		0.00 LUMP SUM	\$0.00	1.00 LUMP SUM	\$16,129.50
							0	0
TOTAL AMOUNT:			\$3,671,783.83		\$2,814,984.06		\$3,187,303.47	



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		November 7, 2022					
Item Name:		Contractor Pay Request #6 - Waconia East Frontage Road Improvements					
Originating Department:		Finance					
Presented by:		Amanda Ortloff					
Previous Council Action (if any):							
Item Type (X only one):		Consent	☒ X	Regular Session		Discussion Session	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Approve Pay Estimate No. 6 to GMH Asphalt, Inc. for the Waconia East Frontage Road Improvements							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Staff has reviewed the contractor pay request for the Waconia East Frontage Road Improvements and recommends payment of \$152,798.75 based on the engineering request for payment. This payment represents approximately 85% of the total approved contract for the project.							
<u>Attachments:</u>							
1. 2022-11-02 EFR Payment #6.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses: PIR Capital, Water, Sewer, Storm Water							
Budget Information: ☒ X Budgeted ☐ Non Budgeted ☐ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			



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2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

Ph: (952) 448-8838
Fax: (952) 448-8805
Bolton-Menk.com

November 2, 2022

City of Waconia
Attn: Amanda Ortloff
201 South Vine St.
Waconia, MN 55387

**RE: Waconia East Frontage Road Improvements
Pay Request No. 6**

Dear Ms. Ortloff:

Enclosed please find Pay Request No. 6 for work completed from 9/1/2022 through 10/21/2022 on the above referenced project. The work completed includes payment for removals, pavement fabric, aggregate, paving, fencing, storm sewer, curb and gutter, pond work, restoration, and other miscellaneous items.

We have reviewed the estimate, verified the quantities, and recommend the City make payment in the amount of **\$152,798.75** to GMH Asphalt, Inc. Below is a total for the project as well as the estimated percent of work completed for each funding type.

Funding Group	Total Payment	Street	Storm	Sewer	Watermain	Sidewalk
EFR-LPP	\$74,045.02	81%	19%			
EFR-CITY	\$78,753.73	100%	0%	0%	0%	0%
Total:	\$152,798.75					

Please contact me if you have any questions regarding this pay request.

Respectfully Submitted,
Bolton & Menk, Inc.

Jake Saulsbury, P.E.

cc: Craig Eldred, City of Waconia
Ryan Johnson, Bolton & Menk

Enclosure

CONTRACTOR'S PAY REQUEST

EAST FRONTAGE ROAD

**BOLTON
& MENK**

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DISTRIBUTION:

CONTRACTOR (1)

OWNER (1)

ENGINEER (1)

CITY OF WACONIA -

BMI PROJECT NO. C14.114915

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	\$1,967,928.02
TOTAL, COMPLETED WORK TO DATE	\$1,776,683.66
TOTAL, STORED MATERIALS TO DATE	\$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS	\$1,776,683.66
RETAINED PERCENTAGE (5.0%)	\$88,834.18
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$1,687,849.48
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$1,535,050.73
PAY CONTRACTOR AS ESTIMATE NO. 6	\$152,798.75

CERTIFICATE FOR PARTIAL PAYMENT

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the contract amount for the period covered by this Estimate.

Contractor:

GMH Asphalt Corp
9180 Laketown Road
Chaska, MN 55318

By Erica Johnson Erica Johnson, Controller
Name Title

Date 11.2.22

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:

ENGINEER: BOLTON & MENK, INC., 2638 SHADOW LANE, STE 200, CHASKA, MN 55318

By Ryan R Johnson, CONSULTING ENGINEER

Date 11/1/2022

APPROVED FOR PAYMENT:

OWNER:

By _____
Name Title Date

And _____
Name Title Date

Pay Request No.:

EAST FRONTAGE ROAD

6



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CITY OF WACONIA

BMI PROJECT NO. C14.114915

WORK COMPLETED THROUGH FRIDAY, OCTOBER 21, 2022

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
1	AS BUILT	\$3,600.00	1.00 LUMP SUM	\$3,600.00	0.00 LUMP SUM	\$0.00	0.00 LUMP SUM	\$0.00
2	MOBILIZATION	\$123,000.00	1.00 LUMP SUM	\$123,000.00	1.00 LUMP SUM	\$123,000.00	1.00 LUMP SUM	\$123,000.00
3	CLEARING	\$303.00	21.00 TREE	\$6,363.00	1.00 TREE	\$303.00	1.00 TREE	\$303.00
4	GRUBBING	\$105.00	21.00 TREE	\$2,205.00	14.00 TREE	\$1,470.00	14.00 TREE	\$1,470.00
5	PAVEMENT MARKING REMOVAL	\$1.58	1,081.00 LIN FT	\$1,707.98	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
6	BUILDING REMOVAL	\$3,973.00	1.00 LUMP SUM	\$3,973.00	1.00 LUMP SUM	\$3,973.00	1.00 LUMP SUM	\$3,973.00
7	REMOVE PIPE APRON	\$369.00	1.00 EACH	\$369.00	0.00 EACH	\$0.00	0.00 EACH	\$0.00
8	REMOVE BOLLARDS	\$59.55	8.00 EACH	\$476.40	8.00 EACH	\$476.40	8.00 EACH	\$476.40
9	REMOVE CASTING	\$457.00	4.00 EACH	\$1,828.00	4.00 EACH	\$1,828.00	4.00 EACH	\$1,828.00
10	REMOVE GATE VALVE & BOX	\$474.00	9.00 EACH	\$4,266.00	4.00 EACH	\$1,896.00	4.00 EACH	\$1,896.00
11	REMOVE HYDRANT	\$790.00	4.00 EACH	\$3,160.00	2.00 EACH	\$1,580.00	2.00 EACH	\$1,580.00
12	REMOVE DRAINAGE STRUCTURE	\$421.00	6.00 EACH	\$2,526.00	2.00 EACH	\$842.00	2.00 EACH	\$842.00
13	REMOVE SIGN TYPE C	\$36.85	4.00 EACH	\$147.40	0.00 EACH	\$0.00	0.00 EACH	\$0.00
14	SALVAGE CASTING	\$457.00	3.00 EACH	\$1,371.00	3.00 EACH	\$1,371.00	3.00 EACH	\$1,371.00
15	SALVAGE SIGN TYPE C	\$36.85	7.00 EACH	\$257.95	7.00 EACH	\$257.95	7.00 EACH	\$257.95
16	SALVAGE SIGN TYPE SPECIAL	\$79.00	7.00 EACH	\$553.00	0.00 EACH	\$0.00	0.00 EACH	\$0.00
17	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	\$2.40	727.00 LIN FT	\$1,744.80	580.00 LIN FT	\$1,392.00	953.00 LIN FT	\$2,287.20
18	REMOVE WATER MAIN	\$34.25	1,064.00 LIN FT	\$36,442.00	853.00 LIN FT	\$29,215.25	853.00 LIN FT	\$29,215.25
19	REMOVE SEWER PIPE (STORM)	\$31.60	484.00 LIN FT	\$15,294.40	564.00 LIN FT	\$17,822.40	564.00 LIN FT	\$17,822.40
20	REMOVE SEWER PIPE (SANITARY)	\$26.35	622.00 LIN FT	\$16,389.70	742.00 LIN FT	\$19,551.70	742.00 LIN FT	\$19,551.70
21	REMOVE CURB AND GUTTER	\$4.00	943.00 LIN FT	\$3,772.00	857.00 LIN FT	\$3,428.00	882.00 LIN FT	\$3,528.00
22	REMOVE RETAINING WALL	\$19.45	132.00 LIN FT	\$2,567.40	93.60 LIN FT	\$1,820.52	93.60 LIN FT	\$1,820.52
23	REMOVE FENCE	\$3.05	460.00 LIN FT	\$1,403.00	547.00 LIN FT	\$1,668.35	547.00 LIN FT	\$1,668.35
24	REMOVE SANITARY SERVICE PIPE	\$15.80	140.00 LIN FT	\$2,212.00	54.00 LIN FT	\$853.20	54.00 LIN FT	\$853.20
25	REMOVE WATER SERVICE PIPE	\$15.80	87.00 LIN FT	\$1,374.60	54.50 LIN FT	\$861.10	54.50 LIN FT	\$861.10
26	REMOVE BITUMINOUS PAVEMENT	\$3.50	6,202.00 SQ YD	\$21,707.00	5,778.00 SQ YD	\$20,223.00	6,202.00 SQ YD	\$21,707.00
27	REMOVE CONCRETE WALK	\$1.50	976.00 SQ FT	\$1,464.00	1,145.00 SQ FT	\$1,717.50	1,145.00 SQ FT	\$1,717.50
28	REMOVE CONCRETE DRIVEWAY PAVEMENT	\$2.75	318.00 SQ FT	\$874.50	231.00 SQ FT	\$635.25	300.00 SQ FT	\$825.00
29	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	\$0.75	5,478.00 SQ FT	\$4,108.50	5,478.00 SQ FT	\$4,108.50	5,478.00 SQ FT	\$4,108.50
30	ABANDON PIPE SEWER	\$14.20	90.00 LIN FT	\$1,278.00	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
31	GEOTEXTILE FABRIC TYPE 5	\$1.00	9,610.00 SQ YD	\$9,610.00	4,647.00 SQ YD	\$4,647.00	6,770.00 SQ YD	\$6,770.00
32	STOCKPILE CONTAMINATED SOIL	\$14.50	200.00 CU YD	\$2,900.00	180.00 CU YD	\$2,610.00	180.00 CU YD	\$2,610.00
33	HAUL & DISPOSE OF CONTAMINATED MATERIAL	\$75.00	200.00 CU YD	\$15,000.00	180.00 CU YD	\$13,500.00	180.00 CU YD	\$13,500.00
34	SELECT GRANULAR BORROW	\$6.90	3,267.00 TON	\$22,542.30	2,025.96 TON	\$13,979.12	2,025.96 TON	\$13,979.12
35	EXCAVATION - COMMON (P)	\$29.05	5,471.00 CU YD	\$158,932.55	5,471.00 CU YD	\$158,932.55	5,471.00 CU YD	\$158,932.55
36	EXCAVATION - MUCK	\$31.35	335.00 CU YD	\$10,502.25	496.00 CU YD	\$15,549.60	496.00 CU YD	\$15,549.60
37	EXCAVATION - SUBGRADE	\$32.90	330.00 CU YD	\$10,857.00	1,143.26 CU YD	\$37,613.25	1,143.26 CU YD	\$37,613.25
38	COMMON EMBANKMENT (CV) (P)	\$7.25	2,573.00 CU YD	\$18,654.25	2,573.00 CU YD	\$18,654.25	2,573.00 CU YD	\$18,654.25
39	STABILIZING AGGREGATE (CV)	\$42.50	660.00 CU YD	\$28,050.00	1,259.96 CU YD	\$53,548.30	1,303.54 CU YD	\$55,400.45
40	CRAWLER MOUNTED BACKHOE	\$285.00	8.00 HOUR	\$2,280.00	0.00 HOUR	\$0.00	0.00 HOUR	\$0.00
41	AGGREGATE BASE CLASS 5	\$17.00	6,734.00 TON	\$114,478.00	5,030.93 TON	\$85,525.81	5,330.07 TON	\$90,611.19
42	MILL BITUMINOUS SURFACE (2.0")	\$12.60	508.00 SQ YD	\$6,400.80	0.00 SQ YD	\$0.00	0.00 SQ YD	\$0.00
43	TYPE SP 9.5 WEARING COURSE MIX (3,C)	\$87.90	1,525.00 TON	\$134,047.50	556.28 TON	\$48,897.01	1,192.59 TON	\$104,828.66
44	TYPE SP 12.5 NON WEAR COURSE MIX (3,B)	\$72.65	1,728.00 TON	\$125,539.20	1,457.40 TON	\$105,880.11	1,540.43 TON	\$111,912.24
45	PIPE RAILING	\$173.00	50.00 LIN FT	\$8,650.00	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
46	PREFABRICATED MODULAR BLOCK WALL	\$60.85	4,081.00 SQ FT	\$248,328.85	3,163.25 SQ FT	\$192,483.76	3,163.25 SQ FT	\$192,483.76
47	CONCRETE RETAINING WALL	\$126.00	91.00 SQ FT	\$11,466.00	275.00 SQ FT	\$34,650.00	275.00 SQ FT	\$34,650.00
48	SPECIAL SURFACE FINISH	\$3.95	2,475.00 SQ FT	\$9,776.25	2,475.00 SQ FT	\$9,776.25	2,475.00 SQ FT	\$9,776.25
49	15" RC PIPE APRON	\$869.00	1.00 EACH	\$869.00	0.00 EACH	\$0.00	0.00 EACH	\$0.00
50	24" RC PIPE APRON	\$1,095.00	1.00 EACH	\$1,095.00	1.00 EACH	\$1,095.00	1.00 EACH	\$1,095.00

Pay Request No.:

EAST FRONTAGE ROAD

6



Real People. Real Solutions.

CITY OF WACONIA

BMI PROJECT NO. C14.114915

WORK COMPLETED THROUGH FRIDAY, OCTOBER 21, 2022

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
51	44" SPAN RC PIPE-ARCH APRON	\$4,791.00	1.00 EACH	\$4,791.00	1.00 EACH	\$4,791.00	1.00 EACH	\$4,791.00
52	6" PVC PIPE DRAIN	\$32.80	7.00 LIN FT	\$229.60	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
53	4" PERF PE PIPE DRAIN	\$13.20	1,396.00 LIN FT	\$18,427.20	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
54	6" PERF PE PIPE DRAIN	\$19.40	349.00 LIN FT	\$6,770.60	70.00 LIN FT	\$1,358.00	310.00 LIN FT	\$6,014.00
55	CONNECT TO EXISTING PIPE DRAIN	\$83.55	3.00 EACH	\$250.65	12.00 EACH	\$1,002.60	12.00 EACH	\$1,002.60
56	4" PVC PIPE DRAIN CLEANOUT	\$212.00	6.00 EACH	\$1,272.00	1.00 EACH	\$212.00	1.00 EACH	\$212.00
57	6" PVC PIPE DRAIN CLEANOUT	\$268.00	3.00 EACH	\$804.00	8.00 EACH	\$2,144.00	11.00 EACH	\$2,948.00
58	44" SPAN RC PIPE-ARCH SEWER CL IVA	\$299.00	8.00 LIN FT	\$2,392.00	8.00 LIN FT	\$2,392.00	8.00 LIN FT	\$2,392.00
59	15" RC PIPE SEWER DESIGN 3006 CLASS V	\$61.35	886.00 LIN FT	\$54,356.10	685.50 LIN FT	\$42,055.43	705.50 LIN FT	\$43,282.43
60	24" RC PIPE SEWER DESIGN 3006 CLASS III	\$77.90	804.00 LIN FT	\$62,631.60	804.00 LIN FT	\$62,631.60	804.00 LIN FT	\$62,631.60
61	8" PVC PIPE SEWER	\$44.25	578.00 LIN FT	\$25,576.50	582.00 LIN FT	\$25,753.50	582.00 LIN FT	\$25,753.50
62	CONNECT TO EXISTING SANITARY SEWER	\$4,212.00	2.00 EACH	\$8,424.00	2.00 EACH	\$8,424.00	2.00 EACH	\$8,424.00
63	CONNECT TO EXISTING SANITARY SEWER SERVICE	\$476.00	4.00 EACH	\$1,904.00	2.00 EACH	\$952.00	2.00 EACH	\$952.00
64	8"x6" PVC WYE	\$766.00	4.00 EACH	\$3,064.00	2.00 EACH	\$1,532.00	2.00 EACH	\$1,532.00
65	6" PVC SANITARY SERVICE PIPE	\$41.05	166.00 LIN FT	\$6,814.30	61.50 LIN FT	\$2,524.58	61.50 LIN FT	\$2,524.58
66	TEMPORARY WATER SERVICE	\$7,898.00	1.00 LUMP SUM	\$7,898.00	1.00 LUMP SUM	\$7,898.00	1.00 LUMP SUM	\$7,898.00
67	CONNECT TO EXISTING WATER MAIN	\$839.00	3.00 EACH	\$2,517.00	3.00 EACH	\$2,517.00	3.00 EACH	\$2,517.00
68	CONNECT TO EXISTING WATER SERVICE	\$563.00	3.00 EACH	\$1,689.00	3.00 EACH	\$1,689.00	3.00 EACH	\$1,689.00
69	HYDRANT	\$5,825.00	3.00 EACH	\$17,475.00	2.00 EACH	\$11,650.00	2.00 EACH	\$11,650.00
70	ABANDON WATER SERVICE	\$790.00	1.00 EACH	\$790.00	0.00 EACH	\$0.00	0.00 EACH	\$0.00
71	1.5" CORPORATION STOP	\$702.00	3.00 EACH	\$2,106.00	2.00 EACH	\$1,404.00	2.00 EACH	\$1,404.00
72	6" GATE VALVE & BOX	\$2,195.00	9.00 EACH	\$19,755.00	2.00 EACH	\$4,390.00	2.00 EACH	\$4,390.00
73	8" GATE VALVE & BOX	\$2,598.00	4.00 EACH	\$10,392.00	4.00 EACH	\$10,392.00	4.00 EACH	\$10,392.00
74	1.5" CURB STOP & BOX	\$934.00	3.00 EACH	\$2,802.00	3.00 EACH	\$2,802.00	3.00 EACH	\$2,802.00
75	1.5" TYPE K COPPER PIPE	\$47.65	114.00 LIN FT	\$5,432.10	133.38 LIN FT	\$6,355.56	133.38 LIN FT	\$6,355.56
76	6" WATERMAIN DUCTILE IRON CL 52	\$57.70	167.00 LIN FT	\$9,635.90	57.00 LIN FT	\$3,288.90	57.00 LIN FT	\$3,288.90
77	6" PVC WATERMAIN	\$46.15	114.00 LIN FT	\$5,261.10	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
78	8" PVC WATERMAIN	\$54.50	810.00 LIN FT	\$44,145.00	739.33 LIN FT	\$40,293.49	739.33 LIN FT	\$40,293.49
79	4" POLYSTYRENE INSULATION	\$47.40	50.00 SQ YD	\$2,370.00	3.56 SQ YD	\$168.74	3.56 SQ YD	\$168.74
80	DUCTILE IRON FITTINGS	\$12.10	863.00 POUND	\$10,442.30	1,110.00 POUND	\$13,431.00	1,110.00 POUND	\$13,431.00
81	CASTING ASSEMBLY	\$826.00	28.00 EACH	\$23,128.00	28.00 EACH	\$23,128.00	28.00 EACH	\$23,128.00
82	INSTALL CASTING	\$1,335.00	3.00 EACH	\$4,005.00	3.00 EACH	\$4,005.00	3.00 EACH	\$4,005.00
83	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	\$396.00	14.50 LIN FT	\$5,742.00	4.21 LIN FT	\$1,667.16	4.21 LIN FT	\$1,667.16
84	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	\$337.00	107.60 LIN FT	\$36,261.20	56.55 LIN FT	\$19,057.35	60.55 LIN FT	\$20,405.35
85	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	\$1,612.00	7.20 LIN FT	\$11,606.40	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
86	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL	\$396.00	23.20 LIN FT	\$9,187.20	23.10 LIN FT	\$9,147.60	23.10 LIN FT	\$9,147.60
87	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 1	\$398.00	6.30 LIN FT	\$2,507.40	8.40 LIN FT	\$3,343.20	8.40 LIN FT	\$3,343.20
88	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 3	\$896.00	12.40 LIN FT	\$11,110.40	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
89	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 4	\$1,298.00	8.40 LIN FT	\$10,903.20	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
90	ADJUST FRAME & RING CASTING	\$921.00	1.00 EACH	\$921.00	1.00 EACH	\$921.00	1.00 EACH	\$921.00
91	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 2	\$158.00	3.00 EACH	\$474.00	0.00 EACH	\$0.00	0.00 EACH	\$0.00
92	CONNECT INTO EXISTING STORM SEWER	\$4,212.00	3.00 EACH	\$12,636.00	2.00 EACH	\$8,424.00	2.00 EACH	\$8,424.00
93	RANDOM RIPRAP CLASS III	\$132.00	10.50 CU YD	\$1,386.00	0.00 CU YD	\$0.00	0.00 CU YD	\$0.00
94	GRANULAR FILTER	\$331.00	9.30 CU YD	\$3,078.30	0.00 CU YD	\$0.00	9.30 CU YD	\$3,078.30
95	GRANULAR BEDDING SPECIAL	\$36.60	248.00 CU YD	\$9,076.80	0.00 CU YD	\$0.00	248.00 CU YD	\$9,076.80
96	4" CONCRETE WALK	\$5.70	8,915.00 SQ FT	\$50,815.50	8,520.26 SQ FT	\$48,565.48	8,520.26 SQ FT	\$48,565.48
97	6" CONCRETE WALK	\$19.35	403.00 SQ FT	\$7,798.05	478.60 SQ FT	\$9,260.91	478.60 SQ FT	\$9,260.91
98	CONCRETE CURB & GUTTER DESIGN B612	\$19.15	772.00 LIN FT	\$14,783.80	829.00 LIN FT	\$15,875.35	829.00 LIN FT	\$15,875.35
99	CONCRETE CURB & GUTTER DESIGN B618	\$18.40	1,721.00 LIN FT	\$31,666.40	1,771.00 LIN FT	\$32,586.40	1,771.00 LIN FT	\$32,586.40
100	CONCRETE CURB & GUTTER DESIGN B624	\$19.10	324.00 LIN FT	\$6,188.40	0.00 LIN FT	\$0.00	325.00 LIN FT	\$6,207.50
101	6" CONCRETE DRIVEWAY PAVEMENT	\$61.95	376.00 SQ YD	\$23,293.20	412.75 SQ YD	\$25,569.86	412.75 SQ YD	\$25,569.86

Pay Request No.:

EAST FRONTAGE ROAD

6



Real People. Real Solutions.

CITY OF WACONIA

BMI PROJECT NO. C14.114915

WORK COMPLETED THROUGH FRIDAY, OCTOBER 21, 2022

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
102	TRUNCATED DOMES	\$39.80	100.00	SQ FT \$3,980.00	67.20	SQ FT \$2,674.56	67.20	SQ FT \$2,674.56
103	VEHICULAR GATE-DOUBLE	\$9,551.00	1.00	EACH \$9,551.00	0.00	EACH \$0.00	0.00	EACH \$0.00
104	VEHICULAR GATE-SPECIAL	\$7,882.00	1.00	EACH \$7,882.00	0.00	EACH \$0.00	0.00	EACH \$0.00
105	FENCE DESIGN SPECIAL 1	\$141.00	394.00	LIN FT \$55,554.00	0.00	LIN FT \$0.00	0.00	LIN FT \$0.00
106	FENCE DESIGN SPECIAL 2	\$41.60	377.00	LIN FT \$15,683.20	0.00	LIN FT \$0.00	0.00	LIN FT \$0.00
107	TRAFFIC CONTROL SUPERVISOR	\$919.00	1.00	LUMP SUM \$919.00	1.00	LUMP SUM \$919.00	1.00	LUMP SUM \$919.00
108	TRAFFIC CONTROL	\$7,845.00	1.00	LUMP SUM \$7,845.00	0.75	LUMP SUM \$5,883.75	1.00	LUMP SUM \$7,845.00
109	INSTALL SIGN TYPE C	\$36.85	7.00	EACH \$257.95	0.00	EACH \$0.00	0.00	EACH \$0.00
110	SIGN PANELS TYPE C	\$36.85	35.00	SQ FT \$1,289.75	0.00	SQ FT \$0.00	0.00	SQ FT \$0.00
111	INSTALL SIGN TYPE SPECIAL	\$79.00	7.00	EACH \$553.00	0.00	EACH \$0.00	0.00	EACH \$0.00
112	DECIDUOUS TREE 2.5" CAL B&B	\$790.00	1.00	TREE \$790.00	0.00	TREE \$0.00	0.00	TREE \$0.00
113	STABILIZED CONSTRUCTION EXIT	\$2,237.00	1.00	LUMP SUM \$2,237.00	0.00	LUMP SUM \$0.00	0.00	LUMP SUM \$0.00
114	EROSION CONTROL SUPERVISOR	\$919.00	1.00	LUMP SUM \$919.00	1.00	LUMP SUM \$919.00	1.00	LUMP SUM \$919.00
115	STORM DRAIN INLET PROTECTION	\$132.00	21.00	EACH \$2,772.00	21.00	EACH \$2,772.00	21.00	EACH \$2,772.00
116	SILT FENCE, TYPE MS	\$2.21	552.00	LIN FT \$1,219.92	0.00	LIN FT \$0.00	0.00	LIN FT \$0.00
117	SEDIMENT CONTROL LOG TYPE STRAW	\$2.84	400.00	LIN FT \$1,136.00	120.00	LIN FT \$340.80	120.00	LIN FT \$340.80
118	SUBSOILING	\$316.00	0.90	ACRE \$284.40	0.00	ACRE \$0.00	0.32	ACRE \$101.12
119	SOIL BED PREPARATION	\$421.00	0.90	ACRE \$378.90	0.00	ACRE \$0.00	0.32	ACRE \$134.72
120	COMMON TOPSOIL BORROW	\$0.01	630.00	CU YD \$6.30	187.00	CU YD \$1.87	187.00	CU YD \$1.87
121	FERTILIZER TYPE 3	\$0.74	180.00	POUND \$133.20	0.00	POUND \$0.00	100.00	POUND \$74.00
122	SEEDING	\$632.00	0.90	ACRE \$568.80	0.00	ACRE \$0.00	0.45	ACRE \$284.40
123	SEED MIXTURE 25-141	\$4.10	51.00	POUND \$209.10	0.00	POUND \$0.00	170.65	POUND \$699.67
124	SEED MIXTURE 33-261	\$21.75	3.00	POUND \$65.25	0.00	POUND \$0.00	6.00	POUND \$130.50
125	ROLLED EROSION PREVENTION CATEGORY 20	\$1.37	3,771.00	SQ YD \$5,166.27	0.00	SQ YD \$0.00	3,071.00	SQ YD \$4,207.27
126	REMOVABLE PREFORMED PLASTIC MASK (BLACK)	\$2.37	574.00	LIN FT \$1,360.38	0.00	LIN FT \$0.00	0.00	LIN FT \$0.00
127	4" SOLID LINE PAINT	\$1.52	1,081.00	LIN FT \$1,643.12	0.00	LIN FT \$0.00	0.00	LIN FT \$0.00
128	4" SOLID LINE MULTI-COMPONENT	\$0.55	2,562.00	LIN FT \$1,409.10	0.00	LIN FT \$0.00	0.00	LIN FT \$0.00
129	24" SOLID LINE MULTI-COMPONENT	\$9.40	152.00	LIN FT \$1,428.80	0.00	LIN FT \$0.00	0.00	LIN FT \$0.00
130	4" DOUBLE SOLID LINE MULTI-COMPONENT (WR)	\$1.10	1,140.00	LIN FT \$1,254.00	0.00	LIN FT \$0.00	0.00	LIN FT \$0.00
131	4" SOLID LINE MULTI-COMPONENT GROUND IN (WR)	\$1.64	520.00	LIN FT \$852.80	0.00	LIN FT \$0.00	0.00	LIN FT \$0.00
132	PAVEMENT MESSAGE PREFORM THERMOPLASTIC GROUND IN E	\$24.60	30.00	SQ FT \$738.00	0.00	SQ FT \$0.00	0.00	SQ FT \$0.00
133	PAVEMENT MESSAGE MULTI-COMPONENT	\$8.40	150.00	SQ FT \$1,260.00	0.00	SQ FT \$0.00	0.00	SQ FT \$0.00
CO1	FIRE PROTECTION WATER SERVICE AND HYDRANT	\$15,180.00	1.00	LUMP SUM	1.00	LUMP SUM \$15,180.00	1.00	LUMP SUM \$15,180.00
CO2	BUSINESS ACCESS SIGNAGE	\$8,742.41	1.00	LUMP SUM	1.00	LUMP SUM \$8,742.41	1.00	LUMP SUM \$8,742.41
CO3	STABILIZING AGGREGATE SPECIAL (CV)	\$17.92	1,259.96	CU YD	1,259.96	CU YD \$22,578.48	1,259.96	CU YD \$22,578.48
CO4.1	4" PERF PE PIPE DRAIN	\$11.75	122.00	LIN FT	122.00	LIN FT \$1,433.50	122.00	LIN FT \$1,433.50
CO4.2	6" PERF PE PIPE DRAIN	\$16.15	1,244.00	LIN FT	1,244.00	LIN FT \$20,090.60	1,244.00	LIN FT \$20,090.60
CO5	FUEL ESCALATION - APRIL 2022	\$596.59	1.00	LUMP SUM	1.00	LUMP SUM \$596.59	1.00	LUMP SUM \$596.59
CO6	FUEL ESCALATION - MAY 2022	\$3,900.17	1.00	LUMP SUM	1.00	LUMP SUM \$3,900.17	1.00	LUMP SUM \$3,900.17
CO7	FUEL ESCALATION - JUNE 2022	\$1,222.45	1.00	LUMP SUM	1.00	LUMP SUM \$1,222.45	1.00	LUMP SUM \$1,222.45
CO8	HIGH EARLY CONCRETE WORK AND GRADING FOR DRIVEWAYS	\$10,964.76	1.00	LUMP SUM	1.00	LUMP SUM \$10,964.76	1.00	LUMP SUM \$10,964.76
CO9	FUEL ESCALATION - JULY 2022	\$2,655.56	1.00	LUMP SUM	1.00	LUMP SUM \$2,655.56	1.00	LUMP SUM \$2,655.56
CO10	REMOVALS AND GRADING BETWEEN BUSINESSES	\$13,727.53	1.00	LUMP SUM	1.00	LUMP SUM \$13,727.53	1.00	LUMP SUM \$13,727.53
CO11	FENCE DESIGN SPECIAL 1	\$141.00	394.00	LIN FT	0.00	LIN FT \$0.00	377.00	LIN FT \$53,157.00
							0	0
TOTAL AMOUNT:				\$1,952,748.02		\$1,615,842.87		\$1,776,683.66



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		November 7, 2022					
Item Name:		Contractor Pay Request #5 - East Frontage Road Parking Lot					
Originating Department:		Finance					
Presented by:		Amanda Ortloff					
Previous Council Action (if any):							
Item Type (X only one):	Consent	X	Regular Session		Discussion Session		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Approve Pay Estimate No. 5 to GMH Asphalt, Inc. for the East Frontage Road Parking Lot							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Staff has reviewed the contractor pay request for the East Frontage Road Parking Lot and recommends payment of \$45,914.23 based on the engineering request for payment. This payment represents approximately 108.0% of the total approved contract for the project. The contract overage is due to poor soils along with an old building foundation that was uncovered during initial excavation work. <u>Attachments:</u> 1. 2022-11-02 EFR Parking Lot Payment #5.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
PIR Capital							
Budget Information:				Planning Commission			
X Budgeted				Parks and Recreation Board			
Non Budgeted				Safari Island Advisory Board			
Amendment Required				Other			



**BOLTON
& MENK**

Real People. Real Solutions.

2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

Ph: (952) 448-8838
Fax: (952) 448-8805
Bolton-Menk.com

November 2, 2022

City of Waconia
Attn: Amanda Ortloff
201 South Vine St.
Waconia, MN 55387

**RE: East Frontage Road Parking Lot
Pay Request No. 5**

Dear Ms. Ortloff:

Enclosed please find Pay Request No. 5 for work completed from 6/25/2022 through 10/21/2022 on the above referenced project. The work completed includes payment for paving, sidewalk, driveway, restoration, striping, and other miscellaneous items.

We have reviewed the estimate, verified the quantities, and recommend the City make payment in the amount of **\$45,914.23** to GMH Asphalt Corp. 100% of this requested payment is for work associated with the street system.

Please contact me if you have any questions regarding this pay request.

Respectfully Submitted,
Bolton & Menk, Inc.

Jake Saulsbury, P.E.

cc: Craig Eldred, City of Waconia
Ryan Johnson, Bolton & Menk

Enclosure

CONTRACTOR'S PAY REQUEST

WACONIA EAST FRONTAGE ROAD PARKING LOT

**BOLTON
& MENK**

Real People. Real Solutions.

DISTRIBUTION:

CONTRACTOR (1)

OWNER (1)

ENGINEER (1)

CITY OF WACONIA -

BMI PROJECT NO. C14.122582

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	\$328,457.98
TOTAL, COMPLETED WORK TO DATE	\$374,298.81
TOTAL, STORED MATERIALS TO DATE	\$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS	\$374,298.81
RETAINED PERCENTAGE (5.0%)	\$18,714.94
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$355,583.87
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$309,669.64
PAY CONTRACTOR AS ESTIMATE NO. 5	\$45,914.23

CERTIFICATE FOR PARTIAL PAYMENT

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the contract amount for the period covered by this Estimate.

