

WACONIA CITY COUNCIL MEETING AGENDA



Tuesday, September 6, 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
5. 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) [August 15, 2022 City Council Meeting Minutes](#)
Approve August 15, 2022 City Council Meeting Minutes
- 2) [September 6, 2022 Expenditures](#)
Payment of September 6, 2022 Expenditures
- 3) [Rink Management Services Corporation Waconia Ice Arena Expenditures Incurred July 2022](#)
Motion to Approve Rink Management Corporation Expenditures for Waconia Ice Arena Incurred in July 2022
- 4) [Rink Management Services Corporation Safari Island Community Center Expenditures Incurred July 2022](#)
Motion to Approve Rink Management Corporation Expenditures for Safari Island Community Center Incurred in July 2022

- 5) [Contractor Pay Request #7 - L-52 Lift Station Upgrade](#)
Motion to approve Pay Estimate No. 7 to Lametti & Sons, Inc. for the L-52 Lift Station Upgrade.
- 6) [Contractor Pay Request #8 - Waconia Parkway South Improvements](#)
Motion to approve Pay Estimate No. 8 to GMH Asphalt, Inc. for the Waconia Parkway South Improvements.
- 7) [Contractor Pay Request #1 - City Square Park Retaining Wall & Sidewalk](#)
Motion to approve Pay Estimate No. 1 to Sunram Construction, Inc. for the city Square Park Retaining Wall & Sidewalk.
- 8) [Contractor Pay Request #3 - Waterford Park - Water Reuse Station Project](#)
Motion to approve Pay Estimate No. 3 to S.M. Hentges & Sons for the Waterford Park - Water Reuse Station Project
- 9) [Contractor Pay Request #4 - Waconia 2022 Infrastructure Improvements](#)
Motion to approve pay estimate No. 4 to W.M. Mueller & Sons, Inc. for the Waconia 2022 Infrastructure Improvements.
- 10) [Declaring Surplus Property and Authorizing Sale](#)
Adopt Resolution 2022-232
- 11) [License Agreement with Waconia Baseball Association](#)
Adopt Resolution 2022-233
- 12) [Authorize Preparation of Plans and Specifications for Pond Cleaning](#)
Adopt Resolution 2022-234; Approval of Preparing Plans & Specifications for Sudheimer Industrial Park Pond Cleaning & BMP Improvements, CIP Project 504
- 13) [Approval of 2023 Pond Survey and Testing](#)
Adopt Resolution 2022-235; Approving Pond Survey & Testing of Storm Water Basins for Capital Maintenance & Improvement Planning Purposes
- 14) [Approval of Storm Culvert & Drainage Review](#)
Adopt Resolution 2022-236; Approving Storm Culvert & Drainage Review of Waconia Parkway North Corridor
- 15) [Approval of Preparing Plans and Specifications](#)
Adopt Resolution 2022-237; Approving Preparing Plans & Specifications of Large Culvert Lining Improvements, CIP Projects 561 & 628
- 16) [Minor Subdivision - 751 Main Street - Hartmann](#)
Adopt Resolution No. 2022-238, approving a Minor Subdivision for the property located at 751 Main Street.
- 17) [Kwik Trip Project - Development Agreement and Access Agreement](#)
Adopt Resolution 2022-239 approving the Development Agreement for the Kwik Trip Project.
- 18) [Donation Acceptance - Cash Donations for Adaptive Playground Equipment](#)
Adopt Resolution 2022-240, Accepting Cash Donation for Adaptive Playground Equipment
- 19) [Donation Acceptance - Cash Donation for Operations of the Fire Department](#)
Adopt Resolution 2022-241, Accepting Cash Donations for Operations of the Fire Department
- 20) [Probationary Firefighter to Active Firefighter Status](#)
Adopt Resolution 2022-242, Appointing Probationary Firefighters to Active Status

6. COUNCIL BUSINESS

- 1) [New Firefighter Oath & Badge Pinning](#)
Public swearing in ceremony and badge pinning of firefighters from 2021 firefighter class.
- 2) [Acceptance of Bids for Fire Station Construction](#)
Adopt Resolution 2022-243 Accepting Bids for Fire Station Project
- 3) [Zoning Administrator Appeal - Michelle Bachmann - Widen Driveway within Road Right-of-Way](#)
Motion to deny the appeal of the Zoning Administrator's interpretation regarding the widening of the driveway within the road right-of-way

7. ITEMS REMOVED FROM CONSENT AGENDA

8. STAFF REPORTS

9. BOARD REPORTS

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

10. ANNOUNCEMENTS

11. ADJOURN REGULAR MEETINGOFFICE OF THE CITY ADMINISTRATOR

Shane Fineran

Work Session: Governmental Relations Consultant
Preliminary Budget & Levy

UPCOMING CALENDAR OF EVENTS/MEETINGS:

Inclusive Playground Grand Opening - September 15th
Nickle Dickle Day - September 17th



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		September 6, 2022			
Item Name:		August 15, 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 (Include motion in proper format.)					
Approve August 15, 2022 City Council Meeting Minutes					
EXPLANATION OF AGENDA ITEM (Include a description of background, benefits, and recommendations.)					
Attachments: 1. Minutes 8-15-2022.pdf					
FINANCIAL IMPLICATIONS: Funding Sources & Uses:			ADVISORY BOARD RECOMMENDATIONS:		
Budget Information: _____ Budgeted _____ Non Budgeted _____ Amendment Required			Planning Commission		
			Parks and Recreation Board		
			Safari Island Advisory Board		
			Other		

**CITY OF WACONIA
AUGUST 15, 2022**

- 1) CALL MEETING TO ORDER AND ROLL CALL
- 2) PLEDGE OF ALLEGIANCE
- 3) ADOPT AGENDA

Motion by Sorensen, seconded by Waldron 3) ADOPT AGENDA
MOTION carried.

- 4) VISITOR'S PRESENTATIONS, PETITIONS, CORRESPONDENCE
- 5) PUBLIC HEARING

5.1 Public Hearing - Debt Issuance for 2022 Infrastructure Improvement Projects -
Tax Abatement Bonds

[22226res Waconia_Abate_ResApprove.doc](#)

Nicole Meyer stated that a public hearing is required for a portion of the bonds that are planned to issued for the 2022 infrastructure projects that include street construction and overlay on Dunsmore Drive, retaining wall, trail construction and overlay on Oak Avenue, and sidewalk construction on 2rd and Maple Street. These bonds are known as tax abatement bonds.

The total estimated amount of this portion of the total overall bond issue is \$1,200,000. Finance staff and Ehlers have worked to identify those parcels where the taxes will be abated to repay the bonds. Property owners will pay their taxes as they normally would for their properties. With approval of the resolution, City Council is setting aside these funds for repayment of the bonds. The properties identified are not allowed to be in a tax increment financing district for the life of the bond which is 10 years.

Mayor Bloudek called the Public Hearing to order.

Motion by Waldron, seconded by Leo to close the Public Hearing.
MOTION carried.

Motion by Leo, seconded by Waldron, Adopt Resolution 2022-226, Approving Tax Abatements for the 2022 Infrastructure Improvement Projects. **MOTION carried.**

5.2 Public Hearing - 2022 Debt Issuance for Fire Station Facility Construction -
Capital Improvement Plan Bonds

[22227res CIPResApprove.Waconia.2022A.doc](#)

[Waconia CIP FINAL 7-26-22.pdf](#)

Nicole Meyer indicated that a Public Hearing is required to the portion of the bonds that are planned to be issued for the fire station building construction.

To issue these bonds, the City must formally adopt a 5 year capital improvement plan. The total estimate amount of this portion of the total overall bond is \$14,000,000. The final bond amount can be lowered, but cannot be increased.

Mayor Bloudek called the Public Hearing to Order

Motion by Waldron, seconded by Leo to Close Public Hearing. MOTION carried.

Motion by Waldron, seconded by Leo to Adopt Resolution No. 2022-227, Giving Preliminary Approval for the Issuance of the City's General Obligation Capital Improvement Plan Bonds in an amount not to exceed \$14,000,000 and Adopting the City of Waconia, Minnesota Street Reconstruction Plan Therefor

MOTION carried

6) [ADOPT CONSENT AGENDA](#)

6.1 August 1, 2022 City Council Meeting Minutes

[Minutes 8-1-22.docx](#)

6.2 August 15, 2022 Expenditures

[Council List-Expenditures 08.15.2022_Purchasing Card.pdf](#)

[Council List-Expenditures 08.15.2022_Electronic Payments.pdf](#)

[Council List-Expenditures 08.15.2022_Regular.pdf](#)

6.8 Contractor Pay Request #2 - Waterford Park - Water Reuse Station Project

[0C1.123804 Pay Application No 2_packet.pdf](#)

6.7 Donation Acceptance - Cash Donations for Adaptive Playground Equipment

[22231res Donations_Received_Donations_for_Playground_08.15.22_Res.doc](#)

6.3 Temporary Liquor License for Rotary Club of Chaska

[22219res Temp On Sale Rotary Club of Chaska.doc](#)

6.4 Grants of Easements - 425 Lake Street East - Retaining Wall

[22220res_Authorizing_Easements_and_Encroachment_Agreement.docx](#)
[Exhibits A B C D E.pdf](#)

6.5 Temporary Designation of Outdoor Area

[22221res_Chumlys_Temporary_Outdoor_Area.doc](#)

6.6 2022 3rd Quarter Budget Amendments

[22222res-Budget_Amendment_master \(1\).doc](#)

[Budget Amendments 2022_Exhibit A.pdf](#)

6.9 Authorize Services Agreement For Capital Improvement Projects 128 & 129

[22223res Downtown_Waconia_Reconstruction_AET_Proposal_Resolution.doc](#)

[Downtown_Waconia_Reconstruction_-_AET_Proposal.pdf](#)

[Downtown Waconia Reconstruction Costing Table.pdf](#)

6.10 Authorize Survey, Topographical and Geotechnical Work

[22224res Survey_Topography_Geotech_Resurfacing_Project_Res.doc](#)

[2023 Resurfacing Image.pdf](#)

6.11 Authorize Survey & Topography Design of Trail Project

[22225res Hwy_10_Interlaken_Trail_Project_Res.doc](#)

[Hwy 10 Interlaken Trail Image.pdf](#)

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

MOTION carried

7) COUNCIL BUSINESS

7.1 Homecoming Parade Permit

[22228res_Homecoming_Parade_Permit.doc](#)

[Homecoming Parade Route.pdf](#)

Shane Fineran introduced the student council to present on the parade permit.

The President and Secretary of Waconia Student Council were present. Student council will be hosting a dance on September 17th, which will be the first in 5 years. There will also be a parade on September 16th at 5:00.

Motion by Waldron, seconded by Leo Adopt Resolution 2022-228, Approving Parade Permit

MOTION carried

7.2 Sandy Shores Preliminary Plat - CONTINUED

[22229res Sandy_Shores_Preliminary_Platform_Resolution \(2\).doc](#)

[Sandy Shores Preliminary Plat Information.pdf](#)

Shane reminded Council that on March 21, 2022 they continued the discussion of the Preliminary Plat application requesting additional information from the applicant related to the screening of the existing she, the possible timeline for removal and an update on the current discussion regarding the septic system drainfield easement with the neighboring property owner. He added that the information the applicant submitted is provided in the Council Packet. There are additional conditions before this becomes final plat.

Waldron expressed that the main concern was around the shed. She asked what is it really used for.

Jeff Helstrom, Owner explained that it was used as storage but now there is a golf simulator inside. The only activity outside is a guy that mows the grass and works on his truck.

Sorenson asked if the plans for the landscaping be submitted.

Fineran explained that landscaping will be more on the final plat approval.

Helstrom indicated that he is putting in a lot of pine trees for screening.

Waldron asked if there is a timeline for the outlot?

Helstrom replied that there isn't one at this time.

Motion by Leo, seconded by Waldron Adopt Resolution 2022-229 approving the proposed Sandy Shores Preliminary Plat Application, which proposes the development of the property located at 7860 Laketown Parkway into 3 single family parcels and one outlot.

MOTION carried

7.3 Revolving Loan Request by Waconia Square, LLC

[22230res_rlf_loan_new \(1\).doc](#)

Nicole Meyer stated that staff received a revolving loan application from Michael Corbey on behalf of Waconia Square, LLC. Waconia Square is working with new tenants at their building located at 235 Main Street West in downtown Waconia. The new tenants require remodeling of the available lease space which includes drywall, painting, flooring, HVAC, electrical, and plumbing work. The request for revolving loan funds is for these build-out requirements which correspond with the leases signed by the new tenants. The total construction costs are estimated to be \$248,517.

According to all the information received by the loan applicant, staff recommends approval of a \$149,999 revolving loan for a term of ten years with the following conditions:

1. The revolving of \$149,999 us amortized for ten years according to the RFL policy with 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, personal guaranty, loan agreement, mortgage on real property, and direct payment authorization.
4. Payment of the application fee of 1% of the total loan amount.

Motion by Waldron, seconded by Sorensen Adopt Resolution 2022-230, Approving the Revolving Loan Request for Waconia Square, LLC

MOTION carried

8) ITEMS REMOVED FROM CONSENT AGENDA

9) STAFF REPORTS

Craig Eldred gave an update on the infrastructure project on Waconia Parkway and East Frontage Rd.

10) BOARD REPORTS

11) ANNOUNCEMENTS

Last Music in the park this Thursday.

12) ADJOURN REGULAR MEETING

Motion by Randy Sorensen , seconded by Nicole Waldron 12) ADJOURN REGULAR MEETING at 6:38 p.m.

MOTION carried

Work Session:

UPCOMING CALENDAR OF EVENTS/MEETINGS:

Kent Bloudek, Mayor

ATTEST: _____

Ann Meyerhoff, Office Assistant



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		September 6, 2022					
Item Name:		September 6, 2022 Expenditures					
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>							
Payment of September 6, 2022 Expenditures							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Attachments: 1. Council List-Expenditures 09.06.2022.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			

I have reviewed the list of claims for council approval and recommend payment.

Nicole Meyer, Finance Director

CITY OF WACONIA
Council List-Expenditures
Meeting: September 6, 2022

VENDOR NAME	DESCRIPTION	AMOUNT	FUND / DEPARTMENT
30-30 CONCRETE, INC	EFR Project Easement	\$4,950.00	PIR Fund
30-30 CONCRETE, INC	Oak Pointe Park Slab Footings	\$4,611.50	PIR Fund
30-30 CONCRETE, INC	Waterford Park Shelter Slab	\$3,268.00	PIR Fund
30-30 CONCRETE, INC	875 Beach Dr Curb Stop Replace	\$4,867.50	Water Utility Fund
30-30 CONCRETE, INC	Lock Ridge Ct Curb Stop Repair	\$4,326.75	Water Utility Fund
ANCOM COMMUNICATIONS, INC.	Replacement Antenna	\$106.98	Fire
BIRCH HOLDINGS LLC	Utility Bill Refund	\$27.27	Water Utility Fund
BKV GROUP	Fire Station Project-Architect	\$70,826.22	PIR Fund
BLUE CARD HENNEPIN COUNTY FIRE CHIEFS	Blue Card SIM Training for 7	\$1,050.00	Fire
BRYAN ROCK PRODUCTS, INC	3/4" w/Fines & 3" Sc Clean	\$2,051.07	Streets
CAMPBELL KNUTSON P.A.	RLF Legal Fees 07.2022	\$1,845.50	Revolving Loan Fund
CARVER COUNTY	GIS Position 2nd Qtr 2022	\$5,974.97	Technology
CCP NI MASTER TENANT 4, LLC	Solar Electric 07.2022	\$1,802.00	Central Facilities
CCP NI MASTER TENANT 4, LLC	Solar Electric 07.2022	\$37.30	Water Utility Fund
CCP NI MASTER TENANT 4, LLC	Solar Electric 07.2022	\$1,723.66	Sewer Utility Fund
CCP NI MASTER TENANT 4, LLC	Solar Electric 07.2022	\$835.73	Street Light Utility Fund
C-D PRODUCTS, INC.	Board Name Tags	\$216.00	Fire
CITY OF BLOOMINGTON	Water Testing 07.2022	\$154.00	Water Utility Fund
CLEAN-CUT LAWN CARE	Fertilization & Weed Control	\$4,430.00	Parks
COMMERCIAL ASPHALT COMPANY	WV4 Wear Asphalt	\$2,067.16	Streets
DARLING SALES & SERVICE CO., INC	Washer Part & Repair	\$379.95	Fire
EHLERS & ASSOCIATES, INC.	2022 Continuing Disclosure Rep	\$417.50	PIR Fund
EHLERS & ASSOCIATES, INC.	2022 Continuing Disclosure Rep	\$417.50	2014A GO Bond
EHLERS & ASSOCIATES, INC.	2022 Continuing Disclosure Rep	\$417.50	2015A GO Bond
EHLERS & ASSOCIATES, INC.	2022 Continuing Disclosure Rep	\$417.50	2016A GO Bond
EHLERS & ASSOCIATES, INC.	2022 Continuing Disclosure Rep	\$417.50	2017A GO Bond
EHLERS & ASSOCIATES, INC.	2022 Continuing Disclosure Rep	\$417.50	2018A GO Bond
EHLERS & ASSOCIATES, INC.	2022 Continuing Disclosure Rep	\$417.50	2019A GO Bond
EHLERS & ASSOCIATES, INC.	2022 Continuing Disclosure Rep	\$417.50	2020A GO Bond
EHLERS & ASSOCIATES, INC.	2022 Continuing Disclosure Rep	\$417.50	2021A GO Bond
EHLERS & ASSOCIATES, INC.	2022 Continuing Disclosure Rep	\$208.75	Water Utility Fund
EHLERS & ASSOCIATES, INC.	2022 Continuing Disclosure Rep	\$208.75	Sewer Utility Fund
EHLERS & ASSOCIATES, INC.	EOD Calc Preparation	\$65.00	TIF #3 Cherry Street
EHLERS & ASSOCIATES, INC.	EOD Calc Preparation	\$65.00	TIF #1 Workforce Housing

CITY OF WACONIA
Council List-Expenditures
Meeting: September 6, 2022

VENDOR NAME	DESCRIPTION	AMOUNT	FUND / DEPARTMENT
ELECTRIC PUMP, INC.	Sludge Pump #2 Repair	\$1,036.75	Water Utility Fund
ESS BROTHERS & SONS INC.	2022 Improvement Project	\$1,202.30	PIR Fund
ESS BROTHERS & SONS INC.	2022 Improvement Project	\$930.60	Water Utility Fund
ESS BROTHERS & SONS INC.	2022 Improvement Project	\$4,646.40	Sewer Utility Fund
ESS BROTHERS & SONS INC.	2022 Improvement Project	\$12,914.00	Storm Water Fund
EVOQUA WATER TECHNOLOGIES LLC	LS Bioxide Treatment-284/SE/52	\$12,470.92	Sewer Utility Fund
FLAGSHIP RECREATION	Rubber Safety Surfacing-Inclusive Playground	\$304,618.04	PIR Fund
FLEXIBLE PIPE TOOL COMPANY	Boom Tube Coupler & Gaskets	\$542.70	Water Utility Fund
FLEXIBLE PIPE TOOL COMPANY	Hose Tank Connector	\$95.15	Sewer Utility Fund
GAMETIME	Gizmo & Spring Assembly	\$3,110.89	Parks
GMH ASPHALT CORP	Waconia Parkway South Improvements	\$81,379.85	PIR Fund
HAWKINS, INC	Water Treatment Plant Chemicals	\$13,455.60	Water Utility Fund
HOLTON ELECTRIC CONTRACTORS LLC	Portable Generator Repair	\$225.00	Central Facilities
HOLTON ELECTRIC CONTRACTORS LLC	Well #6 Electric Repair	\$294.00	Water Utility Fund
HOLTON ELECTRIC CONTRACTORS LLC	284 Lift Station Repair	\$1,782.24	Sewer Utility Fund
HORIZON COMMERCIAL POOL SUPPLY	Reso 2022-141; Resurface Pool	\$50,875.00	PIR Fund
JEFF & TINA HAYES	Utility Bill Refund	\$32.98	Water Utility Fund
JENNABELL'S CUSTOM APPAREL & GIFTS	Duty Wear Hats	\$890.00	Fire
JOHNSON CONTROLS FIRE PROTECTION	Card Secure Annual Service Fee	\$1,508.94	Technology
KIRVIDA FIRE, INC.	Engine #27 Delay Relay Repair	\$670.38	Fire
LAMETTI & SONS, INC.	L-52 Lift Station Upgrade	\$90,534.62	Sewer Utility Fund
LEAGUE OF MN CITIES INSURANCE TRUST	EE Claim# 475446	\$288.50	Fire
MALLORI FITZPATRICK	Utility Bill Refund	\$10.43	Water Utility Fund
MARCO TECHNOLOGIES, LLC	Azure Subscript 7.16-8.15.22	\$41.07	Technology
MARCO TECHNOLOGIES, LLC	Cisco Insights 8.16-9.15.22	\$210.00	Technology
MARCO TECHNOLOGIES, LLC	Grandstand Video - Cisco Port	\$765.00	Technology
MARCO TECHNOLOGIES, LLC	Unify It On Demand 08.18-09.17	\$709.46	Technology
MARCO TECHNOLOGIES, LLC	Wi-Fi Review and Repair	\$852.50	Technology
MICHAEL & MARY BERGER	Utility Bill Refund	\$30.32	Water Utility Fund
MINGER CONSTRUCTION COMPANIES, INC	3rd & Olive MH Reconstruction	\$9,850.00	Sewer Utility Fund
MN DEPARTMENT OF HEALTH	Water Connection Fees Q3.2022	\$11,024.00	Water Utility Fund
MN DEPARTMENT OF TRANSPORTATION	East Frontage Rd Inspections	\$513.36	PIR Fund
NCPERS GROUP LIFE INS.	Premiums 09.2022	\$64.00	General Fund
NORDIC MECHANICAL SERVICES	CH AC Repair Labor & Parts	\$1,430.12	Central Facilities
NORDIC MECHANICAL SERVICES	CH Air Pressure Repair	\$327.00	Central Facilities
NORDIC MECHANICAL SERVICES	WTP Replace Failed Mini Split	\$11,885.00	Water Utility Fund
PEARSON BROS., INC.	Sealcoating Streets	\$101,373.12	Streets
PETER & MISHA SMITH	Utility Bill Refund	\$27.12	Water Utility Fund
RON & CARRIE ZIMMERMAN	Utility Bill Refund	\$76.40	Water Utility Fund

CITY OF WACONIA
Council List-Expenditures
Meeting: September 6, 2022

VENDOR NAME	DESCRIPTION	AMOUNT	FUND / DEPARTMENT
RYAN & SANDRA MOSLEY	Utility Bill Refund	\$109.61	Water Utility Fund
S.M. HENTGES & SONS, INC	Waterford Park Water Reuse	\$69,677.54	Storm Water Fund
SHI INTERNATIONAL CORP.	O365 Windows Platform	\$10,654.00	Technology
STEVE & JILLIAN VAN HEFTY	Utility Bill Refund	\$184.52	Water Utility Fund
SUNRAM CONSTRUCTION, INC	City Square Park ADA	\$79,976.70	PIR Fund
TYLER & KELSEY LUDWIGSON	Utility Bill Refund	\$108.03	Water Utility Fund
USA SECURITY, INC.	Employee Badges	\$68.88	Central Facilities
VIC'S CRANE & HEAVY HAUL, INC	Old PW Generator	\$820.00	Central Facilities
WACONIA ROLL-OFF SERVICE	Inclusive Playground Dumpsters	\$1,170.00	PIR Fund
WATER CONSERVATION SERVICE, INC.	Leak Locates 08.2022	\$405.00	Water Utility Fund
WM MUELLER & SONS INC	1/2" Wear Gravel	\$151.90	Streets
WM MUELLER & SONS INC	3/8" Fine Gravel	\$559.32	Streets
WM MUELLER & SONS INC	3/8" Fine Gravel	\$276.50	Streets
WM MUELLER & SONS INC	2022 Infrastructure Project	\$713,911.23	PIR Fund
WM MUELLER & SONS INC	Eklof Site Work E Frontage Rd	\$2,760.92	PIR Fund
WM MUELLER & SONS INC	2022 Infrastructure Project	\$91,045.57	Water Utility Fund
WM MUELLER & SONS INC	3/4" Minus Gravel	\$1,570.25	Water Utility Fund
WM MUELLER & SONS INC	2022 Infrastructure Project	\$63,731.90	Sewer Utility Fund
WM MUELLER & SONS INC	2022 Infrastructure Project	\$238,178.41	Storm Water Fund
Grand Total		\$2,117,910.60	

The above bills have been approved for payment at the regular City Council Meeting on September 6, 2022.

Authorized and ordered for payment:

Mayor

City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		September 6, 2022					
Item Name:		Rink Management Services Corporation Waconia Ice Arena Expenditures Incurred July 2022					
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>							
Motion to Approve Rink Management Corporation Expenditures for Waconia Ice Arena Incurred in July 2022							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Rink Management Services Corporation has provided the attached report for expenditures paid in July 2022. Per the City's contract with Rink Management, these expenditures are paid by Rink Management for the City's operation of the Waconia Ice Arena.							
<u>Attachments:</u>							
1. Waconia Ice Arena Bills Applied Payments Jul '22.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses: Ice Arena Fund (678)							
Budget Information:				Planning Commission			
☒ X Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			

Waconia Ice Arena
Bills and Applied Payments
July 2022

	Date	Transaction Type	Num	Memo/Description	Split	Amount
Advanced Energy Partners						
	07/22/2022	Bill Payment (Check)	2796		0012 Cash - IA/RMSC	-271.70
	07/11/2022	Bill	2022-6	6/1 - 6/30/22	4049 2 Utilities:Solar Energy	271.70
Brent Schmeling						
	07/01/2022	Bill Payment (Check)	2781		0012 Cash - IA/RMSC	-120.00
	06/22/2022	Bill	6.22.22	4 games 6.22.22	2107 Summer Programming	120.00
	07/08/2022	Bill Payment (Check)	2786		0012 Cash - IA/RMSC	-210.00
				4 games 6.29.22		
	06/29/2022	Bill	6.29.22	3 games 7.6.22	-Split-	210.00
	07/22/2022	Bill Payment (Check)	2797		0012 Cash - IA/RMSC	-120.00
	07/13/2022	Bill	7/13/22	4 games 7/13/22	2107 Summer Programming	120.00
	07/29/2022	Bill Payment (Check)	2808		0012 Cash - IA/RMSC	-120.00
	07/20/2022	Bill	07.20.22	4 games 07.20.22	2107 Summer Programming	120.00
Cool Air Mechanical						
	07/22/2022	Bill Payment (Check)	2798		0012 Cash - IA/RMSC	-901.74
	07/06/2022	Bill	26854	Air Handler Dehumidification unit not working	4029 1 Maintenance & Repairs:Building Repairs	901.74
Dalco						
	07/08/2022	Bill Payment (Check)	2787		0012 Cash - IA/RMSC	-398.74
	07/01/2022	Bill	3954861	Janitorial Supplies	4023 1 Operating Supplies:Building Supplies	398.74
	07/22/2022	Bill Payment (Check)	2799		0012 Cash - IA/RMSC	-288.36
	07/12/2022	Bill	3957951	Janitorial Supplies	4023 1 Operating Supplies:Building Supplies	288.36
Gartner Refrigeration and MFG., INC						
	07/08/2022	Bill Payment (Check)	2788		0012 Cash - IA/RMSC	-2,843.40
	06/21/2022	Bill	12448139	New controller	4029 1 Maintenance & Repairs:Building Repairs	2,843.40
	07/22/2022	Bill Payment (Check)	2800		0012 Cash - IA/RMSC	-2,843.40
	07/01/2022	Bill		HVAC Repairs	4029 1 Maintenance & Repairs:Building Repairs	2,843.40
Grainger						
	07/08/2022	Bill Payment (Check)	2789		0012 Cash - IA/RMSC	-305.15
	07/06/2022	Bill	9367506855	Beam clamp and filters	4023 1 Operating Supplies:Building Supplies	305.15
Jeff Schrader						
	07/01/2022	Bill Payment (Check)	2782		0012 Cash - IA/RMSC	-120.00
	06/22/2022	Bill	6.22.22	4 games 6.22.22	2107 Summer Programming	120.00
	07/08/2022	Bill Payment (Check)	2790		0012 Cash - IA/RMSC	-210.00
				3 games 6.29.22		
	06/29/2022	Bill	6.29.22	4 games 7.6.22	-Split-	210.00
	07/22/2022	Bill Payment (Check)	2801		0012 Cash - IA/RMSC	-120.00
	07/13/2022	Bill	7/13/22	4 games 7/13/22	2107 Summer Programming	120.00
	07/29/2022	Bill Payment (Check)	2810		0012 Cash - IA/RMSC	-90.00
	07/20/2022	Bill	07.20.22	3 games 07/20/22	2107 Summer Programming	90.00
Jeremy Heckmann						
	07/01/2022	Bill Payment (Check)	2783		0012 Cash - IA/RMSC	-90.00
	06/22/2022	Bill	6.22.22	3 games 6/22/22	2107 Summer Programming	90.00
	07/08/2022	Bill Payment (Check)	2791		0012 Cash - IA/RMSC	-240.00
				4 games 6/29/22		
	06/29/2022	Bill	6.29.22	4 games 7/6/22	-Split-	240.00
	07/22/2022	Bill Payment (Check)	2802		0012 Cash - IA/RMSC	-90.00
	07/13/2022	Bill	7/13/22	3 games 7/13/22	2107 Summer Programming	90.00
	07/29/2022	Bill Payment (Check)	2811		0012 Cash - IA/RMSC	-120.00
	07/20/2022	Bill	07.20.22	4 games 7/20/22	2107 Summer Programming	120.00

	Date	Transaction Type	Num	Memo/Description	Split	Amount
Paul Williams						
	07/01/2022	Bill Payment (Check)	2784		0012 Cash - IA/RMSC	-90.00
	06/22/2022	Bill	6.22.22	3 games 6/22/22	2107 Summer Programming	90.00
	07/08/2022	Bill Payment (Check)	2792	-	0012 Cash - IA/RMSC	-180.00
	06/29/2022	Bill	6.29.22	3 games 6.29.22	-Split-	180.00
	07/22/2022	Bill Payment (Check)	2803		0012 Cash - IA/RMSC	-90.00
	07/13/2022	Bill	7/13/22	3 games 7/13/22	2107 Summer Programming	90.00
	07/29/2022	Bill Payment (Check)	2812		0012 Cash - IA/RMSC	-90.00
	07/20/2022	Bill	07.20.22	3 games 7/20/22	2107 Summer Programming	90.00
R & R Specialties of Wisconsin Inc						
	07/22/2022	Bill Payment (Check)	2804		0012 Cash - IA/RMSC	-42.50
	07/08/2022	Bill	0076069-IN	Blade Sharpening	4029 2 Maintenance & Repairs:Equipment Repairs	42.50
Rink Management Services Corporation						
	07/01/2022	Bill Payment (Check)	2785		0012 Cash - IA/RMSC	-13,637.02
	06/06/2022	Bill	108112	Paychex Invoice #2022060101; WK 23 Processing Charges	4004 3 Contracted Payroll:Payroll Expenses	69.44
	06/01/2022	Bill	108127	Cigna Health Insurance Billing Period 6/1 - 6/30/22	-Split-	3,271.48
	07/01/2022	Bill	108089	Management Fee - July 2022	4069 1 Contract Services:Management Fees	3,750.00
	06/29/2022	Bill	108186	Payroll Period Ending 6/26/22; Pay Date 7/1/22; WK 27	4004 1 Contracted Payroll:Payroll	5,645.76
	06/17/2022	Bill	108146	Principal Health Insurance Invoice 6/17/22; Billing Period 7/1 -7/31/22	-Split-	334.06
	06/01/2022	Bill	108213	April 2022 Worker's Compensation (not previously billed)	4017 Worker's Comp. Insurance	497.26
	06/17/2022	Bill	108162	Payroll Processing WK 25; Paychex Inv #2022061501	4004 3 Contracted Payroll:Payroll Expenses	69.02
	07/08/2022	Bill Payment (Check)	2793		0012 Cash - IA/RMSC	-908.20
	06/30/2022	Bill	108250	May 2022 Worker's Compensation Insurance	4017 Worker's Comp. Insurance	426.97
	06/30/2022	Bill	108270	June 2022 Worker's Compensation Insurance	4017 Worker's Comp. Insurance	407.26
	06/10/2022	Bill	108371	Paychex Statement #25317427; Screening Services (split with 20 users)	4004 3 Contracted Payroll:Payroll Expenses	21.20
	06/06/2022	Bill	108334	HR Classroom; split Charge from Bill #060622th	4004 3 Contracted Payroll:Payroll Expenses	52.77
	07/22/2022	Bill Payment (Check)	2805		0012 Cash - IA/RMSC	-10,014.70
	06/20/2022	Bill	108350	Paychex Timeclocks & Kiosks; Invoice #2464895	4004 3 Contracted Payroll:Payroll Expenses	148.40
	07/01/2022	Bill	108436	Buffer Charge from Card #6705 - June and July 2022	4046 Advertising	22.00
	07/15/2022	Bill	108421	Payroll Period Ending 7/10/22; Pay Date 7/18/22; WK 29	4004 1 Contracted Payroll:Payroll	9,844.30
	07/29/2022	Bill Payment (Check)	2813		0012 Cash - IA/RMSC	-7,108.55
	07/01/2022	Bill	108462	Cigna Health Insurance Billing Period 7/1 - 7/31/22	-Split-	3,271.48
	07/01/2022	Bill	108447	Constant Contact Split Charge from Bill #060622th	4046 Advertising	71.25
	07/01/2022	Bill	108506	June 2022 Analysis & Monitoring Services (not previously billed) Paychex Statement #25317427	4004 3 Contracted Payroll:Payroll Expenses	15.82
	08/01/2022	Bill	108476	August 2022 Management FEe	4069 1 Contract Services:Management Fees	3,750.00
Steve Bohn						
	07/22/2022	Bill Payment (Check)	2806		0012 Cash - IA/RMSC	-1,834.00
	07/14/2022	Bill	Exp 5/7/22	Softballs and Sanction Fees	2107 Summer Programming	1,834.00
The Home Depot						
	07/08/2022	Bill Payment (Check)	2794		0012 Cash - IA/RMSC	-418.94
	06/27/2022	Bill	693109258	8 Finish System Kits	4023 1 Operating Supplies:Building Supplies	233.41
	06/28/2022	Bill	693352221	Filters	4023 2 Operating Supplies:Maintenance Supplies	74.78
	06/27/2022	Bill	693109241	Filters	4023 2 Operating Supplies:Maintenance Supplies	110.75
	07/22/2022	Bill Payment (Check)	2807		0012 Cash - IA/RMSC	-225.92
	07/01/2022	Bill	693849911	Quick Connect Handle, Trash bags, Soap	4023 1 Operating Supplies:Building Supplies	225.92
The Metro Group, Inc						
	07/08/2022	Bill Payment (Check)	2795		0012 Cash - IA/RMSC	-1,201.50
	06/27/2022	Bill	PI821802	Inhibitor for the cooling tower	4029 1 Maintenance & Repairs:Building Repairs	1,201.50
Total Expenses:						\$45,343.82



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		September 6, 2022					
Item Name:		Rink Management Services Corporation Safari Island Community Center Expenditures Incurred July 2022					
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>							
Motion to Approve Rink Management Corporation Expenditures for Safari Island Community Center Incurred in July 2022							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Rink Management Services Corporation has provided the attached report for expenditures paid in July 2022. Per the City's contract with Rink Management, these expenditures are paid by Rink Management for the City's operation of the Safari Island Community Center. Attachments: 1. Safari Island Bills Applied Payments Jul '22.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses: Safari Island Fund (231)							
Budget Information: ☒ X Budgeted ☐ Non Budgeted ☐ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			

Safari Island Community Center
Bills and Applied Payments
July 2022

	Date	Transaction Type	Num	Memo/Description	Split	Amount
American Red Cross						
	07/08/2022	Bill Payment (Check)	4466		0012 Cash - SI/RMSC	-129.00
	06/22/2022	Bill	22438799	Lifeguarding & waterfront skills	4041 Training & Education	129.00
	07/29/2022	Bill Payment (Check)	4492		0012 Cash - SI/RMSC	-160.00
	07/13/2022	Bill	22463602	Water Safety Instructor	4041 Training & Education	160.00
Aqua Logic, Inc						
	07/08/2022	Bill Payment (Check)	4467		0012 Cash - SI/RMSC	-600.66
	06/28/2022	Bill	891	Pool Repairs	4029 2 Maintenance & Repairs:Pool Repairs	600.66
Bank of America - Credit Card						
	07/22/2022	Bill Payment (Check)	4477		0012 Cash - SI/RMSC	-270.49
	07/01/2022	Bill	BOA 6.28.22	600 pack of balls for ball pit	4023 1 Operating Supplies:Building Supplies	270.49
Cady Building Maintenance						
	07/22/2022	Bill Payment (Check)	4478		0012 Cash - SI/RMSC	-3,511.16
	07/01/2022	Bill	4984336	July Cleaning Service	4069 Contract Services	3,511.16
Carver County Agricultural Society						
	07/01/2022	Bill Payment (Check)	4456		0012 Cash - SI/RMSC	-825.00
	06/21/2022	Bill	20255	Booth space at Carver County Fair	4046 Advertising & Promotion	825.00
Dan Montague - Expense Reimbursement						
	07/01/2022	Bill Payment (Check)	4457		0012 Cash - SI/RMSC	-22.23
	06/20/2022	Bill	ER62022	Travel to and from Bank 6/13 - 6/23/22	4043 2 Travel & Entertainment:Travel & Mileage	22.23
	07/08/2022	Bill Payment (Check)	4468		0012 Cash - SI/RMSC	-149.23
	06/30/2022	Bill	Exp Reimb 6/30/22	Walkie Talkies	4023 3 Operating Supplies:Office Supplies	149.23
	07/22/2022	Bill Payment (Check)	4479		0012 Cash - SI/RMSC	-200.85
	07/06/2022	Bill	Exp 07/06/22	Aqua Jogger for aqua classes	4023 Operating Supplies	200.85
	07/29/2022	Bill Payment (Check)	4493		0012 Cash - SI/RMSC	-17.55
	07/21/2022	Bill	Exp7.21.22	Mileage to and from bank 7/12 - 7/21/22	4043 2 Travel & Entertainment:Travel & Mileage	17.55
Dan Montague - Petty Cash						
	07/01/2022	Bill Payment (Check)	4458		0012 Cash - SI/RMSC	-17.78
	06/23/2022	Bill	PC62322	Cement anchors for fans on track	4023 1 Operating Supplies:Building Supplies	17.78
	07/22/2022	Bill Payment (Check)	4480		0012 Cash - SI/RMSC	-93.96
	07/15/2022	Bill	PC 07.15.22	Concrete caulk	4029 1 Maintenance & Repairs:Building Repairs	16.06
	07/07/2022	Bill	PC 07/07/22		-Split-	77.90
Diedrick, Craig						
	07/08/2022	Bill Payment (Check)	4469		0012 Cash - SI/RMSC	-1,549.81
	07/01/2022	Bill	exp reimb 7/1/22	Training Trip	-Split-	1,549.81
	07/22/2022	Bill Payment (Check)	4481		0012 Cash - SI/RMSC	-13.86
	07/07/2022	Bill	Exp 07/07/22	Expense for WSI Class	4041 Training & Education	13.86
	07/29/2022	Bill Payment (Check)	4494		0012 Cash - SI/RMSC	-109.24
	07/18/2022	Bill	Exp7.18.22	Pizza for Training class	4023 3 Operating Supplies:Office Supplies	109.24
GK2 Promotions						
	07/08/2022	Bill Payment (Check)	4470		0012 Cash - SI/RMSC	-485.23
	06/26/2022	Bill	6008	Guest Service Uniforms	4085 Uniforms	485.23
Grainger						
	07/01/2022	Bill Payment (Check)	4459		0012 Cash - SI/RMSC	-180.57
	06/14/2022	Bill	9344333977	adapter, coupling, primer, PVC	4029 2 Maintenance & Repairs:Pool Repairs	59.70
	06/10/2022	Bill	9340888156	Valve, Adapter, Coupling	4029 2 Maintenance & Repairs:Pool Repairs	120.87
	07/22/2022	Bill Payment (Check)	4482		0012 Cash - SI/RMSC	-34.46
	07/01/2022	Bill	9362727654	Snap switch	4029 1 Maintenance & Repairs:Building Repairs	34.46
Hillyard / Hutchinson						
	07/01/2022	Bill Payment (Check)	4460		0012 Cash - SI/RMSC	-329.73
	06/14/2022	Bill	604776323	Janitorial Supplies	4023 2 Operating Supplies:Maintenance Supplies	329.73
	07/22/2022	Bill Payment (Check)	4483		0012 Cash - SI/RMSC	-148.93

