

WACONIA CITY COUNCIL MEETING AGENDA



**Monday, August 15, 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. PUBLIC HEARING

1) [Public Hearing - Debt Issuance for 2022 Infrastructure Improvement Projects - Tax Abatement Bonds](#)

Call Public Hearing to Order

Close Public Hearing

Adopt Resolution No. 2022-226, Resolution Approving Tax Abatements for the 2022 Infrastructure Improvement Projects

2) [Public Hearing - 2022 Debt Issuance for Fire Station Facility Construction - Capital Improvement Plan Bonds](#)

Call Public Hearing to Order

Close Public Hearing

Adopt Resolution No. 2022-227 , Resolution 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

6. ADOPT CONSENT AGENDA

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

- 1) [August 1, 2022 City Council Meeting Minutes](#)
Approve August 1, 2022 City Council Meeting Minutes
- 2) [August 15, 2022 Expenditures](#)
Payment of August 15, 2022 Expenditures
- 8) [Contractor Pay Request #2 - Waterford Park - Water Reuse Station Project](#)
Motion to approve Pay Estimate No. 2 to S.M. Hentges & Sons for the Waterford Park - Water Reuse Station Project
- 7) [Donation Acceptance - Cash Donations for Adaptive Playground Equipment](#)
Adopt Resolution 2022-231, Accepting Cash Donation for Adaptive Playground Equipment
- 3) [Temporary Liquor License for Rotary Club of Chaska](#)
Adopt Resolution 2022-219 Approving Temporary On-Sale Liquor License Applications for Rotary Club of Chaska
- 4) [Grants of Easements - 425 Lake Street East - Retaining Wall](#)
Adopt Resolution 2022-220 Approving Grants of Easements for the property located at 425 Lake Street East
- 5) [Temporary Designation of Outdoor Area](#)
Adopt Resolution 2022-221, Designating Temporary Outdoor Area for Chumly's Bar
- 6) [2022 3rd Quarter Budget Amendments](#)
Adopt Resolution No. 2022-222, Approving 2022 3rd Quarter Budget Amendments
- 9) [Authorize Services Agreement For Capital Improvement Projects 128 & 129](#)
Adopt Resolution 2022-223; Approving Acknowledgement and Agreement of Services with American Engineering Testing, Inc. for 2023 & 2024 Infrastructure Improvement Project, CIP Projects 128 & 129
- 10) [Authorize Survey, Topographical and Geotechnical Work](#)
Adopt Resolution 2022-224; Authorize Survey, Topographical and Geotechnical Work for 2023 Pavement Resurfacing Improvement Project, CIP Project 128-A
- 11) [Authorize Survey & Topography Design of Trail Project](#)
Adopt Resolution 2022-225; Authorizing Survey & Topography Work For Highway 10 Interlaken Trail and Sidewalk Improvement Project; CIP Project 128-B

7. COUNCIL BUSINESS

- 1) [Homecoming Parade Permit](#)
Adopt Resolution 2022-228, Approving Parade Permit
- 2) [Sandy Shores Preliminary Plat - CONTINUED](#)
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.
- 3) [Revolving Loan Request by Waconia Square, LLC](#)
Adopt Resolution 2022-230, Approving the Revolving Loan Request for Waconia Square, LLC

8. ITEMS REMOVED FROM CONSENT AGENDA

9. STAFF REPORTS

10. BOARD REPORTS

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

11. ANNOUNCEMENTS

12. ADJOURN REGULAR MEETINGOFFICE OF THE CITY ADMINISTRATOR

Shane Fineran

Work Session: Special Vehicle Permit Sunset
Preliminary Levy & Market Value Review

UPCOMING CALENDAR OF EVENTS/MEETINGS:

Park Commission - August 18th
Music in the Park - August 18th - Paul Christian
Planning Commission - September 1st



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	August 15, 2022
Item Name:	Public Hearing - Debt Issuance for 2022 Infrastructure Improvement Projects - Tax Abatement Bonds
Originating Department:	Finance
Presented by:	Nicole Meyer
Previous Council Action (if any):	Resolution 2022-206: Resolution Calling for a Public Hearing on Proposed Property Tax Abatements for a Portion of the 2022 Infrastructure Projects - Dated: July 18, 2022

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

Call Public Hearing to Order

Close Public Hearing

Adopt Resolution No. 2022-226, Resolution Approving Tax Abatements for the 2022 Infrastructure Improvement Projects

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

A public hearing is required for a portion of the bonds that are planned to be 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 3rd and Maple Street. These bonds are known as tax abatement bonds. A public hearing notice was published in the Waconia Patriot on Thursday, July 28th.

The tax abatement bonds will be issued under Minnesota State Statute 469. These bonds are known as general obligation tax abatement improvement 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. A listing of the parcels identified is listed in "Exhibit A" with the attached resolution. Property owners will pay their taxes as they normally would for their properties. With approval of the attached resolution this evening, the 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.

After public comment is received, the City Council is asked to consider the attached resolution to provide tax abatement for repayment of the bonds for these capital improvements. Todd Hagen from Ehlers will be available at the meeting if additional questions arise regarding the financing for these infrastructure improvements.

Attachments:

1. [22226res Waconia_Abate_ResApprove.doc](#)

FINANCIAL IMPLICATIONS:

Funding Sources & Uses:

Budget Information:
☒ Budgeted
☐ Non Budgeted

ADVISORY BOARD RECOMMENDATIONS:

Planning Commission	
Parks and Recreation Board	
Safari Island Advisory Board	

<u> </u> Amendment Required	Other
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CITY OF WACONIA
COUNTY OF CARVER
STATE OF MINNESOTA

RESOLUTION NO. 2022-226

RESOLUTION APPROVING TAX ABATEMENTS FOR THE 2022 INFRASTRUCTURE
IMPROVEMENT PROJECTS

BE IT RESOLVED by the City Council of the City of Waconia, Minnesota (the "City"),
as follows:

1. Recitals.

- (a) The City proposes to assist in financing of the street construction on Dunsmore Drive and the street overlay, retaining wall and trail construction on Oak Avenue in connection with the 2022 Infrastructure Projects; and the sidewalk construction on 3rd/Maple Street in connection with the Street Reconstruction Project located in the City (the "Project"). The City proposes to use the abatement for the purposes provided for in the Abatement Law (as hereinafter defined), including the Project. The proposed term of the abatement will be for up to 10 years in an amount not to exceed \$1,200,000. The abatement will apply to the City's share of the property taxes (the "Abatement") derived from the property described by property identification numbers on the attached "Exhibit A" (the "Property"); and
- (b) On the date hereof, the Council held a public hearing on the question of the Abatement, and said hearing was preceded by at least 10 days but not more than 30 days prior published notice thereof; and
- (c) The Abatement is authorized under Minnesota Statutes, Sections 469.1812 through 469.1815 (the "Abatement Law").

2. Findings for the Abatement. The City Council hereby makes the following findings:

- (a) The Council expects the benefits to the City of the Abatement to at least equal or exceed the costs to the City thereof.
- (b) Granting the Abatement is in the public interest because it will provide financing necessary to construct public facilities and to help provide access to services for residents of the City.
- (c) The Property will not be located in a tax increment financing district for the period of time that the Abatement is in effect.

- (d) In any year, the total amount of property taxes abated by the City by this and other abatement resolutions, if any, does not exceed ten percent (10%) of net tax capacity of the City for the taxes payable year to which the abatement applies or \$200,000, whichever is greater.

3. Terms of Abatement. The Abatement is hereby approved. The terms of the Abatement are as follows:

- (a) The Abatement shall be for up to a ten (10) year period and shall apply to the taxes payable in the years 2029 through 2038, inclusive.
- (b) The City will abate the City's share of property tax amount which the City receives from the Property, cumulatively not to exceed \$1,200,000.
- (c) The Abatement shall be subject to all the terms and limitations of the Abatement Law.
- (d) Because the City anticipates issuing General Obligation Tax Abatement Bonds, the Abatement may not be modified or changed.

Councilmember _____ moved for the adoption of the foregoing resolution, and said motion was duly seconded by Councilmember _____, and upon a vote being taken thereon after full discussion thereof, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

Adopted on August 15, 2022 by the City Council of Waconia.

Kent Bloudek, Mayor

ATTEST: _____
Jackie Schulze, City Clerk

Exhibit A

Parcel ID Numbers for "Property"

75.2920010	75.2920140	75.2920240	75.2930120	75.2930220
75.2920020	75.2920150	75.2920280	75.2930130	75.2930230
75.2920030	75.2920160	75.2920290	75.2930140	75.2930250
75.2920040	75.2920170	75.2920300	75.2930150	75.2930260
75.2920050	75.2920180	75.2920310	75.2930160	75.2930270
75.2920060	75.2920190	75.2920600	75.2930170	75.2930280
75.2920070	75.2920200	75.2930010	75.2930180	75.2930290
75.2920080	75.2920210	75.2930090	75.2930190	75.2930300
75.2920090	75.2920220	75.2930100	75.2930200	75.2930420
75.2920130	75.2920230	75.2930110	75.2930210	75.2930430



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		August 15, 2022				
Item Name:		Public Hearing - 2022 Debt Issuance for Fire Station Facility Construction - Capital Improvement Plan Bonds				
Originating Department:		Finance				
Presented by:		Nicole Meyer				
Previous Council Action (if any):		Resolution 2022-205: Resolution Calling Public Hearing on the Intension to Issue General Obligation Capital Improvement Plan Bonds and the Proposal to Adopt a Capital Improvement Plan Therefor - Dated: July 18, 2022.				
Item Type (X only one):	Consent		Regular Session	X	Discussion Session	

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

Call Public Hearing to Order

Close Public Hearing

Adopt Resolution No. 2022-227 , Resolution 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

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

A public hearing is required for the portion of the bonds that are planned to be issued for the fire station building construction. A public hearing notice was published in the Waconia Patriot on Thursday, July 28th .

The capital improvement plan portion of the bonds will be issued under Minnesota State Statute 475. To issue these bonds, the City must formally adopt a 5 year capital improvement plan. The total estimated amount of this portion of the total overall bond is \$14,000,000. The final bond amount can be lower, but cannot be increased.

After public comment is received, the City Council is asked to consider the attached resolution to give preliminary approval for issuance of the bond and adopt the capital improvement plan. The bonds must be approved by at least three-fifths of the City Council members present. The issuance of capital improvement plan bonds are subject to a 30-day reverse referendum after the public hearing concludes. Todd Hagen from Ehlers will be available at the meeting if additional questions arise regarding the financing for these infrastructure improvements.

Attachments:

1. [22227res CIPResApprove.Waconia.2022A.doc](#)
2. [Waconia CIP FINAL 7-26-22.pdf](#)

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

CITY OF WACONIA
COUNTY OF CARVER
STATE OF MINNESOTA

RESOLUTION NO. 2022-227

RESOLUTION 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 CAPITAL
IMPROVEMENT PLAN THEREFOR

A. WHEREAS, the City Council of the City of Waconia, Minnesota (the "City") proposes to issue its general obligation capital improvement plan bonds in one or more series from time to time (the "Bonds") and adopt the City of Waconia, Minnesota Capital Improvement Plan of 2022 through 2026 for the construction of a new fire station in the City (the "Plan"); and

B. WHEREAS, the City has caused notice of the public hearing on the intention to issue the Bonds and on the proposed adoption of the Plan to be published pursuant to and in accordance with Minnesota Statutes, Section 475.521; and

C. WHEREAS, a public hearing on the intention to issue the Bonds and on the proposed Plan has been held on this date, following published notice of the hearing as required by law; and

D. WHEREAS, in approving the Plan, the City Council considered for each project and for the plan:

1. The condition of the City's existing infrastructure, including the projected need for repair and replacement;
2. The likely demand for the improvement;
3. The estimated cost of the improvement;
4. The available public resources;
5. The level of overlapping debt in the City;
6. The relative benefits and costs of alternative uses of the funds;
7. Operating costs of the proposed improvements; and
8. Alternatives for providing services more efficiently through shared facilities with other local governmental units; and

E. WHEREAS, the City Council has determined that the issuance of the Bonds is the best way to finance the capital improvements described in the Plan as authorized under Minnesota Statutes, Section 475.521.

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

1. The Plan is hereby in all respects approved.

2. The staff and consultants of the City are hereby authorized to do all other things and take all other actions as may be necessary or appropriate to carry out the Plan in accordance with any applicable laws and regulations.

3. The City gives preliminary approval to issuance of the Bonds in the maximum principal amount of \$14,000,000, provided that if a petition requesting a vote on issuance of the Bonds, signed by voters equal to five percent of the votes cast in the last municipal general election, is filed with City Administrator by September 14, 2022, the City may issue the Bonds only after obtaining approval of a majority of voters voting on the question at an election.

4. The City declares its official intent to reimburse itself for the costs of the Plan from the proceeds of the Bonds.

Member _____ moved for the adoption of the foregoing resolution. The motion for the adoption of the foregoing resolution was duly seconded by member _____ and, after full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted the same:

whereupon said resolution was declared duly passed and adopted.

Dated this 15th day of August, 2022.

Kent Bloudek, Mayor

ATTEST: _____
Jackie Schulze, City Clerk

[Bonds must be approved by at least three-fifths of the members.]

[Issuance of Bonds is subject to a 30-day reverse referendum after the public hearing.]



August 15, 2022

Capital Improvement Plan in connection with financing a new Fire Station City of Waconia, Minnesota



Prepared by:
City Staff
and
Ehlers

Todd Hagen
Senior Municipal Advisor

Bruce Kimmel
Senior Municipal Advisor

And

Keith Dahl
Municipal Advisor

Table of Contents

	Page No.
Section I. Introduction	1
Section II. Purpose	1
Section III. The Capital Improvement Planning Process	2
Section IV. Project Summary	3
Section V. Financing the Capital Improvement Plan	7
Appendix A. Proposed CIP Bond Issue	
Appendix B. Pre-Sale Schedule	
Appendix C. Resolutions/Notice of Public Hearing	

SECTION I: Introduction

In 2003, the Minnesota State Legislature adopted a statute (Section 475.521, referred to herein as the “CIP Act”) that allows cities to issue municipal bonds under a capital improvement plan without the usual referendum requirement (except for the so-called “reverse referendum” described in Section III). The CIP Act applies to capital improvements consisting of city halls, public works, and public safety facilities. The 2005 Legislature added towns to the meaning of a municipality and town halls and libraries to the meaning of a capital improvement under the CIP Act.

Throughout this plan, the term “capital improvement” refers only to those improvements identified in the CIP Act, as summarized above. Capital expenditures for other public improvements in the City will be financed through other means and are not governed by this plan.

As part of the authorization process to issue capital improvement plan bonds, the CIP Act requires municipalities to prepare a five-year capital improvement plan that includes information to finance specific types of projects, and different than the information that municipalities often provide in a more comprehensive plan. This document, therefore, is more of a “financing CIP” intended to meet the specific requirements of the CIP Act.

SECTION II: Purpose

A capital improvement is a major expenditure of municipal funds for the acquisition or betterment to public lands, buildings, or other improvements used as a city hall, town hall, library, public safety, or public works facility, which has a useful life of five years or more. For the purposes of the CIP Act, capital improvements do not include light rail transit or related activities, parks, road/bridges, administrative buildings other than city or town hall, or land for those facilities. A Capital Improvement Plan (“CIP”) is a document designed to anticipate capital improvement expenditures and schedule them over a five-year period so that they may be purchased in the most efficient and cost-effective method possible. A CIP allows the matching of expenditures with anticipated income. As potential expenditures are reviewed, the municipality considers the benefits, costs, alternatives, and impact on operating expenditures.

The City of Waconia, Minnesota (the “City”) believes the capital improvement process is an important element of responsible fiscal management. Major capital expenditures can be anticipated and coordinated to minimize potentially adverse financial impacts caused by the timing and magnitude of capital outlays. This coordination of capital expenditures is important to the City in achieving its goals of adequate physical assets and sound fiscal management. In these financially difficult times good planning is essential for the wise use of limited financial resources.

The Capital Improvement Plan is designed to be updated on an annual basis. In this manner, it becomes an ongoing fiscal planning tool that continually anticipates future capital expenditures and funding sources.

SECTION III: The Capital Improvement Planning Process

The process begins with analysis of the City’s five-year capital improvement needs and funding sources. The City may solicit input from citizens and other governmental units at an early stage, if desired.

The City Council then directs staff or consultants to prepare a plan that sets forth the estimated schedule, timing and details of specific capital improvements by year, together with the estimated cost, the need for the improvement, and the sources of revenue for the improvement. The City Council then holds a public hearing on the CIP, with notice published not more than 30 days and not less than seven days for the hearing (except as described below). The Council may either approve the CIP immediately after the hearing or based on input may make revisions and approve the CIP at a later meeting.

If the CIP calls for general obligation bonds to finance certain improvements, the City Council must follow an additional set of procedures. The Council must hold a public hearing regarding issuance of the bonds. Notice of such hearing must be published in the official newspaper of the municipality at least 14, but not more than 28 days prior to the date of the public hearing. In addition, the notice may be posted on the City’s official web site. (The public hearings on the CIP and the bonds may be combined into a single hearing, in which case the notice requirements for bonds must be followed.)

The Council must approve the sale of CIP bonds by a 3/5ths vote of its membership. However, the bonds are subject to a so-called “reverse referendum”. If a petition signed by voters equal to at least five percent of the votes cast in the City in last municipal general election is filed with the City Clerk within 30 days after the public hearing regarding the bonds, the bonds may not be issued unless approved by the voters (by a majority of those voting on the question). Further, the maximum debt service in any year on all outstanding CIP Bonds is .16% of the estimated market value of property in the City, using the estimated market value for the taxes-payable year in which the bonds are issued.

After the CIP has been approved and bonds have been authorized, the City works with its financial advisor to prepare a bond sale and repayment schedule. Assuming no petition for a referendum is filed, the bonds are sold, and when proceeds from the sale of the bonds (and any other identified revenue sources) become available, the expenditures for specified capital improvements can be made.

In subsequent years, the process is repeated as expenditures are completed and as new needs arise. Capital improvement planning looks five or more years into the future from the date of the CIP.

SECTION IV: Project Summary

The only capital improvements contemplated in the five-year period of this plan (2022 through 2026) is the construction of a new fire station within the City (the “Fire Station”), through issuance of general obligation capital improvement plan bonds (referred to as the “CIP Bonds”).

The City proposes to finance the construction of the Fire Station through issuance of CIP Bonds under the CIP Act and this CIP. The proposed CIP Bonds would be issued in 2022, in a principal amount not to exceed \$14,000,000. Other than the construction of the Fire Station, the City does not anticipate any other projects to be financed under this CIP in the years 2022 through 2026.

The CIP Act requires the City Council to consider eight factors in preparing the CIP:

1. Condition of the City’s existing infrastructure, including projected need for repair or replacement.
2. Likely demand for the improvement.
3. Estimated cost of the improvement.
4. Available public resources.
5. Level of overlapping debt in the City.
6. Relative benefits and costs of alternative uses of funds.
7. Operating costs of the proposed improvements.
8. Alternatives for providing services most efficiently through shared facilities with other cities or local governments.

The City has considered the eight points as they relate to construction of the Fire Station through issuance of the CIP Bonds. The findings are as follows:

The existing Waconia fire station is located at 26 South Maple Street. It was constructed in 1980 with a renovation and addition completed in 2005. The fire station is 13,000 square feet with space split between two levels. The addition consisted of constructing a bay on the south end of the building with a mezzanine for storage, office space, a dayroom, and the final build-out of the second level. While the overall physical condition of the building is relatively fair with minor items to be replaced and repaired, there are a few on-going issues and several items of concern addressed in the facility needs assessment report completed by BKV Group that may not be rectified without construction of a new facility.

The City also directed BKV Group to complete a space needs assessment to determine how much space the fire department will need operationally over the next 15-20 years. The City reviewed seven sites to determine the most ideal location for a new Fire Station.

On August 16, 2021, the City Council selected the location of the new Fire Station to be at 10451 10th Street West based on efficient response times and lower site development costs. The proposed Fire Station would be a 24,450 square-foot building with five apparatus bays and a 1,600 square foot mezzanine.

Conditions of City Infrastructure and Need for the Project

The current structure is in fair condition with continued space problems and access to adequate space for equipment, response, meetings, and personnel. The proposed Fire Station addresses the concerns of the current facility and the growth of the community.

The projected completion date will be 18-months after the City has issued any debt.

The City contracted BKV Group to complete a comprehensive study for the feasibility of a new Fire Station. The existing fire station does not have the space to accommodate essential areas needed in an emergency facility for the department to serve the residents and businesses of Waconia sufficiently and practically.

The intent of the space needs assessment was to review potential sites and relevant amenities provided by each site, review potential access barriers of these sites, complete an existing facility study, complete a space needs analysis, and develop conceptual diagrams of the proposed renovation and expansion.

Demand for Project

As the City continues to grow and more demands for emergency services are responded to by the fire department, the current space limitations will only continue to become more prevalent. A new Fire Station is needed to adequately provide services to residents and businesses, but also to plan for future community growth over the next 15-20 years.

Estimated Cost of the Project

The proposed Fire Station is estimated to cost \$13,500,000 (CIP Bonds estimated issue amount is \$13,735,000).

Availability of Public Resources

The CIP Bonds for construction of the proposed Fire Station would be paid with ad valorem taxes. However, the CIP Bonds will be additionally secured by the City's full faith and credit, which is expected to produce lower interest rates on the CIP Bonds compared to the limited other options available to finance this type of project.

Level of Overlapping Debt

The City has outstanding 2015C CIP Bonds with a final maturity on February 1, 2028. Below is a chart with the debt of other taxing jurisdictions in the City.

OVERLAPPING DEBT¹

Taxing District	2020/21 Taxable Net Tax Capacity	% In City	Total G.O. Debt ²	City's Proportionate Share
Carver County	\$182,902,799	10.6909%	\$18,572,000	\$848,298
I.S.D No. 110 ³				
Waconia Public Schools	35,150,605	55.6289%	103,970,000 ⁴	57,837,367
Metropolitan County	5,197,211,231	0.3762%	218,520,000 ⁵	822,072
City's Share of Total Overlapping Debt				<u>\$848,298</u>

Relative Costs and Benefits of Alternative Uses of the Funds

Based on the completed facility and space needs assessments, there are a few on-going issues and several items of concern with the existing facility that cannot be rectified without construction of a new facility. Renovating the existing facility would not address all of the issues and concerns, and would not be cost effective.

Operating Costs of the Proposed Improvement

The annual cost of operating the proposed Fire Station is budgeted within the City's operating budget. Improvements in operating costs due to energy efficiency and other upgrades are possible.

Alternatives for Shared Facilities with Other Cities or Local Government

At this point the City does not anticipate sharing the proposed Fire Station with other units of government.

¹Overlapping debt is as of the dated date of the Bonds. Only those taxing jurisdictions with general obligation debt outstanding are included in this section. Does **not** include non-general obligation debt, self-supporting general obligation revenue debt, short-term general obligation debt, or general obligation tax/aid anticipation certificates of indebtedness.

²Outstanding debt is based on information in Official Statements obtained on EMMA and the Municipal Advisor's records.

³Includes the 2020/21 Taxable Net Tax Capacity and Agricultural Credit values; the 2021/22 Agricultural Credit values are expected to be available in August 2022.

⁴Currently, the State of Minnesota is paying approximately 3.00% of the principal and interest on the Waconia Public School District's general obligation bonds. Assuming this percentage continues for the life of the bonds, the State's proportionate share of principal is \$3,119,100. Based upon the long-term facilities maintenance revenue formula and current statistics, the District anticipates a portion of this debt will be paid by the State of Minnesota.

⁵The above debt includes all outstanding general obligation debt supported by taxes of the Metropolitan Council. The Council also has general obligation sewer revenue, wastewater revenue, and radio revenue bonds and lease obligations outstanding all of which are supported entirely by revenues and have not been included in the Overlapping Debt or Debt Ratios sections.

SECTION V: Financing the Capital Improvement Plan

The total principal amount of requested expenditures under this Capital Improvement Plan is \$14,000,000. This amount represents the maximum principal amount of CIP Bonds that may be issued to finance the construction of the Fire Station. Principal and interest on the CIP Bonds will be paid through a tax levy over the term of the CIP Bonds, further shown in Appendix A.

In the financing of the Capital Improvement Plan, two significant statutory limitations apply.

1. Under Chapter 475, with few exceptions, municipalities cannot incur debt more than 3% of the assessor's estimated market value for the municipality. In the City, the estimated market value is \$1,718,211,500. Therefore, the total amount of outstanding debt cannot exceed \$51,546,345 (These values are for 2021/22 tax year). As of August 15, 2022, the City has \$6,625,000 subject to the legal debt limit (this amount includes the 2015C CIP Bonds, 2016A Equipment Certificates, 2017A Equipment Certificates, 2019A Equipment Certificates, and 2021A Equipment Certificates and Street Reconstruction Plan Bonds).
2. A separate limitation under the CIP Act is that, without referendum, the total amount of principal and interest in any one year on all CIP Bonds issued by the City cannot exceed 0.16% of the total estimated market value in the municipality. In the City, that maximum annual debt service amount is \$2,749,138 for the 2021/22 tax year ($\$1,718,211,500 \times .0016$). The maximum principal and interest payments on the CIP Bonds proposed to be issued under this CIP and the payments on the 2015C CIP Bonds are estimated to be approximately \$1,563,143. As such, debt service on the CIP Bonds will be well within the annual limits under the CIP Act.

Details regarding the proposed terms of the CIP Bonds under this CIP are shown in Appendix A. The principal payments on the CIP Bonds will be deferred until the 2015C CIP Bonds are paid off. A schedule of events for approval of the CIP and issuance of the CIP Bonds is shown in Appendix B; and the resolution calling the public hearing, form of the public hearing notice, and resolution approving the CIP are shown in Appendix C.