Contractor:

GMH Asphalt Corp
9180 Laketown Road
Chaska, MN 55318

By _____
Name Title

Date _____

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:

ENGINEER: BOLTON & MENK, INC., 2638 SHADOW LANE, STE 200, CHASKA, MN 55318

By Ryan R Johnson, CONSULTING ENGINEER

Date 11/2/2022

APPROVED FOR PAYMENT:

OWNER:

By _____
Name Title Date

And _____
Name Title Date

Pay Request No.:

5

WACONIA EAST FRONTAGE ROAD PARKING LOT



CITY OF WACONIA

BMI PROJECT NO. C14.122582

WORK COMPLETED THROUGH FRIDAY, OCTOBER 21, 2022

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
1	MOBILIZATION	\$15,000.00	1.00 LUMP SUM	\$15,000.00	0.75 LUMP SUM	\$11,250.00	1.00 LUMP SUM	\$15,000.00
2	CLEAR & GRUB TREE	\$1,330.00	2.00 EACH	\$2,660.00	2.00 EACH	\$2,660.00	2.00 EACH	\$2,660.00
3	REMOVE RETAINING WALL	\$19.15	50.00 LIN FT	\$957.50	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
3A	REMOVE CURB & GUTTER	\$18.50	30.00 LIN FT	\$555.00	34.00 LIN FT	\$629.00	34.00 LIN FT	\$629.00
4	REMOVE FENCE	\$5.50	120.00 LIN FT	\$660.00	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
5	RELOCATE BOULDERS	\$720.00	1.00 LUMP SUM	\$720.00	0.00 LUMP SUM	\$0.00	0.00 LUMP SUM	\$0.00
6	HAUL & DISPOSE OF CONTAMINATED MATERIAL (LV)	\$0.01	750.00 CU YD	\$7.50	75.70 CU YD	\$0.76	75.70 CU YD	\$0.76
7	COMMON EXCAVATION (EV)	\$23.75	3,888.00 CU YD	\$92,340.00	3,888.00 CU YD	\$92,340.00	3,888.00 CU YD	\$92,340.00
7A	SUBGRADE EXCAVATION (EV)	\$18.00	250.00 CU YD	\$4,500.00	250.00 CU YD	\$4,500.00	250.00 CU YD	\$4,500.00
8	EXPLORATORY EXCAVATION	\$87.15	8.00 HOUR	\$697.20	0.00 HOUR	\$0.00	0.00 HOUR	\$0.00
9	PREFABRICATED MODULAR BLOCK WALL	\$51.00	600.00 SQ FT	\$30,600.00	558.00 SQ FT	\$28,458.00	558.00 SQ FT	\$28,458.00
10	FENCE DESIGN SPECIAL 1	\$133.00	44.00 LIN FT	\$5,852.00	85.00 LIN FT	\$11,305.00	85.00 LIN FT	\$11,305.00
11	TOPSOIL BORROW (LV)	\$0.01	312.00 CU YD	\$3.12	0.00 CU YD	\$0.00	0.00 CU YD	\$0.00
12	SUBGRADE PREPARATION	\$1.68	3,282.00 SQ YD	\$5,513.76	3,282.00 SQ YD	\$5,513.76	3,282.00 SQ YD	\$5,513.76
13	GEOTEXTILE FABRIC TYPE V	\$1.40	3,282.00 SQ YD	\$4,594.80	3,282.00 SQ YD	\$4,594.80	3,282.00 SQ YD	\$4,594.80
14	AGGREGATE BASE CLASS 5 (CV)	\$30.20	1,203.00 CU YD	\$36,330.60	2,241.00 CU YD	\$67,678.20	2,241.00 CU YD	\$67,678.20
15	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	\$90.25	266.00 TON	\$24,066.50	0.00 TON	\$0.00	316.19 TON	\$28,536.15
16	TYPE SP 12.5 NON WEAR COURSE MIXTURE (2,C)	\$79.10	532.00 TON	\$42,081.20	487.75 TON	\$38,581.03	487.75 TON	\$38,581.03
17	BITUMINOUS WINTER RAMPING CURB EDGE	\$5.85	500.00 LIN FT	\$2,925.00	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
18	MILL OUT BITUMINOUS RAMP CURB EDGE	\$2.25	500.00 LIN FT	\$1,125.00	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
19	6" CONCRETE DRIVEWAY APRON (W/AGGREGATE BASE CL 5)	\$8.20	323.00 SQ FT	\$2,648.60	158.00 SQ FT	\$1,295.60	323.00 SQ FT	\$2,648.60
20	CONCRETE CURB & GUTTER DESIGN B612	\$25.15	1,031.00 LIN FT	\$25,929.65	1,016.00 LIN FT	\$25,552.40	1,016.00 LIN FT	\$25,552.40
21	CONCRETE CURB & GUTTER DESIGN B618	\$28.70	23.00 LIN FT	\$660.10	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
22	4" CONCRETE WALK (W/AGGREGATE BASE CL 5)	\$6.60	1,161.00 SQ FT	\$7,662.60	798.00 SQ FT	\$5,266.80	1,598.00 SQ FT	\$10,546.80
23	6" CONCRETE WALK (W/AGGREGATE BASE CL 5)	\$14.15	72.00 SQ FT	\$1,018.80	72.00 SQ FT	\$1,018.80	72.00 SQ FT	\$1,018.80
24	RIVER ROCK	\$2.12	820.00 SQ FT	\$1,738.40	645.00 SQ FT	\$1,367.40	645.00 SQ FT	\$1,367.40
25	TRUNCATED DOMES	\$53.15	16.00 SQ FT	\$850.40	16.00 SQ FT	\$850.40	16.00 SQ FT	\$850.40
26	4" SOLID LINE WHITE - LATEX	\$0.20	1,616.00 LIN FT	\$323.20	0.00 LIN FT	\$0.00	1,426.00 LIN FT	\$285.20
27	PAVEMENT MESSAGE - HANDICAP SYMBOL	\$53.15	3.00 EACH	\$159.45	0.00 EACH	\$0.00	2.00 EACH	\$106.30
28	CONSTRUCT DRAINAGE STRUCTURE	\$3,750.00	1.00 EACH	\$3,750.00	1.00 EACH	\$3,750.00	1.00 EACH	\$3,750.00
29	RANDOM RIPRAP CL. III	\$165.00	5.00 CU YD	\$825.00	0.00 CU YD	\$0.00	0.00 CU YD	\$0.00
30	INFILTRATION MEDIA (70% SAND / 30% MNDOT GRADE 2 COMPOS	\$45.00	28.00 CU YD	\$1,260.00	0.00 CU YD	\$0.00	0.00 CU YD	\$0.00
31	STABILIZED CONSTRUCTION EXIT	\$1,075.00	1.00 LUMP SUM	\$1,075.00	0.50 LUMP SUM	\$537.50	0.50 LUMP SUM	\$537.50
32	SILT FENCE, TYPE MACHINE SLICED	\$1.97	355.00 LIN FT	\$699.35	375.00 LIN FT	\$738.75	375.00 LIN FT	\$738.75
33	INLET PROTECTION	\$101.00	1.00 EACH	\$101.00	2.00 EACH	\$202.00	2.00 EACH	\$202.00
34	BIOLOG	\$3.20	100.00 LIN FT	\$320.00	70.00 LIN FT	\$224.00	70.00 LIN FT	\$224.00
34A	HYDROMULCH TYPE 5, SEED MIX 25-141, TYPE 3 FERTILIZER	\$2.15	500.00 SQ YD	\$1,075.00	0.00 SQ YD	\$0.00	193.00 SQ YD	\$414.95
35	ROLLED EROSION PREVENETION CATEGORY 20, SEED MIX 25-14	\$1.80	2,500.00 SQ YD	\$4,500.00	351.00 SQ YD	\$631.80	544.00 SQ YD	\$979.20
36	SEED MIX 33-261 WITH EROSION CONTROL BLANKET	\$2.13	325.00 SQ YD	\$692.25	0.00 SQ YD	\$0.00	168.00 SQ YD	\$357.84
37	FURNISH & INSTALL SIGN	\$510.00	4.00 EACH	\$2,040.00	0.00 EACH	\$0.00	0.00 EACH	\$0.00
EW1	BUILDING FOUNDATION REMOVAL AND STOCKPILE CONTAMINAT	\$6,150.00	1.00 LUMP SUM		1.00 LUMP SUM	\$6,150.00	1.00 LUMP SUM	\$6,150.00
EW2	3" CLEAR ROCK FOR SUBGRADE CORRECTION	\$36.06	248.15 TON		248.15 TON	\$8,948.29	248.15 TON	\$8,948.29
EW3	GRADING FOR EFR SHED	\$1,923.75	1.00 LUMP SUM		1.00 LUMP SUM	\$1,923.75	1.00 LUMP SUM	\$1,923.75
EW4	SIDEWALK TO VET LOT	\$7,899.93	1.00 LUMP SUM		0.00 LUMP SUM	\$0.00	1.00 LUMP SUM	\$7,899.93
TOTAL AMOUNT:				\$328,457.98		\$325,968.04		\$374,298.81



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		November 7, 2022					
Item Name:		Contractor Pay Request #4 - Waterford Park - Water Reuse Station Project					
Originating Department:		Finance					
Presented by:		Amanda Ortloff					
Previous Council Action (if any):							
Item Type (X only one):	Consent	☒	X	Regular Session	☐	Discussion Session	☐
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Motion to approve Pay Estimate No. 4 to S.M. Hentges & Sons for the Waterford Park - Water Reuse Station Project							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Staff has reviewed the contractor pay request for the Waterford Park - Water Reuse Station Project and recommends payment of \$126,870.28 based on the engineering request for payment. This payment represents approximately 78.0% of the total approved contract for the project.							
Attachments:							
1. 2022-11-02 Waterford Reuse Payment #4.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses: Storm Water Utility Fund							
Budget Information: ☒ Budgeted ☐ Non Budgeted ☐ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			



**BOLTON
& MENK**

Real People. Real Solutions.

2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

Ph: (952) 448-8838
Fax: (952) 448-8805
Bolton-Menk.com

November 2, 2022

City of Waconia
Attn: Nicole Meyer
201 South Vine St.
Waconia, MN 55387

**Re: Waterford Park – Water Reuse Station Project
Payment Request No. 4**

Dear Mrs. Meyer:

Enclosed please find Payment Request No. 4 for work completed from 8/26/2022 to 10/28/2022 on the above referenced project. The work completed includes building and surface improvements.

We have reviewed the estimate, verified the quantities, and recommend the City make payment in the amount of **\$126,870.28** to S.M. Hentges & Sons. 100% of this requested payment is for work associated with the storm sewer system.

Please contact me if you have any questions regarding this payment request or this project.

Sincerely,

Bolton & Menk, Inc.

Jake S. Saulsbury, P.E.

Cc: Craig Eldred, City of Waconia
Matt Bauman, Bolton & Menk
Amanda Ortloff, City of Waconia

Enclosure

CONTRACTOR'S PAY REQUEST
WATERFORD PARK REUSE STATION



**BOLTON
& MENK**

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DISTRIBUTION:

CONTRACTOR (1)

OWNER (1)

ENGINEER (1)

CITY OF WACONIA -

BMI PROJECT NO. 0C1.123804

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	\$492,570.00
TOTAL, COMPLETED WORK TO DATE	\$406,476.75
TOTAL, STORED MATERIALS TO DATE	\$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS	\$406,476.75
RETAINED PERCENTAGE (5.0%)	\$20,323.84
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$386,152.91
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$259,282.63
PAY CONTRACTOR AS ESTIMATE NO. 4	\$126,870.28

CERTIFICATE FOR PARTIAL PAYMENT

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the contract amount for the period covered by this Estimate.

Contractor: S.M. Hentges & Sons
650 Quaker Ave
Jordan MN 55352

By Thomas A. Soucek

Digitally signed by Thomas A. Soucek
DN: C=US, E=tom.soucek@smhentges.com, O="SM Hentges &
Sons, Inc", CN=Thomas A. Soucek
Date: 2022.10.28 16:13:01-05'00'

Project Manager

Name

Title

Date Oct 28, 2022

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:

ENGINEER: BOLTON & MENK, INC., 2638 SHADOW LANE, STE 200, CHASKA, MN 55318

By Matt Bauman

, CONSULTING ENGINEER

Date 11/2/2022

APPROVED FOR PAYMENT:

OWNER:

By _____
Name Title Date

And _____
Name Title Date

Pay Request No.:

WATERFORD PARK REUSE STATION

4



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CITY OF WACONIA

BMI PROJECT NO. 0C1.123804

WORK COMPLETED THROUGH FRIDAY, OCTOBER 28, 2022

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
1	MOBILIZATION	\$21,000.00	1.00	LS	0.70	LS	0.90	LS
2	TRAFFIC CONTROL	\$2,625.00	1.00	LS	0.70	LS	1.00	LS
3	REMOVE BITUMINOUS TRAIL	\$9.00	104.00	SY	96.00	SY	96.00	SY
4	REMOVE CONCRETE SIDEWALK	\$2.00	185.00	SF	150.00	SF	150.00	SF
5	REMOVE CONCRETE CURB AND GUTTER	\$10.00	20.00	LF	50.00	LF	50.00	LF
6	SALVAGE BENCH	\$550.00	1.00	EA	0.00	EA	0.00	EA
7	POND PUMPING/DEWATERING	\$39,500.00	1.00	LS	0.00	LS	1.00	LS
8	CONNECT TO EXISTING STORM MANHOLE	\$1,870.00	2.00	EA	2.00	EA	2.00	EA
9	4" PVC DRAINTILE	\$30.00	7.00	LF	7.00	LF	7.00	LF
10	4" DIP - CL 52	\$190.00	60.00	LF	65.00	LF	65.00	LF
11	6" REUSE MAIN DIP - CL 52	\$209.00	20.00	LF	11.00	LF	11.00	LF
12	1" TYPE K COPPER SERVICE PIPE	\$62.00	86.00	LF	140.00	LF	140.00	LF
13	1" CORPORATION STOP	\$1,250.00	1.00	EA	1.00	EA	1.00	EA
14	1" CURB STOP & BOX	\$590.00	1.00	EA	1.00	EA	1.00	EA
15	WATER SERVICE LID COVER	\$263.00	1.00	EA	0.00	EA	0.00	EA
16	4" POLYSTYRENE INSULATION (UTILITY CROSSINGS)	\$78.00	8.00	SY	8.00	SY	8.00	SY
17	4" PVC SANITARY SEWER SERVICE - SDR 26	\$84.00	70.00	LF	135.00	LF	135.00	LF
18	EXTERIOR SANITARY SEWER CLEANOUT & COVER	\$850.00	1.00	EA	0.00	EA	0.70	EA
19	CONNECT TO EXISTING SANITARY SEWER	\$2,000.00	1.00	EA	1.00	EA	1.00	EA
20	12" PVC SDR-26 STORM SEWER	\$230.00	142.00	LF	142.00	LF	142.00	LF
21	12" CAST IRON GATE VALVE & BOX	\$6,500.00	1.00	EA	1.00	EA	1.00	EA
22	6" GATE VALVE & BOX	\$2,610.00	1.00	EA	1.00	EA	1.00	EA
23	4" GATE VALVE & BOX	\$2,290.00	1.00	EA	1.00	EA	1.00	EA
24	INTAKE STRUCTURE	\$3,500.00	1.00	EA	1.00	EA	1.00	EA
25	SUMP MANHOLE WITH SNUBBER	\$21,000.00	1.00	LS	1.00	LS	1.00	LS
26	60" CONCRETE WET WELL	\$32,000.00	1.00	LS	0.90	LS	0.90	LS
27	REUSE STATION BUILDING*	\$227,533.00	1.00	LS	0.26	LS	0.75	LS
28	SITE GRADING	\$12,500.00	1.00	LS	0.30	LS	0.90	LS
29	SELECT GRAN BORROW (CV) - FOOTING FOUNDATION CORRECT	\$30.00	105.00	CY	146.00	CY	146.00	CY
30	SUBGRADE EXCAVATION (EV) - FOOTING FOUNDATION CORRECT	\$12.00	105.00	CY	146.00	CY	146.00	CY
31	6" CHAIN LINK FENCE, VINYL COATED	\$71.00	80.00	LF	0.00	LF	0.00	LF
32	24" WIDE CHAIN LINK DOUBLE GATE (12' SPANS)	\$8,500.00	1.00	EA	0.00	EA	0.00	EA
33	INSTALL BENCH	\$2,000.00	1.00	EA	0.00	EA	0.00	EA
34	3" BITUMINOUS TRAIL (W/ 6" AGG. BASE CL. 5)	\$49.00	104.00	SY	96.00	SY	96.00	SY
35	4" BITUMINOUS DRIVEWAY - HEAVY DUTY (W/ 12" AGG. BASE CL. 5)	\$71.00	73.00	SY	0.00	SY	0.00	SY
36	BITUMINOUS PATCH - RAVENCROFT ROAD	\$46.00	67.00	SY	0.00	SY	0.00	SY
37	4" CONCRETE WALK (W/ 6" AGG. BASE CL. 5)	\$12.00	395.00	SF	0.00	SF	395.00	SF
38	8" CONCRETE PAD (W/ 24" SELECT GRANULAR BORROW)	\$58.00	37.00	SF	0.00	SF	37.00	SF
39	CONCRETE CURB AND GUTTER DESIGN B618	\$87.00	20.00	LF	0.00	LF	24.00	LF
40	ROCK CONSTRUCTION ENTRANCE	\$1,490.00	1.00	EA	0.00	EA	0.00	EA
41	STORM DRAIN INLET PROTECTION	\$180.00	2.00	EA	0.00	EA	0.00	EA
42	SILT FENCE, TYPE MACHINE SLICED	\$4.00	260.00	LF	260.00	LF	260.00	LF
43	STRAW MULCH BIOLOG	\$4.00	150.00	LF	0.00	LF	0.00	LF
44	HYDROMULCH W/ STATE SEED MIX 25-151 & FERTILIZER	\$4.00	500.00	SY	0.00	SY	0.00	SY
45	EROS CTL BLANKET CAT. 3N W/ STATE SEED MIX 25-151 & FERT	\$2.00	80.00	SY	0.00	SY	0.00	SY
46	TOPSOIL BORROW (LV)	\$18.00	125.00	CY	0.00	CY	0.00	CY
							0	
TOTAL AMOUNT:			\$492,570.00		\$272,929.08		\$406,476.75	



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		November 7, 2022					
Item Name:		Use of Park: Chamber of Commerce – Tree Lighting Ceremony					
Originating Department:		Administration					
Presented by:		Ann Meyerhoff					
Previous Council Action (if any):							
Item Type (X only one):		Consent	X	Regular Session		Discussion Session	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Motion Allowing for Use of Park by Chamber of Commerce for November 25, 2022							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
We have received a request from the Waconia Chamber of Commerce to allow for the use of City Square Park to host the annual Tree Lighting Ceremony. Attached is a memo that describes their proposed use. The event will require several hours of City staff time in preparation for and during the event. The Chamber has requested the City to provide these services as an in-kind contribution to the event. <u>Attachments:</u> 1. City Council Request Tree Lighting2022.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information:				Planning Commission			
_____ Budgeted				Parks and Recreation Board			
_____ Non Budgeted				Safari Island Advisory Board			
_____ Amendment Required				Other			



209 South Vine Street Waconia, MN 55387 952-442-5812

Date: October 17, 2022

To: Mayor Bloudek, Council Members Leo, Sorensen, and Waldron
Cc: City Administrator, Shane Fineran
Re: Tree Lighting

Waconia City Council:

The Waconia Chamber of Commerce requesting the following for the Tree Lighting in City Square Park:

1. Evening of Friday, November 25, 2022 5:30pm – 7:30pm
 - Turn on all the lights in City Square Park at **6:30pm**: Tree in Gazebo, lights on trees, etc.
 - We will be advertising this community event with a start time of 6:00 when Santa, the Grinch and Buddy the Elf will arrive with the llama reindeer.
 - Fire pits ~ small in size, with wood. Bucket of water by each pit. Each fire pit supervised by an adult. Fire danger – drought and wind to be considered day of event. Fire pits to be lit after 5:00pm.
 - We are requesting that the park be reserved and that the reservation fee be waived for this community event.
 - In the event of icy conditions, we are requesting that City personnel put a de-icing agent on the sidewalks and gazebo steps and platform area prior to the event.
 - We have one large street banner for the event to be put over Main Street prior to the event, near Birch St.

Thanks for your consideration and assistance. Please feel free to contact me at 442-5812 should you have any questions.

Sincerely,

Christine Fenner

Christine Fenner, President
Waconia Chamber of Commerce & Visitors Bureau



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		November 7, 2022					
Item Name:		Application for Exempt Permit Waconia Hockey Association					
Originating Department:		Administration					
Presented by:		Ann Meyerhoff					
Previous Council Action (if any):							
Item Type (X only one):		Consent	X	Regular Session		Discussion Session	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution No. 2022-280, Approving Application for Exempt Permit for Waconia Hockey Association							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Waconia Hockey Association has submitted an application for an Exempt Permit to conduct a raffle at Waconia Ice Arena on Saturday, February 21 2023.							
<u>Attachments:</u>							
1. 22280res waconia hockey association raffle.doc							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information: _____ Budgeted _____ Non Budgeted _____ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			

**CITY OF WACONIA
RESOLUTION NO. 2022-280**

**A RESOLUTION APPROVING APPLICATION FOR EXEMPT PERMIT,
WACONIA HOCKEY ASSOCIATION**

WHEREAS, The City Council of the City of Waconia, Minnesota has received an Application for an Exempt Permit from the Waconia Hockey Association; and

WHEREAS, The Waconia Hockey Association has requested this application in order to conduct a raffle at Waconia Ice Arena, 1250 Oak Ave, on Tuesday, February 21, 2023 as stated on the application for said exemption; and

WHEREAS, The City Council of the City of Waconia has no objection to the said application.

NOW, THEREFORE, BE IT RESOLVED That the City Clerk is hereby instructed to provide a copy of this Resolution to be included with the permit application to the Department of Gaming, Gambling Control Division, State of Minnesota.

Adopted by the City Council of the City of Waconia this 7th day November, 2022.

Kent Bloudek, Mayor

ATTEST: _____
Jackie Schulze, City Clerk



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		November 7, 2022					
Item Name:		Minnesota State Fire Department FEMA SAFER Grant					
Originating Department:		Fire					
Presented by:		Justin Sorensen					
Previous Council Action (if any):		None					
Item Type (X only one):	Consent	☒ X	Regular Session	☐	Discussion Session	☐	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution 2022-281, Approving submission of grant application.							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The Minnesota State Fire Department Association (MSFDA) has been awarded \$1.4 million in funding through the Federal Emergency Management Agency's (FEMA) Staffing for Adequate Fire and Emergency Response (SAFER) program to improve the recruitment of volunteer firefighters in Minnesota. The fire department would like to submit for this grant to seek possible reimbursement of some of our expenses related to hiring new firefighters this year. Expenses for personal protective equipment (PPE) and health screenings for two firefighters are eligible for these funds. Grant funds received will be recognized as revenue in the fire department operating budget. <u>Attachments:</u> 1. 22281res SAFER_Grant_Res.doc							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information: ☒ X Budgeted ☐ Non Budgeted ☐ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			

**CITY OF WACONIA
RESOLUTION NO. 2022-281**

**RESOLUTION AUTHORIZING FIRE CHIEF TO APPLY FOR GRANT FUNDS FROM THE
MINNESOTA STATE FIRE DEPARTMENT ASSOCIATION FEMA SAFER GRANT**

WHEREAS, the fire department has annual expenses related to hiring of new firefighters in order to build and maintain its roster of paid on call firefighters; and

WHEREAS, the Minnesota State Fire Department has been awarded a FEMA SAFER Grant that has been available to all Minnesota fire departments; and

WHEREAS, the funds if awarded will offset budgeted dollars that have been used to equip and hire new firefighters; and

WHEREAS, the Fire Chief is authorized to submit and administer the grant application.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of application for Minnesota State Fire Department Association FEMA SAFER grant funds.

Adopted by the City Council of the City of Waconia this 7th day of November 2022.

Kent Bloudek, Mayor

Attest: _____
Jackie Schulze, City Clerk



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		November 7, 2022					
Item Name:		Joint Assessment Contract with Carver County					
Originating Department:		Administration					
Presented by:		Shane Fineran					
Previous Council Action (if any):							
Item Type (X only one):	Consent	X	Regular Session		Discussion Session		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution 2022-282, Authorizing Execution of Contract for Joint Assessment in 2023							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Annually the City contracts with the Carver County Assessor's Office for property assessment services within the community. Carver County has consistently provided this service in our community. At least twenty-percent of all parcels in the community are viewed in person for assessment purposes. The per parcel cost has increased approximately .50 per parcel type, which is consistent with pervious contract increases. The actual per parcel costs are as follows: Residential \$14.94 Agricultural \$15.54 Commercial & Industrial \$16.66 The 2023 assessment budget has funds programmed for this contract service and is recommended for approval by staff. <u>Attachments:</u> 1. 22282res_2023_Joint_Assessment_Contract_res.docx 2. 2022 23 Service Agreement WACONIA CITY.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses: Administration, Contract Services							
Budget Information: _____ Budgeted _____ Non Budgeted _____ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			

**CITY OF WACONIA
RESOLUTION NO. 2022-282
RESOLUTION AUTHORIZING
2023 JOINT ASSESSMENT CONTRACT**

WHEREAS, The Carver County Assessor (the “Assessor”) offers to provide joint assessment services for the City of Waconia (the “City”); and

WHEREAS, The Assessor will provide for the assessment of property within the City pursuant to the terms and conditions of an agreement; and

WHEREAS, Minnesota Statutes 273.072 and Minnesota Statutes 471.59 permit such an agreement for joint assessment services.

NOW, THEREFORE, BE IT RESOLVED, By the City Council of the City of Waconia that:

1. The Contract for Joint Assessment for 2023 is hereby approved, effective January 1, 2023, conditioned upon adoption of the 2023 General Fund Budget.
2. The Mayor and City Clerk are hereby authorized and directed to execute said Agreement on behalf of the City.

Adopted by the City Council of the City of Waconia this 7th day of November 2022.

Kent Bloudek, Mayor

ATTEST: _____
Jacqueline Schulze, City Clerk

(2022) SERVICE AGREEMENT FOR (2023) JOINT ASSESSMENT

This Agreement is entered into by and between the County of Carver, 600 East 4th Street, Chaska, Minnesota 55318, through Carver County Assessor, (hereafter “County”) and City of Waconia, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as the Town.

WHEREAS, the Town desires to enter into an agreement with the County to provide for the assessment of property in said Town by the County Assessor’s Office; and

WHEREAS, Minn.Stat.§ 273.072 and Minn.Stat.§ 471.59 permit such an agreement for joint assessment;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

- 1) **Term.** That the Town, which is situated in the County of Carver, and which constitutes a separate assessment district, shall have its property within Carver County assessed by the Carver County Assessor for the assessment date of January 2, 2023. All work necessary to the establishment of the estimated market value for each Carver County parcel in the Town shall be performed by the Carver County Assessor or by one or more of the licensed assessors under his/her direction and supervision.
- 2) **Cooperation.** It is hereby agreed that the Town and all of its officers, agents and employees shall render full cooperation and assistance to the County to facilitate the provision of the services contemplated hereby.
- 3) **Payment Amount.** The Town shall pay to the County for the assessment of property with Carver County the sum of fourteen dollars and ninety four cents (\$14.94) per residential valuation, fifteen dollars and fifty four cents (\$15.54) per agricultural valuation, and sixteen dollars and sixty six cents (\$16.66) per commercial/industrial valuation (for the assessment of January 2, 2023) existing or created before the closing of the relative assessment year.
- 4) **Payment terms.** Full payment of all claims submitted by the County Assessor for relative assessment dates shall be received by the County no later than November 15th of the respective years.
- 5) The County agrees that in each year of this Agreement it shall, by its County Assessor or one or more of his/her deputies, view and determine the market value of at least twenty percent (20%) of the parcels within this taxing jurisdiction. It is further agreed that the County shall have on file documentation of those parcels – physically inspected for each year of this Agreement.
- 6) **Data Privacy.** Pursuant to Minn. Stat. Chap. 13, the parties agree to maintain and protect data received or to which they have access. No private or confidential data

developed, maintained or received by the Town under this agreement may be released to the public by the Town. The Town agrees to indemnify and hold the County, its agents and employees, harmless from any and all claims or causes of action arising from or in any manner attributable to any violation of the Minnesota Government Data Practices Act by Town or its agents, assigns, or employees, including legal fees and expenses incurred to enforce this provision of this agreement.

- 7) **Mutual Indemnification.** The Parties' total liability under this Agreement shall be governed by Minn. Stat. § 471.59, subd. 1a.

Each Party agrees that it will be responsible for the acts or omissions of its officials, agents, and employees, and the results thereof, in carrying out the terms of this Agreement, to the extent authorized by law and shall not be responsible for the acts/omissions of the other Party and the results thereof. For purposes of determining total liability for damages, the participating governmental units are considered to be a single governmental unit, the total liability of which shall not exceed the limits for a single governmental unit as provided in Minn. Stat. § 466.04, subd. 1.

Each Party agrees to defend, hold harmless, and indemnify the other Party, its officials, agents, and employees, from any liability, loss, or damages the other Party may suffer or incur as the result of demands, claims, judgments, or cost arising out of or caused by the indemnifying Party's negligence in the performance of its respective obligations under this Agreement. This provision shall not be construed nor operate as a waiver of any applicable limitation of liability, defenses, immunities, or exceptions by statute or common law.

To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a); provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party.

The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

- 8) **No Joint Venture.** Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures with the County. No tenure or any rights including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to County employees, including indemnification for third party personal injury/property damage claims, shall accrue to the Town or employees of the Town performing services under this Agreement.

9) **Records: Availability and Retention.** Pursuant to Minn. Stat. §16C.05, subd. 5, the Town agrees that the County, 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, et., which are pertinent to the accounting practices and procedures of the Town and involve transactions relating to this Agreement. Town agrees to maintain these records for a period of six years from the date of termination of this Agreement.

10) **Merger and Modification.** It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are presumed to be incorporated or attached and are deemed to be part of this Agreement. Where the incorporated terms differ with the terms of this Agreement, the terms of this Agreement shall control.

Any material alteration, modification, or variation shall be reduced to writing as an amendment and signed by the parties.

11) **Default and Cancellation.** If the Town fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute default. Unless the Town's default is excused by the County, the County may, upon written notice to the Town's representative listed herein, cancel this Agreement in its entirety as indicated in (b.) below.

This Agreement may be cancelled with or without cause by either party upon thirty (30) days written notice.

Representatives for each of the parties to this Agreement are as listed below:

<u>Town/City</u>	<u>County/Division</u>
Waconia 201 Vine Street Waconia, MN 55387-1403 City Administrator Shane Fineran	Ryan Johnson Carver County Assessor 600 E 4th Street Chaska MN 55318 rjohnson@co.carver.mn.us

12) **Subcontracting and Assignment.** Neither party shall not enter into any subcontract for the performance of any services contemplated under this Agreement without the prior written approval of the other party and subject to such conditions and provisions as the other party may deem necessary. The party attempting to subcontract or assign its obligations shall be responsible for the performance of all Subcontractors.

No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other Parties and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement,

or their successors.

- 13) **Nondiscrimination.** During the performance of this Agreement, the Town agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.
- 14) **Health and Safety.** Each party shall be solely responsible for the health and safety of its employees and subcontractor's employees in connection with the services performed in accordance with this Agreement. Each party shall ensure that all employees, including those of all subcontractors, have received training required to properly and safely perform services outlined in this Agreement.
- 15) **No Waiver.** Nothing in this Agreement shall constitute a waiver by the either party of any statute of limitations or exceptions on liability. If the either party fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 16) **Severability.** If any part of this Agreement is rendered void, invalid or unenforceable, by a court of competent jurisdiction, such rendering shall not affect the remainder of this Agreement unless it shall substantially impair the value of the entire Agreement with respect to either party. The parties agree to substitute for the invalid provision a valid provision that most closely approximates the intent of the invalid provision.
- 17) **Applicable Laws.** The Laws of the State of Minnesota shall apply to this Agreement.

IN WITNESS WHEREOF, the City of Waconia, has caused this Agreement to be executed by its Chairperson/Mayor and its City/Town Clerk by the authority of its governing body by a duly adopted resolution on

This the _____ day of _____, 2022.

The County of Carver has caused this Agreement to be executed by its Chairperson and the County Assessor pursuant to the authority of the Board of Commissioners by resolution adopted on

This the 21st day of October, 2022.

CITY OF WACONIA

COUNTY OF CARVER

By: _____
Chairperson/Mayor

By: _____
Gayle Degler/Chairperson
Board of Commissioners

By: _____
City Administrator Shane Fineran

Attest: _____
Dave Hemze/County Administrator

And: _____
Ryan Johnson/County Assessor



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		November 7, 2022					
Item Name:		2023 Prosecution Contract					
Originating Department:		Administration					
Presented by:		Shane Fineran					
Previous Council Action (if any):							
Item Type (X only one):	Consent	X	Regular Session		Discussion Session		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution 2022-283, Approving 2022 Prosecution Contract							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The Carver County Attorney's Office has provided the contract costs for 2023. The contract costs will increase from \$13,205.47 to \$16,728.98 in 2023. County Attorney Mark Metz will be present during the visitors presentation period to provide the City Council an update on the contract, services, and case numbers. The City contracts for all gross misdemeanor, misdemeanor, and petty misdemeanor ordinance offenses in the City of Waconia. The contract rate is a 3-year average of cases within the community shared with other cities in the County that contract for prosecution services. The contract rate was budgeted for in the 2023 preliminary levy amount and general fund budget. It is recommended that the contract be approved conditioned upon final approval of the 2023 budget and levy. Attachments: 1. 22283res_Prosecution_Contract_RES.docx 2. 2023 Prosecution Contract_Waconia (002).docx 3. Prosecution Contract Presentation							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
General Fund, Contract Services							
Budget Information:				Planning Commission			
_____ Budgeted				Parks and Recreation Board			
_____ Non Budgeted				Safari Island Advisory Board			
_____ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2022-283**

**RESOLUTION AUTHORIZING EXECUTION OF
JOINT POWERS AGREEMENT PROSECUTION CONTRACT**

WHEREAS, The Carver County Attorney (the “Attorney”) offers to provide certain prosecution services for the City of Waconia (the “City”); and

WHEREAS, The Attorney will provide for the prosecution of statutory gross misdemeanor, misdemeanor and petty misdemeanor violations, excluding certain liquor law violations, and the cost of said prosecution services shall be provided by the City contributing an additional one-third (1/3) of all fine and penalties to Carver County; and

WHEREAS, The Attorney may provide other prosecution services for ordinance violations and will not charge an additional fee; and

WHEREAS, The Attorney will charge the City \$13,205.47 for 2022; and

WHEREAS, The City desires to obtain these prosecution services.

NOW, THEREFORE, BE IT RESOLVED, By the City Council of the City of Waconia that:

1. The Joint Powers Agreement Prosecution Contract is hereby approved, conditioned upon adoption of the 2023 General Fund Budget.
2. The Mayor and City Administrator are hereby authorized and directed to execute said Agreement on behalf of the City.

Adopted by the City Council of the City of Waconia this 7th of November 2022.

Kent Bloudek, Mayor

ATTEST:

Jacqueline Schulze, City Clerk

2023 PROSECUTION CONTRACT

THIS JOINT POWERS AGREEMENT is made and entered into between the Carver County Attorney, the Carver County Board of Commissioners, a political subdivision of the State of Minnesota, and the City of Waconia, a municipal corporation organized under the laws of the State of Minnesota, to provide for prosecution of statutory gross misdemeanor, misdemeanor and petty misdemeanor violations, other than liquor law violations directly involving establishments, organizations or individuals with liquor licenses or permits issued by the City of Waconia and also to provide for prosecution of municipal traffic and parking ordinance violations.