	Date	Transaction Type	Num	Memo/Description	Split	Amount
	07/01/2022	Bill	604801954	Air Freshner	4023 1 Operating Supplies:Building Supplies	148.93
Horizon Commercial Pool Supply						
	07/22/2022	Bill Payment (Check)	4484		0012 Cash - SI/RMSC	-7,162.75
	07/01/2022	Bill	19726	Spa Filter	4029 2 Maintenance & Repairs:Pool Repairs	1,812.57
	07/01/2022	Bill	20307	Chemicals for Pool	4075 Chemicals/Pool Supplies	5,350.18
Innovative Office Solutions, LLC						
	07/08/2022	Bill Payment (Check)	4471		0012 Cash - SI/RMSC	-564.85
	06/29/2022	Bill	3844379	Shower Soap	4023 2 Operating Supplies:Maintenance Supplies	564.85
	07/22/2022	Bill Payment (Check)	4485		0012 Cash - SI/RMSC	-1,368.86
	07/06/2022	Bill	3850480	Janitorial Supplies	4023 2 Operating Supplies:Maintenance Supplies	1,368.86
Karen Shenk						
	07/01/2022	Bill Payment (Check)	4461		0012 Cash - SI/RMSC	-105.00
	06/23/2022	Bill	6/21/22	Pickle Ball Instructor	4023 6 COGS - Operating:COGS - Reg., Programs & Lessons	105.00
Kristi Sherlock - Expense Reimbursement						
	07/22/2022	Bill Payment (Check)	4486		0012 Cash - SI/RMSC	-22.40
	07/15/2022	Bill	Exp 7.15.22	Travel to and from bank 6/27 - 7/15 (8 days)	4043 2 Travel & Entertainment:Travel & Mileage	22.40
Minneapolis Oxygen Company						
	07/08/2022	Bill Payment (Check)	4472		0012 Cash - SI/RMSC	-22.84
	06/30/2022	Bill	95196	Helium Rental	4023 4 COGS - Operating:COGS - Birthday Parties	22.84
Refund - Kristi Sherlock						
	07/01/2022	Bill Payment (Check)	4462		0012 Cash - SI/RMSC	-16.80
	06/03/2022	Bill	ER06/03/22	to and from bank 6 days	4043 2 Travel & Entertainment:Travel & Mileage	16.80
Rink Management Services Corporation						
	07/01/2022	Bill Payment (Check)	4463		0012 Cash - SI/RMSC	-41,004.41
	06/01/2022	Bill	108121	Cigna health Insurance Billing Period 6/1 - 6/30/22	4004 2 Contracted Payroll:Health Insurance	1,448.04
	06/01/2022	Bill	108210	April 2022 Worker's Compensation (not previously billed)	4017 Worker's Comp. Ins.	615.00
	06/17/2022	Bill	108159	Payroll Processing WK 25; Paychex Inv #2022061501	4004 3 Contracted Payroll:Payroll Expenses	512.72
	06/17/2022	Bill	108142	Principal Health Insurance Invoice 6/17/22; Billing Period 7/1 - 7/31/22	-Split-	204.28
	06/29/2022	Bill	108181	Payroll Period Ending 6/26/22; Pay Date 7/1/22; WK 27	4004 1 Contracted Payroll:Payroll	32,948.61
	07/01/2022	Bill	108088	Management Fee - July 2022	4069 1 Contract Services:Management Fees	4,750.00
	06/06/2022	Bill	108109	Paychex Invoice #2022060101; WK 23 Processing Charges	4004 3 Contracted Payroll:Payroll Expenses	525.76
	07/08/2022	Bill Payment (Check)	4473		0012 Cash - SI/RMSC	-2,152.97
	07/01/2022	Bill	108392	Wix.com	3046 Advertising Revenue	324.00
	06/30/2022	Bill	108268	June 2022 Worker's Compensation Insurance	4017 Worker's Comp. Ins.	594.01
	06/30/2022	Bill	108248	May 2022 Worker's Compensation Insurance	4017 Worker's Comp. Ins.	541.00
	06/20/2022	Bill	108349	Paychex Invoice #2464895; Timeclocks & Kiosks	4004 3 Contracted Payroll:Payroll Expenses	296.80
	06/12/2022	Bill	108276	Verizon Invoice #9908696878, 6/12/22; Billing Period 5/13 - 6/12/22	-Split-	143.19
	06/10/2022	Bill	108368	Paychex Statement #25317427; Screening Services (split with 20 users)	4004 3 Contracted Payroll:Payroll Expenses	21.20
	06/06/2022	Bill	108304	Intuit Quickbooks	4053 Subscript., Memberships & Dues	180.00
	06/06/2022	Bill	108329	HR Classroom; Split Charge from Bill #060622th	4004 3 Contracted Payroll:Payroll Expenses	52.77
	07/22/2022	Bill Payment (Check)	4491		0012 Cash - SI/RMSC	-29,357.45
	07/01/2022	Bill	108434	Buffer Charge from Card #6705 - June & July 2022	4046 Advertising & Promotion	22.00
	07/15/2022	Bill	108418	Payroll Period Ending 7/10/22; Pay Date 7/18/22, WK 29	4004 1 Contracted Payroll:Payroll	29,335.45
	07/29/2022	Bill Payment (Check)	4497		0012 Cash - SI/RMSC	-6,315.56
	07/01/2022	Bill	108453	Cigna Health Insurance Billing Period 7/1 - 7/31/22	4004 2 Contracted Payroll:Health Insurance	1,448.04
	07/01/2022	Bill	108503	June 2022 Analysis & Monitoring Services (not previously billed) Paychex Statement #25317427	4004 3 Contracted Payroll:Payroll Expenses	117.52
	08/01/2022	Bill	108475	August 2022 Management Fee	4069 1 Contract Services:Management Fees	4,750.00
Staples Advantage						
	07/01/2022	Bill Payment (Check)	4464		0012 Cash - SI/RMSC	-42.07
	06/11/2022	Bill	8066545140	Party supplies	4023 4 COGS - Operating:COGS - Birthday Parties	42.07
	07/08/2022	Bill Payment (Check)	4474		0012 Cash - SI/RMSC	-647.48
	06/01/2022	Bill	3495876909	Paper & Gloves	4023 3 Operating Supplies:Office Supplies	275.14
	06/01/2022	Bill	3488122959	Coffee club supplies, Batteries	4023 3 Operating Supplies:Office Supplies	372.34
The Lifeguard Store, INC						
	07/29/2022	Bill Payment (Check)	4496		0012 Cash - SI/RMSC	-182.50
	07/11/2022	Bill	1225442	Goggles for resale	-Split-	182.50
	07/07/2022	Bill Payment (Check)			-Split-	

	Date	Transaction Type	Num	Memo/Description	Split	Amount
	06/15/2022	Bill	1213415	Tank Tops for Lifeguards	4085 Uniforms	125.00
	07/07/2022	Vendor Credit	RTN075530	Vendor Credit for Invoice 001213415 - return	4085 Uniforms	-125.00
Waconia Ice Arena						
	07/22/2022	Bill Payment (Check)	4488		0012 Cash - SI/RMSC	-2,856.32
	06/23/2022	Bill	ST 05/22	Sales & Use tax payment for May 2022	-Split-	2,856.32
Watson Company						
	07/22/2022	Bill Payment (Check)	4489		0012 Cash - SI/RMSC	-224.64
	07/06/2022	Bill	126634	Concessions Inventory	-Split-	224.64
Welcome Neighbor Inc						
	07/22/2022	Bill Payment (Check)	4490		0012 Cash - SI/RMSC	-142.80
	07/05/2022	Bill	16476	New Resident Pack	4046 Advertising & Promotion	142.80
Yetzer's						
	07/01/2022	Bill Payment (Check)	4465		0012 Cash - SI/RMSC	-1,782.55
	06/03/2022	Bill	20091840	Replace Carpet in Conference Room	4029 1 Maintenance & Repairs:Building Repairs	1,782.55
Total Expenses:						\$ 102,821.99



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		September 6, 2022					
Item Name:		Contractor Pay Request #7 - L-52 Lift Station Upgrade					
Originating Department:		Finance					
Presented by:		Nicole Meyer					
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. 7 to Lametti & Sons, Inc. for the L-52 Lift Station Upgrade.							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Staff has reviewed the contractor pay request for the L-52 Lift Station Upgrade and recommends payment of \$90,534.62 based on the engineering request for payment. This payment represents approximately 91.0% of the total approved contract for the project.							
<u>Attachments:</u>							
1. 2022-08-29 L52 Payment #7.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Sewer Utility Fund							
Budget Information:				Planning Commission			
☒ 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

August 29, 2022

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

**Re: L-52 Lift Station Upgrade
Payment Request No. 7**

Dear Mrs. Meyer:

Enclosed please find Payment Request No. 7 for work completed from 2/1/2022 to 8/1/2022 on the above referenced project. The work completed includes punch list items, site restoration and other related items.

We have reviewed the estimate, verified the quantities, and recommend the City make payment in the amount of **\$90,534.62** to Lametti & Sons, Inc. 100% of this requested payment is for work associated with the sanitary sewer system.

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

Respectfully Submitted,
Bolton & Menk, Inc.

Jake Saulsbury, P.E.

Cc: Craig Eldred, Public Services Director
John Swanson, Bolton & Menk

Enclosure

CONTRACTOR'S PAY REQUEST**L-52 LIFT STATION UPDGRADE****CITY OF WACONIA, MN****BMI PROJECT NO. C14.120524****DISTRIBUTION:**

CONTRACTOR (1)

OWNER (1)

ENGINEER (1)

BONDING CO. (1)

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	\$1,078,069.00
TOTAL, COMPLETED WORK TO DATE	\$1,035,506.06
TOTAL, STORED MATERIALS TO DATE	\$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS	\$1,035,506.06
RETAINED PERCENTAGE (5%)	\$51,775.30
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$983,730.76
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$893,196.14
PAY CONTRACTOR AS ESTIMATE NO. 7	\$90,534.62

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: Lametti & Sons, Inc.
16028 Forest Blvd. N., P.O. Box 477
Hugo, MN 55038

By Lisa Navin Name CFO Title

Date 8-29-2022

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:

ENGINEER: BOLTON & MENK, INC., 2638 SHADOW LN, SUITE 200, CHASKA, MN 55318.

By [Signature]

Date 8/29/22

APPROVED FOR PAYMENT:**OWNER:**

By _____
Name Title Date

And _____
Name Title Date

Partial Pay Estimate No.:

7

L-52 LIFT STATION UPGRADE

CITY OF WACONIA, MN

BIMI PROJECT NO. C14-120524

WORK COMPLETED THROUGH: 8/1/22

ITEM NO.	ITEM	UNIT PRICE	AS BID		CURRENT ESTIMATE		PREVIOUS ESTIMATE		COMPLETED TO DATE			
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT		
1	MOBILIZATION	\$50,000.00	1	LUMP SUM	\$50,000.00		LUMP SUM		1.00	LUMP SUM	\$50,000.00	
2	TRAFFIC CONTROL	\$5,000.00	1	LUMP SUM	\$5,000.00	0.15	LUMP SUM	\$750.00	1.00	LUMP SUM	\$5,000.00	
3	PRE CONSTRUCTION SURVEY	\$1,200.00	6	UNIT	\$7,200.00		UNIT		6.00	UNIT	\$7,200.00	
4	CLEAR AND GRUB	\$550.00	21	EACH	\$11,550.00		EACH		21.00	EACH	\$11,550.00	
5	REMOVE CURB AND GUTTER	\$15.00	80	LF	\$1,200.00	167	LF	\$2,505.00	10	LF	\$150.00	
6	REMOVE CHAIN LINK FENCE	\$10.00	235	LF	\$2,350.00		LF		252.00	LF	\$2,520.00	
7	REMOVE CONCRETE	\$10.00	72	SF	\$720.00	72	SF	\$720.00	72.00	SF	\$720.00	
8	REMOVE WATER SERVICE - CURB STOP THRU CURB STOP	\$20.00	30	LF	\$600.00		LF		30.00	LF	\$600.00	
9	REMOVE WATER SERVICE - CURB STOP TO CONNECTION	\$10.00	55	LF	\$550.00		LF		55.00	LF	\$550.00	
10	REMOVE HEAT AND VENTILATION DUCT	\$3,500.50	1	LUMP SUM	\$3,500.50		LUMP SUM		1.00	LUMP SUM	\$3,500.50	
11	SALVAGE AND REINSTALL SITE SIGN	\$200.00	1	EACH	\$200.00		EACH			EACH		
12	INSTALL WET WELL	\$8,000.00	55.6	LF	\$444,800.00	2.6	LF	\$20,800.00	55.60	LF	\$444,800.00	
13	TOP SLAB	\$20,000.00	1	EACH	\$20,000.00		EACH		1.00	EACH	\$20,000.00	
14	PLUMB WET WELL	\$35,000.00	1	LUMP SUM	\$35,000.00		LUMP SUM		0.05	LUMP SUM	\$1,750.00	
15	WET WELL BALLAST	\$150.00	63	CY	\$9,450.00	3	CY	\$450.00	63.00	CY	\$9,450.00	
16	STRUCTURAL INVERT SLAB	\$3,141.00	1	LUMP SUM	\$3,141.00		LUMP SUM		1.00	LUMP SUM	\$3,141.00	
17	INSTALL VALVE VAULT	\$51,325.00	1	EACH	\$51,325.00	0.1	EACH	\$5,132.50	0.05	EACH	\$2,566.25	
18	PLUMB VALVE VAULT	\$45,000.00	1	LUMP SUM	\$45,000.00		LUMP SUM		0.15	LUMP SUM	\$6,750.00	
19	METER MANHOLE	\$25,000.00	1	EACH	\$25,000.00	0.15	EACH	\$3,750.00		1.00	EACH	\$25,000.00
20	FURNISH 16" SPOOL PIECE - METER MANHOLE	\$11,500.00	1	EACH	\$11,500.00	1	EACH	\$11,500.00		1.00	EACH	\$11,500.00
21	MODIFY EXISTING WET WELL	\$5,000.00	1	LUMP SUM	\$5,000.00		LUMP SUM		0.95	LUMP SUM	\$4,750.00	
22	CONNECT TO EXISTING WET WELL	\$8,500.00	1	EACH	\$8,500.00		EACH			1.00	EACH	\$8,500.00
23	18" PVC C900 DR 25 - TRENCHLESS SEWER	\$5,000.00	10	LF	\$50,000.00		LF			10.00	LF	\$50,000.00
24	CONSOLIDATION GROUT SET UP - TRENCHLESS PIPE	\$8,000.00	1	LUMP SUM	\$8,000.00		LUMP SUM			1.00	LUMP SUM	\$8,000.00
25	CONSOLIDATION GROUT - TRENCHLESS PIPE	\$14.00	800	GAL	\$11,200.00		GAL			500.00	GAL	\$7,000.00
26	ABANDON EXISTING DRY WELL	\$9,500.00	1	LUMP SUM	\$9,500.00	0.2	LUMP SUM	\$1,900.00	0.8	LUMP SUM	\$7,600.00	
27	BYPASS PUMPING	\$32,000.00	1	LUMP SUM	\$32,000.00		LUMP SUM		0.25	LUMP SUM	\$8,000.00	
28	4" PVC C900 DR 25 DRAIN PIPE	\$65.00	60	LF	\$3,900.00		LF			1.00	LUMP SUM	\$32,000.00
29	4" DRAIN PIPE FITTINGS	\$10.00	150	LBS	\$1,500.00		LBS			60.00	LF	\$3,900.00
30	4" DRAIN TRAP ASSEMBLY	\$1,000.00	1	EACH	\$1,000.00		EACH			150.00	LBS	\$1,500.00
31	4" PVC DRAIN CLEAN OUT	\$1,000.00	1	EACH	\$1,000.00		EACH			1.00	EACH	\$1,000.00
32	CONNECT TO EXISTING SEWER SERVICE	\$700.00	1	EACH	\$700.00		EACH			1.00	EACH	\$700.00
33	48" MANHOLE	\$450.00	35.55	LF	\$15,997.50	2.6	LF	\$1,170.00		35.60	LF	\$16,020.00
34	18" PVC PS 46	\$100.00	43	LF	\$4,300.00		LF			43.00	LF	\$4,300.00
35	CONSTRUCT MANHOLE OVER EXISTING PIPE	\$8,000.00	1	EACH	\$8,000.00		EACH			1.00	EACH	\$8,000.00
36	AGGREGATE BEDDING	\$38.00	35	TON	\$1,330.00		TON			35.00	TON	\$1,330.00
37	EXTERNAL CHIMNEY SEAL	\$300.00	2	EACH	\$600.00	2	EACH	\$600.00		2.00	EACH	\$600.00
38	ABANDON 18" SEWER	\$80.00	18	LF	\$1,440.00		LF		18	LF	\$1,440.00	
39	16" PVC C905 DR 25 FORCEMAIN	\$120.00	30	LF	\$3,600.00	8	LF	\$960.00		43.00	LF	\$5,160.00
40	16" FORCEMAIN FITTINGS	\$7.00	425	LBS	\$2,975.00		LBS			544.00	LBS	\$3,808.00
41	CONNECT TO EXISTING FORCEMAIN	\$800.00	1	EACH	\$800.00		EACH		1	EACH	\$800.00	
42	ABANDON 16" FORCEMAIN	\$75.00	15	LF	\$1,125.00	15	LF	\$1,125.00		15.00	LF	\$1,125.00
43	1" CORPORATION STOP	\$900.00	1	EACH	\$900.00		EACH			1.00	EACH	\$900.00
44	1" CURB STOP	\$950.00	1	EACH	\$950.00		EACH			1.00	EACH	\$950.00
45	1" TYPE K COPPER WATER SERVICE	\$60.00	65	LF	\$3,900.00	60	LF	\$3,600.00		110.00	LF	\$6,600.00
46	CONNECT TO EXISTING WATER SERVICE	\$800.00	1	EACH	\$800.00		EACH			1.00	EACH	\$800.00
47	WATER SERVICE LID COVER	\$600.00	4	EACH	\$2,400.00	4	EACH	\$2,400.00		4.00	EACH	\$2,400.00
48	27" DRAINAGE STRUCTURE	\$1,200.00	3	EACH	\$3,600.00		EACH		1	EACH	\$1,200.00	
49	12" HDPE STORM SEWER	\$75.00	157	LF	\$11,775.00		LF			157.00	LF	\$11,775.00
50	12" HDPE DRAIN TILE	\$60.00	22	LF	\$1,320.00		LF			22.00	LF	\$1,320.00
51	4" HDPE DRAIN TILE	\$45.00	38	LF	\$1,710.00		LF			38.00	LF	\$1,710.00
52	4" HDPE CLEAN OUT	\$800.00	1	EACH	\$800.00		EACH			1.00	EACH	\$800.00
53	12" METAL FLARED END SECTION WITH RODENT GUARD	\$900.00	1	EACH	\$900.00		EACH			1.00	EACH	\$900.00
54	AGGREGATE BEDDING	\$38.00	25	TON	\$950.00		TON				TON	
55	RIP RAP CL III	\$80.00	5	CY	\$400.00		CY			2.50	CY	\$200.00
56	COMMON EXCAVATION (EV) (P)	\$29.00	235	CY	\$6,815.00	100	CY	\$2,900.00	135	CY	\$3,915.00	
57	SUBGRADE EXCAVATION (EV)	\$30.00	20	CY	\$600.00		CY				CY	
58	SUBGRADE EXCAVATION REPLACEMENT MATERIAL	\$35.00	40	TON	\$1,400.00		TON				TON	

WORK COMPLETED THROUGH: 8/1/22											
ITEM NO.	ITEM	UNIT PRICE	AS BID		CURRENT ESTIMATE		PREVIOUS ESTIMATE		COMPLETED TO DATE		
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	
59	SUBGRADE PREPARATION	\$6.00	560	SY	\$3,360.00						
60	12" CLASS 5 AGGREGATE BASE	\$38.00	415	TON	\$15,770.00	80	TON	\$3,040.00	133.92	TON	\$5,088.96
61	3" BITUMINOUS WEAR COURSE (SP9.5 WEARING COURSE - SPWEA240B)	\$110.00	100	TON	\$11,000.00	122.21	TON	\$13,443.10		TON	\$13,443.10
62	COMMON EXCAVATION [EV] [P]	\$28.00	190	CY	\$5,320.00		CY			CY	
63	SUBGRADE EXCAVATION [EV]	\$30.00	10	CY	\$600.00		CY			CY	
64	SUBGRADE EXCAVATION REPLACEMENT MATERIAL	\$35.00	40	TON	\$1,400.00		TON			TON	
65	SUBGRADE PREPARATION	\$6.00	470	SY	\$2,820.00		SY			SY	
66	GEOTEXTILE FABRIC TYPE V	\$2.00	470	SY	\$940.00		SY			SY	
67	9" CLASS 5 AGGREGATE BASE	\$38.00	160	TON	\$9,880.00		TON			TON	
68	3" BITUMINOUS BASE COURSE (SP12.5 BASE COURSE-SPNBW230B)	\$130.00	80	TON	\$10,400.00		TON			TON	
69	1 1/2" BITUMINOUS WEAR COURSE (SP9.5 WEARING COURSE - SPWEA240B)	\$110.00	40	TON	\$4,400.00		TON			TON	
70	MOUNTABLE CONCRETE CURB AND GUTTER	\$55.00	80	LF	\$4,400.00	177	LF	\$9,735.00		LF	\$9,735.00
71	INLET PROTECTION - ROCK BAG	\$300.00	2	EACH	\$600.00		EACH			EACH	
72	INLET PROTECTION - BIOROLL	\$80.00	2	EACH	\$160.00		EACH			EACH	\$160.00
73	SILT FENCE	\$3.50	690	LF	\$2,415.00		LF			LF	\$1,739.50
74	SILT CURTAIN	\$65.00	45	LF	\$2,925.00		LF			LF	\$2,925.00
75	TOPSOIL BORROW	\$50.00	75	TON	\$3,750.00	97	TON	\$4,850.00		TON	\$4,850.00
76	SEED AND HYDRO MULCH TYPE B (MIX 25-151)	\$3.00	555	SY	\$1,665.00	203	SY	\$609.00		SY	\$1,275.00
77	SEED AND HYDRO MULCH TYPE B (MIX 33-261) WITH TRM CA7 3N	\$25.00	25	SY	\$625.00		SY			SY	
78	FURNISH AND INSTALL SWAMP WHITE OAK - 3" B&B	\$1,500.00	3	EACH	\$4,500.00		EACH			EACH	
79	TEMPORARY EXISTING LIGHT STATION ELECTRICAL	\$16,000.00	1	LUMP SUM	\$16,000.00		LUMP SUM			LUMP SUM	\$16,000.00
80	PERMANENT SITE ELECTRICAL	\$31,975.00	1	LUMP SUM	\$31,975.00		LUMP SUM			LUMP SUM	\$31,975.00
81	YARD LIGHT	\$3,200.00	1	LUMP SUM	\$3,200.00		LUMP SUM			LUMP SUM	\$3,200.00
82											
83											
84											
85											
TOTAL AMOUNT:			\$1,078,069.00			\$95,299.60			\$44,010.21	\$1,035,506.81	



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		September 6, 2022					
Item Name:		Contractor Pay Request #8 - Waconia Parkway South Improvements					
Originating Department:		Finance					
Presented by:		Nicole Meyer					
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. 8 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 \$81,379.85 based on the engineering request for payment. This payment represents approximately 73.0% of the total approved contract for the project.							
<u>Attachments:</u>							
1. 2022-8-30_WPS_Payment #8.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			



August 30, 2022

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

**RE: Waconia Parkway South Improvements
Pay Request No. 8**

Dear Mrs. Meyer:

Enclosed please find Pay Request No. 8 for work completed from through 8/26/2022 on the above referenced project. The work completed includes payment for retaining wall construction.

We have reviewed the estimate, verified the quantities, and recommend the City make payment in the amount of **\$81,379.85** 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	\$0.00					
WPS-CITY	\$81,379.85	24.95%				75.05%
Total:	\$81,379.85					

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 CITY OF WACONIA BMI PROJECT NO. C14.120614		 BOLTON & MENK Real People. Real Solutions.	DISTRIBUTION: CONTRACTOR (1) OWNER (1) ENGINEER (1)
TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	\$3,168,706.58		
TOTAL, COMPLETED WORK TO DATE	\$2,441,253.02		
TOTAL, STORED MATERIALS TO DATE	\$129,984.14		
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	\$119,875.16		
TOTAL, COMPLETED WORK & STORED MATERIALS	\$2,451,362.00		
RETAINED PERCENTAGE (5.0%)	\$122,568.10		
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	\$0.00		
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$2,328,793.90		
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$2,247,414.05		
PAY CONTRACTOR AS ESTIMATE NO. 8	\$81,379.85		

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

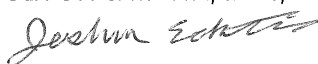
UP

Title

Date 8-29-22

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:

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

By  _____, CONSULTING ENGINEER

Date 8/30/2022

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, AUGUST 26, 2022

8



Real People. Real Solutions.

ITEM NO.	ITEM	UNIT PRICE	AS-BID			PREVIOUS ESTIMATE			COMPLETED TO DATE		
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	COMPLETED QUANTITY	COMPLETED AMOUNT	ESTIMATED AMOUNT
1	MOBILIZATION	\$215,000.00	1.00	LUMP SUM	\$215,000.00	1.00	LUMP SUM	\$215,000.00	1.00	LUMP SUM	\$215,000.00
2	CLEARING	\$474.00	5.00	TREE	\$2,370.00	15.00	TREE	\$7,110.00	15.00	TREE	\$7,110.00
3	GRUBBING	\$105.00	5.00	TREE	\$525.00	15.00	TREE	\$1,575.00	15.00	TREE	\$1,575.00
4	PAVEMENT MARKING REMOVAL	\$2.11	190.00	LIN FT	\$400.90	0.00	LIN FT	\$0.00	0.00	LIN FT	\$0.00
5	REMOVE LIGHT UNIT	\$421.00	4.00	EACH	\$1,684.00	4.00	EACH	\$1,684.00	4.00	EACH	\$1,684.00
6	REMOVE HYDRANT	\$790.00	7.00	EACH	\$5,530.00	2.00	EACH	\$1,580.00	2.00	EACH	\$1,580.00
7	REMOVE DRAINAGE STRUCTURE	\$474.00	11.00	EACH	\$5,214.00	12.00	EACH	\$5,688.00	12.00	EACH	\$5,688.00
8	REMOVE SIGN	\$42.10	41.00	EACH	\$1,726.10	13.00	EACH	\$547.30	13.00	EACH	\$547.30
9	REMOVE WATERMAIN	\$21.05	269.00	LIN FT	\$5,662.45	90.00	LIN FT	\$1,894.50	90.00	LIN FT	\$1,894.50
10	REMOVE PIPE SEWER (STORM)	\$36.85	582.00	LIN FT	\$21,446.70	420.00	LIN FT	\$15,477.00	420.00	LIN FT	\$15,477.00
11	REMOVE CURB & GUTTER	\$3.50	2,575.00	LIN FT	\$9,012.50	2,554.00	LIN FT	\$8,939.00	2,554.00	LIN FT	\$8,939.00
12	SALVAGE RETAINING WALL	\$27.00	155.00	LIN FT	\$4,185.00	155.00	LIN FT	\$4,185.00	155.00	LIN FT	\$4,185.00
13	REMOVE BITUMINOUS DRIVEWAY/WALK	\$6.00	1,156.00	SQ YD	\$6,936.00	1,891.00	SQ YD	\$11,346.00	1,891.00	SQ YD	\$11,346.00
14	REMOVE BITUMINOUS PAVEMENT	\$4.00	13,264.00	SQ YD	\$53,056.00	13,624.00	SQ YD	\$54,496.00	13,624.00	SQ YD	\$54,496.00
15	REMOVE CONCRETE DRIVEWAY/WALK	\$2.75	866.00	SQ FT	\$2,381.50	1,016.00	SQ FT	\$2,794.00	1,016.00	SQ FT	\$2,794.00
16	SALVAGE SIGN AND FIELD STONE	\$1,000.00	1.00	EACH	\$1,000.00	1.00	EACH	\$1,000.00	1.00	EACH	\$1,000.00
17	ABANDON WATER MAIN	\$8.95	2,220.00	LIN FT	\$19,869.00	0.00	LIN FT	\$0.00	0.00	LIN FT	\$0.00
18	COMMON EXCAVATION (EV) (P)	\$29.10	7,571.00	CU YD	\$220,316.10	9,490.00	CU YD	\$276,159.00	9,490.00	CU YD	\$276,159.00
19	SURGRADE EXCAVATION (EV)	\$24.00	566.00	CU YD	\$13,584.00	241.00	CU YD	\$5,784.00	241.00	CU YD	\$5,784.00
20	STABILIZING AGGREGATE (CV)	\$29.90	566.00	CU YD	\$16,923.40	0.00	CU YD	\$0.00	0.00	CU YD	\$0.00
21	SURGRADE PREPARATION	\$0.50	14,258.00	SQ YD	\$7,129.00	18,562.00	SQ YD	\$9,281.00	18,562.00	SQ YD	\$9,281.00
22	AGGREGATE BASE CLASS 5	\$0.01	12,833.00	TON	\$128.33	14,408.00	TON	\$144.08	14,408.00	TON	\$144.08
23	JOINT AND CRACK FILLER	\$10.55	300.00	POUND	\$3,165.00	0.00	POUND	\$0.00	0.00	POUND	\$0.00
24	MILL BITUMINOUS SURFACE (1.0")	\$1.35	12,568.00	SQ YD	\$16,966.80	4,896.00	SQ YD	\$6,609.60	4,896.00	SQ YD	\$6,609.60
25	MILL BITUMINOUS SURFACE (2.0")	\$2.60	1,344.00	SQ YD	\$3,494.40	0.00	SQ YD	\$0.00	0.00	SQ YD	\$0.00
26	CONCRETE PAVEMENT 8.0"	\$85.30	250.00	SQ YD	\$21,325.00	237.50	SQ YD	\$20,258.75	237.50	SQ YD	\$20,258.75
27	DRILL & GROUT REINFORCING BARS (EPOXY COATED)	\$26.30	1,346.00	EACH	\$35,399.80	408.00	EACH	\$10,730.40	408.00	EACH	\$10,730.40
28	TYPE SP 9.5 WEARING COURSE MIX (3.C)	\$81.85	4,753.00	TON	\$389,033.05	0.00	TON	\$0.00	0.00	TON	\$0.00
29	TYPE SP 12.5 NON WEAR COURSE MIX (3.C)	\$80.05	2,305.00	TON	\$184,515.25	2,889.00	TON	\$231,264.45	2,889.00	TON	\$231,264.45
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	0.00	TON	\$0.00
31	INSTALL RETAINING WALL	\$30.00	155.00	LIN FT	\$4,650.00	0.00	LIN FT	\$0.00	0.00	LIN FT	\$0.00
32	PREFABRICATED MODULAR BLOCK WALL	\$57.00	480.00	SQ FT	\$27,360.00	0.00	SQ FT	\$0.00	0.00	SQ FT	\$0.00
33	22" SPAN RC PIPE-ARCH CULVERT CLASS V	\$156.00	93.00	LIN FT	\$14,508.00	92.00	LIN FT	\$14,352.00	92.00	LIN FT	\$14,352.00
34	12" RC PIPE APRON (W/ TRASHGUARD)	\$1,237.00	2.00	EACH	\$2,474.00	2.00	EACH	\$2,474.00	2.00	EACH	\$2,474.00
35	15" RC PIPE APRON (W/ TRASHGUARD)	\$1,343.00	2.00	EACH	\$2,686.00	2.00	EACH	\$2,686.00	2.00	EACH	\$2,686.00
36	18" RC PIPE APRON (W/ TRASHGUARD)	\$3,670.00	1.00	EACH	\$3,670.00	1.00	EACH	\$3,670.00	1.00	EACH	\$3,670.00
37	12" RC PIPE SEWER DESIGN 3006 CLASS V	\$64.90	509.00	LIN FT	\$33,034.10	506.00	LIN FT	\$32,839.40	506.00	LIN FT	\$32,839.40
38	15" RC PIPE SEWER DESIGN 3006 CLASS V	\$69.55	458.00	LIN FT	\$31,853.90	335.00	LIN FT	\$23,299.25	335.00	LIN FT	\$23,299.25
39	18" RC PIPE SEWER DESIGN 3006 CLASS V	\$73.55	64.00	LIN FT	\$4,707.20	205.00	LIN FT	\$15,077.75	205.00	LIN FT	\$15,077.75
40	21" RC PIPE SEWER DESIGN 3006 CLASS V	\$81.45	137.00	LIN FT	\$11,158.65	125.00	LIN FT	\$10,181.25	125.00	LIN FT	\$10,181.25
41	CONNECT TO EXISTING WATERMAIN	\$2,894.00	9.00	EACH	\$26,046.00	8.00	EACH	\$23,152.00	8.00	EACH	\$23,152.00
42	CONNECT TO EXISTING WATER SERVICE	\$478.00	2.00	EACH	\$956.00	2.00	EACH	\$956.00	2.00	EACH	\$956.00
43	INSTALL HYDRANT	\$4,617.00	7.00	EACH	\$32,319.00	7.00	EACH	\$32,319.00	7.00	EACH	\$32,319.00
44	ADJUST VALVE BOX	\$790.00	4.00	EACH	\$3,160.00	3.00	EACH	\$2,370.00	3.00	EACH	\$2,370.00
45	1" CORPORATION STOP	\$856.00	2.00	EACH	\$1,712.00	2.00	EACH	\$1,712.00	2.00	EACH	\$1,712.00
46	6" GATE VALVE AND BOX	\$1,891.00	8.00	EACH	\$15,128.00	10.00	EACH	\$18,910.00	10.00	EACH	\$18,910.00
47	8" GATE VALVE AND BOX	\$2,452.00	4.00	EACH	\$9,808.00	3.00	EACH	\$7,356.00	3.00	EACH	\$7,356.00
48	10" GATE VALVE AND BOX	\$3,371.00	7.00	EACH	\$23,597.00	8.00	EACH	\$26,968.00	8.00	EACH	\$26,968.00
49	12" BUTTERFLY VALVE AND BOX	\$2,555.00	2.00	EACH	\$5,110.00	2.00	EACH	\$5,110.00	2.00	EACH	\$5,110.00
50	1" CURB STOP AND BOX	\$641.00	2.00	EACH	\$1,282.00	2.00	EACH	\$1,282.00	2.00	EACH	\$1,282.00

Pay Request No.:

WACONIA PARKWAY SOUTH IMPROVEMENTS

8



Real People. Real Solutions.

