

WACONIA CITY COUNCIL MEETING AGENDA



Monday, June 6, 2022
6:00 PM

VISION STATEMENT

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

MISSION STATEMENT

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

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

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

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

1. CALL MEETING TO ORDER AND ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. ADOPT AGENDA
4. VISITOR'S PRESENTATIONS, PETITIONS, CORRESPONDENCE
5. ADOPT CONSENT AGENDA

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

- 1) [May 16, 2022 City Council Meeting Minutes](#)
Approve May 16, 2022 City Council Meeting Minutes
- 2) [June 6, 2022 Expenditures](#)
Payment of June 6, 2022 Expenditures
- 3) [Contractor Pay Request #7 - Everson New Storage Shed](#)
Motion to approve Pay Estimate No. 7 to Ebert Construction for the Everson New Storage Shed
- 4) [Contractor Pay Request #2 - Waconia East Frontage Road Improvements](#)
Approve Pay Estimate No. 2 to GMH Asphalt, Inc. for the Waconia East Frontage Road Improvements
- 5) [Contractor Pay Request #1 - Waconia 2022 Infrastructure Improvements](#)
Approve Pay Estimate No. 1 to W.M. Mueller & Sons, Inc. for the Waconia 2022 Infrastructure

- Improvements
- 6) [Authorize Recruitment of Park Maintenance Worker](#)
Motion to Authorize Recruitment of Park Maintenance Worker
 - 7) [Donation Acceptance & Pass Thru - Cash Donation for Fire Safety & Prevention Efforts](#)
Adopt Resolution 2022-150, Accepting Cash Donations for Fire Safety and Prevention Efforts and Approving Pass Thru to the National Fire Safety Council
 - 8) [Donation Acceptance - Cash Donations for Operations of the Fire Department](#)
Adopt Resolution 2022-151, Accepting Cash Donations for Operations of the Fire Department
 - 9) [Donation Acceptance - Cash Donations for Adaptive Playground Equipment](#)
Adopt Resolution 2022-152, Accepting Cash Donation for Adaptive Playground Equipment
 - 10) [Staffing & Organizational Study](#)
Adopt Resolution 2022-153, Approving Staffing and Organizational Study
 - 11) [Resignation of Mechanic and Authorization of Recruitment](#)
Adopt Resolution 2022-154, Accepting Resignation of Mechanic and Authorizing Recruitment for Position.
 - 12) [Community Safety Grant](#)
Adopt Resolution 2022-155, Accepting Grant Funds & Directing use
 - 13) [Approve Demolition and Award Structure Removal](#)
Approve Resolution 2022-156; Authorizing Approval of Demolition Quotes & Award Structure Removals Located at 10250 10th Street East
 - 14) [Orchard Park 3rd Addition - Development Agreement - M/I Homes](#)
Adopt Resolution 2022-157 approving the Development Agreement for Orchard Park 3rd Addition.
 - 15) [Car Wash Donation for Organizational Use](#)
Adopt Resolution 2022-158, Accepting Car Wash Donation for Organizational Use
 - 16) [Updated Allocation of American Rescue Act \(ARPA\) Funding](#)
Adopt Resolution No. 2022-159, Approving Updated Allocation of American Rescue Act (ARPA) Funding
 - 17) [Amendment to Solar Garden Subscription Agreement](#)
Resolution 2022-160, Approving Amendment to Community Solar Garden Subscription Agreement with Novel Solar Three LLP
 - 18) [Approval of Paddle Craft Rack Rental Agreement](#)
Adopt Resolution 2022-161; Approval of Rental Agreement for Paddlecraft Storage Racks with Never Board, LLC. for Cedar Point Park
 - 19) [Authorize Structure Monitoring Review For 2023 Improvement Project](#)
Adopt Resolution 2022-162; Authorizing American Engineering and Testing to Complete Structure Monitoring Reviews for 2023 Improvement Project

6. COUNCIL BUSINESS

- 1) [Authorize Preliminary Trail Design; City Project 129-D](#)
Adopt Resolution 2022-163; Approval of Preliminary Design Review of Proposed Trail Corridor Improvements for City Project 129-D; Link of Sterling Hills Development with Hilks Townhome Development for 2024
- 2) [TIF District No. 5 Development Agreement](#)
Adopt Resolution 2022-164, Approving TIF Development Agreement
- 3) [After-The-Fact Steep Slope Alteration Permit request by Cornerstone Landscaping the property located at 233 Lakeview Terrace Boulevard](#)
Adopt Resolution 2022-165 denying the After-The-Fact Steep Slope Alteration Permit to allow improvements within a steep slope for the property located at 233 Lakeview Terrace Blvd.

7. ITEMS REMOVED FROM CONSENT AGENDA

8. STAFF REPORTS

9. BOARD REPORTS

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

10. ANNOUNCEMENTS

11. ADJOURN REGULAR MEETINGOFFICE OF THE CITY ADMINISTRATOR

Shane Fineran

Work Session: Future Policing Discussion, Utility Trunk Fee Waiver Program

UPCOMING CALENDAR OF EVENTS/MEETINGS:

Music in the Park - Tricia & The Toonies - June 9th

Movie in the Park - Clifford - June 9th

Music in the Park - Traveled Ground - June 16th

Park Commission - June 16th

City Council Meeting - June 20th



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		June 6, 2022					
Item Name:		May 16, 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 May 16, 2022 City Council Meeting Minutes							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
<u>Attachments:</u> 1. Minutes 5-16-2022.pdf							
FINANCIAL IMPLICATIONS: Funding Sources & Uses:				ADVISORY BOARD RECOMMENDATIONS:			
Budget Information: _____ Budgeted _____ Non Budgeted _____ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			

CITY OF WACONIA
May 16, 2022

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

Resolution 2022-149 was added to the Consent Agenda.

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

- 4) [VISITOR'S PRESENTATIONS, PETITIONS, CORRESPONDENCE](#)
- 5) [PUBLIC HEARING](#)

5.1 [PUBLIC HEARING -Vacation of Drainage and Utility Easement - Waterford 6th Addition, Outlot B and Outlot D](#)

[22145res_Approving_Vacation_of_DU_Easement \(1\).docx](#)

[Waterford 6th Addition.pdf](#)

[Proposed Easement Vacation.pdf](#)

[Waterford 7th Addition.pdf](#)

Lane Braaten stated that the phasing of the Waterford residential project has required the Developer to provide a drainage and utility easement over Outlots B and D, Waterford 6th Addition. As part of the Waterford 7th Addition phase the Developer has requested that the identified drainage and utility easement in Outlots B and D, Waterford 6th Addition, be vacated to allow for the outlots to be platted consistent with Waterford 7th Addition, which the City Council approved on February 22, 2022.

Section 320.08 of the City Code allows the City Council to vacate any alley, street or publicly owned utility easement on its own motion or on petition of a majority of the property owners abutting the alley, street, or utility easement pursuant to Minnesota Statutes Section 412.851. JMH Land Development Company, LLC as the underlying property owner of Outlots B and D, Waterford 6th Addition has petitioned to vacate the identified drainage and utility easements.

Notice was published in the Waconia Patriot on May 5, 2022 and May 12, 2022 and posted at Waconia City Hall. To date City staff has not received any public hearing comments regarding the proposed request to vacate the drainage and utility easements.

Mayer Bloudek opened the public hearing.

Motion by Sorensen, seconded by Waldron to close public hearing.

Motion by Leo, seconded by Waldron Adopt Resolution 2022-145, Approving the Vacation of the Drainage and Utility Easement identified in Outlot B and Outlot D, Waterford 6th Addition. **MOTION carried**

6) **ADOPT CONSENT AGENDA**

6.1 May 2, 2022 City Council Meeting Minutes

[Minutes 05-02-2022.pdf](#)

6.2 May 16, 2022 Expenditures

[Council List-Expenditures 05.16.2022_Purchasing Card.pdf](#)

[Council List-Expenditures 05.16.2022_Other.pdf](#)

[Council List-Expenditures 05.16.2022_Regular.pdf](#)

6.3 Rink Management Services Corporation Safari Island Community Center Expenditures Incurred in April 2022

[Safari Island Bills and Applied Payments 04.2022.pdf](#)

6.4 Rink Management Services Corporation Waconia Ice Arena Expenditures Incurred in April 2022

[Waconia Ice Arena Bills and Applied Payments 04.2022.pdf](#)

6.5 Call for Annual SWPPPP Meeting

6.6 Authorize Execution of Agreement

[22134res Carver_County_Snow_Trail_Agreement \(1\).doc](#)

[Winter Trail Agreement with City of Waconia.docx](#)

[Exhibit A - Lake Waconia Regional Park Trail - Waconia.pdf](#)

6.7 Accepting Donation and Pass Thru Recommendation

[22135res Gambling_Donation_Resolution \(3\).doc](#)

6.8 Donation Acceptance - Cash Donations for Operations of the Fire Department

- [22136Res_Donations_Received_Fire_05.16.22.doc](#)
- 6.9 Approving Tax Forfeiture Sale
 - [22137res_Approving_Parcel_Public_Sale.doc](#)
 - [2022 Approval for Tax Forfeited Land Sale Parcels.pdf](#)
 - [2022 Cert of Classification Signed by County Board - City of Waconia \(002\).pdf](#)
- 6.10 Request for Use of Streets/Parade Permit: Lake Waconia Band Festival
 - [22138res_Approving_Lake_Waconia_Band_Festival.doc](#)
 - [2022 Letter to Waconia City Council.pdf](#)
 - [2022 Information to City Council for Temporary Road Closures.pdf](#)
 - [2022 LWBF Map PDF.pdf](#)
- 6.11 Authorize Assessment Benefit Analysis
 - [22139res 2023_Improvement_Project_Assessment_Benefit_Res.doc](#)
- 6.12 Approve Lease Purchase Agreement
 - [22140res_Approving_Lease-Purchase_Agreement__Draft_05-09-2022_.docx](#)
 - [Certification for City Resolution \(Draft 05-09-2022\).docx](#)
 - [Certification of City Administrator \(Draft 05-09-2022\).docx](#)
 - [Certification of Finance Director \(Draft 05-09-2022\).docx](#)
 - [Certification of Public Services Director \(Draft 05-09-2022\).docx](#)
- 6.13 Resurfacing of Recreation Pool - Safari Island Community Center
 - [22141res SI_Project_Approval_Pool_Project_Res_final.docx](#)
 - [Horizon Commercial Pool Quote.pdf](#)
- 6.14 Waconia Apartments - Early Grading Agreement & Permit - KTJ 363, LLC
 - [22142res _Approving_Early_Grading_Permit \(1\).docx](#)
 - [Early Grading Agreement_601 Industrial Blvd W \(Draft 05-06-2022\).pdf](#)

6.15 Orchard Park 3rd Addition Final Plat - M/I Homes of Minneapolis/St. Paul, LLC

[22143res Orchard_Park_3rd_Addn_Final_Plat.doc](#)

[Location Map Orchard Park 3rd Addition.pdf](#)

[Orchard Park Preliminary Plat.pdf](#)

[Orchard Park 3rd Addition Final Plat.pdf](#)

[Orchard Park 3rd Addition Narrative.pdf](#)

6.16 2022 2nd Quarter Budget Amendments

[22144res -Budget_Amendment_master.doc](#)

[Budget Amendments 2022_2nd Quarter.pdf](#)

Council Member Sorensen request that item number 6 be pulled from the Consent Agenda.

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

MOTION carried

7) COUNCIL BUSINESS

7.1 2021 Audited Annual Comprehensive Financial Report

[22146res_2021_Audit.doc](#)

Nicole Meyer shared that City Staff and the auditing firm of Redpath and Company have concluded the audit fieldwork and have prepared the City of Waconia Annual Comprehensive Financial Report for the year ending December 31, 2021.

Andy Hering from Redpath and Company provided a presentation of the final reports and audit results. Due to the length of the financial statement, a copy of the Annual Comprehensive Financial Report was provided to the City Council prior to the meeting under separate cover. The reports provided by Redpath and Company included Internal Control, Minnesota Legal Compliance, and Communication with Those Charged with Governance. The reports show that the City did not have any internal control of compliance findings in 2021. A copy of the reports are available for review by the public at City Hall.