WHEREAS, Minnesota Statutes Section 471.59 authorizes governmental units in the State of Minnesota to enter into agreements by resolution with any other governmental unit to perform on behalf of that unit any service or function which that unit would be authorized to provide for itself; and

WHEREAS, Minnesota Statutes Section 484.87, Subdivision 3, provides that statutory gross misdemeanor, misdemeanor, petty misdemeanor violations and municipal ordinance violations in the counties of Anoka, Carver, Dakota, Scott and Washington shall be prosecuted by the attorney of the municipality where the violation is alleged to have occurred and further provides that municipalities may enter into three party agreements with the County Board and the County Attorney to provide for prosecution services for criminal offenses; and

WHEREAS, each of the parties hereto desires to enter into this Joint Powers Agreement and has, through the actions of its respective governing bodies, been duly authorized to enter into this Joint Powers Agreement for the purposes hereinafter stated;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed by and between the County of Carver, through the Board of Commissioners, the Carver County Attorney, and the City of Waconia, through its Council, that:

1. Enabling Authority.

Minnesota Statutes Section 471.59 authorizes two or more governmental units to jointly exercise any power common to the contracting parties. Minnesota Statutes Section 484.87, Subdivision 3 authorizes the City of Waconia to enter into an agreement with the County of Carver and the Office of the Carver County Attorney to provide for prosecution services for criminal offenses.

2. Purpose

Provide for prosecution of statutory gross misdemeanor, misdemeanor and petty misdemeanor violations, other than liquor law violations directly involving establishments, organizations or individuals with liquor licenses or permits issued by the City of Waconia and also to provide for prosecution of municipal traffic and parking ordinance violations.

3. Services.

The Carver County Attorney's Office shall prosecute statutory gross misdemeanor, misdemeanor, petty misdemeanor violations and, any other criminal municipal ordinance violation. The Carver County Attorney shall also prosecute all municipal traffic and parking ordinance violations allegedly occurring within the jurisdiction of the municipality and within Carver County.

4. Term.

Prosecution services shall be rendered by the Carver County Attorney's Office commencing January 1, 2023, and extending through December 31, 2023.

5. Payment for Services.

In consideration for prosecution services being rendered, the County shall collect one-half (1/2) of all funds allocated pursuant to Minnesota Statute Section 484.90, Subdivision 6(a)(1) (fines that the court administers allocates 100% to the fines to the city or town in which the offense was committed) and one-third (1/3) allocated pursuant to Minnesota Statute Section 484.90, Subdivision 6(a)(2) (fines that the court administers allocates two-thirds to the fines to the city or town in which the offense was committed). An additional surcharge calculated on the percentage of cases and fine revenue in the amount of \$16,728.98 is to be paid by the City of Waconia to the Carver County Attorney's Office in four equal installments by April 15, 2023, July 15, 2023, October 15, 2023 and January 15, 2024.

6. Ordinances.

The City shall forward current traffic ordinances to the Carver County Attorney's Office and immediately inform the County Attorney of any changes made during the contract period.

7. Data.

All data collected, created, received, maintained or disseminated in any form for any purposes by the activities of this Agreement is governed by the Minnesota Data Practices Act, Minnesota Statute Section 13, or the appropriate Rules of Court and shall only be shared pursuant to laws governing that particular data.

8. Audit.

Pursuant to Minnesota Statute Section 16C.05, Subdivision 5, the parties agree that the State Auditor or any duly authorized representative at that 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 related to this Agreement. All such records shall be maintained for a period of six (6) years from the date of termination of this Agreement.

9. Indemnification.

Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employee may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement.

It is understood and agreed that liability shall be limited by the provisions of Minnesota Statutes Chapter 466. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota Statutes Section 466.04.

It is further understood that Minnesota 471.59, Subd. 1a applies to this Agreement. To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes Section 471.59, Subd. 1a(a); provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party.

Each party agrees to promptly notify the other party if it knows or becomes aware of any facts or allegations reasonably giving rise to actual or potential liability, claims, causes of action, judgments, damages, losses, costs or expenses, including attorney's fees, involving or reasonably likely to involve the other party, and arising out of acts or omissions related to this Agreement.

10. Nonwaiver, Severability and Applicable Laws.

Nothing in this Agreement shall constitute a waiver by the parties of any statute of limitation or exceptions on liability.

If any part of this Agreement is deemed invalid such shall not affect the remainder unless it shall substantially impair the value of the Agreement with respect to either party. The parties agree to substitute for the invalid provision a valid one that most closely approximates the intent of the Agreement.

The laws of the State of Minnesota apply to this Agreement.

11. Termination.

This Agreement shall terminate of its own accord without further action taken or notice given by either party at midnight, December 31, 2023.

12. Merger and Modification.

It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the parties hereto.

Space Intentionally Left Blank

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its

appropriate officers and with the consent and approval of its appropriate governing bodies.

CITY OF WACONIA

IN PRESENCE OF:

BY: _____
Mayor

City Administrator

Date: _____

Date: _____

COUNTY ATTORNEY

Mark Metz
Carver County Attorney

Date: _____

IN PRESENCE OF:

COUNTY OF CARVER

BY: _____
Dave Hemze
County Administrator

Date: _____

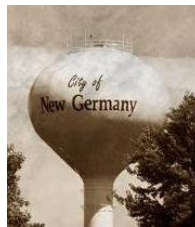


2023 Prosecution Contract

Carver County Attorney's Office

Who We Serve

Carver
Chaska
Cologne
Hamburg
Mayer
New Germany
Norwood
Young America
Victoria
Waconia
Watertown



Determination of Contract Fees

County Attorney Staff Costs	\$178,928
<i>Less Total Fine Revenue paid to Carver County Attorney's office in 2021</i>	<i>(\$ 76,084)</i>
<i>Contract Cost Allocation</i>	<i>(\$ 27,182)</i>
Equals Total Surcharge to be paid in 2023	\$ 75,660

Participating cities pay surcharge quarterly per their three-year case load average (see chart later in presentation) Surcharge includes 4.0% county personnel cost allowance

Cases by Location (2019 – 2021)

Cases listed: Adult (PM/MD/GM)					Updated: 04/19/2022
	2019	2020	2021	3 Yr Avg	% Total
Carver	66	52	77	65	7.18%
Chaska	477	377	345	400	44.15%
Cologne	26	12	13	17	1.88%
Hamburg	7	8	4	6	0.70%
Mayer	22	22	22	22	2.43%
New Germany	7	8	5	7	0.74%
Norwood Young America	71	77	41	63	6.96%
Victoria	93	82	53	76	8.39%
Waconia	183	187	176	182	20.10%
Watertown	64	79	60	68	7.47%
	1,016	904	796	905	100.00%

Usage and Rate Comparison

With usage change	2022	2023		2022	2023	
and 4.0% increase	Contract	Contract	Change	Contract	Contract	Change
	3 Yr Avg	3 Yr Avg	+/-	Rate	Rate	+/-
Carver	5.90%	7.18%	1.28%	\$4,289.37	\$7,318.93	\$ 3,029.56
Chaska	47.40%	44.15%	-3.25%	\$34,483.64	\$32,792.60	\$ (1,691.03)
Cologne	2.02%	1.88%	-0.14%	\$1,469.95	\$1,235.66	\$ (234.29)
Hamburg	0.60%	0.70%	0.10%	\$433.76	\$380.20	\$ (53.55)
Mayer	1.95%	2.43%	0.48%	\$1,421.76	\$2,091.12	\$ 669.37
New Germany	0.76%	0.74%	-0.02%	\$554.24	\$475.26	\$ (78.99)
Norwood Young America	6.69%	6.96%	0.27%	\$4,867.71	\$3,897.09	\$ (970.62)
Victoria	9.37%	8.39%	-0.98%	\$6,819.61	\$5,037.70	\$ (1,781.91)
Waconia	18.15%	20.10%	1.95%	\$13,205.47	\$16,728.98	\$ 3,523.51
Watertown	7.15%	7.47%	0.32%	\$5,205.08	\$5,703.06	\$ 497.98
				\$ 72,750.59	\$ 75,660.61	\$ 2,910.02

County Attorney Update:

- Veteran's Court
- Drug Court
- Opioid Settlement
- Other trends in the County Attorney's Office

Our Office

Mark Metz, County Attorney

Peter Ivy, Chief Deputy

Rhonda Betcher, Executive Assistant

John Rekow, Law Office Manager

Nancy Yates, Victim Witness Manager

1 Victim Witness Coordinator

1 Victim Witness Legal Admin

17 Assistant County Attorneys

2.5 Paralegals

6 Legal Administrative Assistants

1 Administrative Assistant





REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		November 7, 2022					
Item Name:		MetroNet Fiber Agreement					
Originating Department:		Administration					
Presented by:		Shane Fineran					
Previous Council Action (if any):							
Item Type (X only one):	Consent	X	Regular Session		Discussion Session		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution 2022-284, Approving Fiber Agreement							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Beginning in 2020, MetroNet (formerly Jaguar Communications), with the support of CarverLink began exploring the development and construction of fiber to the home broadband infrastructure in cities throughout Carver County. The proposed buildout will back bone out of the existing CarverLink system in providing high speed broadband via fiber to the home internet services within the City. Currently MetroNet is finishing build out projects in Chanhassen and Carver. MetroNet only intends to offer internet services, with no video or phone capabilities. MetroNet is to a point where they are prepared to begin the project within Waconia. As part of the discussions and negotiation assisted by CarverLink, MetroNet will install dark fiber to over 35 municipal sites and structures ranging from parks, lift stations, facilities, and electrical sites not currently served by fiber connectivity. This will be done and not cost to the city and service and maintenance will fall under the existing service and maintenance arrangement with CarverLink. The city currently does not charge any permitting or right of way fees for small utilities and under the agreement would continue to do so for the community buildout. This broadband infrastructure will be a benefit to businesses and residents of the community, offering additional choices and capabilities for broadband internet connectivity within the community. The agreement has been reviewed by the City Attorney.							
Attachments:							
1. 22284res_Approving_MetroNet_Fiber_Agreement_Draft_10-13-2022_.docx 2. Fiber Agreement Waconia							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
None							
Budget Information: _____ Budgeted _____ Non Budgeted _____ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			

CITY OF WACONIA
RESOLUTION NO. 2022-284
RESOLUTION APPROVING FIBER AGREEMENT

WHEREAS, Metro Fibernet, LLC (“MetroNet”) owns a fiber optic network that provides internet access and transmits data (the “Fiber Network”) to certain properties within the City of Waconia (the “City”); and

WHEREAS, MetroNet desires to significantly expand its Fiber Network to other properties within the City; and

WHEREAS, in connection with such expansion, MetroNet proposes to provide dark fiber connectivity to certain public facilities without cost to the City (the “Public Connections”) in exchange for the City to waiving permit and inspection fees related to the construction of the Fiber Network; and

WHEREAS, a proposed Fiber Agreement has been drafted memorializing MetroNet’s obligation to provide the Public Connections and the City’s obligation to waive fees, the form of which is attached as Exhibit A (the “Fiber Agreement”); and

WHEREAS, ongoing maintenance of the Public Connections will be covered by an indefeasible right of use agreement dated June 21, 2011 between MetroNet’s affiliate and Carver County (the “County”); and

WHEREAS, City and County staff have reviewed the proposed Fiber Agreement and recommend its approval; and

WHEREAS, the City Council finds the form of the proposed Fiber Agreement acceptable; and

WHEREAS, the City Council further finds it is in the best interests of the City and its residents to execute the Fiber Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WACONIA, MINNESOTA:

1. The above recitals and findings are incorporated as resolutions of the City Council.
2. The Fiber Agreement is hereby approved.
3. The Mayor and City Clerk are authorized to execute and deliver the Fiber Agreement on behalf of the City and such execution and delivery shall be conclusive evidence of the approval of such document in accordance with the terms of this resolution.

4. The City Administrator is authorized to expend City funds to pay any costs allocated to the City or incurred by the City in connection with the Fiber Agreement.

Passed and adopted by the City Council of the City of Waconia this 7th day of November, 2022.

Kent Bloudek, Mayor

ATTEST:

Jacqueline Schulze, City Clerk

EXHIBIT A
Form of Fiber Agreement

FIBER AGREEMENT

THIS FIBER AGREEMENT (“Agreement”) is made this ____ day of _____, 2022, by and between the City of Waconia, a Minnesota municipal corporation (“City”), and Metro Fibernet, LLC, and its affiliates (collectively “MetroNet”). City and MetroNet are referred to herein, individually, as a “Party” and, collectively, as the “Parties”.

WHEREAS, MetroNet intends to construct a fiber-to-the-premises network (“System”) within the corporate boundaries of the City. MetroNet’s construction provides consideration for the City’s agreement to waive certain permit fees as more fully described below.

WHEREAS, the City has requested that the City Fibers (as defined below) be the subject of a separate indefeasible right of use agreement, dated June 21, 2011, as it may be amended from time to time (“IRU”), between Jaguar Communications, Inc. (an affiliate of Metro Fibernet, LLC) and the County of Carver (“County”) for the benefit of the City. The City Fibers will also be governed by the terms and conditions of a separate service and maintenance agreement between the City and the County.

NOW, THEREFORE, in consideration of the following mutual covenants and conditions and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Right of Way Permits and Waiver of Permit Fees. MetroNet shall: i) install the System, including incremental extensions, in full compliance with the Waconia City Code; ii) not place any portion of the System within public right-of-way without first obtaining applicable right-of-permits from the City and other governmental authorities with jurisdiction; and iii) use existing conduit crossings of public right-of-way when requested by the City to do so provided such conduit crossings have adequate capacity to satisfy MetroNet’s needs. The City shall waive all permit, inspection and other fees required for the initial construction of the System and any incremental extensions of the System. Nothing herein, however, waives the City’s right to collect any amounts associated a franchise including, but not limited to, franchise fees if the System is used to provide services for which the City requires a franchise.

2. Construction of Fiber Routes.

a. At no cost to the City, MetroNet will install dark fiber strands that will be subject to the IRU for the benefit of the City, the number and end point(s) of which are more specifically described in Exhibit A of this Agreement (“City Fibers”).

b. The City Fibers will be constructed so that the City shall have use of and access to the City Fibers at the end points specified in Exhibit A and, if technologically feasible, at appropriate fiber connection points on the route if additional City Fiber lateral routes are desired in the future.

c. MetroNet will terminate the City Fibers at a structure at each location identified in Exhibit A (each a “Location”), at a specific point agreed to by the Parties.

d. Upon the City's written request, MetroNet will extend the City Fibers into the structure at each Location provided the City, at no cost to MetroNet, (i) provides MetroNet with all access/entry rights needed to do so and (ii) marks the location of all utilities that are not registered with Gopher State One Call.

e. MetroNet shall have no obligation under the terms of this Agreement to perform any routine or non-routine maintenance or repair, relocations or replacements of the City Fibers. Further, MetroNet will not "light" or monitor the City Fibers. For the avoidance of doubt, MetroNet's obligation under this Agreement is limited to the construction of the City Fibers, as described herein.

3. Term. This Agreement shall take effect on the date first written above and thereafter it shall extend for a period of ten (10) years, renewing thereafter on a year-to-year basis until the earlier of (i) the date upon which IRU terminates or (ii) the end of the Useful Life of the City Fibers. "Useful Life", as used in this Section, refers to the period that begins on the installation date of the City Fibers and continues until the date when the City Fibers, or any of them, become unusable commercially along a substantial portion of the segments described in Exhibit A due to normal wear over an extended period of time. During the term of this Agreement, the cost to the City for the continuation of the use and access to the City Fibers shall be provided free of charge to the City, excepting any compensation that may be required by any service and maintenance agreement between the City and the County.

4. Right to Inspect and Test; Acceptance; Limitation of Liability. THE CITY OR ITS DESIGNEE SHALL HAVE THE RIGHT TO INSPECT AND TEST THE CITY FIBER AT CITY'S OWN EXPENSE. METRONET SHALL PROMPTLY CORRECT ANY DEFECTS IDENTIFIED BY SUCH INSPECTION CONDUCTED PRIOR TO THE CITY'S ACCEPTANCE. USE OF THE CITY FIBER SHALL BE DEEMED ACCEPTANCE OF THE CITY FIBER. THE CITY FIBER IS PROVIDED BY METRONET ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND. USE OF THE CITY FIBER IS AT CITY'S SOLE RISK. IN NO EVENT WILL METRONET, ITS AFFILIATES OR PARENT COMPANY, BE LIABLE FOR DAMAGES OF ANY KIND, INCLUDING LOST DATA, BUSINESS INTERRUPTION, LOSS OF GOODWILL, COSTS OF COVER OR REPLACEMENT OR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER OR NOT THERE IS NEGLIGENCE ON THE PART OF METRONET AND WHETHER OR NOT METRONET HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.

5. Entire Agreement; Amendments; Signatures. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter contained herein and supersedes all prior offers, negotiations and other agreements concerning the subject matter contained herein. No revision of this Agreement shall be valid unless made in writing and signed by an officer of MetroNet and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original. An electronically delivered signature shall create a valid and binding obligation of a Party with the same force and effect as if it were an original thereof.

6. Governing Law; Remedies; Interpretation. The laws of Minnesota shall govern this Agreement. In the event of a default by either Party, the other Party shall have the rights and remedies available to it at law or in equity. This Agreement shall be interpreted, applied and enforced according to the fair meaning of its terms and not construed against the drafter.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

CITY OF WACONIA:

METRONET:

By: _____

Name: Kent Bloudek

Title: Mayor

By: _____

Name: _____

Title: _____

By: _____

Name: Jacqueline Schulze

Title: City Clerk

DRAFT

EXHIBIT A

The City Fibers are four (4) dark fibers between (i) each address listed below (each a “Location A”) and (ii) the nearest accessible splice point on the Carver County fiber network. The City shall have access to the City Fibers at the Location A end points and, if technologically feasible, at appropriate fiber connection points on the route if additional City Fiber lateral routes are desired in the future.

CITY FACILITY

City #1	1250 Highway 284	GPS Coordinates: 44.83715692, -93.78988221
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ELECTRIC SITES

Electric #1	140 Highway 5 W	GPS Coordinates: 44.84279447, -93.78903037
Electric #2	N/A	GPS Coordinates: 44.83929737, -93.79375393
Electric #3	927 Wildcat Way	GPS Coordinates: 44.83799098, -93.81121513
Electric #4	1200 Oak Ave	GPS Coordinates: 44.83799415, -93.81085196
Electric #5	N/A	GPS Coordinates: 44.84284041, -93.81864428
Electric #6	132 Cedar St. N.	GPS Coordinates: 44.85171477, -93.79348669
Electric #7	N/A	GPS Coordinates: 44.84898588, -93.78925384
Electric #8	217 Main St W	GPS Coordinates: 44.84988513, -93.78953471
Electric #9	N/A	GPS Coordinates: 44.85073088, -93.79051534
Electric #10	1635 Interlaken Ct	GPS Coordinates: 44.83557233, -93.76958463
Electric #11	N/A	GPS Coordinates: 44.84074986, -93.792657
Electric #12	N/A	GPS Coordinates: 44.84979281, -93.7831525

IRRIGATION SITES

Irrigation #1	10445 10th St W	GPS Coordinates: 44.83923711, -93.7937009
Irrigation #2	730 1 st Street W	GPS Coordinates: 44.85034497, -93.79773622
Irrigation #3	10560 10th St W	GPS Coordinates: 44.8403402, -93.7918048
Irrigation #4	10451 10th St W	GPS Coordinates: 44.84002915, -93.79058981
Irrigation #5	1126 Fieldgate Rd	GPS Coordinates: 44.83543407, -93.78252756
Irrigation #6	1702 Ravencroft Rd	GPS Coordinates: 44.83004251, -93.79284352

LIFT STATIONS

LS #1	1240 Highway 284	GPS Coordinates: 44.83724265, -93.78884226
LS #2	56 Lakeview Terrace Blvd	GPS Coordinates: 44.85669493, -93.79691332
LS #3	241 Lake St E	GPS Coordinates: 44.85138799, -93.78147112
LS #4	1033 Stein Dr	GPS Coordinates: 44.84164917, -93.80493463
LS #5	2076 Silver St	GPS Coordinates: 44.82411733, -93.78013484
LS #6	1733 Park Point Rd	GPS Coordinates: 44.84987985, -93.81411127
LS #7	246 Sunset Blvd	GPS Coordinates: 44.84709651, -93.79949929
LS #8	1676 Woodlawn Cir	GPS Coordinates: 44.85259363, -93.80819216
LS #9	1880 Campfire Dr W	GPS Coordinates: 44.82277094, -93.78772835

PARK SITES

PS #1	1200 Oak Ave	GPS Coordinates: 44.83801565, -93.81077666
PS #2	101 Main St E	GPS Coordinates: 44.84957419, -93.78352571

PS #3 927 Wildcat Way
PS #4 1500 Barton St

GPS Coordinates: 44.83825738, -93.81240999
GPS Coordinates: 44.83580253, -93.79854371

UTILITY SITES

US #1 Sparrow Rd & Hwy 284
US #2 1200 Oak Ave
US #3 1255 Waconia Pkwy N
US #4 416 Main St E

GPS Coordinates: 44.83262334, -93.78808412
GPS Coordinates: 44.83789384, -93.81094746
GPS Coordinates: 44.85497183, -93.80799548
GPS Coordinates: 44.85063285, -93.77924343

DRAFT

FIBER AGREEMENT

THIS FIBER AGREEMENT (“Agreement”) is made this ____ day of _____, 2022, by and between the City of Waconia, a Minnesota municipal corporation (“City”), and Metro Fibernet, LLC, and its affiliates (collectively “MetroNet”). City and MetroNet are referred to herein, individually, as a “Party” and, collectively, as the “Parties”.

WHEREAS, MetroNet intends to construct a fiber-to-the-premises network (“System”) within the corporate boundaries of the City. MetroNet’s construction provides consideration for the City’s agreement to waive certain permit fees as more fully described below.

WHEREAS, the City has requested that the City Fibers (as defined below) be the subject of a separate infeasible right of use agreement, dated June 21, 2011, as it may be amended from time to time (“IRU”), between Jaguar Communications, Inc. (an affiliate of Metro Fibernet, LLC) and the County of Carver (“County”) for the benefit of the City. The City Fibers will also be governed by the terms and conditions of a separate service and maintenance agreement between the City and the County.

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1. Right of Way Permits and Waiver of Permit Fees. MetroNet shall: i) install the System, including incremental extensions, in full compliance with the Waconia City Code; ii) not place any portion of the System within public right-of-way without first obtaining applicable right-of-permits from the City and other governmental authorities with jurisdiction; and iii) use existing conduit crossings of public right-of-way when requested by the City to do so provided such conduit crossings have adequate capacity to satisfy MetroNet’s needs. The City shall waive all permit, inspection and other fees required for the initial construction of the System and any incremental extensions of the System. Nothing herein, however, waives the City’s right to collect any amounts associated a franchise including, but not limited to, franchise fees if the System is used to provide services for which the City requires a franchise.

2. Construction of Fiber Routes.

a. At no cost to the City, MetroNet will install dark fiber strands that will be subject to the IRU for the benefit of the City, the number and end point(s) of which are more specifically described in Exhibit A of this Agreement (“City Fibers”).

b. The City Fibers will be constructed so that the City shall have use of and access to the City Fibers at the end points specified in Exhibit A and, if technologically feasible, at appropriate fiber connection points on the route if additional City Fiber lateral routes are desired in the future.

c. MetroNet will terminate the City Fibers at a structure at each location identified in Exhibit A (each a “Location”), at a specific point agreed to by the Parties.

d. Upon the City’s written request, MetroNet will extend the City Fibers into the structure at each Location provided the City, at no cost to MetroNet, (i) provides MetroNet with all access/entry rights needed to do so and (ii) marks the location of all utilities that are not registered with Gopher State One Call.

e. MetroNet shall have no obligation under the terms of this Agreement to perform any routine or non-routine maintenance or repair, relocations or replacements of the City Fibers. Further, MetroNet will not “light” or monitor the City Fibers. For the avoidance of doubt, MetroNet’s obligation under this Agreement is limited to the construction of the City Fibers, as described herein.

3. Term. This Agreement shall take effect on the date first written above and thereafter it shall extend for a period of ten (10) years, renewing thereafter on a year-to-year basis until the earlier of (i) the date

upon which IRU terminates or (ii) the end of the Useful Life of the City Fibers. "Useful Life", as used in this Section, refers to the period that begins on the installation date of the City Fibers and continues until the date when the City Fibers, or any of them, become unusable commercially along a substantial portion of the segments described in Exhibit A due to normal wear over an extended period of time. During the term of this Agreement, the cost to the City for the continuation of the use and access to the City Fibers shall be provided free of charge to the City, excepting any compensation that may be required by any service and maintenance agreement between the City and the County.

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IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

CITY OF WACONIA:

METRONET:

By: _____

By: _____

Name: Kent Bloudek

Name: _____

Title: Mayor

Title: _____

By: _____

Name: Jacqueline Schulze

Title: City Clerk

EXHIBIT A

The City Fibers are four (4) dark fibers between (i) each address listed below (each a “Location A”) and (ii) the nearest accessible splice point on the Carver County fiber network. The City shall have access to the City Fibers at the Location A end points and, if technologically feasible, at appropriate fiber connection points on the route if additional City Fiber lateral routes are desired in the future.

CITY FACILITY

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LS #6	1733 Park Point Rd	GPS Coordinates: 44.84987985, -93.81411127
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US #2	1200 Oak Ave	GPS Coordinates: 44.83789384, -93.81094746
US #3	1255 Waconia Pkwy N	GPS Coordinates: 44.85497183, -93.80799548
US #4	416 Main St E	GPS Coordinates: 44.85063285, -93.77924343



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		November 7, 2022					
Item Name:		2022 4th Quarter Budget Amendments					
Originating Department:		Finance					
Presented by:		Nicole Meyer					
Previous Council Action (if any):							
Item Type (X only one):	Consent	X	Regular Session		Discussion Session		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution No. 2022-285, Approving 2022 4th Quarter Budget Amendments							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Staff reviewed the 2022 operating budgets and recommends budget amendments as outlined in the attached "Exhibit A". The first budget amendment is to the finance wages and benefits line items based on planned hiring of staff verses the actual hiring of staff in 2022. There is not a large credit to the General Fund fund balance with this change, however for budget comparison purposes year to year, it is best to accurately update full and part time wages by department. The second budget amendment is to interfund transfers out of the General Fund and into the Community Center Debt fund. This change also does not have a significant impact on the General Fund fund balance, but it ensures we do not bring additional cash into the debt fund that is not needed to make debt service payments.							
<u>Attachments:</u>							
1. 22285res-Budget_Amendment_master (2).doc 2. Budget Amendments Q4-2022.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
General Fund, Community Center Debt Fund							
Budget Information:				Planning Commission			
_____ Budgeted				Parks and Recreation Board			
X _____ Non Budgeted				Safari Island Advisory Board			
_____ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO 2022-285**

RESOLUTION APPROVING 2022 4th QUARTER BUDGET AMENDMENTS

WHEREAS, the City Council of the City of Waconia, Minnesota adopted the 2022 General, Enterprise, Special Revenue, Capital Projects, and Debt Service Fund budgets on December 20, 2021; and

WHEREAS, changes are recommended to expenditure line items in the General Fund; and

WHEREAS, changes are recommended to revenue line items in the Community Center Debt Fund; and

WHEREAS, City staff recommends budget amendments as identified in the attached document known as “EXHIBIT A”.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Waconia hereby approves the 2022 4th Quarter Budget Amendments as proposed.

Adopted by the City Council of the City of Waconia this 7th day of November, 2022.

Kent Bloudek, Mayor

ATTEST: _____
Jacqueline Schulze, City Clerk

2022 - 4th Quarter Budget Amendments
Amendment Amount/Current Budget/New Budget

"EXHIBIT A"

Department	Line Item	Amount	Current Budget	New Budget	Revenue Expense	Description
General Fund - Finance	Full Time Wages	\$ 61,894.00	\$ 221,349.00	\$ 283,243.00	Expense	Finance originally budgeted a part time accountant and finance clerk position for 2022. After the budget was approved, staff reviewed with the personnel committee a change to a full time position for the accountant instead of part time and not filling the part time finance clerk position in 2022. With the change from full to part time, staff would like to correct the 2022 budget so year to year changes are accurate.
General Fund - Finance	Part Time Wages	\$ (65,697.00)	\$ 158,333.00	\$ 92,636.00	Expense	
General Fund - Finance	FICA/Medicare	\$ 350.00	\$ 31,318.00	\$ 31,668.00	Expense	
General Fund - Finance	PERA Contributions	\$ (285.00)	\$ 28,476.00	\$ 28,191.00	Expense	
General Fund - Finance	Employee Benefits	\$ (723.00)	\$ 57,000.00	\$ 56,277.00	Expense	
General Fund	Fund Balance	\$ (4,461.00)	\$ -	\$ (4,461.00)	Fund Balance	
General Fund - Transfers	Interfund Transfer Out	\$ (3,654.79)	\$ 136,365.00	\$ 132,710.21	Expense	Debt for Safari Island original building improvements was paid off on October 1, 2022. The fund had a small amount of fund balance from transfers over the year from the General Fund. Reducing the interfund transfer out of the General Fund to the Safari Island Debt Fund as there will be no additional cash needs in the fund at this time. Cash will go to fund balance in the General Fund.
General Fund	Fund Balance	\$ 3,654.79	\$ -	\$ 3,654.79	Fund Balance	
Community Center Debt Fund	Interfund Transfer In	\$ (3,654.79)	\$ 136,365.00	\$ 132,710.21	Revenue	Debt for Safari Island original building improvements was paid off on October 1, 2022. The fund had a small amount of fund balance from transfers over the year from the General Fund. Reducing the interfund transfer out of the General Fund to the Safari Island Debt Fund as there will be no additional cash needs in the fund at this time. Cash will go to fund balance in the General Fund.
Community Center Debt Fund	Fund Balance	\$ 3,654.79	\$ -	\$ 3,654.79	Fund Balance	



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		November 7, 2022					
Item Name:		Call Public Hearing - Revision to City's Fee Schedule : Waconia City Code - Chapter 1100					
Originating Department:		Finance					
Presented by:		Nicole Meyer					
Previous Council Action (if any):							
Item Type (X only one):	Consent		Regular Session	X	Discussion Session		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Motion to Call a Public Hearing - Revision to City's Fee Schedule: Waconia City Code - Chapter 1100							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The City Council will hold a public hearing in the Council Chambers located at 201 South Vine Street, Waconia, Minnesota, at 6:00 p.m. on December 5, 2022, to receive public input regarding proposed revisions to the City's fee schedule (Waconia City Code, Chapter 1100). The fee schedule includes the rates charged by the City for licenses, permits, municipal utilities, services, land use applications, penalties, and other items. You can view the proposed fee schedule at City Hall (same address as above) or on the City's website: www.waconia.org. The City invites comments in person at the hearing or written comments can be sent prior to the hearing to Shane Fineran, City Administrator, via U.S. Mail at 201 South Vine Street, Waconia, MN 55387, or via email at sfineran@waconia.org.							
<u>Attachments:</u>							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information:				Planning Commission			
_____ Budgeted				Parks and Recreation Board			
_____ Non Budgeted				Safari Island Advisory Board			
_____ Amendment Required				Other			



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		November 7, 2022					
Item Name:		Authorize City Staff to Obtain Pricing for Utility Vehicle Replacement					
Originating Department:		Fire					
Presented by:		Justin Sorensen					
Previous Council Action (if any):							
Item Type (X only one):	Consent	☒ X	Regular Session	☐	Discussion Session	☐	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Resolution 2022-286 Authorizing City Staff to Obtain Pricing for Utility Vehicle Replacement, CIP Adopt Project #528							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
As part of the 2023 CIP, the Fire Department has a Utility Vehicle replacement (Project #528) budgeted at \$100,000. In 2023, the current 2008 Ford F-350 will be 16 years old. As identified in the Fire Department Capital Replacement Schedule, we anticipate replacing this piece of equipment at 15 years of age in order to update technology and assure that the equipment is serviceable and always ready to respond. This particular unit has a diesel engine that is prone to expensive failure as Public Services had a 2008 with a fuel system failure. Due to the low use of this equipment, cycling it out every 15 years should afford the city a higher resale or trade-in value and allow the department to upgrade to any technology that was not available when the current piece of equipment was purchased. The unit is used as a utility vehicle for towing the UTV trailer, boat trailers, and the antique fire truck trailer. It is also used for hauling dirty gear, hose, and equipment back from fire scenes in order to keep the dirty equipment and gear out of the cabs of the truck. Staff would like to get the City Council's approval to obtain pricing before years end to attempt to stay ahead of the anticipated long lead times on this type of truck and be able to take delivery and have the project completed in 2023. Once quotes are obtained, staff will bring the project forward with the quotes for formal approval.							
<u>Attachments:</u>							
1. 22286res Utility_Vehicle_Resolution.docx							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information:				Planning Commission			
☒ Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			

CITY OF WACONIA

RESOLUTION NO. 2022-286

**RESOLUTION AUTHORIZING CITY STAFF TO OBTAIN EQUIPMENT PRICING
FOR FIRE UTILITY VEHICLE REPLACEMENT**

WHEREAS, replacement of the Fire Department's Utility Vehicle is currently programmed in the 2023 CIP for \$100,000; and

WHEREAS, Fire Department Leadership agrees to ensure that their fleet of equipment is on an appropriate replacement schedule to assure technological compliance and serviceability of its equipment; and

WHEREAS, the City Council will have the opportunity to review the quotes received and ultimately approve or deny the project; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Waconia that City staff are authorized to obtain quotes for the replacement of the Utility Vehicle replacement project currently identified in the CIP as project #528.

Adopted and approved by the City Council of the City of Waconia this 7th day of November 2022.