CITY OF WACONIA

BMT PROJECT NO. C14.120614

WORK COMPLETED THROUGH FRIDAY, AUGUST 26, 2022

ITEM NO.	ITEM	UNIT	AS BIDD		ESTIMATES		ESTIMATES		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
51	HYDRANT EXTENSION (0.5')		2.00	\$2,264.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
52	1" TYPE K COPPER PIPE		70.00	\$4,539.50	40.00	\$2,594.00	40.00	\$2,594.00	40.00	\$2,594.00
53	6" WATERMAIN DUCTILE IRON CL 52		238.00	\$13,744.50	182.00	\$10,510.50	182.00	\$10,510.50	182.00	\$10,510.50
54	6" PVC WATERMAIN C900 DR18		75.00	\$3,101.25	136.00	\$5,623.60	136.00	\$5,623.60	136.00	\$5,623.60
55	8" PVC WATERMAIN C900 DR18		65.00	\$3,285.75	48.00	\$2,426.40	48.00	\$2,426.40	48.00	\$2,426.40
56	10" PVC WATERMAIN C900 DR18		1,070.00	\$59,706.00	1,016.00	\$56,692.80	1,016.00	\$56,692.80	1,016.00	\$56,692.80
57	12" PVC WATERMAIN C900 DR18		1,360.00	\$106,012.00	1,305.00	\$101,724.75	1,305.00	\$101,724.75	1,305.00	\$101,724.75
58	4" POLYSTYRENE INSULATION		25.00	\$868.75	37.00	\$1,285.75	37.00	\$1,285.75	37.00	\$1,285.75
59	PIPE FITTINGS		3,031.00	\$36,675.10	2,669.00	\$32,294.90	2,669.00	\$32,294.90	2,669.00	\$32,294.90
60	CASTING ASSEMBLY (STORM)		18.00	\$9,936.00	5.00	\$2,760.00	5.00	\$2,760.00	5.00	\$2,760.00
61	ADJUST FRAME & RING CASTING (SANITARY)		4.00	\$4,800.00	1.00	\$1,200.00	1.00	\$1,200.00	1.00	\$1,200.00
62	ADJUST FRAME & RING CASTING (STORM)		3.00	\$3,600.00	3.00	\$3,600.00	3.00	\$3,600.00	3.00	\$3,600.00
63	CONSTRUCT DRAINAGE STRUCTURE DESIGN G		13.30	\$1,263.00	3.00	\$1,263.00	3.00	\$1,263.00	3.00	\$1,263.00
64	CONSTRUCT DRAINAGE STRUCTURE DES 48-4020		33.00	\$6,104.70	21.30	\$9,776.70	21.30	\$9,776.70	21.30	\$9,776.70
65	CONSTRUCT DRAINAGE STRUCTURE DESIGN R-1		3310.00	\$8,556.00	31.80	\$9,858.00	31.80	\$9,858.00	31.80	\$9,858.00
66	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4022		30.90	\$13,905.00	24.20	\$10,890.00	24.20	\$10,890.00	24.20	\$10,890.00
67	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-22		6.50	\$3,991.00	6.50	\$3,991.00	6.50	\$3,991.00	6.50	\$3,991.00
68	CONNECT TO EXISTING DRAINAGE STRUCTURE		1.00	\$395.00	1.00	\$395.00	1.00	\$395.00	1.00	\$395.00
69	CONNECT TO EXISTING STORM SEWER		7.00	\$2,765.00	5.00	\$1,975.00	5.00	\$1,975.00	5.00	\$1,975.00
70	EXTERNAL CHIMNEY SEAL (STORM)		18.00	\$3,564.00	7.00	\$1,386.00	7.00	\$1,386.00	7.00	\$1,386.00
71	RANDOM RIPRAP CLASS III		24.00	\$2,904.00	28.80	\$3,484.80	28.80	\$3,484.80	28.80	\$3,484.80
72	4" CONCRETE WALK		4,628.00	\$42,809.00	7,492.00	\$69,301.00	7,492.00	\$69,301.00	7,492.00	\$69,301.00
73	6" CONCRETE DRIVEWAY/WALK		4,102.00	\$70,349.30	2,653.00	\$45,498.95	2,653.00	\$45,498.95	2,653.00	\$45,498.95
74	3" BITUMINOUS WALK		1,787.00	\$40,207.50	604.00	\$13,590.00	604.00	\$13,590.00	604.00	\$13,590.00
75	CONCRETE CURB & GUTTER DESIGN B424		3,465.00	\$65,315.25	3,432.00	\$64,693.20	3,432.00	\$64,693.20	3,432.00	\$64,693.20
76	CONCRETE CURB & GUTTER DESIGN B424 (MODIFIED)		18.00	\$595.80	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
77	CONCRETE CURB & GUTTER DESIGN B618		3,210.00	\$60,508.50	3,320.00	\$62,582.00	3,320.00	\$62,582.00	3,320.00	\$62,582.00
78	CONCRETE CURB & GUTTER DESIGN R424		258.00	\$6,785.40	266.00	\$6,995.80	266.00	\$6,995.80	266.00	\$6,995.80
79	CONCRETE CURB DESIGN V4		77.00	\$2,025.10	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
80	ADA COMPLIANCE SUPERVISOR		1.00	\$2,106.00	1.00	\$2,106.00	1.00	\$2,106.00	1.00	\$2,106.00
81	TRUNCATED DOMES		604.00	\$31,800.60	446.00	\$23,481.90	446.00	\$23,481.90	446.00	\$23,481.90
82	FENCE DESIGN SPECIAL 1		241.00	\$31,812.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
83	FENCE DESIGN SPECIAL 2		170.00	\$22,440.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
84	TRAFFIC CONTROL		1.00	\$26,325.00	1.00	\$26,325.00	1.00	\$26,325.00	1.00	\$26,325.00
85	TRAFFIC CONTROL SIGNAL SYSTEM		1.00	\$226,391.00	0.90	\$203,751.90	0.90	\$203,751.90	0.90	\$203,751.90
86	EMERGENCY VEHICLE PREEMPTION SYSTEM		1.00	\$6,318.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
87	STORM DRAIN INLET PROTECTION		48.00	\$7,968.00	30.00	\$4,980.00	30.00	\$4,980.00	30.00	\$4,980.00
88	SILT FENCE, TYPE MS		4,115.00	\$8,230.00	2,421.00	\$4,842.00	2,421.00	\$4,842.00	2,421.00	\$4,842.00
89	SEDIMENT CONTROL LOG TYPE WOOD FIBER		1,420.00	\$4,828.00	10.00	\$34.00	10.00	\$34.00	10.00	\$34.00
90	ROCK DITCH CHECK		2.00	\$422.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
91	STABILIZED CONSTRUCTION EXIT		4.00	\$953.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
92	COMMON TOPSOIL BORROW (LV)		550.00	\$22,000.00	745.00	\$29,800.00	745.00	\$29,800.00	745.00	\$29,800.00
93	SUBSOILING		12,000.00	\$1,320.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
94	LANDSCAPING ALLOWANCE		1.00	\$10,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
95	IRRIGATION SYSTEM AND ELECTRIC FENCE REPAIR ALLOWANCE		1.00	\$10,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
96	INSTALL SIGN AND FIELD STONE		1.00	\$14,000.00	1.00	\$14,000.00	1.00	\$14,000.00	1.00	\$14,000.00
97	EROSTON CONTROL BLANKET CAT 3N/W SEED MIX 25-131		6,014.00	\$11,426.60	4,511.00	\$8,570.90	4,511.00	\$8,570.90	4,511.00	\$8,570.90
98	HYDROMULCH TYPE BONDED FIBER MATRIX, W/ SEED MIX 25-131		6,280.00	\$6,573.00	1,669.00	\$1,752.45	1,669.00	\$1,752.45	1,669.00	\$1,752.45
99	4" SOLID LINE MULTI COMP		25,552.00	\$9,709.76	11,941.00	\$4,537.58	11,941.00	\$4,537.58	11,941.00	\$4,537.58
100	24" SOLID LINE MULTI COMP		3,569.00	\$20,343.30	270.00	\$1,539.00	270.00	\$1,539.00	270.00	\$1,539.00
101	12" DOTTED LINE MULTI COMP		72.00	\$759.60	60.00	\$633.00	60.00	\$633.00	60.00	\$633.00

Pay Request No.:

WACONIA PARKWAY SOUTH IMPROVEMENTS

8



Real People. Real Solutions.

CITY OF WACONIA

BMT PROJECT NO. C14.120614

WORK COMPLETED THROUGH FRIDAY, AUGUST 26, 2022

ITEM NO.	ITEM	UNIT PRICE	AS BID		ESTIMATED AMOUNT	PREVIOUS ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	SQ FT		ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
102	CROSSWALK MULTI COMP	\$4.20	1,932.00	SQ FT	\$8,114.40	720.00	\$3,024.00	720.00	\$3,024.00
103	PAVEMENT MESSAGE MULTI COMP	\$18.55	29.00	EACH	\$537.95	0.00	\$0.00	0.00	\$0.00
104	CLEARING	\$253.00	14.00	TREE	\$3,542.00	0.00	\$0.00	0.00	\$0.00
105	GRUBBING	\$78.95	14.00	TREE	\$1,105.30	0.00	\$0.00	0.00	\$0.00
106	REMOVE CURB & GUTTER	\$3.50	209.00	LIN FT	\$731.50	207.00	\$724.50	207.00	\$724.50
107	REMOVE CONCRETE DRIVEWAY/WALK	\$2.75	292.00	SQ FT	\$803.00	176.00	\$484.00	176.00	\$484.00
108	COMMON EXCAVATION (EV) (P)	\$29.10	370.00	CU YD	\$10,767.00	250.00	\$7,275.00	250.00	\$7,275.00
109	PREFABRICATED MODULAR BLOCK WALL	\$56.00	1,835.00	SQ FT	\$102,760.00	0.00	\$0.00	1,148.00	\$64,288.00
110	12" HDPE PIPE APRON (W/ TRASHGUARD)	\$316.00	4.00	EACH	\$1,264.00	4.00	\$1,264.00	4.00	\$1,264.00
111	12" HDPE DUAL WALL W/ WATERTIGHT JOINTS	\$60.80	78.00	LIN FT	\$4,742.40	77.00	\$4,681.60	77.00	\$4,681.60
112	RANDOM RIPRAP CLASS III	\$121.00	18.00	CU YD	\$2,178.00	0.00	\$0.00	0.00	\$0.00
113	4" CONCRETE WALK	\$8.80	15,710.00	SQ FT	\$138,248.00	11,360.00	\$99,968.00	11,360.00	\$99,968.00
114	6" CONCRETE DRIVEWAY/WALK	\$17.20	630.00	SQ FT	\$10,836.00	1,566.00	\$26,935.20	1,566.00	\$26,935.20
115	TRUNCATED DOMES	\$52.65	116.00	SQ FT	\$6,107.40	226.00	\$11,898.90	226.00	\$11,898.90
116	FENCE DESIGN SPECIAL	\$132.00	285.00	LIN FT	\$37,620.00	0.00	\$0.00	0.00	\$0.00
117	ADA COMPLIANCE SUPERVISOR	\$2,106.00	1.00	LUMP SUM	\$2,106.00	0.00	\$0.00	0.00	\$0.00
118	SEDIMENT CONTROL LOG TYPE WOOD FIBER	\$3.40	880.00	LIN FT	\$2,992.00	0.00	\$0.00	0.00	\$0.00
119	EROSTON CONTROL BLANKET CAT 3N/W SEED MIX 25-131	\$2.11	1,703.00	SQ YD	\$3,593.33	0.00	\$0.00	0.00	\$0.00
120	HYDROMULCH TYPE BONDED FIBER MATRIX, W/ SEED MIX 25-131	\$2.11	455.00	SQ YD	\$960.05	0.00	\$0.00	0.00	\$0.00
121	CROSSWALK MULTI COMP	\$4.20	288.00	SQ FT	\$1,209.60	0.00	\$0.00	0.00	\$0.00
CO#1	FABRIC REMOVAL & DISPOSAL	\$693.85	1.00	LUMP SUM	\$693.85	1.00	\$693.85	1.00	\$693.85
CO#2	INSTALL CONDUITS	\$1,443.75	1.00	LUMP SUM	\$1,443.75	1.00	\$1,443.75	1.00	\$1,443.75
CO#3	DRAIN TILE	\$570.00	1.00	LUMP SUM	\$570.00	1.00	\$570.00	1.00	\$570.00
CO#4	COMMON BORROW	\$9.25	2,440.00	CU YD	\$22,570.00	2,440.00	\$22,570.00	2,440.00	\$22,570.00
CO#5	TRAIL GRADING	\$1,282.50	1.00	LUMP SUM	\$1,282.50	1.00	\$1,282.50	1.00	\$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	\$105,107.05	1,333.00	\$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	\$82,674.65	1,073.00	\$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	\$2,445.30	38.00	\$2,445.30
CO#7-A	DOZER RENTAL	\$1,915.00	3.00	DAY	\$5,745.00	3.00	\$5,745.00	3.00	\$5,745.00
CO#7-B	DOZER, OPERATOR, & LABORER	\$317.50	5.00	HR	\$1,587.50	5.00	\$1,587.50	5.00	\$1,587.50
CO#8	TEMPORARY STREET PATCH	\$4,206.61	1.00	LUMP SUM	\$4,206.61	1.00	\$4,206.61	1.00	\$4,206.61
						0		0	
TOTAL AMOUNT:					\$3,168,706.58		\$2,355,590.02		\$2,441,253.02



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		September 6, 2022					
Item Name:		Contractor Pay Request #1 - City Square Park Retaining Wall & Sidewalk					
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>							
Motion to approve Pay Estimate No. 1 to Sunram Construction, Inc. for the city Square Park Retaining Wall & Sidewalk.							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Staff has reviewed the contractor pay request for the City Square Park Retaining Wall & Sidewalk and recommends payment of \$79,976.70 based on the engineering request for payment. This payment represents approximately 60.0% of the total approved contract for the project.							
<u>Attachments:</u>							
1. 2022-08-30 City Square Park Ret Wall #1.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses: PIR Capital							
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

August 30, 2022

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

**RE: City Square Park – Project B (Retaining Wall & Sidewalk)
Pay Request No. 1**

Dear Mrs. Meyer:

Enclosed please find Pay Request No. 1 for work completed to date on the above referenced project. The work completed includes payment for mobilization, removals, retaining wall construction, sidewalk construction, and erosion control and turf establishment

We have reviewed the estimate, verified the quantities, and recommend the City make payment in the amount of **\$79,976.70** to Sunram Construction, Inc. 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
Sam Ellison, Bolton & Menk

CONTRACTOR'S PAY REQUEST		DISTRIBUTION:	
CITY SQUARE PARK - PROJECT B - RETAINING WALL & SIDEWALK CITY OF WACONIA, MN BMI PROJECT NO. C14.120523		CONTRACTOR (1)	
		OWNER (1)	
		ENGINEER (1)	
TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS		\$132,468.00	
TOTAL, COMPLETED WORK TO DATE		\$84,186.00	
TOTAL, STORED MATERIALS TO DATE		\$0.00	
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED		\$0.00	
TOTAL, COMPLETED WORK & STORED MATERIALS		\$84,186.00	
RETAINED PERCENTAGE (5%)		\$4,209.30	
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)		\$0.00	
NET AMOUNT DUE TO CONTRACTOR TO DATE		\$79,976.70	
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES		\$0.00	
PAY CONTRACTOR AS ESTIMATE NO. 1		\$79,976.70	
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:		Sunram Construction, Inc. 20010 75th Avenue North Corcoran, MN 55340	
By _____		 	
		Name Title	
Date _____		August 29, 2022	
CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:			
ENGINEER: BOLTON & MENK, INC., 2638 SHADOW LN, SUITE 200, CHASKA, MN 55318			
By _____		 	
		PROJECT ENGINEER	
Date _____		August 26, 2022	
APPROVED FOR PAYMENT:			
OWNER:			
By _____		 	
		Name Title Date	
And _____		 	
		Name Title Date	

Partial Pay Estimate No.:

1

CITY SQUARE PARK - PROJECT B - RETAINING WALL & SIDEWALK

CITY OF WACONIA, MN

BMI PROJECT NO. C14.120523

WORK COMPLETED THROUGH

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	\$12,000.00	1 LUMP SUM	\$12,000.00	0 LUMP SUM	\$0.00	1.00 LUMP SUM	\$12,000.00
2	REMOVE CONCRETE WALK	\$3.00	150 SQ FT	\$450.00	0 SQ FT	\$0.00	210.00 SQ FT	\$630.00
3	COMMON EXCAVATION (EV)	\$111.00	16 CU YD	\$1,776.00	0 CU YD	\$0.00	65.00 CU YD	\$7,215.00
4	TOPSOIL BORROW (LV)	\$72.00	35 CU YD	\$2,520.00	0 CU YD	\$0.00	35.00 CU YD	\$2,520.00
5	SELECT GRANULAR BORROW FOR RETAINING WALL INFILL (CV)	\$89.00	28 CU YD	\$2,492.00	0 CU YD	\$0.00	39.00 CU YD	\$3,471.00
6	AGGREGATE BASE CLASS 5 - SIDEWALK FILL OVER 4 INCHES (CV)	\$110.00	20 CU YD	\$2,200.00	0 CU YD	\$0.00	69.00 CU YD	\$7,590.00
7	CONSTRUCT BIG BLOCK RETAINING WALL	\$73.00	560 SQ FT	\$40,880.00	0 SQ FT	\$0.00	580.00 SQ FT	\$42,340.00
8	TRAFFIC CONTROL	\$800.00	1 LUMP SUM	\$800.00	0 LUMP SUM	\$0.00	1.00 LUMP SUM	\$800.00
9	4" CONCRETE WALK	\$11.00	600 SQ FT	\$6,600.00	0 SQ FT	\$0.00	470.00 SQ FT	\$5,170.00
10	RETAINING WALL HANDRAILS	\$250.00	125 LIN FT	\$31,250.00	0 LIN FT	\$0.00	0.00 LIN FT	\$0.00
11	DECORATIVE METAL FENCING	\$200.00	125 LIN FT	\$25,000.00	0 LIN FT	\$0.00	0.00 LIN FT	\$0.00
12	MODIFY EXISTING GAZEBO RAILINGS, CONNECT RAMP & WALLS TO STRUCTURE	\$3,550.00	1 EACH	\$3,550.00	0 EACH	\$0.00	0.00 EACH	\$0.00
13	BIOLOG	\$5.00	130 LIN FT	\$650.00	0 LIN FT	\$0.00	130.00 LIN FT	\$650.00
14	EROSION CONTROL BLANKET CAT 3N WITH SEED MIX 25-151	\$10.00	150 SQ YD	\$1,500.00	0 SQ YD	\$0.00	150.00 SQ YD	\$1,500.00
15	LANDSCAPING	\$500.00	1 ALLOWANCE	\$500.00	0 ALLOWANCE	\$0.00	0.00 ALLOWANCE	\$0.00
16	STREET SWEEPING	\$150.00	2 HOUR	\$300.00	0 HOUR	\$0.00	2.00 HOUR	\$300.00
	TOTAL AMOUNT:			\$132,468.00		\$0.00		\$84,186.00



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		September 6, 2022					
Item Name:		Contractor Pay Request #3 - Waterford Park - Water Reuse Station Project					
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>							
Motion to approve Pay Estimate No. 3 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 \$69,677.54 based on the engineering request for payment. This payment represents approximately 52.0% of the total approved contract for the project.							
<u>Attachments:</u>							
1. 0C1.123804 Pay Application No 3_packet.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

August 30, 2022

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

**Re: Waterford Park – Water Reuse Station Project
Payment Request No. 3**

Dear Mrs. Meyer:

Enclosed please find Payment Request No. 3 for work completed from 8/01/2022 to 8/25/2022 on the above referenced project. The work completed includes installation of underground utilities.

We have reviewed the estimate, verified the quantities, and recommend the City make payment in the amount of **\$69,677.54** 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.

Respectfully Submitted,
Bolton & Menk, Inc.

Jake Saulsbury, P.E.

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

Enclosure

CONTRACTOR'S PAY REQUEST
WATERFORD PARK REUSE STATION



**BOLTON
& MENK**

Real People. Real Solutions.

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	\$272,929.08
TOTAL, STORED MATERIALS TO DATE	\$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS	\$272,929.08
RETAINED PERCENTAGE (5.0%)	\$13,646.45
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$259,282.63
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$189,605.09
PAY CONTRACTOR AS ESTIMATE NO. 3	\$69,677.54

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: 2022.08.30 13:22:21-05'00' Project Manager

Name

Title

Date August 30, 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 8/30/2022

APPROVED FOR PAYMENT:

OWNER:

By _____
 Name Title Date

And _____
 Name Title Date

Pay Request No.:

WATERFORD PARK REUSE STATION

3



Real People. Real Solutions.

CITY OF WACONIA

BMI PROJECT NO. 0C1.123804

WORK COMPLETED THROUGH THURSDAY, AUGUST 25, 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	\$21,000.00	0.60	LS	\$12,600.00
2	TRAFFIC CONTROL	\$2,625.00	1.00	LS	\$2,625.00	0.60	LS	\$1,575.00
3	REMOVE BITUMINOUS TRAIL	\$9.00	104.00	SY	\$936.00	96.00	SY	\$864.00
4	REMOVE CONCRETE SIDEWALK	\$2.00	185.00	SF	\$370.00	150.00	SF	\$300.00
5	REMOVE CONCRETE CURB AND GUTTER	\$10.00	20.00	LF	\$200.00	50.00	LF	\$500.00
6	SALVAGE BENCH	\$550.00	1.00	EA	\$550.00	0.00	EA	\$0.00
7	POND PUMPING/DEWATERING	\$39,500.00	1.00	LS	\$39,500.00	1.00	LS	\$39,500.00
8	CONNECT TO EXISTING STORM MANHOLE	\$1,870.00	2.00	EA	\$3,740.00	0.00	EA	\$0.00
9	4" PVC DRAINTILE	\$30.00	7.00	LF	\$210.00	0.00	LF	\$0.00
10	4" DIP - CL 52	\$190.00	60.00	LF	\$11,400.00	0.00	LF	\$0.00
11	6" REUSE MAIN DIP - CL 52	\$209.00	20.00	LF	\$4,180.00	0.00	LF	\$0.00
12	1" TYPE K COPPER SERVICE PIPE	\$62.00	86.00	LF	\$5,332.00	140.00	LF	\$8,680.00
13	1" CORPORATION STOP	\$1,250.00	1.00	EA	\$1,250.00	1.00	EA	\$1,250.00
14	1" CURB STOP & BOX	\$590.00	1.00	EA	\$590.00	1.00	EA	\$590.00
15	WATER SERVICE LID COVER	\$263.00	1.00	EA	\$263.00	0.00	EA	\$0.00
16	4" POLYSTYRENE INSULATION (UTILITY CROSSINGS)	\$78.00	8.00	SY	\$624.00	0.00	SY	\$0.00
17	4" PVC SANITARY SEWER SERVICE - SDR 26	\$84.00	70.00	LF	\$5,880.00	135.00	LF	\$11,340.00
18	EXTERIOR SANITARY SEWER CLEANOUT & COVER	\$850.00	1.00	EA	\$850.00	0.00	EA	\$0.00
19	CONNECT TO EXISTING SANITARY SEWER	\$2,000.00	1.00	EA	\$2,000.00	0.00	EA	\$0.00
20	12" PVC SDR-26 STORM SEWER	\$230.00	142.00	LF	\$32,660.00	142.00	LF	\$32,660.00
21	12" CAST IRON GATE VALVE & BOX	\$6,500.00	1.00	EA	\$6,500.00	1.00	EA	\$6,500.00
22	6" GATE VALVE & BOX	\$2,610.00	1.00	EA	\$2,610.00	0.00	EA	\$0.00
23	4" GATE VALVE & BOX	\$2,290.00	1.00	EA	\$2,290.00	0.00	EA	\$0.00
24	INTAKE STRUCTURE	\$3,500.00	1.00	EA	\$3,500.00	1.00	EA	\$3,500.00
25	SUMP MANHOLE WITH SNUBBER	\$21,000.00	1.00	LS	\$21,000.00	1.00	LS	\$21,000.00
26	60" CONCRETE WET WELL	\$32,000.00	1.00	LS	\$32,000.00	0.90	LS	\$28,800.00
27	REUSE STATION BUILDING*	\$227,533.00	1.00	LS	\$227,533.00	0.10	LS	\$22,753.30
28	SITE GRADING	\$12,500.00	1.00	LS	\$12,500.00	0.00	LS	\$0.00
29	SELECT GRAN BORROW (CV) - FOOTING FOUNDATION CORRECT	\$30.00	105.00	CY	\$3,150.00	146.00	CY	\$4,380.00
30	SUBGRADE EXCAVATION (EV) - FOOTING FOUNDATION CORRECT	\$12.00	105.00	CY	\$1,260.00	146.00	CY	\$1,752.00
31	6" CHAIN LINK FENCE, VINYL COATED	\$71.00	80.00	LF	\$5,680.00	0.00	LF	\$0.00
32	24" WIDE CHAIN LINK DOUBLE GATE (12' SPANS)	\$8,500.00	1.00	EA	\$8,500.00	0.00	EA	\$0.00
33	INSTALL BENCH	\$2,000.00	1.00	EA	\$2,000.00	0.00	EA	\$0.00
34	3" BITUMINOUS TRAIL (W/ 6" AGG. BASE CL. 5)	\$49.00	104.00	SY	\$5,096.00	0.00	SY	\$0.00
35	4" BITUMINOUS DRIVEWAY - HEAVY DUTY (W/ 12" AGG. BASE CL. 5)	\$71.00	73.00	SY	\$5,183.00	0.00	SY	\$0.00
36	BITUMINOUS PATCH - RAVENCROFT ROAD	\$46.00	67.00	SY	\$3,082.00	0.00	SY	\$0.00
37	4" CONCRETE WALK (W/ 6" AGG. BASE CL. 5)	\$12.00	395.00	SF	\$4,740.00	0.00	SF	\$0.00
38	8" CONCRETE PAD (W/ 24" SELECT GRANULAR BORROW)	\$58.00	37.00	SF	\$2,146.00	0.00	SF	\$0.00
39	CONCRETE CURB AND GUTTER DESIGN B618	\$87.00	20.00	LF	\$1,740.00	0.00	LF	\$0.00
40	ROCK CONSTRUCTION ENTRANCE	\$1,490.00	1.00	EA	\$1,490.00	0.00	EA	\$0.00
41	STORM DRAIN INLET PROTECTION	\$180.00	2.00	EA	\$360.00	0.00	EA	\$0.00
42	SILT FENCE, TYPE MACHINE SLICED	\$4.00	260.00	LF	\$1,040.00	260.00	LF	\$1,040.00
43	STRAW MULCH BIOLOG	\$4.00	150.00	LF	\$600.00	0.00	LF	\$0.00
44	HYDROMULCH W/ STATE SEED MIX 25-151 & FERTILIZER	\$4.00	500.00	SY	\$2,000.00	0.00	SY	\$0.00
45	EROS CTL BLANKET CAT. 3N W/ STATE SEED MIX 25-151 & FERT	\$2.00	80.00	SY	\$160.00	0.00	SY	\$0.00
46	TOPSOIL BORROW (LV)	\$18.00	125.00	CY	\$2,250.00	0.00	CY	\$0.00
						0		0
TOTAL AMOUNT:				\$492,570.00		\$199,584.30		\$272,929.08



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		September 6, 2022					
Item Name:		Contractor Pay Request #4 - Waconia 2022 Infrastructure Improvements					
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>							
Motion to approve pay estimate No. 4 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 \$1,106,867.11 based on the engineering request for payment. This payment represents approximately 59% of the total approved contract for the project.							
<u>Attachments:</u>							
1. 2022-08-31 2022 Infrastructure Pay Request 4.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

August 31, 2022

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

**RE: Waconia 2022 Infrastructure Improvements
Pay Request No. 4**

Dear Mrs. Meyer:

Enclosed please find Pay Request No. 4 for work completed from 7/22/2022 through 8/26/2022 on the above referenced project. The work completed includes payment for removals, erosion control, sanitary sewer, watermain, storm sewer, temporary water system, utility services, daintile, retaining walls, sand and aggregate for street construction, curb and gutter, concrete driveways, sidewalks, paving, and other miscellaneous items.

We have reviewed the estimate, verified the quantities, and recommend the City make payment in the amount of **\$1,106,867.11** 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	\$910,455.72	58%	21%	7%	10%	4%
Oak Ave	\$126,407.45	75%	20%	0%	0%	5%
Dunsmore	\$70,003.94	69%	31%	0%	0%	0%
TOTAL	\$1,106,867.11					

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	\$2,281,900.49
TOTAL, STORED MATERIALS TO DATE	\$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS	\$2,281,900.49
RETAINED PERCENTAGE (5.0%)	\$114,095.02
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$2,167,805.47
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$1,060,938.36
PAY CONTRACTOR AS ESTIMATE NO. 4	\$1,106,867.11

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 8/31/2022**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 ENGINEERDate 8/30/2022**APPROVED FOR PAYMENT:****OWNER:**By _____
Name Title DateAnd _____
Name Title Date

Pay Request No.:

2022 INFRASTRUCTURE IMPROVEMENTS

4



Real People. Real Solutions.

CITY OF WACONIA

BMI PROJECT NO. 0C1.124351

WORK COMPLETED THROUGH FRIDAY, AUGUST 26, 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	0.50 LUMP SUM	\$43,000.00	0.75 LUMP SUM	\$64,500.00
2	TRAFFIC CONTROL	\$7,000.00	1.00 LUMP SUM	\$7,000.00	0.25 LUMP SUM	\$1,750.00	0.75 LUMP SUM	\$5,250.00
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	2.00 EACH	\$478.26	3.00 EACH	\$717.39
5	REMOVE DRAINAGE STRUCTURE	\$800.00	3.00 EACH	\$2,400.00	2.00 EACH	\$1,600.00	4.00 EACH	\$3,200.00
6	REMOVE SANITARY SEWER STRUCTURE	\$800.00	6.00 EACH	\$4,800.00	4.00 EACH	\$3,200.00	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	0.00 EACH	\$0.00	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	122.00 LIN FT	\$9,095.10	258.00 LIN FT	\$19,233.90
13	REMOVE WATER MAIN	\$5.00	1,823.00 LIN FT	\$9,115.00	1,441.00 LIN FT	\$7,205.00	1,779.00 LIN FT	\$8,895.00
14	REMOVE SEWER PIPE (STORM)	\$19.13	372.00 LIN FT	\$7,116.36	346.00 LIN FT	\$6,618.98	486.00 LIN FT	\$9,297.18
15	REMOVE SEWER PIPE (SANITARY)	\$2.00	2,338.00 LIN FT	\$4,676.00	1,709.00 LIN FT	\$3,418.00	2,373.00 LIN FT	\$4,746.00
16	REMOVE CURB AND GUTTER	\$4.00	5,274.00 LIN FT	\$21,096.00	5,118.00 LIN FT	\$20,472.00	5,207.00 LIN FT	\$20,828.00
17	REMOVE SUMP PUMP CONNECTION BOX	\$50.00	10.00 EACH	\$500.00	3.00 EACH	\$150.00	8.00 EACH	\$400.00
18	REMOVE DRAINTILE CLEANOUT	\$50.00	2.00 EACH	\$100.00	0.00 EACH	\$0.00	2.00 EACH	\$100.00
19	REMOVE SANITARY SERVICE PIPE	\$1.00	1,322.00 LIN FT	\$1,322.00	1,208.00 LIN FT	\$1,208.00	1,308.00 LIN FT	\$1,308.00
20	REMOVE WATER SERVICE PIPE	\$1.00	1,481.00 LIN FT	\$1,481.00	1,336.00 LIN FT	\$1,336.00	1,422.00 LIN FT	\$1,422.00
21	REMOVE CONCRETE STAIRS	\$20.00	70.00 SQ FT	\$1,400.00	14.00 SQ FT	\$280.00	14.00 SQ FT	\$280.00
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	4,008.00 SQ FT	\$4,008.00	5,058.00 SQ FT	\$5,058.00
25	REMOVE CONCRETE DRIVEWAY PAVEMENT	\$1.00	12,888.00 SQ FT	\$12,888.00	8,096.00 SQ FT	\$8,096.00	10,623.00 SQ FT	\$10,623.00
26	SALVAGE & REINSTALL PAVERS	\$28.23	127.00 SQ FT	\$3,585.21	16.00 SQ FT	\$451.68	60.00 SQ FT	\$1,693.80
27	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	\$1.00	1,830.00 SQ FT	\$1,830.00	1,229.00 SQ FT	\$1,229.00	1,583.00 SQ FT	\$1,583.00
28	REMOVE AGGREGATE DRIVEWAY	\$1.00	465.00 SQ FT	\$465.00	0.00 SQ FT	\$0.00	465.00 SQ FT	\$465.00
29	GEOTEXTILE FABRIC TYPE V	\$1.80	15,185.00 SQ YD	\$27,333.00	5,233.00 SQ YD	\$9,419.40	14,785.00 SQ YD	\$26,613.00
30	SELECT GRANULAR BORROW	\$13.00	9,731.00 TON	\$126,503.00	2,980.00 TON	\$38,740.00	9,731.00 TON	\$126,503.00
31	EXCAVATION - COMMON (EV) (P)	\$18.35	10,671.00 CU YD	\$195,812.85	4,320.00 CU YD	\$79,272.00	10,000.00 CU YD	\$183,500.00
32	EXCAVATION - SUBGRADE (EV)	\$24.00	1,279.00 CU YD	\$30,696.00	0.00 CU YD	\$0.00	0.00 CU YD	\$0.00
33	STABILIZING AGGREGATE - 3 INCH MINUS CRUSHED	\$22.00	2,303.00 TON	\$50,666.00	0.00 TON	\$0.00	136.20 TON	\$2,996.40
34	EXPLORATORY EXCAVATION	\$500.00	20.00 HOUR	\$10,000.00	0.00 HOUR	\$0.00	4.00 HOUR	\$2,000.00
35	AGGREGATE BASE CLASS 5	\$39.05	5,274.00 CU YD	\$205,949.70	1,530.00 CU YD	\$59,746.50	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	0.00 TON	\$0.00
37	TYPE SP 9.5 WEARING COURSE MIX (3,C)	\$80.70	2,553.00 TON	\$206,027.10	0.00 TON	\$0.00	503.46 TON	\$40,629.22
38	TYPE SP 12.5 NON WEAR COURSE MIX (3,B)	\$76.60	2,277.00 TON	\$174,418.20	0.00 TON	\$0.00	900.00 TON	\$68,940.00
38A	PERVIOUS CONCRETE PAVERS	\$302.73	189.00 SQ YD	\$57,215.97	0.00 SQ YD	\$0.00	0.00 SQ YD	\$0.00
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	1,892.00 LIN FT	\$23,555.40	4,939.00 LIN FT	\$61,490.55
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	10.00 EACH	\$1,850.00	26.00 EACH	\$4,810.00
44	SUMP PUMP SERVICE CONNECTION	\$385.00	37.00 EACH	\$14,245.00	21.00 EACH	\$8,085.00	35.00 EACH	\$13,475.00
45	4" PVC PIPE DRAIN CLEANOUT	\$290.00	14.00 EACH	\$4,060.00	4.00 EACH	\$1,160.00	4.00 EACH	\$1,160.00
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	947.00 LIN FT	\$78,345.31	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	68.00 LIN FT	\$7,059.76	140.00 LIN FT	\$14,534.80

Pay Request No.:

4

2022 INFRASTRUCTURE IMPROVEMENTS



Real People. Real Solutions.

CITY OF WACONIA

BMI PROJECT NO. 0C1.124351

WORK COMPLETED THROUGH FRIDAY, AUGUST 26, 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	9.64 LIN FT	\$4,141.83	13.25 LIN FT	\$5,692.86
51	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4022	\$729.98	79.40 LIN FT	\$57,960.41	34.10 LIN FT	\$24,892.32	72.90 LIN FT	\$53,215.54
52	CONNECT TO EXISTING STORM SEWER	\$1,434.16	3.00 EACH	\$4,302.48	2.00 EACH	\$2,868.32	4.00 EACH	\$5,736.64
53	CONNECT TO EXISTING STORM STRUCTURE	\$1,913.04	5.00 EACH	\$9,565.20	2.00 EACH	\$3,826.08	6.00 EACH	\$11,478.24
54	BULKHEAD EXISTING STORM INVERT	\$286.98	1.00 EACH	\$286.98	0.00 EACH	\$0.00	1.00 EACH	\$286.98
55	CASTING ASSEMBLY (STORM)	\$875.00	21.00 EACH	\$18,375.00	11.00 EACH	\$9,625.00	21.00 EACH	\$18,375.00
56	TEMPORARY SANITARY SEWER BYPASS PUMPING	\$0.01	1.00 LUMP SUM	\$0.01	0.50 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	1,709.00 LIN FT	\$101,258.25	2,373.00 LIN FT	\$140,600.25
58	CONNECT TO EXISTING SANITARY SEWER	\$1,398.46	5.00 EACH	\$6,992.30	2.00 EACH	\$2,796.92	5.00 EACH	\$6,992.30
59	CONNECT TO EXISTING SANITARY SEWER SERVICE	\$206.55	37.00 EACH	\$7,642.35	34.00 EACH	\$7,022.70	38.00 EACH	\$7,848.90
60	8"X6" PVC WYE	\$499.40	37.00 EACH	\$18,477.80	32.00 EACH	\$15,980.80	38.00 EACH	\$18,977.20
61	6" PVC SANITARY SERVICE PIPE	\$39.77	1,322.00 LIN FT	\$52,575.94	1,204.00 LIN FT	\$47,883.08	1,304.00 LIN FT	\$51,860.08
62	CONSTRUCT SANITARY SEWER MANHOLE (48")	\$409.55	74.30 LIN FT	\$30,429.57	51.20 LIN FT	\$20,968.96	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	0.00 EACH	\$0.00	0.00 EACH	\$0.00
65	CASTING ASSEMBLY (SANITARY)	\$945.00	6.00 EACH	\$5,670.00	0.00 EACH	\$0.00	0.00 EACH	\$0.00
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	0.00 EACH	\$0.00	0.00 EACH	\$0.00
68	TEMPORARY WATER SERVICE	\$36,666.67	1.00 LUMP SUM	\$36,666.67	0.66 LUMP SUM	\$24,200.00	1.00 LUMP SUM	\$36,666.67
69	CONNECT TO EXISTING WATER MAIN	\$2,237.01	9.00 EACH	\$20,133.09	5.00 EACH	\$11,185.05	9.00 EACH	\$20,133.09
70	CONNECT TO EXISTING WATER SERVICE	\$298.80	37.00 EACH	\$11,055.60	33.00 EACH	\$9,860.40	37.00 EACH	\$11,055.60
71	HYDRANT	\$5,802.51	6.00 EACH	\$34,815.06	4.00 EACH	\$23,210.04	6.00 EACH	\$34,815.06
72	1.0" CORPORATION STOP	\$382.37	37.00 EACH	\$14,147.69	32.00 EACH	\$12,235.84	36.00 EACH	\$13,765.32
73	6" GATE VALVE & BOX	\$2,364.85	6.00 EACH	\$14,189.10	4.00 EACH	\$9,459.40	6.00 EACH	\$14,189.10
74	8" GATE VALVE & BOX	\$3,130.21	12.00 EACH	\$37,562.52	9.00 EACH	\$28,171.89	12.00 EACH	\$37,562.52
75	1.0" CURB STOP & BOX	\$570.47	37.00 EACH	\$21,107.39	32.00 EACH	\$18,255.04	36.00 EACH	\$20,536.92
76	CASTING ASSEMBLY - CURB STOP	\$435.49	8.00 EACH	\$3,483.92	0.00 EACH	\$0.00	0.00 EACH	\$0.00
77	1.0" TYPE K COPPER PIPE	\$39.24	1,178.00 LIN FT	\$46,224.72	1,083.00 LIN FT	\$42,496.92	1,169.00 LIN FT	\$45,871.56
78	6" WATERMAIN DUCTILE IRON CL 52	\$80.43	129.00 LIN FT	\$10,375.47	92.00 LIN FT	\$7,399.56	125.00 LIN FT	\$10,053.75
79	8" PVC WATERMAIN	\$61.75	2,533.00 LIN FT	\$156,412.75	2,151.00 LIN FT	\$132,824.25	2,477.00 LIN FT	\$152,954.75
80	4" POLYSTYRENE INSULATION	\$41.44	20.00 SQ YD	\$828.80	8.01 SQ YD	\$331.93	24.90 SQ YD	\$1,031.86
81	DUCTILE IRON FITTINGS	\$14.70	2,142.00 POUND	\$31,487.40	749.00 POUND	\$11,010.30	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	7.00 EACH	\$654.15	10.00 EACH	\$934.50
85	9LB ANODE	\$205.94	7.00 EACH	\$1,441.58	5.00 EACH	\$1,029.70	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	18.00 SQ FT	\$108.00	4,585.00 SQ FT	\$27,510.00
90	6" CONCRETE WALK(W/6" AGG. BASE CL 5)	\$13.50	752.00 SQ FT	\$10,152.00	0.00 SQ FT	\$0.00	0.00 SQ FT	\$0.00
91	CONCRETE CURB & GUTTER DESIGN B618	\$15.25	5,455.00 LIN FT	\$83,188.75	1,930.00 LIN FT	\$29,432.50	5,207.00 LIN FT	\$79,406.75
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	4,153.25 SQ FT	\$27,203.79	4,308.25 SQ FT	\$28,219.04
94	CONCRETE STAIRS	\$100.00	70.00 SQ FT	\$7,000.00	0.00 SQ FT	\$0.00	0.00 SQ FT	\$0.00
95	3" BIT DRIVEWAY PAVEMENT(W/6" AGG. BASE CL 5)	\$3.95	2,100.00 SQ FT	\$8,295.00	0.00 SQ FT	\$0.00	372.00 SQ FT	\$1,469.40
96	TRUNCATED DOMES	\$55.00	182.00 SQ FT	\$10,010.00	0.00 SQ FT	\$0.00	0.00 SQ FT	\$0.00
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	0.50 LUMP SUM	\$800.00	1.00 LUMP SUM	\$1,600.00
99	EROSION CONTROL SUPERVISOR	\$2,500.00	1.00 LUMP SUM	\$2,500.00	0.50 LUMP SUM	\$1,250.00	0.75 LUMP SUM	\$1,875.00
100	STORM DRAIN INLET PROTECTION	\$100.00	29.00 EACH	\$2,900.00	20.00 EACH	\$2,000.00	25.00 EACH	\$2,500.00

Pay Request No.:

2022 INFRASTRUCTURE IMPROVEMENTS

4



Real People. Real Solutions.