Staff will post a copy of the report on the City's website, forward a copy to the Office of the State Auditor and the Government Finance Officers Association for consideration for the Excellence in Financial Reporting Certificate.

Council Member Sorensen asked if there is a recommendation for what the sewer fund should be.

Hering recommended to have enough to make debt service payments.

Motion by Waldron, seconded by Pierson Adopt Resolution 2022-146, Accepting Audited Annual Comprehensive Financial Report as of December 31, 2021

MOTION carried

[7.2 American Legion Trunk Fee Waiver](#)

[Metropolitan Council SAC Determination.4 Main St.pdf](#)

Shane Fineran shared that the American Legion is in the process of remodeling space to be leased at 4 Main Street E. Due to the change in the use of the property a Sewer Access Charge determination is required to be submitted by the applicant to the Metropolitan Council. Based upon the planned improvements and use of the property as a restaurant and bar, an additional 9 SAC units have been applied to the project and the property. The pre-existing used had a SAC determination of 1 on the property, for which credit would be given. These Determinations are done to evaluate the additional demand placed onto the utility systems and to fund the construction and maintenance of the utility systems if warranted.

Based on the determination by the Metropolitan Council of 9 additional SAC units to be charged and calculated, a total of \$22,365 shall be collected and passed through to the Metropolitan Council for SAC trunk charge, or \$2,485 per additional unit. Per the City's ordinances and fee schedules, additional utility trunk fees are to be collected and recognized by the City as utility revenue based on the additional SAC determination for the property. This amounts to \$27,000 in municipal sewer trunk fees and municipal water trunk fee of \$45,000. Other smaller fees for utility hookup and permitting fees add up to a total of \$94,825 in utility trunk fees due at the time of building permit issuance.

Fineran stated that the American Legion leadership is requesting that the City Council consider waiving these fees due to financial hardship. The City does have a policy that will allow a business to pay the utility trunk fees over a span of three years, with the Metropolitan Council SAC charge paid in year one and the remainder City utility trunk fees to be paid in years two and three. This program policy has been communicated to the Legion leadership. The City does not have a formal policy related to the waiver of municipal trunk fees as an economic development tool for commercial or industrial users. It does however have a formal policy related to the waiver of municipal utility trunk fees for the creation of affordable housing in the community.

Fineran asked for discussion and direction from the City Council on waiver of any of the municipal utility trunk fees or alteration to the terms of the re-payment program for such fees.

Council Member Sorensen abstained from discussion.

Council Member Pierson asked if no matter what we decide does Met Council still get their money.

Fineran responded yes the Legion is not for profit so would be in favor of waving fees to the extent of what we can.

Council Member Waldron suggested considering extending the payment plan.

Mayer Bloudek asked if there was there ever a discussion on the SAC credits from original building? Could that have transferred?

Tom Kaliher and Joe Gifford from the Legion came forward and explained to the Council the work they do and because they are in the veterans business that never came up. The reason they sold the building is because it was bleeding them dry and they couldn't help the programs that they support. The new building will allow them to still continue their programs. The bar is a fund raiser. Everything that they do is a fundraiser for the programs. In order to do their mission they need the space. They asked for forgiveness because they are a non profit. They stated that they are looking for flexibility or maybe some reduction to help support the mission.

Mayor Bloudek thanked them for all the service you provide and the service to our country. Mayer Bloudek opened up the discussion with Council asking if is it a policy we should look at or a onetime thing. Do we extend the term or offer a reduction? He would like staff to take a look at and bring ideas to Council.

Council Member Waldron would like to see staff put together some options. Mayor Bloudek agreed and would like to see what all options look like.

Fineran recommended looking at this as a policy change. It could become difficult in the future with different Council if done just as a onetime deal.

Council Member Pierson asked what the expense to the city is. Fineran responded that trunk fees cover that.

Council Member Leo would like to see if it possible to extend the payment plan and possible reduction.

Nicole doesn't want to look at it as a onetime thing, there could still be another business to come in and want the same.

Council directed Staff to look and present all options available.

[7.3 Site Plan & Design Review - Waconia Fire Station](#)

[Existing Certificate of Survey.pdf](#)

[22147res_Approving_Site_Plan_and_Design_Review.docx](#)

[Location Map 10451 10th Street West.pdf](#)

[Site Plan.pdf](#)

[Statement of Use Waconia Fire Station.pdf](#)

[Architectural Site Plan and Elevations.pdf](#)

[Landscape Plan.pdf](#)

[Material Samples_Waconia Fire Station.pdf](#)

[Surrounding Building Designs.pdf](#)

Lane Braaten said that BKV Group has submitted an application for Site Plan and Design Review for the property located at 10451 10th Street West. The application proposes the construction of a new fire station on the subject parcel.

Braaten shared an Ariel of the property and the site plan/floor plan. He indicated that everything is conforming. Staff and Planning commission has all looked at this and the design standards are compliant with City standards.

Bruce from BKV and Chief Sorenson came forward and touched on the amenities the new station will have including training capabilities and use for community space.

Mayor Bloudek asked about the timeline.

Dustin from Kraus Anderson, explained that they need to bid and order supplies by end of summer. It is taking 10 months to get materials so that would put us into starting construction next June.

Council Member Sorensen brought up parking standards.

Braaten said there is a spot for 17 more parking spots.

Motion by Sorensen, seconded by Waldron Adopt Resolution 2022-147 approving the Site Plan & Design Review application to construct a new fire station at 10451 10th Street West.

MOTION carried

7.4 [Windmill Creek 8th Addition Preliminary Plat - Outlot A, Windmill Creek](#)

[22148res_Approving_Windmill_Creek_8th_Addn_Preliminary_Plat.doc](#)

[Location Map Windmill Creek 8th Addition.pdf](#)

[Public Hearing Notice Windmill Creek 8th Addition.pdf](#)

[Windmill Creek 8th Addition Preliminary Plat.pdf](#)

[Landscape Plan.pdf](#)

[Preliminary Grading Plan.pdf](#)

[Preliminary Tree Preservation Plan.pdf](#)

Lane Braaten shared that the City received a Preliminary Plat application from Scott Truempi titled Windmill Creek 8th Addition. Specifically, the applicant is requesting to plat Outlot A, Windmill Creek in three residential parcels and one outlot.

The proposed subdivision was anticipated with the development of Waterford 7th Addition. The property is currently undeveloped but should develop in association with the Waterford residential development directly to the east.

The Planning Commission, at their regular meeting on May 5, 2022, held the required public hearing, took all public comment and reviewed all pertinent information relating to the preliminary plat application. The Planning Commission recommended approval via a 5-0 vote with 15 conditions.

Motion by Leo , seconded by Waldron Adopt Resolution 2022-148, approving the Windmill Creek 8th Addition Preliminary Plat for the property described as Outlot A, Windmill Creek.

MOTION carried

8) [ITEMS REMOVED FROM CONSENT AGENDA](#)

Resolution 2022-134, Authorizing of Public Services Director to Execute Winter Trail Snow Removal Agreement.

Council Member Sorensen shared concerns dedicating city staff time to do work on County property that the city doesn't own. Will that make us need to have more city staff? We need to take care of our own community and not put too much on our staff that the county should be taking care of.

Craig Eldred responded that the county does clean the parking lot the only thing we take care of is the trail by the sledding hill. Parking lot to City property to the west. New developments are our responsibility.

Motion by Waldron , seconded by Pierson Adopt Resolution 2022-134, Authorizing of Public Services Director to Execute Winter Trail Snow Removal Agreement.

MOTION carried

9) [STAFF REPORTS](#)

Craig Eldred recognized the Public Services team for all they have gone through the past year and half making sure all projects are taken care of with COVID.

Waldron, Sister Saturday, Chamber Lunch this Thursday.
Sorensen, More things from planning to council

10) BOARD REPORTS

Council Member Waldron reported that Sister Saturday was a success and the Chamber Lunch is this Thursday.

Council Member Sorensen reported that there are more things to come from Planning Commission to Council.

11) ANNOUNCEMENTS

Park Board Meeting Thursday, Annual trail clean up Dakota Rail Trail

12) ADJOURN REGULAR MEETING

Motion by Sorensen , seconded by Pierson 12) ADJOURN REGULAR MEETING at 7:45 p.m.

MOTION carried

Work Session: Fire Station Update

UPCOMING CALENDAR OF EVENTS/MEETINGS: Park Board - May 19th Memorial Day - May 30th (Offices Closed) Planning Commission - June 2nd City Council - June 6th

Kent Bloudek, Mayor

ATTEST: _____

Ann Meyerhoff, Office Assistant



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		June 6, 2022					
Item Name:		June 6, 2022 Expenditures					
Originating Department:		Finance					
Presented by:		Nicole Meyer					
Previous Council Action (if any):							
Item Type (X only one):	Consent	X	Regular Session		Discussion Session		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Payment of June 6, 2022 Expenditures							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Attachments: 1. Council List-Expenditures 06.06.2022_Final.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 M. Meyer

Nicole Meyer, Finance Director

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

VENDOR NAME	DESCRIPTION	AMOUNT	FUND / DEPARTMENT
AMERICAN ENGINEERING TESTING, INC.	EFR Parking Lot Engineering	\$1,969.75	PIR Fund
AMY ROUSAN	Utility Bill Refund	\$230.24	Water Utility Fund
ANDREA MATHWIG	Refund for Park Rental Gazebo	\$50.00	Parks
BKV GROUP	Fire Station Project-Architect	\$42,000.72	PIR Fund
CADY BUILDING MAINTENANCE, INC.	Facility Cleaning 06.2022	\$3,380.72	Central Facilities
CARVER COUNTY	ESRI Software License 2022	\$6,733.17	Technology
CARVER COUNTY	GIS Position 1st Qtr 2022	\$5,894.62	Technology
CARVER COUNTY	Pictometry License 2022	\$416.67	Technology
CARVER COUNTY	Escrow Refund; Lake Park Project	\$11,880.35	PIR Fund
CCP NI MASTER TENANT 4, LLC	Solar Electric 04.2022	\$1,236.34	Central Facilities
CCP NI MASTER TENANT 4, LLC	Solar Electric 04.2022	\$25.44	Water Utility Fund
CCP NI MASTER TENANT 4, LLC	Solar Electric 04.2022	\$1,183.08	Sewer Utility Fund
CCP NI MASTER TENANT 4, LLC	Solar Electric 04.2022	\$573.66	Street Light Utility Fund
C-D PRODUCTS, INC.	The Field & Orchard Park Signs	\$5,930.00	Parks
CHOICE ELECTRIC INC	Roundabout Light Poles	\$11,884.39	Street Light Utility Fund
CHOICE ELECTRIC INC	Replace & Install Dimmers	\$830.04	Central Facilities
CLARK MACHTEMES	Music in the Park 06.16.22	\$700.00	Recreation
COMMERCIAL ASPHALT COMPANY	WV4 Wear	\$2,479.65	Streets
DANIEL SCHMIDT LIGHTING INC.	Public Services Lights	\$293.41	Central Facilities
EBERT INC.	Everson's New Storage Shed	\$87,924.40	PIR Fund
GMH ASPHALT CORP	East Frontage Rd Improvements	\$312,843.13	PIR Fund
GMH ASPHALT CORP	East Frontage Rd Improvements	\$19,699.93	Water Utility Fund
GMH ASPHALT CORP	East Frontage Rd Improvements	\$1,515.38	Sewer Utility Fund
GMH ASPHALT CORP	East Frontage Rd Improvements	\$98,280.29	Storm Water Fund
GRANICUS, LLC	Council Packet Software	\$13,430.64	Coronavirus Relief Fund
HAWKINS, INC	Water Treatment Plant Chemicals	\$9,724.83	Water Utility Fund
HECKSEL MACHINE INC	WW1 Monument Fence	\$19,440.00	Parks
KIMTEK CORPORATION	Skid Unit for ATV Project	\$8,995.00	Capital Equipment Fund
KIRVIDA FIRE, INC.	#11 Brake Switch Repair	\$296.23	Fire
LISA WAGONER	Utility Bill Refund	\$146.19	Water Utility Fund
MARCO TECHNOLOGIES, LLC	Azure Subscript 4.16-5.15.22	\$38.66	Technology
MARCO TECHNOLOGIES, LLC	Cisco Insights 5.16-6.15.22	\$210.00	Technology
MARCO TECHNOLOGIES, LLC	Managed Voice Fees	\$2,466.07	Technology
MARCO TECHNOLOGIES, LLC	Unify It On Demand 05.18-06.17	\$709.46	Technology
METRO WEST INSPECTION SERVICES	Building Inspections 02.2022	\$25,912.10	Building Inspections Payable