Continuation of the Capital Improvement Plan

This Capital Improvement Plan should be reviewed as needed by the City Council using the process outlined in this Plan. It should review proposed expenditures, make priority decisions, and seek funding for those expenditures it deems necessary for the City. If deemed appropriate, the Council should prepare an update to this Plan.

Appendix A

Proposed CIP Bond Issue

City of Waconia, Minnesota

\$18,020,000 General Obligation Bonds, Series 2022A

Issue Summary

Assumes Current Market Non-BQ "AA+" Rates plus 50bps

Total Issue Sources And Uses

Dated 10/06/2022 | Delivered 10/06/2022

	CIP Bonds (475)	Improvements (429)	Tax Abatement (469)	Utility Revenue (444)	Sanitary Sewer Revenue (115)	Issue Summary
Sources Of Funds						
Par Amount of Bonds	\$13,735,000.00	\$1,905,000.00	\$1,145,000.00	\$1,000,000.00	\$235,000.00	\$18,020,000.00
ARPA Funds	-	-	-	187,500.00	187,500.00	375,000.00
Total Sources	\$13,735,000.00	\$1,905,000.00	\$1,145,000.00	\$1,187,500.00	\$422,500.00	\$18,395,000.00
Uses Of Funds						
Total Underwriter's Discount (1.000%)	137,350.00	19,050.00	11,450.00	10,000.00	2,350.00	180,200.00
Costs of Issuance	92,989.46	12,897.34	7,751.94	6,770.25	1,591.01	122,000.00
Deposit to Project Construction Fund	13,500,000.00	1,876,960.00	1,126,392.00	1,167,363.00	418,719.00	18,089,434.00
Rounding Amount	4,660.54	(3,907.34)	(593.94)	3,366.75	(160.01)	3,366.00
Total Uses	\$13,735,000.00	\$1,905,000.00	\$1,145,000.00	\$1,187,500.00	\$422,500.00	\$18,395,000.00

City of Waconia, Minnesota

\$13,735,000 General Obligation Bonds, Series 2022A

CIP Bonds (475)

Assumes Current Market Non-BQ "AA+" Rates plus 50bps

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
10/06/2022	-	-	-	-	-
08/01/2023	-	-	463,725.66	463,725.66	-
02/01/2024	-	-	282,951.25	282,951.25	746,676.91
08/01/2024	-	-	282,951.25	282,951.25	-
02/01/2025	-	-	282,951.25	282,951.25	565,902.50
08/01/2025	-	-	282,951.25	282,951.25	-
02/01/2026	-	-	282,951.25	282,951.25	565,902.50
08/01/2026	-	-	282,951.25	282,951.25	-
02/01/2027	-	-	282,951.25	282,951.25	565,902.50
08/01/2027	-	-	282,951.25	282,951.25	-
02/01/2028	-	-	282,951.25	282,951.25	565,902.50
08/01/2028	-	-	282,951.25	282,951.25	-
02/01/2029	410,000.00	3.400%	282,951.25	692,951.25	975,902.50
08/01/2029	-	-	275,981.25	275,981.25	-
02/01/2030	555,000.00	3.550%	275,981.25	830,981.25	1,106,962.50
08/01/2030	-	-	266,130.00	266,130.00	-
02/01/2031	570,000.00	3.650%	266,130.00	836,130.00	1,102,260.00
08/01/2031	-	-	255,727.50	255,727.50	-
02/01/2032	755,000.00	3.750%	255,727.50	1,010,727.50	1,266,455.00
08/01/2032	-	-	241,571.25	241,571.25	-
02/01/2033	1,080,000.00	3.850%	241,571.25	1,321,571.25	1,563,142.50
08/01/2033	-	-	220,781.25	220,781.25	-
02/01/2034	1,120,000.00	4.000%	220,781.25	1,340,781.25	1,561,562.50
08/01/2034	-	-	198,381.25	198,381.25	-
02/01/2035	1,165,000.00	4.050%	198,381.25	1,363,381.25	1,561,762.50
08/01/2035	-	-	174,790.00	174,790.00	-
02/01/2036	1,210,000.00	4.100%	174,790.00	1,384,790.00	1,559,580.00
08/01/2036	-	-	149,985.00	149,985.00	-
02/01/2037	1,260,000.00	4.200%	149,985.00	1,409,985.00	1,559,970.00
08/01/2037	-	-	123,525.00	123,525.00	-
02/01/2038	1,315,000.00	4.300%	123,525.00	1,438,525.00	1,562,050.00
08/01/2038	-	-	95,252.50	95,252.50	-
02/01/2039	1,370,000.00	4.350%	95,252.50	1,465,252.50	1,560,505.00
08/01/2039	-	-	65,455.00	65,455.00	-
02/01/2040	1,430,000.00	4.450%	65,455.00	1,495,455.00	1,560,910.00
08/01/2040	-	-	33,637.50	33,637.50	-
02/01/2041	1,495,000.00	4.500%	33,637.50	1,528,637.50	1,562,275.00
Total	\$13,735,000.00	-	\$7,778,624.41	\$21,513,624.41	-

Yield Statistics

Bond Year Dollars	\$185,422.57
Average Life	13.500 Years
Average Coupon	4.1950796%
Net Interest Cost (NIC)	4.2691537%
True Interest Cost (TIC)	4.2760458%
Bond Yield for Arbitrage Purposes	4.0953757%
All Inclusive Cost (AIC)	4.3439619%

Appendix B

Pre-Sale Schedule dated July 18, 2022 For the Sale of G.O. Capital Improvement Plan Bonds

The City Council must take the following actions before Bonds can be issued:

- City Council directs preparation of a 5-Year Capital Improvement Plan.
- City Council conducts a Public Hearing on issuance of Bonds and Capital Improvement Plan.
- City Council approves Bonds and Capital Improvement Plan by at least a 3/5ths vote of the governing body membership.

The table below lists the steps in the issuing process:

7/18	City Council adopts Resolution calling for Public Hearing on issuance of Bonds and on Capital Improvement Plan. City Council provides for sale of Bonds.
7/25 @ 10am	Close date to get Notice of Public Hearing on issuance of Bonds and on Capital Improvement Plan to official newspaper for publication.
7/28	Publish Notice of Public Hearing on issuance of Bonds and on Capital Improvement Plan (publication no more than 28 days and no less than 14 days prior to hearing date).
8/15 @ 6:00pm	City Council holds Public Hearing on Bonds and on Capital Improvement Plan and adopts Resolution giving preliminary approval for their issuance and approving Capital Improvement Plan by at least a 3/5ths vote of the governing body membership.
Week of 9/5	Conference call with Standard & Poor's for bond rating. Ehlers due diligence call for official statement.
9/8	Ehlers prints official statement.
9/14	Reverse referendum period ends (within 30 days of the public hearing).
9/19	City Council accepts offer for Bonds and adopts Resolution-Approving sale of Bonds.
10/6	Tentative closing/receipt of funds.

Net Debt Limit		Annual Levy Limit	
Assessor's Estimated Market Value	1,718,211,500	Assessor's Estimated Market Value	1,718,211,500
Multiply by 3%	0.03	Multiply by .16%	0.0016
Statutory Debt Limit	51,546,345	Statutory Levy Limit	2,749,138
Less: Debt Paid Solely from Taxes	(6,625,000)	Less: Annual Levy under CIP	(1,563,143)
Unused Debt Limit	44,921,345	Unused Levy Limit	1,185,995

*These values are for Pay 2022.

Appendix C

CITY OF WACONIA
COUNTY OF CARVER
STATE OF MINNESOTA

RESOLUTION NO. _____

RESOLUTION CALLING PUBLIC HEARING ON
THE INTENSION TO ISSUE GENERAL OBLIGATION CAPITAL
IMPROVEMENT PLAN BONDS AND THE PROPOSAL TO
ADOPT A CAPITAL IMPROVEMENT PLAN THEREFOR

A. WHEREAS, pursuant to Minnesota Statutes, Section 475.521 the City of Waconia, Minnesota (the “City”) may issue bonds to finance capital expenditures under its Capital Improvement Plan over a period of five years (the “Plan”) without an election provided that, among other things, prior to issuing the bonds the City adopts the Plan after a public hearing thereon and publishes a notice of its intention to issue the bonds and the date and time of a hearing to obtain public comment on the matter; and

B. WHEREAS, the City Council will hold a public hearing on its intention to issue general obligation capital improvement plan bonds in one or more series from time to time (the “Bonds”) and to adopt the Plan therefor pursuant thereto on August 15, 2022; and

NOW, THEREFOR, BE IT RESOLVED by the City Council of the City of Waconia, Minnesota, that the City Council hereby calls for a public hearing on its intent to issue the Bonds and to adopt the Plan therefor, such hearing to be held on the date and time set forth in Exhibit A attached hereto. The City Council is hereby directed to cause the notice to be published at least 14 but not more than 28 days before the hearing in the official newspaper of the City or a newspaper of general circulation in the City.

Member _____ moved for the adoption of the foregoing resolution. The motion for the adoption of the foregoing resolution was duly seconded by member _____ and, after full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted the same:

whereupon said resolution was declared duly passed and adopted.

Dated this 18th day of July, 2022.

City Administrator

EXHIBIT A

CITY OF WACONIA, MINNESOTA

NOTICE OF PUBLIC HEARING
ON INTENTION TO ISSUE
GENERAL OBLIGATION CAPITAL IMPROVEMENT PLAN BONDS
AND PROPOSAL TO ADOPT A CAPITAL
IMPROVEMENT PLAN THEREFOR

NOTICE IS HEREBY GIVEN that the City Council of the City of Waconia, Minnesota (the “City”) will meet on Monday, August 15, 2022, at 6:00 p.m., at the Waconia City Hall, 201 South Vine Street in Waconia, Minnesota **[and by electronic means]**, in part to hold a public hearing concerning (1) the proposal to adopt a Capital Improvement Plan pursuant to *Minnesota Statutes*, Section 475.521; and (2) the proposed issuance of general obligation bonds (the “Bonds”). The Bonds will be in an amount not to exceed \$14,000,000 and will be used for the construction of a new fire station in the City.

If a petition requesting a vote on the issuance of the Bonds, signed by voters equal to five percent of the votes cast in the City in the last municipal general election, is filed with the City Administrator within 30 days after the public hearing (i.e., by September 14, 2022), the City may issue the Bonds only after obtaining approval of a majority of voters voting on the question at an election.

A copy of the plan is available for inspection in the City Administrator’s Office, City Hall, 201 South Vine Street, Waconia, Minnesota 55387-1337. Questions or comments may be directed to the City Administrator’s Office at 952-442-2184.

All interested persons may appear and be heard at the public hearing either orally or in writing **[or via electronic means as posted on the agenda on the City’s website]** or may file written comments with the City Administrator before the hearing.

Dated: July 18, 2022

BY ORDER OF THE CITY COUNCIL OF
THE CITY OF WACONIA, MINNESOTA

/s/Shane Fineran
City Administrator
City of Waconia, Minnesota

[Submit July 25; Publish July 28]

CITY OF WACONIA
COUNTY OF CARVER
STATE OF MINNESOTA

RESOLUTION NO. _____

RESOLUTION 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 CAPITAL
IMPROVEMENT PLAN THEREFOR

A. WHEREAS, the City Council of the City of Waconia, Minnesota (the “City”) proposes to issue its general obligation capital improvement plan bonds in one or more series from time to time (the “Bonds”) and adopt the City of Waconia, Minnesota Capital Improvement Plan of 2022 through 2026 for the construction of a new fire station in the City (the “Plan”); and

B. WHEREAS, the City has caused notice of the public hearing on the intention to issue the Bonds and on the proposed adoption of the Plan to be published pursuant to and in accordance with Minnesota Statutes, Section 475.521; and

C. WHEREAS, a public hearing on the intention to issue the Bonds and on the proposed Plan has been held on this date, following published notice of the hearing as required by law; and

D. WHEREAS, in approving the Plan, the City Council considered for each project and for the plan:

1. The condition of the City's existing infrastructure, including the projected need for repair and replacement;
2. The likely demand for the improvement;
3. The estimated cost of the improvement;
4. The available public resources;
5. The level of overlapping debt in the City;
6. The relative benefits and costs of alternative uses of the funds;
7. Operating costs of the proposed improvements; and
8. Alternatives for providing services more efficiently through shared facilities with other local governmental units; and

E. WHEREAS, the City Council has determined that the issuance of the Bonds is the best way to finance the capital improvements described in the Plan as authorized under Minnesota Statutes, Section 475.521.

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

1. The Plan is hereby in all respects approved.

2. The staff and consultants of the City are hereby authorized to do all other things and take all other actions as may be necessary or appropriate to carry out the Plan in accordance with any applicable laws and regulations.

3. The City gives preliminary approval to issuance of the Bonds in the maximum principal amount of \$14,000,000, provided that if a petition requesting a vote on issuance of the Bonds, signed by voters equal to five percent of the votes cast in the last municipal general election, is filed with City Administrator by September 14, 2022, the City may issue the Bonds only after obtaining approval of a majority of voters voting on the question at an election.

4. The City declares its official intent to reimburse itself for the costs of the Plan from the proceeds of the Bonds.

Member _____ moved for the adoption of the foregoing resolution. The motion for the adoption of the foregoing resolution was duly seconded by member _____ and, after full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted the same:

whereupon said resolution was declared duly passed and adopted.

Dated this 15th day of August, 2022.

City Administrator

[Bonds must be approved by at least three-fifths of the members.]

[Issuance of Bonds is subject to a 30-day reverse referendum after the public hearing.]



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		August 15, 2022					
Item Name:		August 1, 2022 City Council Meeting Minutes					
Originating Department:		Administration					
Presented by:		Ann Meyerhoff					
Previous Council Action (if any):							
Item Type (X only one):		Consent	X	Regular Session		Discussion Session	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Approve August 1, 2022 City Council Meeting Minutes							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
<u>Attachments:</u> 1. Minutes 8-1-22.docx							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information: _____ Budgeted _____ Non Budgeted _____ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			

**CITY OF WACONIA
AUGUST 1, 2022**

1) [CALL MEETING TO ORDER AND ROLL CALL](#)

2) [PLEDGE OF ALLEGIANCE](#)

3) [ADOPT AGENDA](#)

Motion by Waldron, seconded by Sorensen 3) ADOPT AGENDA

MOTION carried

4) [VISITOR'S PRESENTATIONS, PETITIONS, CORRESPONDENCE](#)

5) [ADOPT CONSENT AGENDA](#)

5.1 July 18, 2022 City Council Meeting Minutes

[2022-07-18 minutes.doc](#)

5.2 August 1, 2022 Expenditures

[Council List-Expenditures 08.01.2022.pdf](#)

5.3 Contractor Pay Request #1 - Waterford Park - Water Reuse Station Project

[2022-07-20 Waterford Reuse Payment #1.pdf](#)

5.4 Contractor Pay Request #4 - Waconia East Frontage Road Improvements

[EFR Pay Request 4.pdf](#)

5.5 Contractor Pay Request #3 - Waconia 2022 Infrastructure Improvements

[2022 Infrastructure Pay Request 3.pdf](#)

5.6 Contractor Pay Request #7 - Waconia Parkway South Improvements

[2022-07-27 WPS Payment #7.pdf](#)

5.7 Motion to Approve Request for Lodging Tax Reimbursement from the Waconia
CVB for Expenditures Incurred June - July 2022

5.8 Chamber of Commerce Nickle Dickle Day Request

[2022_City Council Request.pdf](#)

[NDD Route_2022.pdf](#)

- 5.9 Application for Exempt Permit for Church of St. Joseph
[22212res st. joe gambling.doc](#)
- 5.10 Donation Acceptance - Cash Donation for Operations of the Fire Department
[22213Res_Donations_Received_Fire_08.01.22.doc](#)
- 5.11 Donation Acceptance - Cash Donations for Adaptive Playground Equipment
[22214Donations_Received_Donations_for_Playground_08.01.22_Res.doc](#)
- 5.12 Authorize Grant Application Submittal
[22215res_Format_BSWR_Grant_Competitive \(1\).doc](#)
[BWSR Projects and Practices_Clean Water Fund Competitive Grant FY2023.pdf](#)
- 5.13 Authorize Hire for Park Maintenance Worker
[22216res Park_Maintenance_Worker_Hire_Resolution.docx](#)
- 5.14 Authorize Hire for Mechanic
[22217res Mechanic_Hire_Resolution.docx](#)
- 5.15 Hiring of Probationary Firefighters
[22218res Appointment_of_Firefighters_8.1.22.docx](#)

Motion by Sorensen , seconded by Leo 5) ADOPT CONSENT AGENDA
MOTION carried

- 6) [COUNCIL BUSINESS](#)
- 7) [ITEMS REMOVED FROM CONSENT AGENDA](#)
- 8) [STAFF REPORTS](#)

Sgt. Tyler Stahn gave a Law Enforcement Update for the Carver County Sheriff's Office.
Craig Eldred gave an update on the 2022 Infrastructure Project.

- 9) [BOARD REPORTS](#)

10) ANNOUNCEMENTS

Music and Movie in the Park. Candidate filing starts tomorrow. Primary August 9th.

11) ADJOURN REGULAR MEETING

Motion by Waldron, seconded by Leo 11) ADJOURN REGULAR MEETING AT 6:23 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:		August 15, 2022					
Item Name:		August 15, 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 August 15, 2022 Expenditures							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
<u>Attachments:</u> 1. Council List-Expenditures 08.15.2022_Purchasing Card.pdf 2. Council List-Expenditures 08.15.2022_Electronic Payments.pdf 3. Council List-Expenditures 08.15.2022_Regular.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: August 15, 2022

VENDOR NAME	DESCRIPTION	AMOUNT	FUND / DEPARTMENT
AMAZON.COM	Absentee Voting Supplies	\$38.64	Administration
AMAZON.COM	Aluminum Gutter Elbow	\$25.07	Parks
AMAZON.COM	Computer Hardware Cables	\$159.66	Technology
AMAZON.COM	Elections Supplies	\$87.52	Administration
AMAZON.COM	Zip Hinge	\$16.98	Parks
AMERICAN MAILING MACHINES	Postage Machine Ink Cartridge	\$334.02	Administration
AMERICAN PUBLIC WORKS ASSOCIATION	PW Management Course	\$721.00	Streets
AMERICAN PUBLIC WORKS ASSOCIATION	PW Management Course	\$721.00	Parks
AMERICAN PUBLIC WORKS ASSOCIATION	PW Management Course	\$721.00	Sewer Utility Fund
ASPEN MILLS INCORPORATED	FD Name Tags	\$831.68	Fire
ASSURITY LIFE INSURANCE COMPANY	Premiums 06.2022	\$954.68	Personnel Liabilities
BIFFS, INC.	Portable Park Sanitation 06.2022	\$2,520.00	Parks
BOLTON & MENK, INC	Smart Salt Training	\$160.00	Streets
CANAL PARK BREWING COMPANY	LMC Conference Meals	\$41.96	Administration
CANAL PARK LODGE	LMC Conference Lodging	\$1,114.04	Administration
CANAL PARK LODGE	LMC Conference Lodging Refund	-\$386.60	Administration
CAR-CO AUTO PARTS CO.	#172 Air & Oil Filters	\$82.70	Parks
CAR-CO AUTO PARTS CO.	#179 Filter & #150 Relay	\$74.33	Streets
CAR-CO AUTO PARTS CO.	#180 & #179 Dye & Refrigerant	\$131.66	Streets
CAR-CO AUTO PARTS CO.	#182 Repair Supplies	\$17.11	Streets
CAR-CO AUTO PARTS CO.	#193 Break Away System	\$68.42	Streets
CAR-CO AUTO PARTS CO.	#35 Hyd Filter & Shop Supplies	\$200.33	Sewer Utility Fund
CAR-CO AUTO PARTS CO.	#4002 Fuel Filter & Markers	\$92.41	Water Utility Fund
CAR-CO AUTO PARTS CO.	#44 Repair Supplies	\$34.60	Sewer Utility Fund
CAR-CO AUTO PARTS CO.	#47 Filters & #196 Switch	\$101.45	Storm Water Fund
CAR-CO AUTO PARTS CO.	Drill Press for Shop	\$8.99	Streets
CAR-CO AUTO PARTS CO.	Irrigation Gauge	\$7.99	Storm Water Fund
CAR-CO AUTO PARTS CO.	Shop Tools	\$71.99	Parks
CAR-CO AUTO PARTS CO.	Shop Tools & Supplies	\$25.66	Parks
CARQUEST AUTO PARTS	#2046 Hyd Hose and Hose End	\$42.74	Parks
CARTEGRAPH	See Click Fix Software	\$10,000.00	Technology
CENTRAL HYDRAULIC INC	Fork Truck Cylinder Repair	\$1,529.96	Streets
CINTAS CORPORATION NO. 2	CH First Aid Supplies	\$18.99	Central Facilities
CINTAS CORPORATION NO. 2	PW First Aid Supplies	\$35.02	Central Facilities
CITY OF WACONIA	Permit Testing Refund	-\$260.88	Bill Back Receivable
COMPASS MINERALS AMERICA INC.	Road Salt	\$7,020.38	Streets
CORE & MAIN	Curb Stop Shut Off Wrenches	\$1,345.91	Water Utility Fund
CORE & MAIN	East Frontage Road Supplies	\$6,467.54	Storm Water Fund
CORE & MAIN	Hydrant Parts	\$838.05	Water Utility Fund
CORE & MAIN	PVC Sewer Pipe	\$651.41	Storm Water Fund
CORE & MAIN	Supplies for Main Repair	\$4,785.40	Water Utility Fund
DECC - DULUTH ENTERTAINMENT CONVENTION	LMC Parking Fee	\$10.00	Administration
DELL MARKETING L.P.	Computer Hardware Spares	\$1,453.40	Technology

CITY OF WACONIA
Council List-Expenditures
Meeting: August 15, 2022

VENDOR NAME	DESCRIPTION	AMOUNT	FUND / DEPARTMENT
DELL MARKETING L.P.	Computer Hardware Water Plant	\$2,087.34	Technology
DELTA AIRLINES	ICMA Flights	\$437.20	Administration
DIAMOND VOGEL PAINT	Glass Beads	\$195.00	Streets
DISCOVER YOURSELF, INC.	Insight Profile; Wright	\$236.05	Finance
DISPLAY SALES COMPANY	Custom Christmas Banners	\$3,650.00	Street Light Utility Fund
DOG WASTE DEPOT	Dog Waste Bags	\$1,121.22	Parks
DQ GRILL & CHILL	WFDRA Reimbursement	\$39.74	Bill Back Receivable
ECM PUBLISHERS INC	Publishing Fees 05.2022	\$194.40	Administration
ECM PUBLISHERS INC	Publishing Fees 05.2022	\$68.04	Planning
ECM PUBLISHERS INC	Publishing Fees 05.2022	\$106.92	PIR Fund
ENVIROTECH SERVICES INC.	Calcium Chloride	\$441.10	Streets
EROSION PRODUCTS LLC	Straw Blanket & Staples	\$464.00	Streets
EROSION PRODUCTS LLC	Survey Lath Stakes	\$135.43	Parks
EROSION PRODUCTS LLC	Turf Mat & Basin Kit	\$4,206.80	Storm Water Fund
EULL'S MANUFACTURING CO	Mortar Mix & Hydrant Blocks	\$754.64	Water Utility Fund
EULL'S MANUFACTURING CO	Mortar Mix & Hydrant Blocks	\$1,609.36	Storm Water Fund
EVERSON HARDWARE HANK	#53 Truck Supplies	\$38.97	Sewer Utility Fund
EVERSON HARDWARE HANK	Appliance Mover Rental	\$8.50	Streets
EVERSON HARDWARE HANK	Builders Hardware & Epoxy	\$26.12	Parks
EVERSON HARDWARE HANK	Conduit & PVC	\$16.97	Parks
EVERSON HARDWARE HANK	Cowhide Gloves	\$84.95	Parks
EVERSON HARDWARE HANK	Deadblow Hammer	\$32.99	Sewer Utility Fund
EVERSON HARDWARE HANK	Epoxy Return	-\$6.49	Parks
EVERSON HARDWARE HANK	Galvanized Bushing	\$17.99	Storm Water Fund
EVERSON HARDWARE HANK	Galvanized Wire	\$13.98	Parks
EVERSON HARDWARE HANK	Ship Auger	\$22.99	Parks
EVERSON HARDWARE HANK	Strap	\$20.65	Storm Water Fund
EVERSON HARDWARE HANK	Waterford Irrigation Cap	\$7.47	Storm Water Fund
FASTENAL INDUSTRIAL & CONST	#44 Zip Ties	\$53.89	Sewer Utility Fund
FASTENAL INDUSTRIAL & CONST	Anchors	\$21.25	Water Utility Fund
FASTENAL INDUSTRIAL & CONST	Cedar Point Park Anchors	\$160.00	Parks
FASTENAL INDUSTRIAL & CONST	Rod	\$38.78	Streets
FASTENAL INDUSTRIAL & CONST	Safety Vending Equipment 05.20	\$904.74	Water Utility Fund
FEDERAL SIGNAL CORPORATION SSG	Civil Defense Siren Update	\$11,337.93	Community Safety
FERGUSON ENTERPRISES, INC.	Annual Meter Read Software Fee	\$22,685.00	Water Utility Fund
FERGUSON ENTERPRISES, INC.	Gasket	\$10.60	Water Utility Fund
FERGUSON ENTERPRISES, INC.	Irrigation Repair Supplies	\$369.54	Parks
FERGUSON ENTERPRISES, INC.	New Home Resale Meters	\$10,840.02	Water Utility Fund
FERGUSON ENTERPRISES, INC.	Reuse & New House Meters	\$6,491.87	Water Utility Fund
FERGUSON ENTERPRISES, INC.	Reuse Meter	\$810.00	Storm Water Fund
FERGUSON ENTERPRISES, INC.	Water Tower Supplies	\$421.83	Water Utility Fund
FERGUSON ENTERPRISES, INC.	WTP Replacement Meter	\$3,610.82	Water Utility Fund
GFOA	2021 ACFR Submission	\$460.00	Finance
GILLUND ENTERPRISES	Glass Cleaner	\$822.88	Streets
GRAINGER, INC.	Parks Part	\$40.54	Parks
HOLIDAY GAS STATION	Command Vehicle Washing 06.2022	\$11.00	Fire
HOME DEPOT	Quickcrete & Stretch Wrap	\$279.78	Streets
HOME DEPOT	Reuse Fittings	\$47.90	Storm Water Fund