CITY OF WACONIA

BMI PROJECT NO. 0C1.124351

WORK COMPLETED THROUGH FRIDAY, AUGUST 26, 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
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	498.00 LIN FT	\$1,145.40	1,058.00 LIN FT	\$2,433.40
103	COMMON TOPSOIL BORROW	\$31.00	1,433.00 CU YD	\$44,423.00	0.00 CU YD	\$0.00	201.00 CU YD	\$6,231.00
104	SODDING TYPE LAWN	\$9.00	6,205.00 SQ YD	\$55,845.00	0.00 SQ YD	\$0.00	0.00 SQ YD	\$0.00
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	0.00 EACH	\$0.00	0.00 EACH	\$0.00
108	REMOVE CURB AND GUTTER	\$12.00	903.00 LIN FT	\$10,836.00	0.00 LIN FT	\$0.00	60.00 LIN FT	\$720.00
109	REMOVE BIT PVMT (ADJACENT TO CURB REPLACEMENTS)	\$4.50	220.00 SQ YD	\$990.00	0.00 SQ YD	\$0.00	70.00 SQ YD	\$315.00
110	REMOVE RETAINING WALL	\$10.00	384.00 LIN FT	\$3,840.00	0.00 LIN FT	\$0.00	384.00 LIN FT	\$3,840.00
111	REMOVE DRAINTILE CLEANOUT	\$100.00	2.00 EACH	\$200.00	0.00 EACH	\$0.00	2.00 EACH	\$200.00
112	REMOVE FENCE	\$15.00	182.00 LIN FT	\$2,730.00	0.00 LIN FT	\$0.00	182.00 LIN FT	\$2,730.00
113	REMOVE DRAINAGE STRUCTURE	\$956.52	2.00 EACH	\$1,913.04	0.00 EACH	\$0.00	2.00 EACH	\$1,913.04
114	REMOVE BITUMINOUS TRAIL	\$0.66	12,830.00 SQ FT	\$8,467.80	0.00 SQ FT	\$0.00	4,200.00 SQ FT	\$2,772.00
115	REMOVE CONCRETE WALK	\$4.00	137.00 SQ FT	\$548.00	0.00 SQ FT	\$0.00	60.00 SQ FT	\$240.00
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	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
120	ADJUST FRAME & RING CASTING	\$500.00	7.00 EACH	\$3,500.00	0.00 EACH	\$0.00	0.00 EACH	\$0.00
121	ADJUST GATE VALVE BOX	\$395.00	9.00 EACH	\$3,555.00	0.00 EACH	\$0.00	0.00 EACH	\$0.00
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	0.00 EACH	\$0.00	4.00 EACH	\$4,971.76
127	CONSTRUCT DRAINAGE STRUCTURE 48-4022	\$490.51	19.10 LIN FT	\$9,368.74	0.00 LIN FT	\$0.00	16.10 LIN FT	\$7,897.21
128	SAFL BAFFLE	\$6,631.75	2.00 EACH	\$13,263.50	0.00 EACH	\$0.00	2.00 EACH	\$13,263.50
129	SALVAGE & INSTALL CASTING (STORM)	\$500.00	1.00 EACH	\$500.00	0.00 EACH	\$0.00	0.00 EACH	\$0.00
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	0.00 SQ FT	\$0.00	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	0.00 SQ YD	\$0.00
134	TYPE SP 9.5 WEARING COURSE MIX (3,C)	\$81.75	1,659.00 TON	\$135,623.25	0.00 TON	\$0.00	0.00 TON	\$0.00
135	BITUMINOUS TACK COAT	\$3.30	4,146.00 GAL	\$13,681.80	0.00 GAL	\$0.00	0.00 GAL	\$0.00
136	BIT PATCH (ADJACENT TO CURB RECONSTRUCTION)	\$44.00	220.00 SQ YD	\$9,680.00	0.00 SQ YD	\$0.00	0.00 SQ YD	\$0.00
137	3" BITUMINOUS TRAIL (W/6" AGG BASE CL 5)	\$2.87	23,744.00 SQ FT	\$68,145.28	0.00 SQ FT	\$0.00	1,500.00 SQ FT	\$4,305.00
138	CONCRETE CURB & GUTTER DESIGN B618	\$33.00	903.00 LIN FT	\$29,799.00	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
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	0.00 SQ FT	\$0.00
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	0.00 SQ FT	\$0.00
142	TRUNCATED DOMES	\$55.00	298.00 SQ FT	\$16,390.00	0.00 SQ FT	\$0.00	0.00 SQ FT	\$0.00
143	FLOATING SILT CURTAIN	\$30.00	58.00 LIN FT	\$1,740.00	0.00 LIN FT	\$0.00	42.00 LIN FT	\$1,260.00
144	STORM DRAIN INLET PROTECTION	\$100.00	28.00 EACH	\$2,800.00	0.00 EACH	\$0.00	5.00 EACH	\$500.00
145	SILT FENCE, TYPE MS	\$1.70	1,114.00 LIN FT	\$1,893.80	0.00 LIN FT	\$0.00	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	0.00 SQ YD	\$0.00
147	COMMON TOPSOIL BORROW	\$37.00	470.00 CU YD	\$17,390.00	0.00 CU YD	\$0.00	60.00 CU YD	\$2,220.00
148	4" SOLID LINE LATEX	\$0.35	2,912.00 LIN FT	\$1,019.20	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
149	24" SOLID LINE LATEX	\$4.00	330.00 LIN FT	\$1,320.00	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
150	4" DOUBLE SOLID LINE LATEX	\$0.70	3,181.00 LIN FT	\$2,226.70	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
151	PAVEMENT MESSAGE LATEX	\$55.00	22.00 EACH	\$1,210.00	0.00 EACH	\$0.00	0.00 EACH	\$0.00



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		September 6, 2022					
Item Name:		Declaring Surplus Property and Authorizing Sale					
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 2022-232							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
At the City owned property located at 10451 10th St W a large metal skinned storage building exists. This property will be the location of the new fire station and need to be removed. The bid package noted that this building was to be removed by owner. Staff have been approached by interested parties about acquiring and removing this structure from the site. Staff recommend that this structure be declared surplus property and posted for sealed bid for the disassembly and removal of the structure to the highest bidder. <u>Attachments:</u> 1. 22232res_Surplus_Equipment_Shed_RES.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. 2022-232**

**RESOLUTION APPROVING SURPLUS EQUIPMENT AND SALE OF LARGE
STRUCTURE**

WHEREAS, the City owns property located 10451 10th St E which houses a large storage building on site; and

WHEREAS, the storage building is viable for disassembly and removal; and

WHEREAS, the storage building has saleable value to be re-purposed off site; and

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Waconia hereby declares the structure as surplus and authorizes its sale to the highest bidder with revenue directed to the PIR fund.

Adopted by the City Council of the City of Waconia this 6th day of September 2022.

Kent Bloudek, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		September 6, 2022					
Item Name:		License Agreement with Waconia Baseball Association					
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 2022-233							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The Waconia Baseball Association has partnered with Sporfy, which is an online streaming platform to provide streaming video services of Waconia Baseball Association games occurring at Lions Field. The license agreement gives the WBA permission to locate camera(s) and equipment at the facility to perform this function and memorializes the ownership and responsibility of doing so. At this time the WBA will be able to use the existing internet connectivity at the facility until such time that a private internet connection can be installed by the WBA. <u>Attachments:</u> 1. 22233res_License_Agreement_Streaming_Services.doc 2. License Agreement for Live Streaming - Baseball).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. 2022-233**

**RESOLUTION APPROVING LICENSE AGREEMENT FOR WACONIA BASEBALL
ASSOCIATION**

WHEREAS, the City owns an outdoor baseball facility at Brook Peterson park known as Lions Field; and

WHEREAS, the City and Waconia Baseball Association have entered into a Baseball Park use Agreement for baseball activities at the field; and

WHEREAS, the Waconia Baseball Association desires to offer streaming video viewing of permitted baseball activities at the field.; and

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby approves the license agreement between the City and the Waconia Baseball Association and authorize the City Administrator to execute the agreement.

Adopted by the City Council of the City of Waconia this 6th day of September 2022.

Kent Bloudek, Mayor

Attest: _____
Jacqueline Schulze, Assistant City Administrator

LICENSE AGREEMENT
FOR
LIVE STREAMING AND RECORDING

This License Agreement for Live Streaming and Recording (“Agreement”) is dated effective August ____, 2022 (the “Effective Date”) and is between the City of Waconia, a Minnesota municipal corporation, 201 South Vine Street, Waconia, Minnesota 55387 (the “City”) and the Waconia Baseball Association, Inc., a Minnesota nonprofit corporation, 555 Ravencroft Road, Waconia, Minnesota 55387 (the “WBA”).

RECITALS

A. The City owns and possesses a baseball park know as Lion’s Field, which is located at 927 Wildcat Way, Waconia, MN 55387 (the “Baseball Park”).

B. The WBA and Independent School District 110 (“ISD 110”) use the Baseball Park for baseball related activities, including practices and games, pursuant to a Baseball Park Use Agreement between the City, the WBA, and ISD 110 dated October 20, 2016.

C. The WBA now desires to live stream and/or record WBA sanctioned games played at the Baseball Park.

D. The City is willing to grant the WBA a license to live stream and record games at the Baseball Park pursuant to the terms of this Agreement and the WBA is willing to enter into such a license.

NOW, THEREFORE, in consideration of the mutual obligations contained in this Agreement, the City and the WBA agree as follows:

TERMS

1. Recitals Incorporated. The Recitals set forth above are incorporated by reference as terms of this Agreement.

2. Grant of License.

2.1. License. The City hereby grants the WBA a nonexclusive license (the “License”) to live stream and record baseball games organized or sponsored by the WBA at the Baseball Park.

2.2. Restrictions. The WBA may only use its broadcast and recording equipment in the areas of the Baseball Park where games are played. The WBA shall take care not to unnecessarily record spectators or other members of the public who are not players, coaches, or assistants. In all cases, cameras and equipment are prohibited in bathrooms, locker rooms, and other areas of the Baseball Park where any person may have a reasonable expectation of privacy.

Except as provided in Section 11 below, the WBA shall not live stream or record practices, games or other activities organized or sponsored by ISD 110 at the Baseball Park.

2.3. Other Terms. The License and the WBA's rights under this Agreement are personal to the WBA, and the WBA is not being granted, nor shall it claim, any right, title, or interest in the Baseball Park property by virtue of this Agreement. Further, the WBA's rights under this Agreement are limited to those expressly described and shall not be expanded by implication.

2.4. Vendors. This Agreement shall not be interpreted to create any rights in third parties as beneficiaries or otherwise, except the WBA may contract with one or more vendors to provide the live streaming and recording allowed by the License. To the extent the WBA uses a vendor to provide live streaming or recording services, the WBA shall cause each such vendor to comply with the requirements of this Agreement including, but not limited to, listing the City as an additional insured on all insurance coverage. The WBA shall remain responsible and liable for the actions of its vendors.

3. Term. The License shall commence on September 6, 2022 and continue for a period of five (5) years, at which time it shall expire (the "License Term"). The City and the WBA shall each have the right, without cause, to terminate the License and this Agreement by giving the other party not less than ninety (90) days written notice of termination, in which event termination shall occur on the date stated in the notice. Any vendor contracts for live streaming or recording services shall allow the WBA to terminate such contracts if this Agreement terminates.

4. License Fee. As consideration for the License granted, the WBA shall pay the City a fee of \$ 1.00, which constitutes compensation for the entire License Term. If the City terminates the License, without cause, prior to the expiration of the License Term, the City shall refund a prorated portion of the fee to the WBA (based on the portion of the License Term remaining). In all other cases, the fee is nonrefundable.

5. Camera and Recording Equipment, Storage. The WBA agrees to provide, either directly or through a vendor, all equipment needed for live streaming or recording baseball games. The WBA shall not store cameras, recording equipment, or associated equipment at the Baseball Park unless the WBA has the City's prior consent to do so, confirmed in writing. Further, no camera or other live stream/recording equipment shall be mounted on any structure at the Baseball Park unless the WBA has the City's prior consent, confirmed in writing. Any WBA/vendor equipment used or stored at the Baseball Park shall be used and stored at the sole risk of the WBA and its vendors. Under no circumstance shall the City or its elected officials, officers, employees, volunteers, agents, or contractors be liable for any loss or damage to such equipment. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

6. Internet Access. The WBA may use the City's internet connection at the Baseball Park to facilitate the live stream allowed by the License. The City's IT Director shall supervise the establishment and maintenance of the connection. The WBA shall reimburse the City for all staff time and equipment provided by the City regarding such connection, and the WBA shall pay each

such invoice within 30 days of the invoice date. Otherwise, no additional fee is due for use of the City's internet connection. The City does not warrant continuous service and the City shall have no liability for service outages, regardless of cause or length.

7. No Warranties or Representations. The WBA acknowledges the City has made no warranties or representations as to the suitability of the Baseball Park for the uses allowed by the License. All warranties are disclaimed, including warranties of merchantability and fitness for a particular purpose.

8. Compliance and Permissions. The WBA shall comply with all federal, state, and local laws, regulations, and ordinances applicable to live streaming and recording. Without limiting the general nature of the preceding sentence, the WBA shall not infringe on the privacy rights of any person. Further, it shall obtain all permissions necessary to live stream and/or record any given activity.

9. Indemnification. The WBA shall indemnify, defend, and hold the City and its elected officials, officers, employees, volunteers, agents, and contractors harmless from all claims, losses, and expenses (including reasonable attorney's fees) relating to any alleged invasion of privacy, injury, death, property loss, or other liability arising from the WBA's live streaming, recording, or related activities (including any such activities carried out by the WBA's vendors). The provisions of this section shall survive the expiration or earlier termination of this Agreement.

10. Insurance. During the License Term, the WBA agrees to carry in full force and effect commercial general liability insurance that covers the activities contemplated by this Agreement. The form of the policy and amounts of coverage shall be subject to the City's prior review and approval, which approval shall not be unreasonably withheld. The WBA's insurance policy shall name the City as an additional insured.

11. Assignment. The WBA shall not transfer its rights or obligations under this License Agreement without the written consent of the City, provided the City shall not unreasonably withhold consent to extending the License to ISD 110 games at the Baseball Park.

12. Notices. All notices required or permitted by this License Agreement shall be in writing and delivered to the party at its address set forth in the first paragraph of this License Agreement. All notices shall be delivered via: (i) personal delivery; (ii) United States Mail, postage prepaid; or (iii) a nationally recognized overnight delivery service, charges prepaid. Notices personally delivered shall be deemed given on the date delivered; notices sent via United States Mail shall be deemed given three (3) days after the day deposited in the United State Mail; and notices sent via overnight delivery service shall be deemed given one (1) day after the day deposited with the delivery service. Any party may change its address for notices by giving the other party notice of its new address; provided, however, that any change of address shall be deemed effective ten (10) days after notice of the new address is deemed given.

13. Default. If the WBA fails to pay any amount due pursuant to this Agreement within five (5) days after the date the same is due or if the WBA fails to keep or perform any of the other

terms, conditions or covenants of this Agreement, and such failure continues for more than thirty (30) days after the City serves the WBA with notice of such failure, then the WBA shall be deemed in default under this Agreement. If the WBA is deemed in default under this agreement, then the City may, in addition to any other rights or remedies it may have at law or in equity, terminate this Agreement upon written notice to the WBA given not less than five (5) days prior to the effective date of such termination, as stated in such notice.

14. Other. This License Agreement may be modified only by a writing executed and delivered by both parties. Nothing contained in this License Agreement shall be deemed or construed to create a partnership or joint venture between the City and the WBA. This License Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This License Agreement shall be construed according to the laws of the State of Minnesota.

15. Counterparts and Facsimile Signatures. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and together which shall constitute one and the same document. Signatures transmitted by fax, email, or other electronic means (e.g., a pdf document) shall be deemed binding, delivered, and enforceable.

IN WITNESS WHEREOF, the parties have executed this License Agreement effective the date first written above.

[Signature pages follow.]

SIGNATURE PAGE TO LICENSE AGREEMENT FOR LIVE STREAMING BASEBALL GAMES

CITY OF WACONIA, a Minnesota municipal
corporation

Date of signature: _____

BY: _____

Print Name: _____

Title: _____

SIGNATURE PAGE TO LICENSE AGREEMENT FOR LIVE STREAMING BASEBALL GAMES

WACONIA BASEBALL ASSOCIATION, INC., a
Minnesota nonprofit corporation

Date of signature: _____

BY: _____

Print Name: _____

Title: _____

[https://mhslaw.sharepoint.com/sites/dms2/20027/draftdocs/license agreement for live streaming/license agreement for live streaming - baseball \(draft 07-26-2022\).docx](https://mhslaw.sharepoint.com/sites/dms2/20027/draftdocs/license%20agreement%20for%20live%20streaming/license%20agreement%20for%20live%20streaming%20-%20baseball%20(draft%2007-26-2022).docx)



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		September 6, 2022					
Item Name:		Authorize Preparation of Plans and Specifications for Pond Cleaning					
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 2022-234; Approval of Preparing Plans & Specifications for Sudheimer Industrial Park Pond Cleaning & BMP Improvements, CIP Project 504							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
In Calendar year 2013 Public Services staff worked with Braun Intertec on pond sampling of five storm water ponds a requirement of Minnesota Pollution Control Agency for contaminants. From those testing results Sudheimer Industrial Park was found to be negative of excessive contaminants whereby the materials programmed for removal are suitable for unrestricted use of Level I sediment. At this time staff are requesting the ability to prepare plans and specifications for work surrounding removal of the pond sediment, wetland improvements and BMP improvements where applicable. Staff programmed \$340,000.00 for CIP Project 504 and effort of improving the Sudheimer Industrial Pond for improved volume control and necessary structure improvements. BMP discussions have evolved around a wetland scape to re-integrate native seeds within the existing wetland areas. Native seeds typically are found in the upper portions of the wetland sand may become re-invigorated when opened to air. Staff recommends approval of this request. Advertisement request and aware of this project will be brought before the City Council at a future City Council Meeting.							
<u>Attachments:</u>							
1. 22234res_Sudheimer_Industrial_Park_Pond_CIP_504.doc 2. Sudheimer Ind. Park Pond Image.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Storm Water Cash							
Budget Information:				Planning Commission			
☒ X Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2022-234**

**RESOLUTION AUTHORIZING APPROVAL OF PREPARING PLANS & SPECIFICATIONS
FOR SUDHEIMER INDUSTRIAL PARK POND CLEANING & BMP IMPROVEMENTS, CIP
PROJECT 504**

WHEREAS, one of the City’s Priorities “Environment – protecting the quality of our land, air, trees, natural space, water and lakes”; and

WHEREAS, managing storm water ponds as infrastructure for capture of sediments, nutrients and flood control are a priority; and

WHEREAS, sediment testing was completed in 2013 in conjunction with four other storm ponds; and

WHEREAS, the Public Services Director is authorized to work with the City Engineer on preparing plans and specifications for CIP Project 504.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of preparing plans & specifications for Sudheimer Industrial Park Pond Cleaning & BMP Improvements, CIP Project 504.

Adopted by the City Council of the City of Waconia this 6th day of September, 2022.

Kent Bloudek, Mayor

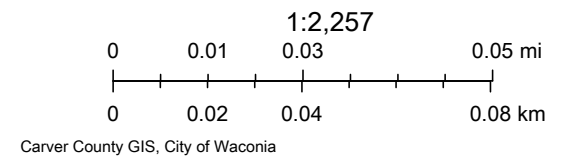
Attest: _____
Jackie Schulze, City Clerk

ArcGIS Web Map



8/29/2022, 6:42:59 AM

- | | | | |
|-----------------|----------------------|------------------------|-----------------------|
| Waconia Parcels | Storm Draintile | Pond Skimmer Structure | Storm Inlet |
| Storm Sump | Storm Main | Storm Clean Out | Storm Discharge Point |
| Storm Culvert | Storm Flow Direction | Storm Manhole | |





REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		September 6, 2022					
Item Name:		Approval of 2023 Pond Survey and Testing					
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 2022-235; Approving Pond Survey & Testing of Storm Water Basins for Capital Maintenance & Improvement Planning Purposes							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Annually staff work within the Storm Water Operations Contracted Services line to complete storm water basin reviews and testing for Capital Planning purposes. The last effort took place in 2013 with five storm water basins being reviewed. The final basin from that era of review is programmed for 2023 within the Sudheimer Industrial Park. Review of the storm water basins includes a float survey to determine sediment levels, review of pre-treatment options, testing of sediment and estimated final costs for capital planning. Staff have chosen four storm water basins for review: • Landing; wetland and storm basin brought forth as a concern by residents • Ford - Business Area; dual basin serving the Pine Business Park and heavily impacted by gravel surface run-off. • Provence Creek; serves the entire development with difficult access • Sterling Hill, Basin I; numerous failures and inundated with lake water during heavy rain-falls from Hilks Lake. The focus will be to conduct surveys in the fall of 2022, sediment testing in the winter and programming of improvements planned in spring of 2023 for Capital Improvement Planning over multiple years, or as part of area improvement projects. Staff recommend approval of this request allowing staff to coordinate with city and outside engineering for the respective services to fully determine the capital planning improvement process for the four storm water basins. <u>Attachments:</u> 1. 22235res 2023_Pond_Survey___Testing_Resolution.doc 2. Sterling Hills Pond Image.pdf 3. Landing Wetland_Pond Image.pdf 4. Ford_Business Ponds Image.pdf 5. Provence Creek Pond Image.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Storm Water; Contract Services Operations							
Budget Information:				Planning Commission			
<u> X </u> Budgeted				Parks and Recreation Board			

_____ Non Budgeted _____ Amendment Required	Safari Island Advisory Board	
	Other	

**CITY OF WACONIA
RESOLUTION NO. 2022-235**

**RESOLUTION AUTHORIZING APPROVAL OF POND SURVEY & TESTING OF STORM
WATER BASINS FOR CAPITAL MAINTENANCE & IMPROVEMENT PLANNING
PURPOSES**

WHEREAS, one of the City’s Priorities “Infrastructure – managing, maintaining, and improving our current and future physical assets”; and

WHEREAS, preparing and planning for storm water pond basin improvements is of importance due to costs; and

WHEREAS, determining all factors of consumed volume space, contaminants and necessary adjacent improvements to extend life-cycles are important; and

WHEREAS, the predetermined ponds are those of major concern for effectiveness of managing storm water run-off.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of pond survey & testing of storm water basins for Capital Maintenance & Improvement Planning purposes.

Adopted by the City Council of the City of Waconia this 6th day of September, 2022.

Kent Bloudek, Mayor

Attest: _____
Jackie Schulze, City Clerk

ArcGIS Web Map



8/29/2022, 6:30:28 AM

Waconia Parcels

Storm Sump

Storm Culvert

Storm Draintile

Storm Main

Storm Flow Direction



Pond Skimmer Structure



Storm Clean Out



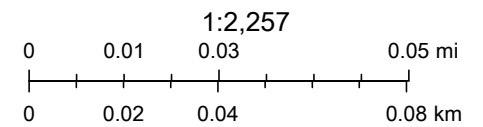
Storm Manhole



Storm Inlet

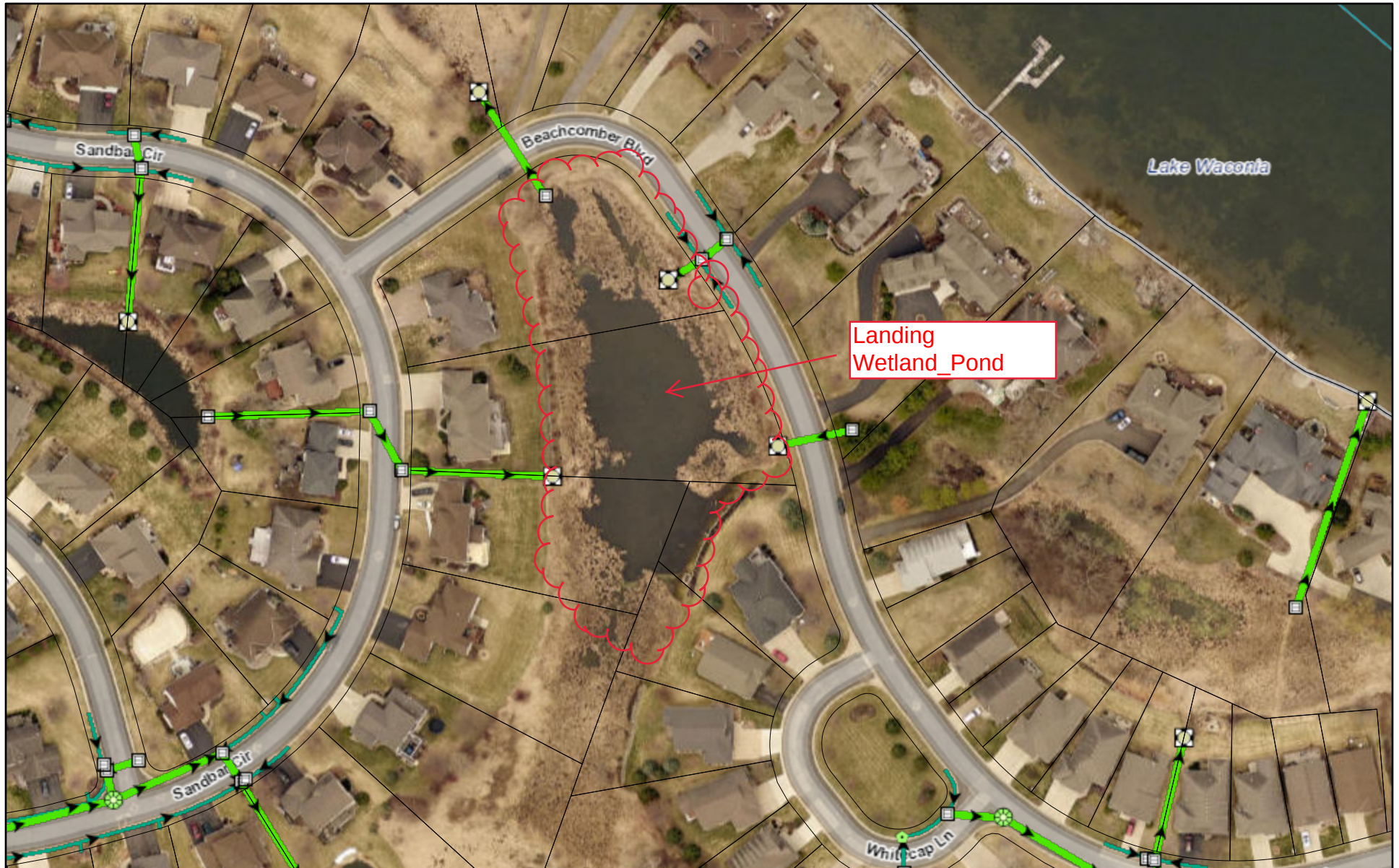


Storm Discharge Point



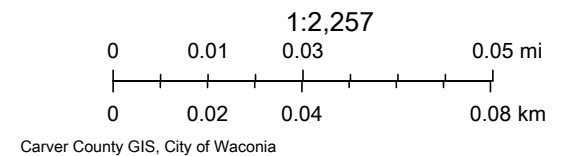
Carver County GIS, City of Waconia

ArcGIS Web Map

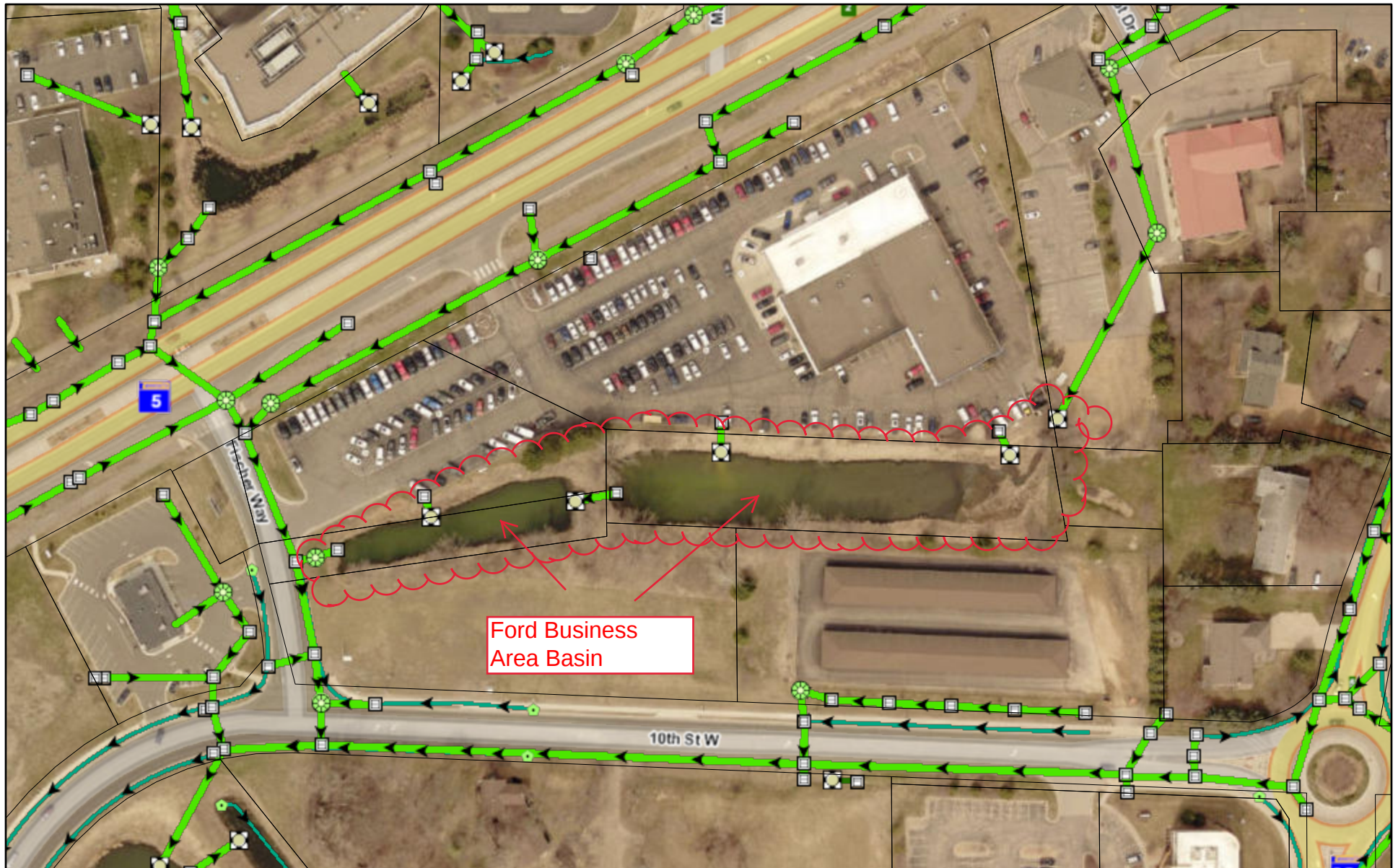


8/29/2022, 6:26:43 AM

- | | | | |
|-----------------|----------------------|------------------------|-----------------------|
| Waconia Parcels | Storm Drain Tile | Pond Skimmer Structure | Storm Inlet |
| Storm Sump | Storm Main | Storm Clean Out | Storm Discharge Point |
| Storm Culvert | Storm Flow Direction | Storm Manhole | |

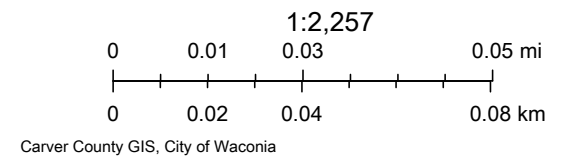


ArcGIS Web Map



8/29/2022, 6:34:44 AM

- | | | | |
|-----------------|----------------------|------------------------|-----------------------|
| Waconia Parcels | Storm Drain Tile | Pond Skimmer Structure | Storm Inlet |
| Storm Sump | Storm Main | Storm Clean Out | Storm Discharge Point |
| Storm Culvert | Storm Flow Direction | Storm Manhole | |

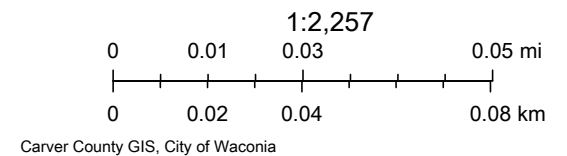


ArcGIS Web Map



8/29/2022, 6:33:06 AM

- | | | | |
|-----------------|----------------------|------------------------|-----------------------|
| Waconia Parcels | Storm Drain Tile | Pond Skimmer Structure | Storm Inlet |
| Storm Sump | Storm Main | Storm Clean Out | Storm Discharge Point |
| Storm Culvert | Storm Flow Direction | Storm Manhole | |





REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		September 6, 2022					
Item Name:		Approval of Storm Culvert & Drainage Review					
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 2022-236; Approving Storm Culvert & Drainage Review of Waconia Parkway North Corridor							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
As we look at programmed improvements of the Waconia Parkway North and Highway 10 intersection staff are focused on cost benefit improvements to save on local costs. Typically, our pavement resurfacing projects are completed on local streets and not applicable to outside funding sources. Waconia Parkway North is a State Aid Road which will allow the city to utilize State Aid dollars to fund the pavement resurfacing. In advance of this and in order to prepare state aid plan sets staff are desiring to complete pavement surface and storm water review including ditches and culverts. Staff recently completed some repairs to both storm culvert crossings, and it was determined that further review be completed not only of the pipe life, but the drainage service areas to eliminate standing water issues within the north ditch line. While these drainage items are not applicable to state aid funding staff desire to be out in front of the programmed surfacing improvement determining the culverts improvement requirements, and allow for settling prior to the resurfacing if replaced in full. Attached Council will find two images; one displaying the pavement surface area and the second providing the two culvert crossing locations and a highlighted area we would review for potential drainage improvements. We feel we can manage the culvert crossings within the Storm Water Operations, Contract Services line. However the drainage improvements within the ditch area may necessitate Capital Funding. All of these items will be predetermined on the basis of the review. Staff recommend approval of this request allowing for the review to be complete soon to determine budgetary impacts and programming items in relationship to the intersection improvement planning scope.							
Attachments:							
1. 22236res Waconia_Parkway_North_Resurfacing__Storm_Water_Drainage_Res.doc 2. Corridor Image Pavement Resurfacing.pdf 3. Storm Culvert and Drainage Review Waconia Parkway North.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Storm Water Engineering, Contract Services							
Budget Information:				Planning Commission			
☒ X Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2022-236**

**RESOLUTION AUTHORIZING APPROVAL OF TOPOGRAPHY & STORM WATER
REVIEW; CULVERT REPLACEMENTS AND DITCH DRAINAGE FOR WACONIA
PARKWAY NORTH**

WHEREAS, one of the City’s Priorities “Infrastructure – managing, maintaining, and improving our current and future physical assets”; and

WHEREAS, emphasis of this preparation work will assist in determining necessary advanced corridor improvements for programmed resurfacing project slated for 2024; and

WHEREAS, multiple infrastructure elements related to storm water triggered maintenance for operation and have been in place since the corridor’s inception as a County Road Corridor; and

WHEREAS, focus of this review will predetermine needs for actions for fiscal years 2023 and 2024 as we link the corridor improvements with the programmed Turbo Roundabout withing Waconia Parkway North and County Highway 10 intersection.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of topography & storm water review; culvert replacement and ditch drainage for Waconia Parkway North.

Adopted by the City Council of the City of Waconia this 6th day of September, 2022.

Kent Bloudek, Mayor

Attest: _____
Jackie Schulze, City Clerk

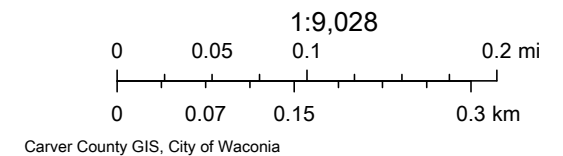


ArcGIS Web Map



8/30/2022, 6:27:24 AM

- | | | | |
|-----------------|----------------------|------------------------|-----------------------|
| Waconia Parcels | Storm Drain Tile | Pond Skimmer Structure | Storm Inlet |
| Storm Sump | Storm Main | Storm Clean Out | Storm Discharge Point |
| Storm Culvert | Storm Flow Direction | Storm Manhole | |





REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		September 6, 2022					
Item Name:		Approval of Preparing Plans and Specifications					
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 2022-237; Approving Preparing Plans & Specifications of Large Culvert Lining Improvements, CIP Projects 561 & 628							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Within the current Capital Improvement Plan we have programmed two area large culvert crossing lining projects. Each are related to the Lake's Outlet Channel and subsequent to resurfacing improvements of the applicable roadways. The large diameter culverts are in two forms; circular and arched pipe based upon their respective locations. Determination of the type of lining is the basis of this request for preparations of plans and specifications. Staff have predetermined cured in place lining as the process and is reflective of the capital budget numbers. In total we have programmed \$704,000.00 for the lining improvements. Attached Council will find two images of the culvert locations including Oak Avenue & Sparrow Road and Burandt Boulevard and Kinder Drive. Staff recommends approval of this request allowing for plans and specifications be prepared. Further Council action will be required for advertising and award allowing the project to continue. <u>Attachments:</u> 1. 22237res 2023_Culvert_Lining_P__S_Res.doc 2. Burandt Blvd & Kinder Dr. Culvert Image.pdf 3. Oak Avenue & Sparrow Road Culvert Image.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Storm Water Cash							
Budget Information:				Planning Commission			
☒ X Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2022-237**

**RESOLUTION AUTHORIZING APPROVAL OF PREPARING PLANS AND
SPECIFICATIONS OF LARGE CULVERT LINING IMPROVEMENTS, CIP PROJECTS 561 &
628**

WHEREAS, one of the City’s Priorities “Infrastructure – managing, maintaining, and improving our current and future physical assets”; and

WHEREAS, the focus of these projects are to extend the service life of the outlet channel street crossing culverts; and

WHEREAS, resurfacing of the respective roadways either under completion, or programmed for completion; and

WHEREAS, culvert lining is an opportunity to use the existing culvert as a host system for lining improvements and reduce costs.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of preparing plans and specifications of large culvert lining improvements, CIP Projects 561 & 628.