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

VENDOR NAME	DESCRIPTION	AMOUNT	FUND / DEPARTMENT
METRO WEST INSPECTION SERVICES	Building Inspections 02.2022	\$460.84	Building Inspections
MN DEPARTMENT OF HEALTH	Water Connection Fees Q2.2022	\$10,949.00	Water Utility Fund
NATIONAL FIRE SAFETY COUNCIL	Waconia Business Donations	\$600.00	Fire
NCPERS GROUP LIFE INS.	Premiums 06.2022	\$64.00	Personnel Liabilities
NORDIC MECHANICAL SERVICES	FH Titan Air Unit Repair	\$2,080.00	Fire
NORDIC MECHANICAL SERVICES	CH Main Power Reset	\$302.00	Central Facilities
NORDIC MECHANICAL SERVICES	PW Boiler Repair	\$3,235.00	Central Facilities
NORTHWEST ASPHALT & MAINTENANCE	Streets Sealcoating 05.10.22	\$46,750.48	Streets
OERTEL ARCHITECTS, LTD.	Waterford Park Design Service	\$5,002.50	PIR Fund
ROSEMARY SORENSEN	Utility Bill Refund	\$19.38	Water Utility Fund
THE TOONIES, LLC	Music in the Park 06.09.22	\$700.00	Recreation
UNITED FARMERS COOP	Utility Bill Refund	\$398.48	Water Utility Fund
USA SECURITY, INC.	Employee Badges	\$23.56	Central Facilities
WM MUELLER & SONS INC	2022 Infrastructure Project	\$47,462.47	PIR Fund
WM MUELLER & SONS INC	2022 Infrastructure Project	\$19,587.69	Water Utility Fund
WM MUELLER & SONS INC	2022 Infrastructure Project	\$6,026.98	Sewer Utility Fund
WM MUELLER & SONS INC	2022 Infrastructure Project	\$2,260.12	Storm Water Fund
WSB	Small Area Plan Services	\$2,135.00	Planning
Grand Total		\$847,382.06	

The above bills have been approved for payment at the regular City Council Meeting on June 6, 2022.
Authorized and ordered for payment:

Mayor

City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		June 6, 2022					
Item Name:		Contractor Pay Request #7 - Everson New Storage Shed					
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. 7 to Ebert Construction for the Everson New Storage Shed							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Staff has reviewed the contractor pay request for the Everson New Storage Shed and recommends payment of \$87,924.40 based on the architect request for payment. This payment represents approximately 94.0% of the total approved contract for the project.							
<u>Attachments:</u>							
1. Payment Application #07.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
PIR Capital							
Budget Information:				Planning Commission			
☒ Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:	City of Waconia 201 South Vine Street Waconia, MN 55387	PROJECT:	Everson New Storage Shed 121 Highway 5 East Waconia, MN 55387	APPLICATION NO:	7	Distribution to:	
FROM CONTRACTOR:	Ebert Construction 23350 County Road 10 Corcoran, MN 55357	VIA ARCHITECT:	Kaeding Architects LLC	PERIOD TO:		OWNER	☐
				CONTRACT FOR:		ARCHITECT	☐
				CONTRACT DATE:		CONTRACTOR	☐
				PROJECT NOS:	6513 / /	FIELD	☐
						OTHER	☐

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	384,000.00
2. NET CHANGE BY CHANGE ORDERS	\$	25,681.67
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	409,681.67
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	409,681.67
5. RETAINAGE:		
a. <u>5.00</u> % of Completed Work (Columns D + E on G703)	\$	20,484.09
b. _____ % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b, or Total in Column I of G703)	\$	20,484.09
6. TOTAL EARNED LESS RETAINAGE	\$	389,197.58
(Line 4 minus Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	301,273.18
(Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE	\$	87,924.40
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6)	\$	20,484.09

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this month	\$	\$
TOTAL	\$	\$
NET CHANGES by Change Order	\$	

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

CONTRACTOR: Ebert Construction

By: _____

Date: 5/24/22

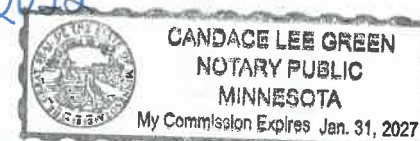
State of: Minnesota

County of: Hennepin

Subscribed and sworn to before me this _____ day of _____

Notary Public: Candace Lee Green

My commission expires: 1-31-2027



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: Kaeding Architects LLC

By: _____

Date: _____

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

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

7
5/24/2022

APPLICATION DATE:

PERIOD TO:

6513

ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G ÷ C)	BALANCE TO FINISH (C – G)	RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
01	General Conditions	36,600.00	28,548.00	8,052.00		36,600.00	100.00		1,830.00
02	Bond, Insurance	5,500.00	5,500.00			5,500.00	100.00		275.00
03	Excavation, Shed	13,000.00	13,000.00			13,000.00	100.00		650.00
04	Footings and Foundation, Shed	55,000.00	55,000.00			55,000.00	100.00		2,750.00
05	Rough Carpentry Material, Shed	22,000.00	22,000.00			22,000.00	100.00		1,100.00
06	Rough Carpentry Labor, Shed	35,120.00	35,120.00			35,120.00	100.00		1,756.00
07	Roofing, Shed	10,250.00	10,250.00			10,250.00	100.00		512.50
08	Siding, Shed	21,200.00	21,200.00			21,200.00	100.00		1,060.00
09	HM Doors/Frames, OHD's, Window	10,200.00	10,200.00			10,200.00	100.00		510.00
10	Painting, Shed	1,075.00		1,075.00		1,075.00	100.00		53.75
11	Plumbing, Shed	6,200.00	6,200.00			6,200.00	100.00		310.00
12	Excavation, Canopy	5,500.00	5,500.00			5,500.00	100.00		275.00
13	Footings, Canopy	6,500.00	6,500.00			6,500.00	100.00		325.00
14	Structural Steel	15,500.00	15,500.00			15,500.00	100.00		775.00
15	Rough Carpentry (MATL), Canopy	19,800.00	19,800.00			19,800.00	100.00		990.00
16	Rough Carpentry Labor, Canopy	36,030.00	36,030.00			36,030.00	100.00		1,801.50
17	Siding, Canopy	47,250.00		47,250.00		47,250.00	100.00		2,362.50
18	Roofing, Canopy	34,000.00		34,000.00		34,000.00	100.00		1,700.00
19	Painting, Canopy	1,075.00		1,075.00		1,075.00	100.00		53.75
20	Plumbing, Canopy	2,200.00	1,100.00	1,100.00		2,200.00	100.00		110.00
21	GC01 Exp Jt and Vapor Barrier	1,531.20	1,531.20			1,531.20	100.00		76.56
22	GC02 Foundation Winter Cond'n	3,772.00	3,772.00			3,772.00	100.00		188.60
23	Winter Conditions - Shed Slabs	14,173.52	14,173.52			14,173.52	100.00		708.68
24	Change Order GC05	294.69	294.69			294.69	100.00		14.73
25	GC06 Canopy Winter Costs	3,588.12	3,588.12			3,588.12	100.00		179.41
	GRAND TOTAL								

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

APPLICATION NO: 5/24/2022
APPLICATION DATE:
PERIOD TO: 6513
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%($G \div C$)	BALANCE TO FINISH (C - G)	RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
26	CO 7 - Insulated OHD's	2,322.14	2,322.14			2,322.14	100.00		116.11
		409,681.67	317,129.67	92,552.00		409,681.67	100.00		20,484.09
	GRAND TOTAL								

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		June 6, 2022					
Item Name:		Contractor Pay Request #2 - Waconia East Frontage Road Improvements					
Originating Department:		Finance					
Presented by:		Nicole Meyer					
Previous Council Action (if any):							
Item Type (X only one):		Consent	X	Regular Session		Discussion Session	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Approve Pay Estimate No. 2 to GMH Asphalt, Inc. for the Waconia East Frontage Road Improvements							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Staff has reviewed the contractor pay request for the Waconia East Frontage Road Improvements and recommends payment of \$432,338.73 based on the engineering request for payment. This payment represents approximately 35% of the total approved contract for the project.							
<u>Attachments:</u>							
1. EFR Pay Request 2.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
PIR Capital, Water, Sewer, Storm Water							
Budget Information:				Planning Commission			
☒ Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			



Real People. Real Solutions.

2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

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

June 1, 2022

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

**RE: Waconia East Frontage Road Improvements
Pay Request No. 2**

Dear Mrs. Meyer:

Enclosed please find Pay Request No. 2 for work completed from 11/24/2021 through 5/25/2022 on the above referenced project. The work completed includes payment for removals, watermain and services, storm sewer, street excavation, road base construction, erosion control, and traffic control.

We have reviewed the estimate, verified the quantities, and recommend the City make payment in the amount of **\$432,338.73** to GMH Asphalt, Inc. Below is a total for the project as well as the estimated percent of work completed for each funding type.

Funding Group	Total Payment	Street	Storm	Sewer	Watermain	Sidewalk
EFR-LPP	\$280,800.83	65%	35%			
EFR-CITY	\$151,537.90	86%	0%	1%	13%	0%
Total:	\$432,338.73					

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

Respectfully Submitted,
Bolton & Menk, Inc.

Jake Saulsbury, P.E.

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

Enclosure

Pay Request No.:

EAST FRONTAGE ROAD

2



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CITY OF WACONIA

BMI PROJECT NO. C14.114915

WORK COMPLETED THROUGH WEDNESDAY, MAY 25, 2022

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
1	AS BUILT	\$3,600.00	1.00 LUMP SUM	\$3,600.00	0.00 LUMP SUM	\$0.00	0.00 LUMP SUM	\$0.00
2	MOBILIZATION	\$123,000.00	1.00 LUMP SUM	\$123,000.00	0.50 LUMP SUM	\$61,500.00	0.50 LUMP SUM	\$61,500.00
3	CLEARING	\$303.00	21.00 TREE	\$6,363.00	0.00 TREE	\$0.00	1.00 TREE	\$303.00
4	GRUBBING	\$105.00	21.00 TREE	\$2,205.00	0.00 TREE	\$0.00	14.00 TREE	\$1,470.00
5	PAVEMENT MARKING REMOVAL	\$1.58	1,081.00 LIN FT	\$1,707.98	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
6	BUILDING REMOVAL	\$3,973.00	1.00 LUMP SUM	\$3,973.00	1.00 LUMP SUM	\$3,973.00	1.00 LUMP SUM	\$3,973.00
7	REMOVE PIPE APRON	\$369.00	1.00 EACH	\$369.00	0.00 EACH	\$0.00	0.00 EACH	\$0.00
8	REMOVE BOLLARDS	\$59.55	8.00 EACH	\$476.40	0.00 EACH	\$0.00	8.00 EACH	\$476.40
9	REMOVE CASTING	\$457.00	4.00 EACH	\$1,828.00	0.00 EACH	\$0.00	0.00 EACH	\$0.00
10	REMOVE GATE VALVE & BOX	\$474.00	9.00 EACH	\$4,266.00	4.00 EACH	\$1,896.00	4.00 EACH	\$1,896.00
11	REMOVE HYDRANT	\$790.00	4.00 EACH	\$3,160.00	2.00 EACH	\$1,580.00	2.00 EACH	\$1,580.00
12	REMOVE DRAINAGE STRUCTURE	\$421.00	6.00 EACH	\$2,526.00	2.00 EACH	\$842.00	2.00 EACH	\$842.00
13	REMOVE SIGN TYPE C	\$36.85	4.00 EACH	\$147.40	0.00 EACH	\$0.00	0.00 EACH	\$0.00
14	SALVAGE CASTING	\$457.00	3.00 EACH	\$1,371.00	0.00 EACH	\$0.00	3.00 EACH	\$1,371.00
15	SALVAGE SIGN TYPE C	\$36.85	7.00 EACH	\$257.95	0.00 EACH	\$0.00	0.00 EACH	\$0.00
16	SALVAGE SIGN TYPE SPECIAL	\$79.00	7.00 EACH	\$553.00	0.00 EACH	\$0.00	0.00 EACH	\$0.00
17	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	\$2.40	727.00 LIN FT	\$1,744.80	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
18	REMOVE WATER MAIN	\$34.25	1,064.00 LIN FT	\$36,442.00	853.00 LIN FT	\$29,215.25	853.00 LIN FT	\$29,215.25
19	REMOVE SEWER PIPE (STORM)	\$31.60	484.00 LIN FT	\$15,294.40	0.00 LIN FT	\$0.00	564.00 LIN FT	\$17,822.40
20	REMOVE SEWER PIPE (SANITARY)	\$26.35	622.00 LIN FT	\$16,389.70	742.00 LIN FT	\$19,551.70	742.00 LIN FT	\$19,551.70
21	REMOVE CURB AND GUTTER	\$4.00	943.00 LIN FT	\$3,772.00	106.00 LIN FT	\$424.00	399.00 LIN FT	\$1,596.00
22	REMOVE RETAINING WALL	\$19.45	132.00 LIN FT	\$2,567.40	0.00 LIN FT	\$0.00	93.60 LIN FT	\$1,820.52
23	REMOVE FENCE	\$3.05	460.00 LIN FT	\$1,403.00	260.00 LIN FT	\$793.00	432.00 LIN FT	\$1,317.60
24	REMOVE SANITARY SERVICE PIPE	\$15.80	140.00 LIN FT	\$2,212.00	54.00 LIN FT	\$853.20	54.00 LIN FT	\$853.20
25	REMOVE WATER SERVICE PIPE	\$15.80	87.00 LIN FT	\$1,374.60	54.50 LIN FT	\$861.10	54.50 LIN FT	\$861.10
26	REMOVE BITUMINOUS PAVEMENT	\$3.50	6,202.00 SQ YD	\$21,707.00	1,837.00 SQ YD	\$6,429.50	5,778.00 SQ YD	\$20,223.00
27	REMOVE CONCRETE WALK	\$1.50	976.00 SQ FT	\$1,464.00	0.00 SQ FT	\$0.00	0.00 SQ FT	\$0.00
28	REMOVE CONCRETE DRIVEWAY PAVEMENT	\$2.75	318.00 SQ FT	\$874.50	0.00 SQ FT	\$0.00	0.00 SQ FT	\$0.00
29	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	\$0.75	5,478.00 SQ FT	\$4,108.50	0.00 SQ FT	\$0.00	1,926.00 SQ FT	\$1,444.50
30	ABANDON PIPE SEWER	\$14.20	90.00 LIN FT	\$1,278.00	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
31	GEOTEXTILE FABRIC TYPE 5	\$1.00	9,610.00 SQ YD	\$9,610.00	0.00 SQ YD	\$0.00	2,939.75 SQ YD	\$2,939.75
32	STOCKPILE CONTAMINATED SOIL	\$14.50	200.00 CU YD	\$2,900.00	0.00 CU YD	\$0.00	123.71 CU YD	\$1,793.80
33	HAUL & DISPOSE OF CONTAMINATED MATERIAL	\$75.00	200.00 CU YD	\$15,000.00	0.00 CU YD	\$0.00	123.71 CU YD	\$9,278.25
34	SELECT GRANULAR BORROW	\$6.90	3,267.00 TON	\$22,542.30	0.00 TON	\$0.00	1,368.92 TON	\$9,445.55
35	EXCAVATION - COMMON (P)	\$29.05	5,471.00 CU YD	\$158,932.55	0.00 CU YD	\$0.00	4,103.00 CU YD	\$119,192.15
36	EXCAVATION - MUCK	\$31.35	335.00 CU YD	\$10,502.25	0.00 CU YD	\$0.00	300.00 CU YD	\$9,405.00
37	EXCAVATION - SUBGRADE	\$32.90	330.00 CU YD	\$10,857.00	0.00 CU YD	\$0.00	1,143.26 CU YD	\$37,613.25
38	COMMON EMBANKMENT (CV) (P)	\$7.25	2,573.00 CU YD	\$18,654.25	0.00 CU YD	\$0.00	0.00 CU YD	\$0.00
39	STABILIZING AGGREGATE (CV)	\$42.50	660.00 CU YD	\$28,050.00	0.00 CU YD	\$0.00	1,043.66 CU YD	\$44,355.55
40	CRAWLER MOUNTED BACKHOE	\$285.00	8.00 HOUR	\$2,280.00	0.00 HOUR	\$0.00	0.00 HOUR	\$0.00
41	AGGREGATE BASE CLASS 5	\$17.00	6,734.00 TON	\$114,478.00	0.00 TON	\$0.00	0.00 TON	\$0.00
42	MILL BITUMINOUS SURFACE (2.0")	\$12.60	508.00 SQ YD	\$6,400.80	0.00 SQ YD	\$0.00	0.00 SQ YD	\$0.00
43	TYPE SP 9.5 WEARING COURSE MIX (3,C)	\$87.90	1,525.00 TON	\$134,047.50	0.00 TON	\$0.00	0.00 TON	\$0.00
44	TYPE SP 12.5 NON WEAR COURSE MIX (3,B)	\$72.65	1,728.00 TON	\$125,539.20	0.00 TON	\$0.00	0.00 TON	\$0.00
45	PIPE RAILING	\$173.00	50.00 LIN FT	\$8,650.00	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
46	PREFABRICATED MODULAR BLOCK WALL	\$60.85	4,081.00 SQ FT	\$248,328.85	0.00 SQ FT	\$0.00	0.00 SQ FT	\$0.00
47	CONCRETE RETAINING WALL	\$126.00	91.00 SQ FT	\$11,466.00	0.00 SQ FT	\$0.00	0.00 SQ FT	\$0.00
48	SPECIAL SURFACE FINISH	\$3.95	2,475.00 SQ FT	\$9,776.25	0.00 SQ FT	\$0.00	0.00 SQ FT	\$0.00
49	15" RC PIPE APRON	\$869.00	1.00 EACH	\$869.00	0.00 EACH	\$0.00	0.00 EACH	\$0.00
50	24" RC PIPE APRON	\$1,095.00	1.00 EACH	\$1,095.00	0.00 EACH	\$0.00	1.00 EACH	\$1,095.00

Pay Request No.:

EAST FRONTAGE ROAD

2



Real People. Real Solutions.

CITY OF WACONIA

BMI PROJECT NO. C14.114915

WORK COMPLETED THROUGH WEDNESDAY, MAY 25, 2022

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
51	44" SPAN RC PIPE-ARCH APRON	\$4,791.00	1.00 EACH	\$4,791.00	0.00 EACH	\$0.00	1.00 EACH	\$4,791.00
52	6" PVC PIPE DRAIN	\$32.80	7.00 LIN FT	\$229.60	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
53	4" PERF PE PIPE DRAIN	\$13.20	1,396.00 LIN FT	\$18,427.20	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
54	6" PERF PE PIPE DRAIN	\$19.40	349.00 LIN FT	\$6,770.60	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
55	CONNECT TO EXISTING PIPE DRAIN	\$83.55	3.00 EACH	\$250.65	0.00 EACH	\$0.00	9.00 EACH	\$751.95
56	4" PVC PIPE DRAIN CLEANOUT	\$212.00	6.00 EACH	\$1,272.00	0.00 EACH	\$0.00	0.00 EACH	\$0.00
57	6" PVC PIPE DRAIN CLEANOUT	\$268.00	3.00 EACH	\$804.00	0.00 EACH	\$0.00	0.00 EACH	\$0.00
58	44" SPAN RC PIPE-ARCH SEWER CL IVA	\$299.00	8.00 LIN FT	\$2,392.00	0.00 LIN FT	\$0.00	8.00 LIN FT	\$2,392.00
59	15" RC PIPE SEWER DESIGN 3006 CLASS V	\$61.35	886.00 LIN FT	\$54,356.10	0.00 LIN FT	\$0.00	685.50 LIN FT	\$42,055.43
60	24" RC PIPE SEWER DESIGN 3006 CLASS III	\$77.90	804.00 LIN FT	\$62,631.60	0.00 LIN FT	\$0.00	804.00 LIN FT	\$62,631.60
61	8" PVC PIPE SEWER	\$44.25	578.00 LIN FT	\$25,576.50	582.00 LIN FT	\$25,753.50	582.00 LIN FT	\$25,753.50
62	CONNECT TO EXISTING SANITARY SEWER	\$4,212.00	2.00 EACH	\$8,424.00	2.00 EACH	\$8,424.00	2.00 EACH	\$8,424.00
63	CONNECT TO EXISTING SANITARY SEWER SERVICE	\$476.00	4.00 EACH	\$1,904.00	2.00 EACH	\$952.00	2.00 EACH	\$952.00
64	8"x6" PVC WYE	\$766.00	4.00 EACH	\$3,064.00	2.00 EACH	\$1,532.00	2.00 EACH	\$1,532.00
65	6" PVC SANITARY SERVICE PIPE	\$41.05	166.00 LIN FT	\$6,814.30	61.50 LIN FT	\$2,524.58	61.50 LIN FT	\$2,524.58
66	TEMPORARY WATER SERVICE	\$7,898.00	1.00 LUMP SUM	\$7,898.00	1.00 LUMP SUM	\$7,898.00	1.00 LUMP SUM	\$7,898.00
67	CONNECT TO EXISTING WATER MAIN	\$839.00	3.00 EACH	\$2,517.00	3.00 EACH	\$2,517.00	3.00 EACH	\$2,517.00
68	CONNECT TO EXISTING WATER SERVICE	\$563.00	3.00 EACH	\$1,689.00	2.00 EACH	\$1,126.00	3.00 EACH	\$1,689.00
69	HYDRANT	\$5,825.00	3.00 EACH	\$17,475.00	2.00 EACH	\$11,650.00	2.00 EACH	\$11,650.00
70	ABANDON WATER SERVICE	\$790.00	1.00 EACH	\$790.00	0.00 EACH	\$0.00	0.00 EACH	\$0.00
71	1.5" CORPORATION STOP	\$702.00	3.00 EACH	\$2,106.00	2.00 EACH	\$1,404.00	2.00 EACH	\$1,404.00
72	6" GATE VALVE & BOX	\$2,195.00	9.00 EACH	\$19,755.00	2.00 EACH	\$4,390.00	2.00 EACH	\$4,390.00
73	8" GATE VALVE & BOX	\$2,598.00	4.00 EACH	\$10,392.00	4.00 EACH	\$10,392.00	4.00 EACH	\$10,392.00
74	1.5" CURB STOP & BOX	\$934.00	3.00 EACH	\$2,802.00	2.00 EACH	\$1,868.00	3.00 EACH	\$2,802.00
75	1.5" TYPE K COPPER PIPE	\$47.65	114.00 LIN FT	\$5,432.10	46.63 LIN FT	\$2,221.92	133.38 LIN FT	\$6,355.56
76	6" WATERMAIN DUCTILE IRON CL 52	\$57.70	167.00 LIN FT	\$9,635.90	57.00 LIN FT	\$3,288.90	57.00 LIN FT	\$3,288.90
77	6" PVC WATERMAIN	\$46.15	114.00 LIN FT	\$5,261.10	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
78	8" PVC WATERMAIN	\$54.50	810.00 LIN FT	\$44,145.00	739.33 LIN FT	\$40,293.49	739.33 LIN FT	\$40,293.49
79	4" POLYSTYRENE INSULATION	\$47.40	50.00 SQ YD	\$2,370.00	0.00 SQ YD	\$0.00	3.56 SQ YD	\$168.74
80	DUCTILE IRON FITTINGS	\$12.10	863.00 POUND	\$10,442.30	1,110.00 POUND	\$13,431.00	1,110.00 POUND	\$13,431.00
81	CASTING ASSEMBLY	\$826.00	28.00 EACH	\$23,128.00	0.00 EACH	\$0.00	0.00 EACH	\$0.00
82	INSTALL CASTING	\$1,335.00	3.00 EACH	\$4,005.00	0.00 EACH	\$0.00	0.00 EACH	\$0.00
83	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	\$396.00	14.50 LIN FT	\$5,742.00	0.00 LIN FT	\$0.00	4.21 LIN FT	\$1,667.16
84	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	\$337.00	107.60 LIN FT	\$36,261.20	0.00 LIN FT	\$0.00	56.55 LIN FT	\$19,057.35
85	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	\$1,612.00	7.20 LIN FT	\$11,606.40	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
86	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL	\$396.00	23.20 LIN FT	\$9,187.20	23.10 LIN FT	\$9,147.60	23.10 LIN FT	\$9,147.60
87	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 1	\$398.00	6.30 LIN FT	\$2,507.40	0.00 LIN FT	\$0.00	8.40 LIN FT	\$3,343.20
88	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 3	\$896.00	12.40 LIN FT	\$11,110.40	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
89	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 4	\$1,298.00	8.40 LIN FT	\$10,903.20	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
90	ADJUST FRAME & RING CASTING	\$921.00	1.00 EACH	\$921.00	0.00 EACH	\$0.00	0.00 EACH	\$0.00
91	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 2	\$158.00	3.00 EACH	\$474.00	0.00 EACH	\$0.00	0.00 EACH	\$0.00
92	CONNECT INTO EXISTING STORM SEWER	\$4,212.00	3.00 EACH	\$12,636.00	0.00 EACH	\$0.00	2.00 EACH	\$8,424.00
93	RANDOM RIPRAP CLASS III	\$132.00	10.50 CU YD	\$1,386.00	0.00 CU YD	\$0.00	0.00 CU YD	\$0.00
94	GRANULAR FILTER	\$331.00	9.30 CU YD	\$3,078.30	0.00 CU YD	\$0.00	0.00 CU YD	\$0.00
95	GRANULAR BEDDING SPECIAL	\$36.60	248.00 CU YD	\$9,076.80	0.00 CU YD	\$0.00	0.00 CU YD	\$0.00
96	4" CONCRETE WALK	\$5.70	8,915.00 SQ FT	\$50,815.50	0.00 SQ FT	\$0.00	0.00 SQ FT	\$0.00
97	6" CONCRETE WALK	\$19.35	403.00 SQ FT	\$7,798.05	0.00 SQ FT	\$0.00	0.00 SQ FT	\$0.00
98	CONCRETE CURB & GUTTER DESIGN B612	\$19.15	772.00 LIN FT	\$14,783.80	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
99	CONCRETE CURB & GUTTER DESIGN B618	\$18.40	1,721.00 LIN FT	\$31,666.40	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
100	CONCRETE CURB & GUTTER DESIGN B624	\$19.10	324.00 LIN FT	\$6,188.40	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
101	6" CONCRETE DRIVEWAY PAVEMENT	\$61.95	376.00 SQ YD	\$23,293.20	0.00 SQ YD	\$0.00	0.00 SQ YD	\$0.00