CITY OF WACONIA
Council List-Expenditures
Meeting: August 15, 2022

VENDOR NAME	DESCRIPTION	AMOUNT	FUND / DEPARTMENT
ICMA	ICMA Annual Membership; Schulz	\$1,040.00	Administration
LANO EQUIPMENT, INC.	#172 Seal, Washer, Bolts	\$523.66	Parks
LANO EQUIPMENT, INC.	#172 Tie Rod Assembly	\$262.88	Parks
LANO EQUIPMENT, INC.	#2025 Caster Wheel	\$113.11	Parks
LANO EQUIPMENT, INC.	Bobcat Rental	\$2,200.00	Streets
LANO EQUIPMENT, INC.	Bobcat Rental Credit	-\$275.00	Storm Water Fund
LANO EQUIPMENT, INC.	Excavator Rental Fee	\$1,100.00	Storm Water Fund
LANO EQUIPMENT, INC.	Fuel for Bobcat Rental	\$56.00	Streets
LANO EQUIPMENT, INC.	Male & Female Couplers	\$79.65	Streets
LAWSON PRODUCTS INC	Black Paint	\$103.69	Streets
LAWSON PRODUCTS INC	Dark Gray Paint	\$34.56	Streets
LAWSON PRODUCTS INC	Equipment Bits & Clamps	\$839.61	Sewer Utility Fund
LAWSON PRODUCTS INC	Gray Sandble Paint	\$94.59	Streets
MACQUEEN EQUIPMENT, INC.	Auger Snogo	\$10,010.61	Streets
MACQUEEN EQUIPMENT, INC.	Dirt Scraper	\$65.36	Storm Water Fund
MEDIACOM	SI Cable Box Fees 07.06-08.05	\$22.10	Safari Island Fund
MELCHERT HUBERT SJODIN, PLLP	City Legal Fees 04.2022	\$3,674.37	Administration
MELCHERT HUBERT SJODIN, PLLP	City Legal Fees 04.2022	\$6,653.35	PIR Fund
MELCHERT HUBERT SJODIN, PLLP	City Legal Fees 04.2022	\$105.00	Water Utility Fund
MELCHERT HUBERT SJODIN, PLLP	City Legal Fees 04.2022	\$105.00	Sewer Utility Fund
MELCHERT HUBERT SJODIN, PLLP	City Legal Fees 04.2022	\$1,228.25	Storm Water Fund
MELCHERT HUBERT SJODIN, PLLP	City Legal Fees 05.2022	\$2,634.44	Administration
MELCHERT HUBERT SJODIN, PLLP	City Legal Fees 05.2022	\$29.00	Streets
MELCHERT HUBERT SJODIN, PLLP	City Legal Fees 05.2022	\$8,981.96	PIR Fund
MELCHERT HUBERT SJODIN, PLLP	City Legal Fees 05.2022	\$35.00	Water Utility Fund
MELCHERT HUBERT SJODIN, PLLP	City Legal Fees 05.2022	\$35.00	Sewer Utility Fund
MELCHERT HUBERT SJODIN, PLLP	City Legal Fees 05.2022	\$2,903.60	Storm Water Fund
MERCURY TECHNOLOGIES OF MN	Building Bulbs Recycling	\$441.74	Central Facilities
METRO FIBERNET LLC	Phone Services 06.2022	\$22.61	Bill Back Receivable
METRO FIBERNET LLC	Phone Services 06.2022	\$32.86	Finance
METRO FIBERNET LLC	Phone Services 06.2022	\$489.49	Central Facilities
METRO FIBERNET LLC	Phone Services 06.2022	\$136.41	Safari Island Fund
METRO FIBERNET LLC	Phone Services 06.2022	\$109.93	Water Utility Fund
METRO FIBERNET LLC	Phone Services 06.2022	\$30.87	Sewer Utility Fund
METRO FIBERNET LLC	Phone Services 06.2022	\$41.15	Storm Water Fund
METRO FIBERNET LLC	Phone Services 06.2022	\$108.48	Ice Arena
MIDWEST MACHINERY CO.	#190 Fender	\$344.49	Parks
MN STATE PATROL	DOT Stickers	\$28.50	Streets
MN VALLEY ELECTRIC COOP	Electric Service 06.2022	\$80.18	Central Facilities
MN VALLEY ELECTRIC COOP	Electric Service 06.2022	\$328.37	Sewer Utility Fund
MN VALLEY ELECTRIC COOP	Electric Service 06.2022	\$2,892.27	Street Light Utility Fund
NEWMAN SIGNS	EFR Signs	\$5,723.67	PIR Fund
NUSS EQUIPMENT GROUP LLC	Coveralls	\$182.27	Streets
NUTRIEN AG SOLUTIONS, INC.	Parks Chemicals	\$324.30	Parks
ORGANIC RECYCLING FAC	Hwy 5 Median Seeding	\$1,531.25	Parks
ORGANIC RECYCLING FAC	TH 5 Median Top Soil	\$1,954.40	Parks
PINE PRODUCTS	Compost Disposal	\$650.00	Streets
PINE PRODUCTS	Dark Walnut Mulch	\$58.00	Parks

CITY OF WACONIA
Council List-Expenditures
Meeting: August 15, 2022

VENDOR NAME	DESCRIPTION	AMOUNT	FUND / DEPARTMENT
PRECISE MRM LLC	AVL Annual Network Access Fee	\$1,200.00	Streets
PRECISE MRM LLC	AVL Annual Network Access Fee	\$1,200.00	Parks
PRECISE MRM LLC	AVL Annual Network Access Fee	\$1,200.00	Water Utility Fund
PRECISE MRM LLC	AVL Annual Network Access Fee	\$1,200.00	Sewer Utility Fund
PRECISE MRM LLC	AVL Annual Network Access Fee	\$1,200.00	Storm Water Fund
PRECISE MRM LLC	Vehicle Data Charge 05.2022	\$528.00	Water Utility Fund
R&W ROPE	Fishing Pier R Lake	\$837.95	PIR Fund
ROBERT HAMILTON/HAJOCA CORP	# Ball Valve for Air Testing	\$66.42	Water Utility Fund
SAFETY VEHICLE SOLUTIONS,	2022 Can-Am	\$2,600.00	Capital Equipment Fund
SCHINDLER ELEVATOR CORP	Elevator Contract Service	\$201.45	Water Utility Fund
SITE ONE LANDSCAPE SUPPLY	Superior Strength Adhesive	\$369.36	Parks
SNAP-ON TOOLS	Impact	\$20.00	Streets
SNAP-ON TOOLS	Sockets	\$49.90	Water Utility Fund
STAPLES CONTRACT & COMMERCIAL, INC.	Absentee Voting Supplies	\$39.17	Administration
STAPLES CONTRACT & COMMERCIAL, INC.	Dry Erase Markers	\$10.19	Parks
STAPLES CONTRACT & COMMERCIAL, INC.	Laminating Pouches & Dry Erase	\$85.23	Streets
STAPLES CONTRACT & COMMERCIAL, INC.	Planning Department Folders	\$65.77	Planning
STAPLES CONTRACT & COMMERCIAL, INC.	Plunger	\$16.09	Streets
STAPLES CONTRACT & COMMERCIAL, INC.	Toilet Paper & Cleaning Supplies	\$116.05	Streets
STAPLES CONTRACT & COMMERCIAL, INC.	Trash Bags	\$467.24	Parks
TARGET	Desk Organizer	\$6.00	Planning
TARGET	Elections Ballot Holder	\$9.00	Administration
TARGET	Office Supplies	\$54.76	Technology
TARGET	Storage Containers for IT	\$40.00	Administration
TOLL COMPANY	Tig Kit & Spool Gun	\$3,052.20	Streets
TOLL COMPANY	Tig Kit & Spool Gun	\$3,052.19	Sewer Utility Fund
UNIVERSITY OF MN - SHADE TREE	Pesticide Recertification Work	\$290.00	Parks
VERIZON WIRELESS	City Cell/Aircard Service 04.2022	\$82.42	Administration
VERIZON WIRELESS	City Cell/Aircard Service 04.2022	\$76.22	Technology
VERIZON WIRELESS	City Cell/Aircard Service 04.2022	\$81.22	Planning
VERIZON WIRELESS	City Cell/Aircard Service 04.2022	\$240.08	Fire
VERIZON WIRELESS	City Cell/Aircard Service 04.2022	\$178.64	Streets
VERIZON WIRELESS	City Cell/Aircard Service 04.2022	\$191.14	Parks
VERIZON WIRELESS	City Cell/Aircard Service 04.2022	\$256.42	Water Utility Fund
VERIZON WIRELESS	City Cell/Aircard Service 04.2022	\$256.43	Sewer Utility Fund
VERIZON WIRELESS	City Cell/Aircard Service 04.2022	\$177.99	Storm Water Fund
VERIZON WIRELESS	City Cell/Aircard Service 04.2022	\$34.64	Street Light Utility Fund
VERIZON WIRELESS	City Cell/Aircard Service 04.2022	\$41.21	Ice Arena
VERIZON WIRELESS	City Cell/Aircard Service 05.2022	\$82.42	Administration
VERIZON WIRELESS	City Cell/Aircard Service 05.2022	\$76.22	Technology
VERIZON WIRELESS	City Cell/Aircard Service 05.2022	\$81.22	Planning
VERIZON WIRELESS	City Cell/Aircard Service 05.2022	\$240.08	Fire
VERIZON WIRELESS	City Cell/Aircard Service 05.2022	\$178.64	Streets
VERIZON WIRELESS	City Cell/Aircard Service 05.2022	\$191.14	Parks
VERIZON WIRELESS	City Cell/Aircard Service 05.2022	\$256.48	Water Utility Fund
VERIZON WIRELESS	City Cell/Aircard Service 05.2022	\$256.47	Sewer Utility Fund
VERIZON WIRELESS	City Cell/Aircard Service 05.2022	\$177.99	Storm Water Fund
VERIZON WIRELESS	City Cell/Aircard Service 05.2022	\$34.64	Street Light Utility Fund

CITY OF WACONIA
Council List-Expenditures
Meeting: August 15, 2022

VENDOR NAME	DESCRIPTION	AMOUNT	FUND / DEPARTMENT
VERIZON WIRELESS	City Cell/Aircard Service 05.2022	\$41.21	Ice Arena
VERIZON WIRELESS	City Cell/Aircard Service 06.2022	\$82.42	Administration
VERIZON WIRELESS	City Cell/Aircard Service 06.2022	\$76.22	Technology
VERIZON WIRELESS	City Cell/Aircard Service 06.2022	\$81.22	Planning
VERIZON WIRELESS	City Cell/Aircard Service 06.2022	\$240.08	Fire
VERIZON WIRELESS	City Cell/Aircard Service 06.2022	\$178.64	Streets
VERIZON WIRELESS	City Cell/Aircard Service 06.2022	\$191.14	Parks
VERIZON WIRELESS	City Cell/Aircard Service 06.2022	\$256.49	Water Utility Fund
VERIZON WIRELESS	City Cell/Aircard Service 06.2022	\$256.50	Sewer Utility Fund
VERIZON WIRELESS	City Cell/Aircard Service 06.2022	\$118.64	Storm Water Fund
VERIZON WIRELESS	City Cell/Aircard Service 06.2022	\$34.64	Street Light Utility Fund
VERIZON WIRELESS	City Cell/Aircard Service 06.2022	\$41.21	Ice Arena
WACONIA CHAMBER OF COMMERCE	Chamber Lunch; Fineran	\$30.00	Administration
WACONIA CHAMBER OF COMMERCE	Chamber Lunch; Schulze & Eldred	\$60.00	Administration
ZIEGLER INC	#4002 O-Ring, Senson & Indicate	\$292.41	Sewer Utility Fund
ZYNNOVATION, LLC	Tree Diapers	\$2,670.48	Parks
Grand Total		\$202,353.92	

The above bills have been approved for payment at the regular City Council Meeting on August 15, 2022.
Authorized and ordered for payment:

Mayor

City Administrator

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

Nicole Meyer, Finance Director

CITY OF WACONIA
Council List-Expenditures
Meeting: August 15, 2022

VENDOR NAME	DESCRIPTION	AMOUNT	FUND / DEPARTMENT
AMERICAN LEGION POST 150	Revolving Loan Proceeds	\$115,000.00	Revolving Loan Fund
BOND TRUST SERVICES CORPORATION	2015C Bond Interest Pmt	\$32,025.00	2015C CIP BOND
BOND TRUST SERVICES CORPORATION	2014A Bond Interest Pmt	\$4,450.00	2014A GO BOND
BOND TRUST SERVICES CORPORATION	2015A Bond Interest Pmt	\$44,050.00	2015A GO BOND
BOND TRUST SERVICES CORPORATION	2016A Bond Interest Pmt	\$24,700.00	2016A GO BOND
BOND TRUST SERVICES CORPORATION	2017A Bond Interest Pmt	\$69,775.00	2017A GO BOND
BOND TRUST SERVICES CORPORATION	2018A Bond Interest Pmt	\$12,750.00	2018A GO BOND
BOND TRUST SERVICES CORPORATION	2019A Bond Interest Pmt	\$38,075.00	2019A GO BOND
BOND TRUST SERVICES CORPORATION	2020A Bond Interest Pmt	\$22,375.00	2020A GO BOND
BOND TRUST SERVICES CORPORATION	2021A Bond Interest Pmt	\$56,895.28	2021A GO BOND
BOND TRUST SERVICES CORPORATION	2014A Bond Interest Pmt	\$858.00	Water Utility Fund
BOND TRUST SERVICES CORPORATION	2015A Bond Interest Pmt	\$5,722.50	Water Utility Fund
BOND TRUST SERVICES CORPORATION	2018A Bond Interest Pmt	\$3,350.00	Water Utility Fund
BOND TRUST SERVICES CORPORATION	2019A Bond Interest Pmt	\$17,407.50	Water Utility Fund
BOND TRUST SERVICES CORPORATION	2020A Bond Interest Pmt	\$9,700.00	Water Utility Fund
BOND TRUST SERVICES CORPORATION	2020B Bond Interest Pmt	\$63,750.00	Water Utility Fund
BOND TRUST SERVICES CORPORATION	2021A Bond Interest Pmt	\$24,459.00	Water Utility Fund
BOND TRUST SERVICES CORPORATION	2014A Bond Interest Pmt	\$1,100.00	Sewer Utility Fund
BOND TRUST SERVICES CORPORATION	2015A Bond Interest Pmt	\$6,525.00	Sewer Utility Fund
BOND TRUST SERVICES CORPORATION	2018A Bond Interest Pmt	\$3,350.00	Sewer Utility Fund
BOND TRUST SERVICES CORPORATION	2019A Bond Interest Pmt	\$26,175.00	Sewer Utility Fund
BOND TRUST SERVICES CORPORATION	2020A Bond Interest Pmt	\$2,425.00	Sewer Utility Fund
BOND TRUST SERVICES CORPORATION	2020B Bond Interest Pmt	\$31,500.00	Sewer Utility Fund
BOND TRUST SERVICES CORPORATION	2021A Bond Interest Pmt	\$24,265.14	Sewer Utility Fund
BOND TRUST SERVICES CORPORATION	2014A Bond Interest Pmt	\$792.00	Storm Water Fund
BOND TRUST SERVICES CORPORATION	2015A Bond Interest Pmt	\$13,352.50	Storm Water Fund
BOND TRUST SERVICES CORPORATION	2019A Bond Interest Pmt	\$8,967.50	Storm Water Fund
BOND TRUST SERVICES CORPORATION	2020A Bond Interest Pmt	\$1,300.00	Storm Water Fund
BOND TRUST SERVICES CORPORATION	2021A Bond Interest Pmt	\$22,577.53	Storm Water Fund
CENTERPOINT ENERGY RESOURCES CORP	Natural Gas Service 05.2022	\$2,878.96	Central Facilities
CENTERPOINT ENERGY RESOURCES CORP	Natural Gas Service 05.2022	\$1,187.07	Water Utility Fund
CENTERPOINT ENERGY RESOURCES CORP	Natural Gas Service 05.2022	\$147.74	Sewer Utility Fund
CENTERPOINT ENERGY RESOURCES CORP	Natural Gas Service 05.2022	\$38.18	Storm Water Fund
CENTERPOINT ENERGY RESOURCES CORP	Natural Gas Service 05.2022	\$38.18	Street Light Utility Fund
CENTERPOINT ENERGY RESOURCES CORP	Natural Gas Service 05.2022	\$2,287.25	Ice Arena
EFTPS	Federal Taxes - Fire/CC 06/22	\$3,373.44	Personnel Liabilities
EFTPS	Federal Taxes - Pay 14-2022	\$28,993.33	Personnel Liabilities
EFTPS	Federal Taxes - Pay 15-2022	\$28,737.58	Personnel Liabilities
FIRST RESOURCE BANK	Grandstand Lease Purchase Pmt	\$6,740.25	2016 Lease Agreement - Baseball
INVOICE CLOUD, INC.	CC Transaction Fees 06.2022	\$1,939.35	Finance
KANSAS STATE BANK OF MANHATTAN	Exercise Equip Lease 07.2022	\$2,310.00	Safari Island Fund
MARCO TECHNOLOGIES, LLC	FS/PW/SI Printer Use 08.2022	\$1,171.78	Central Facilities
MARCO TECHNOLOGIES, LLC	PW Printer Lease 08.2022	\$70.68	Water Utility Fund
MARCO TECHNOLOGIES, LLC	PW Printer Lease 08.2022	\$70.69	Sewer Utility Fund
MARYLAND CHILD SUPPORT ACCOUNT	Case #300104367 - Chk 07.15.22	\$234.52	Personnel Liabilities
METRO FIBERNET LLC	Phone Services 07.2022	\$22.92	Bill Back Receivable
METRO FIBERNET LLC	Phone Services 07.2022	\$494.50	Central Facilities
METRO FIBERNET LLC	Phone Services 07.2022	\$137.91	Safari Island Fund
METRO FIBERNET LLC	Phone Services 07.2022	\$111.18	Water Utility Fund
METRO FIBERNET LLC	Phone Services 07.2022	\$31.36	Sewer Utility Fund
METRO FIBERNET LLC	Phone Services 07.2022	\$41.65	Storm Water Fund
METRO FIBERNET LLC	Phone Services 07.2022	\$109.73	Ice Arena
MINNESOTA DEPARTMENT OF REVENUE	Sales Tax Liability 06.2022	\$4.34	Personnel Liabilities
MINNESOTA DEPARTMENT OF REVENUE	State Taxes - Fire/CC 06/2022	\$192.84	Personnel Liabilities
MINNESOTA DEPARTMENT OF REVENUE	State Taxes - Pay 14-2022	\$5,410.01	Personnel Liabilities
MINNESOTA DEPARTMENT OF REVENUE	State Taxes - Pay 15-2022	\$5,336.58	Personnel Liabilities
MINNESOTA DEPARTMENT OF REVENUE	Sales Tax Liability 06.2022	\$191.78	Safari Island Fund
MINNESOTA DEPARTMENT OF REVENUE	Sales Tax Liability 06.2022	\$2,059.88	Water Utility Fund
MONEY MOVERS	SI Insurance Reimburse 06.2022	\$18.25	Safari Island Fund
NATIONWIDE RETIREMENT SOLUTIONS	EE Retirement - Pay 13-2022	\$50.00	Personnel Liabilities
NATIONWIDE RETIREMENT SOLUTIONS	EE Retirement - Pay 14-2022	\$2,570.00	Personnel Liabilities

CITY OF WACONIA
Council List-Expenditures
Meeting: August 15, 2022

VENDOR NAME	DESCRIPTION	AMOUNT	FUND / DEPARTMENT
NATIONWIDE RETIREMENT SOLUTIONS	EE Retirement - Pay 15-2022	\$2,570.00	Personnel Liabilities
NORTHERN STATES POWER COMPANY, MINNESOTA	Electric Service 05.2022	\$35.62	Community Safety
NORTHERN STATES POWER COMPANY, MINNESOTA	10525 10th St Electric 05.2022	\$25.47	Central Facilities
NORTHERN STATES POWER COMPANY, MINNESOTA	Electric Service 05.2022	\$145.63	Central Facilities
NORTHERN STATES POWER COMPANY, MINNESOTA	Electric Service 05.2022	\$2,804.57	Water Utility Fund
NORTHERN STATES POWER COMPANY, MINNESOTA	Electric Service 05.2022	-\$2,262.99	Sewer Utility Fund
NORTHERN STATES POWER COMPANY, MINNESOTA	Electric Service 05.2022	\$475.38	Storm Water Fund
NORTHERN STATES POWER COMPANY, MINNESOTA	Electric Service 05.2022	\$11,758.60	Street Light Utility Fund
NORTHERN STATES POWER COMPANY, MINNESOTA	Electric Service 05.2022	-\$900.75	Ice Arena
OLD NATIONAL BANK	EE HSA Liability - Pay 14-2022	\$3,874.07	Personnel Liabilities
OLD NATIONAL BANK	EE HSA Liability - Pay 15-2022	\$3,874.07	Personnel Liabilities
OLD NATIONAL BANK	ER HSA Liability - Pay 14-2022	\$2,200.12	Personnel Liabilities
OLD NATIONAL BANK	ER HSA Liability - Pay 15-2022	\$2,200.12	Personnel Liabilities
PERA	EE/ER Retirement - Pay 14-2022	\$16,785.66	Personnel Liabilities
PERA	EE/ER Retirement - Pay 15-2022	\$16,926.86	Personnel Liabilities
RELIANCE STANDARD	08.2022 Premiums	\$1,634.93	Personnel Liabilities
RINK MANAGEMENT SERVICES CORPORATION	SI CC Reimburse 06.2022	\$20,125.60	Safari Island Fund
RINK MANAGEMENT SERVICES CORPORATION	IA CC Reimburse 06.2022	\$15,721.25	Ice Arena
STANDARD PRINTING -N- MAILING	UB Mailing Processing 07.2022	\$1,155.78	Water Utility Fund
STANDARD PRINTING -N- MAILING	UB/Mailing Processing 06.2022	\$1,007.45	Water Utility Fund
STANDARD PRINTING -N- MAILING	UB Mailing Processing 07.2022	\$1,155.77	Sewer Utility Fund
STANDARD PRINTING -N- MAILING	UB/Mailing Processing 06.2022	\$1,007.46	Sewer Utility Fund
TAMARACK LAND, THE FIELDS OF WACONIA LLC	Reduce Financial Guarantee	\$356,992.62	PIR Fund
Grand Total		\$1,243,987.17	

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Mayor

City Administrator

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Nicole Meyer, Finance Director

CITY OF WACONIA
Council List-Expenditures
Meeting: August 15, 2022

VENDOR NAME	DESCRIPTION	AMOUNT	FUND / DEPARTMENT
AMERICAN ENGINEERING TESTING, INC.	EFR Parking Lot Engineering	\$10,958.00	PIR Fund
AMERICAN LEGION POST 150	Senior Dining Program 09.2022	\$600.00	Central Facilities
BOLTON & MENK, INC	2020 Infrastructure Improvements	\$77.84	PIR Fund
BOLTON & MENK, INC	2020 Infrastructure Improvements	\$9.73	Sewer Utility Fund
BOLTON & MENK, INC	2020 Infrastructure Improvements	\$11.12	Storm Water Fund
BOLTON & MENK, INC	2020 Infrastructure Improvements	\$40.31	Water Utility Fund
BOLTON & MENK, INC	2021 Infrastructure Improvements	\$470.23	PIR Fund
BOLTON & MENK, INC	2021 Infrastructure Improvements	\$326.77	Storm Water Fund
BOLTON & MENK, INC	2022 Improvement Project	\$24,790.40	PIR Fund
BOLTON & MENK, INC	2022 Improvement Project	\$3,873.50	Sewer Utility Fund
BOLTON & MENK, INC	2022 Improvement Project	\$3,873.50	Storm Water Fund
BOLTON & MENK, INC	2022 Improvement Project	\$6,197.60	Water Utility Fund
BOLTON & MENK, INC	ADA Transition Plan	\$194.00	PIR Fund
BOLTON & MENK, INC	Anderson Property Development	\$781.00	PIR Fund
BOLTON & MENK, INC	Cardinal Property Development	\$602.00	PIR Fund
BOLTON & MENK, INC	City Square ADA Compliance	\$800.00	PIR Fund
BOLTON & MENK, INC	Darabi Dermatology	\$823.00	PIR Fund
BOLTON & MENK, INC	Downtown Recon - Phase 1	\$2,347.00	PIR Fund
BOLTON & MENK, INC	Downtown Recon - Phase 1	\$704.10	Sewer Utility Fund
BOLTON & MENK, INC	Downtown Recon - Phase 1	\$938.80	Storm Water Fund
BOLTON & MENK, INC	Downtown Recon - Phase 1	\$704.10	Water Utility Fund
BOLTON & MENK, INC	East Frontage Road Extension	\$33,711.33	PIR Fund
BOLTON & MENK, INC	East Frontage Road Extension	\$1,954.28	Sewer Utility Fund
BOLTON & MENK, INC	East Frontage Road Extension	\$8,305.69	Storm Water Fund
BOLTON & MENK, INC	East Frontage Road Extension	\$4,885.70	Water Utility Fund
BOLTON & MENK, INC	East Frontage Road Parking Lot	\$1,238.00	PIR Fund
BOLTON & MENK, INC	Fields of Waconia Development	\$19,597.00	PIR Fund
BOLTON & MENK, INC	L-52 Lift Station Upgrade	\$4,206.00	Sewer Utility Fund
BOLTON & MENK, INC	Miscellaneous Engineering	\$60.00	Administration
BOLTON & MENK, INC	Miscellaneous Engineering	\$30.00	Planning
BOLTON & MENK, INC	Miscellaneous Engineering	\$218.00	Storm Water Fund
BOLTON & MENK, INC	Miscellaneous Engineering	\$180.00	Streets
BOLTON & MENK, INC	MS4 Permit Administration	\$304.00	Storm Water Fund
BOLTON & MENK, INC	Orchard Park Development	\$14,197.00	PIR Fund
BOLTON & MENK, INC	Siegle Property Development	\$21,122.00	PIR Fund
BOLTON & MENK, INC	Sparrow Road Kwik Trip	\$173.00	PIR Fund
BOLTON & MENK, INC	Stormwater Funding	\$740.00	Storm Water Fund
BOLTON & MENK, INC	Stormwater Reuse System	\$2,309.00	Storm Water Fund
BOLTON & MENK, INC	Tidal Wave Auto Spa	\$194.00	PIR Fund
BOLTON & MENK, INC	Waconia Parkway South Imp	\$19,120.80	PIR Fund
BOLTON & MENK, INC	Waconia Parkway South Imp	\$1,434.06	Storm Water Fund
BOLTON & MENK, INC	Waconia Parkway South Imp	\$3,346.14	Water Utility Fund