Kent Bloudek, Mayor

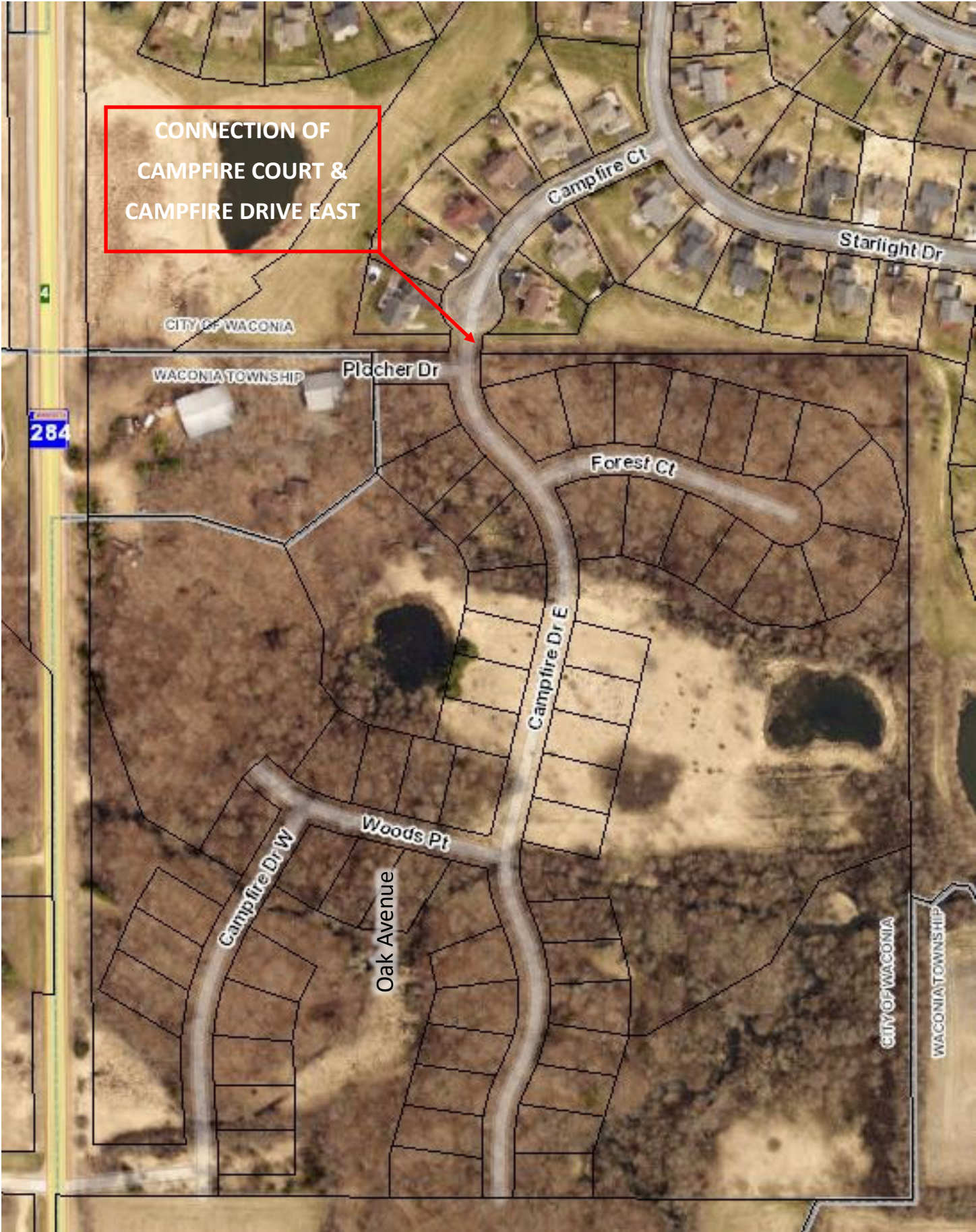
Attest: _____
Jackie Schulze, City Clerk

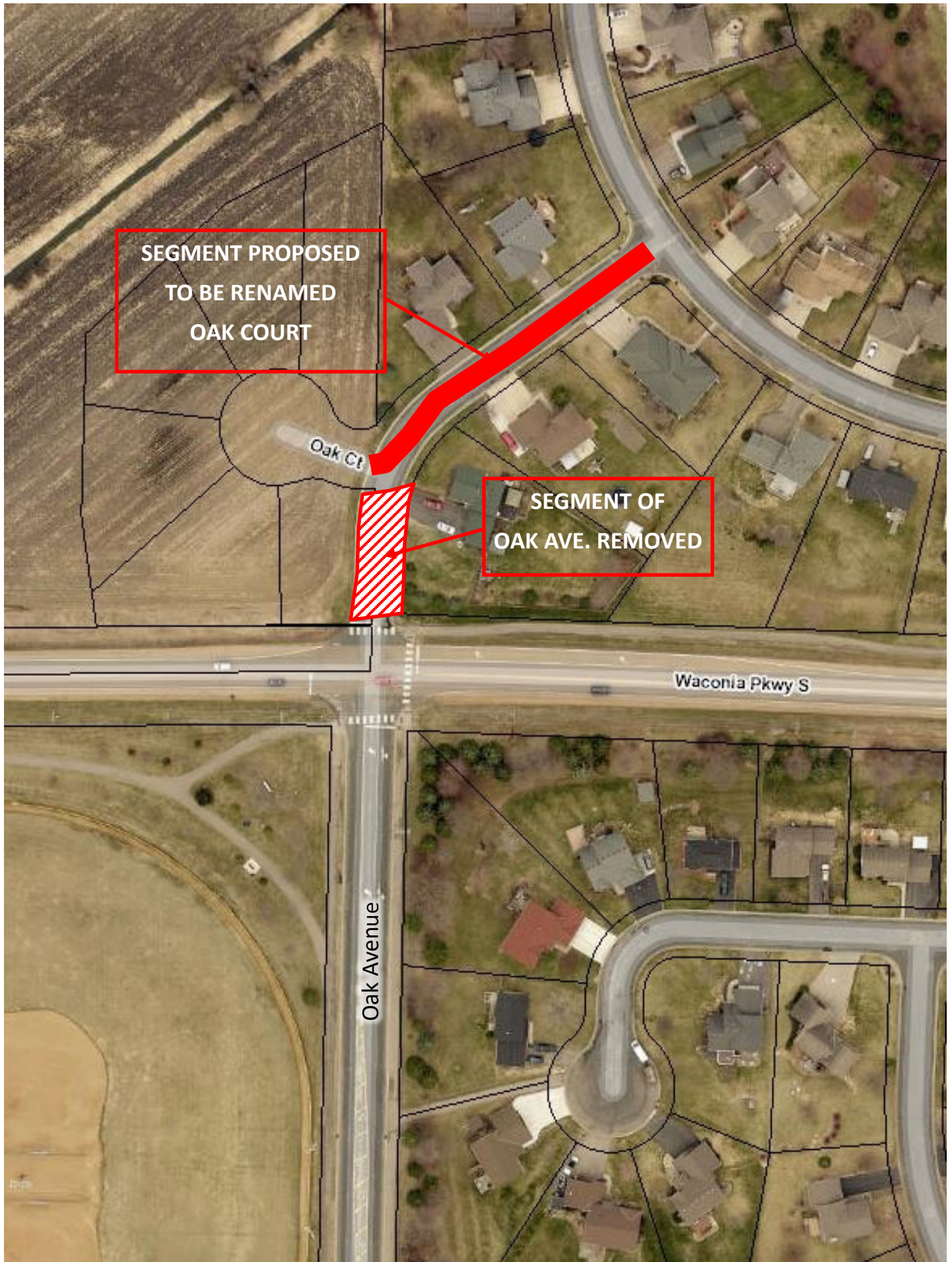


REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		November 7, 2022					
Item Name:		Set Public Hearing Date for Ordinance Amending Street Names for Campfire Court and a section of Oak Avenue - City of Waconia					
Originating Department:		Community Development					
Presented by:		Lane Braaten					
Previous Council Action (if any):							
Item Type (X only one):	Consent	X	Regular Session		Discussion Session		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Motion to approve the attached public hearing notice which establishes a public hearing date of December 5th, 2022 to rename Campfire Court and a section of Oak Avenue.							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
In 2021 the City Council approved multiple phases of the Woodland Creek residential subdivision, which required the developer to connect Campfire Court in the Sierra neighborhood to Campfire Drive East in the new Woodland Creek neighborhood. Additionally in 2021, the City Council approved the Fields residential subdivision, which required that the developer remove a portion of Oak Avenue north of the intersection of Waconia Parkway South. This removal resulted in a portion of Oak Avenue that currently ends in a cul-de-sac when previously it was a through section of roadway. The required connection of Campfire Court to Campfire Drive East, along with the new cul-de-sac associated with Oak Avenue, will require an update of street names and addresses for a number of properties located within these two areas. Minnesota Statutes, §412.221, Subd. 18, grants the City authority to name and rename streets within the City, which is the intent of the request to call for a public hearing to consider the renaming and readdressing of both Campfire Court and the section of Oak Avenue lying north of the parkway. City staff are requesting the City Council, by motion, approve the attached draft public hearing notice calling for a public hearing to consider the renaming of the afore-mentioned sections of City streets resulting in the updating of addresses for applicable properties.							
Attachments:							
1. Location Map_Campfire Court.pdf 2. Location Map_Oak Court.pdf 3. Public Hearing_Ord Changing Street Name.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information:				Planning Commission			
_____ Budgeted				Parks and Recreation Board			
_____ Non Budgeted				Safari Island Advisory Board			
_____ Amendment Required				Other			

LOCATION MAP—CAMPFIRE COURT UPDATE





CITY OF WACONIA, MN
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Waconia, MN, will hold a public hearing on December 5th, 2022 at 6:00 p.m., at the Waconia City Hall, 201 South Vine Street, Waconia, MN, to consider a proposed ordinance amendment to rename Campfire Court to Campfire Drive East and to rename the section of Oak Avenue north of Waconia Parkway South to Oak Court.

Pertinent information pertaining to this request is available at City Hall. Interested persons may submit written or oral comments pertaining to this matter any time prior to the hearing, or at the hearing on December 5th, 2022. Written comments will be distributed to the City Council for review and consideration. Please submit written comments by mail, email or in person as follows:

Mail/in person: Attention: Lane L. Braaten, 201 South Vine Street, Waconia, MN 55387
Email: lbraaten@waconia.org

By: WACONIA CITY COUNCIL

ATTEST: Lane L. Braaten, Community Development Director

(Published in the Waconia Patriot November 24th, 2022)



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	November 7, 2022					
Item Name:	Special Vehicle Ordinance					
Originating Department:	Administration					
Presented by:	Jackie Schulze					
Previous Council Action (if any):	August 3, 2020 – Work Session Review September 8, 2020 – Work Session Review of Ordinance Language October 5, 2020 – Work Session Review of Ordinance Language, Direct Staff to Arrange Public Hearing November 2, 2020 – Public Hearing – Tabled December 7, 2020 – Work Session Review of Revised Ordinance Language, Direct Staff to Arrange Public Hearing for 1/21/2021 January 4, 2021 – Work Session Review of Ordinance Language January 19, 2021 – Public Hearing – Special Vehicle Ordinance February 1, 2021 - Adopt Special Vehicle Ordinance August 15, 2022 - Work Session Review of Current Ordinance and Discussion on Future of Ordinance					
Item Type (X only one):	Consent	X	Regular Session		Discussion Session	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>						
Motion adopting Ordinance 753, Amending Chapter 680 of Waconia City Code						
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>						
In February of 2021, the City Council Adopted Ordinance 737, which added Chapter 680 to the City Code and allowed Special Vehicles. This ordinance had a sunset date of December 31, 2022. At an August 15, 2022 work session to review the ordinance, the City Council directed staff to update the ordinance to make it permanent. The proposed ordinance provides for the following key elements, which are the same as in the previous version: • A permit must be applied, paid for, and obtained from the City for the special vehicle to be allowed on city streets. • Operation of a mini truck, UTV, or Class 2 ATV permissible on City roads with a permit. • Class 1 ATVs can be operated on City roads with a permit for the limited purpose of going in the most direct, practicable route possible from a point outside City limits to the residence of the permit holder within City limits, or from a residence of the permit holder inside City limits to a point outside City limits. • No special vehicles are allowed on City trails, sidewalks, or City land (parks). • The permit application will be reviewed by City Staff. • Permit holders must be 18 years of age or older. • Special vehicles are allowed on Nickle Dickle Day & Lake Waconia Band Festival without a special permit. A parade permit also grants the permit holder the temporary right to operate during the parade, on the parade route. • A person may use a mini truck, UTV, or ATV on a city road in conjunction with plowing snow from private driveways and sidewalks. • The City will set the permit fee in the fee schedule (separate fee for background check).						

Changes to the ordinance include:

- A special vehicle permit is good for three years from date of issuance (previously permits expired December 31, 2022).
- Two permit stickers will be required, one on the front of the vehicle and one on the back, following feedback from the Sheriff's Department (previously only required on the back license plate).

If adopted, City staff will need to continue to educate the community and work with the Sheriff's Office on enforcement.

Attachments:

1. [Ord 753 Special_Vehicles_Ordinance_Update_Non-Redlined.docx](#)
2. [Special Vehicles Ordinance Update Redlined](#)

<i>FINANCIAL IMPLICATIONS:</i>		<i>ADVISORY BOARD RECOMMENDATIONS:</i>	
Funding Sources & Uses:			
Budget Information: _____ Budgeted _____ Non Budgeted _____ Amendment Required	Planning Commission		
	Parks and Recreation Board		
	Safari Island Advisory Board		
	Other		

CITY OF WACONIA
ORDINANCE NO. 753
AN ORDINANCE AMENDING SECTION 680 TO THE WACONIA CITY
CODE REGARDING
SPECIAL VEHICLES

The City Council of the City of Waconia ordains:

FINDINGS AND PURPOSE

Pursuant to Minn. Stat. §169.045, Subd. 1, the city may allow special vehicles to operate on roadways, or portions thereof, under its jurisdiction. Further, pursuant to Minn. Stat. §84.928, Subd. 1(d) the city may prohibit or place limits on the operation of ATVs within the city. The City Council finds it is in the best interests of the City to provide for regulation of special vehicles, allowing some and disallowing others.

CHAPTER 680

SPECIAL VEHICLES

Section

680.01	Authority and Purpose
680.02	Definitions
680.03	Operation of Special Vehicles
680.04	Permits
680.05	Operation
680.06	Penalties

680.01 Authority and Purpose.

Pursuant to Minn. Stat. §169.045, Subd. 1, the city may allow special vehicles, including ATVs, to operate on roadways, or portions thereof, under its jurisdiction. Further, pursuant to Minn. Stat. §84.928, Subd. 1(d) the city may prohibit the operation of ATVs within the city. The purpose of this Chapter is to describe the types of special vehicles that may be operated within the city, the permit required for operation, the process for obtaining the required permit, and the regulations applicable to operation. This ordinance, however, is not intended to allow what the Minnesota Statutes or federal law prohibit or to prohibit what the Minnesota Statutes or federal law expressly allow.

Several provisions of this ordinance refer to Minnesota law. These laws can be found here:
<https://www.revisor.mn.gov/statutes/>

680.02 Definitions.

The following definitions apply to this Chapter:

“ATV” means an “all-terrain vehicle,” as defined by Minn. Stat. §84.92, Subd. 8.

“City land” means real property owned by the city, leased by the city, or dedicated to the city for public use. It does not, however, include real property lying underneath improved city roads,

sidewalks or trails. Examples of city land include city parks, city holding pond areas, and city owned conservation areas.

“City road” means any public road, street, or alley under the city’s jurisdiction and includes both the paved and unpaved portions of the right-of-way.

“Class 1 ATV” means a “class 1 all-terrain vehicle,” as defined by Minn. Stat. §84.92, Subd. 9.

“Class 2 ATV” means a “class 2 all-terrain vehicle,” as defined by Minn. Stat. §84.92, Subd. 10.

“Mini truck” shall have the meaning given it by Minn. Stat. §169.011, Subd. 40(a).

“Parade” means a parade for which the city has issued a parade permit.

“Permit” or “city permit” means a permit to operate a mini truck, UTV or ATV issued pursuant to this Chapter or, as applicable, a permit renewal, except where the context expressly indicates otherwise.

“Sidewalk or trail” means any sidewalk or trail maintained by the city, whether improved or unimproved.

“UTV” means a “utility task vehicle,” as defined in Minn. Stat. §169.045, Subd. 1 (3).

680.03 Operation of Special Vehicles

Subd. 1 Prohibitions.

- A. Mini trucks. No person shall operate a mini truck on a city road without a permit.
- B. UTVs. No person shall operate a UTV on a city road without a permit.
- C. ATV’s. No person shall operate an ATV on a city road without a permit.
- D. Golf Carts. No person shall operate a golf cart on a city road. Golf carts are not eligible for city permits and are never allowed on city roads.
- E. Sidewalks and Trails. No person shall operate a mini truck, UTV, ATV or golf cart on a city sidewalk or trail. Use of such special vehicles on sidewalks and trails is never allowed.
- F. City Land. No person shall operate a mini truck, UTV, ATV or golf cart on city land. Use of such special vehicles on city land is never allowed.

Subd. 2 Operation of a Mini Truck, UTV or Class 2 ATV with a Permit. A person holding a valid city permit may operate a mini truck, UTV or Class 2 ATV on city roads and may cross state and federal roads at designated intersections. Except for such crossings, nothing in this Chapter authorizes the operation of such vehicles on state or federal roads.

Subd. 3 Operation of a Class 1 ATV with a Permit for Access Purposes. A person holding a valid city permit may operate a Class 1 ATV on city roads for the limited purpose of going in the most direct, practicable route possible from a point outside from city limits to the residence of the permit holder within the city limits, or from the residence of the permit holder inside the city limits to a specific destination outside the city limits. State and federal roads may be crossed at designated intersections. Except for such crossings, nothing in this Chapter authorizes the operation of Class 1 ATVs on state or federal roads.

Subd. 4 Exceptions. The following exceptions apply to the prohibitions listed in Subd. 1 above:

- A. City Operation. City staff may operate mini trucks, UTVs, ATVs and golf carts anywhere without a permit when conducting city business. City contractors may operate mini trucks, UTVs, ATVs and golf carts anywhere without a permit to the extent such operation is necessary for the performance of a city project.
- B. Parades. A parade permit issued by the city grants such permit holder the temporary right to operate mini trucks, UTVs, ATVs and golf carts during the parade on the parade route.
- C. Special Events. A permit issued by the city for the Lake Waconia Band Festival or Nickle Dickle Day grants such permit holder the temporary right to operate mini trucks, UTVs, ATVs and golf carts during the festival at the festival location.
- D. Snow Plowing. A person may use a mini truck, UTV, or ATV on a city road in conjunction with plowing snow from private driveways and sidewalks. Permitted use includes entering onto a city road adjacent to a private driveway or sidewalk to plow snow from the area where the driveway or sidewalk meets the city road. Permitted use also includes traveling from one snow plowing location to another using the most direct, practicable route possible.

680.04 Permits.

Subd. 1 Forms. Each application for a permit shall be made at the office of the City Clerk using forms supplied by the city.

Subd. 2 Permit Required for Each Operator. Each individual that desires to operate a mini truck, UTV, or ATV on a city road must obtain a permit and pay the applicable permit fee. If a mini truck, UTV, or ATV will be operated by multiple individuals, permit applications should be submitted together, if possible. Each permit shall name the specific mini truck, UTV, or ATV the individual is allowed to operate.

Subd. 3 Required Information. Each application for a permit shall contain the following:

- A. Name of applicant;
- B. Birthday of applicant;
- C. Street address of applicant;
- D. Email address of applicant;
- E. Phone number of applicant;
- F. Model name, make, year and serial number of the special vehicle for which the permit is sought;
- G. Current driver's license number and date of expiration (or reason for not having a current driver's license).
- H. Proof of liability insurance as required by Minnesota law; and
- I. Any other information the City Clerk or his/her designee may require.

Subd. 4 False Statements and Omissions. If an applicant for a permit intentionally makes a false statement or material omission on any application for a permit, the false statement or material omission shall constitute cause for denial of the permit. If the false statement or material omission is discovered after a permit has issued, the City Council may suspend or revoke the permit.

Subd. 5 Conditions of Issuance for All Permits. No permit shall issue unless the following conditions have been met:

- A. The applicant is at least 18 years old; and
- B. The applicant has provided evidence of insurance as required by Minnesota law.

Subd. 6 Permit Period. Each permit issued shall be effective for three years from the date of issuance. A new permit must be applied for at the end of the three years.

Subd. 7 Application and Permit Fees. If an application for a permit is granted, the applicant shall pay a permit fee when the permit is issued. The annual permit fee shall be the amount listed in Chapter 1100 of the Code.

Subd. 8 Permit Sticker/Card. The City Clerk shall provide each permit holder with two stickers to affix to the mini truck, UTV, or ATV and a proof of permit card. If multiple people desire to operate a mini truck, UTV, or ATV, the same stickers shall be issued for the vehicle and a proof of permit card shall be provided to each permit holder. The permit sticker shall be affixed to the vehicle's registration/license plate on the back and in a location of choice on the front, as long as it is visible.

Subd. 9 Revocation. The City Council may suspend or revoke a permit at any time if it finds the permit holder violated any provision of this Chapter or Minn. Stat. Chapter 169, or if there is evidence the permit holder cannot safely operate the mini truck, UTV, or ATV. If the City Council revokes a permit, the permit holder shall immediately surrender and return any permit sticker/card to the City Clerk. The permit holder shall be allowed a reasonable opportunity present evidence to the City Council and contest the proposed revocation before the City Council acts.

Subd. 10 No Refunds. If a permit is issued and only used for a portion of the permit period, no refund shall be given. If a permit is issued and then revoked or suspended, no refund shall be given.

680.05 Operation.

Subd. 1 General Requirements. No person shall operate a mini truck, UTV, or ATV on a city road unless all of the following requirements are met:

- A. A current permit sticker issued pursuant to this Chapter is affixed to the vehicle's registration/license plate as well as to the front of the vehicle in a visible location;
- B. The person operating the mini truck, UTV, or ATV is at least 18 years old and has a valid permit card issued by the city to immediately provide to law enforcement;

- C. The person operating the mini truck, UTV, or ATV has current proof of insurance available to immediately provide to law enforcement;
- D. The number of occupants using the mini truck, UTV, or ATV does not exceed the occupant or weight load specified by the manufacturer;
- E. The person operating the mini truck, UTV, or ATV is not doing so in inclement weather conditions or at any time when there is insufficient light to clearly see persons and vehicles on the roadway at a distance of 500 feet;
- F. The mini truck, UTV, or ATV has a rear-view mirror providing the driver with adequate vision from behind as required by Minn. Stat. § 169.70; and
- G. The person operating the mini truck, UTV, or ATV is doing so in full compliance with Section 680.03 of this Chapter and all laws found in Minn. Stat., Chapter 169, except such laws that cannot reasonably be applied to the mini truck, UTV, or ATV and except as otherwise specifically provided in Minn. Stat. §169.045, Subd.7.

Subd. 2 Additional Requirements for ATVs and UTVs. In addition to the requirements set forth in Subd. 1 above, no person shall operate an ATV or UTV on a city road:

- A. Between sunset and sunrise unless an emergency exists or the vehicle is equipped with original equipment headlights, taillights, and rear-facing brake lights; or
- B. Without a helmet, if required by Minnesota law.

Subd. 3 Additional Requirements for Mini trucks. In addition to the requirements set forth in Subd. 1 above, mini trucks operated on city roads must have all of the following equipment in working condition and used in compliance with Minnesota law:

- A. At least two headlights;
- B. At least two tail lamps;
- C. Front and rear turn-signal lamps;
- D. An exterior mirror mounted on the driver's side of the vehicle and either an exterior mirror mounted on the passenger's side of the vehicle or an interior mirror;
- E. A windshield;
- F. A seat belt for the driver and front passenger; and
- G. A parking brake.

680.06 Penalties.

When Minnesota law provides a penalty for a violation of this Chapter, such penalty shall control. In all other cases, Waconia City Code, Chapter 102 shall apply.

SUMMARY

The following official summary of Ordinance No. 753 has been approved by the City Council of the City of Waconia as clearly informing the public as to the intent and effective date of the Ordinance:

CITY OF WACONIA Ordinance No. 753 amends Chapter 680 to the Waconia City Code and regulates the use of special vehicles on City streets. Effective January 1, 2023, mini-trucks, UTVs, and Class 2 ATVs are continued to be allowed on City streets with a permit. Class 1 ATVs will be allowed on City streets with a permit for access purposes only. All eligible vehicles must file and pay for a permit with the City and permit holders be at least 18 years of age. Special vehicles will be allowed on City streets for Nickle Dickle Day and the Waconia Band Festival and will also be permitted on City streets for snow plowing purposes. No special vehicles are allowed on City sidewalks and trails or on City land. Registration, permits, and stickers are good for three years from date of issuance.

When the summary is published, the publication shall indicate that the published material is only a summary and that the full text of the ordinance is available for public inspection at a designated location or by standard or electronic mail.

EFFECTIVE DATE

This ordinance is effective January 1, 2023.

Passed and adopted by the City Council of the City of Waconia this 7th day of November, 2022.

Kent Bloudek, Mayor

ATTEST: _____
Jackie Schulze, Clerk

CITY OF WACONIA
ORDINANCE NO.
XXX
AN ORDINANCE AMENDING SECTION 680 TO THE WACONIA CITY
CODE REGARDING
SPECIAL VEHICLES

The City Council of the City of Waconia ordains:

FINDINGS AND PURPOSE

Pursuant to Minn. Stat. §169.045, Subd. 1, the city may allow special vehicles to operate on roadways, or portions thereof, under its jurisdiction. Further, pursuant to Minn. Stat. §84.928, Subd. 1(d) the city may prohibit or place limits on the operation of ATVs within the city. The City Council finds it is in the best interests of the City to provide for regulation of special vehicles, allowing some and disallowing others.

CHAPTER 680

SPECIAL VEHICLES

Section

680.01	Authority and Purpose
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680.06	Penalties

680.01 Authority and Purpose.

Pursuant to Minn. Stat. §169.045, Subd. 1, the city may allow special vehicles, including ATVs, to operate on roadways, or portions thereof, under its jurisdiction. Further, pursuant to Minn. Stat. §84.928, Subd. 1(d) the city may prohibit the operation of ATVs within the city. The purpose of this Chapter is to describe the types of special vehicles that may be operated within the city, the permit required for operation, the process for obtaining the required permit, and the regulations applicable to operation. This ordinance, however, is not intended to allow what the Minnesota Statutes or federal law prohibit or to prohibit what the Minnesota Statutes or federal law expressly allow.

Several provisions of this ordinance refer to Minnesota law. These laws can be found here:

<https://www.revisor.mn.gov/statutes/>

680.02 Definitions.

The following definitions apply to this Chapter:

“ATV” means an “all-terrain vehicle,” as defined by Minn. Stat. §84.92, Subd. 8.

“City land” means real property owned by the city, leased by the city, or dedicated to the city for public use. It does not, however, include real property lying underneath improved city roads,

sidewalks or trails. Examples of city land include city parks, city holding pond areas, and city owned conservation areas.

“City road” means any public road, street, or alley under the city’s jurisdiction and includes both the paved and unpaved portions of the right-of-way.

“Class 1 ATV” means a “class 1 all-terrain vehicle,” as defined by Minn. Stat. §84.92, Subd. 9.

“Class 2 ATV” means a “class 2 all-terrain vehicle,” as defined by Minn. Stat. §84.92, Subd. 10.

“Mini truck” shall have the meaning given it by Minn. Stat. §169.011, Subd. 40(a).

“Parade” means a parade for which the city has issued a parade permit.

“Permit” or “city permit” means a permit to operate a mini truck, UTV or ATV issued pursuant to this Chapter or, as applicable, a permit renewal, except where the context expressly indicates otherwise.

“Sidewalk or trail” means any sidewalk or trail maintained by the city, whether improved or unimproved.

“UTV” means a “utility task vehicle,” as defined in Minn. Stat. §169.045, Subd. 1 (3).

680.03 Operation of Special Vehicles

Subd. 1 Prohibitions.

- A. Mini trucks. No person shall operate a mini truck on a city road without a permit.
- B. UTVs. No person shall operate a UTV on a city road without a permit.
- C. ATV’s. No person shall operate an ATV on a city road without a permit.
- D. Golf Carts. No person shall operate a golf cart on a city road. Golf carts are not eligible for city permits and are never allowed on city roads.
- E. Sidewalks and Trails. No person shall operate a mini truck, UTV, ATV or golf cart on a city sidewalk or trail. Use of such special vehicles on sidewalks and trails is never allowed.
- F. City Land. No person shall operate a mini truck, UTV, ATV or golf cart on city land. Use of such special vehicles on city land is never allowed.

Subd. 2 Operation of a Mini Truck, UTV or Class 2 ATV with a Permit. A person holding a valid city permit may operate a mini truck, UTV or Class 2 ATV on city roads and may cross state and federal roads at designated intersections. Except for such crossings, nothing in this Chapter authorizes the operation of such vehicles on state or federal roads.

Subd. 3 Operation of a Class 1 ATV with a Permit for Access Purposes. A person holding a valid city permit may operate a Class 1 ATV on city roads for the limited purpose of going in the most direct, practicable route possible from a point outside from city limits to the residence of the permit holder within the city limits, or from the residence of the permit holder inside the city limits to a specific destination outside the city limits. State and federal roads may be crossed at designated intersections. Except for such crossings, nothing in this Chapter authorizes the operation of Class 1 ATVs on state or federal roads.

Subd. 4 Exceptions. The following exceptions apply to the prohibitions listed in Subd. 1 above:

- A. City Operation. City staff may operate mini trucks, UTVs, ATVs and golf carts anywhere without a permit when conducting city business. City contractors may operate mini trucks, UTVs, ATVs and golf carts anywhere without a permit to the extent such operation is necessary for the performance of a city project.
- B. Parades. A parade permit issued by the city grants such permit holder the temporary right to operate mini trucks, UTVs, ATVs and golf carts during the parade on the parade route.
- C. Special Events. A permit issued by the city for the Lake Waconia Band Festival or Nickle Dickle Day grants such permit holder the temporary right to operate mini trucks, UTVs, ATVs and golf carts during the festival at the festival location.
- D. Snow Plowing. A person may use a mini truck, UTV, or ATV on a city road in conjunction with plowing snow from private driveways and sidewalks. Permitted use includes entering onto a city road adjacent to a private driveway or sidewalk to plow snow from the area where the driveway or sidewalk meets the city road. Permitted use also includes traveling from one snow plowing location to another using the most direct, practicable route possible.

680.04 Permits.

Subd. 1 Forms. Each application for a permit shall be made at the office of the City Clerk using forms supplied by the city.

Subd. 2 Permit Required for Each Operator. Each individual that desires to operate a mini truck, UTV, or ATV on a city road must obtain a permit and pay the applicable permit fee. If a mini truck, UTV, or ATV will be operated by multiple individuals, permit applications should be submitted together, if possible. Each permit shall name the specific mini truck, UTV, or ATV the individual is allowed to operate.

Subd. 3 Required Information. Each application for a permit shall contain the following:

- A. Name of applicant;
- B. Birthday of applicant;
- C. Street address of applicant;
- D. Email address of applicant;
- E. Phone number of applicant;
- F. Model name, make, year and serial number of the special vehicle for which the permit is sought;
- G. Current driver's license number and date of expiration (or reason for not having a current driver's license).
- H. Proof of liability insurance as required by Minnesota law; and
- I. Any other information the City Clerk or his/her designee may require.

Subd. 4 False Statements and Omissions. If an applicant for a permit intentionally makes a false statement or material omission on any application for a permit, the false statement or material omission shall constitute cause for denial of the permit. If the false statement or material omission is discovered after a permit has issued, the City Council may suspend or revoke the permit.

Subd. 5 Conditions of Issuance for All Permits. No permit shall issue unless the following conditions have been met:

- A. The applicant is at least 18 years old; and
- B. The applicant has provided evidence of insurance as required by Minnesota law.

Subd. 6 Permit Period. Each permit issued shall be effective for three years from the date of issuance. A new permit must be applied for at the end of the three years.

Subd. 7 Application and Permit Fees. If an application for a permit is granted, the applicant shall pay a permit fee when the permit is issued. The annual permit fee shall be the amount listed in Chapter 1100 of the Code.

Subd. 8 Permit Sticker/Card. The City Clerk shall provide each permit holder with two stickers to affix to the mini truck, UTV, or ATV and a proof of permit card. If multiple people desire to operate a mini truck, UTV, or ATV, the same stickers shall be issued for the vehicle and a proof of permit card shall be provided to each permit holder. The permit sticker shall be affixed to the vehicle's registration/license plate on the back and in a location of choice on the front, as long as it is visible.

Subd. 9 Revocation. The City Council may suspend or revoke a permit at any time if it finds the permit holder violated any provision of this Chapter or Minn. Stat. Chapter 169, or if there is evidence the permit holder cannot safely operate the mini truck, UTV, or ATV. If the City Council revokes a permit, the permit holder shall immediately surrender and return any permit sticker/card to the City Clerk. The permit holder shall be allowed a reasonable opportunity present evidence to the City Council and contest the proposed revocation before the City Council acts.

Subd. 10 No Refunds. If a permit is issued and only used for a portion of the permit period, no refund shall be given. If a permit is issued and then revoked or suspended, no refund shall be given.

680.05 Operation.

Subd. 1 General Requirements. No person shall operate a mini truck, UTV, or ATV on a city road unless all of the following requirements are met:

- A. A current permit sticker issued pursuant to this Chapter is affixed to the vehicle's registration/license plate as well as to the front of the vehicle in a visible location;
- B. The person operating the mini truck, UTV, or ATV is at least 18 years old and has a valid permit card issued by the city to immediately provide to law enforcement;

- C. The person operating the mini truck, UTV, or ATV has current proof of insurance available to immediately provide to law enforcement;
- D. The number of occupants using the mini truck, UTV, or ATV does not exceed the occupant or weight load specified by the manufacturer;
- E. The person operating the mini truck, UTV, or ATV is not doing so in inclement weather conditions or at any time when there is insufficient light to clearly see persons and vehicles on the roadway at a distance of 500 feet;
- F. The mini truck, UTV, or ATV has a rear-view mirror providing the driver with adequate vision from behind as required by Minn. Stat. § 169.70; and
- G. The person operating the mini truck, UTV, or ATV is doing so in full compliance with Section 680.03 of this Chapter and all laws found in Minn. Stat., Chapter 169, except such laws that cannot reasonably be applied to the mini truck, UTV, or ATV and except as otherwise specifically provided in Minn. Stat. §169.045, Subd.7.

Subd. 2 Additional Requirements for ATVs and UTVs. In addition to the requirements set forth in Subd. 1 above, no person shall operate an ATV or UTV on a city road:

- A. Between sunset and sunrise unless an emergency exists or the vehicle is equipped with original equipment headlights, taillights, and rear-facing brake lights; or
- B. Without a helmet, if required by Minnesota law.

Subd. 3 Additional Requirements for Mini trucks. In addition to the requirements set forth in Subd. 1 above, mini trucks operated on city roads must have all of the following equipment in working condition and used in compliance with Minnesota law:

- A. At least two headlights;
- B. At least two tail lamps;
- C. Front and rear turn-signal lamps;
- D. An exterior mirror mounted on the driver's side of the vehicle and either an exterior mirror mounted on the passenger's side of the vehicle or an interior mirror;
- E. A windshield;
- F. A seat belt for the driver and front passenger; and
- G. A parking brake.