Pay Request No.:

EAST FRONTAGE ROAD

2



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CITY OF WACONIA

BMI PROJECT NO. C14.114915

WORK COMPLETED THROUGH WEDNESDAY, MAY 25, 2022

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
102	TRUNCATED DOMES	\$39.80	100.00	SQ FT \$3,980.00	0.00	SQ FT \$0.00	0.00	SQ FT \$0.00
103	VEHICULAR GATE-DOUBLE	\$9,551.00	1.00	EACH \$9,551.00	0.00	EACH \$0.00	0.00	EACH \$0.00
104	VEHICULAR GATE-SPECIAL	\$7,882.00	1.00	EACH \$7,882.00	0.00	EACH \$0.00	0.00	EACH \$0.00
105	FENCE DESIGN SPECIAL 1	\$141.00	394.00	LIN FT \$55,554.00	0.00	LIN FT \$0.00	0.00	LIN FT \$0.00
106	FENCE DESIGN SPECIAL 2	\$41.60	377.00	LIN FT \$15,683.20	0.00	LIN FT \$0.00	0.00	LIN FT \$0.00
107	TRAFFIC CONTROL SUPERVISOR	\$919.00	1.00	LUMP SUM \$919.00	0.25	LUMP SUM \$229.75	0.25	LUMP SUM \$229.75
108	TRAFFIC CONTROL	\$7,845.00	1.00	LUMP SUM \$7,845.00	0.25	LUMP SUM \$1,961.25	0.75	LUMP SUM \$5,883.75
109	INSTALL SIGN TYPE C	\$36.85	7.00	EACH \$257.95	0.00	EACH \$0.00	0.00	EACH \$0.00
110	SIGN PANELS TYPE C	\$36.85	35.00	SQ FT \$1,289.75	0.00	SQ FT \$0.00	0.00	SQ FT \$0.00
111	INSTALL SIGN TYPE SPECIAL	\$79.00	7.00	EACH \$553.00	0.00	EACH \$0.00	0.00	EACH \$0.00
112	DECIDUOUS TREE 2.5" CAL B&B	\$790.00	1.00	TREE \$790.00	0.00	TREE \$0.00	0.00	TREE \$0.00
113	STABILIZED CONSTRUCTION EXIT	\$2,237.00	1.00	LUMP SUM \$2,237.00	0.00	LUMP SUM \$0.00	0.00	LUMP SUM \$0.00
114	EROSION CONTROL SUPERVISOR	\$919.00	1.00	LUMP SUM \$919.00	0.25	LUMP SUM \$229.75	0.25	LUMP SUM \$229.75
115	STORM DRAIN INLET PROTECTION	\$132.00	21.00	EACH \$2,772.00	0.00	EACH \$0.00	6.00	EACH \$792.00
116	SILT FENCE, TYPE MS	\$2.21	552.00	LIN FT \$1,219.92	0.00	LIN FT \$0.00	0.00	LIN FT \$0.00
117	SEDIMENT CONTROL LOG TYPE STRAW	\$2.84	400.00	LIN FT \$1,136.00	40.00	LIN FT \$113.60	120.00	LIN FT \$340.80
118	SUBSOILING	\$316.00	0.90	ACRE \$284.40	0.00	ACRE \$0.00	0.00	ACRE \$0.00
119	SOIL BED PREPARATION	\$421.00	0.90	ACRE \$378.90	0.00	ACRE \$0.00	0.00	ACRE \$0.00
120	COMMON TOPSOIL BORROW	\$0.01	630.00	CU YD \$6.30	0.00	CU YD \$0.00	0.00	CU YD \$0.00
121	FERTILIZER TYPE 3	\$0.74	180.00	POUND \$133.20	0.00	POUND \$0.00	0.00	POUND \$0.00
122	SEEDING	\$632.00	0.90	ACRE \$568.80	0.00	ACRE \$0.00	0.00	ACRE \$0.00
123	SEED MIXTURE 25-141	\$4.10	51.00	POUND \$209.10	0.00	POUND \$0.00	0.00	POUND \$0.00
124	SEED MIXTURE 33-261	\$21.75	3.00	POUND \$65.25	0.00	POUND \$0.00	0.00	POUND \$0.00
125	ROLLED EROSION PREVENTION CATEGORY 20	\$1.37	3,771.00	SQ YD \$5,166.27	0.00	SQ YD \$0.00	0.00	SQ YD \$0.00
126	REMOVABLE PREFORMED PLASTIC MASK (BLACK)	\$2.37	574.00	LIN FT \$1,360.38	0.00	LIN FT \$0.00	0.00	LIN FT \$0.00
127	4" SOLID LINE PAINT	\$1.52	1,081.00	LIN FT \$1,643.12	0.00	LIN FT \$0.00	0.00	LIN FT \$0.00
128	4" SOLID LINE MULTI-COMPONENT	\$0.55	2,562.00	LIN FT \$1,409.10	0.00	LIN FT \$0.00	0.00	LIN FT \$0.00
129	24" SOLID LINE MULTI-COMPONENT	\$9.40	152.00	LIN FT \$1,428.80	0.00	LIN FT \$0.00	0.00	LIN FT \$0.00
130	4" DOUBLE SOLID LINE MULTI-COMPONENT (WR)	\$1.10	1,140.00	LIN FT \$1,254.00	0.00	LIN FT \$0.00	0.00	LIN FT \$0.00
131	4" SOLID LINE MULTI-COMPONENT GROUND IN (WR)	\$1.64	520.00	LIN FT \$852.80	0.00	LIN FT \$0.00	0.00	LIN FT \$0.00
132	PAVEMENT MESSAGE PREFORM THERMOPLASTIC GROUND IN E	\$24.60	30.00	SQ FT \$738.00	0.00	SQ FT \$0.00	0.00	SQ FT \$0.00
133	PAVEMENT MESSAGE MULTI-COMPONENT	\$8.40	150.00	SQ FT \$1,260.00	0.00	SQ FT \$0.00	0.00	SQ FT \$0.00
CO1	FIRE PROTECTION WATER SERVICE AND HYDRANT	\$15,180.00	1.00	LUMP SUM \$15,180.00	0.00	LUMP SUM \$0.00	1.00	LUMP SUM \$15,180.00
CO2	BUSINESS ACCESS SIGNAGE	\$8,742.41	1.00	LUMP SUM \$8,742.41	0.00	LUMP SUM \$0.00	1.00	LUMP SUM \$8,742.41
							0	0
TOTAL AMOUNT:			\$1,976,670.43		\$279,267.09		\$734,360.49	



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		June 6, 2022					
Item Name:		Contractor Pay Request #1 - Waconia 2022 Infrastructure Improvements					
Originating Department:		Finance					
Presented by:		Nicole Meyer					
Previous Council Action (if any):							
Item Type (X only one):		Consent	X	Regular Session		Discussion Session	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Approve Pay Estimate No. 1 to W.M. Mueller & Sons, Inc. for the Waconia 2022 Infrastructure Improvements							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Staff has reviewed the contractor pay request for the Waconia 2022 Infrastructure Improvements and recommends payment of \$75,337.26 based on the engineering request for payment. This payment represents approximately 2% of the total approved contract for the project.							
<u>Attachments:</u>							
1. 2022 Infrastructure Pay Request 1.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
PIR Capital, Water, Sewer, Storm Water							
Budget Information:				Planning Commission			
☒ Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			



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2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

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

June 1, 2022

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

**RE: Waconia 2022 Infrastructure Improvements
Pay Request No. 1**

Dear Mrs. Meyer:

Enclosed please find Pay Request No. 1 for work completed through 5/25/2022 on the above referenced project. The work completed includes payment for mobilization, removals, temporary water system, and traffic control.

We have reviewed the estimate, verified the quantities, and recommend the City make payment in the amount of **\$75,337.26** to W.M. Mueller & Sons, Inc. Below is a total for the project as well as the estimated percent of work completed for each funding type.

Funding Group	Total Payment	Street	Storm	Sewer	Watermain	Sidewalk
Recon	\$75,337.26	44%	3%	8%	26%	19%
Oak Ave	\$0.00					
Dunsmore	\$0.00					
TOTAL	\$75,337.26					

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

Respectfully Submitted,
Bolton & Menk, Inc.

Jake Saulsbury, P.E.