CITY OF WACONIA
Council List-Expenditures
Meeting: August 15, 2022

VENDOR NAME	DESCRIPTION	AMOUNT	FUND / DEPARTMENT
BOLTON & MENK, INC	Waterford Park	\$3,480.00	Storm Water Fund
BOLTON & MENK, INC	Windmill Creek 8th Addition	\$679.00	PIR Fund
BOLTON & MENK, INC	Woodland Creek	\$1,107.00	PIR Fund
BOYD'S OIL DISTRIBUTING	PW Shop Oil	\$159.58	Streets
CADY BUILDING MAINTENANCE, INC.	Facility Cleaning 08.2022	\$3,195.00	Central Facilities
CARVER COUNTY	Internet Services 08.2022	\$204.25	Central Facilities
CARVER COUNTY	Internet Services 08.2022	\$30.00	Bill Back Receivable
CARVER COUNTY	Internet Services 08.2022	\$98.50	Ice Arena
CARVER COUNTY	Internet Services 08.2022	\$110.25	Safari Island Fund
CARVER COUNTY	Internet Services 08.2022	\$23.50	Sewer Utility Fund
CARVER COUNTY	Internet Services 08.2022	\$75.00	Storm Water Fund
CARVER COUNTY	Internet Services 08.2022	\$23.50	Water Utility Fund
COMMERCIAL ASPHALT COMPANY	MV4 Wear Asphalt	\$1,126.15	Streets
EKLOF DOCK & PATTERN COMPANY, INC.	RLP Fishing Pier	\$1,660.80	PIR Fund
ELECTRIC PUMP, INC.	Reclaim Pump Replace Project	\$39,214.91	Water Utility Fund
EVOQUA WATER TECHNOLOGIES LLC	Bioxide Storage Lease 07.2022	\$2,052.00	Sewer Utility Fund
FLAGSHIP RECREATION	Inclusive Playground	\$103,327.17	PIR Fund
FLEXIBLE PIPE TOOL COMPANY	Diagnose & Repair Aquatech	\$328.00	Sewer Utility Fund
GOPHER STATE ONE-CALL	Utility Locate Tickets 07.2022	\$283.50	Sewer Utility Fund
GOPHER STATE ONE-CALL	Utility Locate Tickets 07.2022	\$283.50	Water Utility Fund
HAWKINS, INC	WTP Chemicals	\$3,387.38	Water Utility Fund
HOLTON ELECTRIC CONTRACTORS LLC	Sterling Hills Lift Station	\$294.00	Sewer Utility Fund
ISD #110	SI Shared Use - Repairs/Maint	\$4,091.44	Safari Island Fund
ISD #110	SI Shared Use - Utilities	\$46,927.16	Safari Island Fund
JAMES RELLER	Utility Bill Refund	\$6.21	Water Utility Fund
JENNIFER JOHNSON	Utility Bill Refund	\$8.77	Water Utility Fund
JOSEPH & LAURA ANDERSON	Utility Bill Refund	\$39.63	Water Utility Fund
JOHNSON CONTROLS FIRE PROTECTION	Sprinkler System Repair	\$1,520.80	Ice Arena
LEAGUE OF MN CITIES INSURANCE TRUST	Liability Insurance 2022/2023	\$15,776.83	Central Facilities
LEAGUE OF MN CITIES INSURANCE TRUST	Liability Insurance 2022/2023	\$2,191.45	Finance
LEAGUE OF MN CITIES INSURANCE TRUST	Liability Insurance 2022/2023	\$4,378.94	Fire
LEAGUE OF MN CITIES INSURANCE TRUST	Liability Insurance 2022/2023	\$41,021.44	Prepaid Expense
LEAGUE OF MN CITIES INSURANCE TRUST	Liability Insurance 2022/2023	\$6,703.33	Ice Arena
LEAGUE OF MN CITIES INSURANCE TRUST	Liability Insurance 2022/2023	\$9,384.67	Ice Arena
LEAGUE OF MN CITIES INSURANCE TRUST	Liability Insurance 2022/2023	\$18,372.64	Parks
LEAGUE OF MN CITIES INSURANCE TRUST	Liability Insurance 2022/2023	\$2,517.92	Safari Island Fund
LEAGUE OF MN CITIES INSURANCE TRUST	Liability Insurance 2022/2023	\$3,525.08	Safari Island Fund
LEAGUE OF MN CITIES INSURANCE TRUST	Liability Insurance 2022/2023	\$12,263.52	Sewer Utility Fund
LEAGUE OF MN CITIES INSURANCE TRUST	Liability Insurance 2022/2023	\$17,168.93	Sewer Utility Fund
LEAGUE OF MN CITIES INSURANCE TRUST	Liability Insurance 2022/2023	\$5,726.52	Storm Water Fund
LEAGUE OF MN CITIES INSURANCE TRUST	Liability Insurance 2022/2023	\$8,017.13	Storm Water Fund
LEAGUE OF MN CITIES INSURANCE TRUST	Liability Insurance 2022/2023	\$2,150.81	Street Light Utility Fund
LEAGUE OF MN CITIES INSURANCE TRUST	Liability Insurance 2022/2023	\$3,011.14	Street Light Utility Fund
LEAGUE OF MN CITIES INSURANCE TRUST	Liability Insurance 2022/2023	\$12,888.20	Streets
LEAGUE OF MN CITIES INSURANCE TRUST	Liability Insurance 2022/2023	\$3,822.00	Technology
LEAGUE OF MN CITIES INSURANCE TRUST	Liability Insurance 2022/2023	\$12,525.19	Water Utility Fund
LEAGUE OF MN CITIES INSURANCE TRUST	Liability Insurance 2022/2023	\$17,535.26	Water Utility Fund

CITY OF WACONIA
Council List-Expenditures
Meeting: August 15, 2022

VENDOR NAME	DESCRIPTION	AMOUNT	FUND / DEPARTMENT
LOCAL GOVERNMENT INFORMATION SYSTEMS	JDE Application Support	\$5,354.00	Technology
LOCAL GOVERNMENT INFORMATION SYSTEMS	Network Services thru 07.23.22	\$97.50	Technology
MACQUEEN EMERGENCY GROUP	Turn Out Gear (Qty 7)	\$25,268.79	Fire
MARCO TECHNOLOGIES, LLC	Any Connect Update	\$70.00	Technology
MARCO TECHNOLOGIES, LLC	Logis Tunnel Addition	\$247.50	Technology
MARTIN-MCALLISTER CONSULTING PSYC INC	New Fire Employees Assessment	\$1,200.00	Fire
MED COMPASS	FD Medical Testing	\$230.00	Fire
METRO WEST INSPECTION SERVICES	Building Inspections 07.2022	\$10,689.50	Building Inspections
METRO WEST INSPECTION SERVICES	Building Inspections 07.2022	\$20,671.66	Building Inspections
METROPOLITAN COUNCIL	SAC Report 07.2022	\$36,902.25	Sewer Utility Fund
METROPOLITAN COUNCIL	Sewer Flow Charges 09.2022	\$83,836.95	Sewer Utility Fund
MIDWEST FIRE EQUIPMENT & REPAIR COMPANY	Tanker Chassis	\$90,666.00	Capital Equipment Fund
MN DEPARTMENT OF TRANSPORTATION	EFR Testing/Inspection	\$1,645.10	PIR Fund
NOVEL SOLAR THREE LLC	Solar Electric 06.2022	\$4,909.10	Central Facilities
NOVEL SOLAR THREE LLC	Solar Electric 06.2022	\$10,338.90	Ice Arena
NOVEL SOLAR THREE LLC	Solar Electric 06.2022	\$3,803.97	Sewer Utility Fund
NOVEL SOLAR THREE LLC	Solar Electric 06.2022	\$856.82	Storm Water Fund
NOVEL SOLAR THREE LLC	Solar Electric 06.2022	\$487.27	Street Light Utility Fund
NOVEL SOLAR THREE LLC	Solar Electric 06.2022	\$7,856.06	Water Utility Fund
PAUL CHRISTIAN	Music in the Park 08.18.22	\$600.00	Recreation
PRAIRIE RESTORATIONS, INC.	RLP/Interlaken Restoration	\$2,265.00	Storm Water Fund
QUESTICA INC	Annual Maintenance Plan	\$8,728.30	Technology
RACHIO	Zone Controllers; Various Addr	\$300.00	Water Utility Fund
RAK CONSTRUCTION, INC.	PW Office Remodel	\$24,424.00	PIR Fund
READY WATT ELECTRIC	Civil Defense Electrical	\$8,750.00	Community Safety
ROBERT G TRUST SUDHEIMER	Utility Bill Refund	\$93.43	Water Utility Fund
S.M. HENTGES & SONS	Contractor Payment #2 - Waterford Reuse Station	\$169,001.96	Storm Water Fund
SIMEON & SHARON SANCHEZ	Utility Bill Refund	\$42.01	Water Utility Fund
TONY & KARA WISCHNACK	Utility Bill Refund	\$104.89	Water Utility Fund
WM MUELLER & SONS INC	3/8" Fine Material	\$447.93	Streets
WSB	Small Area Plan Services	\$3,730.50	Planning
Grand Total		\$1,132,786.39	

The above bills have been approved for payment at the regular City Council Meeting on August 15, 2022.
Authorized and ordered for payment:

Mayor

City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		August 15, 2022					
Item Name:		Contractor Pay Request #2 - 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. 2 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 \$169,001.96 based on the engineering request for payment. This payment represents approximately 39.0% of the total approved contract for the project.							
Attachments:							
1. 0C1.123804 Pay Application No 2_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 10, 2022

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

**Re: Waterford Park – Water Reuse Station Project
Payment Request No. 2**

Dear Mrs. Meyer:

Enclosed please find Payment Request No. 2 for work completed from 7/01/2022 to 7/30/2022 on the above referenced project. The work completed includes pond dewatering, removals and installation of underground utilities.

We have reviewed the estimate, verified the quantities, and recommend the City make payment in the amount of **\$169,001.96** 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	\$199,584.30
TOTAL, STORED MATERIALS TO DATE	\$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS	\$199,584.30
RETAINED PERCENTAGE (5.0%)	\$9,979.22
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$189,605.09
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$20,603.13
PAY CONTRACTOR AS ESTIMATE NO. 2	\$169,001.96

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: 2022.08.10 16:43:08-05'00'

Project Manager

Name

Title

Date 8/10/22

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 8/10/2022

APPROVED FOR PAYMENT:

OWNER:

By _____
Name Title Date

And _____
Name Title Date

Pay Request No.:

WATERFORD PARK REUSE STATION

2



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CITY OF WACONIA

BMI PROJECT NO. 0C1.123804

WORK COMPLETED THROUGH SATURDAY, JULY 30, 2022

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
1	MOBILIZATION	\$21,000.00	1.00	LS	0.50	LS	0.60	LS
2	TRAFFIC CONTROL	\$2,625.00	1.00	LS	0.50	LS	0.60	LS
3	REMOVE BITUMINOUS TRAIL	\$9.00	104.00	SY	0.00	SY	96.00	SY
4	REMOVE CONCRETE SIDEWALK	\$2.00	185.00	SF	0.00	SF	150.00	SF
5	REMOVE CONCRETE CURB AND GUTTER	\$10.00	20.00	LF	0.00	LF	50.00	LF
6	SALVAGE BENCH	\$550.00	1.00	EA	0.00	EA	0.00	EA
7	POND PUMPING/DEWATERING	\$39,500.00	1.00	LS	0.25	LS	1.00	LS
8	CONNECT TO EXISTING STORM MANHOLE	\$1,870.00	2.00	EA	0.00	EA	0.00	EA
9	4" PVC DRAINTILE	\$30.00	7.00	LF	0.00	LF	0.00	LF
10	4" DIP - CL 52	\$190.00	60.00	LF	0.00	LF	0.00	LF
11	6" REUSE MAIN DIP - CL 52	\$209.00	20.00	LF	0.00	LF	0.00	LF
12	1" TYPE K COPPER SERVICE PIPE	\$62.00	86.00	LF	0.00	LF	140.00	LF
13	1" CORPORATION STOP	\$1,250.00	1.00	EA	0.00	EA	1.00	EA
14	1" CURB STOP & BOX	\$590.00	1.00	EA	0.00	EA	1.00	EA
15	WATER SERVICE LID COVER	\$263.00	1.00	EA	0.00	EA	0.00	EA
16	4" POLYSTYRENE INSULATION (UTILITY CROSSINGS)	\$78.00	8.00	SY	0.00	SY	0.00	SY
17	4" PVC SANITARY SEWER SERVICE - SDR 26	\$84.00	70.00	LF	0.00	LF	135.00	LF
18	EXTERIOR SANITARY SEWER CLEANOUT & COVER	\$850.00	1.00	EA	0.00	EA	0.00	EA
19	CONNECT TO EXISTING SANITARY SEWER	\$2,000.00	1.00	EA	0.00	EA	0.00	EA
20	12" PVC SDR-26 STORM SEWER	\$230.00	142.00	LF	0.00	LF	142.00	LF
21	12" CAST IRON GATE VALVE & BOX	\$6,500.00	1.00	EA	0.00	EA	1.00	EA
22	6" GATE VALVE & BOX	\$2,610.00	1.00	EA	0.00	EA	0.00	EA
23	4" GATE VALVE & BOX	\$2,290.00	1.00	EA	0.00	EA	0.00	EA
24	INTAKE STRUCTURE	\$3,500.00	1.00	EA	0.00	EA	1.00	EA
25	SUMP MANHOLE WITH SNUBBER	\$21,000.00	1.00	LS	0.00	LS	1.00	LS
26	60" CONCRETE WET WELL	\$32,000.00	1.00	LS	0.00	LS	0.90	LS
27	REUSE STATION BUILDING*	\$227,533.00	1.00	LS	0.00	LS	0.10	LS
28	SITE GRADING	\$12,500.00	1.00	LS	0.00	LS	0.00	LS
29	SELECT GRAN BORROW (CV) - FOOTING FOUNDATION CORRECT	\$30.00	105.00	CY	0.00	CY	146.00	CY
30	SUBGRADE EXCAVATION (EV) - FOOTING FOUNDATION CORRECT	\$12.00	105.00	CY	0.00	CY	146.00	CY
31	6" CHAIN LINK FENCE, VINYL COATED	\$71.00	80.00	LF	0.00	LF	0.00	LF
32	24" WIDE CHAIN LINK DOUBLE GATE (12' SPANS)	\$8,500.00	1.00	EA	0.00	EA	0.00	EA
33	INSTALL BENCH	\$2,000.00	1.00	EA	0.00	EA	0.00	EA
34	3" BITUMINOUS TRAIL (W/ 6" AGG. BASE CL. 5)	\$49.00	104.00	SY	0.00	SY	0.00	SY
35	4" BITUMINOUS DRIVEWAY - HEAVY DUTY (W/ 12" AGG. BASE CL. 5)	\$71.00	73.00	SY	0.00	SY	0.00	SY
36	BITUMINOUS PATCH - RAVENCROFT ROAD	\$46.00	67.00	SY	0.00	SY	0.00	SY
37	4" CONCRETE WALK (W/ 6" AGG. BASE CL. 5)	\$12.00	395.00	SF	0.00	SF	0.00	SF
38	8" CONCRETE PAD (W/ 24" SELECT GRANULAR BORROW)	\$58.00	37.00	SF	0.00	SF	0.00	SF
39	CONCRETE CURB AND GUTTER DESIGN B618	\$87.00	20.00	LF	0.00	LF	0.00	LF
40	ROCK CONSTRUCTION ENTRANCE	\$1,490.00	1.00	EA	0.00	EA	0.00	EA
41	STORM DRAIN INLET PROTECTION	\$180.00	2.00	EA	0.00	EA	0.00	EA
42	SILT FENCE, TYPE MACHINE SLICED	\$4.00	260.00	LF	0.00	LF	260.00	LF
43	STRAW MULCH BIOLOG	\$4.00	150.00	LF	0.00	LF	0.00	LF
44	HYDROMULCH W/ STATE SEED MIX 25-151 & FERTILIZER	\$4.00	500.00	SY	0.00	SY	0.00	SY
45	EROS CTL BLANKET CAT. 3N W/ STATE SEED MIX 25-151 & FERT	\$2.00	80.00	SY	0.00	SY	0.00	SY
46	TOPSOIL BORROW (LV)	\$18.00	125.00	CY	0.00	CY	0.00	CY
							0	
TOTAL AMOUNT:			\$492,570.00		\$21,687.50		\$199,584.30	



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		August 15, 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 2022-231, 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. Anonymous - \$425.00 Anne King - In Memory of Ronald J. Dressel - \$50.00 To date, the City has received \$307,802.21 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.							
<u>Attachments:</u>							
1. 22231res Donations_Received_Donations_for_Playground_08.15.22_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. 2022-231**

**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>
Anonymous	Cash	\$425.00
Anne King	Cash	\$50.00

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 15th day of August, 2022.

Kent Bloudek, Mayor

ATTEST: _____
Jackie Schulze, City Clerk



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		August 15, 2022					
Item Name:		Temporary Liquor License for Rotary Club of Chaska					
Originating Department:		Administration					
Presented by:		Ann Meyerhoff					
Previous Council Action (if any):							
Item Type (X only one):	Consent	☒	X	Regular Session	☐	Discussion Session	☐
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution 2022-219 Approving Temporary On-Sale Liquor License Applications for Rotary Club of Chaska							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The Office of City Administrator received an application for a temporary on-sale liquor license from Rotary Club of Chaska for Llama Rama charitable event to be held on October 8, 2022. Sale and consumption of alcoholic beverage will be limited to the Grandstand at the Carver County Fairgrounds. Staff recommends approval of this request. Attachments: 1. 22219res Temp On Sale Rotary Club of Chaska.doc							
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. 2022-219**

**RESOLUTION APPROVING TEMPORARY ON-SALE
LIQUOR LICENSE APPLICATION**

WHEREAS, An application for a temporary on-sale liquor license has been received in the Office of the City Administrator from the Rotary Club of Chaska for an event to held on October 8, 2022 at Carver County Fairgrounds, Waconia, MN, and

WHEREAS, Sale and consumption of alcoholic beverages will be limited to the beer garden and grand stand of the Carver County Fairgrounds.

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Waconia hereby approves the temporary on-sale liquor license application of the Rotary Club of Chaska October 8, 2022, contingent upon completion of all forms, payment of fees, receipt of certificates of insurance, and proof of compliance with state and local requirements.

Adopted by the City Council of the City of Waconia this 15th day of August 2022.

Kent Bloudek, Mayor

ATTEST: _____
Jackie Schulze, City Clerk



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	August 15, 2022					
Item Name:	Grants of Easements - 425 Lake Street East - Retaining Wall					
Originating Department:	Community Development					
Presented by:	Ethan Nelson					
Previous Council Action (if any):	City Council directed staff to facilitate building permit review for the proposed retaining wall to be located at 425 Lake Street East based upon the 11 conditions of approval included with the agenda item during the City Council regular session on September 20, 2021					
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 2022-220 Approving Grants of Easements for the property located at 425 Lake Street East						
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>						
BACKGROUND The City Council, at their regular session on September 20, 2021 directed staff to facilitate permit review for the repair of the existing retaining wall and draft the appropriate agreements for proposed improvements for the property located at 425 Lake Street East. Staff has since drafted a Permanent Retaining Wall Easement Agreement, Temporary Construction Easement Agreement and an Encroachment Agreement that was signed by the property owners along with the submission of relevant fees. The attached Resolution Authorizing Easements and Encroachment Agreements finalizes the required agreements and will allow the property owners to proceed with the repairs of their existing retaining wall. Attachments: 1. 22220res_Authorizing_Easements_and_Encroachment_Agreement.docx 2. Exhibits A B C D E.pdf						
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:		
Funding Sources & Uses:						
Budget Information: _____ Budgeted _____ Non Budgeted _____ Amendment Required				Planning Commission		
				Parks and Recreation Board		
				Safari Island Advisory Board		
				Other		

CITY OF WACONIA
RESOLUTION NO. 2022-220
RESOLUTION APPROVING GRANTS OF EASEMENTS

WHEREAS, the City of Waconia (the “City”) owns the parcel of land legally described on attached Exhibit A (the “Property”); and

WHEREAS, Daniel and Gina Brethorst (“Homeowners”) desire to acquire a permanent easement (“Permanent Easement”) and a temporary construction easement (“Temporary Easement”) over the Property for the purpose of maintaining, repairing, and/or rebuilding a retaining wall along the boundary between the Property and their own parcel;

WHEREAS, Homeowners have offered to pay the City the sum of \$648.00 for the Permanent Easement and the sum of \$486.00 for the Temporary Construction Easement, subject to the terms and conditions attached as Exhibit B (the “Checklist”); and

WHEREAS, the proposed form of the Permanent Easement is attached as Exhibit C and the proposed form of the Temporary Easement is attached as Exhibit D;

WHEREAS, as a condition of granting the Permanent Easement and the Temporary Easement, the City shall also require the Homeowners to reconstruct, at their expense, a portion of the existing retaining wall that currently encroaches into the right-of-way of Lake Street East; and

WHEREAS, the proposed form of an Encroachment Agreement for Retaining Wall is attached as Exhibit E (the “Encroachment Agreement”); and

WHEREAS, the Permanent Easement, Temporary Easement, and Encroachment Agreement are, collectively, the “Transaction Documents;” and

WHEREAS, the City Council finds the form of the proposed Transaction Documents acceptable; and

WHEREAS, the City Council further finds it is in the best interests of the City and its residents to convey the easement and encroachment rights described in the Transaction documents in exchange for the consideration; and

WHEREAS, pursuant to Minnesota Statutes §462.356, subd. 2, the City Council further finds that the granting of the easements over the Property has no relationship to the City’s comprehensive municipal plan and the City may dispense with the requirements of Minnesota Statutes §462.356, subd. 2, to the extent such requirements apply.

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

1. The above recitals and findings are incorporated as resolutions of the City Council.
2. The grant of the proposed permanent easement and temporary construction easement over the Property to Homeowners for the sums of \$648.00 and \$486.00, respectively, are approved, subject to the terms and conditions of the Checklist.
3. The terms and conditions of the Checklist attached as Exhibit B are approved; provided, however, that the City Administrator and City Attorney are authorized to make revisions to the Checklist they deem necessary or desirable.
4. The Mayor and City Clerk, on behalf of the City, are authorized to execute and deliver the Transaction Documents on behalf of the City. The execution of any document or instrument by such officers of the City shall be conclusive evidence of the approval of such document or instrument in accordance with the terms of this resolution.
5. The City Clerk is authorized to expend City funds to pay any costs allocated to the City or incurred by the City in connection with the Transaction Documents.

Passed and adopted by the City Council of the City of Waconia this 15th day of August, 2022.

Kent Bloudek, Mayor

ATTEST: _____
Jackie Schulze, City Clerk

EXHIBIT A

Legal Description of Property

Lot 19, Block 43, VILLAGE OF WACONIA, Carver County, Minnesota.

EXHIBIT B

425th Street East – Retaining Wall Checklist

1. The applicant/property owner shall submit a \$3,000 escrow to cover all City costs associated with the review of the proposed project. The escrow shall be submitted prior to building permit review and in addition to any building permit fees associated with the retaining wall. Submission of the required escrow does not constitute as a guarantee of permit approval.
2. The applicant/property owner shall survey the sub-surface area that will be disturbed by the retaining wall project with ground penetrating sonar or another comparable method approved by the City to confirm that absence of human remains. The information shall be submitted to City staff for review and approval prior to any work commencing.
3. The City Attorney shall draft, on the City's behalf, the necessary 2 ft. permanent easement and 15 ft. temporary construction easement. The applicant's surveyor shall provide legal descriptions and diagrams for the easement areas to the City for its review and use in the easement documents. The necessary temporary and permanent easements shall be recorded against the subject properties.
4. The applicant easement language and accompanying images shall include the square foot calculations for the permanent easement and the temporary construction easement. The applicant/owner shall be responsible to pay \$4.00 per square foot for the permanent easement area and \$0.40 per square foot for the temporary construction easement area.
5. The applicant shall be required to submit a landscape plan for review and approval detailing tree replacement and ground cover plantings in conformance with Section 900.06, Subd.8.D.
6. The applicant/property owner shall enter into an encroachment agreement for all private improvements within the Lake Street right-of-way, including a portion of the proposed retaining wall and a portion of the existing patio area.
7. A Geotechnical Engineer shall be on-site to oversee the retaining wall project.
8. Silt fence and/or biologs shall be required to keep material on site. Additionally, inlet protection shall be required at the first catch basin down the hill on the south side of Lake Street East.
9. Turf restoration shall be required immediately after construction.
10. Steep slopes (greater than 3:1) shall require erosion control blankets.