680.06 Penalties.

When Minnesota law provides a penalty for a violation of this Chapter, such penalty shall control. In all other cases, Waconia City Code, Chapter 102 shall apply.

SUMMARY

The following official summary of Ordinance No. XXX has been approved by the City Council of the City of Waconia as clearly informing the public as to the intent and effective date of the Ordinance:

CITY OF WACONIA Ordinance No. XXX amends Chapter 680 to the Waconia City Code and regulates the use of special vehicles on City streets. Effective January 1, 2023, mini-trucks, UTVs, and Class 2 ATVs are continued to be allowed on City streets with a permit. Class 1 ATVs will be allowed on City streets with a permit for access purposes only. All eligible vehicles must file and pay for a permit with the City and permit holders be at least 18 years of age. Special vehicles will be allowed on City streets for Nickle Dickle Day and the Waconia Band Festival and will also be permitted on City streets for snow plowing purposes. No special vehicles are allowed on City sidewalks and trails or on City land. Registration, permits, and stickers are good for three years from date of issuance.

When the summary is published, the publication shall indicate that the published material is only a summary and that the full text of the ordinance is available for public inspection at a designated location or by standard or electronic mail.

EFFECTIVE DATE

This ordinance is effective January 1, 2023.

Passed and adopted by the City Council of the City of Waconia this 7th day of November, 2022.

Kent Bloudek, Mayor

ATTEST: _____
Jackie Schulze, Clerk



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	November 7, 2022
Item Name:	Hiring of Probationary Firefighters
Originating Department:	Administration
Presented by:	Jackie Schulze

Previous Council Action (if any):

Item Type (X only one):	Consent	☒ X	Regular Session	☐	Discussion Session	☐
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RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED *(Include motion in proper format.)*

Adopt Resolution 2022-287, authorizing hire of probationary firefighters.

EXPLANATION OF AGENDA ITEM *(Include a description of background, benefits, and recommendations.)*

The Waconia Fire Department conducts an annual hiring process for probationary firefighters that occurs in the spring of each year. In addition, firefighters with previous experience are welcome to apply at anytime. We've recently received applications from several firefighters with previous firefighting experience. These candidates have been interviewed and gone through the pre-employment process, which includes a psychological evaluation, physical/medical, and background check.

Having experienced, trained firefighters join our department is a huge benefit to the City of Waconia, as these firefighters bring with them years of knowledge and experience from their previous departments. They do not go through the Carver County firefighter academy, which serves as a cost-savings to the City, as well. This is especially important as we have several firefighters who are eligible to retire currently on the department, which adds up to decades of experience and knowledge. There is however, still learning and training these new firefighters will have to do, to learn about the City of Waconia and our specific department.

Upon hire, experienced firefighters serve a six-month probationary period. Following completion of this probationary period, these firefighters move off probationary status following City Council approval.

Staff recommends the appointment of the following firefighters, effective November 7, 2022:

- Anthony Kuczek
- Aaron Jurek
- Michael Eaton

Attachments:

1. [22287res Appointment_of_Firefighters_11.7.22.docx](#)

FINANCIAL IMPLICATIONS: Funding Sources & Uses:	ADVISORY BOARD RECOMMENDATIONS:	
Budget Information:	Planning Commission	
_____ Budgeted	Parks and Recreation Board	
_____ Non Budgeted	Safari Island Advisory Board	
_____ Amendment Required	Other	

**CITY OF WACONIA
RESOLUTION NO. 2022 - 287**

**RESOLUTION AUTHORIZING THE
HIRING OF PROBATIONARY FIREFIGHTERS**

WHEREAS, there are multiple vacant firefighter positions within the Waconia Fire Department; and

WHEREAS, experienced firefighter candidates recently submitted applications and went through the preemployment process including interviews, background check, driving check, physical, and psychological evaluation; and

WHEREAS, the recommendation is to hire the following individuals as probationary firefighters (six month probation) with a start date of November 7, 2022:

Michael Eaton
Aaron Jurek
Anthony Kuczek

NOW, THEREFORE, BE IT RESOLVED, that, the City Council of Waconia hereby approves the hiring of seven probationary firefighter, effective November 7, 2022.

Adopted by the City Council of the City of Waconia this 7th day of November, 2022.

Kent Bloudek, Mayor

Attest: _____
Jackie Schulze, City Clerk



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		November 7, 2022					
Item Name:		Approve Towing Fee Schedule for Winter Parking Violations					
Originating Department:		Public Services					
Presented by:		Craig Eldred					
Previous Council Action (if any):		None					
Item Type (X only one):	Consent	☒ X	Regular Session	☐	Discussion Session	☐	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution 2022-288; Approving Fee Schedule for 2022-2023 Towing Services Provided by Colony Plaza							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Annually, staff work with Colony Plaza on review of towing fee's for removal of vehicles non-compliant with City Parking Ordinances. Removal or towing of vehicles may occur for Winter Operations of Snow, Special Project signed in advance, Non-Conforming to Parking Requirements set forth by Ordinance, and General Tow's requested by Staff. The following costs will structured as part of Municipal Ordinance 1100, or City Fee Schedule for the remainder of 2022 and all-year for Calendar Year 2023 for towing services. Staff recommends approval of the Towing Fee's as provided.							
Items				Costs			
Towing & Administration				160.00			
City Hall Administration				83.00			
Public Services, Storage				40.00/Day *Subject to Multiple Day Charges			
Public Services, Administration				85.00			
Minimum Charge				368.00			
Attachments:							
1. 22288res_-_Towing_Fees_2022-2023_Resolution.doc							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Contract Services							
Budget Information:				Planning Commission			
☒ Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2022-288**

**RESOLUTION AUTHORIZING APPROVAL OF MUTUAL AGREEMENT FOR 2022-2023
TOWING SERVICES PROVIDED BY COLONY PLAZA OF WACONIA**

WHEREAS, one of the City's Priorities for Infrastructure is "Plan for Management, Maintenance, and Improvements to Current and Future Physical Assets"; and

WHEREAS, the City annually works with Colony Plaza on vehicle removal to conduct winter maintenance and other special projects or events; and

WHEREAS, staff has reviewed fees associated with the process with Colony Plaza and ensured compliance with the City's Fee Schedule as listed in Ordinance 1100; and

WHEREAS, both parties support the financial terms within the mutual agreement allowing ease of service and for financial purposes.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of mutual agreement for 2022-2023 towing services provided by Colony Plaza of Waconia.

Adopted by the City Council of the City of Waconia this 7th day of November, 2022.

Kent Bloudek, Mayor

Attest: _____
Jackie Schulze, City Clerk



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		November 7, 2022					
Item Name:		Approve Snow Removal Agreement					
Originating Department:		Public Services					
Presented by:		Craig Eldred					
Previous Council Action (if any):		None					
Item Type (X only one):	Consent	☒ X	Regular Session	☐	Discussion Session	☐	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution 2022-289; Approval of 2022-2023 Snow Removal Agreement With Henning Excavating							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Annually, staff requests pricing for snow removal hauling assistance for winter operations for Downtown and at time Cul-de-sac's throughout the community. We received one price from Henning Excavating for hauling covering the winter operation period of Fall-2022 through Spring-2023. Attached is a copy of the City Form with a cost of \$150.00/Hr. for said services. The pricing is consistent with what we have previously paid for snow removal hauling operations. Staff would recommend approval of this request of Council action allowing for support of managing snow removal operations effectively for the up-coming winter season. Attachments: 1. 22289res Approval_of_2022_-_2023_Snow_Removal_Agreement_Resolution.doc 2. Henning Excavating.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Contract Services; Street Operations Budget							
Budget Information: ☒ Budgeted ☐ Non Budgeted ☐ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			

**CITY OF WACONIA
RESOLUTION NO. 2022-289**

**RESOLUTION AUTHORIZING 2022-2023 SNOW REMOVAL CONTRACT WITH HENNING
EXCAVATING**

WHEREAS, a quote was requested and received for the winter season Fall 2022 through Spring 2023 for trucking and snow removal activities; and

WHEREAS, staff recommends the award of the agreement to Henning Excavating; and

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes the Fall 2022 through Spring 2023 Snow removal agreement to Henning Excavating subject to the terms contained in the specifications.

Adopted by the City Council of the City of Waconia this 7th day of November, 2022.

Kent Bloudek, Mayor

Attest: _____
Jackie Schulze, City Clerk

CITY OF WACONIA
SNOW REMOVAL SPECIFICATIONS
2022-2023 Calendar Year Snow Removal Operations

Sealed quotes will be accepted by the City of Waconia for snow removal operations for a one-year term for the period of winter season. These quotes will be accepted until **11:00 a.m. on October 14th, 2022**. The outside of the quote envelope must be clearly marked in the lower left hand corner: **"SEALED QUOTE – SNOW REMOVAL"**

Quotes must be mailed or delivered to:

City of Waconia, Attention: Public Services Director, 310 Tenth Street East, Waconia, MN 55387.
You may email them to celdred@waconia.org

QUOTE PROPOSAL

The undersigned, Henning Excavating, as provider of the quote, proposes and agrees to furnish all
(Name of Individual or Firm)

labor and trucks to assist in snow removal from the streets of the City of Waconia during the winter seasons of Fall 2022 & Spring of 2023, under the following conditions:

1. Snow removal operations will commence within 12 hours of notification by designated representative of the City of Waconia.
2. Snow removal is to occur during the hours designated by representatives of the City of Waconia.
3. Hours of operation will be turned into Public Services Director or his designee for payment. City supplied invoice will be e-mailed to awarded contractor for verification of hours with payment to follow upon City Council approval.
4. Payments of service will be approved by City Council on either the First Monday, or Third Monday of the Month.

EQUIPMENT: The provider of this quote shall list and describe the equipment to be used in the snow removal operations:

***Note: You must have a minimum of a tandem truck or larger. The City will work with the awarded Contractor on the number of truck necessary based upon Municipal Streets added to its Street or Sidewalk Systems. In this situation, more than one vendor, or hauler may be awarded.**

Minimum; Tandem Axel Dump Trucks Units Available Cost per hour \$150.⁰⁰ Min Hrs.

QUOTE PROPOSAL: Those providing quotes shall list their best competitive price for snow removal operations in a "per hour" form, and, as an option, in another form, if desired.

The City of Waconia, at its option, may use its own trucks, operation(s) or other City owned or rented equipment for removal of snow. Any use of subcontractors by the quote winner requires prior written approval by the City of Waconia.

Those providing quotes must provide evidence of having public liability insurance in the amount of at least \$1,000,000 for injury, including accidental death to any person, in the amount of not less than \$600,000 for any one accident, property damage in the amount of not less than \$300,000, and proof of workers' compensation insurance in the amount prescribed by State Statute Chapter 176, saving harmless the City of Waconia, its officers, employees and authorized agents against any costs, disbursements or expenses of defending the same, arising out of or by reason of improper performance or compliance with applicable City ordinances.

It is further agreed that should the insurance coverage provided prove inadequate in amount, the quote winner shall indemnify and save harmless the City of Waconia, its officers, employees or agents.

The quote winner shall provide a performance bond to the City in the amount of not less than \$2,500 to insure against damage by the quote winner, its employees or subcontractors, to any City owned or controlled property, including street surfacing materials and curbing and gutters, sewer manholes and covers, water valves and boxes.

It is understood and agreed that this proposal may not be withdrawn within thirty (30) days after the quote closing date and that the City reserves the right to reject any and all quotes and to waive any informalities in the quotes or specifications.

QUOTE WINNER SHALL NOT BE PAID FOR "DOWN TIME" OR "BREAK TIME". STREET SUPERVISOR WILL CHECK TIME AND NUMBER OF UNITS USED.

Date: 10-31-22

Name of Company: Henning Excavating

Phone #: 612-719-0736

Signature of Representative: Dennis Henning

Address: 17510 62nd Street

City: New Germany

State: Mn. Zip: 55367



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		November 7, 2022				
Item Name:		Economic Development Program Policies				
Originating Department:		Administration				
Presented by:		Shane Fineran				
Previous Council Action (if any):						
Item Type (X only one):	Consent		Regular Session		Discussion Session	X
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>						
Adopt Resolution 2022-290, Approving Economic Development Program Policies and Funding						
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>						
An adopted strategic priority of the City Council is "Effective Growth Management" with a desired outcome of downtown vitality. To support this priority the City Council directed staff to engage with business and property owners to assist in crafting a downtown stability program as identified in the strategic initiatives and action plan. Over the summer staff convened four sessions with a group of small business owners, property owners, and Chamber of Commerce representation to discuss and review potential policies and program samples to meet desired targets and outcomes. Three separate programs were developed that target the downtown commercial core, commercial & industrial sectors, and small business start-ups with an eye toward impactful program support, tax base vitality, and job creation. The three programs will be pilot programs and will allow the City Council to track and evaluate the impacts that these programs have. The programs will be funded with uncommitted fund balance targeted for economic development within the community. The pilot period will also allow the ramping of investment into the programs via sustainable sources if the programs continue. The uncommitted funds currently do not have an identified funding source and decisions past the pilot period will be dependent upon tax levy support for grant type programs with loan programs being sustainable through the repayment of loan funds. Highlights of the program policies are as follows: Façade Improvement Grant Program Requires a 50/50 match with business or property owner with up to \$5,000 grant funds for eligible exterior façade improvements on buildings in the downtown core. Eligible projects could include exterior painting, exterior tuck pointing, window/door replacement, awning and signage, and accessibility improvements. This program will be piloted with an initial \$50,000 investment. Small Business Start-up Grant Program Grant funds up to \$5,000 for new small business start-up located in the downtown core providing retail, and food/beverage service to the general public. These must be new businesses in their first 3-12 months of operation and eligible expenses include marketing, payroll, operating supplies, and professional services expenses related to running a business. This program will be piloted with an initial \$50,000 investment. Waconia Works Loan Program This program will be a complimentary loan program to the existing Revolving Loan Fund program which can provide up to \$50,000 in low interest loan funds for commercial or industrial projects located throughout the city. It provides a low risk funding source for acquisition, expansion, leasehold improvements, trade fixture acquisition or upgrades. The program will be piloted with an initial \$200,000 investment with re-payment of loan funds making this program sustainable.						

If approved, these programs would become effective January 1, 2023 with applications being developed and marketing to occur prior to the end of the year.

Attachments:

1. [22290res_Econ_Dev_Program_RES.doc](#)
2. [Facade improvement program.docx](#)
3. [Start Up Grant Program.docx](#)
4. [Waconia Works Loan Program.docx](#)

<i>FINANCIAL IMPLICATIONS:</i>		<i>ADVISORY BOARD RECOMMENDATIONS:</i>	
Funding Sources & Uses:			
Economic Development Fund			
Budget Information:		Planning Commission	
_____ Budgeted		Parks and Recreation Board	
_____ Non Budgeted		Safari Island Advisory Board	
_____ Amendment Required		Other	

**CITY OF WACONIA
RESOLUTION NO. 2022-290**

**RESOLUTION APPROVING ECONOMIC DEVELOPMENT PROGRAM POLICIES AND
FUNDING COMMITMENT**

WHEREAS, the City of Waconia (the “City”) has adopted a strategic priority of “Effective Growth Management”; and

WHEREAS, the desired outcome of this priority is downtown vitality in which properties are improved, businesses are retained, and vacancy rates are low; and

WHEREAS, the City has developed three economic development program policies that seek to support and incentivize small business investment in creating jobs, enhancing the tax base, and maintaining the commercial and industrial corridors of the community; and

WHEREAS, these programs include the Façade Improvement Program, Small Business Start-Up Program, and Waconia Works Program to be effective January 1, 2023; and

WHEREAS, the City Council authorizes the commitment of a total of \$300,000 from the Economic Development fund to pilot these programs for up to a three year period.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby adopts the program policies and authorizes their funding in the amount identified via the policy documents.

Adopted by the City Council of the City of Waconia this 7th day of November 2022.

Kent Bloudek, Mayor

Attest: _____
Jackie Schulze, City Clerk

WACONIA ECONOMIC DEVELOPMENT FAÇADE IMPROVEMENT GRANT PROGRAM

PURPOSE

The purpose of this document is to establish guidelines for the application and administration of the City of Waconia Economic Development Façade Improvement Program (the “FIP Program”).

POLICY STATEMENT

The City of Waconia recognizes the need to stimulate private sector investment in facilities and properties that are in the core of the downtown business district. This district supplies many of the retail, restaurant, and service businesses to the community in a charming, vibrant, and historic area of the community. The FIP Program is established to provide matching grant funds to stimulate and support investment in the downtown business core to ensure that this area of commerce retains its essential character and quality building stock that is important to the identity of the community.

PROJECT ELIGIBILITY

1. Property shall be within the city limits of Waconia and in the B3 Downtown Business zoning district. Applicants shall own or lease the property.
2. Building envelope and façade improvements shall be consistent with downtown design guidelines, state building code, signage requirements, and city zoning regulations.
3. Property to be improved shall not have a tenant ratio consisting of more than 75% franchise, chain, or corporate business entity.
4. Properties with mixed residential and commercial use shall have a gross square footage ratio of more than 50% utilized for commercial purposes.

FIP Program grant proceeds can be used for:

1. Window and door replacement.
2. Exterior painting.
3. Tuck pointing, or re-stuccoing, removal of siding or stucco to expose brick façade. Re-siding that incorporates the use of historically correct wood lap or cement board product.
4. Awning replacement or new installation.
5. Sign replacement or installation.
6. Street scape improvements.

7. Accessibility improvements.
8. Permit and inspection fees related to eligible projects

GRANT AMOUNT

1. The maximum grant amount considered will be \$5,000.00. Grant funds are available on a first come first served basis, with grant funds not guaranteed to be available at the time of application
2. Grant funds will be reimbursed at a 1:1 match with the property and /or business owner. For example, if the property owner invests \$2,500, the program will match with \$2,500 in grant funds.
3. Grant funds are available on a per individual property basis. An individual owning multiple parcels in the eligible area may be eligible for multiple grant awards. Properties are eligible for grant funds once every 36 months.

REGULATIONS FOR IMPROVEMENTS

All building construction or renovations are to be in conformance with the current adopted Uniform Building Code and other City Codes and policies. Priority will be given to improvements made on the street front façade of the building. Up to 25% of the total project cost can be eligible for public facing rear facades of the building unless the improvements at the rear façade include accessibility improvements.

TIMING OF PROJECT EXPENSES

Eligible façade improvements may not commence until all required permits are secured. All costs incurred by the applicant before the grant application has been approved are not eligible expenditures or project costs.

PROCEDURAL GUIDELINES FOR APPLICATION AND APPROVAL

1. Any interested applicant should meet with the Waconia City Administrator or Director of Finance to obtain information about the FIP Program and to discuss the proposed project and obtain application forms.
2. The application is reviewed by city staff to determine if it conforms to the requirements of this program, and all other city codes, policies, ordinances, and regulations. Additional review and approval of the project maybe required by the city by the Planning Commission and /or the City Council consistent with applicable zoning regulations.
3. City staff will review each application and the project information supplied in terms of its proposed activities in relation to their impact on the Waconia economic community. City staff

will make a recommendation concerning funding of the proposed project to the City Council for final consideration of the application.

4. The Waconia City Council will evaluate the project application in terms of the following:
 - a. Project Design - Evaluation of project design will include review of proposed activities, timelines and capacity to implement.
 - b. Financial Feasibility - Availability of funds, private involvement, financial packaging and cost effectiveness.
 - c. Project compliance with all City Codes and policies.
5. The City Council reserves the right to waive certain requirements of this program and may request additional information and documentation as deemed necessary.
6. Applications approved for grant funds shall have projects completed within 12 months of the application being approved. Projects not completed within the 12 months required, shall have their project considered abandoned and grant funds will be unencumbered from the project.

GRANT DISBURSEMENT

1. Grant funds will be disbursed to approved applicants upon documentation submitted to city staff that includes:
 - a. Passed final inspection notice by the city's building official (if required); and
 - b. Invoices and proof of payment for eligible project expenses; and
 - c. Up to 3 before and after color photographs of the building façade improvements.

Established: October 2022

WACONIA ECONOMIC DEVELOPMENT START UP GRANT PROGRAM

PURPOSE

The purpose of this document is to establish guidelines for the application and administration of the City of Waconia Economic Development Start Up Grant Program (the “SUP Program”).

POLICY STATEMENT

The City of Waconia recognizes the need to stimulate small, independent businesses that are in the center of the downtown business district. This district supplies many of the retail, restaurant, and service businesses to the community in a charming, vibrant, and historic area of the community. The existence of unique and varied businesses that offer a place to shop, dine, and congregate add to the vibrancy and energy of one of the community’s greatest assets. The Small Business Start-Up Grant Program is established to provide matching grant funds to these small businesses that align with the goals of the community in providing these goods and services in the commercial center of the community.

PROJECT ELIGIBILITY

1. Businesses shall be located within the city limits of Waconia and in the B3 Downtown Business zoning district. Applicants shall own or lease the property.
2. Businesses shall offer retail and / or food and beverages services to the public. Online only retail, food and beverage service, or similar is not an eligible business. Professional services such as medical, fitness, insurance, real estate, etc. are not eligible businesses.
3. Businesses shall be non-franchise or corporate business entity.
4. Business expenses after the 3rd month of operation up to the 12th month of operation are eligible.
5. Prior to disbursement of funds, applicant shall complete a consultation with a business consultant service available through the Carver County CDA (i.e. NextStage MN, Open to Business, etc.)

SUP Program grant proceeds can be used for:

1. General business operating expenses such as marketing, inventory, payroll, operating supplies, IT hardware and software expenses, professional expenses for accounting, legal, marketing, and human resources management or payroll processing.

GRANT AMOUNT

1. The maximum grant amount considered will be \$5,000.00. Grant funds are available on a first come first served basis, with grant funds not guaranteed to be available at the time of application.
2. Grant funds will be reimbursed at a 1:1 match with the business owner. For example, if the business owner has shown eligible business expenses of \$2,500, the program will match with a \$2,500 grant amount.
3. Business owners are eligible for grant funds only once and during the eligibility period only.

REPORTING REQUIREMENTS

Grant recipients shall provide to the city a summary of job creation and wage information as well as a summary of economic activity generated by the business during the first 12 months of operation.

PROCEDURAL GUIDELINES FOR APPLICATION AND APPROVAL

1. Any interested applicant should meet with the Waconia City Administrator or Director of Finance to obtain information about the SUP Program and to discuss the proposed project and obtain application forms.
2. The city reserves the right to reject submitted expense verification forms that are illegible, unclear as to what the expense was for, not clearly dated to demonstrate when the expense was incurred, or for any reason the city sees fit.
3. The application is reviewed by city staff to determine if it conforms to the requirements of this program, and all other city codes, policies, ordinances, and regulations.
4. City staff will review each application and the project information supplied in terms of its proposed activities in relation to their impact on the Waconia economic community. City staff will make a recommendation concerning funding of the proposed project to the City Council for final consideration of the application.
5. The City Council reserves the right to waive certain requirements of this program and may request additional information and documentation as deemed necessary.

GRANT DISBURSEMENT

1. Grant funds will be disbursed to approved applicants upon documentation submitted to city staff that includes:
 - a. Invoices and proof of payment for eligible project expenses during the eligibility period.
 - b. Documentation of incorporation and operation of the applicant business.

Established: October 2022

WACONIA ECONOMIC DEVELOPMENT WACONIA WORKS LOAN FUND PROGRAM

PURPOSE

The purpose of this document is to establish guidelines for the application and administration of the City of Waconia Economic Development Authority Waconia Works Loan Fund Program (the “WWL Program”).

POLICY STATEMENT

The City of Waconia recognizes the need to stimulate private sector investment in facilities and equipment in order to create / retain jobs for local residents and to upgrade facilities to maintain competitiveness and / or boost productivity. The WWL Program is established to provide affordable loans for expansion and / or rehabilitation of commercial and industrial businesses in order to maintain and enhance the economic viability within Waconia.

PROJECT ELIGIBILITY

Loan proceeds obtained through the WWL Program can be used for:

1. Fixed asset financing such as land acquisition, building construction, machinery and equipment, expansion of existing - facilities, renovation and modernization of buildings, lease hold improvements, trade fixtures, furniture, renovation or modernization of building mechanicals, and IT network infrastructure, or public infrastructure needed for economic development expansions.
2. Eligible businesses must be within the city limits of Waconia and in a commercial or industrial zoning district, as defined by the City’s approved Land Use Map.
3. At the time of application, the applicant shall complete a business consultation with services available through the Carver County CDA (i.e. NextStage MN, Open to Business, etc.).

WWL Program loan proceeds cannot be used for:

1. Construction and / or renovation of residential units.

LOAN AMOUNT

1. The minimum loan request considered is \$10,000 and the maximum loan request considered is \$50,000.
2. The interest rate shall be 2% of the principal amount.
3. Depending on the proposed use of the loan funds, the repayment schedule shall not exceed the following maximum amortization schedules:

- a. 10 years - purchase of land and /or building, construction or renovations of building
 - b. 5 year - machinery and equipment, trade fixtures, furniture, ;
4. Repayment will normally commence the first day of the month after closing of the loan and be due the first day of each month for the duration of the loan. Monthly loan payments will be automatically deducted from the applicants authorized checking account program. Repayment authorization form(s) will be completed at closing of the loan.

REGULATIONS FOR IMPROVEMENTS

All building construction or renovations are to be in conformance with the current adopted Uniform Building Code and other City Codes and policies. Repairs may include, but are not limited to, the following systems and portions of real property:

- a. Mechanical - including heating and plumbing
- b. Electrical
- c. Structural - including the facade of the structure, the roof, and energy related improvements

LOAN SECURITY

1. Loans will be secured by a promissory note executed by the applicant.
2. Applicant must demonstrate to the City that he or she possesses the financial means to repay the loan(s).
3. The applicant must demonstrate that the property to be improved or acquired is insured for its full insurable value including the improvements to be made with loan proceeds. o

TIMING OF PROJECT EXPENSES

Building construction may not commence until all required permits are secured. All costs incurred by the loan applicant before the loan application has been approved, and any costs associated with the loan application or execution of the loan documents as required by the City, are not eligible expenditures.

PROCEDURAL GUIDELINES FOR APPLICATION AND APPROVAL

1. Any interested applicant should meet with the Waconia City Administrator or Director of Finance to obtain information about the WWL Program and to discuss the proposed project and obtain application forms.
2. The application is reviewed by City Staff to determine if it conforms to the requirements of this Program, and all other City Codes, policies, ordinances and regulations.
- 3.

4. City staff will review each application and the project information supplied in terms of its proposed activities in relation to their impact on the Waconia economic community. City Staff will make a recommendation concerning funding of the proposed project to the City Council for final consideration of the application.
5. The Waconia City Council will evaluate the project application in terms of the following:
 - a. Project Design - Evaluation of project design will include review of proposed activities, timelines and capacity to implement.
 - b. Financial Feasibility - Availability of funds, private involvement, financial packaging and cost effectiveness.
 - c. Loan applicant provides information that shows they are able to pay up to 20% of the total project from a source other than WWL Program loan proceeds or any other municipal economic development programs.
 - d. Sufficient cash flow to cover proposed debt service.
 - e. Net Worth Test: Applicant to be assisted (and / or its principal) must show a positive net worth.
 - f. Letter of commitment from applicable business pledging to complete project during proposed project duration if loan application is approved.
 - g. Letter of commitment from applicable business pledging to remain in the eligible geographic area during the duration of the loan period or be subject to acceleration and immediate loan balance repayment.
 - h. Letter of commitment from regulated financial institution stating terms and conditions of their participation in project, if any.
 - i. Project compliance with all City Codes and policies.
6. All applications failing to meet the minimum threshold standards, but that are able to show sufficient documentation of ability to cover the expected debt service, may be reviewed on a case by case basis by the City Council.
7. The City Council reserves the right to waive certain requirements of this Program and may request additional information and documentation as deemed necessary.
8. The City Council must review and approve all applications prior to the disbursement of loan proceeds.

LOAN CLOSING

1. WWL Program loan documents will be executed by the applicant at closing, which may include any or all of the following as determined by the Waconia City Council and City Staff:
 - a. Promissory Note; and
 - b. Assignment of Leases and Rents; and
 - c. Security Agreement and / or Financing Statement; and
 - d. Personal Guaranty; and
 - e. Direct Payment Authorization Form.

2. Additional fees must be paid by the applicant at closing, which may include any or all of the following:
 - a. Additional administrative or appraisal fees.

ONGOING REPORTING

1. Six months after the closing of the loan, the applicant is required to submit a summary of how the City's loan funds were used, the job growth that occurred as a result of the loan and copies of receipts or equipment purchased with the funds, as applicable.
2. Failure to report may be considered a default on the loan, subject to the provisions provided in the WWL Program.

DEFAULT AND REMEDY PROVISIONS

1. Each of the following would be considered a default upon a WWL Program loan (a "Default"):
 - a. Any required payment is not paid within 30 days of the date due;
 - b. Any other indebtedness of the borrower to the City is not paid when due;
 - c. Failure to pay real estate taxes or insurance upon the acquired property;
 - d. The borrower, or its principal, becomes a debtor in a bankruptcy proceeding or the subject of a similar state court proceeding, becomes the subject of a receivership, or makes an assignment for the benefit of creditors;
 - e. Failure to provide ongoing reporting as required in the WWL Program;
 - f. Any other defaults set forth in any of the loan documents.
2. The City will comply with any notice provisions to be provided to the borrower upon the occurrence of a Default as set forth in the loan documents. If a Default occurs, the loan may be accelerated with all principal and interest being due and payable in full. The City's remedies to a Default include any collection proceedings available pursuant to the loan documents or applicable law. Loans in default may be subject to penalties equal to ten percent (10%) of the past due balance. If the City determines collection proceedings are necessary, the borrower will be provided with written notice identifying the public meeting where the loan will be considered and action determined.

Established: October 2022



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		November 7, 2022					
Item Name:		Carver County CDA CDGP Grant Funds					
Originating Department:		Administration					
Presented by:		Shane Fineran					
Previous Council Action (if any):							
Item Type (X only one):	Consent		Regular Session	X	Discussion Session		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution 2022-291							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The City was successful in the grant application for a second round of funding through the Carver County CDA Community Growth Development Partnership program. Staff submitted application on behalf of the Waconia American Legion for funding related to the remodeling of the 4 E Main Street parcel and specifically the utility trunk fees associated with this remodel. The City was awarded \$50,000 in grant funds to pass through to the project pending completion and payment of utility trunks fees related to this project. The City will enter into the attached grant agreement with the CDA and in turn the Waconia American Legion will enter into a sub-recipient agreement with the City. Funds will be reimbursed once eligible project costs are paid by the sub-recipient. Staff recommends approval of the agreements and have been drafted or reviewed by the City Attorney.							
<u>Attachments:</u>							
1. 22291res_Carver_CDA_Legion_Grant_Funds.doc 2. REDLINED Community Development Grant Agreement--Waconia 2022 Round 2 Legion 5PCKT3N4FJJ3-1632425529-23 [5PCKT3N4FJJ3-1632425529-26].pdf 3. 2022.11.02 DRAFT Subrecipient Agreement 5PCKT3N4FJJ3-1632425529-24 [5PCKT3N4FJJ3-1632425529-25].pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information:				Planning Commission			
_____ Budgeted				Parks and Recreation Board			
_____ Non Budgeted				Safari Island Advisory Board			
_____ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2022-291**

**Carver County CDA 2022 Community Growth Partnership Initiative Community
Development Grant Funds Acceptance**

WHEREAS, the City of Waconia has identified a proposed project within the city that meets the Carver County Community Development Agency (CDA) Community Growth Partnership Initiative Grant Program's purpose and criteria; and

WHEREAS, the City has established a Redevelopment Plan of which the proposed project is a component; and OR **WHEREAS**, the City has identified a project that will create living wage jobs; and

WHEREAS, the City has the capacity and capability to ensure the proposed project will be completed and administered within the Community Growth Partnership Initiative predevelopment program guidelines; and

WHEREAS, the City has the legal authority to apply for financial assistance; and

WHEREAS, the City is supportive of affordable housing and of the CDA's mission to improve the lives of Carver County residents through affordable housing and community development.

NOW THEREFORE BE IT RESOLVED that the City of Waconia hereby accepts the grant funds from Carver County CDA Community Growth Partnership Initiative Grant program for the Waconia American Legion project.

BE IT FURTHER RESOLVED that if the application is approved by the Carver County CDA, Shane Fineran, the City Administrator, is hereby authorized to execute such agreements as are necessary to receive and use the funding for the proposed project.

Adopted by the City Council of the City of Waconia this 7th day of November 2022.

Kent Bloudek, Mayor

ATTEST: _____
Jacqueline Schulze, City Clerk

CARVER COUNTY COMMUNITY DEVELOPMENT AGENCY
COMMUNITY GROWTH PARTNERSHIP INITIATIVE GRANT PROGRAM
COMMUNITY DEVELOPMENT GRANT AGREEMENT

THIS GRANT AGREEMENT entered into this _____, **2022** by and between the Carver County Community Development Agency, a public body corporate and politic (the "Agency"), and the **City of Waconia**, a political subdivision of the State of Minnesota (the "Grantee").

WHEREAS, pursuant to Resolution No. 15-15 the Agency established the Community Growth Partnership Initiative Grant Program (the "Program") to improve the tax base and quality of life in Carver County by assisting municipal redevelopment efforts and promoting the development of living wage jobs and affordable housing; and

WHEREAS, the activities to be undertaken under the Program are all activities that the Agency could undertake directly pursuant to *Minnesota Statutes*, §§469.001 to 469.047 and 469.090 to 469.1082; and

WHEREAS, this Agreement shall constitute a cooperation agreement between the parties, as contemplated by *Minnesota Statutes*, §§469.041, clause (8) and 469.101, subdivisions 5 and 14; and

WHEREAS, the Grantee submitted an application for a Community Development Incentive Grant (the "Application") in response to a request for proposals issued by the Agency and will use the grant funds made available under this Agreement to help fund the project identified in Attachment A (the "Project"); and

WHEREAS, the Agency has concluded that the Grantee has the necessary expertise, skill and ability to successfully administer the Project and that the Project is in the best interests of the Agency and will positively contribute to meeting the goals of the Program; and

WHEREAS, the Grantee is a municipality of Carver County that is supportive of the Agency's mission and of the development of affordable housing and assisting small businesses; and

WHEREAS, the Agency agrees to provide grant funds to the Grantee pursuant to the Program and Resolution No. 21-09, subject to the terms, conditions, and clarifications hereof.