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

Enclosure

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

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DISTRIBUTION:

CONTRACTOR (1)

OWNER (1)

ENGINEER (1)

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

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	\$3,671,783.82
TOTAL, COMPLETED WORK TO DATE	\$79,302.38
TOTAL, STORED MATERIALS TO DATE	\$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS	\$79,302.38
RETAINED PERCENTAGE (5.0%)	\$3,965.12
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$75,337.26
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$0.00
PAY CONTRACTOR AS ESTIMATE NO. 1	\$75,337.26

CERTIFICATE FOR PARTIAL PAYMENT

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

Contractor:

W.M. Mueller & Sons, Inc.

831 Park Avenue

Hamburg, MN 55339

By

Cory Hoernemann

Name

PM

Title

Date 6/1/2022**CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:****ENGINEER: BOLTON & MENK, INC., 2638 SHADOW LANE, STE 200, CHASKA, MN 55318**

By

Ryan R Johnson

, CONSULTING ENGINEER

Date

6/1/2022**APPROVED FOR PAYMENT:****OWNER:**

By

Name

Title

Date

And

Name

Title

Date

Pay Request No.:

2022 INFRASTRUCTURE IMPROVEMENTS

1



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CITY OF WACONIA

BMI PROJECT NO. 0C1.124351

WORK COMPLETED THROUGH WEDNESDAY, MAY 25, 2022

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
1	MOBILIZATION	\$86,000.00	0.99 LUMP SUM	\$85,140.00	LUMP SUM	\$0.00	0.25 LUMP SUM	\$21,500.00
2	TRAFFIC CONTROL	\$7,000.00	1.00 LUMP SUM	\$7,000.00	LUMP SUM	\$0.00	0.25 LUMP SUM	\$1,750.00
3	CLEARING & GRUBBING	\$950.00	37.00 TREE	\$35,150.00	TREE	\$0.00	17.00 TREE	\$16,150.00
4	REMOVE HYDRANT	\$239.13	3.00 EACH	\$717.39	EACH	\$0.00	0.00 EACH	\$0.00
5	REMOVE DRAINAGE STRUCTURE	\$800.00	3.00 EACH	\$2,400.00	EACH	\$0.00	0.00 EACH	\$0.00
6	REMOVE SANITARY SEWER STRUCTURE	\$800.00	6.00 EACH	\$4,800.00	EACH	\$0.00	0.00 EACH	\$0.00
7	SALVAGE & INSTALL PRIVATE LIGHT POLE	\$7,000.00	2.00 EACH	\$14,000.00	EACH	\$0.00	0.00 EACH	\$0.00
8	SALVAGE & INSTALL CASTING (STORM)	\$350.00	3.00 EACH	\$1,050.00	EACH	\$0.00	0.00 EACH	\$0.00
9	SALVAGE & INSTALL CASTING (SEWER)	\$600.00	1.00 EACH	\$600.00	EACH	\$0.00	0.00 EACH	\$0.00
10	SALVAGE SIGN	\$50.00	15.00 EACH	\$750.00	EACH	\$0.00	0.00 EACH	\$0.00
11	SALVAGE DOWNTOWN WAYFINDING SIGN	\$400.00	2.00 EACH	\$800.00	EACH	\$0.00	0.00 EACH	\$0.00
12	SALVAGE & INSTALL RETAINING WALL	\$74.55	366.00 LIN FT	\$27,285.30	LIN FT	\$0.00	49.00 LIN FT	\$3,652.95
13	REMOVE WATER MAIN	\$5.00	1,823.00 LIN FT	\$9,115.00	LIN FT	\$0.00	0.00 LIN FT	\$0.00
14	REMOVE SEWER PIPE (STORM)	\$19.13	372.00 LIN FT	\$7,116.36	LIN FT	\$0.00	0.00 LIN FT	\$0.00
15	REMOVE SEWER PIPE (SANITARY)	\$2.00	2,338.00 LIN FT	\$4,676.00	LIN FT	\$0.00	0.00 LIN FT	\$0.00
16	REMOVE CURB AND GUTTER	\$4.00	5,274.00 LIN FT	\$21,096.00	LIN FT	\$0.00	1,972.00 LIN FT	\$7,888.00
17	REMOVE SUMP PUMP CONNECTION BOX	\$50.00	10.00 EACH	\$500.00	EACH	\$0.00	0.00 EACH	\$0.00
18	REMOVE DRAINTILE CLEANOUT	\$50.00	2.00 EACH	\$100.00	EACH	\$0.00	0.00 EACH	\$0.00
19	REMOVE SANITARY SERVICE PIPE	\$1.00	1,322.00 LIN FT	\$1,322.00	LIN FT	\$0.00	0.00 LIN FT	\$0.00
20	REMOVE WATER SERVICE PIPE	\$1.00	1,481.00 LIN FT	\$1,481.00	LIN FT	\$0.00	0.00 LIN FT	\$0.00
21	REMOVE CONCRETE STAIRS	\$20.00	70.00 SQ FT	\$1,400.00	SQ FT	\$0.00	14.00 SQ FT	\$280.00
22	REMOVE BITUMINOUS PAVEMENT	\$2.25	13,694.00 SQ YD	\$30,811.50	SQ YD	\$0.00	4,645.00 SQ YD	\$10,451.25
23	REMOVE CONCRETE VALLEY GUTTER	\$2.00	172.00 SQ FT	\$344.00	SQ FT	\$0.00	0.00 SQ FT	\$0.00
24	REMOVE CONCRETE WALK	\$1.00	5,221.00 SQ FT	\$5,221.00	SQ FT	\$0.00	1,500.00 SQ FT	\$1,500.00
25	REMOVE CONCRETE DRIVEWAY PAVEMENT	\$1.00	12,888.00 SQ FT	\$12,888.00	SQ FT	\$0.00	2,991.50 SQ FT	\$2,991.50
26	SALVAGE & REINSTALL PAVERS	\$28.23	127.00 SQ FT	\$3,585.21	SQ FT	\$0.00	16.00 SQ FT	\$451.68
27	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	\$1.00	1,830.00 SQ FT	\$1,830.00	SQ FT	\$0.00	587.00 SQ FT	\$587.00
28	REMOVE AGGREGATE DRIVEWAY	\$1.00	465.00 SQ FT	\$465.00	SQ FT	\$0.00	0.00 SQ FT	\$0.00
29	GEOTEXTILE FABRIC TYPE V	\$1.80	15,185.00 SQ YD	\$27,333.00	SQ YD	\$0.00	0.00 SQ YD	\$0.00
30	SELECT GRANULAR BORROW	\$13.00	9,731.00 TON	\$126,503.00	TON	\$0.00	0.00 TON	\$0.00
31	EXCAVATION - COMMON (EV) (P)	\$18.35	10,671.00 CU YD	\$195,812.85	CU YD	\$0.00	0.00 CU YD	\$0.00
32	EXCAVATION - SUBGRADE (EV)	\$24.00	1,279.00 CU YD	\$30,696.00	CU YD	\$0.00	0.00 CU YD	\$0.00
33	STABILIZING AGGREGATE - 3 INCH MINUS CRUSHED	\$22.00	2,303.00 TON	\$50,666.00	TON	\$0.00	0.00 TON	\$0.00
34	EXPLORATORY EXCAVATION	\$500.00	20.00 HOUR	\$10,000.00	HOUR	\$0.00	0.00 HOUR	\$0.00
35	AGGREGATE BASE CLASS 5	\$39.05	5,274.00 CU YD	\$205,949.70	CU YD	\$0.00	0.00 CU YD	\$0.00
36	AGGREGATE SURFACING CLASS 5 (ALLEYS)	\$55.00	18.00 TON	\$990.00	TON	\$0.00	0.00 TON	\$0.00
37	TYPE SP 9.5 WEARING COURSE MIX (3,C)	\$80.70	2,553.00 TON	\$206,027.10	TON	\$0.00	0.00 TON	\$0.00
38	TYPE SP 12.5 NON WEAR COURSE MIX (3,B)	\$76.60	2,277.00 TON	\$174,418.20	TON	\$0.00	0.00 TON	\$0.00
38A	PERVIOUS CONCRETE PAVERS	\$302.73	189.00 SQ YD	\$57,215.97	SQ YD	\$0.00	0.00 SQ YD	\$0.00
39	CONSTRUCT MODULAR BLOCK WALL	\$44.50	210.00 SQ FT	\$9,345.00	SQ FT	\$0.00	0.00 SQ FT	\$0.00
40	6" PERF HDPE PIPE DRAIN	\$18.00	134.00 LIN FT	\$2,412.00	LIN FT	\$0.00	0.00 LIN FT	\$0.00
41	4" PERF PE PIPE DRAIN	\$12.45	4,229.00 LIN FT	\$52,651.05	LIN FT	\$0.00	0.00 LIN FT	\$0.00
42	6" PERF PVC PIPE DRAIN	\$25.00	6.00 LIN FT	\$150.00	LIN FT	\$0.00	0.00 LIN FT	\$0.00
43	CONNECT TO EXISTING DRAIN TILE	\$185.00	37.00 EACH	\$6,845.00	EACH	\$0.00	0.00 EACH	\$0.00
44	SUMP PUMP SERVICE CONNECTION	\$385.00	37.00 EACH	\$14,245.00	EACH	\$0.00	0.00 EACH	\$0.00
45	4" PVC PIPE DRAIN CLEANOUT	\$290.00	14.00 EACH	\$4,060.00	EACH	\$0.00	0.00 EACH	\$0.00
46	6" PVC PIPE DRAIN CLEANOUT	\$425.00	1.00 EACH	\$425.00	EACH	\$0.00	0.00 EACH	\$0.00
47	INFILTRATION MEDIA(70% SAND/30% COMPOST)	\$250.00	2.00 CU YD	\$500.00	CU YD	\$0.00	0.00 CU YD	\$0.00
48	15" RC PIPE SEWER DESIGN 3006 CLASS V	\$82.73	2,046.00 LIN FT	\$169,265.58	LIN FT	\$0.00	0.00 LIN FT	\$0.00
49	18" RC PIPE SEWER DESIGN 3006 CLASS V	\$103.82	68.00 LIN FT	\$7,059.76	LIN FT	\$0.00	0.00 LIN FT	\$0.00

Pay Request No.:

2022 INFRASTRUCTURE IMPROVEMENTS

1



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CITY OF WACONIA

BMI PROJECT NO. 0C1.124351

WORK COMPLETED THROUGH WEDNESDAY, MAY 25, 2022

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
50	CONSTRUCT DRAINAGE STRUCTURE DESIGN 2'X3'	\$429.65	13.90 LIN FT	\$5,972.14	LIN FT	\$0.00	0.00 LIN FT	\$0.00
51	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4022	\$729.98	79.40 LIN FT	\$57,960.41	LIN FT	\$0.00	0.00 LIN FT	\$0.00
52	CONNECT TO EXISTING STORM SEWER	\$1,434.16	3.00 EACH	\$4,302.48	EACH	\$0.00	0.00 EACH	\$0.00
53	CONNECT TO EXISTING STORM STRUCTURE	\$1,913.04	5.00 EACH	\$9,565.20	EACH	\$0.00	0.00 EACH	\$0.00
54	BULKHEAD EXISTING STORM INVERT	\$286.98	1.00 EACH	\$286.98	EACH	\$0.00	0.00 EACH	\$0.00
55	CASTING ASSEMBLY (STORM)	\$875.00	21.00 EACH	\$18,375.00	EACH	\$0.00	0.00 EACH	\$0.00
56	TEMPORARY SANITARY SEWER BYPASS PUMPING	\$0.01	1.00 LUMP SUM	\$0.01	LUMP SUM	\$0.00	0.00 LUMP SUM	\$0.00
57	8" PVC PIPE SEWER	\$59.25	2,374.00 LIN FT	\$140,659.50	LIN FT	\$0.00	0.00 LIN FT	\$0.00
58	CONNECT TO EXISTING SANITARY SEWER	\$1,398.46	5.00 EACH	\$6,992.30	EACH	\$0.00	0.00 EACH	\$0.00
59	CONNECT TO EXISTING SANITARY SEWER SERVICE	\$206.55	37.00 EACH	\$7,642.35	EACH	\$0.00	0.00 EACH	\$0.00
60	8"X6" PVC WYE	\$499.40	37.00 EACH	\$18,477.80	EACH	\$0.00	0.00 EACH	\$0.00
61	6" PVC SANITARY SERVICE PIPE	\$39.77	1,322.00 LIN FT	\$52,575.94	LIN FT	\$0.00	0.00 LIN FT	\$0.00
62	CONSTRUCT SANITARY SEWER MANHOLE (48")	\$409.55	74.30 LIN FT	\$30,429.57	LIN FT	\$0.00	0.00 LIN FT	\$0.00
63	EXTERNAL CHIMNEY SEAL	\$290.00	7.00 EACH	\$2,030.00	EACH	\$0.00	0.00 EACH	\$0.00
64	ADD EXTERNAL CHIMNEY SEAL TO EXISTING MANHOLE	\$685.00	1.00 EACH	\$685.00	EACH	\$0.00	0.00 EACH	\$0.00
65	CASTING ASSEMBLY (SANITARY)	\$945.00	6.00 EACH	\$5,670.00	EACH	\$0.00	0.00 EACH	\$0.00
66	INSTALL CASTING	\$500.00	4.00 EACH	\$2,000.00	EACH	\$0.00	0.00 EACH	\$0.00
67	ADJUST FRAME & RING CASTING	\$500.00	3.00 EACH	\$1,500.00	EACH	\$0.00	0.00 EACH	\$0.00
68	TEMPORARY WATER SERVICE	\$36,666.67	1.00 LUMP SUM	\$36,666.67	LUMP SUM	\$0.00	0.33 LUMP SUM	\$12,100.00
69	CONNECT TO EXISTING WATER MAIN	\$2,237.01	9.00 EACH	\$20,133.09	EACH	\$0.00	0.00 EACH	\$0.00
70	CONNECT TO EXISTING WATER SERVICE	\$298.80	37.00 EACH	\$11,055.60	EACH	\$0.00	0.00 EACH	\$0.00
71	HYDRANT	\$5,802.51	6.00 EACH	\$34,815.06	EACH	\$0.00	0.00 EACH	\$0.00
72	1.0" CORPORATION STOP	\$382.37	37.00 EACH	\$14,147.69	EACH	\$0.00	0.00 EACH	\$0.00
73	6" GATE VALVE & BOX	\$2,364.85	6.00 EACH	\$14,189.10	EACH	\$0.00	0.00 EACH	\$0.00
74	8" GATE VALVE & BOX	\$3,130.21	12.00 EACH	\$37,562.52	EACH	\$0.00	0.00 EACH	\$0.00
75	1.0" CURB STOP & BOX	\$570.47	37.00 EACH	\$21,107.39	EACH	\$0.00	0.00 EACH	\$0.00
76	CASTING ASSEMBLY - CURB STOP	\$435.49	8.00 EACH	\$3,483.92	EACH	\$0.00	0.00 EACH	\$0.00
77	1.0" TYPE K COPPER PIPE	\$39.24	1,178.00 LIN FT	\$46,224.72	LIN FT	\$0.00	0.00 LIN FT	\$0.00
78	6" WATERMAIN DUCTILE IRON CL 52	\$80.43	129.00 LIN FT	\$10,375.47	LIN FT	\$0.00	0.00 LIN FT	\$0.00
79	8" PVC WATERMAIN	\$61.75	2,533.00 LIN FT	\$156,412.75	LIN FT	\$0.00	0.00 LIN FT	\$0.00
80	4" POLYSTYRENE INSULATION	\$41.44	20.00 SQ YD	\$828.80	SQ YD	\$0.00	0.00 SQ YD	\$0.00
81	DUCTILE IRON FITTINGS	\$14.70	2,142.00 POUND	\$31,487.40	POUND	\$0.00	0.00 POUND	\$0.00
82	TRACER WIRE ACCESS BOX	\$309.19	4.00 EACH	\$1,236.76	EACH	\$0.00	0.00 EACH	\$0.00
83	CATHODIC PROTECTION TEST STATION	\$391.97	1.00 EACH	\$391.97	EACH	\$0.00	0.00 EACH	\$0.00
84	3LB ANODE	\$93.45	10.00 EACH	\$934.50	EACH	\$0.00	0.00 EACH	\$0.00
85	9LB ANODE	\$205.94	7.00 EACH	\$1,441.58	EACH	\$0.00	0.00 EACH	\$0.00
86	17LB ANODE	\$357.35	1.00 EACH	\$357.35	EACH	\$0.00	0.00 EACH	\$0.00
87	EXPORT UNSUITABLE TRENCH EXC. MATERIAL (EV)	\$15.40	1,874.00 CU YD	\$28,859.60	CU YD	\$0.00	0.00 CU YD	\$0.00
88	GRANULAR BORROW FOR TRENCH BACKFILL (CV)	\$14.40	1,874.00 CU YD	\$26,985.60	CU YD	\$0.00	0.00 CU YD	\$0.00
89	4" CONCRETE WALK(W/6" AGG. BASE CL 5)	\$6.00	12,062.00 SQ FT	\$72,372.00	SQ FT	\$0.00	0.00 SQ FT	\$0.00
90	6" CONCRETE WALK(W/6" AGG. BASE CL 5)	\$13.50	752.00 SQ FT	\$10,152.00	SQ FT	\$0.00	0.00 SQ FT	\$0.00
91	CONCRETE CURB & GUTTER DESIGN B618	\$15.25	5,455.00 LIN FT	\$83,188.75	LIN FT	\$0.00	0.00 LIN FT	\$0.00
92	CONCRETE VALLEY GUTTER	\$9.25	250.00 SQ FT	\$2,312.50	SQ FT	\$0.00	0.00 SQ FT	\$0.00
93	6" CONCRETE DRIVEWAY PAVEMENT(W/6" AGG. BASE CL 5)	\$6.55	13,365.00 SQ FT	\$87,540.75	SQ FT	\$0.00	0.00 SQ FT	\$0.00
94	CONCRETE STAIRS	\$100.00	70.00 SQ FT	\$7,000.00	SQ FT	\$0.00	0.00 SQ FT	\$0.00
95	3" BIT DRIVEWAY PAVEMENT(W/6" AGG. BASE CL 5)	\$3.95	2,100.00 SQ FT	\$8,295.00	SQ FT	\$0.00	0.00 SQ FT	\$0.00
96	TRUNCATED DOMES	\$55.00	182.00 SQ FT	\$10,010.00	SQ FT	\$0.00	0.00 SQ FT	\$0.00
97	DECIDUOUS TREE 2.5" CAL B&B	\$737.00	37.00 TREE	\$27,269.00	TREE	\$0.00	0.00 TREE	\$0.00
98	STABILIZED CONSTRUCTION EXIT	\$1,600.00	1.00 LUMP SUM	\$1,600.00	LUMP SUM	\$0.00	0.00 LUMP SUM	\$0.00
99	EROSION CONTROL SUPERVISOR	\$2,500.00	1.00 LUMP SUM	\$2,500.00	LUMP SUM	\$0.00	0.00 LUMP SUM	\$0.00
100	STORM DRAIN INLET PROTECTION	\$100.00	29.00 EACH	\$2,900.00	EACH	\$0.00	0.00 EACH	\$0.00

Pay Request No.:

1

2022 INFRASTRUCTURE IMPROVEMENTS



CITY OF WACONIA

BMI PROJECT NO. 0C1.124351

WORK COMPLETED THROUGH WEDNESDAY, MAY 25, 2022

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

Pay Request No.:

2022 INFRASTRUCTURE IMPROVEMENTS

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CITY OF WACONIA

BMI PROJECT NO. 0C1.124351

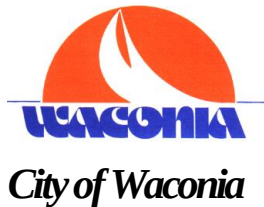
WORK COMPLETED THROUGH WEDNESDAY, MAY 25, 2022

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			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
152	CROSS WALK PAVEMENT MARKING	\$2.50	936.00 SQ FT	\$2,340.00	SQ FT	\$0.00	0.00 SQ FT	\$0.00
153	REMOVE CURB AND GUTTER	\$6.25	1,670.00 LIN FT	\$10,437.50	LIN FT	\$0.00	0.00 LIN FT	\$0.00
154	REMOVE CONCRETE DRIVEWAY PAVEMENT	\$1.20	2,327.00 SQ FT	\$2,792.40	SQ FT	\$0.00	0.00 SQ FT	\$0.00
155	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	\$1.20	1,934.00 SQ FT	\$2,320.80	SQ FT	\$0.00	0.00 SQ FT	\$0.00
156	REMOVE AGGREGATE DRIVEWAY	\$1.20	122.00 SQ FT	\$146.40	SQ FT	\$0.00	0.00 SQ FT	\$0.00
157	SALVAGE & INSTALL RETAINING WALL	\$99.55	15.00 LIN FT	\$1,493.25	LIN FT	\$0.00	0.00 LIN FT	\$0.00
158	ADJUST FRAME & RING CASTING(STORM)	\$880.00	2.00 EACH	\$1,760.00	EACH	\$0.00	0.00 EACH	\$0.00
159	ADJUST FRAME & RING CASTING(SANITARY)	\$1,155.00	6.00 EACH	\$6,930.00	EACH	\$0.00	0.00 EACH	\$0.00
160	ADD EXTERNAL CHMINEY SEAL TO EXISTING MANHOLE	\$925.00	6.00 EACH	\$5,550.00	EACH	\$0.00	0.00 EACH	\$0.00
161	CONSTRUCT DRAINAGE STRUCTURE DESIGN 2'X3'	\$426.83	6.90 LIN FT	\$2,945.13	LIN FT	\$0.00	0.00 LIN FT	\$0.00
162	CASTING ASSEMBLY	\$239.13	2.00 EACH	\$478.26	EACH	\$0.00	0.00 EACH	\$0.00
163	CONNECT TO EXISTING STORM STRUCTURE	\$1,913.04	1.00 EACH	\$1,913.04	EACH	\$0.00	0.00 EACH	\$0.00
164	15" RC PIPE SEWER DESIGN 3006 CLASS V	\$86.73	212.00 LIN FT	\$18,386.76	LIN FT	\$0.00	0.00 LIN FT	\$0.00
165	CONCRETE CURB & GUTTER DESIGN SURMOUNTABLE	\$16.25	1,670.00 LIN FT	\$27,137.50	LIN FT	\$0.00	0.00 LIN FT	\$0.00
166	EXCAVATION - COMMOM (P)	\$32.00	331.00 CU YD	\$10,592.00	CU YD	\$0.00	0.00 CU YD	\$0.00
167	TYPE SP 9.5 WEARING COURSE MIX (3,C)	\$89.00	263.00 TON	\$23,407.00	TON	\$0.00	0.00 TON	\$0.00
168	TYPE SP 12.5 NON WEAR COURSE MIX (3,B)	\$79.00	525.00 TON	\$41,475.00	TON	\$0.00	0.00 TON	\$0.00
169	6" CONCRETE DRIVEWAY PVMT(W/6" AGG. BASE CL 5)	\$8.00	2,313.00 SQ FT	\$18,504.00	SQ FT	\$0.00	0.00 SQ FT	\$0.00
170	3" BIT DRIVEWAY PAVEMENT(W/6" AGG. BASE CL 5)	\$3.95	1,812.00 SQ FT	\$7,157.40	SQ FT	\$0.00	0.00 SQ FT	\$0.00
171	AGGREGATE SURFACING CLASS 5	\$60.00	8.00 TON	\$480.00	TON	\$0.00	0.00 TON	\$0.00
172	BIOLOG	\$2.30	50.00 LIN FT	\$115.00	LIN FT	\$0.00	0.00 LIN FT	\$0.00
173	STORM DRAIN INLET PROTECTION	\$100.00	9.00 EACH	\$900.00	EACH	\$0.00	0.00 EACH	\$0.00
174	COMMON TOPSOIL BORROW	\$31.00	206.00 CU YD	\$6,386.00	CU YD	\$0.00	0.00 CU YD	\$0.00
175	SODDING TYPE LAWN	\$9.00	1,211.00 SQ YD	\$10,899.00	SQ YD	\$0.00	0.00 SQ YD	\$0.00
176	LANDSCAPING	\$5,000.00	1.00 ALLOWANCE	\$5,000.00	ALLOWANCE	\$0.00	0.00 ALLOWANCE	\$0.00
177	IRRIGATION & DOG FENCE REPAIR	\$3,000.00	1.00 ALLOWANCE	\$3,000.00	ALLOWANCE	\$0.00	0.00 ALLOWANCE	\$0.00
							0	0
	TOTAL AMOUNT:		\$3,671,783.83		\$0.00		\$79,302.38	