11. The applicant shall complete a connection of the wall drainage system to the city's storm sewer system on Lake Street.
12. When the retaining wall is constructed, the applicant shall install a fence approved by the City on top of the retaining wall.
13. All costs associated with the City's review of the project, document preparation, applicant's consultants, construction of the retaining wall, construction of the fence, and connection to the city's storm sewer system shall be paid by applicant.

EXHIBIT C
Form of Permanent Easement

EXHIBIT D
Form of Temporary Easement

EXHIBIT E

Form of Encroachment Agreement

[https://mhslaw.sharepoint.com/sites/1/42013/draftdocs/resolution/resolution authorizing easements and encroachment agreements \(draft 07-01-2022\).docx](https://mhslaw.sharepoint.com/sites/1/42013/draftdocs/resolution/resolution%20authorizing%20easements%20and%20encroachment%20agreements%20(draft%2007-01-2022).docx)

Exhibit E

EXHIBIT A

Legal Description of Property

Lot 19, Block 43, VILLAGE OF WACONIA, Carver County, Minnesota.

EXHIBIT B

425th Street East – Retaining Wall Checklist

1. The applicant/property owner shall submit a \$3,000 escrow to cover all City costs associated with the review of the proposed project. The escrow shall be submitted prior to building permit review and in addition to any building permit fees associated with the retaining wall. Submission of the required escrow does not constitute as a guarantee of permit approval.
2. The applicant/property owner shall survey the sub-surface area that will be disturbed by the retaining wall project with ground penetrating sonar or another comparable method approved by the City to confirm that absence of human remains. The information shall be submitted to City staff for review and approval prior to any work commencing.
3. The City Attorney shall draft, on the City's behalf, the necessary 2 ft. permanent easement and 15 ft. temporary construction easement. The applicant's surveyor shall provide legal descriptions and diagrams for the easement areas to the City for its review and use in the easement documents. The necessary temporary and permanent easements shall be recorded against the subject properties.
4. The applicant easement language and accompanying images shall include the square foot calculations for the permanent easement and the temporary construction easement. The applicant/owner shall be responsible to pay \$4.00 per square foot for the permanent easement area and \$0.40 per square foot for the temporary construction easement area.
5. The applicant shall be required to submit a landscape plan for review and approval detailing tree replacement and ground cover plantings in conformance with Section 900.06, Subd.8.D.
6. The applicant/property owner shall enter into an encroachment agreement for all private improvements within the Lake Street right-of-way, including a portion of the proposed retaining wall and a portion of the existing patio area.
7. A Geotechnical Engineer shall be on-site to oversee the retaining wall project.
8. Silt fence and/or biologs shall be required to keep material on site. Additionally, inlet protection shall be required at the first catch basin down the hill on the south side of Lake Street East.
9. Turf restoration shall be required immediately after construction.
10. Steep slopes (greater than 3:1) shall require erosion control blankets.

11. The applicant shall complete a connection of the wall drainage system to the city's storm sewer system on Lake Street.
12. When the retaining wall is constructed, the applicant shall install a fence approved by the City on top of the retaining wall.
13. All costs associated with the City's review of the project, document preparation, applicant's consultants, construction of the retaining wall, construction of the fence, and connection to the city's storm sewer system shall be paid by applicant.

PERMANENT RETAINING WALL EASEMENT

Date _____, 2022
(State Deed Tax Exempt)

The **City of Waconia**, a Minnesota municipal corporation, Carver County, Minnesota ("**Grantor**") is the owner of real property in Carver County, Minnesota legally described on attached Exhibit A (the "**Property**"). For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, sells, and conveys to **Daniel G. Brethorst and Gina E. Brethorst**, husband and wife, ("**Grantees**") a permanent, exclusive, and transferrable appurtenant easement, legally described on attached Exhibit B ("**Easement Area**") for the construction and maintenance of a retaining wall over, under, and across the Property. The easement will benefit the parcel legally described on attached Exhibit C. The Easement Area is depicted as "Permanent Retaining Wall Easement" on attached Exhibit D.

This easement includes, but is not limited to: i) the right of Grantees and their agents, contractors, successors, and assigns (the "**Grantee Parties**") to enter and go upon the Easement Area at any time to construct, install, erect, maintain, operate, repair, remove, reconstruct, and replace the retaining wall thereon; and ii) the right to use and remove, from time to time, all earth, soil, rocks, fill, trees, timber, shrubs, grasses, and objects within the Easement Area.

All improvements constructed or installed under the authority of this easement shall be the property of Grantees or their successors and assigns, as their interests may appear. All improvements constructed or installed under the authority of this easement shall be maintained in good condition by Grantees and their successors and assigns at their sole expense. Grantees agree to release and hold Grantor harmless from all liabilities and claims arising from the easement or their use of the Easement Area.

If Grantees or their successors and assigns should fail or refuse to perform maintenance, repair, and replacement of the retaining wall to maintain its good and safe condition in the Easement Area, Grantor shall have the right, but not the obligation, to perform such maintenance and assess the cost thereof to the benefited parcel.

EXHIBIT C

Grantees have undertaken to examine the site with ground penetrating radar and represent that there are no human remains located in the Easement Area. Grantees will, to the fullest extent permissible by law, be responsible for and will indemnify Grantor from liability for the cost of proper handling and care of any human remains found during work on the retaining wall.

This easement runs with the land and is binding upon Grantor and Grantor's heirs, successors, and assigns. References to "Grantor" in this easement include Grantor and Grantor's heirs, successors, and assigns.

This instrument shall be construed and governed by the laws of the State of Minnesota.

IN WITNESS WHEREOF, Grantor has executed this instrument effective the day and year first above written.

[Signature pages follow.]

SIGNATURE PAGE TO PERMANENT RETAINING WALL EASEMENT

Dated this _____ day of _____, 2022

GRANTOR:

City of Waconia, a Minnesota municipal corporation

By: _____
Kent Bloudek, Mayor

By: _____
Jacqueline Schulze, City Clerk

STATE OF MINNESOTA)
) SS.
COUNTY OF CARVER)

This instrument was acknowledged before me this _____ day of _____, 2022,
by Kent Bloudek, Mayor, and Jacqueline Schulze, City Clerk, of the City of Waconia, a Minnesota
municipal corporation, on behalf of the City.

Notary Public

SIGNATURE PAGE TO PERMANENT RETAINING WALL EASEMENT

Dated this 5 day of Aug., 2022

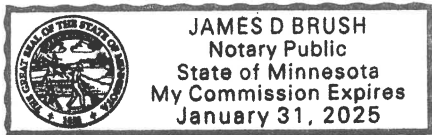
Grantees:

By: 
Daniel G. Brethorst

By: Gina E. Brethorst
Gina E. Brethorst

STATE OF MINNESOTA)
COUNTY OF Hennepin) SS.
COUNTY OF ~~CARVER~~)

This instrument was acknowledged before me this 5 day of August, 2022,
by Daniel G. Brethorst and Gina E. Brethorst, married to each other.



James O. Bue
Notary Public

THIS INSTRUMENT WAS DRAFTED BY
AND RETURN TO:

Melchert Hubert Sjodin, PLLP
Attorneys at Law
121 West Main Street, #200
Waconia, MN 55387
CLM/clw

[https://mhslaw.sharepoint.com/sites/1/42013/draftdocs/easements/permanent retaining wall easement \(draft 07-01-2022\).docx](https://mhslaw.sharepoint.com/sites/1/42013/draftdocs/easements/permanent%20retaining%20wall%20easement%20(draft%2007-01-2022).docx)

EXHIBIT A

Legal Description of Grantor's Property

Lot 19, Block 43, VILLAGE OF WACONIA, Carver County, Minnesota.

EXHIBIT B

Legal Description of Retaining Wall Easement Area

The West 2 feet of the North 81 feet of Lot 19, Block 43, VILLAGE OF WACONIA, Carver County, Minnesota.

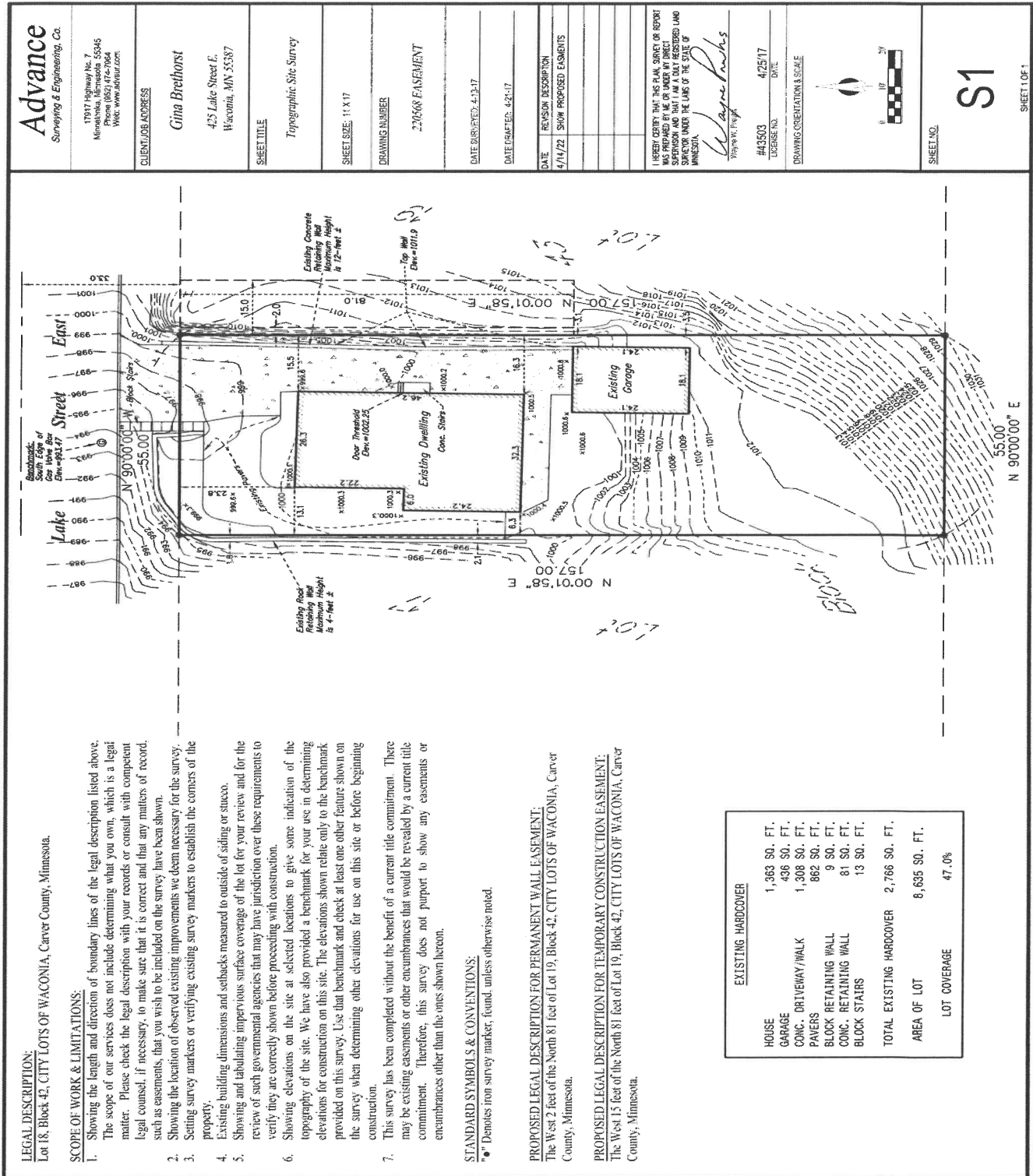
EXHIBIT C

Legal Description of Grantee's Property

Lot 18, Block 43, VILLAGE OF WACONIA, Carver County, Minnesota.

EXHIBIT D

Diagram of Easement Area



TEMPORARY CONSTRUCTION EASEMENT

Date _____, 2022
(State Deed Tax Exempt)

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **City of Waconia**, a Minnesota municipal corporation, Carver County, Minnesota ("**Grantor**") hereby grants to **Daniel G. Brethorst and Gina E. Brethorst**, husband and wife, and their successors and assigns ("**Grantees**") a temporary construction easement over, under, and across that certain real property legally described on attached Exhibit A and as depicted as "Temporary Construction Easement" on attached Exhibit B (the "**Temporary Easement Area**") for the purpose of allowing construction activities on the Temporary Easement Area in connection with Grantees' retaining wall project (the "**Project**").

This easement includes, but is not limited to: i) the right of Grantees, and their agents, contractors, designees, successors, and assigns (the "**Grantee Parties**") to enter and go upon the Temporary Easement Area for the purpose of excavating, grading, and installing a retaining wall and other necessary improvements in connection with the Project; and ii) the right to use and store equipment and materials for the Project.

Grantees have undertaken to examine the site with ground penetrating radar and represent that there are no human remains located in the Easement Area. Grantees will, to the fullest extent permissible by law, be responsible for and will indemnify Grantor from liability for the cost of proper handling and care of any human remains found during the work.

The requirements of the 425 Lake Street East – Retaining Wall Checklist provided by Grantor to Grantees dated remain in full force and effect. When the Project is complete, Grantees shall restore the Temporary Easement Area to substantially the same condition as existed prior to construction, subject to any improvements and modifications made by Grantees pursuant to the Checklist requirements.

This instrument shall be construed and governed by the laws of the State of Minnesota.

EXHIBIT D

This Temporary Construction Easement shall automatically expire on _____, 2022.

IN WITNESS WHEREOF, Grantor has executed this instrument effective the day and year first above written.

[Signature pages follow.]

SIGNATURE PAGE TO TEMPORARY CONSTRUCTION EASEMENT

GRANTOR:

City of Waconia, a Minnesota municipal corporation

By: _____
Kent Bloudek, Mayor

By: _____
Jacqueline Schulze, City Clerk

STATE OF MINNESOTA)
) SS.
COUNTY OF CARVER)

This instrument was acknowledged before me this _____ day of _____, 2022,
by Kent Bloudek, Mayor, and Jacqueline Schulze, City Clerk, of the City of Waconia, a Minnesota
municipal corporation, on behalf of the City.

Notary Public

By: 
Daniel G. Brethorst

This instrument was acknowledged before me this 5 day of August, 2022,
by Daniel G. Brethorst and Gina E. Brethorst, married to each other.

James V. Burke
Notary Public

Melchert Hubert Sjodin, PLLP
Attorneys at Law
121 West Main Street, #200
Waconia, MN 55387
CLM/clw

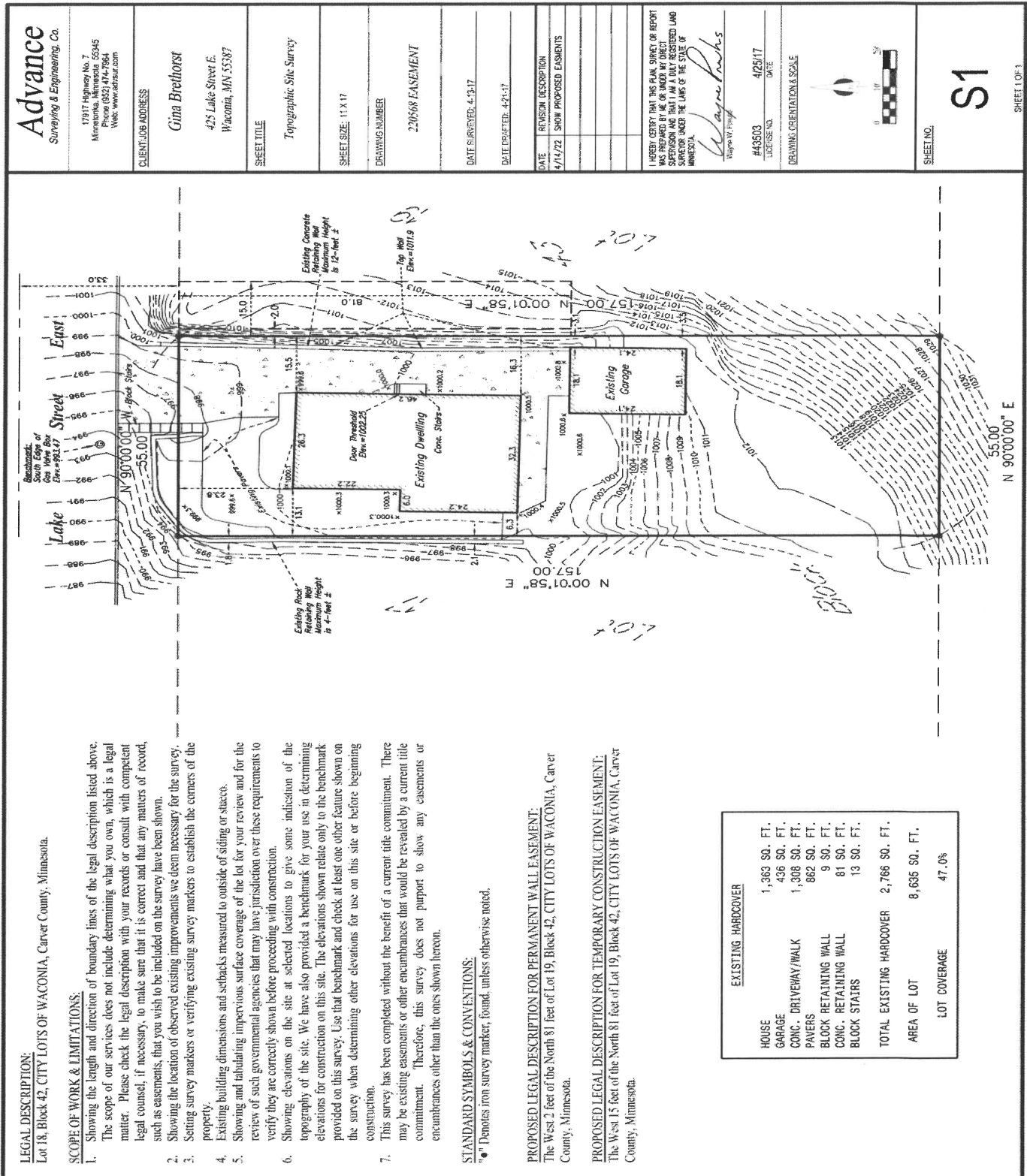
EXHIBIT A

Legal Description of Temporary Easement Area

The West 15 feet of the North 81 feet of Lot 19, Block 43, VILLAGE OF WACONIA, Carver County, Minnesota.

EXHIBIT B

Map of Temporary Easement Area



ENCROACHMENT AGREEMENT FOR RETAINING WALL

This agreement is dated July __, 2022 and is between Daniel G. Brethorst and Gina E. Brethorst, married to each other (the "**Current Owners**") and the City of Waconia, a Minnesota municipal corporation (the "**City**").

RECITALS

- A. For purposes of this agreement, the "**Owner**" means, at any given time, the then current fee owner of the property described as follows (the "**Property**"):

Lot 18, Block 43, VILLAGE OF WACONIA, Carver County, Minnesota
- B. The Property currently has a retaining wall running along the property line, which the Current Owners desire to replace. In connection with an application to reconstruct the retaining wall, the parties discovered a portion of the wall exists within the public right of way for Lake Street East (the "**ROW**").
- C. The portion of Property where the retaining wall is located has a steep slope. Given the steep slope, the City and the Current Owners mutually desire to allow the Owner to reconstruct a segment of retaining wall in the ROW, subject to the terms of this agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth in this agreement, the parties agree as follows:

TERMS

- 1. **Recitals.** The above recitals are incorporated as terms of the agreement.
- 2. **License for Encroachment.** The City hereby grants the Owner a license to reconstruct and maintain a retaining wall ("**New Wall**") in the ROW at the location depicted on attached Exhibit A, subject to the terms and conditions of this agreement (the "**Encroachment**"). The license for the Encroachment granted by this agreement is limited to the Encroachment and

shall not be expanded by implication. This agreement in no way releases, conveys, abandons, or diminishes the City's right to enjoy the use of the ROW.

3. **Maintenance and Repair.** The Owner shall, at all times, maintain the New Wall in good and repair, at the Owner's expense. Without limiting the general nature of the preceding sentence, the Owner shall take reasonable steps to ensure the condition of the New Wall does not pose an unreasonable danger to any person or property or interfere with the regular flow of traffic within the ROW.

4. **Indemnity.** The Owner agrees to defend, indemnify, and hold the City and its officials, officers, employees, contractors, and agents harmless from and against any and all actions or causes of action, claims, demands, liabilities, losses, damages, injuries, suits, proceedings, judgments, costs, or expenses of any kind or nature (including reasonable attorney fees) arising from or as a result of any incident, act, action, cause of action, negligence, transaction, or omission of the Owner in connection with, or incidental to, the construction, maintenance, repair, reconstruction, or use of the Encroachment except to the extent such loss, cost, liability, or expense was proximately caused by the negligence or willful misconduct of the City or its officials, officers, employees, contractors, or agents. The Owner further assumes all risk for damages, injuries, or loss to either property or persons, which may be incurred by the Owner or the Owner's guests, invitees, licensees or contractors regarding the Encroachment except to the extent such injury or loss is caused by the negligence or willful misconduct of the City or its officers, employees, agents, or contractors.

5. **Default.** If the Owner breaches any term or condition of this agreement and fails to cure such breach within 30 days after receiving written notice of such breach from the City (which notice shall be delivered to the address of the Property), the City, at its option, may: (i) correct the breach and obtain prompt reimbursement from the Owner for all reasonable costs incurred by the City in curing such breach; (ii) bring an action for specific performance of this agreement; or (iii) at any time before the breach is cured, terminate this agreement upon written notice to Owner (which notice shall be delivered to the address of the Property). The City's failure to exercise any such right shall not constitute a waiver of the breach or any future breach. Further, the City may also seek and other remedy available at law or in equity.

6. **Removal of Encroachment.** Subject to the exception for casualty loss and reconstruction described later in this section, if the Owner removes the New Wall from the Property, this agreement and the license for the Encroachment granted herein shall automatically terminate and either party may unilaterally record a written notice of termination of this agreement. If only a portion of the New Wall is removed from the ROW, then this agreement and the license for the Encroachment granted herein shall partially terminate as to the portion of the New Wall removed from the ROW and either party may unilaterally record a written notice of partial termination. If the New Wall is destroyed by casualty, in whole or part, and reconstruction of the wall is commenced by the Owner in the same location within 180 days of its destruction, then this agreement and the license of the Encroachment shall continue to the extent the structure is reconstructed.

The City retains the right to terminate this agreement and remove the New Wall, or any portion thereof, if the City determines such removal is necessary to facilitate the City's use and enjoyment of the ROW including, but not limited to, removal necessitated by reconstruction of the road surface in the ROW. If the City terminates this agreement according to this provision, the City shall provide the Owner with not less than 30 days' notice, and following such termination the City will assume possession and control of the New Wall, except to the extent the Owner and the City agree to the contrary in writing.

7. **Binding Effect.** This agreement and the terms and covenants contained herein shall extend to and be binding upon the parties to this agreement and the parties' heirs, executors, administrators, successors, and assigns. The benefits and burdens of this agreement shall run with the land. This agreement shall be recorded with the Carver County Recorder by the City at the expense of the Owner.

8. **Counterparts.** This agreement may be executed in counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

[Signature pages follow.]

SIGNATURE PAGE TO ENCROACHMENT AGREEMENT FOR RETAINING WALL

Daniel G. Bruthol

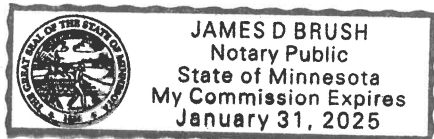
Daniel G. Brethorst

Ans. c. Brethout

Gina E. Brethorst

STATE OF MINNESOTA)
) ss.
COUNTY OF CARVER)

The foregoing was acknowledged before me this 5 day of ^{Aug.}~~June~~ 2022, by Daniel G. Brethorst and Gina E. Brethorst, married to each other.