NOW THEREFORE, in consideration of the mutual covenants and agreement contained herein, the Agency and the Grantee agree as follows:

ARTICLE 1: TERMS OF GRANT

1.01 **Grant Amount**: The Agency agrees to provide a grant to the Grantee in the amount of **Fifty Thousand dollars (\$50,000)** (the "Grant") from the Program upon the terms and conditions and for the purposes set forth in this Agreement.

1.02 **Match Requirement**: In disbursing the funds, the Grantee shall ensure there is a match of the total Grant amount received from the Agency based upon the expenditure of two dollars (\$2.00) of private funds for each one dollar (\$1.00) of Grant funding ("Matching Funds"). Such Matching Funds shall (a) constitute the actual expenditure of Grantee or private funds on the Project described in Attachment A and not "in kind" contributions and (b) be in balance at the time of each Grant disbursement pursuant to Section 1.06 hereof. The source and amount of Matching Funds shall be identified by the Grantee in each Reimbursement Request, as described in Section 1.06. The Matching Funds may come from any private individual or entity associated with the Project.

1.03 **Use of Funds**: The Grantee agrees to cause its subrecipient to use the proceeds of the Grant solely for the purposes and activities described in Attachment A. A Project summary that identifies eligible uses of Grant proceeds, as approved by the Agency, is contained in Attachment A ("Eligible Uses").

1.04 Grant Term: The Project shall be completed in a timely manner and all Grant funds will be expended upon eighteen (18) months of the date of this Agreement, **April 25th, 2024** (the “End Date”).

1.05 Term Extension: The End Date may be extended beyond the original End Date at the sole discretion of the Executive Director of the Agency. The Grantee must submit any extension request in writing at least thirty (30) calendar days prior to the End Date (a) stating the reason for the extension request, (b) providing a proposed new End Date and (c) describing in reasonable detail proposed changes to the Project activities and budget, if any. The End Date may be extended only once and the extension shall not exceed one (1) year beyond the original End Date.

1.06 Disbursement of Grant Funds: The Agency will disburse Grant funds in response to written reimbursement requests ("Reimbursement Requests") submitted to the Agency by the Grantee upon forms provided by the Agency and accompanied by (a) copies of bills and invoices from third parties for which Grantee seeks reimbursement and (b) proof of expenditure of Matching Funds in an amount at least equal to two times the amount of the Reimbursement Request. Subject to verification of the facts contained in each Reimbursement Request and a determination of compliance with the terms of this Agreement, the Agency will disburse the requested amount to the Grantee within fourteen (14) days after receipt of each Reimbursement Request.

1.07 Release of Unused Grant Funds: Upon the earlier of (a) Completion of the Project or (b) the End Date (the "Grant Release Date"), any Grant funds not previously disbursed to the Grantee for any reason shall be automatically released from the terms of this Agreement.

ARTICLE 2: ACCOUNTING, AUDIT AND REPORTING REQUIREMENTS

2.01 Accounting and Records: The Grantee agrees to accurately and completely establish and maintain detailed accounts and records relating to the receipt and distribution of all Grant funds received under this Agreement. Such accounts and records shall be kept and maintained by the Grantee for a period of six (6) years following the Grant Release Date. Such financial records shall sufficiently evidence the nature and expenditure of all Match Funds required. Accounting methods shall be in accordance with generally accepted accounting principles.

2.02 Audits: The accounts and records of the Grantee described in Section 2.01 shall be audited in the same manner as all other accounts and records of the Grantee and may, for a period of six (6) years following the Grant Release Date, be inspected on the Grantee's premises by the Agency or individuals or organizations designated by the Agency, upon reasonable notice thereof to the Grantee. The books, records, documents and accounting procedures relevant to this Agreement are subject to examination by the State Auditor in accordance with State law.

2.03 Report Requirements: The Grantee shall periodically report to the Agency regarding the status of Project activities and the distribution of the Grant funds. Reports are due on each May 31st and November 30th during the Grant term, as defined in Section 1.04. A final report is due sixty (60) days following the Grant Release Date. This reporting requirement and all others required in this Agreement shall survive the termination or expiration of this Agreement.

2.04 Acquisition and Relocation: The Grantee represents that all Project activities comply with all aspects of *Minnesota Statutes*, §§117.50 to 117.56 and the United States Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, if applicable.

2.06 Environmental Site Assessment: The Agency and Grantee agree that a Phase I Environmental Site Assessment or other environmental reviews are not a condition of the Grant. Issuance of this Grant neither implies any Agency or Grantee responsibility for contamination, if any, at the Project site nor imposes any obligation on the Agency or Grantee to participate in any pollution cleanup of the Project site if such cleanup is undertaken or required.

ARTICLE 3: GRANTEE REPRESENTATIONS AND WARRANTIES

3.01 Authority: Grantee warrants that it is duly organized under applicable laws of the State of Minnesota and that it has authority to execute, deliver, and perform its obligations under this Agreement.

3.02 Use of Grant Funds: Grantee warrants that it shall use the proceeds of the Grant solely for Eligible Uses in accordance with Section 1.03 hereof.

3.03 Project Site Acknowledgements: The Grantee shall acknowledge the assistance provided by the Agency and Carver County in promotional materials, press releases, reports and publications relating to the Project activities that are funded in whole or in part with the Grant funds. The acknowledgement should contain the following language: "Financing for this project was provided by Carver County CDA Community Growth Partnership Initiative Grant Program and support from Carver County". Until the Project is completed, the Grantee shall ensure the above acknowledgement language, or alternative language approved by the Executive Director of the Agency, is included on all signs located at Project or construction sites that identify Project funding partners or entities providing financial support for the Project.

3.04 Assignment: Grantee shall not cause or permit any voluntary transfer, assignment, or other conveyance of this Agreement without the written consent of the Agency, which said consent may be withheld at the Agency's sole discretion. Any non-approved transfer, assignment or conveyance shall be void.

3.05 Indemnification: The parties to this agreement shall defend, hold harmless and indemnify the other party and its elected and appointed officials, officers, agents and employees from and against all claims, liability, costs expenses, loss or damages of any nature whatsoever, including reasonable attorney's fees, arising out of or in any way connected with its failure to perform its covenants and obligations under this Agreement and any of its operations or activities related thereto, excluding the willful misconduct or negligence of the person or entity seeking to be defended, indemnified, or held harmless. The provisions of this paragraph shall survive the termination of this Agreement. This indemnification shall not be construed as a waiver on the part of either the Grantee or the Agency of any immunities or limits on liability provided by applicable State law.

ARTICLE IV: DEFAULT AND REMEDIES

4.01 Default Defined: The term "Default" shall mean, whenever it is used in this Agreement (a) any failure by either party to substantially observe or perform any material covenant, condition, obligation or agreement on its part to be observed or performed hereunder or (b) any material breach of any representation set forth herein.

4.02 Remedies: Whenever a Default by Grantee occurs, the Agency may immediately, without notice, suspend its performance under this Agreement. After providing thirty (30) days written notice to Grantee of a Default, but only if the alleged Default has not been cured within said thirty (30) days or, if the alleged Default cannot be cured within said thirty (30) days, within such time as is reasonably determined by the Agency as necessary to cure (assuming Grantee diligently pursues such cure), the Agency may (a) terminate this Agreement by written notice, upon which all non- disbursed Grant Funds shall be released, and/or (b) pursue whatever action, including legal, equitable, or administrative action, which may appear necessary or desirable to collect any amounts due under this Agreement or to enforce the performance and observance of any obligation, agreement, or covenant hereof. In the event of a default by the Agency, Grantee may pursue any action available to it at law or equity to enforce the terms of this Agreement .4.03 No Remedy Exclusive: No remedy herein conferred upon or reserved to the either party 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. In order to entitle the Agency to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as provided in Section 4.02.

4.05 No Additional Waiver Implied by One Waiver: In the event any agreement contained in this Agreement should be breached by the Grantee and thereafter waived by the Agency, 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.

ARTICLE 5: GENERAL PROVISIONS

5.01 Amendments: The Agency and the Grantee may amend this Agreement by mutual agreement and shall be effective only on the execution of written amendments signed by authorized representatives of the Agency and the Grantee.

5.02 Equal Opportunity: The Grantee agrees it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in local civil rights commission, disability, sexual orientation or age and will take affirmative action to insure applicants and employees are treated equally with respect to all aspects of employment, rates of pay and other forms of compensation, and selection for training.

5.03 Conflict of Interest: The members, officers and employees of the Grantee shall comply with all applicable state statutory and regulatory conflict of interest laws and provisions.

5.04 Severability: If one or more provisions of this Agreement are found invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions shall not in any way be affected, prejudiced, disturbed or impaired thereby, and all other provisions of this Agreement shall remain in full force.

5.05 Time: Time is of the essence in the performance of the terms and conditions of this Agreement.

5.06 Contacts: Reimbursement Requests, written reports and correspondence submitted to the Agency pursuant to this Agreement shall be directed to:

Carver County CDA
Attn: Chuck Swanson, Director of Community and Economic Development
705 North Walnut Street
Chaska, MN 55318

Any notice, demand, or other communication under the Agreement to the Grantee shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally to Grantee at:

City of Waconia
Attn: Shane Fineran, City Administrator
201 S. Vine St.
Waconia, MN 55387

or at such other address that Grantee may, from time to time, designate in writing. Mailed notices shall be deemed duly delivered two (2) business days after the date of mailing.

5.07 Warranty of Legal Capacity: The individuals signing this Agreement on behalf of the Grantee and on behalf of the Agency represent and warrant on the Grantee's and the Agency's behalf respectively that the individuals are duly authorized to execute this Agreement on the Grantee's and the Agency's behalf, respectively and that this Agreement constitutes the Grantee's and the Agency's valid, binding and enforceable agreements.

5.08 Counterparts: This Agreement may be executed in multiple counterparts, and all such executed counterparts shall constitute the same Agreement. It shall be necessary to account for only one (1) such counterpart executed by each party hereto in proving the existence, validity or content of this Agreement.

IN WITNESS WHEREOF, the Grantee and the Agency have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective on the date of final execution by the Agency.

Agency: The Carver County Community
Development Agency

Grantee: **City of Waconia**

By: _____
Julie Frick, Executive Director

By: _____
Kent Bloudek, its Mayor

Date: _____

By: _____
Shane Fineran, City Administrator

Date: _____

ATTACHMENT A

Community Development Project Name: Waconia American Legion Post #150	
Location: 4 Main St. East Waconia, MN	
Community Development Project Description: Relocation of Waconia American legion Post #150 from dilapidated building at its current location at 233 Olive St. S to least space located at 4 Main St. E. Remodeling of 3,300 sq ft space into meeting, bar, and restaurant space in addition to rehabilitation of existing exterior parking lot. The relocation will facilitate the redevelopment of the 233 Olive St. S property into 47 market rate apartments. Eligible activities include acquisition, utilities, lighting, site work, landscaping, streetscaping	
Project Activities:	Budget:
Engineering and Legal	\$0
Land/Acquisition	\$0
Construction	\$789,960
Real Estate Commission	\$0
Utilities hook ups	\$94,825
Fees, insurance, taxes	\$0
Total	\$884,785
Funding Sources:	Amounts:
SAC Deferral Program	\$44,825
General partner cash/equity	\$624,760
City Revolving Loan Fund	\$115,000
Landlord Contribution	\$50,000
Carver County CDA CGPI	\$50,000
Total	\$884,585

**COMMUNITY GROWTH PARTNERSHIP INITIATIVE GRANT PROGRAM
SUBRECIPIENT AGREEMENT FOR
WACONIA AMERICAN LEGION POST 150**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Waconia, a political subdivision of the State of Minnesota ("Recipient") and the Waconia American Legion Post 150 a/k/a Waconia Post No. 150, The American Legion, Department of Minnesota, a Minnesota non-profit corporation ("Subrecipient").

WHEREAS, Recipient applied for a Community Growth Partnership Initiative ("CGPI") grant from the Carver County Community Development Agency (the "Agency" or the "CCDA") to assist Subrecipient with relocation of the Waconia American Legion Post # 150 from its current location at 233 Olive St. S to a leased Space located at 4 Main St. E, and remodeling that space into a meeting, bar, and restaurant space and rehabilitation of the existing parking lot, as described in attached Exhibit A ("Project");

WHEREAS, Recipient has received a CGPI grant in the amount of Fifty Thousand dollars (\$50,000) (the "Grant Funds") to carry out municipal redevelopment efforts in cooperation with Subrecipient in accordance with the Community Development Grant Agreement ("CDGA") attached as Exhibit B, and to reimburse Subrecipient for funds expended on the Project;

WHEREAS, the Grant Funds are being distributed with the understanding that there is a match of the total Grant Funds based upon the expenditure by Subrecipient of two dollars (\$2.00) of funds for each one dollar (\$1.00) of Grant Funds ("Matching Funds");

WHEREAS, to receive the Grant Funds, Subrecipient agrees to the requirements and conditions of this Agreement.

NOW, THEREFORE, the parties to this Agreement do hereby agree as follows:

1. SCOPE OF SERVICES

- 1.1 Subrecipient shall be reimbursed from the Grant Funds to perform the Project, subject to the requirements of this Agreement and the requirements set forth in the CDGA.
- 1.2 Subrecipient shall take all necessary actions, not only to comply with the requirements of the CDGA, but to comply with any requests by Recipient with respect to its compliance with that agreement, it being understood that Recipient is responsible to the Agency for ensuring compliance with such requirements. Subrecipient also will promptly notify Recipient of any changes in the scope or character of the Project.
- 1.3 At the request of Recipient, on a form to be provided, Subrecipient shall submit a schedule, corresponding to the terms of this Agreement, showing milestones for Project implementation and timely expenditure of funds. Subrecipient shall promptly

provide other information as requested to assure compliance with Agency timeliness requirements and reporting requirements.

2. TERM OF AGREEMENT

This Agreement is effective on the date that all parties who are signatories have executed the Agreement (the “Effective Date”). This Agreement automatically terminates when the CDGA terminates or at such time the Project contemplated in this Agreement is satisfactorily completed before that date (the “Termination Date”). Upon expiration, cancelation, or termination of this Agreement, Recipient’s obligation to distribute unexpended CGPI Grant Funds to Subrecipient shall terminate.

3. THIRD PARTY AGREEMENTS

Subrecipient shall notify Recipient in writing of the vendor or vendors retained to perform the services shown on Exhibit A, whether in whole or in part, and the scope of the vendor’s involvement with the Project. Recipient shall have the right to object to any vendor and Subrecipient shall not allow any such vendor to perform any services related to the Project. Subrecipient shall not otherwise assign, transfer, or pledge this Agreement (nor the services to be performed hereunder), whether in whole or in part, without the prior written consent of Recipient and the Agency.

4. AMENDMENTS TO AGREEMENT

Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when reduced to writing as an amendment to this Agreement and signed, approved, and properly executed by the authorized representatives of the parties. An exception to this process will be in amending Exhibit B to this Agreement. Exhibit B shall be deemed amended when the parties to that certain agreement in Exhibit B execute any amendments thereto.

5. PAYMENT OF GRANT FUNDS

5.1 Upon application to Recipient by Subrecipient, Recipient agrees to provide Subrecipient with Grant Funds, not to exceed Fifty Thousand dollars (\$50,000), to enable Subrecipient to carry out the Project as described in Exhibit A. Disbursement of the Grant Funds is dependent upon reimbursement of Grant Funds to Recipient under Section 1.06 of the CDGA.

5.2 It is understood that Recipient shall be held accountable to the Agency for the lawful expenditure of Grant Funds distributed under this Agreement. Recipient shall therefore make no payment of Grant Funds to Subrecipient for the Project prior to having received proper documentation from Subrecipient for the expenses incurred as well as copies of all documents and records needed to ensure that Subrecipient has complied with all applicable regulations and requirements. For purposes of this

Agreement, “proper documentation” is such that allows for the completion of the Agency Reimbursement Request form attached as Exhibit C, which includes but is not limited to the following:

- a. Bills and invoices from third parties for which Subrecipient seeks reimbursement; and
- b. Documentation showing in sufficient detail that Subrecipient has provided Matching Funds of amount and kind sufficient to satisfy the applicable requirements set forth in the CDGA.

6. INDEMNITY AND INSURANCE

- 7.1 Subrecipient shall defend, indemnify, and hold harmless Recipient and the Agency, their elected officials, officers, agents, volunteers, and employees from and against all costs, expenses, claims, suits, or judgements arising from any injury, loss, or damage sustained by any person or corporation, including employees of Subrecipient, its vendors, agents, and subcontractors and property of Subrecipient, which are caused by or sustained in connection with the tasks carried out by Subrecipient or its vendors, agents, or subcontractors in connection with the Project or under this Agreement. The provisions of this Section 6.1 shall survive the expiration, cancelation, or termination of this Agreement.
- 7.2 In order to protect Recipient and the Agency from liability and to effectuate the indemnification provisions hereinabove, Subrecipient shall secure, maintain, and pay for insurance from an insurance company in form and content as will, in Recipient’s reasonable discretion, protect against claims or losses which may arise out of the operations of Subrecipient or out of the operations of any agent, vendor, subcontractor or anyone employed by either Subrecipient or any subcontractor or by anyone for whose acts Subrecipient or any sub-contractor may be liable for the Project and under this Agreement (“Subrecipient Certificate of Insurance”). The Subrecipient Certificate of Insurance shall include, but not be limited to, minimum coverages and limits of liability specified below, or required by law. Unless otherwise specifically waived in writing signed by Recipient, the required insurance shall not be less than the following:
 - a. Public Liability, Personal Injury, and Property Damage: \$1,500,000.00 for each occurrence.
 - b. Worker’s Compensation Insurance and Employer’s Liability Insurance: Shall be secured and maintained as required by the State of Minnesota.
 - c. Automobile and Truck Public Liability, Personal Injury and Property Damage, Including Owned and Non-Owned Vehicles: \$1,500,000.00 for each occurrence.

- d. Insurance: Before commencement of the work, Subrecipient shall submit written evidence that it has obtained, for the period of this Agreement, builder's "all-risk" completed value insurance coverage, excluding flood insurance, upon the Project in its entirety including completed work and work in progress. Such insurance shall include as additional named insureds (i) Recipient, (ii) Recipient's officers, employees, and agents, and (iii) any other persons with an insurable interest designated by Recipient as an additional named insured. Such insurance may have a deductible clause, but the amount of the deductible shall not exceed \$5,000.00.

An umbrella or excess policy over primary liability coverages is an acceptable method to provide the required insurance limits. The above subparagraphs establish minimum insurance requirements. It is the sole responsibility of Subrecipient to determine the need for and to procure additional insurance that may be needed in connection with the construction of the Project.

- e. Each Subrecipient Certificate of Insurance shall contain a clause providing that the related policy shall not be cancelled by the insurance company without a minimum of thirty (30) days' written notice to Recipient of intention to cancel.
- f. A copy of the Subrecipient Certificate of Insurance which evidences compliance with this paragraph must be filed with Recipient prior to the start of the Project.

7.3 If the Project is damaged or destroyed and Subrecipient elects not to complete the Project, Subrecipient shall pay back to Recipient, within thirty (30) days of the date of such damage or destruction, all CGPI Grant Funds disbursed to Subrecipient.

7.4 This section shall in no way be intended by the parties hereto as a waiver of the liability limits specified in Minnesota Statutes Section 466.04, as amended. The provisions of this Section 7.4 shall survive the expiration, cancelation, or termination of this Agreement.

7. DATA PRIVACY

Subrecipient agrees to abide by the provisions of the Minnesota Government Data Practices Act (Minn. Stat. § 13.01 *et seq*) and all other applicable state and federal laws, rules, and regulations relating to data privacy or confidentiality. Subrecipient agrees to defend, indemnify, and hold Recipient and the Agency and their respective elected officials, officers, agents, volunteers, and employees harmless from any claims resulting from Subrecipient's unlawful disclosure or use (or both) of such protected data. The provisions of this Section 8 shall survive the expiration, cancelation, or termination of this Agreement.

8. SUSPENSION OR TERMINATION

8.1 Subrecipient's failure to materially comply with any term of this Agreement or its failure to administer the work so as to endanger the performance of this Agreement

shall constitute noncompliance and default, which may only be excused in writing by the Recipient. This Section 8.1 shall survive the expiration, cancelation, or termination of this Agreement.

- 8.2 Any representation or warranty made by Subrecipient in association with this Agreement or the CDGA, or any other document referred to in such documents, or any financial statement certificate, or any report furnished pursuant to this Agreement, or any representation or warranty made in order to induce Recipient or the Agency to approve the CGPI grant, the amount of Grant Funds, or the disbursement of Grant Funds which proves to be untrue in any material respect or materially misleading at the time such representation or warranty was made, shall constitute a default of this Agreement. Unless Subrecipient's default is excused by Recipient in writing, Recipient may immediately cancel this Agreement in its entirety. This Section 8.2 shall survive the expiration, cancelation, or termination of this Agreement.
- 8.3 Recipient's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
- 8.4 This Agreement may be cancelled with or without cause by either party upon thirty (30) days' written notice. If cancelled by Subrecipient then all Grant Funds must be returned to Recipient within fifteen (15) days of the date of cancelation.
- 8.5 Grant Funds allocated to Subrecipient under this Agreement may not be obligated or expended by Subrecipient following the date of expiration, cancelation, or termination of this Agreement and shall automatically revert to Recipient for release to CCCDA. The provisions of this Section 8.5 shall survive the expiration, cancelation, or termination of this Agreement.
- 8.6 Recipient may immediately cancel this Agreement in its entirety as a result of Subrecipient's noncompliance or default under this Agreement and may seek from Subrecipient the repayment of any or all Grant Funds, which shall be returned by Subrecipient within thirty (30) days of Recipient's request.
- 8.7 Subrecipient shall reimburse Recipient for all costs, expenses, and fees, including reasonable attorney's fees and accountant's fees, incurred as a result of Subrecipient's default of this Agreement, in seeking repayment or reversion of the Grant Funds, or auditing Subrecipient's records related to the CGPI Grant Funds and this Agreement.

9. REVERSION OF ASSETS

Upon expiration, cancelation, or termination of this Agreement, Subrecipient shall transfer to Recipient any unexpended Grant Funds on hand or in accounts receivable attributable to the

use of Grant Funds. The provisions of this Section 10 shall survive the expiration, cancelation, or termination of this Agreement.

10. IMPLEMENTATION

Subrecipient shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of the Project.

11. AFFIRMATIVE ACTION AND EQUAL OPPORTUNITY

11.1 During the performance of this Agreement, Subrecipient agrees to the following: In accordance with the Minnesota Human Rights Act, no person shall be excluded from full employment rights or participation in, or the benefits of, any program, service, or activity on the grounds of race, color, creed, religion, age, sex, disability, gender, gender-identity, marital status, sexual orientation, public assistance status, or national origin; and no person who is protected by applicable federal or state laws against discrimination shall be otherwise subjected to discrimination.

11.2 Subrecipient will furnish all information and reports required to comply with all applicable state and federal laws, rules, and regulations pertaining to discrimination and equal opportunity. The provisions of this Section 11.2 shall survive the expiration, cancelation, or termination of this Agreement.

12. RECORDKEEPING

Subrecipient shall maintain records of the receipt and expenditure of all Grant Funds. Such accounts and records shall be kept and maintained by Subrecipient for a period of six (6) years following the Termination Date. All records shall be made immediately available upon request of Recipient for inspection(s) and audit(s) by Recipient or its representatives. If a financial audit determines that Subrecipient has improperly expended Grant Funds, resulting in the Agency disallowing such expenditures, Recipient reserves the right to recover from Subrecipient such disallowed expenditures from non-CGPI Grant Fund sources. The provisions of this Section 13 shall survive the expiration, cancelation, or termination of this Agreement.

13. ACCESS TO RECORDS

Recipient shall have authority to review any and all procedures and all materials, notices, documents, and related items prepared by Subrecipient in implementation of this Agreement, and Subrecipient agrees to provide all information required by any person authorized by Recipient to request such information from Subrecipient for the purpose of reviewing the same. The provisions of this Section 13 shall survive the expiration, cancelation, or termination of this Agreement.

14. TIME

Time is of the essence of the performance of the terms and conditions of this Agreement. The provisions of this Section 15 shall survive the expiration, cancelation, or termination of this Agreement.

15. NOTICE

Reimbursement requests, written reports, correspondence, and notices of any other kind submitted to Recipient pursuant to this Agreement shall be directed to:

City of Waconia
Attn: City Administrator
201 Vine Street South
Waconia, MN 55387

Any notice, demand, or other communication under this Agreement to Recipient shall be given by registered or certified mail, posted prepaid, return receipt requested, or delivered personally to Recipient at the address above.

Any notice, demand, or other communication under this Agreement to Subrecipient shall be given by registered or certified mail, posted prepaid, return receipt requested, or delivered personally to Subrecipient at the address below.

Waconia American Legion Post 150
4 Main Street East
Waconia, MN 55387

The provisions of this Section 15 shall survive the expiration, cancelation, or termination of this Agreement.

16. WARRANTY OF LEGAL CAPACITY

The individuals signing this Agreement on behalf of Recipient and on behalf of Subrecipient represent and warrant on Recipient and Subrecipient's behalf, respectively, that the individuals are duly authorized to execute this Agreement on Recipient and Subrecipient's behalf, respectively, and that this Agreement constitutes Recipient and Subrecipient's valid, binding, and enforceable agreements. The provisions of this Section 16 shall survive the expiration, cancelation, or termination of this Agreement.

17. WARRANTY OF FUNDS

Subrecipient warrants that it has sufficient funds to complete the purposes of the Project and sufficient capacity to administer the Project. The provisions of this Section 17 shall survive the expiration, cancelation, or termination of this Agreement.

18. NO AGENCY, PARTNERSHIP OR JOINT VENTURE

This Agreement does not create any partnership, joint venture, association, employment, or principal and agent relationship between Recipient and Subrecipient.

19. DAMAGES

In the event of a default of this Agreement by Recipient, Subrecipient shall not be entitled to recover punitive, special, or consequential damages or damages for loss of business. The provisions of this Section 19 shall survive the expiration, cancelation, or termination of this Agreement.

20. GOVERNING LAW

This Agreement shall be controlled by the laws of the State of Minnesota. The provisions of this Section 20 shall survive the expiration, cancelation, or termination of this Agreement.

21. SEVERABILITY

The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement. The provisions of this Section 21 shall survive the expiration, cancelation, or termination of this Agreement.

22. ENTIRE AGREEMENT

The recitals, Exhibit A, Exhibit B, and Exhibit C are specifically incorporated into and made a part of this Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by authorized representatives the parties, unless otherwise specifically provided herein. The provisions of this Section 22 shall survive the expiration, cancelation, or termination of this Agreement.

23. COUNTERPARTS

This Agreement may be executed in multiple counterparts, and all such executed counterparts shall constitute the same Agreement. Signatures transmitted by fax, email, or other electronic means (e.g., pdf format) are binding, delivered, and enforceable.

[Signature Pages Follow]

RECIPIENT EXECUTION

Recipient, having signed this Agreement, and pursuant to such approval and the proper officials of Recipient having signed this Agreement, agrees to be bound by the provisions of this Agreement.

Date: _____, 2022

CITY OF WACONIA

Kent Bloudek, Mayor

Shane Fineran, City Administrator

SUBRECIPIENT EXECUTION

Subrecipient, having signed this Agreement, and pursuant to such approval and the proper officials of Subrecipient having signed this Agreement, agrees to be bound by the provisions of this Agreement.

WACONIA AMERICAN LEGION POST 150 a/k/a WACONIA POST NO. 150, THE AMERICAN LEGION,
DEPARTMENT OF MINNESOTA, a Minnesota non-profit corporation

By: _____

Date: _____, 2022

Its: _____

EXHIBIT A

PROJECT PLANS



Community Growth Partnership Initiative 2022 Round 2 Community Development Grant Application

Project name: Waconia American Legion Post #150

Applicant: City of Waconia

Contact name: Shane Fineran

Contact email and phone: sfineran@waconia.org 952-442-3100

Authorized official for contract execution (name and title):

Project Summary: Relocation of Waconia American Legion Post #150 from dilapidated building at its current location at 233 Olive St S to leased space located at 4 Main St E. Remodeling of 3,300 sq ft space into meeting, bar, and restaurant space in addition to rehabilitation of existing exterior parking lot. The relocation will facilitate the redevelopment of the 233 Olive St S property into 47 market rate apartment units.

1. Request Details

1a. Request Amount: \$50,000

1b. Proposed activities/use of CGPI funds (check all applicable boxes)

Acquisition	Utilities	X	Sidewalks/Trails
Lighting	Site Work		Demolition
Landscaping	Roadways		Stormwater
Streetscaping	Soil Remediation		Environmental cleanup
Parking	Relocation		
Other (list)			

Carver County CDA
2022 Community Growth Partnership Initiative
Community Development Grant Application

1

2. Readiness Details

Milestone	Commitment date or anticipated date	Amount
<i>Construction Timeline</i>		
Market/feasibility study		Not Applicable
Land use approvals (including any zoning, comprehensive plan amendments, variances, etc.)	N/A	Not Applicable
Environmental approvals		Not Applicable
Construction bids	May 2022	Not Applicable
Permits	June 30, 2022	Not Applicable
Site control		Not Applicable
Financial closing		Not Applicable
Clean up/demolition		Not Applicable
Begin construction	July 2022	Not Applicable
Project completion	October 2022	Not Applicable
<i>Project Funding Sources</i>		
First mortgage		
General partner cash/other equity	July 2022	\$625,760
Syndication proceeds		
Deferred loans		
TIF		
Sales tax/energy rebates		
Deferred developer fee		
Met Council TOD/LCDA/TBRA		
DEED Redevelopment/Cleanup		
DEED MIF/JCF		
Carver County CDA CGPI		
City: Revolving Loan Fund	June 2022	\$115,000
Other: Landlord Contribution	July 2022	\$50,000
Other: SAC Deferral Program	July 2022	\$44,825

2a. Total development cost: \$789,760

Percentage of funds committed: 100%

2b. List other sources of funds requested or considered but not obtained for the project and explain why.

3. Project Details

3a. Site address(es)

3b. Site size

3c. Number of parcels

3d. Parcel ID(s):

Housing

3e. Are there any existing housing units on the site: Yes No

If so, how many?

Are any of the units vacant? Yes No N/A

3f. Are any of the existing units affordable? Yes No

3g. Housing Units (Indicate the number of housing units planned in the project)

	Total Units	New Units	Retained Units	Owner-Occupied	Rental Units	Market Rate	Affordable Units	Affordability Level (% AMI)
Single Family								
Townhome								
Apartments/Condos								
Duplexes								
Other (Specify)								

3h. Is there a mechanism to ensure long term affordability? Yes No

3i. If yes, please describe the type and length of affordability.

3j. Who is the target population for these units (seniors, families, etc.)?

3k. If the project is a rental project, is the owner willing to accept Tenant Based Rental Assistance (Housing Choice Voucher or other tenant based rental assistance)?

Yes

No

Commercial

3l. Are there existing commercial buildings on the site: Yes No If so, how many?
Are any of the units vacant? Yes No N/A

3m. Commercial square footage (Indicate the square footage and jobs planned for the project)

	Total square footage	New square footage	Retained square footage	New FTEs	Retained FTEs	Jobs with wages ≥\$17/hour
Retail/commercial	3,300	0	3,300	5.5	5.5	2
Industrial						
Office						
Other (Specify)						

3n. List and describe any businesses that will be located on the site. Identify any that are Small Business Enterprises (SBE), Women Business Enterprises (WBE), Minority Business Enterprises (MBE) or Veteran owned.

Veteran Owned

4. Project Costs

4a. Current taxable market value of the site: \$286,400.00

4b. Anticipated taxable market value after redevelopment: \$600,000.00

4c. Development costs

Acquisition cost:

Total development cost: \$789,960.00

4d. Proposed cost of activities/use of CGPI funds

Activity	Total Cost	CGPI Request
Acquisition		
Utilities	\$94,825	\$50,000
Sidewalks/Trails		
Lighting		
Site Work		
Demolition		
Landscaping		
Roadways		
Stormwater		
Streetscaping		
Soil Remediation		
Environmental cleanup		
Parking		
Other		
Other		

5. Narrative

5a. Describe how this project fits into the city's goals and the Redevelopment Plan, it's public purpose, any extraordinary costs, and the community's need for the project. Describe other projects completed/underway as part of the Redevelopment Plan or in the area and how this project may catalyze additional (re)development.

The Waconia American Legion Post #150 has been an active entity within the community since 1920 and located within the downtown core of the community providing service to area veterans and the broader community. The relocation of the post to 4 Main Street E will facilitate the redevelopment of the current site into 47 unit market rate apartment. The new location is also situated within the downtown core and will remodel an underutilized office and retail space with private parking into a food, beverage, and community gathering and event space. The use of this space adds to the vibrancy and walkability of the downtown and provides a more accessible and safe space for this active civic and veteran group.

5b. Provide a brief history of the site including previous uses, slum or blight, activities, contamination and other attempts at redevelopment.

The site originally was an automobile repair and fueling station and in 1920 became the home of Waconia Dodge until 2005. Since that time the space had been portioned into small private office or retail space.

5c. How does your project create a more livable community? Include information about the mix of uses, proximity to transit, reduced/shared parking, resiliency, walkable neighborhoods, green space, increased density, benefits to businesses/organizations, and community building elements.

The redevelopment of this space by the Waconia American Legion secures this active civic and volunteer organization in delivering core services to veterans in the community as it has since 1920. In addition to serving local veterans the post is active in supporting other community-based programs such as Meals on Wheels, American Red Cross blood drive, area youth athletic association fundraising events, Boys State/Girls State, local Legion baseball team(s), venue for the meeting and congregation of areas senior citizen groups, civic group meeting facilities supporting Waconia Lions, Girl Scouts, Cub Scouts, Boy Scouts, and funeral space for the un-churched. Through lawful gaming the Waconia American Legion also provides direct cash donations on average of \$40,000 annually.

5d. Describe any contamination on the project site or in the redevelopment plan area. Was a Response Action Plan developed? Will the project be cleaning up any contaminated soils, hazardous waste or other elements? If so, describe the type of clean up.
None

5e. Describe how the project is maximizing the potential of the site.

The project seeks to rehabilitate an old and historical building in the core downtown well as provide ample off street parking to the building.

5f. Will any existing residents, tenants or businesses be temporarily or permanently relocated as a part of this project? If so, please describe how relocation will occur.