Adopted by the City Council of the City of Waconia this 6th day of September, 2022.

Kent Bloudek, Mayor

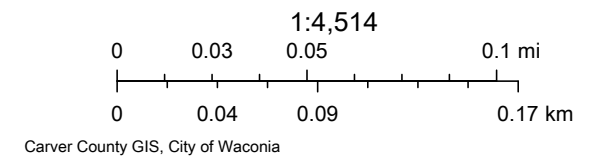
Attest: _____
Jackie Schulze, City Clerk

ArcGIS Web Map



8/30/2022, 7:01:34 AM

- | | | | |
|-----------------|----------------------|------------------------|-----------------------|
| Waconia Parcels | Storm Drain Tile | Pond Skimmer Structure | Storm Inlet |
| Storm Sump | Storm Main | Storm Clean Out | Storm Discharge Point |
| Storm Culvert | Storm Flow Direction | Storm Manhole | |

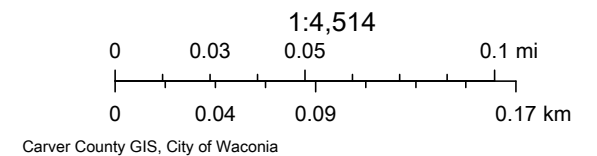


ArcGIS Web Map



8/30/2022, 7:07:24 AM

- | | | | |
|-----------------|----------------------|------------------------|-----------------------|
| Waconia Parcels | Storm Draintile | Pond Skimmer Structure | Storm Inlet |
| Storm Sump | Storm Main | Storm Clean Out | Storm Discharge Point |
| Storm Culvert | Storm Flow Direction | Storm Manhole | |





REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		September 6, 2022					
Item Name:		Minor Subdivision - 751 Main Street - Hartmann					
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>							
Adopt Resolution No. 2022-238, approving a Minor Subdivision for the property located at 751 Main Street.							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
<u>BACKGROUND:</u> Applicant(s): Mark Hartmann Property Owner(s): Michael, Patricia & Mark M Hartmann Trust Address: 751 Main Street PID#: 750242900 <u>REQUEST:</u> Mark Hartmann (the “applicant”) has requested a minor subdivision of the subject property that proposes to split the existing parcel into two parcels. <u>REVIEW:</u> 1. The subject parcel is bisected by the Main Street East extension/County Road 59. 2. The applicant has indicated that the minor subdivision is necessary for the sale of the eastern property for commercial development. 3. The deferred assessment in the amount of \$339,087 shall be paid upon sale of the property and/or prior to development of the property. <u>MINOR SUBDIVISION RECOMMENDATION:</u> Based on a review of the submitted materials, and the information stated above, staff recommends approval of the minor subdivision for Mark Hartmann to divide the property at 751 Main Street into two conforming parcels. <u>Attachments:</u> 1. 22238res_Approving_Minor_Subdivision_Hartmann.docx 2. Location Map.pdf 3. Minor Subdivision Plan Set.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 2022-238**

**A RESOLUTION APPROVING A MINOR SUBDIVISION
FOR THE PROPERTY LOCATED AT 751 MAIN STREET**

WHEREAS, Mark Hartmann (the “**Applicant**”), has submitted a Minor Subdivision application to the City of Waconia (the “**City**”) pursuant to Section 1000, Subd. 11 of the Waconia City Code; and

WHEREAS, the subject parcel is located at 751 Main Street and identified as PID# 750242900, (the “**Property**”); and

WHEREAS, the applicant is requesting approval of a minor subdivision, which would allow for the single parcel to be subdivided into two (2) conforming parcels; and

WHEREAS, the two (2) parcels resulting from the minor subdivision will be in compliance with the underlying zoning district pending the recording of the revised legal descriptions with Carver County; and

WHEREAS, City staff recommend approval of the Minor Subdivision application, subject to the following conditions:

1. The Minor Subdivision shall be recorded as approved by the City Council.
2. The Applicant shall pay the outstanding deferred assessment in the amount of \$339,087 to the City of Waconia upon sale of the property and/or development of the subject parcel.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Waconia hereby approves the Minor Subdivision the property located at 751 Main Street subject to the conditions, findings and recommendations stated above.

Adopted by the City Council of the City of Waconia this 6th day of September, 2022.

Kent Bloudek, Mayor

ATTEST: _____
Jackie Schulze, City Clerk



LEGAL DESCRIPTION PER WARRANTY DEED, DOC. NO. A547311

Tract 1. That part of the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Southeast Quarter of Section 24, Township 116, Range 25, bounded and described as follows, viz: Beginning at a point on the South line of the Northwest Quarter of the Southeast Quarter of said Section 24, 18 chains 36 1/2 links East of the Southwest corner of said Northwest Quarter of the Southeast Quarter and running thence West 18 chains 36 1/2 links; thence North along the North and South middle line of said Section, 19 chains, 96 links to a post; thence North 15 chains, 66 links to a post 4 chains South of the Northwest corner of the Southwest Quarter of the Northeast Quarter of said Section; thence South 49 degrees East 4 chains, 86 links to a post; thence North parallel with the North and South middle line 7 chains, 8 links to a post on the North line of said Southwest Quarter of the Northeast Quarter; thence East along said North line 15 chains, 74 links to a post; thence South parallel with the West line of said Section, 19 chains, 78 links to a post on the South line of said Southwest Quarter of the Northeast Quarter; thence West 50 1/2 links to a post; thence South 19 chains, 91 links to the point of beginning. EXCEPTING THEREFROM the following described parcels of land:

- A. Beginning at the Northwest corner of the Southwest Quarter of the Northeast Quarter of said Section 24 and running thence South on the West line of said quarter-quarter Section 4 chains; thence on the middle line of the Waconia and Chaska Road South 49 degrees East, 4 chains, 86 links to the point of beginning; thence North and parallel with the said West line of the Southwest Quarter of the Northeast Quarter, 7 chains, 8 links to the North line of said Southwest Quarter of the Northeast Quarter; thence East on said North line, 10 feet to a point; thence South and parallel with the West line of the Southwest Quarter of the Northeast Quarter to a point in the middle of said Waconia and Chaska Road; thence Northwesterly along the middle of said Waconia and Chaska Road to the point of beginning, containing 12/100 of an acre, more or less.
- B. Commencing at the Northwest corner of the Southwest Quarter of the Northeast Quarter of Section 24, Township 116, Range 25; thence running East along the north line of said Southwest Quarter a distance of 240.9 feet to the place of beginning for this description; thence continuing East along said north line of said Southwest Quarter of the Northeast Quarter of said Section 24, a distance of 122.5 feet to a point in the middle of the Township Road; thence deflecting right 96 degrees 30 minutes and running South along a line parallel with the north and south division line of said Section 24 a distance of 16.5 feet to an iron monument; thence continuing South along said parallel line a distance of 320 feet to an iron monument; thence deflecting right 49 degrees 00 minutes and running Southwesterly a distance of 160 feet to an iron rail fence; thence deflecting right 131 degrees 00 minutes and running north along said iron rail fence on a line parallel with said north and south division line a distance of 427.1 feet to the place of beginning, containing one acre, more or less, located in the Southwest Quarter of the Northeast Quarter of Section 24, Township 116, Range 25.
- C. That part of the Southwest Quarter of the Northeast Quarter of Section 24, Township 116, Range 25, Carver County, Minnesota described as Commencing at the Southwest corner of said Southwest Quarter of the Northeast Quarter; thence East along the South line of said Southwest Quarter of the Northeast Quarter a distance of 1021.79 feet; thence northwesterly deflecting to the left 136 degrees 09 minutes and 53 seconds for a distance of 754.45 feet to the point of beginning of the land to be described; thence northeasterly deflecting to the right 90 degrees for a distance of 78 feet; thence northwesterly deflecting to the left 90 degrees for a distance of 25 feet thence Southwesterly deflecting to the left 90 degrees for a distance of 78 feet; thence Southeasterly deflecting to the left 90 degrees for a distance of 25 feet to the point of beginning.
- D. That part of the Southwest Quarter of the Northeast Quarter of Section 24, Township 116 North, Range 25 West of the 5th Principal Meridian described as follows: Commencing at the Northwest corner of the Southwest Quarter of the Northeast Quarter of said Section 24; thence Easterly, along the north line of said Southwest Quarter of the Northeast Quarter, a distance of 363.40 feet to the point of beginning of the land to be described; thence Southerly parallel with the west line of said Southwest Quarter of the Northeast Quarter, a distance of 295.16 feet; thence Easterly, parallel with the north line of said Southwest Quarter of the Northeast Quarter, a distance of 295.16 feet; thence Northerly, parallel with the west line of said Southwest Quarter of the Northeast Quarter, a distance of 295.16 feet to the north line of said Southwest Quarter of the Northeast Quarter; thence westerly along said north line, a distance of 295.16 feet to the point of beginning.
- E. That part of the Southwest Quarter of the Northeast Quarter of Section 24, Township 116, Range 25, Carver County, Minnesota, that lies Westerly of INTERLAKEN, Carver County, Minnesota, according to the record plat thereof, and Southerly and Easterly of Line A.

Line A is described as follows:

Commencing at the Southwest corner of the East 66.93 feet of said Southwest Quarter of the Northeast Quarter; thence on an assumed bearing of North 00 degrees 43 minutes 28 seconds West, along the West line of said East 66.93 feet, a distance of 417.07 feet to the point of beginning of said Line A; thence North 85 degrees 35 minutes 05 seconds West, a distance of 248.67 feet; thence South 45 degrees 20 minutes 33 seconds West, a distance of 619.40 feet to the South line of said Southwest Quarter of the Northeast Quarter and said line A there terminating.

- F. That part of the Southwest Quarter of the Northeast Quarter of Section 24, Township 116 North, Range 25 West of the 5th Principal Meridian described as follows:

Commencing at the northwest corner of the Southwest Quarter of the Northeast Quarter of said Section 24; thence easterly, along the north line of said Southwest Quarter of the Northeast Quarter, a distance of 658.56 feet to the point of beginning of the land to be described; thence Southerly, parallel with the west line of said Southwest Quarter of the Northeast Quarter, a distance of 295.16 feet; thence easterly, parallel with the north line of said Southwest Quarter of the Northeast Quarter, a distance of 295.16 feet; thence northerly, parallel with the west line of said Southwest Quarter of the Northeast Quarter, a distance of 295.16 feet to the north line of said Southwest Quarter of the Northeast Quarter; thence westerly, along said north line, a distance of 295.16 feet to the point of beginning.

ALSO

That of the Northwest Quarter of the Northeast Quarter of Section 24, Township 116, Range 25, Carver County, Minnesota, lying Southeasterly of the centerline of Airport Road.

EXCEPTING THEREFROM That part of the Northwest Quarter of the Northeast Quarter of Section 24, Township 116, Range 25, Carver County, MN lying Southeasterly of the centerline of Airport Road and Easterly of a line described as follows:

Commencing at the Southeast corner of said Northwest Quarter of the Northeast Quarter, thence on an assumed bearing of North 89°07'00" West along the South line of said Northwest Quarter of the Northeast Quarter a distance of 272.10 feet to the point of beginning of the line to be described; thence North 25°55'55" West a distance of 69.94 feet to the centerline of Airport Road and said line there terminating.

Tract 2. That part of the North Half of the Northeast Quarter of Section 24, Township 116, Range 25 lying South of the right of way of the Minneapolis and St. Louis Railroad Company excepting therefrom the following tract of 11.17 acres bounded and described as follows, viz: Beginning at the Southeast corner of the Northeast Quarter of the Northeast Quarter of said Section 24 and running West on the 1/2 quarter line 24 chains; thence North 45 3/4 degrees East 4 chains and 87 links; thence North 49 3/4 degrees East 3 chains; thence North 67 degrees East 1 chain; thence North 89 1/2 degrees East 4 chains, 23 links; thence South 84 1/2 degrees East 13 chains 15 links to the East section line and thence South 4 chains 63 links to the place of beginning. ALSO EXCEPTING THEREFROM:

That part of the Northwest Quarter of the Northeast Quarter of Section 24, Township 116, Range 25, Carver County, MN lying Southeasterly of the centerline of Airport Road and Easterly of a line described as follows:

Commencing at the Southeast corner of said Northwest Quarter of the Northeast Quarter, said Northwest Quarter, thence on an assumed bearing of North 89°07'00" West along the South line of said Northwest Quarter of the Northeast Quarter a distance of 272.10 feet to the point of beginning of the line to be described; thence North 25°55'55" West a distance of 69.94 feet to the centerline of Airport Road and said line there terminating. A '

Tract 3. A strip of land One Hundred (100) feet in width, the same being Fifty (50) feet in width on each side of the centerline of the main track (now removed) of the Minneapolis & St. Louis Railway Company (now the Chicago and North Western Transportation Company), as said main track centerline was originally located over and across the Northwest Quarter of the Northeast Quarter of Section Twenty-four (24), Township One Hundred Sixteen (116), Range Twenty-five (25).

Tract 4. A strip of land One Hundred (100) feet in width, the same being Fifty (50) feet in width on each side of the centerline of the main track (now removed) of the Minneapolis & St. Louis Railway Company (now the Chicago and North Western Transportation Company), as said main track centerline was originally located over and across the Northeast Quarter of the Northeast Quarter of Section Twenty-four (24), Township One Hundred Sixteen (116), Range Twenty-five (25).

The following two exceptions are exceptions from Tract 2, 3 and 4 above:

1. That part of the Northeast Quarter of the Northeast Quarter of Section 24, Township 116, Range 25, Carver County, Minnesota lying Southerly of the Southerly right-of-way line of State Highway No. 5 described as follows:
- Commencing at the Northeast corner of the Northeast Quarter of the Northeast Quarter of said Section 24; thence on an assumed bearing of South 1 degree 24 minutes 03 seconds East along the East line of said Northeast Quarter of the Northeast Quarter a distance of 3.01 feet to the Southerly right-of-way line of State Highway No. 5, the point of beginning of the property to be described; thence South 1 degree 24 minutes 03 seconds East along the East line of said Northeast Quarter of the Northeast Quarter a distance of 366.99 feet; thence North 41 degrees 24 minutes 06 seconds West a distance of 284.71 feet to the Southerly right-of-way line of State Highway No. 5, thence Northeasterly along the said Southerly right-of-way line of State Highway No. 5 a distance of 236.23 feet on a non-tangential curve concave to the Northwest, said curve having a radius of 1348.24 feet, a central angle of 10 degrees 02 minutes 20 seconds and a chord bearing of North 49 degrees 28 minutes 11 seconds East, to the point of beginning.
2. Parcel 2, CARVER COUNTY RIGHT OF WAY PLAT NO. 9 on file and of record in the office of the County Recorder for Carver County, Minnesota.

LEGAL DESCRIPTION-PROPOSED PARCEL A

That part of the North Half of the Northeast Quarter of Section 24, Township 116, Range 25, Carver County, Minnesota, described as follows:

Commencing at the Northeast corner of said North Half of the Northeast Quarter; thence South 01 degrees 24 minutes 01 seconds East, assumed bearing along the East line of said North Half of the Northeast Quarter a distance of 370.01 feet to the point of beginning; thence continuing South 01 degrees 24 minutes 01 seconds East, along said East line a distance of 650.81 feet to the North line of Outlot A, as dedicated in the plat of INTERLAKEN, according to the recorded plat thereof, said Carver County; thence North 84 degrees 55 minutes 56 seconds West, along said North line of Outlot A, a distance of 722.17 feet; thence Northerly along a non-tangential curve concave to the West, having a central angle of 15 degrees 00 minutes 55 seconds, a radius of 966.00 feet and an arc distance of 253.16 feet, the chord of said curve bears North 07 degrees 05 minutes 59 seconds West; thence North 14 degrees 36 minutes 27 seconds West, tangent to said curve a distance of 167.41 feet; thence Northeasterly along a non-tangential curve concave to the East having a central angle of 12 degrees 16 minutes 32 seconds, a radius of 115.02 feet and an arc distance of 24.64 feet, the chord of said curve bears North 08 degrees 28 minutes 08 seconds West; thence Northeasterly along a compound non-tangential curve, concave to the Southeast having a central angle of 9 degrees 34 minutes 17 seconds, a radius of 69.00 feet and an arc distance of 11.53 feet to the Southeasterly right of way line of Carver County Right of Way Map No. 9, the chord of said curve bears North 07 degrees 01 minutes 17 seconds East; thence North 75 degrees 21 minutes 11 seconds East, along said Southeasterly line and not tangent to said curve, a distance of 166.35 feet; thence Northeasterly along said Southeasterly line and along a tangential curve, concave to the North, having a central angle of 21 degrees 20 minutes 16 seconds, a radius of 1482.69 feet and an arc distance of 522.18 feet; thence South 41 degrees 24 minutes 06 seconds East, along said Southeasterly right of way line and its Southeasterly extension a distance of 184.28 feet to said East line and the point of beginning.

EXCEPT any part of the above described land embraced within Parcel 2 on Carver County Right of Way Plat No. 9, filed April 2, 2004, as Document No. 383124, which was taken by Carver County in Final Certificate dated December 18, 2008, filed March 24, 2009, as Document No. A497496.

LEGAL DESCRIPTION-PROPOSED PARCEL B

That part of the North Half of the Northeast Quarter of Section 24, Township 116, Range 25, Carver County, Minnesota, described as follows:

Commencing at the Northeast corner of said North Half of the Northeast Quarter; thence South 01 degrees 24 minutes 01 seconds East, assumed bearing along the East line of said North Half of the Northeast Quarter a distance of 370.01 feet to the point of beginning; thence continuing South 01 degrees 24 minutes 01 seconds East, along said East line a distance of 650.81 feet to the North line of Outlot A, as dedicated in the plat of INTERLAKEN, according to the recorded plat thereof, said Carver County; thence North 84 degrees 55 minutes 56 seconds West, along said North line of Outlot A and its westerly extension, a distance of 861.65 feet; thence South 89 degrees 00 minutes 07 seconds West a distance of 279.18 feet; thence South 66 degrees 30 minutes 07 seconds West, a distance of 66.00 feet; thence South 49 degrees 15 minutes 07 seconds West a distance of 145.08 feet to the west line of the northeast quarter of the northeast quarter of said section 24; thence North 00 degrees 43 minutes 28 seconds West, along said west line, a distance of 44.07 feet to the centerline of Airport Road; thence Southwesterly along said centerline, being a non-tangential curve concave to the southeast, having a central angle of 7 degrees 55 minutes 11 seconds, a radius of 702.00 feet and an arc distance of 97.03 feet, the chord of said curve bears South 52 degrees 04 minutes 23 seconds West; thence South 48 degrees 06 minutes 48 seconds West along said centerline, tangent to said curve a distance of 188.71 feet; thence Southwesterly along said centerline, being a tangential curve concave to the Northwest, having a central angle of 14 degrees 39 minutes 02 seconds, a radius of 396.98 feet and an arc distance of 101.51 feet; thence South 27 degrees 14 minutes 53 Seconds East, not tangent to said curve, a distance of 70.05 feet to the south line of the Northwest Quarter of the Northeast Quarter of said Section 24; thence South 89 degrees 34 minutes 02 Seconds West along said south line, a distance of 1039.83 feet to the west line of the Northwest Quarter of the Northeast Quarter of said Section 24; thence North 00 degrees 02 minutes 11 seconds West, along said west line a distance of 354.76 feet to the southerly right of way line of Minneapolis and St. Louis Railroad Company, said line also being the southwesterly extension of Parcel 2, Carver County Right of Way Plat No 9; thence North 75 degrees 21 minutes 11 seconds East, along said right of way line a distance of 2049.25 feet; thence Northeasterly along said Southeasterly line and along a tangential curve, concave to the North, having a central angle of 21 degrees 20 minutes 16 seconds, a radius of 1482.69 feet and an arc distance of 522.18 feet; thence South 41 degrees 24 minutes 06 seconds East, a distance of 184.28 feet to said East line and the point of beginning.

EXCEPT therefrom land described as follows:

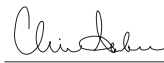
That part of the North Half of the Northeast Quarter of Section 24, Township 116, Range 25, Carver County, Minnesota, described as follows:

Commencing at the Northeast corner of said North Half of the Northeast Quarter; thence South 01 degrees 24 minutes 01 seconds East, assumed bearing along the East line of said North Half of the Northeast Quarter a distance of 370.01 feet to the point of beginning; thence continuing South 01 degrees 24 minutes 01 seconds East, along said East line a distance of 650.81 feet to the North line of Outlot A, as dedicated in the plat of INTERLAKEN, according to the recorded plat thereof, said Carver County; thence North 84 degrees 55 minutes 56 seconds West, along said North line of Outlot A, a distance of 722.17 feet; thence Northerly along a non-tangential curve concave to the West, having a central angle of 15 degrees 00 minutes 55 seconds, a radius of 966.00 feet and an arc distance of 253.16 feet, the chord of said curve bears North 07 degrees 05 minutes 59 seconds West; thence North 14 degrees 36 minutes 27 seconds West, tangent to said curve a distance of 167.41 feet; thence Northeasterly along a non-tangential curve concave to the East having a central angle of 12 degrees 16 minutes 32 seconds, a radius of 115.02 feet and an arc distance of 24.64 feet, the chord of said curve bears North 08 degrees 28 minutes 08 seconds West; thence Northeasterly along a compound non-tangential curve, concave to the Southeast having a central angle of 9 degrees 34 minutes 17 seconds, a radius of 69.00 feet and an arc distance of 11.53 feet to the Southeasterly right of way line of Carver County Right of Way Map No. 9, the chord of said curve bears North 07 degrees 01 minutes 17 seconds East; thence North 75 degrees 21 minutes 11 seconds East, along said Southeasterly line and not tangent to said curve, a distance of 166.35 feet; thence Northeasterly along said Southeasterly line and along a tangential curve, concave to the North, having a central angle of 21 degrees 20 minutes 16 seconds, a radius of 1482.69 feet and an arc distance of 522.18 feet; thence South 41 degrees 24 minutes 06 seconds East, along said Southeasterly right of way line and its Southeasterly extension a distance of 184.28 feet to said East line and the point of beginning.

AND ALSO EXCEPT any part of the above described land embraced within Parcel 2 on Carver County Right of Way Plat No. 9, filed April 2, 2004, as Document No. 383124, which was taken by Carver County in Final Certificate dated December 18, 2008, filed March 24, 2009, as Document No. A497496.

SURVEYOR'S CERTIFICATION

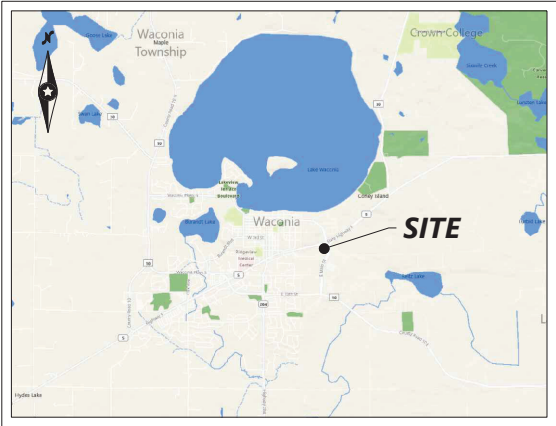
I hereby certify that this survey was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the state of Minnesota.


Chris Ambourn, LS
Minnesota License No. 43055
chris.ambourn@westwoodps.com

Date: 08/24/2022

VICINITY MAP

(NOT TO SCALE)



SEE SHEETS 2 & 3 FOR GRAPHIC DEPICTION

DESIGNED:
CHECKED: CNA
DRAWN: BJY
FIELD CREW:
FIELD WORK DATE:

REVISIONS:

PREPARED FOR:

MARK HARTMANN

751 E. MAIN STREET

Waconia, MN

Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

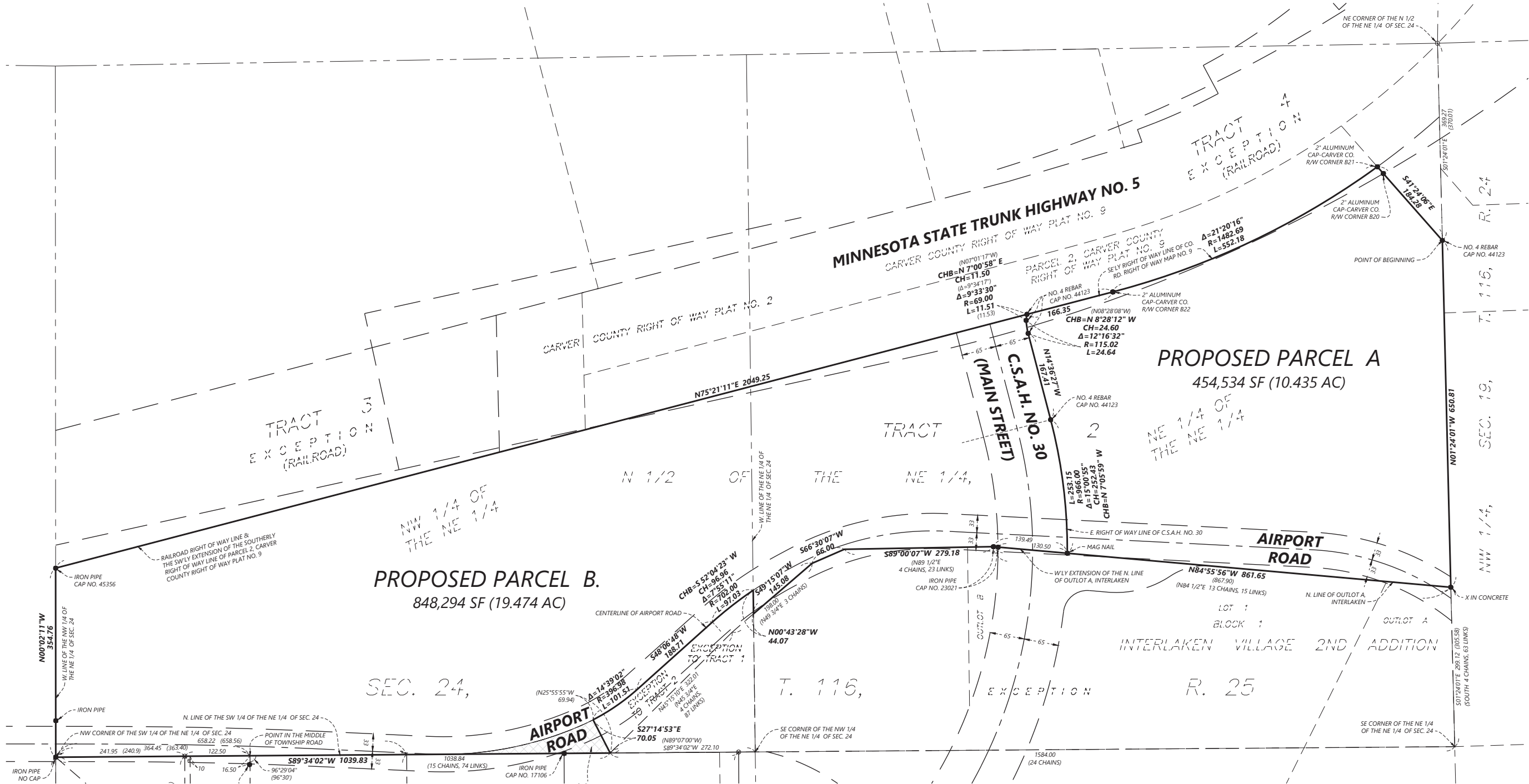
MINOR
SUBDIVISION

SHEET NUMBER:

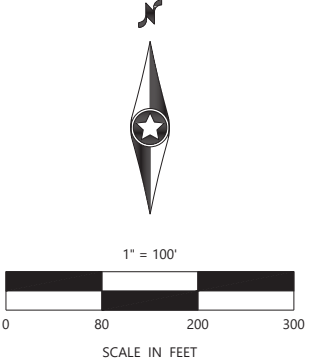
1 OF 3

PROJECT NUMBER: 0040080

DATE: 08/24/2022



MATCHLINE - SEE SHEET 3 OF 3 SHEETS



DESIGNED:
CHECKED: CNA
DRAWN: BJY
FIELD CREW:
FIELD WORK DATE:

REVISIONS:	

PREPARED FOR:

MARK HARTMANN

751 E. MAIN STREET
Waconia, MN

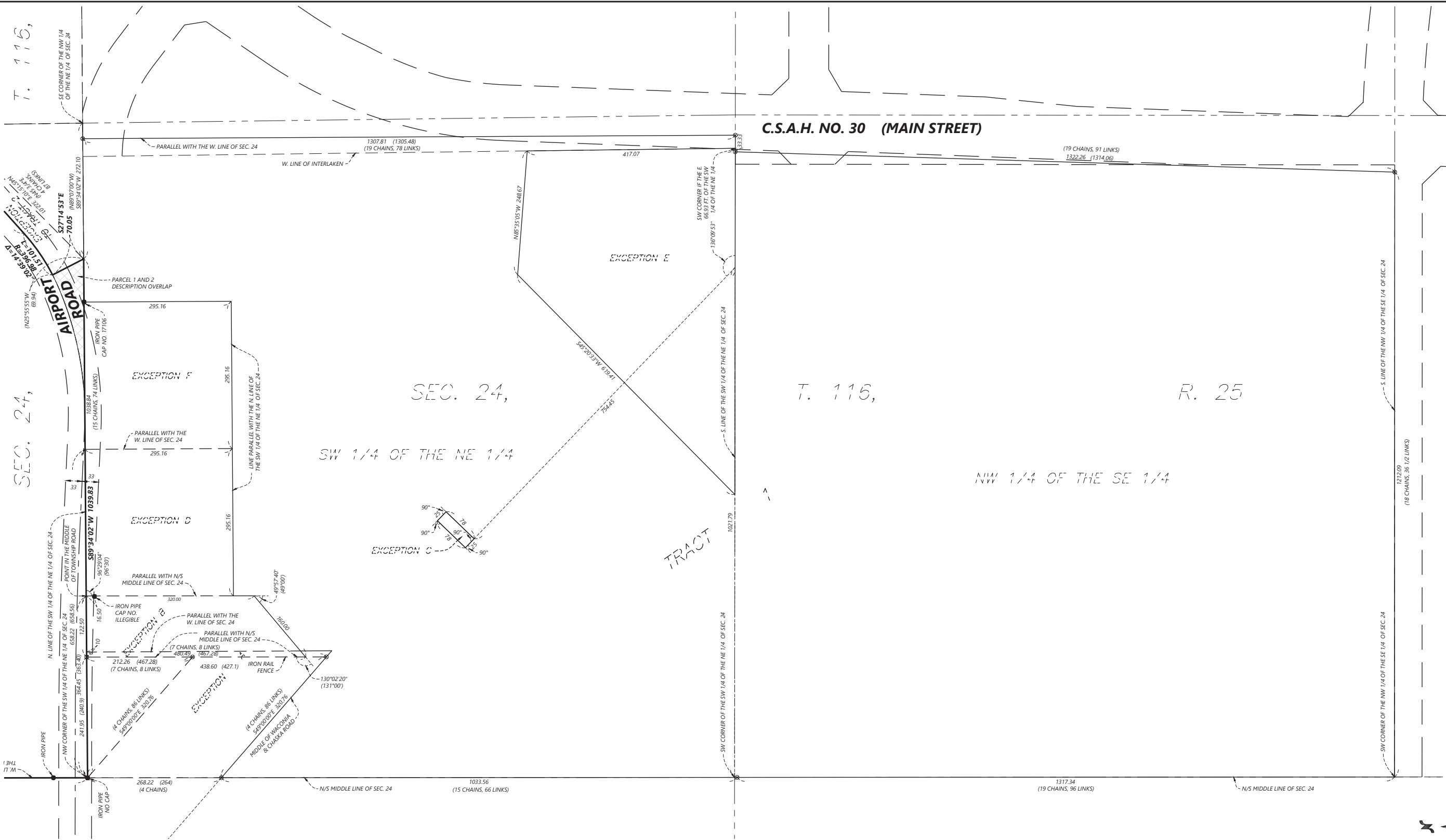
Westwood
Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

MINOR
SUBDIVISION

SHEET NUMBER:

2 OF 3

MATCHLINE - SEE SHEET 2 OF 3 SHEETS



DESIGNED:
CHECKED: CNA
DRAWN: BJY
FIELD CREW:
FIELD WORK DATE:

REVISIONS:

PREPARED FOR:

MARK HARTMANN

751 E. MAIN STREET
Waconia, MN

Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

MINOR
SUBDIVISION

SHEET NUMBER:

3 OF 3

PROJECT NUMBER: 0040080

DATE: 08/24/2022



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		September 6, 2022					
Item Name:		Kwik Trip Project - Development Agreement and Access Agreement					
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>							
Adopt Resolution 2022-239 approving the Development Agreement for the Kwik Trip Project.							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The City Council, at their regular meeting on June 20th, 2022, approved a final plat for the Kwik Trip Project pursuant to Chapter 1000 of the Waconia City Ordinance. The Kwik Trip 1173 final plat consists of two (2) commercial parcels. The City Council approved the final plat application via Resolution 2022-172 subject to certain conditions including Kwik Trip entering into a development agreement with the City. City staff have prepared a proposed development agreement for the Kwik Trip Project, a copy of which is attached for Council's review and consideration. City staff recommends approval of the development agreement and access agreement language as proposed. Attachments: 1. R22239res_Approving_DA_and_Cross_Access_Easement_for_Kwik_Trip.docx 2. Development Agreement Kwik Trip.docx 3. Cross Access Easement.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. 2022-239

RESOLUTION APPROVING DEVELOPMENT AGREEMENT AND ACCESS AGREEMENT
FOR THE KWIK TRIP PROJECT

WHEREAS, Kwik Trip, Inc. (the “Developer”) owns real property in the City of Waconia (the “City”) located at 100 Sparrow Road (PID# 753350010) (the “Property”); and

WHEREAS, Developer desires to construct a Kwik Trip convenience store, car wash and fuel pumps on the property (the “Project”); and

WHEREAS, in connection with the development of the Project, the City requires the Developer to enter into a Development Agreement and an Access Easement Agreement with the City; and

WHEREAS, a proposed Development Agreement has been drafted and is attached to this resolution as Exhibit 1 (the “Development Agreement”); and

WHEREAS, a proposed Cross Access Agreement has been drafted and is attached to this resolution as Exhibit 2 (the “Access Agreement”); and

WHEREAS, the City Council finds it is in the best interests of the City to approve the Development Agreement and the Access Agreement.

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

1. The above recitals, including the findings contained therein, are incorporated into these resolutions.
2. The form of the Development Agreement attached as Exhibit 1 and of the proposed documents attached to such document as exhibits are approved in substantially the form attached as Exhibit 1, together with such modifications thereof, deletions therefrom, and additions thereto, as the City Administrator may deem appropriate.
3. The form of the Access Agreement attached as Exhibit 2 and of the proposed documents attached to such document as exhibits are approved in substantially the form attached as Exhibit 2, together with such modifications thereof, deletions therefrom, and additions thereto, as the City Administrator may deem appropriate.
4. The Mayor and City Clerk are hereby authorized to execute, acknowledge and deliver the Development Agreement, the Access Agreement, and any other documents or instruments necessary or desirable to effectuate the transactions described in the agreements. In the event of the absence or disability of the Mayor or the City Clerk, such officers of the City as, in the opinion of the City

Attorney may act on their behalf shall, without further act or authorization of the City Council, do all things and execute all instruments and documents required to be done or executed by such absent or disabled officers. The execution of any document or instrument by the appropriate officer or officers of the City authorized herein shall be conclusive evidence of the approval of such document or instrument in accordance with the terms of this resolution.

Passed and adopted by the City Council of the City of Waconia this 6th day of September, 2022.

Kent Bloudek, Mayor

Attest: _____
Jackie Schulze, City Clerk

EXHIBIT 1
Development Agreement

EXHIBIT 2
Access Agreement

DEVELOPMENT AGREEMENT
FOR
KWIK TRIP PROJECT

This agreement (the “Agreement”) is dated August ____, 2022, and is between the City of Waconia, a Minnesota municipal corporation (the “City”) and Kwik Trip, Inc., a Wisconsin corporation (the “Developer”).

RECITALS

WHEREAS, the Developer owns the vacant land located at 100 Sparrow Road, Waconia, Minnesota, legally described as: Lot 1, Block 1, KWIK TRIP 1173, Carver County, Minnesota (the “Property”); and

WHEREAS, the Kwik Trip project (the “Project”) consists of:

1. The Property;
2. A convenience store and car wash building;
3. Automobile fuel pumps;
4. A parking lot;
5. A sidewalk and access drives;
6. Storm water rate control and quality facilities; and
7. Installation of utilities;

and

WHEREAS, on October 18, 2021, the City Council passed Resolution No. 2021-243 conditionally approving the Site Plan and Design Review for the Project, a copy of which is attached as Exhibit A; and

WHEREAS, City staff has reviewed and conditionally approved the following (collectively, the “Plans”):

1. The Kwik Trip Construction Plans prepared by Insites Site Planning and Sunde Engineering dated June 22, 2021, revised April 15, 2022, and revised July 14, 2022;
2. The Kwik Trip Final Landscape Plan dated July 14, 2022 (attached as Exhibit B);

and

WHEREAS, this Agreement sets forth and memorializes for the parties to this Agreement and subsequent owners the understandings of the parties regarding the development of the Property;

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

TERMS

1. INTRODUCTORY MATTERS. Except as expressly provided in this Agreement to the contrary, the following are incorporated by reference as agreements of the City and the Developer:

- 1.1. The Recitals set forth above; and

- 1.2. The City resolutions referred to in the above Recitals and the exhibits attached to such resolutions (the "City Resolutions").

2. DEFINITIONS. Defined terms, when capitalized, shall have the meanings ascribed to them in this Section 2, unless the context clearly requires otherwise. Additional terms are defined in the introductory paragraph, the Recitals, and later in this Agreement.