James V. Brue
Notary Public

SIGNATURE PAGE TO ENCROACHMENT AGREEMENT FOR RETAINING WALL

CITY OF WACONIA

By _____
Kent Bloudek, Its Mayor

Attest: _____
Jacqueline Schulze, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF CARVER)

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

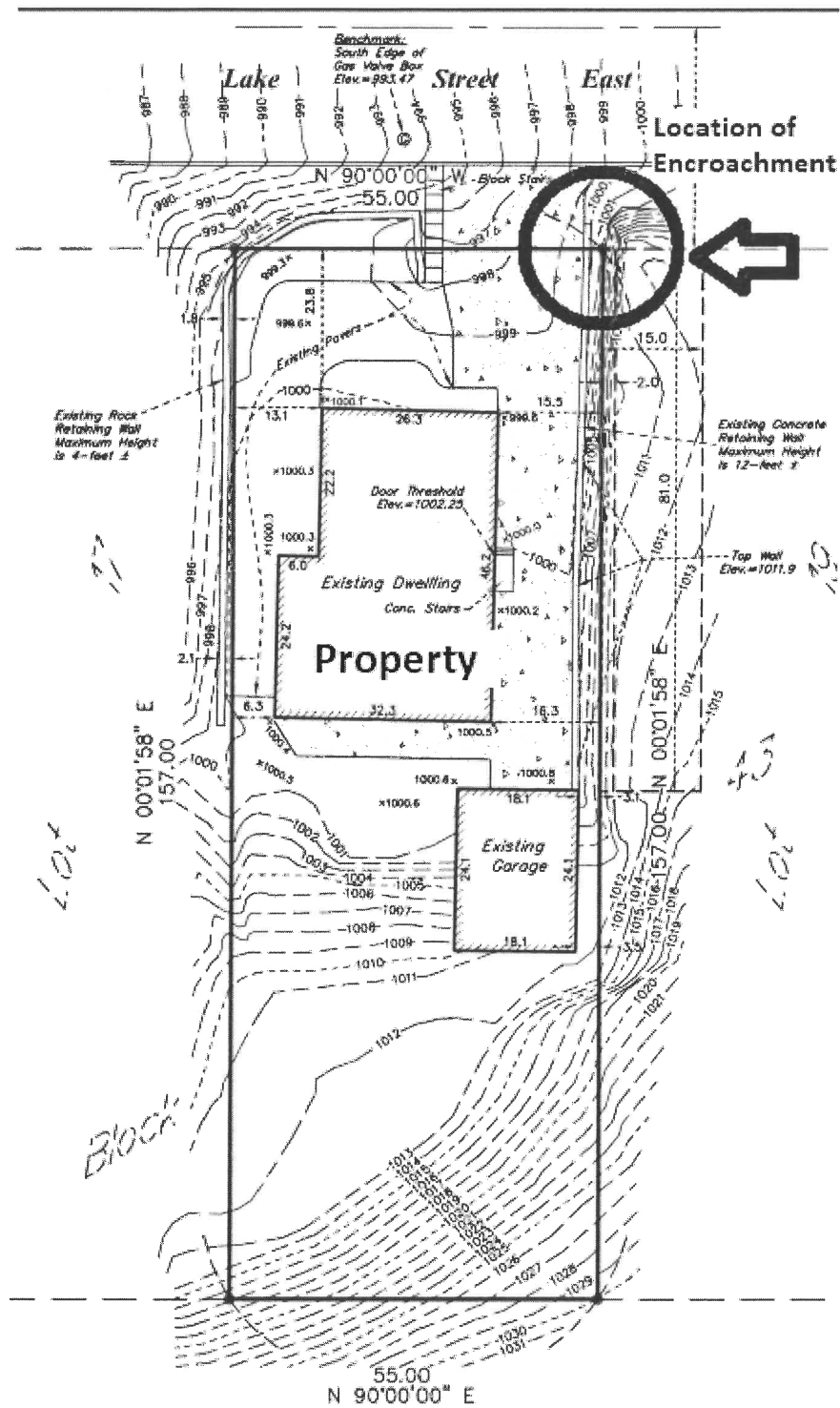
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Melchert Hubert Sjodin
121 West Main Street, Suite 200
Waconia, MN 55387
(952) 442-7700
JMM/clm

Exhibit A

Diagram of Retaining Wall Encroachment



[https://mhslaw.sharepoint.com/sites/1/42013/draftdocs/encroachment agreement/encroachment agreement \(draft 07-01-2022\).docx](https://mhslaw.sharepoint.com/sites/1/42013/draftdocs/encroachment%20agreement/encroachment%20agreement%20(draft%2007-01-2022).docx)

Exhibit A



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	August 15, 2022				
Item Name:	Temporary Designation of Outdoor Area				
Originating Department:	Administration				
Presented by:	Shane Fineran				
Previous Council Action (if any):	Vici Scheuble, owner of Chumly's Bar located at 112 Main St W has requested that the property located directly adjacent at 116 Main St W be permitted to be designated as a temporary outdoor area under the city's alcohol licensing regulations to support the sale and consumption of alcohol on Nickle Dickle Day, September 17th, 2022. Conditions of approval shall include, but are not limited to: 1. Dram shop liability shall acknowledge that the outdoor area is covered by appropriate insurance. 2. Service and consumption of alcoholic beverages shall cease at 10:00 p.m of September 17th, 2022. 3. The consumption or transport of opened alcoholic beverages within or on the public sidewalk is prohibited.				
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 2022-221, Designating Temporary Outdoor Area for Chumly's Bar					
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>					
<u>Attachments:</u> 1. 22221res_Chumlys_Temporary_Outdoor_Area.doc					
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. 2022-221**

**RESOLUTION APPROVING TEMPORARY OUTDOOR AREA FOR THE SALE AND
CONSUMPTION OF ALCOHOL**

WHEREAS, Chumly's Bar is licensed to sell and serve alcoholic beverages at 112 Main St W;
and

WHEREAS, Chumly's Bar also owns a vacant lot adjacent to the licensed premises located at
116 Main St W; and

WHEREAS, Chumly's Bar is requesting that the property located at 116 Main St W be
designated as a temporary outdoor area and part of the licensed premises on Saturday, September 17th,
2022.; and

WHEREAS, the provisions of a licensed outdoor premises under Waconia Municipal Code
Chapter 580.04, subd. 2, section C and Chapter 580.05, subd. 15 except that of 580.04, subd 2, section
3, which requires a permanent surface of the outdoor area shall apply to the temporary outdoor area;
and

WHEREAS, the approval and use of the temporary outdoor area shall be limited to the date and
hours noted in this resolution.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia
hereby approves the temporary outdoor area as described.

Adopted by the City Council of the City of Waconia this 15th day of August 2022.

Kent Bloudek, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		August 15, 2022					
Item Name:		2022 3rd Quarter Budget Amendments					
Originating Department:		Finance					
Presented by:		Nicole Meyer					
Previous Council Action (if any):							
Item Type (X only one):	Consent	☒ X	Regular Session	☐	Discussion Session	☐	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution No. 2022-222, Approving 2022 3rd Quarter Budget Amendments							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Staff reviewed the 2022 operating and capital budgets and recommends budget amendments as outlined in the attached "Exhibit A".							
<u>Attachments:</u> 1. 22222res-Budget_Amendment_master (1).doc 2. Budget Amendments 2022_Exhibit A.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses: General Fund, PIR Capital Project Fund, Water Utility Fund, Sewer Utility Fund, Coronavirus Relief Fund, 2021A GO Bond Fund							
Budget Information: ☐ Budgeted ☒ Non Budgeted ☐ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			

**CITY OF WACONIA
RESOLUTION NO 2022-222**

RESOLUTION APPROVING 2022 3rd QUARTER BUDGET AMENDMENTS

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

WHEREAS, changes are recommended to expenditure line items in the General, PIR Capital Project, Water Utility, Sewer Utility, Coronavirus Relief, and 2021A GO Bond funds; and

WHEREAS, changes are recommended to revenue line items in the PIR Capital Project, Water Utility, Sewer Utility, Coronavirus Relief, and 2021A GO Bond funds; and

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Waconia hereby approves the 2022 3rd Quarter Budget Amendments as proposed.

Adopted by the City Council of the City of Waconia this 15th day of August, 2022.

Kent Bloudek, Mayor

ATTEST: _____
Jackie Schulze, City Clerk

2022 - 3rd Quarter Budget Amendments

Amendment Amount/Current Budget/New Budget

"EXHIBIT A"

Department	Line Item	Amount	Current Budget	New Budget	Revenue Expense	Description
General Fund - Administration	Full Time Salary & Wages	\$ (14,000.00)	\$ 369,692.00	\$ 355,692.00	Expense	Reallocation of fund to cover staffing study expense. Staff budgeted funds for employees to take the PTO payout benefit. Not all staff that were eligible are taking advantage of the program. Funds are available to allocate to the staffing study which came in higher than anticipated (budgeted \$10,000 in 2022).
General Fund - Administration	Contract Services	\$ 14,000.00	\$ 33,000.00	\$ 47,000.00	Expense	
General Fund - Central Facilities	Operating Supplies	\$ (24,000.00)	\$ 30,750.00	\$ 6,750.00	Expense	
General Fund	Interfund Transfer Out	\$ 24,000.00	\$ 2,137,772.00	\$ 2,161,772.00	Expense	
PIR Capital Project Fund	Interfund Transfer In	\$ (24,000.00)	\$ (715,000.00)	\$ (739,000.00)	Revenue	Reallocation of operating funds from central facilities to PIR capital project fund for new cubicle and chairs project. Staff budgeted funds for painting, chairs, and replacement of office furniture in the central facilities operating budget. With the quote for the cubicles higher than anticipated (budgeted \$20,000 in 2022), staff is reallocating funds to cover all expenditures in one line item.
PIR Capital Project Fund	Contract Services	\$ 24,000.00	\$ 1,364,000.00	\$ 1,388,000.00	Expense	
Water Utility Fund	Fees & License	\$ (15,000.00)	\$ 37,995.00	\$ 22,995.00	Expense	Expense for Cartegraph annual maintenance renewal was budgeted for in the water utility fund and technology budget in the General Fund. All software renewals were budgeted for in the technology budget for 2022. Updating this general ledger code as this practice will carry forward in the future.
Water Utility Fund	Fund Balance	\$ 15,000.00	\$ -	\$ 15,000.00	Fund Balance	
Sewer Utility Fund	Fees & License	\$ (15,000.00)	\$ 20,925.00	\$ 5,925.00	Expense	Expense for Cartegraph annual maintenance renewal was budgeted for in the sewer utility fund and technology budget in the General Fund. All software renewals were budgeted for in the technology budget for 2022. Updating this general ledger code as this practice will carry forward in the future.
Sewer Utility Fund	Fund Balance	\$ 15,000.00	\$ -	\$ 15,000.00	Fund Balance	
Coronavirus Relief Fund	Interfund Transfer Out	\$ (525,000.00)	\$ -	\$ (525,000.00)	Expense	Interfund transfers in/out of the City's funds were not balanced with the approval of the budget in December 2021. Staff had not yet finalized how the Coronavirus Relief funds would be used when the budget was approved. Staff budgeted for a transfer of \$150,000 to the PIR capital project fund for the inclusive Playground project, but did not budget the off-setting interfund transfer out of the Coronavirus Relief Fund. In addition, Staff is transferring funds to the water and sewer utility funds for the 2022 infrastructure improvement project costs as approved by the City Council.
Water Utility Fund	Interfund Transfer In	\$ 187,500.00	\$ -	\$ 187,500.00	Revenue	
Sewer Utility Fund	Interfund Transfer In	\$ 187,500.00	\$ -	\$ 187,500.00	Revenue	
Coronavirus Relief Fund	Fund Balance	\$ 150,000.00	\$ -	\$ 150,000.00	Fund Balance	
2021A GO Bond Fund	Interfund Transfer In	\$ 81,257.00	\$ -	\$ 81,257.00	Revenue	Interfund transfers in/out of the City's funds were not balanced with the approval of the budget in December 2021. The 2021A GO Bond has a tax abatement portion of the bond that is funded by an interfund transfer from the General Fund (which was budgeted), but the interfund transfer into the debt fund was missed. This entry will update the budget accordingly and carry forward in future budget cycles.
2021A GO Bond Fund	Fund Balance	\$ (81,257.00)	\$ -	\$ (81,257.00)	Fund Balance	
2021A GO Bond Fund	Special Debt Tax	\$ 311,033.00	\$ -	\$ 311,033.00	Revenue	The 2021A bonds were not finalized until early December in 2021. Because of this, a budget was not established for the fund. Staff is proposing this budget for the fund based on the final information provided during the bond sale in December. This budget will be part of the regular budget approval process for 2023.
2021A GO Bond Fund	Interest from Investments	\$ 500.00	\$ -	\$ 500.00	Revenue	
2021A GO Bond Fund	Bond Interest	\$ (56,895.28)	\$ -	\$ (56,895.28)	Expense	
2021A GO Bond Fund	Bond Expense	\$ (625.00)	\$ -	\$ (625.00)	Expense	
2021A GO Bond Fund	Fund Balance	\$ 254,012.72	\$ -	\$ 254,012.72	Fund Balance	
Coronavirus Relief Fund	Contract Services	\$ (13,431.00)	\$ -	\$ (13,431.00)	Expense	
Coronavirus Relief Fund	Interest from Investments	\$ 500.00	\$ -	\$ 500.00	Revenue	The Granius software program was to be budgeted for from the Coronavirus Relief Fund until 2024 when all funds must be expended. After that time, the City will need to budget for this annual software renewal in the City's General Fund Technology budget. Grant proceeds represent the amount of revenue to be recognized in 2022 for funds used as part of the relief fund. The remaining funds held in escrow by the City will remain in unearned revenue until they are used in fiscal years 2023-2024.
Coronavirus Relief Fund	Grant Proceeds	\$ 538,431.00	\$ -	\$ 538,431.00	Revenue	
Fund Balance	Fund Balance	\$ 525,500.00	\$ -	\$ 525,500.00	Fund Balance	



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		August 15, 2022					
Item Name:		Authorize Services Agreement For Capital Improvement Projects 128 & 129					
Originating Department:		Public Services					
Presented by:		Craig Eldred					
Previous Council Action (if any):		Approval By Recommendation Downtown Corridor Design Option 1-A for 2023 Infrastructure Improvement Project, CIP Project 128					
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 2022-223; Approving Acknowledgement and Agreement of Services with American Engineering Testing, Inc. for 2023 & 2024 Infrastructure Improvement Project, CIP Projects 128 & 129							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
August 1st Council approved the design for the 2023 Phase of Downtown Reconstruction. Our next steps are to complete the design approved and conduct pre-construction site survey's of the Downtown Businesses to protect all parties interest in the improvement impacts associated with proposed projects. As part of the this request we are recommending approval of both Project Years 2023 & 2024, since we had prepared and collected Geotechnical work for both 2023 & 2024. Focus of this work was to review and note any major issues and securing cost effective pricing for both project years. Council will find a copy of the proposal with this request of action. American Engineering Testing, Inc. were awarded the Geotechnical work, and we have provided costs associated for conducting said pre-construction survey's and vibration monitoring due to the proximity of the improvements adjacent the Business fronts and the few Historical Structures noted within the Downtown project areas. Costs associated are broken out by calendar year and attached for City Council review. Year 1 is \$100,024.00 and Year 2 is \$157,353.00 for a total of \$257,377.00. The table has a miss calculation within the travel line within the very last table segment of One Dollar. The total for both years will be \$257,377.00. The pre-construction surveys will be completed this fall and vibration monitoring will occur during the improvement construction processes. To keep costs down City Staff will coordinate the pre-construction survey notification and scheduling. We also intend to include City Staff and Engineer Design Staff to be a part of the AET Staff inspection. Focus of these review efforts by staff will be a Point of Contact, Water, Sewer and ADA review items as it relates to the designed improvements. We have completed this type of effort previously and it has supported post construction review of project impacts. Staff are recommending approval of this request allowing staff to initiate coordination of notification and proceed with scheduling inspections for September and October of each successive calendar year.							
Attachments: 1. 22223res Downtown_Waconia_Reconstruction_AET_Proposal_Resolution.doc 2. Downtown_Waconia_Reconstruction_-_AET_Proposal.pdf 3. Downtown Waconia Reconstruction Costing Table.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Engineering, PIR; Project Related							

Budget Information: ☒ Budgeted ☐ Non Budgeted ☐ Amendment Required	Planning Commission	
	Parks and Recreation Board	
	Safari Island Advisory Board	
	Other	

**CITY OF WACONIA
RESOLUTION NO. 2022-223**

**RESOLUTION AUTHORIZING APPROVAL OF ACKNOWLEDGEMENT AND AGREEMENT
FOR SERVICES WITH AMERICAN ENGINEERING TESTING, INC. FOR 2023 & 2024
INFRASTRUCTURE IMPROVEMENT PROJECT, CIP PROJECT 128 & 129**

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

WHEREAS, focus of the Acknowledgment and Agreement for Services is Pre-Condition Surveys of parcel within the 2023 & 2024 Improvement Projects; and

WHEREAS, American Engineering Testing, Inc. has completed the Geotechnical work in advance for the programmed improvements; and

WHEREAS, upon approval the Public Services Director may execute the acknowledgement and agreement for services document with American Engineering Testing, Inc.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of acknowledgement and agreement for services with American Engineering Testing, Inc. for 2023 & 2024 Infrastructure Improvement Project, CIP Project 128 & 129.

Adopted by the City Council of the City of Waconia this 15th day of August, 2022.

Kent Bloudek, Mayor

Attest: _____
Jackie Schulze, City Clerk

June 13, 2022
AET Project Number: P-0013989



ACKNOWLEDGEMENT AND AGREEMENT OF SERVICES

The services of American Engineering Testing, Inc., (AET) have been requested for the referenced project by Jake Saulsbury of Bolton & Menk, Inc. in the spring of 2022.

Understood information from requesting party includes the following:

Project Name:	Downtown Waconia Reconstruction Condition Surveys & Vibration Monitoring Phase 1 & 2
Project Address:	Main Street - Downtown Waconia, MN 55387
Client:	Bolton & Menk, Inc.
Client Address:	2638 Shadow Lane Suite 200 Chaska, MN 55318
Client Contact:	Jake Saulsbury
Client E-Mail:	Jake.Saulsbury@Bolton-Menk.com
Client Phone:	952-448-8838 ext. 2397
Billing Email:	Jake.Saulsbury@Bolton-Menk.com

BACKGROUND

The City of Waconia has created a plan to revitalize downtown Waconia by providing reconstruction of essential infrastructures. Work included in the construction project for Phase 1 (2023) and Phase 2 (2024) will take place along Main Street West from Maple Street North to Spruce Street North and include work traveling south to 1st Street West on the following Streets: Olive Street North, Elm Street North, Pine Street North, and Spruce Street North. The construction consists of removal and replacement of roadways, parking, sidewalks, and underlying public utilities; replacement and expansion of the stormwater sewer system and treatment; replacing and improving street lighting. Due to the proximity of residential and commercial structures to the construction project, condition surveys and vibration monitoring have been requested to help document current conditions of structures and to minimize the possibility for damages caused by construction to those structures.

UNDERSTOOD SCOPE OF SERVICES

AET will perform a pre-construction condition survey of approximately 65 properties in close proximity to the construction project location (Note: It was not clarified if each property would be considered

550 Cleveland Avenue North | Saint Paul, MN 55114

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individually or if a building with multiple uses would be considered as a single item from the documents and list of properties provided. Prior to the surveys, we will work with the Bolton & Menk, to contact each of the property owners to schedule the surveys. In addition, we will also be available to attend pre-construction meetings to discuss the scope of the surveys and additional properties that many need to be added or eliminated from the original scope of services. Pre-construction condition surveys will document visible structural and/or cosmetic damage to the interiors, exteriors, and foundations of the structures by means of engineering sketches, digital photographs and measurements of crack width/length. At the conclusion of each property survey, we will provide a report of our observations for each property that will include a copy of the drawings and photographs.

Prior to and during the construction operations, monitoring of the adjacent building will be performed. The monitoring will include vibration monitoring at select adjacent buildings during construction. The vibration monitoring will be performed at the adjacent buildings during throughout each phase based off of assumptions from our attached fee schedule.

At the conclusion of the project, post-construction condition surveys will be performed at properties that participated in the pre-construction condition surveys. The surveys will follow the same approach as conducted in the pre-construction condition survey. Reports of property surveys will be submitted in the same format as the pre-construction survey reports.

TERMS/CONDITIONS

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed Service Agreement—Terms and Conditions, which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint ventures, and third-party beneficiaries. Please be advised that additional insured status is granted upon acceptance of the proposal.

This proposal is valid for a period of 30 days from the date issued.

ACCEPTANCE

AET requests written acceptance of this proposal in the Authorized Client Representative section, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET's presence on site or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

OTHER ATTACHMENTS (PART OF THIS AGREEMENT)

Fee Schedule
Service Agreement – Terms and Conditions
Proof of Insurance
W9

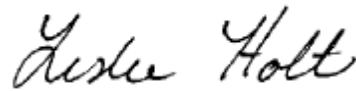
We appreciate the opportunity to have been of service to you on this project. If you have any questions regarding the information presented in this report or if we can be of additional assistance, please contact me.

Sincerely,

AET Representatives:



Samuel Kurachek
Engineer II
skurachek@teamAET.com
612-670-0800



Leslie J. Holt, PE
Principal Engineer
LHolt@teamAET.com
651-789-4655

Authorized Client Representative:

Signature: _____

Printed Name: _____

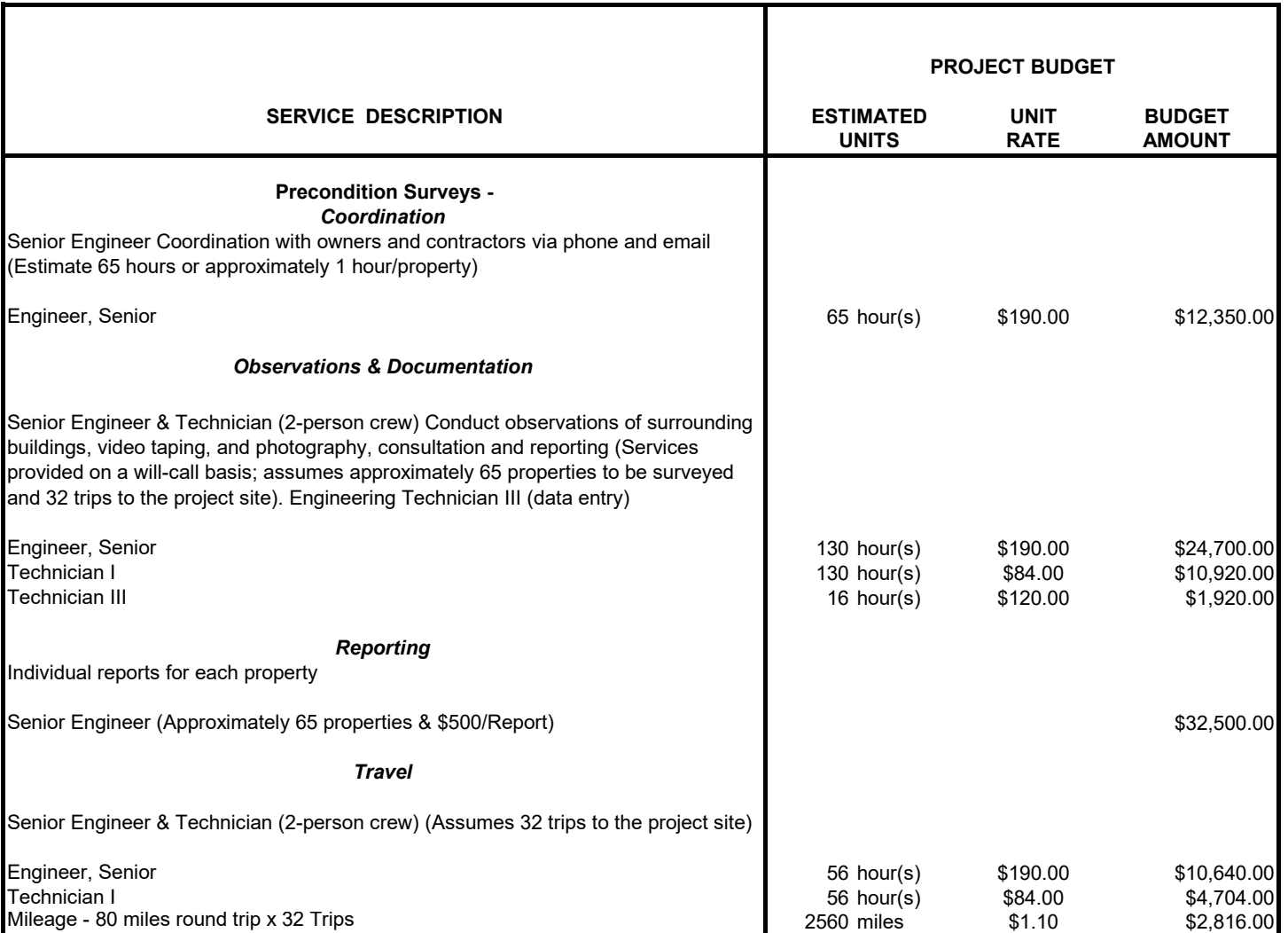
Company: _____

PO No./Project No.: _____

Invoice email: _____

Date: _____

**Downtown Waconia Reconstruction Condition Surveys & Vibration
Monitoring Phase 1 & 2
Waconia, MN
AET PROJECT NO. P-0013989**



PROJECT TESTING SERVICES
Downtown Waconia Reconstruction Condition Surveys & Vibration
Monitoring Phase 1 & 2
Waconia, MN
AET PROJECT NO. P-0013989



SERVICE DESCRIPTION	PROJECT BUDGET		
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT
Vibration Monitoring - Phase 1 (2023) <i>Vibration monitor set-up, review, consultations, reporting</i> Assumes work occurring in 2 stages totaling 3 months - Senior Engineer (onsite for vibration monitor set-up and maintenance) and Engineering Technician III (data entry); Assumes use of 6 wireless seismograph rentals spread out amongst the properties inclose proximity to construction work			
Engineer, Senior	18 hour(s)	\$190.00	\$3,420.00
Technician III	36 hour(s)	\$120.00	\$4,320.00
<i>Wireless Seismograph Rental</i> 6 units for 3 months (\$700/month/unit)			
	6 Units		\$12,600.00
<i>Travel</i> Senior Engineer (Assumes 1 Trip/month) & Engineering Technician III (Assumes 1 Trip/month)			
Engineer, Senior	5.25 hour(s)	\$190.00	\$997.50
Technician III	5.25 hour(s)	\$120.00	\$630.00
Mileage - 80 miles round trip x 6 Trips	2560 miles	\$1.10	\$2,816.00
Vibration Monitoring - Phase 2 (2024) <i>Vibration monitor set-up, review, consultations, reporting</i> Assumes work occurring in 3 stages totaling 5 months - Senior Engineer (onsite for vibration monitor set-up and maintenance) and Engineering Technician III (data entry); Assumes use of 8 wireless seismograph rentals spread out amongst the properties inclose proximity to construction work			
Engineer, Senior	30 hour(s)	\$190.00	\$5,700.00
Technician III	60 hour(s)	\$120.00	\$7,200.00
<i>Wireless Seismograph Rental</i> 8 units for 5 months (\$700/month/unit)			
	8 Units		\$28,000.00
<i>Travel</i> Senior Engineer (Assumes 1 Trip/month) & Engineering Technician III (Assumes 1 Trip/month)			
Engineer, Senior	8.75 hour(s)	\$190.00	\$1,662.50
Technician III	8.75 hour(s)	\$120.00	\$1,050.00
Mileage - 80 miles round trip x 10 Trips	800 miles	\$1.10	\$880.00

PROJECT TESTING SERVICES
Downtown Waconia Reconstruction Condition Surveys & Vibration
Monitoring Phase 1 & 2
Waconia, MN
AET PROJECT NO. P-0013989



SERVICE DESCRIPTION	PROJECT BUDGET		
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT
Postcondition Surveys - Coordination Senior Engineer Coordination with owners and contractors via phone and email (Estimate 65 hours or approximately 1 hour/property) Engineer, Senior Observations & Documentation Senior Engineer & Technician (2-person crew) Conduct observations of surrounding buildings, video taping, and photography, consultation and reporting (Services provided on a will-call basis; assumes approximately 65 properties to be surveyed and 32 trips to the project site). Engineering Technician III (data entry) Engineer, Senior Technician I Technician III Reporting Individual reports for each property Senior Engineer (Approximately 65 properties & \$300/Report) Travel Senior Engineer & Technician (2-person crew) (Assumes 32 trips to the project site) Engineer, Senior Technician I Mileage - 80 miles round trip x 32 Trips	65 hour(s)	\$190.00	\$12,350.00
	130 hour(s)	\$190.00	\$24,700.00
	130 hour(s)	\$84.00	\$10,920.00
	16 hour(s)	\$120.00	\$1,920.00
ESTIMATED BUDGET			\$257,376.00

SECTION 1 - RESPONSIBILITIES

1.1 – This Service Agreement – Terms and Conditions (“terms and conditions”) is applicable to all services (“Services”) provided by American Engineering Testing, Inc. (AET). As used herein “Services” refer to the scope of Services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the agreement (“Agreement”) between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries. **AET requests written acceptance of the Agreement, but the following actions shall also constitute Client’s acceptance of the Agreement: 1) issuing an authorizing purchase order, task order, service order, or any other documentation for any of the Services, 2) authorizing AET’s presence on site, or 3) written or electronic notification for AET to proceed with any of the Services.** Issuance of a purchase order, task order or service order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement.