None

5g. Describe the biggest challenges or extraordinary costs facing your project and explain why the project is not feasible without CGPI funds. Please include any challenges not previously described such as status of site control, financing, rents and returns, tenants/leasing and other items pertinent to a successful project.

Buildings built pre-municipal connection to the MUSA in our community often face similar challenges experienced by the Waconia American Legion in the rehabilitation of this site. Most sites without any significant rehabilitation or redevelopment documented by Metropolitan Council often are assigned a very low SAC determination in a grandfathered status, regardless of the historical use of the site. Which in this case was a long time use as automobile service and sales location which is equal to or greater than the historical sanitary sewer usage of the new proposed use.

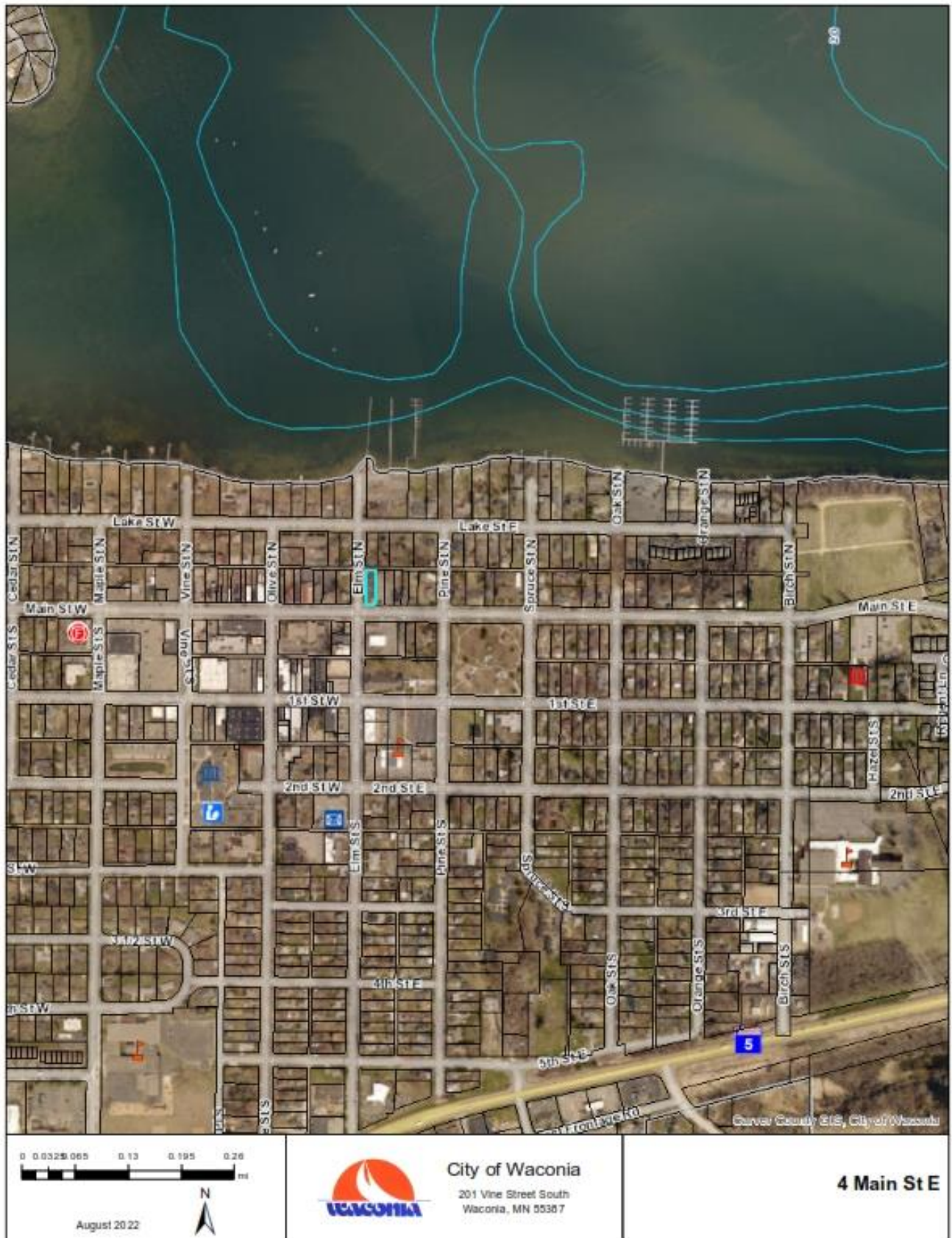
Upon redevelopment a new determination by the Metropolitan Council is required and a new determination is completed. In this instance the SAC credit on the parcel was "1" and the new determination was "9", resulting in the payment due for utility trunk fees to the Metropolitan Council and the City of Waconia of \$94,825.

The process for determining SAC in these older buildings often prove to be a financial hardship and barrier to the re-use, rehabilitation, or re-development in the core downtown of our community.

More specifically the criteria for the determination of SAC units for a food and beverage establishment is based upon the "highest possible use" on any given day of the year. In the case of the Waconia American Legion, full service food service is provided by the Legion 3 days per month with on average 5 outside user group events per month. The Metropolitan Council SAC determination does not factor in this limited use as a food and beverage provider when making this determination. So in this case the determination would be similar to another full service food and beverage provider operating 7 days per week.

Attachments

1. City Resolution (sample is attached and must contain all provisions listed)
2. Location map
3. Site plan and elevations (if available)
4. Existing conditions photos
5. Redevelopment plan (if it is a redevelopment project)
6. Relocation plan (if applicable)
7. Copies of any funding commitments
8. Evidence of site control
9. Development pro forma that includes such things as sources and uses, financing assumptions of any debt, debt service coverage ratio, loan to value, loan to cost, percent equity and cash on cash return.



[illegible]

FLOOR FINISH SCHEDULE	
CHAPER	
1.01	NOF USED
UNIT	
1.01	NOF USED
1.02	WALL BASE EXTERIOR EXTERIOR COVE - F 1024 RIDGE 147
RE	
1.03	NOF USED
1.04	NOF USED
1.05	SHOWER TUB INTERPOLYMER/CEMENTICS PURVIS GRAY 307 F F 110 - 12X24 BOND INSTALLATION
UNIT	
1.01	NOF USED
1.02	NOF USED
CONCRETE	
1.01	BRAND-CONCRETE CLASH COAT

FINISH PLAN KEYED NOTES	
1	NOT USED
2	6" QUARRY TILE BASE BEHIND BAR WALL & CHINING OF BAR / KITCHEN

(SHEET NUMBER)

N

A600








AMERICAN LEGION
235 W. MAIN STREET, SUITE 201
WACONIA, MN 55387
952-451-9763

PROJECT INFORMATION:
AMERICAN LEGION
POST 150
INTERIOR BUILD-OUT

4 MAIN STREET EAST
WACONIA, MN 55387

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION,
AND/OR CONTRACT DOCUMENTS, INCLUDING ALL
DIRECTLY RELATED AND THAT I AM A QUALIFIED
PROFESSIONAL ARCHITECT UNDER THE LAWS OF THE
STATE OF MINNESOTA.
Matthew Kaeding
REGISTERED # 1444
DATE 4/13/22

ISSUE RECORD:

NO.	DATE	DESCRIPTION
1	3/14/22	CONSTRUCTION DOCUMENTS
2	3/14/22	CONSTRUCTION DOCUMENTS
3	3/14/22	CONSTRUCTION DOCUMENTS
4	3/14/22	CONSTRUCTION DOCUMENTS
5	3/14/22	CONSTRUCTION DOCUMENTS
6	3/14/22	CONSTRUCTION DOCUMENTS
7	3/14/22	CONSTRUCTION DOCUMENTS
8	3/14/22	CONSTRUCTION DOCUMENTS
9	3/14/22	CONSTRUCTION DOCUMENTS
10	3/14/22	CONSTRUCTION DOCUMENTS
11	3/14/22	CONSTRUCTION DOCUMENTS
12	3/14/22	CONSTRUCTION DOCUMENTS
13	3/14/22	CONSTRUCTION DOCUMENTS
14	3/14/22	CONSTRUCTION DOCUMENTS
15	3/14/22	CONSTRUCTION DOCUMENTS
16	3/14/22	CONSTRUCTION DOCUMENTS
17	3/14/22	CONSTRUCTION DOCUMENTS
18	3/14/22	CONSTRUCTION DOCUMENTS
19	3/14/22	CONSTRUCTION DOCUMENTS
20	3/14/22	CONSTRUCTION DOCUMENTS

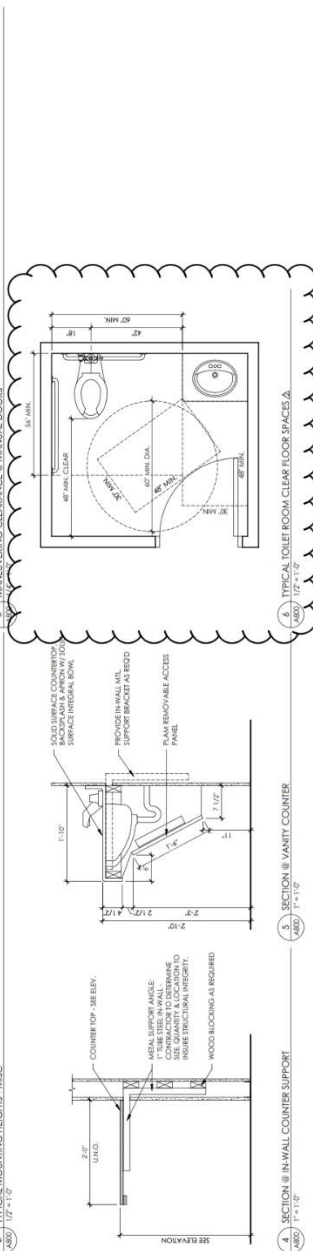
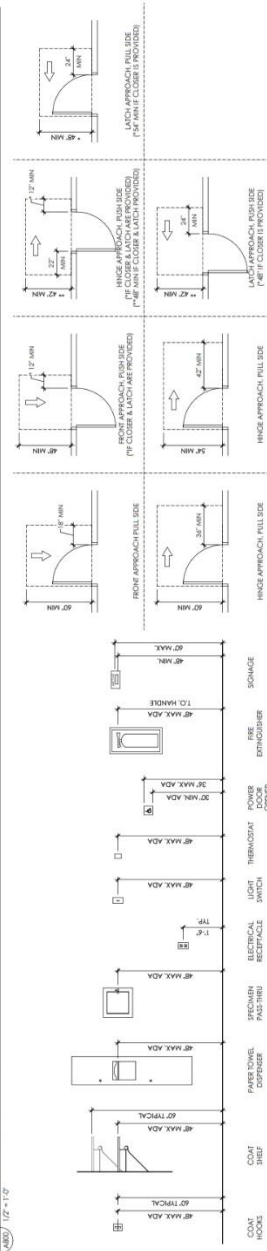
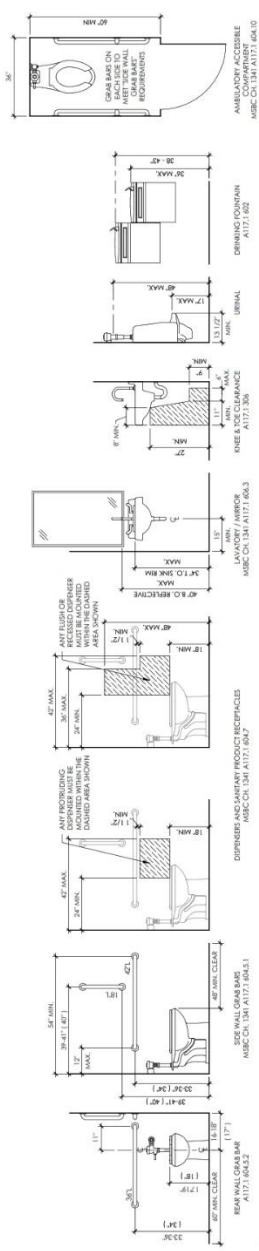
PROJECT: AMERICAN LEGION WACONIA
DATE: 3/14/22
DRAWN BY: BOSTROM
CHECKED BY: KAEDING

SHEET NAME:
STANDARD DETAILS &
TYPICAL MOUNTING
HEIGHTS

SHEET NUMBER:

N
A800

NOTE: ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
ALL FINISHES ARE TO BE FURNISHED BY THE OWNER.
ANY VARIATIONS NOTED ON PLANS,
REVISED AND ACCESSORIES SHOWN,
FOR REFERENCE ONLY. SET PLANS FOR
CONSTRUCTION SHALL BE THE FINAL
AUTHORITY FOR ALL DIMENSIONS.
NOT ALL DETAILS MAY APPLY.



LEASE

THIS LEASE, ("Lease") dated as of May 4, 2022 (the "**Effective Date**"), is entered into by and between 4Main, LLC, a Minnesota limited liability company ("**Landlord**"), and Waconia American Legion Post 150 a/k/a Waconia Post No. 150, The American Legion, Department of Minnesota, a Minnesota non-profit corporation ("**Tenant**").

1. **Premises.** Landlord leases to Tenant, and Tenant leases from Landlord, approximately 3,302 square feet of space on the main level and the right to use the outdoor patio area (the "**Premises**") within a building having an address of 4 Main Street East, Waconia, Minnesota (the "**Building**"). The Tenant's agreed upon percentage allocation of the square footage of the Premises is 73.3% ("**Pro Rata Share**") with the remaining 26.7% allocated to another occupant of the Building. The land upon which the Building is situated is specifically identified by Carver County Parcel Identification No. 75.050.3990, and the parking lot located adjacent thereto identified by Carver County Parcel Identification Nos. 75.050.3980 and 75.050.3970 is also subject to use by Tenant as an occupant of the Building and Premises (collectively the "**Land**"). The Land, the Building and the Premises are depicted and set forth on **Exhibit A** attached hereto and incorporated herein.

2. **Term.** The term (the "**Term**") of this Lease commences on the Effective Date (the "**Commencement Date**") and expires on July 31, 2032, unless extended or sooner terminated as permitted by this Lease.

3. **Base Rent.** Except as set forth to the contrary elsewhere in this Lease, Tenant will pay Landlord the amount set forth below per month during the Term, at the address set forth in Section 31, or such other place as Landlord may designate, in advance on the first (1st) day of each month, without demand, deduction or setoff except as expressly permitted by this Lease (the "**Base Rent**"):

	Dates	Base Rent Per Square Foot	Monthly Minimum Rental	Annual Rent
Year 1	8/1/22-7/31/23	\$ 10.00	\$ 2,751.67	\$33,020.00
Year 2	8/1/23-7/31/24	\$ 10.30	\$ 2,834.22	\$ 34,010.60
Year 3	8/1/24-7/31/25	\$ 10.61	\$ 2,919.24	\$ 35,030.92
Year 4	8/1/25-7/31/26	\$ 10.93	\$ 3,006.82	\$ 36,081.85
Year 5	8/1/26-7/31/27	\$ 11.26	\$ 3,097.03	\$ 37,164.30
Year 6	8/1/27-7/31/28	\$ 11.59	\$ 3,189.94	\$ 38,279.23
Year 7	8/1/28-7/31/29	\$ 11.94	\$ 3,285.63	\$ 39,427.61
Year 8	8/1/29-7/31/30	\$ 12.30	\$ 3,384.20	\$ 40,610.44
Year 9	8/1/30-7/31/31	\$ 12.67	\$ 3,485.73	\$ 41,828.75
Year 10	8/1/31-7/31/32	\$ 13.05	\$ 3,590.30	\$ 43,083.61

Base Rent will be abated until November 1, 2022. Tenant will begin paying Operating Expenses on August 1, 2022. Tenant will pay for utilities and trash removal related to construction of any tenant improvements prior to August 1, 2022. Base Rent for partial months during the Term will

be prorated based upon the number of days in said months. If Rent (and the Operating Expenses – as defined below) are not paid by Tenant when due: (i) a late charge equal to 5% of such overdue amount shall become immediately due and payable as compensation to Landlord for administrative costs; and (ii) the unpaid balance due Landlord shall bear interest at the Interest Rate (as hereafter defined) from the date such installment became due and payable to the date of payment thereof by Tenant, and such late charge(s) and interest shall constitute additional rent hereunder which shall be immediately due and payable. The "Interest Rate" as used in this Lease means the lesser of: the maximum rate permitted by law and six percent (6%) per annum.

4. **Operating Expenses.** Tenant will pay Landlord its Pro Rata Share of all operating expenses for the Building and Land, including, but not limited to, real estate taxes and special assessments, insurance, snow removal, lawn care, landscaping and all utilities including electricity, sewer, water, gas and trash removal, and miscellaneous building expenses, including but not limited to, an allocation of administrative costs for accounting software, accounting fees, postage, supplies, licenses, and property management insurance together with a management fee (which management fee will not exceed five percent (5%) of Rent then in effect) (the "Operating Expenses"). The real estate taxes included within the Operating Expenses are those real estate taxes associated with the Land. Landlord agrees to perform, or cause to be performed, all services included within the Operating Expenses. To the extent that a capital improvement related to the roof membrane, the heating, ventilating and air conditioning system ("HVAC System"), the electrical system or the plumbing is made to the Building, Tenant shall pay for its Pro Rata Share of the amortized cost thereof, as part of the Operating Expenses. Any replacement of the HVAC System will be amortized over its useful life of 15 years. The amortization for such capital improvement shall be calculated based on the number of years remaining in the expected life of the capital improvement as commonly known in the commercial real estate industry. Landlord agrees that all Operating Expenses related to equipment repair and maintenance service contracts shall be in place at all times during the Term, on an uninterrupted basis. During the first year of the Term the Operating Expenses are estimated to be \$10.00 per square foot per year, payable in advance, together with the Base Rent on the first day of the month commencing August 1, 2022. Operating Expenses for partial months during the Term will be prorated based upon the number of days in said months. Prior to commencement of each lease year thereafter, Landlord shall provide Tenant with an estimate of the annual Operating Expenses for the coming lease year. As soon as possible after the end of each twelve months of the Term, but no later than October 1 of the following year, Landlord shall provide Tenant with a written statement of actual Operating Expenses incurred from the prior lease year. Any overpayments shall be paid to Tenant in a lump sum within ten (10) days of the date of said statement, and any underpayments shall be paid by Tenant in a lump sum within ten (10) days of the date of said statement. Such overpayments or underpayments shall be deemed to have accrued during the prior twelve-month period (or prorated period, if applicable, due to partial years). Landlord shall maintain books and records showing, in detail, actual Operating Expenses in accordance with sound accounting practices. All such books and records shall be made available to Tenant for inspection upon reasonable prior notice. The term "Rent" shall include Base Rent and Tenant's share of Operating Expenses.

5. **Option Terms.** Provided Tenant is not in default beyond any applicable cure periods, Tenant shall have four (4), five (5) year, consecutive options to extend the Term with no fewer than one hundred eighty (180) days' written notice to Landlord prior to the expiration of the Term (each such extension being thereafter included in the definition of "Term"). Base Rent

during each option term shall be at the then current fair market rent. "**Fair Market Rent**" for purposes of this Lease shall mean the rental rates (excluding any tenant incentives or allowances) and all other economic terms which Landlord is then offering or would then offer to another tenant of a size and use similar to that of Tenant in the Waconia/Southwestern Twin Cities area; provided, however, that in no event shall such Fair Market Rent for extension of the Term be less than the Base Rent payable for the previous year of the Term pursuant to the Lease nor more than five percent (5%) more than the Base Rent payable for the previous year of the term. Notwithstanding anything to the contrary in this Lease contained, the term "Term" whenever used in this Lease, shall be defined to include the original term and all renewals and extensions thereof.

6. **Security Deposit.** Tenant shall deposit \$5,503.34 (which amount is one month's Rent) with Landlord upon the execution of this Lease, the receipt of which is hereby acknowledged. Landlord shall hold said funds as security for all of Tenant's obligations under this Lease. The security deposit shall be returned to Tenant at the end of the Term without interest provided all Rent been paid through the end of the Term, Tenant is not in default in any part of this Lease, and Tenant has otherwise complied with the terms of this Lease.

7. **Use.** Subject to all Legal Requirements (as set forth below), Tenant may use the Premises as a full-service restaurant, bar and entertainment venue, and may permit other service groups and individuals to use and/or rent the kitchen area for food preparations and the hall area for holding community events, fundraisers, wedding receptions and other events, provided, all such service groups and individuals comply with all terms of this Lease including but not limited to the insurance requirements.

8. **Repair, Maintenance and Replacement Obligations:** Landlord, at its sole cost and expense and without reimbursement from Tenant, is responsible for maintaining, repairing and replacing all structural elements of the building including foundations, exterior walls, slab and roof structure, exterior windows and doors, and the parking lot on the Land, except for any damage caused by Tenant.

9. **Tenant Obligations:** Tenant agrees:

9.1 to keep the Premises in as good condition and repair as it was on the Commencement Date, reasonable wear and tear, damage from fire and other casualty for which insurance is procured, or any other cause beyond the reasonable control of the Tenant excepted;

9.2 to maintain and repair, at its sole expense, everything (other than the structural elements of the building, including the foundation, exterior walls, slab and roof structure, exterior windows and doors) within the Premises, including plate glass for the doors and windows and for any damage to the Building caused by Tenant;

9.3 to occupy the Premises in a safe and careful manner and in compliance with Legal Requirements and without committing or permitting waste;

9.4 to neither do nor suffer anything to be done or kept in or about the Premises which contravenes Landlord's insurance policies or increases the premiums therefor;

9.5 to permit no reproduction of sound which is distinctly audible outside the Premises if the doors of the Premises are closed, nor permit odors to be unreasonably dispelled from the Premises;

9.6 to keep the Premises clean and sanitary and any rubbish, garbage and waste generated by Tenant from the Premises in proper dumpsters provided by Landlord adjacent to the Premises or such other area designated by Landlord from time to time until such rubbish, garbage and waste is removed from the Building, properly dispose of cooking oils within a reasonable amount of time with a cooking oil disposal vendor and to permit no refuse to accumulate around the exterior of the Premises;

9.7 to neither load nor unload or permit the loading or unloading of merchandise, equipment or other property from any doors of the Premises that open onto the front sidewalk areas and to use reasonable efforts to prevent the parking or standing of delivery or service vehicles and equipment upon the Land except when actually engaged in loading or unloading;

9.8 to shut off all exhaust fans, if any, servicing the Premises at all times when the Premises are closed; to keep the Premises adequately heated and cooled to comfortable room temperature year round;

9.9 that it shall make no installations upon nor any penetrations through the roof or the exterior walls of the Premises without the prior written consent of Landlord; and

9.10 to contract for termite and pest extermination services covering the Premises, if specifically requested by Landlord; provided, however, Landlord reserves the right to implement a program for termite and pest extermination for portions of the Building and Tenant shall participate in such program at Tenant's sole cost and expense upon notice from Landlord.

10. **Requirements of Law.** Landlord is responsible for compliance with Legal Requirements which are applicable to all or any part of the Building. Tenant will comply with all Legal Requirements relating to its use and occupancy of the Premises, including, without limitation, all environmental laws, acquisition of and compliance with all permits and licenses, including liquor license requirements and safety and sanitary laws. Tenant shall not use, store, dispose of, or release any hazardous material in the Premises or the Building. "**Legal Requirements**" means all laws, ordinances, orders, rules and regulations, whether local, state, federal or promulgated by other agencies or bodies applicable to the Building, including, without limitation, all environmental laws, building codes and regulations, indoor air quality requirements and Title Three of the Americans with Disabilities Act.

11. **Alterations.** Tenant shall not make any alterations, additions or improvements in or to the Premises, the aggregate of which exceed \$20,000.00 without first obtaining the written consent of Landlord, which consent will not be unreasonably withheld or delayed; notwithstanding the foregoing Tenant is permitted to make the improvements detailed in Section 39 herein. Tenant will obtain Landlord's prior written approval of any contractor or subcontractor who performs work on the Premises. Tenant will, within thirty (30) days after filing of a lien, pay or bond over and discharge any mechanic's, materialmen's or other lien against the Premises resulting from Tenant's failure to make such payment. Tenant will immediately notify Landlord of any claim of lien or other action of which it has knowledge which relates to any improvements in the Premises made by Tenant or at its direction. If Tenant fails to remove or contest the lien within the 30 day period, Landlord may take such action as it deems reasonably necessary to remove the lien, which costs will be payable by Tenant to Landlord upon presentation.

12. **Signage.** Subject to compliance with all Legal Requirements, Tenant may install identification signs on the Building and a panel on any monument sign for the Building. Tenant will first obtain Landlord's review and approval of detailed installation plans for the signage, which shall not be unreasonably withheld.

13. **Entry by Landlord.** Landlord and its agents have the right to enter the Premises at any reasonable time and upon reasonable prior oral notice during the Term for (a) inspecting, cleaning, maintaining and repairing the Premises, or for exhibiting the Premises to insurance carriers, lenders and prospective purchasers, and (b) during the last 6 months of the Term if an available Option is not exercised, or at any time after a Tenant default and the running of the applicable grace period, for exhibiting the Premises to prospective tenants.

14. **Subordination.** At the request of any mortgagee or ground lessor this Lease will be subject and subordinate to any mortgage or ground lease which may now or hereafter encumber the Premises, and Tenant will execute, acknowledge and deliver to Landlord a subordination, attornment and non-disturbance agreement evidencing such subordination and Tenant's agreement to attorn to such mortgagee or ground lessor if such mortgagee or ground lessor acquires title to the Premises; provided, however, that this Lease remains unmodified and that the mortgagee or ground lessor agrees in such subordination, attornment and non-disturbance agreement that Tenant's peaceable and quiet possession of the Premises under this Lease will not be disturbed so long as Tenant is not in default under this Lease. In no event will Tenant's possession of the Premises be disturbed as long as Tenant is not in default beyond applicable cure periods under this Lease.

15. **Estoppel Certificates.** Within 20 days after written request from Landlord, Tenant will execute, acknowledge and deliver to Landlord a document furnished by Landlord, which may be relied upon by Landlord and any prospective purchaser, mortgagee or ground lessor of the Premises, stating (a) that this Lease is unmodified and in full force and effect (or if modified, that the Lease is in full force and effect as modified and stating the modifications), (b) the dates to which Base Rent, Operating Expenses and other charges have been paid, (c) the current Base Rent, (d) the dates on which the Term begins and ends, (e) that Tenant has

accepted the Premises and is in possession, (f) that, to the knowledge of Tenant, Landlord is not in default under this Lease, or specifying any such default, and including such other information as the prospective purchaser, mortgagee or ground lessor may reasonably require.

16. **Indemnification.** Subject to Section 17, Tenant will indemnify Landlord against all claims, demands and actions, and all related costs and expenses (including reasonable attorneys' fees) for injury, death, disability or illness of any person occurring on the Premises or on the Land to the extent caused by Tenant's negligence.

17. **Landlord's Insurance Obligation.** Landlord shall insure its activities in connection with this Lease and obtain, keep in force and maintain insurance as follows (collectively, "Landlord's Insurance"):

- 17.1 Commercial General Liability (contractual liability included) with minimum limits as follows:
 - 17.1.1 Each Occurrence \$1,000,000
 - 17.1.2 Products/Completed Operations Aggregate \$1,000,000
 - 17.1.3 Personal and Advertising Injury \$1,000,000
 - 17.1.4 General Aggregate \$3,000,000
- 17.2 Property, Fire and Extended Coverage Self-Insurance Program in an amount equal to one hundred percent (100%) of the full replacement value of the Building and the costs of demolition and debris removal.
- 17.3 Workers' Compensation as required by Minnesota law.
- 17.4 Business Interruption and/or Rent Loss Insurance.

18. **Tenant's Insurance Obligation.** Tenant, at its sole cost and expense, shall insure its activities in connection with this Lease and obtain, keep in force and maintain insurance, of at least an A rating, or better, with A.M. Best in the State of Minnesota, as follows:

- 18.1 Commercial Form General Liability Insurance (contractual liability included) with minimum limits as follows:
 - 18.1.1 Each Occurrence \$1,000,000
 - 18.1.2 Products/Completed Operations Aggregate \$1,000,000
 - 18.1.3 Personal and Advertising Injury \$1,000,000
 - 18.1.4 General Aggregate \$3,000,000

If the above insurance is written on an occurrence based form, it shall continue for three (3) years following termination of this Lease. The insurance shall have a retroactive date of placement prior to or coinciding with the Commencement Date.

- 18.2 Liquor Liability or Dram Shop insurance with a combined single

limit of not less than one million dollars (\$1,000,000) per occurrence.

- 18.3 Property, Fire and Extended Coverage Insurance in an amount equal to one hundred percent (100%) of the full replacement value to reimburse Tenant for all of its equipment, trade fixtures, inventory, fixtures and other personal property located on or in the Premises including leasehold improvements hereinafter constructed or installed.
- 18.4 Workers' Compensation as required by Minnesota law.
- 18.5 Business Interruption insurance.
- 18.6 Such other insurance in such amounts which from time to time may be reasonably required by the Landlord against other insurable risks relating to performance.

The coverages referred to under Sections 18.1 and 18.2 above shall include Landlord as an additional insured. Such a provision shall apply only in proportion to and to the extent of the negligent acts or omissions of Tenant, its officers, partners, agents, and employees. Tenant, upon the execution of this Lease, shall furnish Landlord with certificates of insurance evidencing compliance with all requirements. Certificates shall provide for thirty (30) days (ten (10) days for non-payment of premium) advance written notice to Landlord of any material modification, change or cancellation of any of the above insurance coverages. At the request of Tenant, Landlord will provide proof of insurance carried as set forth above.

19. **Waiver of Insurable Claims.** Notwithstanding anything to the contrary set forth hereinabove, Landlord and Tenant do hereby waive any and all claims against one another for damage to or destruction of real or personal property to the extent such damage or destruction can be covered by commercially available "all risks" property insurance. The risk to be borne by each party shall also include the satisfaction of any deductible amounts required to be paid under the applicable "all risks" fire and casualty insurance carried by the party whose property is damaged, and each party agrees that the other party shall not be responsible for satisfaction of such deductible. These waivers shall apply if the damage would have been covered by a customary "all risks" insurance policy, even if the party fails to obtain such coverage. The intent of this provision is that each party shall look solely to its insurance with respect to property damage or destruction which can be covered by commercially available "all risks" property insurance. Each such policy shall include a waiver of all rights of subrogation by the insurance carrier against the other party, its agents and employees with respect to property damage covered by the applicable "all risks" fire and casualty insurance policy.

20. **Assignment and Subletting.** Tenant may assign its interest in this Lease or sublet all or any portion of the Premises to any affiliate of Tenant without Landlord's consent provided Tenant gives Landlord notice and the assignee or subtenant agrees to comply with all Legal Requirements and provisions of this Lease. Upon notice to, and the consent of, Landlord, which

consent will not be unreasonably withheld or delayed, Tenant may either or both assign this Lease or sublet all, or a portion of, the Premises. No such assignment or subletting will release Tenant from its obligations under this Lease unless otherwise agreed to by Landlord. If the value of the consideration to be received by Tenant for such assignment or sublease (after deducting leasing commissions, rental paid during any period in which the Premises were vacant, the unamortized part of Tenant's contribution to tenant improvements, if any, and any other reasonable out-of-pocket expenses of Tenant incurred in connection with such subleasing or assignment of the Premises) will exceed the sum of the Base Rent and the Operating Expenses, or prorated portion thereof as the case may be, Tenant shall pay to Landlord, as additional Base Rent, Fifty percent (50%) of the excess of the consideration paid in connection with or pursuant to the assignment or sublease, over the sum of the Base Rent and the Operating Expenses then due applicable to the assigned or subleased space. Temporary use of the Premises and the rights of Tenant under this Lease by a third party, upon permission from Tenant, will not constitute assignment nor subletting.

21. **Eminent Domain.** If there is a substantial taking of any of the Land, either Landlord or Tenant may terminate this Lease by giving written notice to the other within 30 days after a final determination under the Legal Requirements that the taking will occur. All damages, awards and payments for the taking will belong to Landlord irrespective of the basis upon which they were made or awarded, except that Tenant will be entitled to any amounts specifically awarded for Tenant's leasehold interest, trade fixtures or equipment. If this Lease is not terminated as a result of the taking, Landlord will restore the Building and Land to a condition as near as reasonably possible to the condition prior to the taking and Rent will be abated (1) as to the portion of the Premises included in the taking, for the remainder of the Term, and (2) as to any other portion of the Premises rendered untenable by the taking, for the period of untenability in proportion to the amount of space which is untenable.

22. **Damage.** If the Building is totally destroyed by fire or any other casualty (a "Casualty"), this Lease automatically terminates as of the date of such destruction. If the Building is damaged to the extent that the same is untenable and cannot be repaired in the opinion of a licensed architect selected by Landlord within 120 days after the Casualty, either Landlord or Tenant may terminate this Lease as of the date of such Casualty by notice to the other within 30 days after the Casualty. If the Building is damaged by a Casualty and this Lease is not terminated as aforesaid, the damage must be promptly repaired by, and at the sole cost of, Landlord. Until such repairs and restoration are completed, all Rent is abated in proportion to the portion of the Building which is untenable or inaccessible by Tenant in the conduct of its business by virtue of the Casualty.

23. **A. Tenant Defaults.** An Event of Default ("Event of Default") exists under this Lease if (a) Tenant fails to pay Rent or other amounts due under this Lease within 10 business days after the date on which Tenant receives Landlord's written notice that such payment is past due (provided, however, that Landlord is only required to provide two such notices during any consecutive 12 month period); or (b) Tenant fails to perform any other obligation under this Lease and Tenant fails to commence to cure such failure within 30 days after written notice by Landlord to Tenant (except in the event of an emergency) and to thereafter diligently and continuously pursue such cure. After the applicable cure period, Landlord may, with

or without terminating this Lease, cure the default and charge Tenant all costs of doing so. Landlord may also may elect by written notice to Tenant, after an Event of Default, to terminate this Lease and to require Tenant to pay Landlord all past due amounts under this Lease plus the present value (as of the date of such election) of the amount, if any, of Rent which would have been payable from the date of such election through the last day of the Term (but not the Option periods) had this Lease remained in effect (the “**Remaining Period**”). For purposes of calculating the present value of the Rent, a discount rate equal to the annual yield on U.S. Treasury Bonds with term equal to the Remaining Period shall be employed, and with the assumption that the Rent amounts would have been paid in equal monthly installments over the Remaining Period. If Tenant defaults in any of its obligations under this Lease, it will promptly reimburse Landlord for all costs (including reasonable attorneys’ fees) incurred by Landlord in enforcing Tenant’s obligations. No right or remedy will preclude any other right or remedy, no right or remedy will be exclusive of or dependent upon any other right or remedy, and any right or remedy may be exercised independently or in combination.