"City Building Inspector" means the then current building official for the City, as designated by the City Council, or such person's designee.

"City Community Development Director" means Lane Braaten, City of Waconia, 201 South Vine Street, Waconia, MN 55387, or his designee or successor.

"City Engineer" means Jake Saulsbury, Bolton & Menk, Inc., 2638 Shadow Lane, Suite 200, Chaska, MN 55318-1172, or his designee or successor.

"City Public Services Director" means Craig Eldred, City of Waconia, 310 East 10th Street, Waconia, MN 55387, or his designee or successor.

"County" means Carver County, Minnesota.

"Governmental Entity" means the City, the County, Minnesota, the United States of America, or any subdivision or department thereof including the Minnesota Department of Transportation, the Carver County Highway Department, the appropriate watershed district, the Board of Soil and Water Resources, the Minnesota Department of Natural Resources, the Army Corps of Engineers, the Minnesota Pollution Control Agency, the Metropolitan Council, the Minnesota Department of Health, or any other regulatory or jurisdictional agency having jurisdiction over the Property or the development of the Property.

"Improvements" mean, collectively, the Developer Installed Municipal Improvements, the Private Improvements, and the Landscape Improvements, all as described in Section 6 of this Agreement.

"Minnesota" means the State of Minnesota.

"Municipal Improvements" means the Developer Installed Municipal Improvements and

the Developer Funded Municipal Improvements, all as described in Section 6 below.

“Security” shall mean the financial security provided by the Developer to the City, as set forth in Section Error! Reference source not found. of this Agreement.

3. RIGHT TO PROCEED; CONSTRUCTION. Unless separate written approval has been given by the City, the Developer shall not grade or fill the Property or otherwise start construction of any improvement on the Property until the following conditions have been met to the satisfaction of the City: i) this Agreement has been fully executed; ii) the Security required by this Agreement has been received by the City; iii) all documents required by this Agreement to be recorded have been submitted to the Carver County Recorder’s Office or Registrar of Titles for recording; iv) the Developer has provided the City with recording information for all instruments required to be recorded; v) the Developer is not in default of this Agreement; vi) the Developer is not in violation of any federal, state or local regulation related to the Property; and vii) the City Community Development Director has issued a letter that the Developer may proceed. Construction on the Property shall proceed in accordance with the Plans, the City Resolutions, the Waconia City Code, and this Agreement.
4. ENGINEERING AND PLANNING REQUIREMENTS.
 - 4.1. Developer’s Engineer. The Developer warrants: i) the Developer has retained a duly registered professional civil engineer authorized to practice in Minnesota to prepare the Plans; and ii) such engineer has prepared the Plans in conformance with the City’s standard specifications for the Improvements.
 - 4.2. Requirements. The Developer shall meet the following engineering, planning, and dedication requirements to the City’s satisfaction:
 - 4.2.1. Erosion and Sediment Control Plan. The Developer shall have applied for and received an erosion and sediment control plan for the Property from the County. The Developer shall comply with the erosion and sediment control plan. Further, during the development of the Property, the Developer shall follow all measures required by the City Engineer to protect any wooded areas and steep slopes on the Property, as determined and directed by the City Engineer.
 - 4.2.2. Wetlands. The Developer shall have applied for and received all required approvals for any wetland alterations or mitigations on the Property from each Governmental Entity with jurisdiction.
 - 4.2.3. Approvals from other Governmental Entities. The Developer shall submit the Plans to all Governmental Entities that require submission and shall modify the Plans as required by such Governmental Entities. The Developer shall further comply with the requirements of all Governmental Entities having jurisdiction to their satisfaction and make dedications of right-of-way or other dedications as required by such Governmental Entities. Any modifications to the Plans are subject to the review and approval of the City Council. The Developer shall comply with any further requirements of the

City Council based on its additional review.

- 4.2.4. Plan for Construction Access. The Developer has submitted a plan for construction access to the Property, which has been reviewed and approved by the City Public Services Director.
- 4.2.5. Storm Water Management. The Plans contemplate the installation of certain storm water management improvements within public drainage easement areas including sump structures, a storm water retention pond, and improvements related to best management practices (the “Public Storm Water Facilities”). The Developer shall allow the City and its contractors to access such improvements upon the City’s request. The Developer shall install the Public Storm Water Facilities, at its expense, and the Public Storm Water Facilities shall, upon the City’s acceptance, exist as city owned and maintained improvements (provided Developer shall provide any warranty work required by this Agreement or the applicable warranty bond). The Plans also contemplate the installation of a storm sewer conveyance pipe outside of the public drainage easement areas (the “Private Storm Water Facilities”). The Developer shall perpetually keep the Private Storm Water Facilities in good condition and repair.
- 4.2.6. Access Easements. The proposed CSAH 10 access location for the Property is on Outlot A, KWIK TRIP 1173, Carver County, Minnesota (“Outlot A”), which is currently owned by the City. Additionally, the southwesterly proposed access on Sparrow Road is intended to serve the Property and the neighboring undeveloped property to the west utilizing a shared driveway. The City and the Developer shall execute a cross-easement agreement regarding these access locations in the form mutually acceptable to the parties. Each party shall pay their own attorney’s fees regarding the preparation of such agreement.
- 4.2.7. Utility Installation Impact & Tree Removal. If the Developer needs to remove trees in the CSAH 10 right-of-way or public easement areas to facilitate the installation of utilities serving the Project, the Developer shall, to the City’s reasonable satisfaction, restore trees and otherwise mitigate impacts, at the Developer’s expense.
- 4.2.8. Sparrow Road Access and Pedestrian Facilities. All Sparrow Road access and pedestrian facility improvements shown in the Plans shall be completed by the Developer, at its expense.
- 4.2.9. Utility Oversizing. The Developer shall oversize the utilities serving the project as requested by the City Public Services Director or the City Engineer. The City shall reimburse the Developer for oversizing expenses incurred by the Developer at the City’s request in an amount equal to the difference between the actual cost incurred by the Developer and the cost that the Developer would have incurred had normal pipe sizes been used (normal size for water and sanitary sewer is 8 inches). The City Engineer

shall determine the oversizing reimbursement using pipe pricing and actual costs billed to the Developer, provided by the Developer's contractor. Based on the Plans and other relevant information, the City Engineer has determined that (a) the water main to be installed along the south sided of CSAH 10 shall be oversized from an 8-inch to a 10-inch PVC at an estimated cost of \$96,670.00 to the City, and (b) a 10-inch PVC main with a 24-inch casing shall be jacked and bored under CSAH 10 to the north with the City paying 100% of the actual cost, and (c) an additional 8-inch water service with gate valve shall be installed from the CSAH 10 10-inch water main to support the remaining City lot from the north and the City will pay 100% of the actual cost of this improvement. Sanitary sewer construction for Outlot A, KWIK TRIP 1173, Carver County, Minnesota, as requested by the City, will be paid by the City at an estimated cost of \$12,676.00 to the City. In the event that the actual costs vary from the estimated costs, the estimated costs shall be adjusted accordingly to ensure that the City's financial obligations cover the actual costs incurred; provided, however, that the City shall not pay any costs associated with excavating to greater depths than estimated.

5. GRADING. The Property shall be graded in compliance with the approved grading, drainage and erosion control portion of the Plans. Within 60 days after completion of such grading, the Developer shall provide the City with a "record" grading plan certified by a registered land surveyor or engineer showing that all ponds, swales and ditches have been constructed on public easements or land owned by the City. The "record" plan shall further depict field verified locations, site grades and elevations of the following: ponds, swales, emergency overflows, wetlands, wetland mitigation areas, ditches, borrow areas, stockpiles, lot corners, and tops and bottoms of retaining walls. The cross sections of any pond shall be obtained after the entire site is completely graded, the pond has been pumped down, all sediment has been removed, and the pond elevations have been restored to the approved design elevations.
6. IMPROVEMENTS.
 - 6.1. Municipal Improvements Installed by the Developer. The Developer shall, at its expense, construct, reconstruct and install public improvements on and adjacent to the Property in conformance with the Plans, the Waconia City Code, and this Agreement (the "Developer Installed Municipal Improvements") including:
 - 6.1.1. boulevard sodding/seeding and blanket;
 - 6.1.2. sanitary sewer laterals or extensions including all necessary services and other appurtenances supplied by the City and invoiced to the Developer;
 - 6.1.3. water main laterals or extensions including all necessary building services, hydrants, valves, and other appurtenances; and
 - 6.1.4. street lighting and conduit crossings of City supplied conduit, where requested; and

- 6.1.5. expansion, reconstruction and repair of Sparrow Road after the Project is completed to return it to a condition, in the sole judgement of the City Public Services Director, which is equal to or better than existed prior to commencement of the Project.
- 6.2. Government Installed/Developer Funded Improvements.
 - 6.2.1. Street Signs. The Developer shall reimburse the City all costs associated with the installation of street signs for the Property, including the cost of all materials and staff time required to install such signs invoiced at the then current staff labor rates set forth in Chapter 1100 of the Waconia City Code (the "Developer Funded Municipal Improvements").
 - 6.2.2. CSAH 10 Improvements. See Section 7 below.
- 6.3. Private Improvements. The Developer shall, at its expense, install private improvements on the Property (the "Private Improvements") in conformance with the Plans, the Waconia City Code, and this Agreement, including:
 - 6.3.1. grading of the Property and installation of corrected soil areas;
 - 6.3.2. construction of internal driveways, sidewalks, and parking areas that are paved;
 - 6.3.3. concrete curb and gutter meeting ADA accessibility requirements;
 - 6.3.4. internal site lighting; and
 - 6.3.5. the Storm Water Facilities described in Section 4.2.5 above.
- 6.4. Landscape Improvements. The Developer shall install, at its expense, all landscaping improvements required by the Landscape Plans attached as Exhibit B (the "Landscape Improvements"). The City shall have no obligation to maintain, repair or replace any Landscape Improvements.
- 6.5. Permits. Prior to any grading, filling, or construction occurring on the Property, the Developer shall determine and obtain all necessary approvals, permits, and licenses required by each Governmental Entity with jurisdiction. Any design requirements of such Governmental Entities shall be determined prior to completion and incorporated into the plans and specifications. All costs incurred to obtain such approvals, permits, and licenses and all fines or penalties levied by any Governmental Entity due to the failure of the Developer to obtain or comply with the conditions of such approvals, permits, and licenses shall be the sole responsibility of the Developer. The Developer agrees to defend and hold the City, its officers, employees, and agents harmless from any action initiated by any Governmental Entity resulting from any failure of the Developer to acquire the permits and approvals required herein.
- 6.6. Licenses. The Developer hereby grants the City, its agents, employees, officers, and contractors a license to enter the Property to perform all work and inspections required by the City in conjunction with the development of the Property. The City

hereby grants the Developer a license to enter onto the portions of the Property dedicated for public use and Outlot A to construct the Developer Installed Municipal Improvements and any other improvements required by this Agreement.

- 6.7. Standard of Performance. All labor and work shall be done and performed in the best and most workmanlike manner and in strict conformance with the Plans, the Waconia City Code, and this Agreement, unless approved in writing to the contrary by the City Engineer.
- 6.8. Deadlines for Completion. The Developer shall install all Developer Installed Municipal Improvements and Private Improvements by December 31, 2022, except for the final lift of pavement on the driveways and parking areas. The final lift of pavement on the driveways and parking areas shall be completed no later than July 14, 2023. All Landscape Improvements shall be installed no later than June 16, 2023. The Developer may request an extension of time from the City regarding any deadline, which the City may grant or deny in its sole discretion; provided, however, that the City shall not unreasonably deny any request for extension of any such deadline to the extent that the need therefor is caused by events beyond the reasonable control of Developer. If an extension is granted, it shall be conditioned upon updating the Security posted by the Developer to reflect cost increases and the extended completion date.
- 6.9. Construction Times. The Developer shall conduct all construction activities in conformance with the City's noise ordinance (Chapter 740 of the Waconia City Code). Construction activities shall be allowed between 7:00 a.m. and 10:00 p.m. on weekdays (excepting holidays) and between 9:00 a.m. and 10:00 p.m. on Saturdays. Any deviation from the allowed construction times must be approved by the Public Services Director or the City Engineer.
- 6.10. Public Property Damage. The Developer is liable for all damage to public property and improvements (e.g., street and utility systems) directly or indirectly arising from the grading or the development of the Property. The Developer shall promptly notify the City Public Services Director of any such damage the Developer discovers. Further, the Developer shall repair all such damage, at its expense, within 10 days after receiving written notice from the City requesting repair. If the Developer fails to repair any damaged within 10 days of receiving the City's notice, the City may make the repair. Further, the City, in its discretion, may elect to repair any damage itself. In either case, the Developer shall reimburse the City for all materials and labor associated with the repair.
- 6.11. Street Cleaning. During the grading and the development of the Property, the Developer shall keep the streets, sidewalks, and trails within and adjoining the Property free of dirt, debris and clutter caused by the development. If the City determines the Developer has violated this requirement, the City may give the Developer written notice of the violation and the Developer shall perform the cleanup within 48 hours. If the Developer fails to perform the cleanup to the City's satisfaction within 48 hours of receiving the City's notice or the City determines, in

its discretion, that circumstances warrant cleanup faster than within 48 hours, the City may perform the cleanup itself and the Developer shall reimburse the City for all materials and labor associated with the cleanup.

- 6.12. Inspection. The Developer shall instruct its engineer to provide adequate field inspection personnel to assure an acceptable level of quality control and conformance to the City's standards. Further, the City may, at the City's discretion and at the Developer's expense, have one (1) or more City inspectors and a soil engineer inspect the work on a full or part-time basis. The Developer, its contractors, and subcontractors, shall follow all instructions received from the City's inspectors. The Developer's engineer shall provide on-site project management. The Developer's engineer is responsible for design changes and contract administration between the Developer and the Developer's contractor. The Developer, through its engineer, must also provide all surveying and construction staking necessary to ensure that the construction conforms to the Plans. The Developer or its engineer shall schedule a pre-construction meeting at a mutually agreeable time at City Hall or via Zoom with all parties concerned, including the City staff, to review the program for the construction work.
- 6.13. Final Inspection by the City. Promptly upon completion of the Improvements, the Developer shall provide the following to the City (the "Inspection Deliverables"):
 - 6.13.1. as-built plans of the Improvements in both paper and electronic format, which electronic format shall be acceptable to the City Public Services Director; and
 - 6.13.2. a recording of closed-circuit televising of the sanitary sewer improvements and a written report describing such televising.
- 6.14. Acceptance by the City. All the Improvements are subject to final inspection by the City Engineer, the City Public Services Director, and the City Building Inspector (collectively, the "City Staff Inspectors"). If any of the City Staff Inspectors determine corrective action is needed to conform any of the Improvements to the Plans, this Agreement, any requirement of a Governmental Entity, or to correct defective or damaged work (including, but not limited to, pavement and sidewalk and/or trail cracks and damage), the City shall inform the Developer of the corrective action needed. Upon receiving notice from the City of any corrective action needed, the Developer shall, at the Developer's expense, promptly complete the corrective action to the satisfaction of the City Staff Inspectors. Further, within 60 days of the City's receipt of the Inspection Deliverables, the City shall either accept, by resolution of the City Council, the Developer Installed Municipal Improvements or inform the Developer of corrective action needed. Regarding the Developer Installed Municipal Improvements, the City's failure to act as stated above within the 60-day period shall be deemed acceptance. Upon acceptance by the City, the Developer Installed Municipal Improvements shall become City property without further action.

7. CSAH 10 IMPROVEMENTS.

7.1.1. CSAH 10 Improvements. The Developer acknowledges the development of the Property will necessitate the construction of the following public improvements (collectively, the “CSAH 10 Improvements”):

7.1.1.1. An eastbound right-turn lane, an interim westbound left-turn lane, median, and signal improvements at the CSAH 10/Sparrow Road intersection (the “Adjacent Road Improvements”); and

7.1.1.2. ADA compliant sidewalk and pedestrian ramps on the western and southern crossings of the CSAH 10/Sparrow Road intersection (the “Adjacent Pedestrian Improvements”).

7.1.2. Petition. The City may order such improvements on City Council’s own initiative.

7.1.3. Cooperation. When the CSAH 10 Improvements are constructed, the Developer shall grant the County and the City, without cost, any temporary construction easements reasonably requested by the County or the City to facilitate the construction.

7.1.4. Project Costs. All costs and expenses incurred by the City in relation to the evaluation, design, construction, and assessment of the costs of the CSAH 10 Improvements shall be included as costs of such project (the “CSAH 10 Project Costs”).

7.1.5. Assessment. The Developer agrees that, in consideration of the construction of the CSAH 10 Improvements, the City shall assess the following against the Property:

Adjacent Road Improvements:	\$105,361.76
Adjacent Pedestrian Improvements:	\$20,000.00
Total:	\$125,361.76

Such assessment is made pursuant to Minnesota Statutes, Chapter 429. The Developer agrees such assessment amount may be exceeded if the increases are a result of requests made by the Developer or otherwise approved by the Developer in a subsequent separate written document.

7.1.6. Waivers. The Developer waives any objections to the assessments imposed by the City pursuant to this Section 7. Without waiver the general nature of the immediately preceding sentence, the Developer specifically waives all objections, rights, or claims it may have under Minnesota Statutes, Chapter 429, that any part of the City’s approval process or the assessment process is irregular, improper, or invalid. Developer further waives all rights or claims it may have to object to, or appeal the amount of, the assessments

described in this Section 7, including any claims that the assessed amounts exceed the benefits conferred upon the Property and any claims that the assessed amounts were unfairly or inequitably assessed.

7.1.7. Payment. The Developer agrees to pay the total assessed amount of \$125,361.76 to the City at the time of closing on Developer's purchase of the Property from the City.

7.1.8. Runs with the Land. The terms and covenants of this Section 7 run with the land and are binding on all future owners of the Property.

8. WARRANTIES.

8.1. Developer Installed Municipal Improvements. The Developer agrees, or shall cause its prime contractor to agree, to guarantee and warrant all work performed and all materials supplied for the construction of the Developer Installed Municipal Improvements for a period of 2 years from final acceptance by the City and to promptly repair or replace any portion of the Developer Installed Municipal Improvements found to be defective. Upon completion of the Developer Installed Municipal Improvements and acceptance thereof by the City Council, the Developer shall furnish the City with a 2-year warranty bond for 100% of the cost of the Developer Installed Municipal Improvements.

8.2. Developer Funded Municipal Improvements. Except for its obligation to pay for the Developer Funded Municipal Improvements, the Developer has no obligation to provide any guarantee or warranty for such improvements.

8.3. Landscape Improvements. The Developer agrees, or shall cause its prime contractor to agree, to guarantee and warrant to the City all work performed and all materials supplied regarding the Landscape Improvements for a period of 2 years from the date installed. If any plant material dies or is not growing properly within 2 years of the date it is installed, the Developer or its prime contractor shall promptly replace it.

9. INSURANCE AND INDEMNIFICATION.

9.1. Insurance. The Developer shall furnish, or shall cause its prime contractor to furnish, proof of insurance prior to the commencement of construction of the Improvements, which shall be subject to the review and approval of the City, covering public liability and property damage by reason of operation of the contractor's equipment, laborers and hazard caused by the Improvements at a minimum policy amount of \$1,000,000.00. The contractor shall keep such insurance in force during construction of the Improvements and applicable warranty periods. The insurance shall name the City as an additional insured and shall require the insurer shall give the City not less than 30 days' written notice prior to modification or cancellation of the insurance policy.

9.2. Indemnification. Claims against the Developer, its agents, servants, or employees relating to the development of the Property shall in no way be the obligation of the

City. The Developer shall indemnify, hold harmless, and defend the City, its elected officials, officers, employees, consultants, contractors and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, damages, expenses, claims, actions, or judgments, including reasonable attorneys' fees and court costs, that the Indemnified Parties, or any of them, may sustain, incur, or be required to pay, directly or indirectly arising out of the Developer's violation of this Agreement or any act or failure to act by the Developer, its officers, employees, consultants, contractors or agents, except to the extent directly caused by the negligence of the Indemnified Parties or any of them.

10. BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY.

10.1. Building Permit Requirements. The City shall have no obligation to issue a building permit for the Project, or any portion thereof, until:

- 10.1.1. site plans (if applicable) have been submitted and have been reviewed and approved by the City Council;
- 10.1.2. the requirements of Sections 4.2.1 through 4.2.7 have been met;
- 10.1.3. any outstanding amounts due the City under this Agreement or the Waconia City Code have been paid;
- 10.1.4. all required financial Security has been provided to the City; and
- 10.1.5. the Developer is not then in default of this Agreement.
- 10.1.6. the City Public Services Director has approved access and temporary construction access for the Property;
- 10.1.7. the applicant for the permit has paid all fees then required by the City or any other Governmental Entity including any fees for: i) metro sewer availability; ii) sewer trunk; iii) sewer permit; iv) sewer hookup; v) water trunk; vi) water permit; vii) water hookup; viii) storm water trunk; and ix) storm water connection; x) park dedication;
- 10.1.8. the documents described in Sections 4.2.6 of this Agreement have been executed and submitted to the Carver County Recorder's Office or Registrar of Titles for recording; and
- 10.1.9. the Property is established with Best Management Practices ("BMP") devices approved by the City Public Services Director including slit-in silt fence (spring – fall months) or proper log rolls (winter season); and
- 10.1.10. all Waconia City Code requirements for issuance of the requested building permit have been met.

10.2. Certificate of Occupancy Requirements. No certificate of occupancy shall be issued for the commercial structure until:

- 10.2.1. the Improvements have been substantially completed;
- 10.2.2. the City Public Services Director has approved an as-built final grade, topsoil

- inspection for the Property;
- 10.2.3.the City Public Services Director has approved a utility check for the Property;
- 10.2.4.the City Public Services Director has approved storm water infiltration compliance for the Property; and
- 10.2.5.all amounts due the City under this Agreement or the Waconia City Code have been paid; and
- 10.2.6.all Waconia City Code, building code and other requirements for issuance of a certificate of occupancy have been met.
- 10.3. Default. Notwithstanding anything to the contrary herein, the City shall have no obligation to issue any building permit or occupancy permit regarding the Project if the Developer has breached any covenant or agreement herein and such breach is then continuing.
- 11. ZONING/DESIGN REQUIREMENTS. The Property shall meet the requirements of the B-1, Highway Business District stated in Section 900.05, Subd. 2.F of the City Code, the Architectural Design Standards stated in Section 900.06, Subd. 9, and the City Resolutions.
- 12. PAYMENT OF COSTS AND EXPENSES.
 - 12.1. General. The Developer shall pay, upon demand of the City, all costs, expenses, charges, and fees incurred or paid by the City in relation to this Agreement or the development of the Property. For example, the Developer shall reimburse the City for staff time, consulting fees, reasonable attorneys' fees and costs relating to: i) review of the Plans; ii) the negotiation and preparation of this Agreement; iii) reviews and inspections required or permitted by this Agreement; or iv) except as otherwise set forth in Section 9.2 and 18.7, any action or suit relating to this Agreement or the development of the Property. Concurrent with the full execution of this Agreement, the Developer shall deposit the sum of \$20,000.00 in escrow to cover such costs. The City may, from time to time, withdraw funds from such escrow to pay costs, expenses, and charges the Developer is required to pay; provided however, that concurrent with each such withdrawal the City shall provide the Developer with an itemized statement showing the costs, expenses and charges incurred, the amount withdrawn from escrow to pay them, and the amount remaining in escrow. The City shall promptly refund any excess amount remaining in escrow to the Developer. Any costs, expenses, or charges, in excess of the escrow amount (or incurred after the escrow account is closed) shall be billed to the Developer by the City and paid by the Developer in conformance with Section 12.2 below.
 - 12.2. City Billing Procedure. Whenever this Agreement permits the City to demand payment from the Developer or requires the Developer to reimburse the City, the City shall invoice the Developer for the amount due. Each amount invoiced by the City to the Developer shall be due and payable 30 days after the date of the

applicable invoice. If the Developer fails to pay any amount on or before the date such amount is due, the Developer shall be deemed in default of this Agreement.

- 12.3. Developer Billing Procedure. Whenever this Agreement permits the Developer to demand reimbursement from the City, the Developer shall invoice the City for the amount due. Each amount invoiced by the Developer to the City shall be due and payable 30 days after the date of the applicable invoice. If the City fails to pay any amount on or before the date such amount is due, the City shall be deemed in default of this Agreement. Any invoice for reimbursement shall itemize the amounts previously incurred by the Developer for which reimbursement is sought.
13. FINANCIAL GUARANTEES. Prior to the issuance of any building permits for the Property, the Developer shall provide the financial guarantees described in this Section Error! Reference source not found. (collectively, the "Surety Deposits").
 - 13.1. Guarantee for Municipal Improvements.
 - 13.1.1. Letter of Credit. To assure the installation of all Municipal Improvements in a good and workmanlike manner and the Developer's faithful performance of its obligations under this Agreement, the Developer shall provide the City with an irrevocable letter of credit from a U.S. bank with a physical branch location in Minnesota, the form of which shall be satisfactory to the City (the "Letter of Credit for the Municipal Improvements") in the amount of \$270,800.00 (which equals 120% of the cost of the Municipal Improvements). If the Developer fails to install the Developer Installed Municipal Improvements in accordance with the provisions of this Agreement, fails to reimburse the City for the Developer Funded Municipal Improvements as required herein, or otherwise breaches its obligations under this Agreement, the City may declare a default under the Agreement. Thereafter, the City may draw upon the Letter of Credit for the Municipal Improvements in such amount as is adequate to cure the breach. The Letter of Credit for the Municipal Improvements shall be renewable on an annual basis and shall require the issuer to give the City notice at least 30 days prior to the date of renewal.
 - 13.1.2. Release/Reduction of Letter of Credit. The Developer may apply to the City for a release of all or a portion of the Letter of Credit for the Municipal Improvements as follows:
 - 13.1.2.1. When another irrevocable letter of credit acceptable to the City is furnished to the City to replace the Letter of Credit for the Municipal Improvements.
 - 13.1.2.2. No more than every 30 days, the Developer may request to reduce the principal amount of the Letter of Credit for Municipal Improvements based on amounts then expended by the Developer for Municipal Improvements. Each such request shall be submitted to the City in writing and supported by: i) a

description of the aggregate work completed by the Developer to date in connection with the Municipal Improvements and a description of the work completed since the last reduction request, if any; ii) evidence of the total costs paid by Developer to date for Municipal Improvements (per pay requests approved by the Developer's Engineer) and evidence of such costs paid since the last reduction request, if any; and iii) an itemization of the total amount reimbursed to the City to date for Developer Funded Municipal Improvements and an itemization of such reimbursements since the last reduction request, if any. Within 20 days after receiving each such reduction request the City shall, after confirming to the City's reasonable satisfaction the accuracy of the request and supporting documentation, authorize a reduction to the amount secured by the Letter of Credit for Municipal Improvements. Each reduction shall be equal to the amount determined by the City to have been expended by the Developer or reimbursed to the City since the last reduction request, if any. Notwithstanding anything to the contrary above: i) the Letter of Credit for the Municipal Improvements shall never be reduced to an amount that is less than 120% of the aggregate cost, as determined or estimated by the City, of the remaining work required to complete the Municipal Improvements, including reimbursement obligations; and ii) the City shall not be obligated to authorize any reduction when the Developer is in default under this Agreement. In each instance where a reduction occurs, the Developer shall furnish the City with a replacement irrevocable letter of credit acceptable to the City for the revised amount secured and such replacement shall thereafter be deemed the "Letter of Credit for the Municipal Improvements."

- 13.1.2.3. When all of the Municipal Improvements have been completed and the warranty bond required by Section 8 of this Agreement has been provided to the City, the Developer may apply to have the Letter of Credit for Municipal Improvements released in its entirety and the City shall grant such request.

13.2. Guarantee for the Landscape Improvements.

- 13.2.1. Letter of Credit. To assure the installation of all Landscape Improvements in a good and workmanlike manner, the proper growth of all plants for the period of 2 years after installation, and the Developer's faithful performance of its obligations under this Agreement, the Developer shall provide the City with an irrevocable letter of credit from a U.S. bank with a physical branch location in Minnesota, the form of which shall be satisfactory to the City (the "Letter of Credit for the Landscape Improvements") in the amount of \$16,858.00 (which equals 100% of the

cost of the Landscape Improvements). If the Developer fails to install and maintain the Landscape Improvements in accordance with the provisions of this Agreement, fails to replace a plant not growing properly, or otherwise breaches this Agreement, the City shall notify the Developer in writing of such breach. If the Developer fails to cure the breach within 30 days of receipt of the City's written notice the City may declare a default under the Agreement. Thereafter, the City may draw upon the Letter of Credit for the Landscape Improvements in such amount as is adequate to cure the breach. Such Letter of Credit for the Landscape Improvements shall be renewable on an annual basis and shall require the issuer to give the City notice at least 30 days prior to the date of renewal.

13.2.2. Release/Reduction of Letter of Credit for Landscape Improvements. The Developer may apply to the City for a release of all or a portion of the Letter of Credit for the Landscape Improvements as follows:

13.2.2.1. When another irrevocable letter of credit acceptable to the City is furnished to the City to replace the Letter of Credit for the Landscape Improvements; or

13.2.2.2. Upon such time as the Landscape Improvements have been installed for a period of 2 years or a warranty bond ensuring the proper growth of all plant material for a period of 2 years following installation has been provided to the City.

13.3. Expiration. If any letter of credit required by this Section Error! Reference source not found. will expire pursuant to its terms prior to the time that all money or obligations of the Developer are paid or completed pursuant to this Agreement, the Developer shall provide the City with a new letter of credit, acceptable to the City, at least 30 days prior to the expiration of such expiring letter of credit. If the City does not receive a new letter of credit as required above, the City may declare the Developer in default of this Agreement and draw, in whole or in part at the City's discretion, upon the expiring letter of credit or other Surety Deposits to avoid the loss of surety.

13.4. Failure to Perform. If, after any notice required hereunder and the expiration of any applicable cure period, the Developer is in default of this Agreement or otherwise fails to perform any of the duties, conditions or terms of this Agreement in the time permitted herein, or in such extended time as may be granted in writing by the City Council, the City shall be entitled to draw on any of the Surety Deposits provided by the Developer pursuant to this Section 13, to enter the Property, and to cure the default. If the default consists of the Developer's failure to install any of the Improvements in accordance with the provisions of this Agreement, the City shall cure the default by performing the work in accordance with this Agreement and the Plans. The City may reimburse itself for all costs and expenses, including, but not limited to reasonable legal and consulting fees, arising out of, or related to, curing the Developer's default from the Surety Deposits. The Developer shall

indemnify, hold harmless, and defend the City, its officers and employees against any and all liability, loss, costs, damages, expenses, claims, actions, or judgments, including reasonable attorneys' fees which the City, its officers or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of the City exercising its power under this Section 13.4.

- 13.5. Costs. The City's costs for processing any reduction or release request regarding the Surety Deposits shall be billed to the Developer at \$125.00 per hour with a minimum of 1 hour per reduction or release and shall be paid by the Developer to the City within 30 days of billing. Any request for reduction or release of a letter of credit shall be either approved or denied within 30 days of being made in writing to the City.
- 13.6. Deficiency. If any of the Surety Deposits are used by the City and found to be deficient in amount to pay or reimburse the City in total as required herein, the Developer agrees that upon being billed by the City, the Developer will pay the deficiency amount to the City within 10 days of receipt of such billings to the Developer. If the Developer fails to pay, the City may assess all costs, including, but not limited to, staff time, reasonable engineering fees and legal fees against the Property. The Developer acknowledges that the City has the authority, pursuant to Minnesota Statutes Chapters 412 and 429, to specially assess property benefited by improvements. If there is an overage in the amount of utilized security the City shall, upon making such determination, refund to the Developer any monies in the City's possession that exceed the surety needed by the City. In addition to the above, the City may seek a civil judgment against the Developer.
14. PROOF OF TITLE/ATTORNEY REVIEW. The Developer shall provide the City with sufficient evidence (which sufficiency shall be determined by the City Attorney) that all documents required to be recorded pursuant to this Agreement have been properly recorded and that such documents have priority over any mortgages or other liens.
15. REPRESENTATIONS AND WARRANTIES OF DEVELOPER. The Developer, as an inducement to the City to enter into this Agreement, hereby represents, warrants, and covenants to the City as follows:
 - 15.1. Authorization. The Developer is an organized corporation under the laws of Wisconsin and is in good standing and authorized to do business in Minnesota. The Developer has full authority to enter into this Agreement and make it binding on itself and its successors and assigns, and to make this Agreement, and the covenants herein, binding upon and running with the Property. This Agreement shall not become effective until it is fully executed and delivered by the City and the Developer, and upon Developer closing on its purchase of the Property from the City.
 - 15.2. Ownership. The Developer has a fee ownership interest in the Property.
 - 15.3. Execution No Violation. The execution, delivery and performance of this Agreement does not and will not result in any breach of, or constitute a default

under, any indenture, mortgage, contract, agreement, or instrument to which the Developer is a party or by which it, or the Property, is bound.

- 15.4. Litigation. There are no pending actions or proceedings, or to the knowledge of the Developer, threatened actions or proceedings before any court or administrative agency that will adversely affect the Property or the ability of the Developer to perform its obligations under this Agreement.
- 15.5. Compliance. The Developer will comply with and promptly perform all the Developer's obligations under this Agreement and all related documents and instruments.
- 15.6. Wetlands. As of the date of this Agreement, the Property and the proposed development thereof complies with the Wetland Conservation Act.
- 15.7. Environmental Laws. To the best of the Developer's knowledge, as of the date of this Agreement, the Developer is not in violation of any local, state, or federal environmental law, regulation, or review procedure, which would give any person a valid claim under the Minnesota Environmental Rights Act with respect to the Property.
16. DEFAULT. If the Developer, its successors or assigns breaches any of the covenants or agreements herein contained and any such breach remains uncured for more than 30 days after the City gives the Developer notice of the breach (unless another provision of this Agreement calls for a shorter cure period, in which case the shorter period shall apply), the City may draw and/or utilize the Security, or other surety funds to complete the Developer's obligations as set forth herein, and to the extent not satisfied from such funds, to bring legal action against the Developer to collect any sums due pursuant to this Agreement. In the event of an uncured breach, the Developer hereby grants the City and the City's employees, representatives, or agents the right to enter the Property to perform any act deemed necessary by the City to cure the Developer's breach. In addition to the above, the City may initiate any legal action allowed by law, including, but not limited to, injunctive relief for compliance with this Agreement.
17. NOTIFICATION INFORMATION. Any notice to the parties herein shall be deemed given or delivered if sent by certified mail addressed as follows or by email with a return receipt requested:

If to the City:

City of Waconia
201 South Vine Street
Waconia, MN 55387
Attn: Shane Fineran, City Administrator
Email: sfineran@waconia.org

If to the Developer:

Kwik Trip, Inc.
1626 Oak Street

La Crosse, WI 54603
Attn: Legal Department
Email: kklug@kwiktrip.com

18. MISCELLANEOUS.

- 18.1. Runs with the Property. The terms and conditions of this Agreement shall be binding on the parties hereto, their respective successors and assigns. The benefits and burdens of this Agreement run with the Property. Notwithstanding the foregoing, no conveyance of the Property or any part thereof shall relieve the Developer of its liability for full performance of this Agreement unless the City expressly releases the Developer in writing.
- 18.2. Recording. The City shall record this Agreement against the Property at the Developer's expense at the time of closing.
- 18.3. Compliance. Use of the Property shall be consistent and comply with federal, state, and local regulation.
- 18.4. Interest on Past Due Amounts. In addition to all other remedies available to the City under this Agreement, amounts owed the City and not paid when due shall accrue interest at the rate of 8% per annum from the date due until the date actually paid.
- 18.5. Construction of Agreement. This Agreement, the attached exhibits, the incorporated instruments pursuant to Section 1 of this Agreement and any addenda or amendments signed by the parties shall constitute the entire agreement between the parties, and they supersede any other written or oral agreements between the parties as it relates to the terms and obligations contained herein. The word "including" shall mean including without limitation. The parties intend that each representation, warranty, and covenant contained in this Agreement have independent significance. The captions used in this Agreement are for convenience only and do not constitute terms of the Agreement. Whenever required by the context of the Agreement, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neutral genders, and vice versa.
- 18.6. Warranty of Authority. The Developer warrants and guarantees it has the authority to enter into this Agreement and to make it a covenant on the Property binding all current and future owners. The Developer further warrants and guarantees there are no mortgages or other instruments containing a right of foreclosure recorded against the Property.
- 18.7. Attorneys' Fees. If either party brings a suit or action to enforce the terms of this Agreement, the non-prevailing party shall pay the prevailing party's reasonable attorneys' fees and legal costs.
- 18.8. Severability. If one or more of the provisions contained in this Agreement are found to be invalid, illegal, or unenforceable in any respect, the validity, legality and

enforceability of the remaining provisions, and any application thereof, shall not be affected or impaired.

- 18.9. Data Practices Compliance. The Developer will have access to data collected or maintained by the City to the extent necessary to perform the Developer's obligations under this Agreement. The Developer agrees to maintain all data obtained from the City, as it relates to the Municipal Improvements, in the same manner as the City is required to maintain the data under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 or other applicable law (the "Act"). The Developer will not release or disclose the contents of data classified as not public to any person except at the written direction of the City. Upon receipt of a request to obtain and/or review data as defined in the Act, the Developer will immediately notify the City. The City shall provide written direction to the Developer regarding the request within a reasonable time, not to exceed 10 days. The City agrees to indemnify, hold harmless and defend the Developer for any liability, expense, cost, damage, claim, and action, including reasonable attorneys' fees arising out of, or related to, the Developer complying with the City's direction. Subject to the above, the Developer agrees to defend and indemnify the City from any claim, liability, damage, or loss asserted against the City as a result of the Developer's failure to comply with the requirements of the Act. Upon termination and/or completion of this Agreement, the Developer agrees to return all data to the City, as requested by the City.
- 18.10. Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of Minnesota.
- 18.11. Time is of the Essence. Time is of the essence in the performance of the terms and obligations of this Agreement.
- 18.12. Survival. Any obligations in this Agreement to indemnify or hold another party harmless shall survive the expiration or earlier termination of this Agreement.
- 18.13. Modification. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party, and recorded with the Carver County Recorder's Office or Registrar of Titles.
- 18.14. Non-Waiver. The action or inaction of the City or the Developer shall not constitute a waiver or amendment of the provisions of this Agreement. The waiver by or the failure of the City or the Developer to enforce any particular section, portion, or requirement of this Agreement at any particular time shall not in any way constitute a waiver of any other section, provision, requirement, time element, or the right to enforce such provision at a subsequent time. To be binding, any amendments or waivers shall be in writing, signed by the parties, approved by written resolution of the City Council, and recorded with the Carver County Recorder's Office or Registrar of Titles. The City's or the Developer's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

18.15. Cumulative Rights. Each right, power, or remedy herein conferred upon the City or the Developer is cumulative and in addition to every other right, power, or remedy, express or implied, now or hereinafter arising, available to the City or the Developer, at law or in equity, or under any other agreement, and each and every right, power, and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City or the Developer and will not be a waiver of the right to exercise at any time thereafter any other right, power, or remedy.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.