1.2 – Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and their Client and/or Owner which contain flow-down provisions to AET, if they are included, site safety plans or other documents which may control or affect AET’s Services. If new information becomes available during AET’s Services, Client will provide such information to AET in a timely manner. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability or indemnity obligations of AET for loss or damages related to such changes. Client will provide a representative for timely answers to project-related questions by AET.

1.3 – AET is responsible only for performance of the Services. AET will not be held responsible for work or omissions by Client or any other party working on the project. The Services do not include construction management, general contracting or surveying services. AET will not be responsible for directing or supervising the work of other parties, unless specifically authorized and agreed to in writing.

1.4 – Services performed by AET often include sampling at specific locations. Inherent with such sampling is variation of conditions between sampling locations. Client recognizes this uncertainty and the associated risks, and acknowledges that opinions developed by AET, based on samples so taken, are qualified to that extent.

1.5 – AET is not responsible for interpretations or modifications of AET’s recommendations by other persons.

1.6 – Should changed conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

1.7 – Pricing in the proposal assumes use of these terms and conditions. AET reserves the right to amend pricing if Client requests modifications to the Agreement or use of Client’s alternate contract format. Any contract amendments made after Client has authorized the Services shall be applicable only to Services performed after the effective date of such amendment. The proposal and these terms and conditions, including terms of payment, shall apply to all Services performed prior to the effective date of such amendment.

1.8 – The AET proposal accompanying these terms and conditions is valid for ninety (90) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET’s right to revise the proposal as necessary.

SECTION 2 - SITE ACCESS, RESTORATION AND UNDERGROUND UTILITIES AND STRUCTURES

2.1 – Client will furnish AET safe and legal site access to the site.

2.2 – Client acknowledges that in the normal course of its Services AET may unavoidably alter existing site conditions or affect the environment in the area being studied. AET will take reasonable precautions to minimize alterations to the site or existing materials. Restoration of the site is the responsibility of the Client.

2.3 – **With the exception of public utilities which AET will contact state “call before you dig” notification centers (e.g. Gopher State One call in Minnesota), Client will mark or cause to be marked the location of all other underground utilities and structures (Facilities) that service or are located on the site. AET shall be entitled to rely upon the accuracy of all location information supplied by any source.**

2.4 – **Client shall hold harmless, indemnify and defend AET from all claims, damages, losses, fines, penalties and expenses (including attorney’s fees) arising out of or related to the following: a) Facilities that are not shown or vary from the locations shown on any plans or drawings, b) Facilities that are not located by or vary from the locations marked by Client, governmental or quasi-governmental locator programs, or private utility locating services, or c) any other Facilities that are not disclosed or vary from locations provided by the Client. The obligation to defend AET shall be independent of the obligation to indemnify and hold harmless AET and shall be with independent counsel acceptable to AET.**

SECTION 3 - SAFETY

3.1 – Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. If, during the course of AET’s Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

3.2 – AET shall only be responsible for safety of AET employees; the safety of all others shall be Client’s or other parties’ responsibility.

SECTION 4 - SAMPLES

4.1 – Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at AET’s discretion.

4.2 – Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

SECTION 5 - PROJECT RECORDS

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a minimum of three years following submission of the report, during which period the project records can be made available to Client at AET’s office at reasonable times.

SECTION 6 - STANDARD OF CARE

AET will perform its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of the service and in the same geographic area, under similar budgetary constraints.

SECTION 7 - INSURANCE

AET maintains insurance with coverage and minimum limits shown below. AET will furnish certificates of insurance to Client upon request.

7.1 –

Workers' Compensation Employer's Liability	Statutory Limits \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee
Commercial General Liability	\$1,000,000 each occurrence \$1,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Professional/Pollution Liability Insurance	\$1,000,000 per claim \$1,000,000 aggregate

7.2 - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after completion of AET's Services as outlined in our proposal, Property Damage, Personal Injury, and Contractual Liability coverage applicable to AET's indemnity obligations under this Agreement.

7.3 - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

7.4 - Professional/Pollution Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after completion of AET's Services as outlined in our proposal. Renewal policies during this period shall maintain the same retroactive date.

7.5 - **To the extent permitted by applicable state law, and upon Client's signing of the proposal, which includes these Terms and Conditions, and return of the same to AET, or Client provided forms of acceptance as defined in Section 1.1; Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14, which includes blanket coverage for the Additional Insured on a Primary and Non-Contributory basis). Client and Owner shall also be named an "additional insured" on a Primary and Non-contributory basis on AET's Automobile Liability Policy (Form CA T4 74). Any other endorsement, coverage or policy requirement may result in additional charges.**

7.6 - AET will maintain insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

7.7 - AET reserves the right to charge Client for AET's costs for additional coverage requirements unknown on the date of the proposal, e.g., coverage limits or policy modification including waiver of subrogation, additional insured endorsements and other project specific requirements.

SECTION 8 - DELAYS

If delays to AET's Services are caused by Client or Owner other parties, strikes, natural causes, pandemic, weather, or other items beyond AET's control, a reasonable time extension for performance of the Services shall be granted, and AET shall receive an equitable fee adjustment.

SECTION 9 - PAYMENT, INTEREST AND BREACH

9.1 - Invoices are due net thirty (30) days from the date of receipt of an undisputed invoice, but not greater than 45 days from the date of the invoice. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

9.2 - Invoices remaining unpaid for sixty (60) days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET's possession. If Client fails to cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.

9.3 - AET reserves the right to pursue any unpaid invoice utilizing available remedies at law. AET explicitly reserves its Mechanic Lien or Bond Claim rights for nonpayment of an undisputed invoice. Client is responsible for paying AET expenses and attorney fees related to collection of past due invoices.

SECTION 10 - CHANGE ORDERS

AET's proposal associated with this project provides an estimated cost for the work. If the proposal amount is a time and material estimate, or if changes occur affecting the project scope, estimated quantities, project schedule or other unforeseen conditions, AET will communicate with Client request a change order. However, nothing in this agreement shall be construed in any way as a waiver of payment by Client to AET for Services authorized under this agreement. Approval of a change order may be in writing or by electronic communication, or any directive for additional Services.

SECTION 11 - MEDIATION

11.1 - Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.

11.2 - Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally and each party shall pay their own legal fees. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

SECTION 12 - LITIGATION REIMBURSEMENT

Except for matters relating to non-payment of fees, which is governed by Section 9 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and other direct costs.

SECTION 13 - MUTUAL INDEMNIFICATION

13.1 - Subject to the limitations contained in Sections 13 and 16, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's negligent performance of the Services.

13.2 - Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.

13.3 - If Client has an indemnity agreement with other persons or entities relating to the project for which AET's Services are performed, the Client shall include AET as an Additional Insured.

13.4 - AET's indemnification to the Client, including any indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence.

SECTION 14 - NON-SOLICITATION

Each party to this Agreement (a "Party") agrees that it will not encourage, induce, or actively solicit any employee of the other party to leave their employment for any reason, provided that neither Party is precluded from (a) hiring any such employee who has been terminated by a Party or its subsidiaries prior to commencement of employment discussions between a Party and such employee, or (b) soliciting any such employee by means of a general advertisement or through an employment agency that does not specifically pursue the employee, or (c) hiring employees or former employees of the other Party who contact the Party on its own accord. This Non-Solicitation provision shall be effective and enforceable for six (6) months following termination of this Agreement.

SECTION 15- MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Except as specifically set forth herein and to the extent permitted by applicable law, Client and AET waive against each other, and each other's officers, directors, members, subcontractor, agents, assigns, successors, partners, and employees any and all claims for or entitlement to special, incidental, indirect, punitive, or consequential damages arising out of, resulting from, or in any way related to the Services provided by AET under this Agreement. This mutual waiver of consequential damages includes, but is not limited to, the following: loss of profits; loss of revenue; rental costs/expenses incurred; loss of income; loss of use of property, equipment, materials or services; loss of opportunity; loss of rent; loss of good will; loss of financing; loss of credit; diminution of value; loss of business and reputation; loss of management or employee productivity or the services of such persons; increased financing costs; cost of substitute facilities; cost of substitute goods/property/equipment; cost of substitute services; and/or cost of capital. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement in accordance with the provisions of the Agreement and related documents and shall survive any such termination.

SECTION 16 - LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, the total aggregate liability of AET and its officers, directors, partners, employees, subcontractors, agents, and sub-consultants, to Client and/or Client's employees, officers, directors, members, agents, assigns, successors, or partners, or anyone claiming through Client, for any and all injuries, damages, claims, losses, or expenses (including attorney's fees and costs) arising out of, resulting from or in any way related to Services provided by AET from any cause or causes, including, but not limited to, its negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation in excess of costs received by AET for Services or \$50,000, whichever is greater. The limitation of liability set forth herein does not apply to claims arising solely out of or related to the willful or intentional acts of AET.

SECTION 17 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

Effective June 21, 2010, prime contracts with a value of \$100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at 29 Code of Federal Regulations Part 471, Appendix A to Subpart A. The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of \$10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

SECTION 18 - TERMINATION

After seven (7) days written notice, either party may elect to terminate this Agreement for justifiable reasons. In this event, the Client shall pay AET for all Services performed, including demobilization and reporting costs to complete the Services.

SECTION 19 - SEVERABILITY

Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

SECTION 20 - GOVERNING LAW

This Agreement shall be construed in accordance with the Laws of the State of Minnesota without regard to its conflicts of law provisions.

SECTION 21 - ENTIRE AGREEMENT

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any written or oral agreements, including purchase/work orders or other Client agreements submitted to AET after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's terms and conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued Services.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/6/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 20443386 Hub International Great Plains 245 E. Roselawn Avenue Suite 31 Saint Paul, MN 55117-1940	CONTACT NAME: Ann Ross PHONE (A/C, No, Ext): (651) 288-5137 FAX (A/C, No): (651) 286-0560 E-MAIL ADDRESS: ann.ross@hubinternational.com												
INSURER(S) AFFORDING COVERAGE													
INSURED AMERICAN CONSULTING SERVICES INC AMERICAN ENGINEERING TESTING INC AMERICAN PETROGRAPHIC SERVICES INC 550 CLEVELAND AVE N ST PAUL, MN 55114-1804	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>INSURER A : The Phoenix Insurance Company</td> <td style="text-align: right;">25623</td> </tr> <tr> <td>INSURER B : The Travelers Indemnity Company of America</td> <td style="text-align: right;">25666</td> </tr> <tr> <td>INSURER C : Travelers Property Casualty Company of America</td> <td style="text-align: right;">25674</td> </tr> <tr> <td>INSURER D : The Travelers Indemnity Company</td> <td style="text-align: right;">25658</td> </tr> <tr> <td>INSURER E : Continental Casualty Company</td> <td style="text-align: right;">20443</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : The Phoenix Insurance Company	25623	INSURER B : The Travelers Indemnity Company of America	25666	INSURER C : Travelers Property Casualty Company of America	25674	INSURER D : The Travelers Indemnity Company	25658	INSURER E : Continental Casualty Company	20443	INSURER F :	
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INSURER D : The Travelers Indemnity Company	25658												
INSURER E : Continental Casualty Company	20443												
INSURER F :													

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR			P630539K8896PHX22	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 2,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
			MED EXP (Any one person) \$ 10,000				
			PERSONAL & ADV INJURY \$ 2,000,000				
			GENERAL AGGREGATE \$ 4,000,000				
GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:							PRODUCTS - COMP/OP AGG \$ 4,000,000
B	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			8102L6457122143G	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE			CUP3K2260092143	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 10,000,000
			AGGREGATE \$ 10,000,000				
	DED ☒ RETENTION \$ 0						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N	N / A	UB9H9151012143G	1/1/2022	1/1/2023	☒ PER STATUTE ☐ OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	PROF/POLL LIABILITY			ECH254066939	1/1/2022	1/1/2023	EACH CLAIM 10,000,000
E	RETRO: 070287			ECH254066939	1/1/2022	1/1/2023	AGGREGATE 15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RENEWALS: contracts@teamAET.com

CERTIFICATE HOLDER**CANCELLATION**

ILLUSTRATION CERTIFICATE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. AMERICAN ENGINEERING TESTING, INC.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 550 CLEVELAND AVENUE NORTH	Requester's name and address (optional)
6 City, state, and ZIP code SAINT PAUL, MN 55114	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

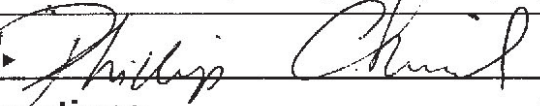
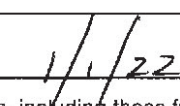
Social security number									
			-				-		
or									
Employer identification number									
4	1		-	0	9	7	7	5	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

City of Waconia
Downtown Reconstruction Project
AET Services

Task	Phase 1	Phase 2	Total
Precondition Surveys			
Coordination	\$4,940	\$7,410	\$12,350
Observations & Documentation	\$15,016	\$22,524	\$37,540
Reporting	\$13,000	\$19,500	\$32,500
Travel	\$7,264	\$10,896	\$18,160
<i>Subtotal:</i>	<i>\$40,220</i>	<i>\$60,330</i>	<i>\$100,550</i>
Postcondition Surveys			
Coordination	\$4,940	\$7,410	\$12,350
Observations & Documentation	\$15,016	\$22,524	\$37,540
Reporting	\$7,800	\$11,700	\$19,500
Travel	\$7,264	\$10,896	\$18,160
<i>Subtotal:</i>	<i>\$35,020</i>	<i>\$52,530</i>	<i>\$87,550</i>
Vibration Monitoring			
Review, Consultations, Reports	\$7,740	\$12,900	\$20,640
Wireless Seismograph Rental	\$12,600	\$28,000	\$40,600
Travel	\$4,444	\$3,593	\$8,036
<i>Subtotal:</i>	<i>\$24,784</i>	<i>\$44,493</i>	<i>\$69,276</i>
Overall Totals:	\$100,024	\$157,353	\$257,376



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		August 15, 2022					
Item Name:		Authorize Survey, Topographical and Geotechnical Work					
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 2022-224; Authorize Survey, Topographical and Geotechnical Work for 2023 Pavement Resurfacing Improvement Project, CIP Project 128-A							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The focus of this request is to allow the City Engineer to conduct survey, topography and geotechnical work or services for design of the 2023 pavement resurfacing improvement project with in the Capital Improvement Program known as Capital Project 128-A. The resurfacing improvements include the following pavement segments: 1. Burandt Boulevard; East, End of Third Street/Improvement Project 2020, West to Farmline Road & William Lakeshore intersection 2. Farmline Road; South, Waconia Parkway South, North to Burandt Boulevard 3. Pedestrian Trail Segments adjacent Burandt Boulevard Typical improvements include curb removal and replacement, storm drainage improvements, sump pump connection improvements, drain tile where necessary, ADA improvement requirements, milling and surfacing of pavement surfaces, and pavement fabric placement for structural support of the pavement surfaces. Staff will discuss this project with XCEL Energy since there was a conversation and interest in upgrading their buried infrastructure in this area. We will be utilizing State Aid Funds for this improvement project, since the corridor is part of the City's State-Aid Roadway System. We are recommending approval of this request allowing the necessary items be completed for design, and provisions for State-aid review.							
<u>Attachments:</u>							
1. 22224res Survey_Topography_Geotech_Resurfacing_Project_Res.doc 2. 2023 Resurfacing Image.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
PIR & State Aid Funds							
Budget Information:				Planning Commission			
☒ X Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2022-224**

**RESOLUTION AUTHORIZING APPROVAL OF SURVEY, TOPOGRAPHY, AND
GEOTECHNICAL WORK FOR 2023 PAVEMENT REHABILITATION AND RESURFACING
IMPROVEMENT PROJECT, CIP PROJECT 128-A**

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

WHEREAS, staff are requesting the necessary services to prepare State Aid Plans for street and multimodal transportation surfacing improvements of Burandt Boulevard and Farmline Road; and

WHEREAS, the segments of roadway and pedestrian trail systems are critical corridor links to the core community areas ultimately reducing travel distances and links to Trunk Highway Five; and

WHEREAS, the Public Services Staff are authorized to work with the City Engineer on delivering this much needed multi-modal transportation improvement.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of survey, topography, and geotechnical work for 2023 Pavement Rehabilitation and Resurfacing Improvement Project, CIP Project 128-A.

Adopted by the City Council of the City of Waconia this 15th day of August, 2022.

Kent Bloudek, Mayor

Attest: _____
Jackie Schulze, City Clerk





REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		August 15, 2022					
Item Name:		Authorize Survey & Topography Design of Trail Project					
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 2022-225; Authorizing Survey & Topography Work For Highway 10 Interlaken Trail and Sidewalk Improvement Project; CIP Project 128-B							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Focus of this Council request is to conduct survey and topographical work associated with design of Capital Improvement Project 128-B detailed as Hwy 10 Interlaken Trail & Sidewalk Improvements. Currently, there's a void in the trail and sidewalk segments linking Interlaken Parkway North and Somerwood Drive and the Pedestrian Underpass under Highway 10. This vacant trail corridor has been in place since the Development's inception. The improvement is a part of the Sidewalk and Trail Master Plan completed in 2014. Staff programmed \$110,000.00 for this improvement. Attached is an image of the work plan area. Pedestrian access points will be necessary for each side of Somerwood Drive and the west access of Interlaken Parkway North. Pulte Homes is required to complete the pedestrian access and trail improvements east of Interlaken Parkway North as part of the Interlaken 8th Development. This improvement may be tied to the Downtown Improvement Project to obtain improved bidding prices. Staff are recommending approval of this request to improve the pedestrian access and accessibility of this corridor and Hwy 10 pedestrian underpass. <u>Attachments:</u> 1. 22225res Hwy_10_Interlaken_Trail_Project_Res.doc 2. Hwy 10 Interlaken Trail Image.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses: PIR							
Budget Information: ☒ Budgeted ☐ Non Budgeted ☐ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			

**CITY OF WACONIA
RESOLUTION NO. 2022-225**

**RESOLUTION AUTHORIZING APPROVAL OF SURVEY& TOPOGRAPHY WORK FOR
2023 HIGHWAY 10/INTERLAKEN TRAIL AND SIDEWALK IMPROVEMENT PROJECT,
CIP PROJECT 128-B**

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

WHEREAS, staff are requesting the necessary services to prepare specification and plans for pedestrian trail link of Somerwood Drive and Interlaken Parkway adjacent Highway 10; and

WHEREAS, the pedestrian trail link assists in linking multi-modal movements to the Highway 10 underpass allowing safe crossings of Highway 10; and

WHEREAS, the Public Services Staff are authorized to work with the City Engineer on delivering this multi-modal transportation improvement as budgeted for in 2023.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of survey& topography work for Highway 10/Interlaken Trail Improvement Project, CIP Project 128-B.

Adopted by the City Council of the City of Waconia this 15th day of August, 2022.

Kent Bloudek, Mayor

Attest: _____
Jackie Schulze, City Clerk





REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		August 15, 2022					
Item Name:		Homecoming Parade Permit					
Originating Department:		Administration					
Presented by:		Shane Fineran					
Previous Council Action (if any):							
Item Type (X only one):	Consent		Regular Session	X	Discussion Session		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution 2022-228, Approving Parade Permit							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The Waconia High School Student Council is requesting a parade permit and street closure to support a homecoming parade to be held on Friday, September 16th from 5:00 p.m. to 5:45 p.m. The route of the parade will be on Community Drive from the middle school westward to the high school. Community Drive is requested to be closed to traffic during this time from Oak Avenue, Wildcat Way and at the entrance to the high school. <u>Attachments:</u> 1. 22228res_Homecoming_Parade_Permit.doc 2. Homecoming Parade Route.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
None							
Budget Information: _____ Budgeted _____ Non Budgeted _____ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			

**CITY OF WACONIA
RESOLUTION NO. 2022-228**

**RESOLUTION APPROVING PARADE ROUTE PERMIT FOR WACONIA HIGH SCHOOL
HOMECOMING**

WHEREAS, City ordinance allows for the use of streets for a parade by permit; and

WHEREAS, Waconia High School student council is requesting to conduct a parade for the Waconia High School homecoming festivities along Community Drive from Oak Avenue westward to the High School; and

WHEREAS, the route is requested to be closed to traffic from Oak Avenue, Wildcat Way, and at the entrance to the high school on Friday, September 16th from 5:00 p.m. and 5:45 p.m.; and

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby approves the parade route permit.

Adopted by the City Council of the City of Waconia this 15th day of August 2022.

Kent Bloudek, Mayor

Attest: _____
Jackie Schulze, City Clerk



Parade Route



City of Waconia

201 Vine Street South, Waconia, MN 55387

Homecoming Parade Route

August 2022



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		August 15, 2022					
Item Name:		Sandy Shores Preliminary Plat - CONTINUED					
Originating Department:		Community Development					
Presented by:		Lane Braaten					
Previous Council Action (if any):		Continued at the March 21st, 2022 City Council meeting for further discussion.					
Item Type (X only one):	☐ Consent	☐	☐ Regular Session	☒ X	☐ Discussion Session	☐	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution 2022-229 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.							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The City Council, at their regular meeting on March 21st, 2022, continued the discussion of the Preliminary Plat application requesting additional information from the applicant relating to the screening of the existing shed, the possible timeline for removal and an update on the current discussion regarding the septic system drainfield easement with the neighboring property owner. As such, the applicant has provided the attached information. Please note that the current timeline for consideration of the Preliminary Plat application was extended by the applicant until September 7th, 2022 per an email received from Mr. Helstrom dated March 31st, 2022. Staff has attached a summary of the items initially reviewed by the City Council for context. Due to the extended review period regarding this application please reach out to staff if you have any additional questions or require additional information to refresh your memory on this agenda item. Upon review of the additional information staff requests consideration of the updated resolution, which has been attached to this memo for convenience. Attachments: 1. 22229res Sandy_Shores_Preliminary_Plat_Resolution (2).doc 2. Sandy Shores Preliminary Plat Information.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:				Planning Commission recommendation of approval via a 4-0 vote on November 4th, 2021			
Budget Information: ☐ Budgeted ☐ Non Budgeted ☐ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			

**CITY OF WACONIA
RESOLUTION 2022-229**

**RESOLUTION APPROVING THE
SANDY SHORES PRELIMINARY PLAT**

WHEREAS, Jeff Helstrom (the “Applicant”) has submitted a preliminary plat application titled Sandy Shores pursuant to Section 1000.04 of the City Code; and

WHEREAS, the proposed Sandy Shores preliminary plat consists of three (3) single-family lots and one (1) outlot; and

WHEREAS, the subject parcel is located at 7860 Laketown Parkway, Waconia, MN, 55387 and identified as PID# 751320034; and

WHEREAS, the preliminary plat public hearing was conducted by the Planning Commission at their regular meeting on November 4th, 2021. The public hearing was held in the Council Chambers at Waconia City Hall, 201 South Vine Street, Waconia, Minnesota; and

WHEREAS, the Planning Commission, via a 4-0 vote, recommended approval of the Sandy Shores preliminary plat application based on the following findings of fact:

1. The proposed preliminary plat is compatible with the City of Waconia Comprehensive Plan, which guides the subject parcel as L, Low Density Residential.
2. The proposed Sandy Shores preliminary plat is in conformance with the design standards stated in Section 1000 of the Waconia City Ordinance.
3. The proposed preliminary plat is consistent with the requirements stated in the R-1, Single-Family Residential Zoning District and the Shoreland Overlay District.