B. Landlord Default. Should Landlord be in default of its obligations under the terms of this Lease, Landlord shall have thirty (30) days in which to cure the same after written notice to Landlord by Tenant; provided, however, should remedial action on the part of Landlord reasonably require a period in excess of said period, Landlord shall have such additional time necessary to cure such default, not to exceed ninety (90) days, provided Landlord diligently pursues such cure. If Tenant is not able to fully operate its business at the Premises during the time that Landlord is pursuing such cure, the Rent shall be reduced pro rata for the percentage of the Premises in which Tenant is unable to operate. Upon any such uncured default by Landlord, Tenant may exercise any of its rights provided at law or in equity. Notwithstanding anything contained in this Lease to the contrary, the obligations of Landlord under this Lease (including any actual or alleged breach or default by Landlord) do not constitute personal obligations of the individual partners, directors, officers, members or shareholders of Landlord, and Tenant shall not seek recourse against the individual partners, directors, officers, members or shareholders of Landlord or against Landlord’s partners or any other persons or entities having any interest in Landlord, or any of their personal assets for satisfaction of any liability with respect to this Lease.

24. **Outside Seating.** Tenant shall have the right to use the patio area adjacent to the Premises, for an outdoor eating area, as long as such use complies with all Legal Requirements and with a schedule, layout and design mutually agreed upon by Landlord and Tenant. The patio area is depicted on the attached **Exhibit A**.

25. **Parking and Use of Outdoor Space.** Tenant shall have the non-exclusive right to use the parking lot adjacent to the Premises on the Land. Tenant may install a flag pole and historical monuments on the Land in a location approved by Landlord. Tenant may use the Premises and parking area to host “Nickle Dickle” Days and other community events subject to compliance with all Legal Requirements and Landlord’s prior written approval, not to be unreasonably withheld. In such event, Tenant will not disturb the other occupants of the Building.

26. **Right of First Refusal to Lease Additional Space.** The Building has additional space that is, as of the Effective Date, currently occupied by Edward Jones (the “**Additional Space**”). At such time as the Additional Space becomes available for lease, Landlord will provide

Tenant with notice of its availability and provided Tenant is not in default under this Lease, Tenant will have the right of first refusal to lease the Additional Space by providing notice of Tenant's intent within a period of fifteen (15) business days from the date of the notice. The lease of the Additional Space shall be upon the same terms and conditions of this Lease at which time the Additional Space shall be aggregated with the Premises which together shall comprise 100% of the main floor of the Building. The Term of the Lease, inclusive of the Additional Space, shall be the Term as set forth in this Lease. For the avoidance of doubt, regardless of when Tenant may exercise its right of first refusal to lease the Additional Space, the Term of the Lease related to the Premises and the Additional Space shall run contemporaneously. In the event Tenant does not exercise its right of first refusal, this right shall expire and terminate.

27. **Right of First Offer.** Provided Tenant is not in default under this Lease, Tenant shall have the one-time right of first offer to make an offer to purchase the Premises if Landlord decides to list the Premises for sale with a real estate broker. Landlord will give Tenant written notice that it is anticipating selling the Premises and Tenant may make an offer to purchase the Premises within 5 days thereafter which Landlord may accept or reject. Landlord will not be required to provide Tenant with any notice if Landlord transfers the Property to a related entity or sells the Property without listing it for sale with a real estate broker. In the event Tenant does not exercise its right of first offer, this right shall expire and terminate.

28. **Tenant Financing.** Tenant shall have the right from time to time to grant and assign a security interest in all of Tenant's personal property located within the Premises to its lenders in connection with Tenant's financing arrangements, and any lien of Landlord against Tenant's personal property (whether by statute or under the terms of the Lease) shall be subject and subordinate to such security interest. Landlord shall execute such documents as Tenant's lenders may reasonably request in connection with any such financing.

29. **Waiver of Lease Provisions.** No waiver by Landlord or any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by Tenant. Landlord's acceptance of rent or any other amounts owed by Tenant shall not waive any known or unknown past or existing breach of lease. Landlord's acceptance of any partial payment of rent or other amounts owed by Tenant shall not operate as a waiver of any of Landlord's remedies, including an action to evict Tenant for the balance of the owed amounts.

30. **Return of Possession to Landlord.** On expiration of the Term or sooner termination of this Lease, Tenant will return possession of the Premises to Landlord, without notice from Landlord, in good order and condition, except for ordinary wear, and except for damage, destruction or conditions Tenant is not required to remedy under this Lease. Tenant will give Landlord all keys for the Premises and will inform Landlord of combinations on any locks and safes on the Premises. Any and all tenant improvements made by the Tenant within the Premises shall remain and become property of Landlord. All personal property and equipment owned by Tenant shall remain the property of Tenant and shall be removed on or before the Premises are returned to Landlord. Any personal property or equipment left in the Building after expiration or termination of this Lease will be deemed abandoned by Tenant and will be the

property of Landlord to dispose of as Landlord chooses.

31. **Notices.** Any notice under this Lease must be in writing, and must be sent by reputable overnight courier, addressed to Landlord and Tenant, as appropriate, at the addresses set forth below, or to such other address as is designated by either party in a notice given under this Section 30. A notice is given on the date that is one business day after deposit with a reputable overnight courier.

Landlord: 4Main LLC
13911 Ridgedale Drive, Suite 243
Minnetonka, MN 55305
Attention: Kara Frank
Federal I.D. #_83-2674025__

With Copies
To: Hope Law PLLC
4999 France Avenue South, Suite 245
Minneapolis, MN 55410
Attn: Roseanne Hope

Tenant: Waconia American Legion Post 150
4 Main Street East
Waconia, MN 55387

With Copies
To: Racheal M. Holland
Melchert Hubert Sjodin, PLLP
121 West Main Street, Suite 200
Waconia, MN 55387

32. **Broker's Commission.** As of the Effective Date of this Lease, Landlord shall pay Copperwood Investments, LLC a brokerage fee of \$1.00 per rentable square foot of the Premises for each year for the first five (5) years of the initial Term and \$.50 per rentable square foot of the Premises for the second five (5) years of the initial Term. Landlord and Tenant represent and warrant to each other that they have dealt with no other brokers, finders or the like in connection with this Lease and agree to indemnify each other and to hold each other harmless against all claims, damages, costs or expenses of or for any other such fees or commissions resulting from their actions or agreements regarding the execution or performance of this Lease, and will pay all costs of defending any action or lawsuit brought to recover any such fees or commissions incurred by the other party, including reasonable attorney's fees.

33. **Governing Law.** This Lease will be construed under and governed by the laws of the state in which the Premises are located. If any provision of this Lease is illegal or unenforceable, it will be severable and all other provisions will remain in force as though the severable provision had never been included.

34. **Entire Agreement.** This Lease contains the entire agreement between Landlord

and Tenant regarding the Premises. This Lease may be modified only by an agreement in writing signed by Landlord and Tenant.

35. **Successors and Assigns.** All provisions of this Lease will be binding on and for the benefit of the successors and assigns of Landlord and Tenant, except that no person or entity holding under or through Tenant in violation of any provision of this Lease will have any right or interest in this Lease or the Premises.

36. **Limitation of Liability.** The liability of Landlord under the Lease is limited to the assets of the legal entity comprising Landlord and the partners, shareholders, directors, officers and employees of Landlord or Tenant, as the case may be, are not liable for any obligation under this Lease. Landlord's liability is limited to its interest in the Building and Land including any insurance proceeds, sales proceeds, condemnation proceeds, and rentals or other requests related thereto. If Landlord sells the Building and Land and delivers possession of the same, Landlord is relieved of all liability under this Lease for occurrences after the completion of that sale if the assignee agrees, in writing, to assume the same. Neither Landlord nor Tenant is liable to the other under, or in connection with, this Lease for any consequential damages, and both Landlord and Tenant waive, to the full extent permitted by law, any claim for consequential damages.

37. **Compliance with Rules and Regulations.** Landlord shall have the ongoing right throughout the Term to implement Rules and Regulations, in any reasonable manner, as may be deemed advisable for the management, safety, care, cleanliness, preservation of good order and operation or use of the Building or the Premises. Any such Rules and Regulations shall first be discussed with Tenant to reach a mutual agreement in the implementation and necessity of any such Rules and Regulations, and after such discussion, the agreed upon Rules and Regulations will be sent to Tenant in writing and shall thereafter be carried out and observed by Tenant.

38. **Landlord's Work.** Landlord will deliver the Premises to Tenant as of the Effective Date in its "as-is" condition subject to delays caused by any circumstances beyond Landlord's reasonable control. During the Summer season of 2022, Landlord will install safety guard rails along the north and west boundaries of the Land where the grade is very steep. During the Summer season of 2023, Landlord will provide, at its sole cost and expense, parking lot milling, overlay and restriping in the parking lot of the Land. In the event Tenant requires a large trash enclosure area to hold large waste and recycling receptacles, Landlord will build the enclosure at its own cost not to exceed \$5,000.

39. **Tenant Improvements and Allowance.** Tenant will provide all tenant improvements and space planning to the Premises ("**Tenant's Work**") at Tenant's sole cost and expense. Tenant shall submit plans and specifications and a list of the general contractor and subcontractors for the Tenant's Work to Landlord for review and approval. Tenant shall not commence any work in the Premises (including, without limitation, any demolition work) until Tenant delivers to Landlord a policy of public liability, property damage and builder's risk insurance in accordance with the requirements of Section 18 of this Lease, Landlord has approved Tenant's plans and specifications and the general contractor for Tenant's Work, and Tenant has received all construction permits. Tenant will complete construction of Tenant's improvements, fixture and stock the Premises and initially open for business to the public on or before August 1,

2022 subject to delays caused by any circumstances beyond Tenant's reasonable control but in no event will Tenant's obligation to pay Rent and other expenses under this Lease be extended by any such delay. Tenant shall be required to control and retain noise, dust or other materials within the Premises, subject to directives from Landlord. Tenant shall be required to clean all heating, ventilation, and air conditioning (HVAC) filters clogged with dust, or other materials resulting from its construction activities. Upon completion of Tenant's Work, Tenant will provide to Landlord a certificate of occupancy and paid and final lien waivers from the general contractor and all subcontractors, laborers and material supplies who provided any part of Tenant's Work at the Premises. Tenant will indemnify Landlord for all costs of construction of the Tenant's Work including but not limited to any liens or any damage to the Building or Land caused by Tenant's Work. Landlord will reimburse Tenant for up to \$50,000 ("**Tenant Improvement Allowance**") for Tenant's Work within ten (10) days after Tenant notifies Landlord that Tenant's Work has been substantially completed provided Tenant delivers to Landlord paid invoices and lien waivers from the general contractor and all subcontractors that they have been paid in full.

{Remainder of this page has been intentionally left blank. Signature page to follow}

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the Effective Date.

LANDLORD

4Main LLC

DocuSigned by:
By: Kara Frank
Its: 5/4/2022

TENANT

Waconia American Legion Post 150

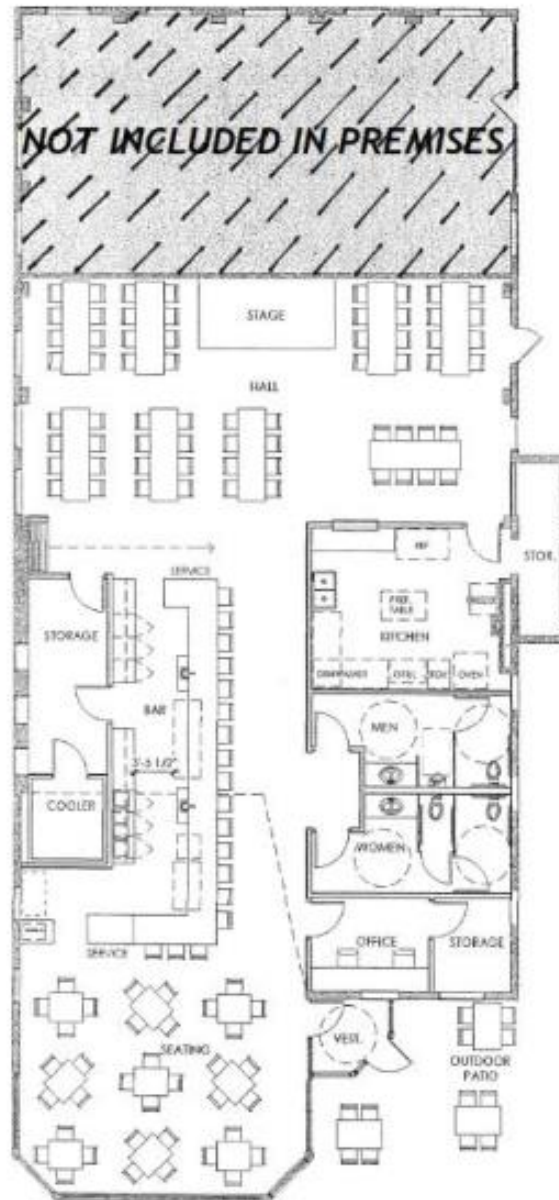
DocuSigned by:
By: Joe Gifford
Its: 5/6/2022

EXHIBIT A

**LAND
Depletion**



**PREMISES
Depiction**



Date of Determination: 04/05/22

Determination Expiration: 04/05/24

Greetings!

Please see the determination below.

Project Name: American Legion
Project Address: 4 Main Street East
Suite #/Campus: 1-3
City Name: Waconia
Applicant: Jennifer Kaeding, Kaeding Architecture

Special Notes: It is the Council's understanding there will be no outdoor seating. If at any time outdoor seating is added, a determination is required.

Charge Calculation:

Food & Drink: 3082 sq. ft. @ 300 sq. ft. / SAC = 10.27

Total Charge: 10.27

Credit Calculation:

Retail (Grandparent 1940): 3082 sq. ft. @ 3050 sq. ft. /SAC = 1.01

Total Credit: 1.01

Net SAC: 9.26 = **9 SAC Due**

The business information was provided to MCES by the applicant at this time. It is the City's responsibility to substantiate the business use and size at the time of the final inspection. If there is a change in use or size, a redetermination will need to be made. If you have any questions email me at: toni.janzig@metc.state.mn.us.

Thank you,

Toni Janzig

SAC Technician

Please visit our SAC website by going to: <http://www.metrocouncil.org/SACprogram>

390 Robert Street North | St. Paul, MN 55101-1805
Phone 651.602.1000 | Fax 651.602.1550 | TTY 651.291.0904 | metrocouncil.org
An Equal Opportunity Employer



CONSTRUCTION LEGEND

EXISTING CONSTRUCTION TO REMAIN
NEW CONSTRUCTION
NEW CONSTRUCTION - PARTIAL HEIGHT

FLOOR PLAN GENERAL NOTES

- [illegible]

DIMENSION PLAN GENERAL NOTES

- [illegible]

FLOOR PLAN KEYED NOTES

- [illegible]

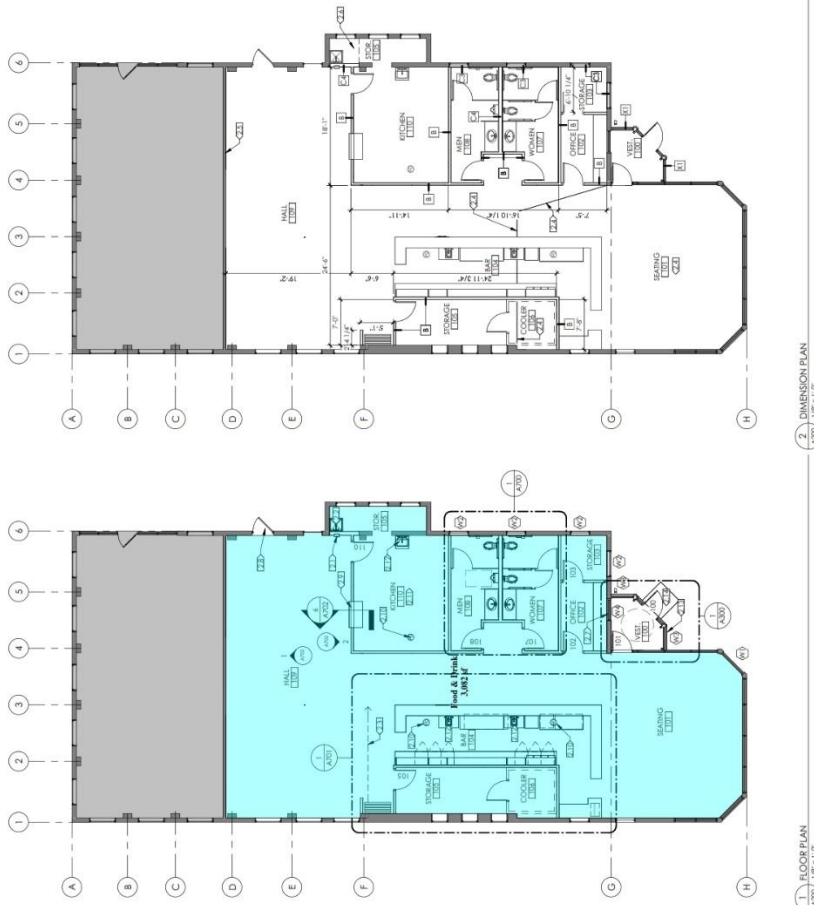
WALL PARTITION TYPES

***TYPICAL PARTITION TO BE  UNO.

SHORE (EXAMPLE)		PARTITION (EXAMPLE)	
A H/R RATED INSULATED 5/8" GYP RD. EACH SIDE 1/2" JOINT FRASER 3 1/2" SOUND ATT. INS. 3/8" MIL. STD. @ 16 O.C.	B SMOKE PARTITION (METAL STUD) 5/8" GYP RD. EACH SIDE 1/2" JOINT FRASER 3 1/2" SOUND ATT. INS. 3/8" MIL. STD. @ 16 O.C.		
B SMOKE INSULATED 5/8" GYP RD. EACH SIDE 1/2" JOINT FRASER 3 1/2" SOUND ATT. INS. 3/8" MIL. STD. @ 16 O.C.	C NON-RATED INSULATED 5/8" GYP RD. EACH SIDE 1/2" JOINT FRASER 3 1/2" SOUND ATT. INS. 3/8" MIL. STD. @ 16 O.C.		
D NON-RATED INSULATED 5/8" GYP RD. EACH SIDE 1/2" JOINT FRASER 3 1/2" SOUND ATT. INS. 3/8" MIL. STD. @ 16 O.C.	E NON-RATED UNINSULATED 5/8" GYP RD. EACH SIDE 1/2" JOINT FRASER 3 1/2" SOUND ATT. INS. 3/8" MIL. STD. @ 16 O.C.		

EXTERIOR WALL LEGEND

EXTERIOR AIR FILM	0.17
2" EPS ASSEMBLY	10.8
AIR BARRIER	0.5
1/2" GYPSUM BOARD	0.86
CENTRAL HEATING	
6" STD. STUDS IN WALL	19.0
2" EPS INSULATION	0.5
1/2" GYPSUM BOARD	0.86
1/2" EPS OVER 6" STD. WALL	0.48
INTERIOR AIR FILM	32.77



**CITY OF WACONIA
RESOLUTION NO. 2022-31**

**Carver County CDA 2022 Community Growth Partnership Initiative Community
Development Grant Application**

WHEREAS, the City of Waconia has identified a proposed project within the city that meets the Carver County Community Development Agency (CDA) Community Growth Partnership Initiative Grant Program's purpose and criteria; and

WHEREAS, the City has established a Redevelopment Plan of which the proposed project is a component; and **OR WHEREAS**, the City has identified a project that will create living wage jobs; and

WHEREAS, the City has the capacity and capability to ensure the proposed project will be completed and administered within the Community Growth Partnership Initiative predevelopment program guidelines; and

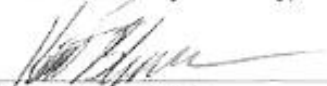
WHEREAS, the City has the legal authority to apply for financial assistance; and

WHEREAS, the City is supportive of affordable housing and of the CDA's mission to improve the lives of Carver County residents through affordable housing and community development.

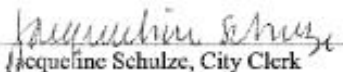
NOW THEREFORE BE IT RESOLVED that the City of Waconia approves the application for funding from the Carver County CDA Community Growth Partnership Initiative Grant program.

BE IT FURTHER RESOLVED that if the application is approved by the Carver County CDA, Shane Fineran, the City Administrator, is hereby authorized to execute such agreements as are necessary to receive and use the funding for the proposed project.

Adopted by the City Council of the City of Waconia this 18th day of January, 2022.



Kent Bloudek, Mayor

ATTEST: 

Jacqueline Schulze, City Clerk

M/	<u>Sorensen</u>	Bloudek	<u>Aye</u>
		Pierson	<u>Absent</u>
S/	<u>Waldron</u>	Leo	<u>Absent</u>
		Sorensen	<u>Aye</u>
		Waldron	<u>Aye</u>

**CITY OF WACONIA
RESOLUTION NO. 2022-182**

**RESOLUTION APPROVING THE REVOLVING LOAN REQUEST FOR WACONIA
AMERICAN LEGION POST 150**

WHEREAS, the City of Waconia (the "City") desires to promote general economic prosperity of the community; and

WHEREAS, the City has developed policies for the administration of a revolving loan fund; and

WHEREAS, Waconia American Legion Post 150 (the "Applicant"), desire to move their operations from 233 Olive Street South to 4 Main Street East in downtown Waconia; and

WHEREAS, the applicant has applied for a \$115,000 loan for large equipment purchases at their new location; and

WHEREAS, the total project costs for construction and equipment are estimated to be \$790,760; and

WHEREAS, the business is located in the business districts identified in the loan policy; and

WHEREAS, the application substantially meets the policy requirements of the revolving loan program regarding financial projections to fund the debt; and

WHEREAS, the applicant does not meet the policy requirements regarding pledged security with a mortgage; however, is providing security for the loan with a UCC filing for retained equipment and assets; and

WHEREAS, staff is recommending that the revolving loan request submitted by Waconia American Legion Post 150 be funded provided that:

1. The revolving loan of \$115,000 is amortized for ten (10) years according to the RLF policy with the interest rate being calculated based on the final loan to value.
2. Letter of commitment from the applicant to complete the project during the proposed project duration.
3. Execution of the required loan closing documents to include, but not limited to, promissory note, UCC filing, personal guaranty, and direct payment authorization.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Waconia hereby approves the revolving loan request for Waconia American Legion Post 150 subject to the provisions recommend.

Adopted by the City Council of Waconia, Minnesota this 20th day of June, 2022.



Kent Bloudek, Mayor

ATTEST:



Shane Fineran, City Administrator

EXHIBIT B

**CARVER COUNTY COMMUNITY DEVELOPMENT AGENCY
COMMUNITY GROWTH PARTNERSHIP INITIATIVE GRANT PROGRAM
COMMUNITY DEVELOPMENT GRANT AGREEMENT
BETWEEN
CARVER COUNTY COMMUNITY DEVELOPMENT AGENCY
AND THE CITY OF WACONIA**

EXHIBIT C

CARVER COUNTY CDA CGPI COMMUNITY DEVELOPMENT GRANT REIMBURSEMENT REQUEST FORM

Reimbursement Request Form for Carver County CDA CGPI Community Development Grant

Project Name:		Date of Request:	
Requested Amount:		Grant Termination Date:	
Reimbursement Request Number:		Time Period covered:	

Please refer to Grant Agreement for activities and items approved for reimbursement when completing the following table.

Activity	Budget	Beginning* Balance	Amount Requested	End* Balance	Match Amount	Match Source(s)

* Note: If this is second or subsequent requests, Beginning Balance of Request #2 is the End Balance of Request #1, etc.
Copies of invoices, payment documentation and verification of matching funds must accompany this request.

Grantee:		Original Grant Award:	
Project Manager:		This Request:	
Title:		Remaining Balance:	
Phone:			

I certify that the amounts requested for the above listed activities are eligible under the Carver County CDA CGPI Community Development Grant Agreement for this project.

Grantee Signature: _____ Date: _____



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		November 7, 2022					
Item Name:		Re-Authorize Chassis Bid Requests					
Originating Department:		Public Services					
Presented by:		Craig Eldred					
Previous Council Action (if any):		August 16, 2021; Authorize Approval of Staff to Execute Equipment Quotes for Dump Unit Addition to Fleet, CIP Project 267					
Item Type (X only one):	☐ Consent	☐	☐ Regular Session	☒ X	☐ Discussion Session	☐	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution 2022-292; Authorizing Staff to Obtain Updated Chassis Pricing for Capital Project 267 of 2022 Capital Equipment Improvement.							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Most recently staff were informed that the 2022 F550 Chassis ordered in August of 2021 through Waconia Ford was cancelled by Ford Motor Company. The Winter Equipment is still secured with Crysteel for installation. The previous pricing structure for all items was \$128,631.00 of the \$160,000.00 available as part of the overall purchase. Staff are requesting the ability to obtain new F550 Chassis pricing to complete a new order to complete this much needed vehicle acquisition. As part of this request staff have corresponded with multiple vendor's and the need to complete order's for 2023 are critically important to obtain chassis for delivery in 2023. This particular units unavailability has caused delays in our maintenance operations to effectively deliver services. Staff recommends approval of this request to reacquire chassis pricing, Pre-Approval by City Administrator, and make an order to complete Capital Project 267. Formal approval will be brought to Council once staff has acquired the chassis pricing submittals.							
<u>Attachments:</u>							
1. 22292res_Dump_Unit_Chassis_Re-Bid.doc 2. Dump Unit Addition Memo.docx 3. Executed Waconia Res. Dump Unit Project 267.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Capital Equipment Cash							
Budget Information:				Planning Commission			
☒ Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2022-292**

**RESOLUTION AUTHORIZING APPROVAL OF STAFF TO OBTAIN UPDATED CHASSIS
PRICING FOR CAPITAL PROJECT 267 OF 2022 CAPITAL EQUIPMENT IMPROVEMENT**

WHEREAS, one of the City’s Priorities “Infrastructure – managing, maintaining, and improving our current and future physical assets”; and

WHEREAS, Council approved chassis and equipment acquisition in 2021 for build in 2022; and

WHEREAS, Staff were recently informed that the 2021 F550 Chassis order was cancelled by Ford Motor Co.; and

WHEREAS, the Public Services Director is authorized to request updated chassis pricing and place order upon City Administrator approval to complete the previously approved Capital Equipment Project, CIP Project 267.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of Staff to obtain updated chassis pricing for Capital Project 267 of 2022 Capital Equipment Improvement.

Adopted by the City Council of the City of Waconia this 7th day of November, 2022.

Kent Bloudek, Mayor

Attest: _____
Jackie Schulze, City Clerk



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	August 16, 2021					
Item Name:	Authorize Staff to Execute Equipment Quotes					
Originating Department:	Public Services					
Presented by:	Craig Eldred, Public Services Director					
Previous Council Action (if any):	None					
Item Type (X only one):	Consent	X	Regular Session		Discussion Session	

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED (Include motion in proper format.)

Adopt Resolution 2021-; Authorize Staff to Execute Equipment Quotes for Dump Unit Addition to Fleet, CIP Project 267

EXPLANATION OF AGENDA ITEM (Include a description of background, benefits, and recommendations.)

As part of the 2022 Capital Improvement Equipment acquisitions staff have a programmed 550 Chassis, dump body and plow equipment scheduled as CIP Project 267 with \$160,000.00 programmed for the expenditures. The uniqueness to this acquisition is the addition of a rear-mount plow wing. Staff have completed research on the viability of a wing-plow applied to this chassis. Many South Metro communities have added this application to a 550 chassis. The scale of the wing-plow is highly effective with the narrow street applications we continue to allow to reduce hard surfaces to meet storm water requirements.

If approved and ordered, we would not see the chassis until late April of 2022 and the addition of plow equipment would take several more months with completion in September or October 2022. We are finding most of our plow equipment acquisition orders are necessary 12 to 16 months in advance of the expected replacement or acquisition date.

Staff priced a State Bid F550 and a Local bid priced F550. Staff found that the local pricing is approximately \$1,600.00 higher than State Bid. The plow wing, dump body and hydraulic systems are sole sourced because numerous snow equipment suppliers have not yet taken on the plow-wing application for this vehicle size. Pricing of the chassis, plow equipment and safety equipment or attachments are detailed within the table below and attached with the request of City Council.

Supplier	Items	Price
Waconia Ford	Chassis	\$50,206.00
Crysteel Truck Equipment	Plow, Plow-Wing, Dump, Hydraulic Package	\$73,425.00
Appurtenant Equipment/Safety	Radio, Hitch, Seat Covers, Fire Extinguisher, Sander Rack, Fuel AIM Unit	\$5,000.00
	Final Bid Cost	\$128,631.00

Staff recommends approval of the acquisition as provided in the table. Acquiring the chassis local has been a practice, and staff wanted to conduct research to what we might see from a State Bid perspective. We feel there is value in establishing the equipment order today, so we obtain use in the fall for training and 2022-23 winter operations and maintenance going forward.

FINANCIAL IMPLICATIONS:

ADVISORY BOARD RECOMMENDATIONS:

Funding Sources & Uses: Capital Equipment			
Budget Information: X Budgeted Non Budgeted Amendment Required		Planning Commission	
		Parks and Recreation Board	
		Safari Island Advisory Board	
		Other	

**CITY OF WACONIA
RESOLUTION NO. 2021- 193**

**RESOLUTION AUTHORIZING APPROVAL OF STAFF TO EXECUTE EQUIPMENT
QUOTES FOR DUMP UNIT ADDITION TO FLEET, CIP PROJECT 267**

WHEREAS, one of the City's Priorities "Infrastructure – managing, maintaining, and improving our current and future physical assets"; and

WHEREAS, funds for CIP Project 267 are allocated for 2022 in the amount of \$160,000.00; and

WHEREAS, ordering the chassis and equipment at the present time allows for delivery and build in 2022 making the unit available for fall maintenance & winter operations; and

WHEREAS, staff researched costs where applicable, provided documentation for items provided including the chassis and plow equipment from the supplier; and

Supplier	Items	Price
Waconia Ford	Chassis	\$50,206.00
Crysteel Truck Equipment	Plow, Plow-Wing, Dump, Hydraulic Package	\$73,425.00
Appurtenant Equipment/Safety	Radio, Hitch, Seat Covers, Fire Extinguisher, Sander Rack, Fuel AIM Unit	\$5,000.00
	Final Cost	\$128,631.00

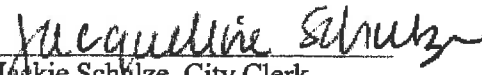
WHEREAS, staff are authorized to execute quotes for chassis, plow equipment, and appurtenant equipment/safety items to reduce further mark-up costs.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of staff to execute equipment quotes for dump unit, addition to fleet, CIP Project 267.

Adopted by the City Council of the City of Waconia this 16th day of August, 2021.



Kent Bloudek, Mayor

Attest: 
Jackie Schulze, City Clerk

M/	Leo	Bloudek	Aye
		Pierson	Aye
S/	Pierson	Leo	Aye
		Waldron	Aye
		Sorensen	Aye



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		November 7, 2022				
Item Name:		Approve Chassis Pricing for 2023 Capital Projects				
Originating Department:		Public Services				
Presented by:		Craig Eldred				
Previous Council Action (if any):		None				
Item Type (X only one):	Consent		Regular Session	X	Discussion Session	

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED *(Include motion in proper format.)*

Adopt Resolution 2022-293; Authorizing Approval of Chassis Pricing for Capital Projects 536 & 537 & 697 of the Capital Equipment Improvements for 2023

EXPLANATION OF AGENDA ITEM *(Include a description of background, benefits, and recommendations.)*

As part of the 2023 Capital Improvement, Capital Equipment Plan Public Services has two vehicle replacements and one addition programmed for calendar year 2023. Focus of these efforts are centered around the vehicle sizing and classification, since they are larger mid-sized vehicles programmed for multiple services for our Departments. All units are three-quarter ton or larger due to their operations. It will be our goal to look at current stock available vs. ordering new. However, previous discussions have found that Dealer sources are quite limited, with pressure to make orders quickly for 2023.

Below are details of the three Capital Equipment Projects for 2023:

Capital Project 536	Replacement of Current F350; Intentions of up-sizing chassis to support use for staff. F450 or F550 size depending on availability. Winter season, dedication to Winter Operations	Project Budget \$63,000.00 Funding; Water Cash
Capital Project 537	Replacement of F450 Crane Truck Intentions to update with similar equipment, Crane & Service Body	Project Budget \$89,000.00 Funding; Sewer Cash
Capital Project 697	Addition of F350 service type vehicle for Parks Department. Similar to units provided to Streets and Utilities. Winter Operations use	Project Budget \$79,000.00 Funding; Cap. Eq. Cash

These units have been classified as a Ford type product. Staff will seek alternative pricing if the equipment is suitable for maintenance actions and activities of staff for each individual area. Staff recommends approval of this request in effort to meet chassis equipment orders by suppliers.

Attachments:

1. [22293res_Chassis_Pricing_for_2023_Units.doc](#)

FINANCIAL IMPLICATIONS:

Funding Sources & Uses:
Capital Equipment, Sewer, Water Cash as Detailed

ADVISORY BOARD RECOMMENDATIONS:

Budget Information: ☒ Budgeted ☐ Non Budgeted ☐ Amendment Required	Planning Commission	
	Parks and Recreation Board	
	Safari Island Advisory Board	
	Other	

**CITY OF WACONIA
RESOLUTION NO. 2022-293**

**RESOLUTION AUTHORIZING APPROVAL OF CHASSIS PRICING FOR CAPITAL
PROJECTS 536 & 537 & 697 OF THE CAPITAL EQUIPMENT IMPROVEMENTS FOR 2023**

WHEREAS, one of the City’s Priorities “Infrastructure – managing, maintaining, and improving our current and future physical assets”; and

WHEREAS, vehicle chassis pricing is open currently with a shortened window of opportunity; and

WHEREAS, Public Services has Two Chassis and One New Equipment Projects in the Capital Equipment Improvement Plan; and

WHEREAS, the Public Services Director is authorized to obtain chassis pricing for the three equipment projects and make order’s upon approval of City Administrator due to timing of order needs.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of chassis pricing for Capital Projects 536 & 537 & 697 of the Capital Equipment Improvements for 2023.

Adopted by the City Council of the City of Waconia this 7th day of November, 2022.

Kent Bloudek, Mayor

Attest: _____
Jackie Schulze, City Clerk