[Signature pages follow.]

SIGNATURE PAGE - DEVELOPMENT AGREEMENT FOR KWIK TRIP PROJECT

CITY OF WACONIA

By: _____

Kent Bloudek

Its: Mayor

By: _____

Jacqueline Schulze

Its: City Clerk

STATE OF MINNESOTA)

)

COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Kent Bloudek, the Mayor, respectively, of the City of Waconia, a Minnesota municipal corporation under the laws of Minnesota, on behalf of the municipal corporation.

Notary Public

STATE OF MINNESOTA)

)

COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Jacqueline Schulze, the City Clerk, respectively, of the City of Waconia, a Minnesota municipal corporation under the laws of Minnesota, on behalf of the municipal corporation.

Notary Public

SIGNATURE PAGE - DEVELOPMENT AGREEMENT FOR KWIK TRIP PROJECT

KWIK TRIP, INC.

By: _____

Its: _____

STATE OF WISCONSIN)

COUNTY OF LA CROSSE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, the _____ of Kwik Trip, Inc., a Wisconsin corporation, for and on behalf of the company.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Lane L. Braaten – Community Development Director
City of Waconia
201 South Vine Street
Waconia, Minnesota 55387
(952) 442-3106

EXHIBIT A
Resolution

**CITY OF WACONIA
RESOLUTION 2021-243**

**RESOLUTION APPROVING SITE PLAN & DESIGN REVIEW FOR THE PROPERTY
LOCATED AT 1300 SPARROW ROAD**

WHEREAS, Shari Ahrens, Westwood, on behalf of Leah Berlin – Kwik Trip, Inc. (the “**Applicant**”), has submitted a Site Plan & Design Review plan set for the property located at 1300 Sparrow Road (the “**Property**”) pursuant to Section 900.12 of the City Zoning Code; and

WHEREAS, the subject parcel is identified as PID# 753160410; and

WHEREAS, the property is zoned for B-1, Highway Business District and is located within the Highway Design Standards District; and

WHEREAS, the Applicant is proposing to construct a freestanding Kwik Trip; and

WHEREAS, the City’s Planning Commission, at their regular meeting on October 7th, 2021, recommended approval of the Site Plan & Design Review application via a 5-0 vote with the following conditions:

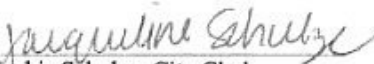
1. The proposed improvements shall be completed as approved and as conditionally revised by the Planning Commission and the City Council.
2. All applicable permits are applied for by the applicant with all supporting documentation and issued prior to the start of construction.
3. The applicant shall work with the City Engineer and Public Services Director to revise the grading, drainage, and utility information to the satisfaction of the City prior to any work commencing on site.
4. The applicant shall provide the City with an escrow or letter of credit to guarantee the proper installation and growth of the approved landscape plan. The escrow or letter of credit shall be submitted by the developer prior to obtaining a building permit that is equal to the amount of the required landscaping to be installed. The escrow or letter of credit shall be held by the City and must cover one full calendar year subsequent to the installation of said landscaping and must be conditioned upon complete and satisfactory implementation of the approved landscape plan.
5. All indirect costs with the building permit, review, and final plans associated with engineering and administrative costs shall be paid by the applicant/owner.
6. The applicant shall comply with requirements stated in attachment #4 of the City Council staff report, Staff Review Comments with Applicant Responses. Additionally, the applicant shall comply with any further staff comments generated from the applicant responses.
7. City Public Services staff shall be notified upon landscape planting to note the quantity of plants, and initiation of the warranty period.
8. The applicant shall contact the City Community Development Department for a final site inspection when all conditions of approval regarding this application have been completed.
9. The applicant shall be required to plant 32 trees meeting the requirements of Section 900.07 – Landscaping and Fencing.

10. The applicant shall submit a plat/subdivision application in conformance with the proposed Site Plan and Section 1000 – Subdivision Ordinance.
11. A curb cut shall be required to be installed to access the vacant lot from the north access off of Hwy 10.
12. Coordination with Carver County in regard to County Road 10 access, pedestrian trail and potential improvements.
13. Coordination with Carver County shall be required based upon a comment letter dated October 1, 2021.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Waconia hereby approves the Site Plan & Design Review plan set submitted by Leah Berlin – Kwik Trip, Inc. for the property located at 1300 Sparrow Road subject to the conditions, findings and recommendations of the Planning Commission and staff stated above.

Adopted by the City Council of the City of Waconia this 18th day of October, 2021.


 Kent Bloudek, Mayor

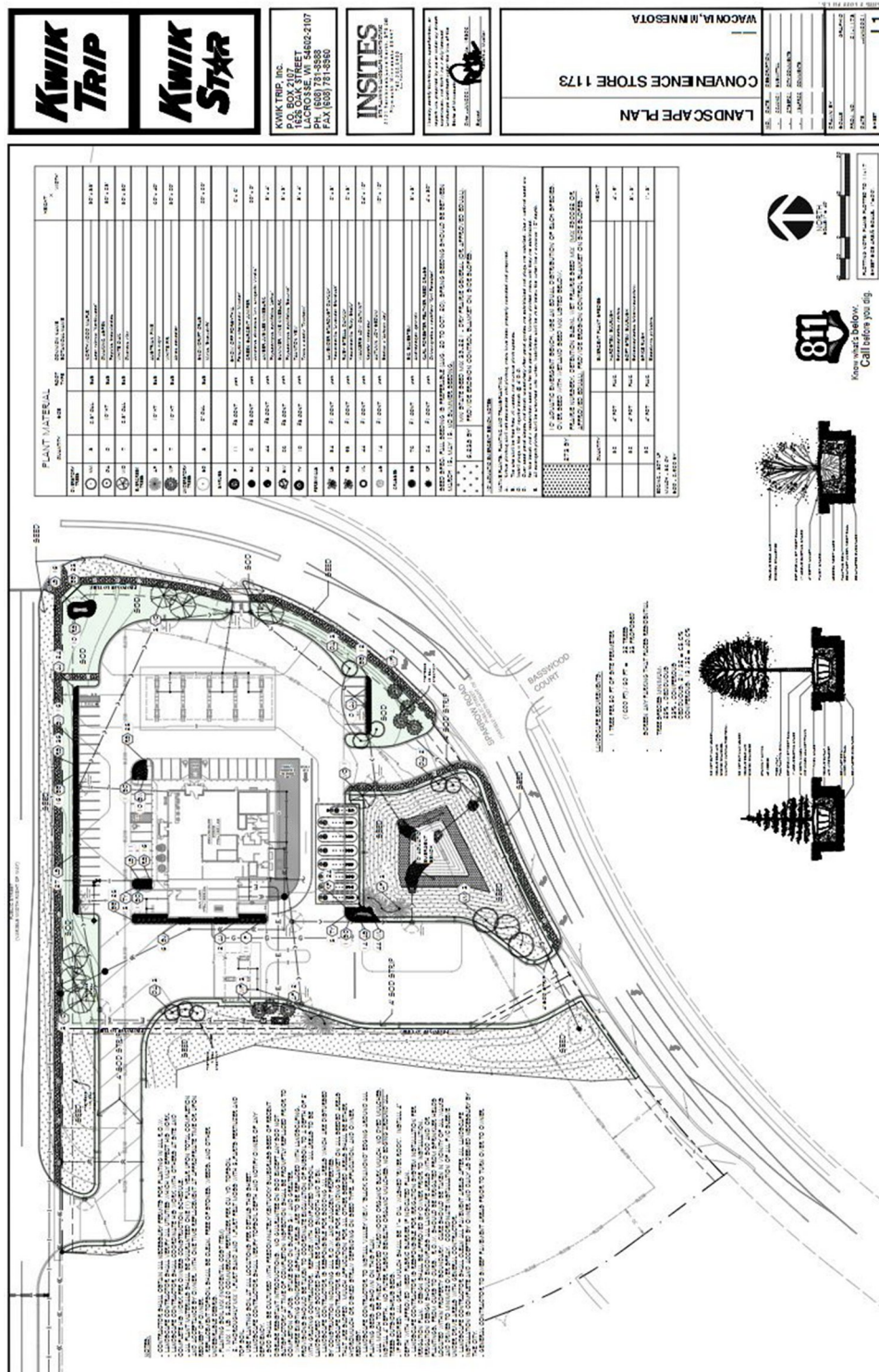
ATTEST: 
 Jackie Schulze, City Clerk

M/ Leo

S/ Pierson

Bloudek	<u>Aye</u>
Sorensen	<u>Aye</u>
Pierson	<u>Aye</u>
Leo	<u>Aye</u>
Waldron	<u>Aye</u>

Exhibit C



ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT, dated _____, 2022, by and between Kwik Trip, Inc., a Wisconsin corporation ("KTI") and the City of Waconia, a Minnesota municipal corporation ("City") for the purpose of ingress/egress. KTI and the City shall be collectively referred to herein as the "Parties". The following statements are a material part of this Agreement.

- A. KTI owns the real estate described on the attached Exhibit A ("KTI Property");
- B. The City owns the real estate described on the attached Exhibit B ("City Property");
- C. KTI is willing to grant the City easement rights of ingress and egress over that certain portion of the KTI Property legally described and shown on the attached Exhibit C ("KTI Cross Access Easement Property"), pursuant to the terms and conditions contained in this Agreement;
- D. The City is willing to grant KTI easement rights of ingress and egress over that certain portion of the City Property legally described and shown on the attached Exhibit D ("City Cross Access Easement Property"), pursuant to the terms and conditions contained in this Agreement; and
- E. The City is willing to grant KTI easement rights of ingress and egress over that certain portion of the City Property legally described and shown on the attached Exhibit E ("North Access Easement Property") pursuant to the terms and conditions contained in this Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, the following grants, agreements and covenants are made:

KTI CROSS ACCESS EASEMENT

KTI grants and conveys to the City, for the benefit of the City Property and the KTI Property a permanent non-exclusive easement for vehicular and pedestrian ingress and egress to and from its property, over, upon and across the KTI Cross Access Easement Property. Such use by the City of the KTI Cross Access Easement Property shall not unreasonably interfere with KTI's use and enjoyment of the KTI Property, including the KTI Cross Access Easement Property, and shall be in common with all other persons entitled to use the KTI Cross Access Easement Property.

CITY CROSS ACCESS EASEMENT

The City grants and conveys to KTI, for the benefit of the KTI Property and the City Property, a permanent non-exclusive easement for vehicular and pedestrian ingress and egress to and from its property, over, upon and across the City Cross Access Easement Property. Such use by KTI of the City Cross Access Easement Property shall not unreasonably interfere with the City's use and enjoyment of the City Property, including the City Cross Access Easement Property, and shall be in common with all other persons entitled to use the City Cross Access Easement Property.

NORTH ACCESS EASEMENT

The City grants and conveys to KTI, for the benefit of the KTI Property and the City Property, a permanent non-exclusive easement for vehicular and pedestrian ingress and egress to and from its property, over, upon and across the North Access Easement Property. Such use by KTI of the North Access Easement Property shall not unreasonably interfere with the City's use and enjoyment of the City Property, including the North Access Easement Property, and shall be in common with all other persons entitled to use the North Access Easement Property.

CONSTRUCTION AND MAINTENANCE OF THE KTI CROSS ACCESS EASEMENT PROPERTY AND THE CITY CROSS ACCESS EASEMENT PROPERTY

Construction of the KTI Cross Access Easement Property and the City Cross Access Easement Property shall be performed by KTI, at its sole expense, using construction standards and specifications approved by the City, which approval shall not be unreasonably withheld.

All future maintenance, repair, and reconstruction of driveways, sidewalks, and other improvements in the KTI Cross Access Easement Property and the City Cross Access Easement Property shall be performed by KTI at its sole expense. KTI shall keep all such improvements in good condition and repair and promptly clear snow, ice, and debris from driveways and sidewalks. In the event KTI neglects to so maintain and/or repair the KTI Cross Access Easement Property or the City Cross Access Easement Property, the City may provide written notice to KTI of the defective condition and if the defective condition is not cured within thirty (30) days from the date of KTI's receipt of such notice, the City may cure the defective condition, and KTI agrees to promptly reimburse the City for all expenses incurred by the City to cure the defective condition within thirty (30) days from receipt of an invoice for the expenses.

CONSTRUCTION AND MAINTENANCE OF THE NORTH ACCESS EASEMENT PROPERTY

Construction of the North Access Easement Property shall be performed by KTI at its sole expense, which shall include installation of light poles and electric within the North Access Easement Property. Such construction shall be performed by KTI using standards and specifications approved by the City, which approval shall not be unreasonably withheld.

All future maintenance, repair, and reconstruction of driveways, sidewalks, and other improvements in the North Access Easement Property shall be performed by KTI at its sole expense. KTI shall keep all such improvements in good condition and repair and promptly clear snow, ice, and debris from driveways and sidewalks. Notwithstanding the above, if the driveway, sidewalk, or other improvements on the North Access Easement Property require reconstruction, KTI shall perform the reconstruction and the City shall reimburse KTI for one-half (1/2) of such reconstruction cost. KTI shall provide the City with an itemized invoice for such costs after reconstruction has been completed and the City shall pay such invoice within thirty (30) days of receiving it. In the event KTI neglects to so maintain and/or repair the North Access Easement Property, the City may provide written notice to KTI of the defective condition and if the defective condition is not cured within thirty (30) days from the date of KTI's receipt of such notice, the City may cure the defective condition and KTI agrees to promptly reimburse the City for all expenses incurred by the City to cure the defective condition (or in the case of reconstruction of the west 60 feet, its one-half (1/2) share of the reconstruction expenses) within thirty (30) days from receipt of an invoice for the expenses.

INDEMNITY

Except as provided below, each party shall indemnify and defend and hold harmless the other Parties, their officers, agents and employees from all liability, suits, actions, claims, costs, damages, and expenses of every kind and description, including court costs and reasonable legal fees, for claims of any character, including liability and expenses in connection with the loss of life, personal injury, or damage to property, brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of the use of the KTI Cross Access Easement Property, the City Cross Access Easement Property, or the North Access Easement Property by such party or its agents, contractors, subcontractors, invitees, or employees. Notwithstanding any of the foregoing provisions to the contrary: i) a party shall have no obligation to indemnify, defend or hold the other Parties harmless from any liability, suits, actions, claims, costs, damages, or expenses, to the extent arising from the negligence or intentional misconduct of the other Parties; and ii) KTI shall indemnify, defend and hold harmless the other Parties, their officers, agents and employees from all liability, suits, actions, claims, costs, damages, and expenses of every kind and description, including court costs and reasonable legal fees, for claims of any character, including liability and expenses in connection with the loss of life, personal injury, or damage to property, brought because of any injuries or damages received or sustained by any person, persons, or

property on account of or arising out of KTI's construction, maintenance, repair, or reconstruction of the improvements for which KTI is responsible. Nothing herein waives the tort liability provisions applicable to the City pursuant to Minnesota Statutes, Chapter 466.

KTI shall defend, indemnify, and hold the other Parties harmless from and against any mechanic's, material men's, and/or laborer's liens arising out of KTI's construction, maintenance, repair, or reconstruction of the improvements for which KTI is responsible.

INSURANCE

Each party shall maintain commercial public liability insurance with commercially reasonable limits, but in no event less than one Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Each party shall provide a certificate of insurance evidencing such insurance to the other party upon request.

WARRANTIES OF TITLE

KTI warrants that it has good and indefeasible fee simple title to the KTI Property and that KTI has the full right and lawful authority to grant the easements granted by KTI in this agreement.

The City warrants that it has good and indefeasible fee simple title to the City Property and that the City has the full right and lawful authority to grant the easement granted by the City in this agreement.

INAPPLICABILITY OF MCIOA

This agreement creates rights with respect to access and parking. The Parties do not intend or elect to have any property governed by the Minnesota Common Interest Ownership Act ("MCIOA"), Minnesota Statutes Chapter 515B. Accordingly, the terms and provisions of MCIOA shall have no applicability to any property described herein.

RUNNING OF BENEFITS

All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, assigns, licensees, invitees, successors, tenants, employees and personal representatives of the owners of their respective properties. As such, after execution of this agreement references herein to "KTI" shall be deemed to refer to the then current fee title owner of the KTI Property and references herein to the "City" shall be deemed to refer to the then current owner of the City Property. Any party conveying its entire fee title interest in property covered by this agreement shall be released from obligations and liability arising after conveyance.

[Access Easement – KTI Signature Page]

KWIK TRIP, INC.

By: _____

Its: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF LA CROSSE)

This instrument was acknowledged before me on _____, 2022 by _____,
the _____ of Kwik Trip, Inc., a Wisconsin corporation.

Dated this _____ day of _____, 2022.

Notary Public
State of Wisconsin, County of La Crosse
My Commission: _____

[Access Easement – City Signature Page]

CITY OF WACONIA

By: _____
Kent Bloudek
Its: Mayor

By: _____
Jacqueline Schulze
Its: City Clerk

STATE OF MINNESOTA)
)
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Kent Bloudek, the Mayor, respectively, of the City of Waconia, a Minnesota municipal corporation under the laws of Minnesota, on behalf of the municipal corporation.

Notary Public

STATE OF MINNESOTA)
)
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Jacqueline Schulze, the City Clerk, respectively, of the City of Waconia, a Minnesota municipal corporation under the laws of Minnesota, on behalf of the municipal corporation.

Notary Public

This document was drafted by:
Thomas E. Reinhart, Attorney at Law
P. O. Box 2107, La Crosse, WI 54602-2107

EXHIBIT A

KTI PROPERTY

Lot 1, Block 1, KWIK TRIP 1173, Carver County, Minnesota.

EXHIBIT B

CITY PROPERTY

Outlot A, KWIK TRIP 1173, Carver County, Minnesota.

EXHIBIT C

KTI CROSS ACCESS EASEMENT PROPERTY

EXHIBIT D

CITY CROSS ACCESS EASEMENT PROPERTY

EXHIBIT E
NORTH ACCESS EASEMENT PROPERTY



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		September 6, 2022					
Item Name:		Donation Acceptance - Cash Donations for Adaptive Playground Equipment					
Originating Department:		Finance					
Presented by:		Nicole Meyer					
Previous Council Action (if any):		Motion Designating the City as a Fiscal Host for Donations for Playground Equipment - Approved April 3, 2017					
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 2022-240, Accepting Cash Donation for Adaptive Playground Equipment							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The City of Waconia received additional cash donations for the adaptive playground equipment. The following donations were posted to the City's PIR capital fund. The donations will be recognized as donation revenue designated for this specific project. Lacey Shaw - \$20.00 To date, the City has received \$307,822.21 towards the purchase of adaptive playground equipment in donations. This includes cash donations made to the City, the City's Go Fund Me site, Special Olympics of Minnesota Polar Plunge Events, and the 2019 and 2020 Swing for the Kids events. As additional donations are received, staff will have the City Council accept them and acknowledge donations with a receipt.							
Attachments:							
1. 22240res Donations_Received_Donations_for_Playground_09.06.22_Res.doc							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
PIR Capital Project Fund							
Budget Information:				Planning Commission			
☒ Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2022-240**

**RESOLUTION ACCEPTING CASH DONATIONS FOR ADAPTIVE PLAYGROUND
EQUIPMENT**

WHEREAS, the City of Waconia is generally authorized to accept contributions of real and personal property pursuant to Minnesota Statutes Sections 412.21 and 465.03 for the benefit of its citizens and is specifically authorized to accept gifts and requests for the benefit of facilities, services and the development of programs to benefit residents pursuant to Minnesota Statutes Section 471.17; and

WHEREAS, the following persons and/or entities have offered to contribute the items set forth below to the City:

<u>Name of Donor</u>	<u>Item</u>	<u>Value</u>
Lacey Shaw	Cash	\$20.00

WHEREAS, these donations have been contributed for the benefit of residents within the City's corporate limits either alone or in cooperation with others, as allowed by law; and

WHEREAS, the City Council hereby finds that it is appropriate to accept the contributions offered.

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

1. The contribution described above is hereby accepted and acknowledged with gratitude.
2. Said contribution shall be used for the designated purposes of adaptive playground equipment.
3. That the Finance Director is hereby directed to issue receipts to the donor acknowledging the City's receipt of the donor's contribution.

Adopted by the City Council of the City of Waconia this 6th day of September, 2022.

Kent Bloudek, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		September 6, 2022					
Item Name:		Donation Acceptance - Cash Donation for Operations of the Fire Department					
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 2022-241, Accepting Cash Donations for Operations of the Fire Department							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Fire department staff completed smoke detector checks for Green Meadows townhome development residents. The residents were appreciative of the departments efforts in fire prevention. The following donation was received for operations of the fire department: Nancy Janski - \$25.00 Anonymous - \$20.00 With the Council's acceptance of the donation, staff will recognize the donation as revenue in the fire department's 2022 budget. <u>Attachments:</u> 1. 22241res_Donations_Received_Fire_09.06.22.doc							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
General Fund - Fire (101)							
Budget Information:				Planning Commission			
_____ Budgeted				Parks and Recreation Board			
<u> X </u> Non Budgeted				Safari Island Advisory Board			
_____ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2022-241**

**RESOLUTION ACCEPTING CASH DONATION FOR OPERATIONS OF THE FIRE
DEPARTMENT**

WHEREAS, the City of Waconia is generally authorized to accept contributions of real and personal property pursuant to Minnesota Statutes Sections 412.21 and 465.03 for the benefit of its citizens and is specifically authorized to accept gifts and requests for the benefit of facilities, services and the development of programs to benefit residents pursuant to Minnesota Statutes Section 471.17; and

WHEREAS, the following persons and/or entities have offered to contribute the items set forth below to the City:

<u>Name of Donor</u>	<u>Item</u>	<u>Value</u>
Nancy Janski	Cash	\$25.00
Anonymous	Cash	\$20.00

WHEREAS, these donations have been contributed for the benefit of residents within the City's corporate limits either alone or in cooperation with others, as allowed by law; and

WHEREAS, the City Council hereby finds that it is appropriate to accept the contributions offered.

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

1. The contribution described above is hereby accepted and acknowledged with gratitude.
2. Said contribution shall be used for the designated purposes.
3. That the Finance Director is hereby directed to issue receipts to the donor acknowledging the City's receipt of the donor's contribution.

Adopted by the City Council of the City of Waconia this 6th day of September, 2022.

Kent Bloudek, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		September 6, 2022					
Item Name:		Probationary Firefighter to Active Firefighter Status					
Originating Department:		Administration					
Presented by:		Jackie Schulze					
Previous Council Action (if any):		August 2, 2021: Resolution 2021-184: Authorize Hire of Probationary Firefighters					
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 2022-242, Appointing Probationary Firefighters to Active Status							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Last August, seven firefighters were hired as probationary firefighters. As these firefighters progress through their first 12-18 months, they are expected to pass Firefighter I, Firefighter II, and EMT. The following probationary firefighters have recently obtained their EMT, and are now eligible to serve as Active Firefighters: • Mickey Lair • Jacob Nelson • Zach Petersen The additional probationary firefighters are currently still testing or awaiting results on their EMT.							
Attachments:							
1. 22242res Active_FF_Status_-_Resolution_final.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. 2022-242**

**RESOLUTION APPROVING
ACTIVE FIREFIGHTER STATUS
TO
PROBATIONARY FIREFIGHTERS**

WHEREAS, the City of Waconia hired a large group of firefighters in 2021; and

WHEREAS, three of those probationary firefighters have now successfully completed Firefighter I, Firefighter II, and EMT; and

WHEREAS, they are now eligible to move off of probationary status; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby approves Mickey Lair, Jacob Nelson, and Zach Petersen as active firefighters.

Adopted by the City Council of the City of Waconia this 6th day of September, 2022.

Kent Bloudek, Mayor

Attest: _____
Jackie Schulze, City Clerk

M/	_____		
S/	_____	Bloudek	_____
		Sorensen	_____
		Leo	_____
		Waldron	_____



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		September 6, 2022					
Item Name:		New Firefighter Oath & Badge Pinning					
Originating Department:		Fire					
Presented by:		Justin Sorensen					
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>							
Public swearing in ceremony and badge pinning of firefighters from 2021 firefighter class.							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Firefighters Mickey Lair, Jacob Nelson, and Zach Petersen have completed their probationary firefighter period and have been assigned the position of Active Firefighter on the consent agenda of tonight's meeting. With them meeting the requirements of Active Firefighter, we would like to formally recognize their addition to our Fire Department with a formal swearing in and badge pinning. We request that Mayor Kent Bloudek swear the new firefighters in and allow their person(s) of choice to pin their badge and formally welcome them as active members to the department.							
Attachments:							
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:	September 6, 2022
Item Name:	Acceptance of Bids for Fire Station Construction
Originating Department:	Fire
Presented by:	Shane Fineran
Previous Council Action (if any):	April 19, 2021: Resolution 2021-110 - Resolution Authorizing BKV Architects to Conduct Spaces/Needs/Location Study for Future Fire Station October 4, 2021: Resolution 2021- 236 - Accepting Spaces/Needs/Location Study for Future Fire Station and Authorizing Site and Schematic Design Phase January 18, 2022: Resolution 2022-034 - Approving Contract with Kraus-Anderson for Construction Management Advisor Services January 18, 2022: Resolution 2022-035 - Approving Contract with BKV Group Inc. for Architect Services (Design Development) July 18, 2022: Resolution 2022-203 - Resolution Authorizing Bids for Construction of New Fire Station to be located at 10451 10th Street E.

Item Type (X only one):	Consent		Regular Session		Discussion Session	X
--------------------------------	---------	--	-----------------	--	--------------------	---

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

Adopt Resolution 2022-243 Accepting Bids for Fire Station Project

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

On July 18, 2022, the City Council adopted Resolution 2022-203 authorizing the bids for construction of the new fire station. A public bid opening took place on August 18, 2022 where over 125 bids were received for 27 work scopes. Kraus-Anderson has verified bidders and submitted the lowest responsible bidders and their total bid amount for all work scopes.

All bid documents are attached, as well as a budget break down, including soft-costs and contingencies, for a total project cost of \$14,500,000. Due to the lead-times for procurement of materials, construction is not expected to begin on this project until summer of 2023.

Kraus-Anderson will be in attendance to review bids and answer any questions from the City Council.

Attachments:

1. [22243res 2022_Fire_Station_Bid_Approval.doc](#)
2. [WFS Award Recommendation Letter.pdf](#)
3. [WFS Bid Tabs.pdf](#)
4. [Waconia Fire Station Overall Budget 08.29.22.pdf](#)

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

**CITY OF WACONIA
RESOLUTION NO. 2022-243**

**RESOLUTION AUTHORIZING APPROVAL OF BIDS FOR
FIRE STATION CONSTRUCTION**

WHEREAS, City staff and the City Council have been working on the new fire station construction for the past 18 months;

WHEREAS, the City Council authorized bids for the construction of the new fire station on July 18, 2022; and

WHEREAS, a public bid opening took place on August 18, 2022 in the City Council Chambers; and

WHEREAS, bids were received, compiled, and verified by Construction Manager Kraus-Anderson; and

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of bids for the fire station project for a construction total of \$11,584,595.00 and project total of \$14,500,000.

Adopted by the City Council of the City of Waconia this 6th day of September, 2022.

Kent Bloudek, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator



August 23, 2022

Mr. Shane Fineran
City of Waconia
201 S Vine Street
Waconia, MN 55387

RE: **Waconia New Fire Station
Contract Recommendations and Award Letter**

Dear Mr. Fineran:

This letter is concerning the contract awards for the above referenced project that was bid on August, 18, 2022.

Kraus-Anderson has verified bidders and we submit the following lowest responsible bidders and their total bid amount for all Work Scopes.

Work Scope		Contractor, City, State	Bid Amount	
WS 01J	Final Cleaning	Prime Construction Solutions Bloomington, MN	Base Bid:	\$28,000.00
WS 03A	Concrete & Masonry	Ebert, Inc. dba Ebert Construction Corcoran, MN	Base Bid:	\$1,277,000.00
WS 03B	Precast Structural Concrete	Wells Concrete Products Wells, MN	Base Bid:	\$1,554,400.00
WS 03D	Specialty Finished Concrete	Quality Cleaning, Inc. Ham Lake, MN	Base Bid:	\$24,880.00
WS 05A	Structural Steel – Material Only	Ben's Structural Fabrication, Inc. Waite Park, MN	Base Bid:	\$562,000.00
WS 05B	Structural Steel – Erection	A.M.E. Construction Corp. Wayzata MN	Base Bid:	\$142,300.00
WS 06A	Carpentry	Ebert, Inc. dba Construction Company Corcoran, MN	Base Bid:	\$687,700.00
WS 07A	Metal Panels	Central Roofing Company Minneapolis, MN	Base Bid:	\$181,000.00
WS 07H	Roofing	Berwald Roofing Company, Inc. North St. Paul, MN	Base Bid:	\$670,470.00
WS 07L	Interior Sealant	Right Way Caulking, Inc. Fridley, MN 55432	Base Bid:	\$32,200.00
WS 08A	Doors, Frames, & HDWE	Kendell Door & Hardware, Inc. Mendota Heights, MN	Base Bid:	\$208,989.00

WS 08D	Specialty Doors	Yale Mechanical, LLC Bloomington, MN 55420	Base Bid::	\$330,600.00
WS 08F	Exterior Glass & Glazing	Ford Metro Inc. Rochester, MN	Base Bid:	\$230,600.00
WS 09A	Drywall	RTL Construction Shakopee, MN	Base Bid:	\$409,929.00
WS 09B	Tile	Super Set Tile & Stone Inc. Plymouth, MN	Base Bid:	\$129,000.00
WS 09C	Ceilings & Acoustical Treatments	Twin City Acoustic, Inc. New Hope, MN 55428	Base Bid:	\$83,700.00
WS 09D	Flooring	MCI, Inc. dba Multiple Concepts Interiors, Inc. Waite Park, MN	Base Bid:	\$82,600.00
WS 09K	Painting	Wasche Commercial Finishes, Inc. East Bethel, MN	Base Bid:	\$117,470.00
WS 21A	Fire Suppression	Summit Fire Protection Co. Waite Park, MN	Base Bid:	\$123,600.00
WS 22A	Plumbing	Gag Sheet Metal, Inc. New Ulm, MN	Base Bid:	\$611,514.00
WS 23A	HVAC	Sentra-Sota Sheet Metal, Inc. Waite Park, MN	Base Bid:	\$1,239,900.00
WS 26A	Electrical	Electrical Production Services, Inc. Chaska, MN	Base Bid:	\$1,178,720.00
WS 31A	Earthwork & Site Utilities	Parker Contracting, LLC Minneapolis, MN	Base Bid:	\$928,143.00
WS 32A	Asphalt Paving	Northwest Asphalt, Inc. Shakopee, MN	Base Bid:	\$194,700.00
WS 32B	Concrete Paving	Ebert, Inc. dba Ebert Construction Corcoran, MN	Base Bid:	\$443,000.00
WS 32D	Site Fence	Century Fence Company Forest Lake, MN	Base Bid:	\$33,050.00
WS 32F	Irrigation & Landscape	Peterson Companies, Inc. Chisago City, MN	Base Bid:	\$79,130.00

Total Contract Amount: \$11,584,595.00

We have attached the Bid Tabulation sheets that reflect the bids received.

If you have any questions regarding this information, please do not hesitate to contact me at (651) 447-3247.

Very truly yours,
KRAUS-ANDERSON® CONSTRUCTION COMPANY



Dale Sonnichsen
Project Manager

DS/lf

Attachments

WACONIA NEW FIRE STATION

BID TABULATIONS

Thursday, August 18, 2022 @ 2:00

WS 01J Final Cleaning

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Prime Construction Solutions	Nice & Clean Co.				
BID SECURITY	Check	Check				
ADDENDA REC'D.	2	1				
BASE BID	\$28,000.00	\$30,000.00				
COMBINED BASE BID						
ALT #1 ADD EREZ-1						
ALT #2 ADD SNOW MELT						
ALT #3 ADD FOUR-FOLD DOORS						
ALT #4 ADD BIT PAVEMENT						
ALT #5 DEDUCT FENCE & GATE						

WACONIA NEW FIRE STATION

BID TABULATIONS

Thursday, August 18, 2022 @ 2:00

WS 03A Combined Concrete & Masonry

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Ebert, Inc	Thompson Construction of Princeton	Dayco Concrete Company, Inc.	Northland Concrete & Masonry Company LLC	Del's Construction Company, Inc.	Hollenbeck & Nelson, Inc.
BID SECURITY	Yes	Yes	Yes	Yes	Yes	Yes
ADDENDA REC'D.	2	2	2	2	2	2
BASE BID	\$1,277,000.00	\$1,287,585.00	\$1,448,750.00	\$1,489,700.00	\$1,510,000.00	\$1,520,200.00
COMBINED BASE BID						
ALT #1 ADD EREZ-1	(\$2,500.00)	(\$15,000.00)	(\$8,600.00)	(\$6,500.00)	(\$4,000.00)	(\$4,000.00)
ALT #2 ADD SNOW MELT	\$700.00	\$750.00		\$45,900.00		\$2,200.00
ALT #3 ADD FOUR- FOLD DOORS						
ALT #4 ADD BIT PAVEMENT						
ALT #5 DEDUCT FENCE & GATE						

WACONIA NEW FIRE STATION

BID TABULATIONS

Thursday, August 18, 2022 @ 2:00

WS 03A Combined Concrete & Masonry

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	B&D Associates, LLC	Ultra Concrete, LLC	Axel H. Ohman, Inc.	Gresser Companies, Inc.		
BID SECURITY	Yes	Yes	Yes	Yes		
ADDENDA REC'D.	2	2	2	2		
BASE BID	\$1,524,300.00	\$1,552,301.00	\$1,599,000.00	\$1,899,000.00		
COMBINED BASE BID		WS 03A & WS 32B \$2,015,296.00				
ALT #1 ADD EREZ-1	(\$5,000.00)	(\$4,000.00)				
ALT #2 ADD SNOW MELT						
ALT #3 ADD FOUR- FOLD DOORS						
ALT #4 ADD BIT PAVEMENT						
ALT #5 DEDUCT FENCE & GATE						

WACONIA NEW FIRE STATION

BID TABULATIONS

Thursday, August 18, 2022 @ 2:00

WS 03B Structural Precast Concrete

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Wells Concrete Products Co.	Taracon Precast, LLC				
BID SECURITY	Yes	Yes				
ADDENDA REC'D.	2	2				
BASE BID	\$1,554,400.00	\$1,886,423.00				
COMBINED BASE BID						
ALT #1 ADD EREZ-1						
ALT #2 ADD SNOW MELT						
ALT #3 ADD FOUR-FOLD DOORS						
ALT #4 ADD BIT PAVEMENT						
ALT #5 DEDUCT FENCE & GATE						

WACONIA NEW FIRE STATION

BID TABULATIONS

Thursday, August 18, 2022 @ 2:00

WS 03D Specialty Finished Concrete

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Quality Cleaning , Inc.	Wasche Commercial Finishes, Inc.	Mavo Systems, Inc.			
BID SECURITY	Yes	Yes	Yes			
ADDENDA REC'D.	2	2	2			
BASE BID	\$24,880.00	\$32,970.00	\$38,400.00			
COMBINED BASE BID		WS 03D & WS 09K \$150,440.00				
ALT #1 ADD EREZ-1						
ALT #2 ADD SNOW MELT						
ALT #3 ADD FOUR- FOLD DOORS						
ALT #4 ADD BIT PAVEMENT						
ALT #5 DEDUCT FENCE & GATE						

WACONIA NEW FIRE STATION

BID TABULATIONS

Thursday, August 18, 2022 @ 2:00

OWNER: City of Waconia

ARCHITECT: BKV Group

WS 05A Structural Steel - Material Only

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Ben's Structural Fabricating, Inc.	JRK Steel, Inc.	True Steel LLC	American Structural Metals, Inc.		
BID SECURITY	Yes	Yes	Yes	Yes		
ADDENDA REC'D.	2	2	2	2		
BASE BID	\$562,000.00	\$576,300.00	\$720,000.00	\$763,263.00		
COMBINED BASE BID						
ALT #1 ADD EREZ-1						
ALT #2 ADD SNOW MELT						
ALT #3 ADD FOUR- FOLD DOORS						
ALT #4 ADD BIT PAVEMENT						
ALT #5 DEDUCT FENCE & GATE						

WACONIA NEW FIRE STATION

BID TABULATIONS

Thursday, August 18, 2022 @ 2:00

WS 05B Steel Erection

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	A.M.E. Construction Corp	Red Cedar Steel Erectors, Inc.	KMH Erectors, Inc.	Spartan Steel Erectors, Inc.	Sowles Co.	
BID SECURITY	Yes	Yes	Yes	Yes	Yes	
ADDENDA REC'D.	2	2	2	2	2	
BASE BID	\$142,300.00	\$188,940.00	\$208,000.00	\$275,000.00	\$320,000.00	
COMBINED BASE BID						
ALT #1 ADD EREZ-1						
ALT #2 ADD SNOW MELT						
ALT #3 ADD FOUR-FOLD DOORS						
ALT #4 ADD BIT PAVEMENT						
ALT #5 DEDUCT FENCE & GATE						

WACONIA NEW FIRE STATION

BID TABULATIONS

Thursday, August 18, 2022 @ 2:00

WS 06A Carpentry

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Ebert, Inc.	Century Construction Company	Kellington Construction, Inc.	Tekton Construction Company	Del's Construction Company, Inc.	
BID SECURITY	Yes	Yes	Yes	Yes	Yes	
ADDENDA REC'D.	2	2	2	2	2	
BASE BID	\$687,700.00	\$740,000.00	\$756,000.00	\$776,000.00	\$869,000.00	
COMBINED BASE BID						
ALT #1 ADD EREZ-1						
ALT #2 ADD SNOW MELT						
ALT #3 ADD FOUR-FOLD DOORS						
ALT #4 ADD BIT PAVEMENT						
ALT #5 DEDUCT FENCE & GATE						

WACONIA NEW FIRE STATION

BID TABULATIONS

Thursday, August 18, 2022 @ 2:00

OWNER: City of Waconia

ARCHITECT: BKV Group

WS 07F Wall Panels

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Specialty Systems, Inc.	Central Roofing Company	Nordstrom Architectural Sheet Metal	Architectural Panel System, Inc.	Kato Roofing, Inc.	
BID SECURITY	Yes	Yes	Yes	Check	Yes	
ADDENDA REC'D.	2	2	2	2	2	
BASE BID	\$95,700.00	\$181,000.00	\$181,702.00	\$184,000.00	\$321,287.00	
COMBINED BASE BID					WS 07F & WS 07H \$1,505,716.00	
ALT #1 ADD EREZ-1						
ALT #2 ADD SNOW MELT						
ALT #3 ADD FOUR-FOLD DOORS						
ALT #4 ADD BIT PAVEMENT						
ALT #5 DEDUCT FENCE & GATE						