WHEREAS, the Planning Commission recommends approval of the preliminary plat application with the following conditions:

1. The Sandy Shores Preliminary Plat 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 obtain Carver County Watershed Management Organization (CCWMO) approval and permitting for erosion control and stormwater management. A copy of any approvals or permits shall be submitted prior to any land disturbing activities.
4. The applicant shall obtain a General Construction Stormwater Permit (NPDES) from the Minnesota Pollution Control Agency and submit a copy to the City prior to any land disturbing activities.
5. All indirect costs related to the permitting, review, and plans associated with engineering and administrative costs shall be paid by the applicant/owner.
6. The City shall provide the necessary street signage. The applicant shall provide the necessary escrow funds to cover all street signage and installation costs.
7. The watermain, sanitary sewer, grading, and stormwater issues shall be resolved to the satisfaction of the City Engineer and Public Services Director prior to the issuance of the building permit for the Sandy Shores residential development.
8. Compliance with applicable items contained in Chapter 1000 of the City of Waconia Subdivision Ordinance.
9. Execution of a Developer’s Agreement for the Final Plat.
10. The applicant shall submit the preliminary plat to the Park Board to determine the applicable park dedication requirements for the subject parcel.
11. The applicant shall submit a final landscape plan in conformance with City Ordinance requirements for review and approval by the City Council. The final landscape plan shall include additional screening of the existing shed. The screening shall be provided to the north, south and east as appropriate.

12. The developer shall provide a performance bond in the form of cash, corporate surety bond, approved letter of credit or other surety satisfactory to the City to guarantee the required trees to be preserved, replaced and planted are done according to the Ordinance and approved plan set. The bond shall be furnished by the developer prior to obtaining a building permit and cover one full calendar year subsequent to the installation of said landscaping, which may require a lengthy timeframe if the proposed development is to be completed gradually or in phases.
13. The Tree Plan shall be revised to reflect the required removal and retention information and the required tree restitution fee be paid, if necessary, prior to any work commencing on the subject parcel.
14. The inspection and enforcement of the Tree Preservation Plan shall be done in compliance with Section 900.06, Subd. 8.D.10.
15. The Shoreland Overlay District prohibits intensive clearing on steep slopes and bluff areas and restricts vegetation removal in the shore impact zone, which is any area within 25 feet of the OHWL of Lake Waconia. The three residential parcels shall be allowed limited clearing of trees and shrubs to accommodate the placement of stairways and access paths to the lake provided that the alterations are in conformance with Section 900.06, Subd. 7 of the City Code.
16. The applicant shall file an application of final plat approval within six (6) months following the approval of the Sandy Shores Preliminary Plat, unless an extension of time is requested in writing by the subdivider and granted by the Council prior to the six (6) month expiration date.
17. The plat shall be reviewed and approved by Carver County. Any conditions required by Carver County shall be a requirement of final plat approval and will be identified in the Development Agreement for Sandy Shores.
18. A 6-foot-wide sidewalk is required to be installed along the east side of the proposed road that includes ADA compliant pedestrian ramps at the north side and south side of Lakeshore Circle.
19. A 10-foot-wide trail is required along the west side of CSAH 92 adjacent to outlot A. The Carver County Highway Department shall be notified of the proposed project to review the preliminary plat, review the proposed trail, and determine if a permit is needed from them.
20. The noncommercial signage shall be temporarily removed and can be replaced at a date in conformance with City Code and State Statute.
21. The existing driveway access onto County Road 92 shall be allowed to remain to serve Outlot A. The newly platted residential parcels shall gain access from the Lakeshore Circle easement via the "Proposed Road" identified on the preliminary plat. Additionally, the applicant shall install a barrier, per the approval of City staff, which restricts access from the newly created single-family parcels into/through Outlot A.
22. The applicant shall resolve the 7860 Laketown Parkway septic drainfield easement concerns to the satisfaction of city staff prior to release of the final plat so that the easement area can be depicted on the final plat as required by Section 1000.08, Subd. 4, J, of the Waconia City Code.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Waconia hereby approves the Sandy Shores Preliminary Plat subject to the findings, conditions and recommendation of the Waconia Planning Commission.

Adopted by the City Council of the City of Waconia this 15th day of August, 2022.

Kent Bloudek, Mayor

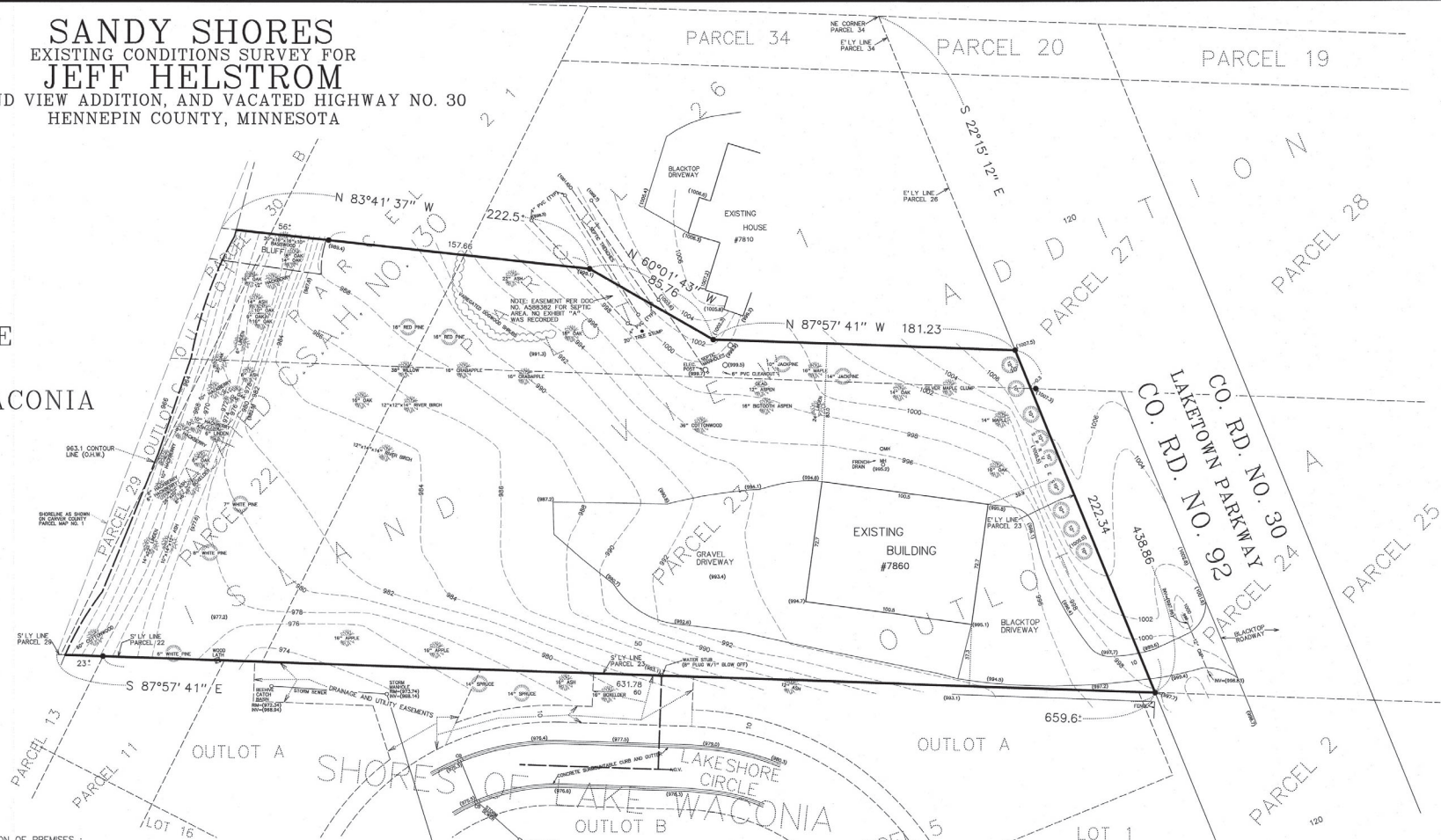
ATTEST: _____
Jackie Schulze, City Clerk

LOCATION MAP—7860 LAKETOWN PARKWAY



SANDY SHORES
EXISTING CONDITIONS SURVEY FOR
JEFF HELSTROM
IN ISLAND VIEW ADDITION, AND VACATED HIGHWAY NO. 30
HENNEPIN COUNTY, MINNESOTA

LAKE
WACONIA



LEGAL DESCRIPTION OF PREMISES:

That part of Lot 1, Block 1; Outlot A; Outlot B; Outlot C; and vacated County State Aid Highway No. 30, all in ISLAND VIEW ADDITION, described as part of Parcels Numbered 21 and 22 and 23 and 26 and 29 and 30 of Carver County Parcel Map No. 1 in Government Lot No. 1, Section 18, Township 116, Range 24, Carver County, Minnesota, described as follows: Commencing at the Northeast corner of said Parcel No. 34; thence on an assumed bearing of South 22 degrees 15 minutes 12 seconds East along the easterly line of Parcels Numbered 34 and 26 and 23 a distance of 438.86 feet to the point of beginning of the tract to be described; thence North 22 degrees 15 minutes 12 seconds West along said easterly line 222.34 feet; thence North 87 degrees 57 minutes 42 seconds West 181.23 feet; thence North 60 degrees 01 minutes 43 seconds West 85.76 feet; thence North 83 degrees 41 minutes 37 seconds West 222.50 feet, more or less, to the shoreline of Lake Waconia; thence southwesterly along said shoreline to the intersection with the South line of said Parcels Numbered 22 and 23 and 29 and its westerly extension; thence South 87 degrees 57 minutes 42 seconds East along said South line 659.6 feet, more or less, to the point of beginning, and is subject to any and all easements of record.

• : denotes iron marker found

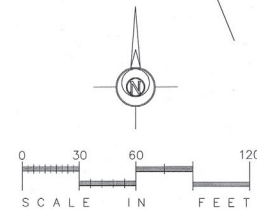
(908.3): denotes existing spot elevation, mean sea level datum

—917—: denotes existing contour line, mean sea level datum and county maps

Bearings shown are based upon an assumed datum.

This survey intends to show the boundaries of the above described property, and the location of an existing building, visible utilities, trees, spot elevations and topography thereon. It does not purport to show any other improvements or encroachments.

TOTAL AREA (TO O.H.W.) = 127,274: SQ. FT. = 2.92: AC.



GRONBERG & ASSOCIATES, INC. CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS 445 NORTH WILLOW DRIVE, LONG LAKE, MN 55356 952-473-4141	
2-11-20 1"=50' 20-040A	PROJECT CO. RD. NO. 30 LAKETOWN PARKWAY CO. RD. NO. 92
I hereby certify that this plan, specification, 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. Mark S. Gronberg, Minnesota License Number: 12725	
DATE 10-2-21 BY M. S. GRONBERG CHECKED BY M. S. GRONBERG	REMARKS EXISTING SHORELINE SURVEY DRAFT PREPARED AND EXPLAINED

2

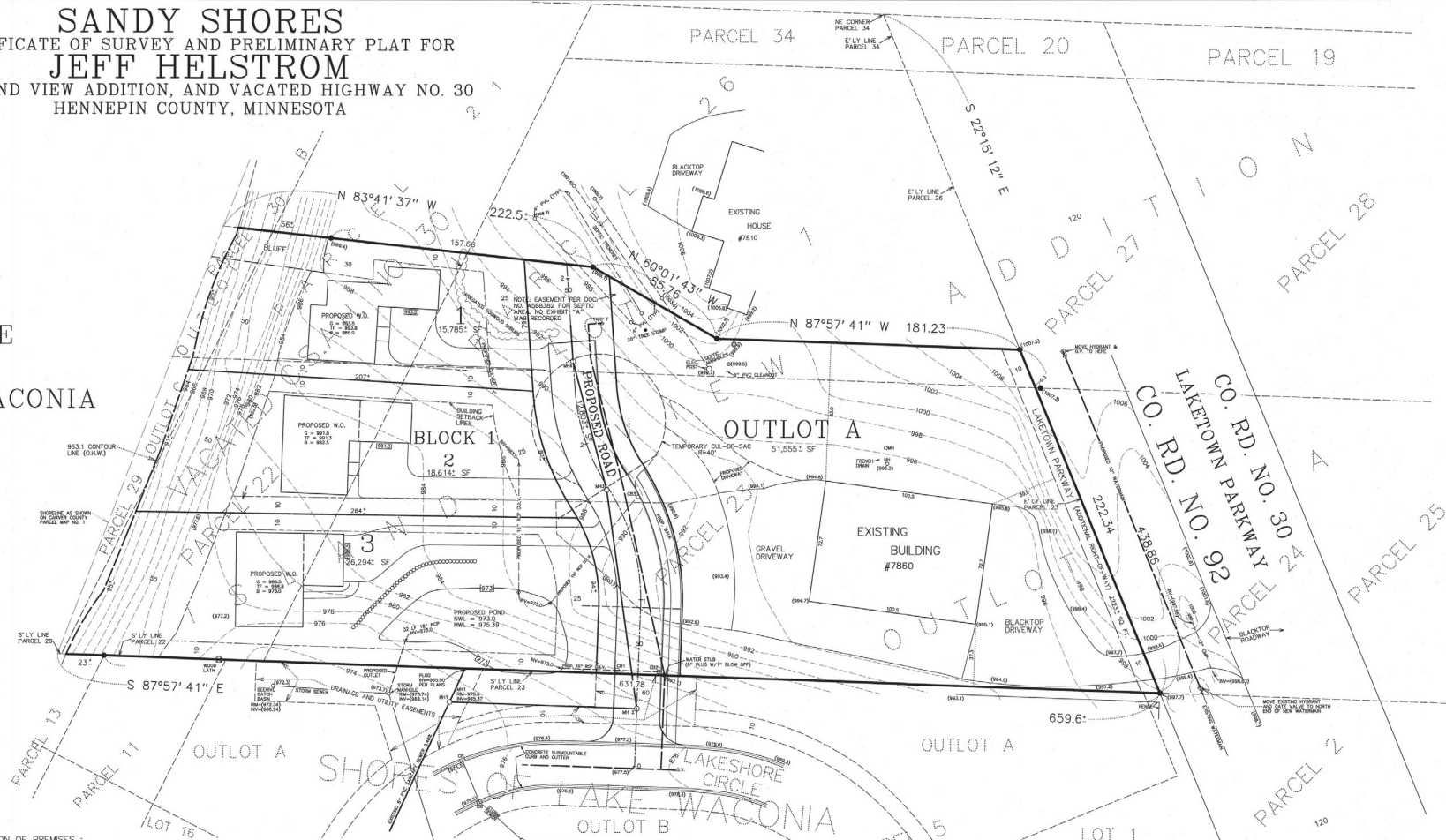
SANDY SHORES

CERTIFICATE OF SURVEY AND PRELIMINARY PLAT FOR

JEFF HELSTROM

IN ISLAND VIEW ADDITION, AND VACATED HIGHWAY NO. 30
HENNEPIN COUNTY, MINNESOTA

LAKE
WACONIA



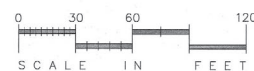
LEGAL DESCRIPTION OF PREMISES:

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- 917---: denotes existing contour line, mean sea level datum and county maps
- Bearings shown are based upon an assumed datum.

This survey intends to show the boundaries of the above described property, and the location of an existing building, visible utilities, spot elevations and topography, and the proposed location of proposed lot lines thereon. It does not purport to show any other improvements or encroachments.

TOTAL AREA (TO O.H.W.) = 127,274: SQ. FT. = 2.92: AC.
AREA EXCLUDING NEW LAKETOWN PARKWAY RIGHT-OF-WAY = 125,051: SQ. FT. = 2.87: AC.



3

GRONBERG & ASSOCIATES, INC. CIVIL ENGINEERS AND LAND PLANNERS 445 NORTH WILLOW DRIVE LONG LAKE, MN 55556 952-473-1411	
2-11-20 1"=50' 20'-0"=1"=50'	PROJECT
I hereby certify that this plan, specification, 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.	
DATE	MINNESOTA LICENSE NUMBER
2-11-20	12725

July 11, 2022

VIA EMAIL

Lane Braaten - Community Development Director
Shane Fineran – City Manager
201 S. Vine Street, Suite 1337
Waconia, MN 55387

Re: Sandy Shores Subdivision (Resolution 2022-92)

Mr. Braaten and Mr. Fineran:

The undersigned has been retained to represent Jeff Helstrom in connection with the proposed Sandy Shores Plat (Resolution 2022-92). This letter is submitted in further support of the Sandy Shores proposed plat submitted by Jeff Helstrom. The plat was supported by city staff and presented to the city council for approval at a December 2021 council meeting. The council tabled the matter in December and it was considered again at the March 21, 2022 meeting at which it was tabled again for essentially the same reasons. This matter is to be considered at the upcoming July 18, 2022 council meeting. We do not anticipate any further agreement to continue or table this matter.

After viewing the prior meetings and staff report, it appears that the proposed plat complied with the city's subdivision ordinance and both city staff and the city attorney acknowledged such compliance at the public hearings (subject only to "design" matters). Notwithstanding, council members were clearly seeking a legal justification to condition approval on the removal of the existing legal, non-conforming "shed". Mr. Helstrom has invested significantly into the existing building and intends to continue the current use of his shed indefinitely. In order to address council concerns, related to the building, Mr. Helstrom agreed to add additional tree screening to reduce the visibility of the shed from neighbors. Seven additional trees were added to the south of the shed prior to the March 21 meeting. Despite this addition, at the March meeting the council desired additional screening to the north. Mr. Helstrom is willing to add additional trees to the north of the shed, and an updated landscaping plan is submitted herewith. As noted by a council member on the record, denying the proposed plat will only delay and further extend the life of the existing shed.

In addition to the concern related to the building, the city has imposed another condition to plat approval that requires resolution of a private easement related to Gary and Mary Rademacher's septic system. Section 5 of this easement agreement states: "The Easements created under this Agreement shall continue until such time as city water and sewer are provided to Tract 1 and Tract 2, at which time the easements shall automatically terminate and be of no further force or effect". We believe that the Easement Agreement demonstrates a clear intent of the parties to work in good faith to seek city services as such become available. However, the Rademachers apparently desire to remain on a septic system in contravention to the Easement Agreement. In order to address this issue, Mr. Helstrom intends to run city sewer and water systems along the proposed road as close to the Rademacher tract as possible in light of the location of Rademacher's existing septic system. The proposed road will end at the lot line so that the Rademachers will have public access to the existing systems if and when they desire to have their parcel annexed and connected to the city systems. See utility plan previously submitted. Mr. Helstrom intends to continue to

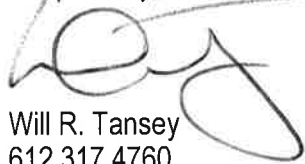
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work with the Rademachers to resolve the matter, but the proposed plat and subdivision neither disturb the existing septic system (including the alleged "alternate site") nor change any existing private easements. Future buyers will be advised and on notice of the existence of the easement by a review of the title work. In any event, resolution of a private easement dispute is not a requirement imposed by the city's ordinance and the city's involvement in such matters is not warranted. Resolution of the private easement may be a condition to commencing work on some portion of the property, but not to the approval of the plat. The city acknowledged that this easement is a private matter. While the city had good intentions in trying to facilitate a resolution, the city's involvement is not helping reach agreement between the neighbors. We believe that the city's involvement has confused the matter and made reaching an agreement with the Rademachers more difficult.

Other issues raised by the city council are not impediments to the approval. All access concerns have been addressed. There will be no access between the proposed residential lots and the outlot. All residential lots will be accessed via the new proposed road off of Lakeshore Circle and all traffic to and from the outlot is direct from Highway 92. There will be no vehicular access between the outlot and residential lots. It was confirmed at the meetings that the lot sizes are appropriate and comply with ordinances. The proposed use complies with the city's zoning, anticipated and desired growth and the 2040 comprehensive plan. No other issues were raised.

It is clear that the only material basis for the city's reluctance to approve the subdivision is the council's obvious frustration with the legal non-conforming status of the shed and their inability to condition approval on the removal of the shed. As noted by the city attorney, the ordinance does not permit the denial to be based on removal of the shed, whether immediate or in the future. Indeed, the Minnesota Supreme Court has deemed such conditions to be arbitrary and capricious as a matter of law under similar circumstances. See *Enrite v. City of Bloomington*, 295 Minn. 186 (Minn. 1973) (holding that the city of Bloomington acted arbitrarily and capriciously in conditioning approval of a complying proposed development on the developer's removal of certain legal non-conforming uses on the same property). Mr. Helstrom is incurring damages related to the delays related to this process as interest rates have gone up, construction costs have increased, and the housing market is cooling. Mr. Helstrom has current interest from proposed purchasers which could be lost if this project is delayed again. We believe that the proposed plat complies with the city ordinance and should be approved.

Respectfully,

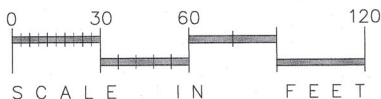
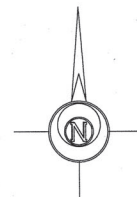


Will R. Tansey
612.317.4760
wrtansey@ravichmeyer.com

Enclosures: Landscaping Plan

cc: Michael Melchert – City Attorney (via email)
 Gary and Mary Rademacher (via email)

PROPOSED LANDSCAPE PLAN FOR
JEFF HELSTROM
IN OUTLOT A, SANDY SHORES
CARVER COUNTY, MINNESOTA

[illegible]

**GRONBERG AND
ASSOCIATES, INC.**
CONSULTING ENGINEERS, LAND
SURVEYORS, & SITE PLANNERS
445 NORTH WILLOW DRIVE
LONG LAKE, MN. 55356
952-473-4141

I hereby certify that this plan, specification, 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.

Mark S. Gronberg
Mark S. Gronberg Minnesota License Number 12755

SCALE
1"=30'

DATE _____

JOB NO.

21-302



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		August 15, 2022					
Item Name:		Revolving Loan Request by Waconia Square, LLC					
Originating Department:		Finance					
Presented by:		Nicole Meyer					
Previous Council Action (if any):							
Item Type (X only one):	Consent		Regular Session	X	Discussion Session		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution 2022-230, Approving the Revolving Loan Request for Waconia Square, LLC							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
City 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. Staff reviewed the loan application and supporting documentation to generate the following business summary and overview: - Financial projections support the debt coverage. - The property being improved is located in the business districts identified in the loan policy. - Security for the loan has been offered with a 2nd mortgage on the property located at 235 Main Street West. - The interest rate for the loan is determined by the final loans to value of the property. The total loans to value for all mortgages and small business loans is less than 80%. The interest rate will be determined by the Wall Street Journal prime rate plus 1% based on the City's policy. The total interest rate today would be 6.50%. According to all the information received by the loan applicant, staff recommends approval of a \$149,999 revolving loan for a term of ten (10) years with the following conditions: - The revolving loan of \$149,999 is amortized for ten (10) years according to the RLF policy with the interest rate being calculated based on the final loan to value. - Letter of commitment from the applicant to complete the project during the proposed project duration. - 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. - Payment of the application fee of 1% of the total loan amount. Attachments: 22230res_rlf_loan_new (1).doc							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses: Revolving Loan Fund (202)							
Budget Information:				Planning Commission			
_____ Budgeted				Parks and Recreation Board			
X Non Budgeted				Safari Island Advisory Board			
_____ Amendment Required				Other			



**CITY OF WACONIA
RESOLUTION NO. 2022-230**

**RESOLUTION APPROVING THE REVOLVING LOAN REQUEST FOR WACONIA
SQUARE, LLC**

WHEREAS, the City of Waconia (the “City”) desires to promote general economic prosperity of the community; and

WHEREAS, the City has developed policies for the administration of a revolving loan fund; and

WHEREAS, Waconia Square, LLC (the “Applicant”), desires to provide additional space for lease at their facility located at 235 Main Street West in downtown Waconia; and

WHEREAS, the applicant has applied for a \$149,999 loan for drywall, painting, flooring, HVAC, electrical, and plumbing work for build-out space for new tenants at the facility; and

WHEREAS, the total project costs for construction and equipment are estimated to be \$248,517; and

WHEREAS, the business is located in the business districts identified in the loan policy; and

WHEREAS, the application substantially meets the policy requirements of the revolving loan program regarding financial projections to fund the debt; and

WHEREAS, the applicant meets the policy requirements regarding pledged security with a mortgage on real property; and

WHEREAS, staff is recommending that the revolving loan request submitted by Waconia Square, LLC be funded provided that:

1. The revolving loan of \$149,999 is amortized for ten (10) years according to the RLF policy with the interest rate being calculated based on the final loan to value.
2. Letter of commitment from the applicant to complete the project during the proposed project duration.
3. Execution of the required loan closing documents to include, but not limited to, promissory note, 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.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Waconia hereby approves the revolving loan request for Waconia Square, LLC subject to the provisions recommend.

Adopted by the City Council of Waconia, Minnesota this 15th day of August, 2022.

Kent Bloudek, Mayor

ATTEST: _____
Jackie Schulze, City Clerk