WACONIA NEW FIRE STATION

BID TABULATIONS

Thursday, August 18, 2022 @ 2:00

OWNER: City of Waconia

ARCHITECT: BKV Group

WS 07H Roofing

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Berwald Roofing Company, Inc.	Central Roofing Company	B & B Sheet Metal and Roofing, Inc.	John A Dalsin & Son, Inc.	Kato Roofing	
BID SECURITY	Yes	Yes	Yes	Yes	Yes	
ADDENDA REC'D.	2	2	2	2	2	
BASE BID	\$670,470.00	\$804,370.00	\$838,200.00	\$923,212.00	\$1,184,429.00	
COMBINED BASE BID		WS 07F & WS 07H \$975, 000.00			WS 07F & WS 07H \$1,505,716.00	
ALT #1 ADD EREZ-1						
ALT #2 ADD SNOW MELT						
ALT #3 ADD FOUR- FOLD DOORS						
ALT #4 ADD BIT PAVEMENT						
ALT #5 DEDUCT FENCE & GATE						

WACONIA NEW FIRE STATION

BID TABULATIONS

Thursday, August 18, 2022 @ 2:00

WS 07L Interior Sealant

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Right Way Caulking, Inc.	Dziedzic Caulking, Inc.	Carciofini Company			
BID SECURITY	Yes	Yes	Yes			
ADDENDA REC'D.	2	2	2			
BASE BID	\$32,200.00	\$34,549.00	\$39,105.00			
COMBINED BASE BID						
ALT #1 ADD EREZ-1	(\$3,600.00)					
ALT #2 ADD SNOW MELT						
ALT #3 ADD FOUR-FOLD DOORS						
ALT #4 ADD BIT PAVEMENT						
ALT #5 DEDUCT FENCE & GATE						

WACONIA NEW FIRE STATION

BID TABULATIONS

Thursday, August 18, 2022 @ 2:00

WS 08A Doors, Frames, HDWE

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Kendell Door & Hardware, LLC	LaForce, LLC				
BID SECURITY	Yes	Yes				
ADDENDA REC'D.	2	2				
BASE BID	\$208,989.00	\$224,693.00				
COMBINED BASE BID						
ALT #1 ADD EREZ-1						
ALT #2 ADD SNOW MELT						
ALT #3 ADD FOUR-FOLD DOORS						
ALT #4 ADD BIT PAVEMENT						
ALT #5 DEDUCT FENCE & GATE						

WACONIA NEW FIRE STATION

BID TABULATIONS

Thursday, August 18, 2022 @ 2:00

WS 08D Specialty Doors

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Yale Mechanical, LLC	Crawford Door Sales Company Twin Cities, Inc.				
BID SECURITY	Yes	Yes				
ADDENDA REC'D.	2	2				
BASE BID	\$330,600.00	\$367,931.00				
COMBINED BASE BID						
ALT #1 ADD EREZ-1						
ALT #2 ADD SNOW MELT						
ALT #3 ADD FOUR- FOLD DOORS	\$214,110.00	\$215,575.00				
ALT #4 ADD BIT PAVEMENT						
ALT #5 DEDUCT FENCE & GATE						

WACONIA NEW FIRE STATION

BID TABULATIONS

Thursday, August 18, 2022 @ 2:00

WS 08F Exterior Glass & Glazing

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Ford Metro, Inc.	United Glass, Inc.	Minneapolis Glass Company	MT Contracting, Inc.	Northern Glass & Glazing, Inc.	Capital City Glass, Inc.
BID SECURITY	Yes	Yes	Yes	Yes	Yes	Yes
ADDENDA REC'D.	2	2	2	2	2	2
BASE BID	\$230,600.00	\$261,990.00	\$264,412.00	\$272,400.00	\$281,000.00	\$295,990.00
COMBINED BASE BID						
ALT #1 ADD EREZ-1						
ALT #2 ADD SNOW MELT						
ALT #3 ADD FOUR-FOLD DOORS						
ALT #4 ADD BIT PAVEMENT						
ALT #5 DEDUCT FENCE & GATE						

OWNER: City of Waconia

ARCHITECT: BKV Group

WS 09A Drywall

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	RTL Construction, Inc.	Niemela Design and Construction	Mulcahy Nickolaus, Inc.	Commercial Drywall, Inc.		
BID SECURITY	Yes	Yes	Yes	Yes		
ADDENDA REC'D.	2	2	2	2		
BASE BID	\$409,929.00	\$435,971.00	\$491,500.00	\$496,000.00		
COMBINED BASE BID						
ALT #1 ADD EREZ-1						
ALT #2 ADD SNOW MELT						
ALT #3 ADD FOUR-FOLD DOORS						
ALT #4 ADD BIT PAVEMENT						
ALT #5 DEDUCT FENCE & GATE						

WACONIA NEW FIRE STATION

BID TABULATIONS

Thursday, August 18, 2022 @ 2:00

OWNER: City of Waconia

ARCHITECT: BKV Group

WS 09B Tile

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Tim's Construction	Superset Tile & Stone, Inc.	Grazzini Brothers & Company	CD Tile & Stone, Inc.		
BID SECURITY	Check	Yes	Yes	Yes		
ADDENDA REC'D.	2	2	2	2		
BASE BID	\$91,467.00	\$129,000.00	\$151,360.00	\$151,800.00		
COMBINED BASE BID						
ALT #1 ADD EREZ-1						
ALT #2 ADD SNOW MELT						
ALT #3 ADD FOUR-FOLD DOORS						
ALT #4 ADD BIT PAVEMENT						
ALT #5 DEDUCT FENCE & GATE						

WACONIA NEW FIRE STATION

BID TABULATIONS

Thursday, August 18, 2022 @ 2:00

WS 09C Ceiling & Acoustical Treatment

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Twin City Acoustics, Inc.	Architectural Sales of MN, Inc.				
BID SECURITY	Yes	Yes				
ADDENDA REC'D.	2	2				
BASE BID	\$83,700.00	\$106,500.00				
COMBINED BASE BID						
ALT #1 ADD EREZ-1						
ALT #2 ADD SNOW MELT						
ALT #3 ADD FOUR-FOLD DOORS						
ALT #4 ADD BIT PAVEMENT						
ALT #5 DEDUCT FENCE & GATE						

WACONIA NEW FIRE STATION

BID TABULATIONS

Thursday, August 18, 2022 @ 2:00

WS 09D Flooring

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	MCI, Inc.	Grazzini Brothers & Company	Floors by Beckers, LLC	Superset Tile & Stone, Inc.		
BID SECURITY	Yes	Yes	Yes	Yes		
ADDENDA REC'D.	2	2	2	2		
BASE BID	\$82,600.00	\$86,875.00	\$89,303.00	\$96,000.00		
COMBINED BASE BID						
ALT #1 ADD EREZ-1						
ALT #2 ADD SNOW MELT						
ALT #3 ADD FOUR-FOLD DOORS						
ALT #4 ADD BIT PAVEMENT						
ALT #5 DEDUCT FENCE & GATE						

WACONIA NEW FIRE STATION

BID TABULATIONS

Thursday, August 18, 2022 @ 2:00

WS 09H Fluid Applied Flooring

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Washe Commerical Finishes, Inc.	Quality Cleaning, Inc.	Grazzini Brothers & Company			
BID SECURITY	Yes	Yes	Yes			
ADDENDA REC'D.	2	2	2			
BASE BID						
COMBINED BASE BID						
ALT #1 ADD EREZ-1	\$90,500.00	\$102,685.00	\$227,400.00			
ALT #2 ADD SNOW MELT						
ALT #3 ADD FOUR- FOLD DOORS						
ALT #4 ADD BIT PAVEMENT						
ALT #5 DEDUCT FENCE & GATE						

WACONIA NEW FIRE STATION

BID TABULATIONS

Thursday, August 18, 2022 @ 2:00

WS 09K Painting & Wall Covering

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Wasche Commercial Finishes, Inc.	Fransen Decorating, Inc.	Steinbrecher Painting Company	Swanson & Youngdale, Inc.	Superior Painting & Decorating, Inc.	
BID SECURITY	Yes	Yes	Yes	Yes	Yes	
ADDENDA REC'D.	2	2	2	2	2	
BASE BID	\$32,970.00	\$140,186.00	\$144,700.00	\$153,530.00	\$171,500.00	
COMBINED BASE BID	WS 03D & WS 09K \$150,440.00					
ALT #1 ADD EREZ-1						
ALT #2 ADD SNOW MELT						
ALT #3 ADD FOUR- FOLD DOORS					\$3,545.00	
ALT #4 ADD BIT PAVEMENT						
ALT #5 DEDUCT FENCE & GATE						

WACONIA NEW FIRE STATION

BID TABULATIONS

Thursday, August 18, 2022 @ 2:00

WS 21A Fire Suppression

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Summit Fire Protection Co.	NOVA Fire Protection, Inc.	Total Fire Protection, Inc.			
BID SECURITY	Yes	Yes	Yes			
ADDENDA REC'D.	2	2	2			
BASE BID	\$123,600.00	\$194,600.00	\$235,000.00			
COMBINED BASE BID						
ALT #1 ADD EREZ-1						
ALT #2 ADD SNOW MELT						
ALT #3 ADD FOUR-FOLD DOORS						
ALT #4 ADD BIT PAVEMENT						
ALT #5 DEDUCT FENCE & GATE						

WACONIA NEW FIRE STATION

BID TABULATIONS

Thursday, August 18, 2022 @ 2:00

OWNER: City of Waconia

ARCHITECT: BKV Group

WS 22A Plumbing

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Gag Sheet Metal, Inc.	Falcon Mechanical, Inc.	Yale Mechanical, LLC	El-Jay Plumbing & Heating, Inc.	Klamm Mechanical Contractors, Inc.	Weidner Plumbing and Heating Co.
BID SECURITY	Yes	Yes	Yes	Yes	Yes	Yes
ADDENDA REC'D.	2	2	2	2	2	2
BASE BID	\$611,514.00	\$633,300.00	\$687,000.00	\$700,000.00	\$760,500.00	\$792,000.00
COMBINED BASE BID					WS 22A & WS 23A \$2,2500.00	
ALT #1 ADD EREZ-1						
ALT #2 ADD SNOW MELT						
ALT #3 ADD FOUR-FOLD DOORS						
ALT #4 ADD BIT PAVEMENT						
ALT #5 DEDUCT FENCE & GATE						

WACONIA NEW FIRE STATION

BID TABULATIONS

Thursday, August 18, 2022 @ 2:00

WS 22A Plumbing

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Peterson Sheet Metal, Inc.	R.J. Mechanical, Inc.				
BID SECURITY	Yes	Yes				
ADDENDA REC'D.	2	2				
BASE BID	\$0.00	\$0.00				
COMBINED BASE BID	WS 22A & WS 23A \$1,253,000	WS 22A & WS 23A \$2,120,000				
ALT #1 ADD EREZ-1						
ALT #2 ADD SNOW MELT		\$22,800.00				
ALT #3 ADD FOUR-FOLD DOORS						
ALT #4 ADD BIT PAVEMENT						
ALT #5 DEDUCT FENCE & GATE						

WACONIA NEW FIRE STATION

BID TABULATIONS

Thursday, August 18, 2022 @ 2:00

OWNER: City of Waconia

ARCHITECT: BKV Group

WS 23A HVAC

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Sentra Sota Sheet Metal, Inc.	St. Cloud Refrigeration, Inc. dba SCR, Inc.	General Sheet Metal Company, LLC	Weidner Plumbing & Heating Co.	Chappel Central, Inc.	Yale Mechanical, LLC
BID SECURITY	Yes	Yes	Yes	Yes	Yes	Yes
ADDENDA REC'D.	2	2	2	2	2	2
BASE BID	\$1,239,900.00	\$1,277,000.00	\$1,307,363.00	\$1,332,000.00	\$1,345,000.00	\$1,490,000.00
COMBINED BASE BID						
ALT #1 ADD EREZ-1						
ALT #2 ADD SNOW MELT	\$24,000.00	\$24,000.00	\$24,000.00	\$21,000.00	\$25,000.00	\$21,000.00
ALT #3 ADD FOUR-FOLD DOORS						
ALT #4 ADD BIT PAVEMENT						
ALT #5 DEDUCT FENCE & GATE						

WACONIA NEW FIRE STATION

BID TABULATIONS

Thursday, August 18, 2022 @ 2:00

OWNER: City of Waconia

ARCHITECT: BKV Group

WS 23A HVAC

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Klamm Mechanical Contractors, Inc.	Gag Sheet Metal, Inc.	Peterson Sheet Metal, Inc.	R.J. Mechanical, Inc.		
BID SECURITY	Yes	Yes	Yes	Yes		
ADDENDA REC'D.	2	2	2	2		
BASE BID	\$1,492,200.00	\$1,520,000.00	\$0.00	\$0.00		
COMBINED BASE BID	WS 22A & WS 23A \$2,2500.00		WS 22A & WS 23A \$1,253,000	WS 22A & WS 23A \$2,120,000		
ALT #1 ADD EREZ-1						
ALT #2 ADD SNOW MELT	\$31,500.00	\$8,000.00	\$33,500.00			
ALT #3 ADD FOUR- FOLD DOORS						
ALT #4 ADD BIT PAVEMENT						
ALT #5 DEDUCT FENCE & GATE						

WACONIA NEW FIRE STATION

BID TABULATIONS

Thursday, August 18, 2022 @ 2:00

OWNER: City of Waconia

ARCHITECT: BKV Group

WS 26A Electrical

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Electrical Production Services, Inc.	Fobbe Electric, Inc.	Augusta Electric, Inc.	Paul's Electric, Inc.	Laketown Electric Corporation	AJ Moore Electric, Inc.
BID SECURITY	Yes	Yes	Yes	Yes	Yes	Yes
ADDENDA REC'D.	2	2	2	2	2	2
BASE BID	\$1,178,720.00	\$1,284,000.00	\$1,354,000.00	\$1,495,000.00	\$1,499,000.00	\$1,585,500.00
COMBINED BASE BID						
ALT #1 ADD EREZ-1						
ALT #2 ADD SNOW MELT	\$3,300.00	\$500.00			\$1,500.00	\$2,500.00
ALT #3 ADD FOUR-FOLD DOORS	\$9,000.00	\$1,500.00	\$1,000.00		\$7,500.00	\$6,500.00
ALT #4 ADD BIT PAVEMENT						
ALT #5 DEDUCT FENCE & GATE						

WACONIA NEW FIRE STATION

BID TABULATIONS

Thursday, August 18, 2022 @ 2:00

WS 31A Combined Earthwork & Site Utilities

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Parker Contracting, LLC	S.M. Hentges & Sons, Inc.	New Look Contracting, Inc.	Rachel Contracting, LLC	Peterson Companies, Inc.	Fehn Companies, Inc.
BID SECURITY	Yes	Yes	Yes	Yes	Yes	Yes
ADDENDA REC'D.	2	2	2	2	2	2
BASE BID	\$928,143.00	\$1,194,314.00	\$1,288,590.00	\$1,413,175.00	\$1,451,000.00	\$1,525,032.00
COMBINED BASE BID						
ALT #1 ADD EREZ-1						
ALT #2 ADD SNOW MELT						
ALT #3 ADD FOUR-FOLD DOORS						
ALT #4 ADD BIT PAVEMENT				\$2,100.00		(\$12,056.00)
ALT #5 DEDUCT FENCE & GATE						

WACONIA NEW FIRE STATION

BID TABULATIONS

Thursday, August 18, 2022 @ 2:00

WS 31A Combined Earthwork & Site Utilities

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Frattalone Companies, Inc.	Minger Construction Companies, Inc.	G. Urban Companies, Inc.	Kevitt Excavating, LLC	Veit Companies, Inc.	R&R Excavating, Inc.
BID SECURITY	Yes	Yes	Yes	Yes	Yes	Yes
ADDENDA REC'D.	2	2	2	2	2	2
BASE BID	\$1,626,215.00	\$1,640,000.00	\$1,700,000.00	\$1,754,000.00	\$1,754,700.00	\$2,879,930.09
COMBINED BASE BID			WS 31A & WS 32F \$1,825,000			
ALT #1 ADD EREZ-1						
ALT #2 ADD SNOW MELT				\$2,000.00		
ALT #3 ADD FOUR- FOLD DOORS						
ALT #4 ADD BIT PAVEMENT				(\$750.00)	(\$9,000.00)	
ALT #5 DEDUCT FENCE & GATE						

WACONIA NEW FIRE STATION

BID TABULATIONS

Thursday, August 18, 2022 @ 2:00

WS 32A Asphalt Paving

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Northwest Asphalt, Inc.	Omann Contracting Companies, Inc.	Bituminous Roadways, Inc.			
BID SECURITY	Yes	Yes	Yes			
ADDENDA REC'D.	2	2	2			
BASE BID	\$194,700.00	\$226,450.00	\$226,167.00			
COMBINED BASE BID						
ALT #1 ADD EREZ-1						
ALT #2 ADD SNOW MELT						
ALT #3 ADD FOUR-FOLD DOORS						
ALT #4 ADD BIT PAVEMENT	\$41,700.00	\$43,550.00	\$54,140.00			
ALT #5 DEDUCT FENCE & GATE						

WACONIA NEW FIRE STATION

BID TABULATIONS

Thursday, August 18, 2022 @ 2:00

WS 32B Concrete Paving

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Ebert, Inc.	Ultra Concrete, LLC	Curb Masters, Inc.	Stapf Concete Construction, Inc.	North Country Concrete, Inc.	
BID SECURITY	Yes	Yes	Yes	Yes	Yes	
ADDENDA REC'D.	2	2	2	2	2	
BASE BID	\$443,000.00	\$462,995.00	\$514,000.00	\$514,700.00	\$714,605.00	
COMBINED BASE BID		WS 03A & WS 32B \$2,015,296.00				
ALT #1 ADD EREZ-1						
ALT #2 ADD SNOW MELT		\$1,000.00				
ALT #3 ADD FOUR-FOLD DOORS						
ALT #4 ADD BIT PAVEMENT	(\$283,600.00)	(\$82,000.00)	(\$120,000.00)	(\$123,800.00)	(\$193,950.00)	
ALT #5 DEDUCT FENCE & GATE						

WACONIA NEW FIRE STATION

BID TABULATIONS

Thursday, August 18, 2022 @ 2:00

WS 32D Site Fence

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Century Fence Company	Peterson Companies, Inc.				
BID SECURITY	Yes	Yes				
ADDENDA REC'D.	2	2				
BASE BID	\$33,050.00	\$34,995.00				
COMBINED BASE BID						
ALT #1 ADD EREZ-1						
ALT #2 ADD SNOW MELT						
ALT #3 ADD FOUR-FOLD DOORS						
ALT #4 ADD BIT PAVEMENT						
ALT #5 DEDUCT FENCE & GATE	(\$9,900.00)	(\$5,250.00)				

WACONIA NEW FIRE STATION

BID TABULATIONS

Thursday, August 18, 2022 @ 2:00

WS 32F Irrigation & Landscape

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Peterson Companies	Cedar Ridge Landscaping	G. Urban Companies, Inc.	Hoffman & McNamara	Prescription Landscape	
BID SECURITY	Yes	Yes	Yes	Yes	Yes	
ADDENDA REC'D.	2	2	2	2	2	
BASE BID	\$79,130.00	\$89,500.00	\$139,000.00	\$215,900.00	\$259,000.00	
COMBINED BASE BID						
ALT #1 ADD EREZ-1						
ALT #2 ADD SNOW MELT						
ALT #3 ADD FOUR-FOLD DOORS						
ALT #4 ADD BIT PAVEMENT						
ALT #5 DEDUCT FENCE & GATE						

New Fire Station
City of Waconia
8/29/2022



	New Fire Station	New Fire Station	
Description	Bid Day Update	Current Overall Budget	
Update Date	08/29/22	08/29/22	
PROJECT REVENUE / FUNDING	X	DO NOT MODIFY	Mark w/ "X" to specify which update carries forward
Operating Capital	\$13,200,000.00	\$13,200,000.00	
Interest Earnings on Bonds		\$0.00	
Tax Rebate Goal	\$172,928.00	\$172,928.00	
LFTM, FY2021		\$0.00	
Reallocation of Revenue		\$0.00	
TOTAL PROJECT REVENUE	\$13,372,928.00	\$13,372,928.00	
<i>Project Revenue Proportions</i>	<i>100%</i>	<i>100%</i>	<i>Estimate Update / Current Overall Budget</i>
PROJECT AREA BREAKDOWN			
New Construction GSF	29,049	29,049	
New Construction GSF		0	
Renovation GSF		0	
Renovation GSF		0	
Total GSF	29,049	29,049	
Site Area (Acres)	3	3	
CONSTRUCTION COSTS			
Site		\$0.00	
New Construction	\$11,547,062	\$11,584,595.00	Bid Day Numbers
Bundle 3 Requirements		\$0.00	
		\$0.00	
Value Management / Outstanding Scopes of Work		\$0.00	No VM selected.
Total Bid Day	\$11,547,062	\$11,584,595.00	Bids after withdrawals/ to be awarded
Contingency			
Remaining Contingency	\$500,000	\$462,467.00	5% For New Construction
Pending Change Orders		\$0.00	PCO Log Totals
Executed Change Orders		\$0.00	Executed Change Orders
Construction Management			
General Conditions	\$250,000	\$250,000.00	Anticipated Construction of 11 Months
		\$0.00	
CONSTRUCTION COSTS SUB TOTAL	\$12,297,062	\$12,297,062	
<i>Construction Cost / GSF</i>	<i>\$423.32</i>	<i>\$423.32</i>	<i>Construction Costs Sub Total / Total GSF</i>
<i>Percent Construction Cost</i>	<i>85%</i>	<i>176%</i>	<i>Construction Costs Sub Total / Total Project Cost</i>
SOFT COSTS			
Design Fees and Reimbursable			
A/E Fee - BKV Group	\$570,000	\$570,000.00	
A/E Reimbursable	\$25,000	\$25,000.00	
Other Consultant Fees	\$0	\$0.00	
Construction Management Services & Fee	\$667,491	\$667,491.00	
Permits, Plan Reviews & Fees			
Building Permit & Plan Review	\$65,000	\$65,000.00	Estimate (BKV Original Budget)
Plumbing Plan Review & Plumbing Permit	\$10,000	\$10,000.00	
Dept. of Health (DOH) - Food Service Plan		\$0.00	
Dept. of Health (DOH) - Water Main		\$0.00	
City Project Review & Inspection Fee		\$0.00	
State Surcharge		\$0.00	
Metropolitan Council SAC	\$80,000	\$80,000.00	Met Council Calculator Finds Online
WREC / WAC		\$0.00	
SREC / SAC		\$0.00	
Trunk Utilities (Storm, Sanitary, Water)		\$0.00	
Park Dedication Fee		\$0.00	
City/County Road Special Assessment		\$0.00	
Sign Permits		\$0.00	
Utilities - Connections	\$10,000	\$10,000.00	Estimate (BKV Original Budget)
Power		\$0.00	
Gas		\$0.00	
Fiber		\$0.00	
Phone		\$0.00	
Pre-Construction Surveys & Studies			
Site Survey	\$6,000	\$6,000.00	Estimate (BKV Original Budget)
Geotechnical Survey - Soil Borings	\$7,000	\$7,000.00	Estimate (BKV Original Budget)
Environmental Study (EAW Ph1/Ph2)	\$0	\$0.00	N/A
Wetland Delineation, Watershed, MPCA	\$0	\$0.00	Not Required
Traffic & Parking Study	\$0	\$0.00	Not Required
Hazardous Material Survey	\$0	\$0.00	N/A
Testing & Inspections			
Construction Surveying	\$7,000	\$7,000.00	KA to Solicited / Verify w/ Owner
Construction Testing & Inspections	\$50,000	\$50,000.00	Estimate- KA Sending to Braun for Confirmation
HVAC - Testing & Balancing	\$0	\$0.00	In Cost of Construction
HVAC - Commissioning	\$60,000	\$60,000.00	Estimate (BKV Original Budget)
Bidding, Legal, Finance & Misc.			
Bid Advertisement, Printing, Plan Distribution	\$1,000	\$1,000.00	Estimate (BKV Original Budget)
Bond Issuance Fees		\$0.00	None Anticipated
Legal Fee Allowance	\$4,000	\$4,000.00	Estimate (BKV Original Budget)
Salary Chargeback	\$0	\$0.00	N/A
Builders Risk Insurance	\$10,000	\$10,000.00	Estimate (BKV Original Budget)
Land Purchase	\$0	\$0.00	N/A
Land Acquisition Expenses	\$0	\$0.00	N/A
Owner Purchase Orders			
Final Cleaning	\$0	\$0.00	In Cost of Construction
Abatement	\$0	\$0.00	N/A
Moving, Storage, Transition	\$8,000	\$8,000.00	Estimate (BKV Original Budget)
Signage	\$10,000	\$10,000.00	Estimate (BKV Original Budget)
Misc. Owner Expenditure	\$0	\$0.00	N/A
Playground	\$0	\$0.00	N/A
Soft Cost Contingency	\$90,447	\$90,447.00	x%, Verify with Owner, Formula
FF&E Expenses			
Furniture Allowance/Costs	\$245,000	\$245,000.00	See BKV sheets.
Specialty Equipment (i.e.: Weight Rm)	\$0	\$0.00	
Equipment Allowance	\$52,000	\$52,000.00	
Technology Allowance	\$225,000	\$225,000.00	
Furnishings / Consultant Fees	\$0	\$0.00	
FFE Contingency	\$0	\$0.00	
SOFT COSTS SUB-TOTAL	\$2,202,938	\$2,202,938.00	
<i>Soft Costs / SF</i>	<i>\$75.84</i>	<i>\$75.84</i>	
<i>Percent Soft Costs</i>	<i>16%</i>	<i>24%</i>	
TOTAL PROJECT COSTS	\$14,500,000	\$14,500,000.00	Constr. Cost + Soft Costs
<i>Project Cost / Cost</i>	<i>\$496.16</i>	<i>\$496.16</i>	<i>Total Project Cost / Total GSF</i>
VARIANCE (OVER) / UNDER	(\$1,127,072)	(\$1,127,072.00)	Total Project Revenue / Total Project Costs



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: September 6, 2022

Item Name: Zoning Administrator Appeal - Michelle Bachmann - Widen Driveway within Road Right-of-Way

Originating Department: Community Development

Presented by: Ethan Nelson

Previous Council Action (if any):

Item Type (X only one):	Consent		Regular Session	X	Discussion Session	
--------------------------------	---------	--	-----------------	---	--------------------	--

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

Motion to deny the appeal of the Zoning Administrator's interpretation regarding the widening of the driveway within the road right-of-way

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

The City Council shall act as the Board of Appeals and Adjustments per the Waconia City Code and the Board shall have the power and duty of hearing and deciding appeals in the following cases:

1. Appeals where it is alleged that there is an error in any order, requirement, decision, or determination made by an administrative officer in the enforcement of the ordinance.
2. Requests for variances from the literal provisions of the Ordinance in instances where their strict enforcement would cause undue hardship because of circumstances unique to the individual property under consideration.

REQUEST:

The City has received a Notice of Appeal from Michelle Bachmann (the "Property owner") requesting the City Council/Board of Appeals review the applicable information regarding the expansion of driveway within the road right-of-way.

BACKGROUND

City staff has been contacted via email by Michelle Bachmann with a request to expand her driveway within the road right-of-way beyond the maximum 24 ft. width requirement by review from the City Engineer. The property owner has submitted existing and proposed conditions of the driveway to expand the driveway partially within the property lines and also expanding the curb cut to Yellowstone Trail.

The City Engineer has reviewed the plan as proposed and has recommended denial of the request. The reasons for the denial are clarified below:

1. The proposed expansion does not provide additional off-street parking due to the location of the existing sidewalk.
2. The existing grade is below the maximum allowed so there is no reason for a flatter driveway or a need to access the driveway at an angle to reduce the grade.

PLANNING CONSIDERATION

The attached proposed conditions indicates a design that does not conform to City Code requirements regarding width at the curb line. City Code states "Access driveways for single-family dwellings and townhouse dwellings shall not be less than 12 feet nor more than 24 feet wide measured along the property line between curb faces of the driveway unless otherwise recommended by the City Engineer." With the denial recommendation from the City Engineer, there is no Code language that would permit a driveway expansion as proposed.

RECOMMENDATION

Staff recommends denial of the appeal to allow a residential driveway expansion which exceeds the 24 ft. width allowed under City Code requirements.

Attachments:

1. [809 Yellowstone Trail Existing Driveway](#)
2. [809 Yellowstone Trail Proposed Driveway](#)

FINANCIAL IMPLICATIONS:

Funding Sources & Uses:

Budget Information:

_____ Budgeted
_____ Non Budgeted
_____ Amendment Required

ADVISORY BOARD RECOMMENDATIONS:

Planning Commission

Parks and Recreation Board

Safari Island Advisory Board

Other

CERTIFICATE OF SURVEY

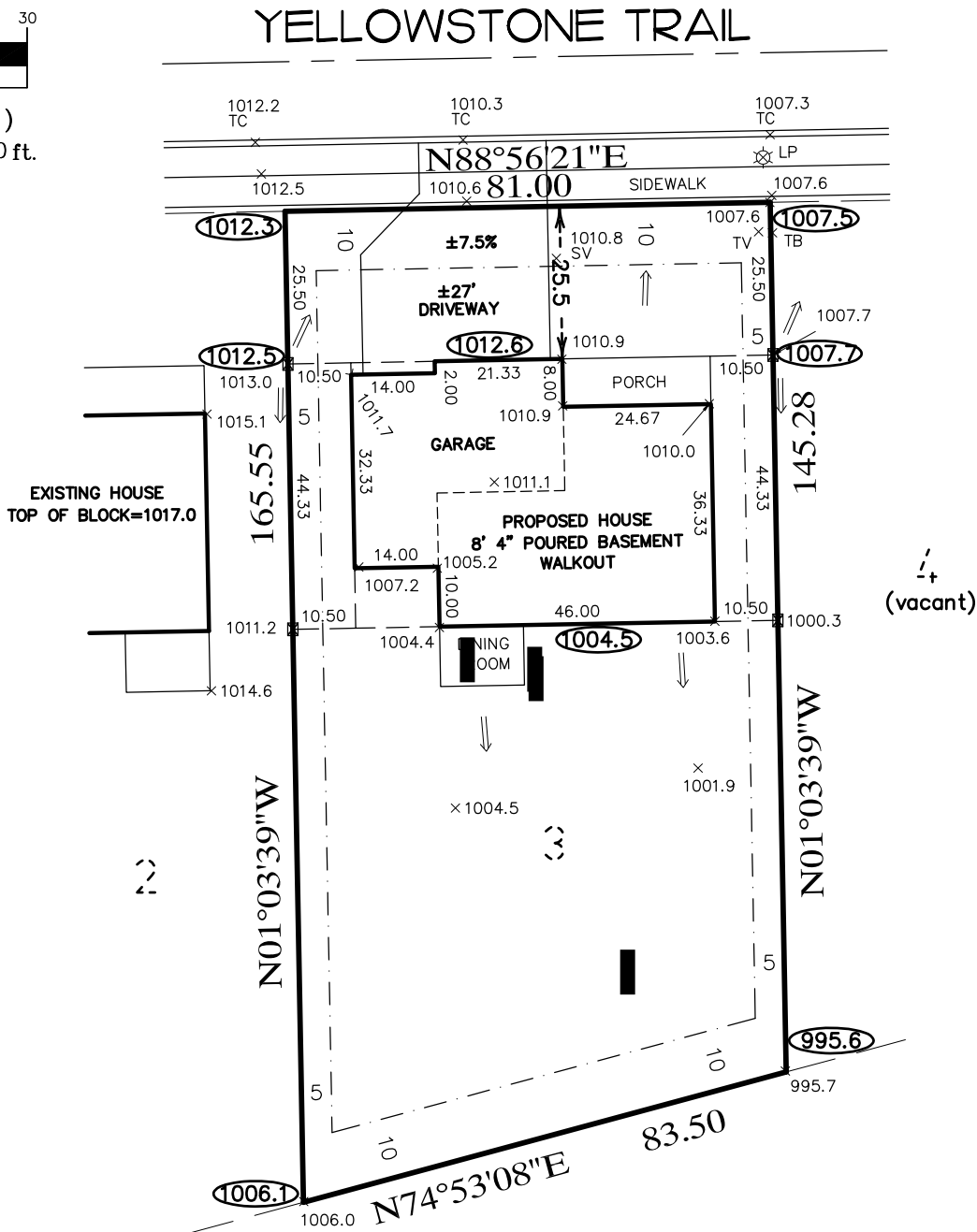
FOR: CENTRA HOMES
ADDRESS: 809 YELLOWSTONE TRAIL, WACONIA, MN
MODEL: STRATFORD II-A



(IN FEET)
1 inch = 30 ft.



NORTH



NOTES

- HOUSE PLACEMENT AND ELEVATIONS SET BY OWNER.
- FIELD SURVEY CONDUCTED ON APRIL 7TH, 2014.
- BEARING'S SHOWN ARE ON ASSUMED DATUM.
- CONTRACTOR TO VERIFY HOUSE DIMENSIONS, AND SEWER AND BASEMENT DEPTHS.
- FINISHED GRADE 10 FEET FROM PROPOSED BUILDING SHALL BE 0.5 FEET LOWER THAN THE FINISHED GRADE AT THE BUILDING.
- FINISHED GRADE ELEVATIONS ARE TO FINISHED SURFACE WITH TURF ESTABLISHMENT.
- DRIVEWAYS ARE SHOWN FOR GRAPHIC PURPOSES ONLY. FINAL DRIVEWAY DESIGN AND LOCATION TO BE DETERMINED BY CONTRACTOR

- ⊙ DENOTES SANITARY SEWER MANHOLE
- DENOTES CATCH BASIN
- 1023 DENOTES PROPOSED ELEVATION
- x1011.2 DENOTES EXISTING ELEVATION
- ↗ DENOTES DIRECTION OF DRAINAGE
- ⊠ DENOTES METAL OFFSET PIPE

PROPOSED ELEVATIONS

GARAGE FLOOR = 1012.6
TOP OF BLOCK = 1013.0
LOWEST FLOOR = 1005.0

LEGAL DESCRIPTION

Lot 3, Block 5, LEGACY VILLAGE AT WACONIA, Carver County, Minnesota.

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

JOB#14140HS

JOSHUA P. SCHNEIDER

Date: 4-8-14 Reg. No. 44655

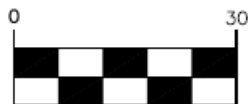
ACRE LAND SURVEYING
Blaine, MN 55449
763-238-6278 js.acrelandsurvey@gmail.com

CERTIFICATE OF SURVEY

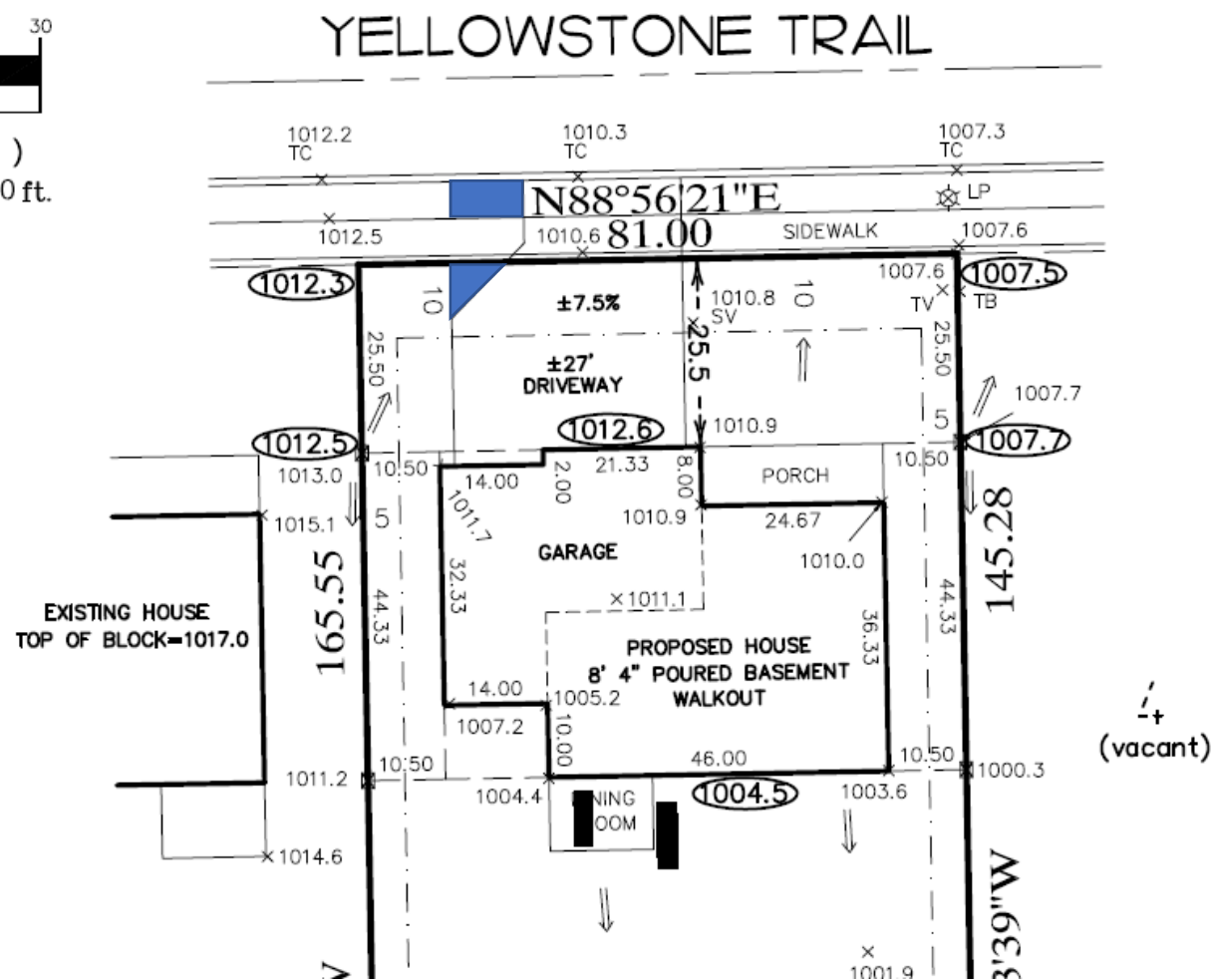
FOR: CENTRA HOMES

ADDRESS: 809 YELLOWSTONE TRAIL, WACONIA, MN

MODEL: STRATFORD II-A



(IN FEET)
1 inch = 30 ft.



NORTH