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		June 6, 2022					
Item Name:		Authorize Recruitment of Park Maintenance Worker					
Originating Department:		Administration					
Presented by:		Jackie Schulze					
Previous Council Action (if any):		December 20, 2021 - Adopt 2022 Budget					
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 Authorize Recruitment of Park Maintenance Worker							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The 2022 budget that was adopted in December of 2021 included the addition of a Park Maintenance Worker beginning in the summer of 2022. With the increasing trail and park additions over the recent years, the Parks Department continues to be stressed with completing all necessary maintenance activities in a timely manner. Adding this full-time position will help the City meet the community demands. The goal would be to have someone start in this position by the end of July. The approved pay scale for this position is below:							
Maintenance Worker - Parks	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	\$27.52	\$28.33	\$29.14	\$29.95	\$30.76	\$31.57	\$32.38
Attachments: 1. Jobs Parks Maintenance Worker Job Description FINAL.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:				Personnel Committee - Recommend			
Budget Information:				Planning Commission			
☒ Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			



Administrative Offices
109 South Elm Street
Waconia, MN 55387
Phone: (952) 442-2184
FAX: (952) 442-2135
www.waconia.org

Public Services
310 10th
Waconia, MN 55387
(952) 442-2615
(952) 442-4963

Parks & Recreation
201 South Vine Street
Waconia, MN 55387
(952) 442-0695
(952) 442-0692

JOB DESCRIPTION

Parks Maintenance Worker
Job Title

Parks and Recreation
Department

January 2019
Date

Non-Exempt
Status

Public Services Director
Title of Immediate Supervisor

F/T, 40 hours per week
FT/PT Hours per Week

Supervision Exercised: Part Time/Seasonal Parks Maintenance Staff

PRIMARY OBJECTIVES:

Under the direct supervision of the Public Services Director, provide on-site supervision and maintenance of the City of Waconia's park grounds, facilities, playground equipment, athletic fields and trails.

Assist Public Services Director in development plans for annual usage patterns and growth of park facilities.

Oversee Part Time/Seasonal Parks Maintenance Staff as deemed necessary.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Perform park maintenance tasks appropriate to the season (i.e., maintain turf, Landscaping, flood ice rinks, open/close park buildings, mowing, tree trimming/pruning, parking lot maintenance, washing vehicles, etc.)
- Use basic building trade skills to complete electrical, mechanical, carpentry and plumbing repairs and minor construction in parks.
- Perform building maintenance including painting and basic carpentry, welding and plumbing; maintain lawns and grounds including mowing and trimming.
- Complete daily inspections, routine maintenance and servicing of parks, storm water best management practices and equipment.
- Complete and maintain necessary records such as inspection reports, material use reports and other documents as required by OSHA, state and federal guidelines.
- Inspect and diagnose turf, plants and trees for pests and disease and select appropriate treatment including, but not limited to, the use of herbicides. Conduct general tree maintenance including, but not limited to, pruning and planting.
- Work with Public Services Director to develop long term plan for parks and equipment.
- Perform general building cleaning such as windows, sanitize restrooms, clean floors, garbage disposal and similar tasks.

- May train, supervise and give work direction to seasonal employees in the completion of park maintenance tasks.
- May be required to assist with other tasks in the parks and recreation department as deemed necessary by the Public Services Director*.
- Operate motorized equipment such as mowers, pickup and dump trucks, pick up truck-mounted plows, front-end loaders, backhoes, bituminous packer and similar equipment.
- Assure that self and others are equipped with proper safety apparel and equipment to be in compliance with safety standards.
- Purchase routine chemicals, equipment and supplies; obtain appropriate approvals for routine and non-routine items.
- Assist Street Department when needed. Typical duties included, but are not limited to, snowplowing and ice removal, blacktopping operations, and catch basin maintenance.
- Remove snow from streets, alleys, sidewalks, trails, intersections, catch basins, municipal parking lots and around city buildings; apply gravel and/or salt to streets and walkways.
- Work cooperatively with other departments and public as needed to complete assigned tasks. Coordinate use of equipment with Public Works Director.
- Assist in locating, capturing and transporting of stray animals as needed.

ESSENTIAL KNOWLEDGE SKILLS AND ABILITIES:

- Knowledge of tools, methods, operations and materials used in parks maintenance operations.
- Knowledge of the occupational hazards and safety precautions necessary to perform maintenance work within city's park system.
- Knowledge of federal and state laws, municipal ordinances, and regulatory requirements for the city's parks.
- Knowledge of traffic laws as applied to operating department vehicles and equipment.
- Ability to operate equipment to maintain and repair park property, trails and walkways, haul material, remove snow, clean trails/walkways, trim and remove trees, spray for weeds, mow grass and apply salt/sand to city walkways/trails.
- Ability to read and interpret technical manuals to determine solutions to a variety of operational and maintenance problems.
- Ability to visually analyze repair and maintenance problems and determine appropriate solutions.
- Ability to recognize and use proper safety equipment when performing maintenance duties.

- Ability to communicate effectively by telephone, radio or in-person with other City employees, and the general public.
- Ability to write simple correspondence with the ability to effectively present information to supervisors, subordinates, government agencies, contractors, and the general public.
- Ability to work with vendors.
- Ability to follow oral and written instructions.
- Ability to perform mathematical calculations.
- Ability to work independently with minimal supervision.
- Ability to work outside year around, which may include during inclement weather conditions.
- Ability to maintain effective working relationships at all levels of the organization.
- Attend training and job related seminars to enhance the individual's skills and abilities.
- Perform essential functions of the position during scheduled working hours.
- Normal working hours: Monday – Friday, 7:00 a.m. – 3:30 p.m. Ability to work extended hours, weekends, holidays, be on-call and respond to calls during non-working hours as required.
- Ability to attend work punctually and regularly.

OTHER DUTIES AND RESPONSIBILITIES:

- May occasionally be required to provide maintenance and repair assistance to streets, alleys, water, sanitary sewer and storm sewer.
- Perform other duties and assume responsibilities as apparent or assigned.

MINIMUM QUALIFICATIONS, EDUCATION AND/OR EXPERIENCE:

- High School diploma or general education degree (G.E.D.)
- Two (2) years of progressively responsible experience in maintenance of parks and parks facilities.
- Ability to speak, read, write and comprehend the English language.
- Ability to socially, physically and mentally perform all essential functions under the working conditions as described herein.
- Must successfully perform aptitude testing covering areas outlined in job description.
- Must successfully complete a criminal background check.
- Must successfully pass and comply with DOT drug and alcohol testing regulations.

- This position requires response to work outside of normal working hours, including evenings, holidays and/or weekends.
- All new hires and/or appointments require that they are subject to the Personnel Policy 250.03 & 250.04. This position is considered as "Non-Exempt" status.
- Hold or obtain a Class A CDL with Airbrake and Tanker endorsements within one year of hire.
- Ability to obtain and maintain Herbicide and Tree Inspector's Certifications.

REQUIRED CERTIFICATES, LICENSES AND REGISTRATIONS:

- Must possess and maintain a valid Minnesota Class D Driver's License.
- Must possess or be able to attain within six (6) months of hire, Minnesota Class A Driver's License with tanker endorsement.
- Must possess or be able to obtain within two (2) years, a Non-commercial Pesticide Applicators License (turf, ornamental), and MN Tree Inspector Certification.

DESIRED QUALIFICATIONS:

- National Playground Safety certification or ability to acquire within six months of hire.
- Working knowledge of Word, Excel, Access and Power Point.
- Familiarity with City of Waconia's parks and trails.
- Small and heavy equipment operation experience.

PHYSICAL DEMANDS:

- The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of this position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- Ability to perform physical labor requiring continual use of large motor skills, standing, walking, or sitting for long periods, and frequent bending, stooping, shoveling, twisting, turning, pushing, pulling, crouching, stretching and reaching to perform the work.
- Ability to perform physical labor requiring continual and repetitive use of fine motor skills and manual dexterity, use hands to finger, handle or feel objects, tools, or controls; and reach with hands and arms.
- Ability to hear, see, taste, touch and smell. Specific vision abilities required by this position include close vision, distance vision, peripheral vision, night vision, color differentiation and depth perception as it relates to performing the essential functions of this position.
- Ability to frequently lift and/or move up to 100 pounds for tasks such as folding tables, desk furniture, supply boxes, carry equipment and empty trash cans.
- Ability to operate heavy and light equipment to remove snow. Ability to see and use depth perception when plowing streets at night or other non-daylight hours.

WORK ENVIRONMENT:

The work environment characteristics described herein are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential tasks.

While performing the duties of this job, the employee will be required to use personal protective equipment to safely work with and around hazardous chemicals, strong fumes, and electric shock, work around noise and vibration generated from equipment and blowers, work hours outside of a normal workday, and work outside year around and under all weather conditions. The employee may regularly be required to work on steep slopes and to work from ladders of different heights not exceeding 10 feet.

The employee will promote the use of the parks and facilities in the City of Waconia.

NON-DISCRIMINATION POLICY:

The City of Waconia will not discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, national origin, sex, disability, age, marital status, sexual orientation or status with regard to public assistance.

(These examples are intended only as illustrations of various types of work performed and are not necessarily all-inclusive. The job description is subject to change as the needs of the employer and requirements of the job change. The City of Waconia reserves the right to change and/or eliminate any and all job duties if needed. This position is subject to drug and alcohol testing.)



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		June 6, 2022					
Item Name:		Donation Acceptance & Pass Thru - Cash Donation for Fire Safety & Prevention Efforts					
Originating Department:		Finance					
Presented by:		Nicole Meyer					
Previous Council Action (if any):							
Item Type (X only one):	Consent	X	Regular Session		Discussion Session		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution 2022-150, Accepting Cash Donations for Fire Safety and Prevention Efforts and Approving Pass Thru to the National Fire Safety Council							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The City of Waconia received several cash donations for fire safety and prevention efforts. The following parties donated to the City's fire department for these efforts: Gopher Medical - \$600.00 With the Council's acceptance of these donations, staff will recognize the donation as revenue in the fire department's 2022 budget. The City works with the National Fire Safety Council for fire prevention materials and information. The donations received will be passed thru to them so they can assist the department in future efforts. <u>Attachments:</u> 1. 22150res_Donations_Received_Fire_06.06.22_National_Fire_Safety.doc							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses: General Fund - Fire (101)							
Budget Information:				Planning Commission			
_____ Budgeted				Parks and Recreation Board			
X _____ Non Budgeted				Safari Island Advisory Board			
_____ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2022-150**

**RESOLUTION ACCEPTING CASH DONATIONS FOR FIRE SAFETY AND PREVENTION
EFFORTS AND APPROVING PASS THRU TO THE NATIONAL FIRE SAFETY COUNCIL**

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>
Gopher Medical	Cash Donation for Fire Safety/Prevention	\$600.00

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, donations will be passed thru to the National Fire Safety Council for their efforts in providing the City with fire safety and prevention materials; and

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

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

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

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

Kent Bloudek, Mayor

ATTEST: _____
Shane Fineran, City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		June 6, 2022					
Item Name:		Donation Acceptance - Cash Donations for Operations of the Fire Department					
Originating Department:		Finance					
Presented by:		Nicole Meyer					
Previous Council Action (if any):							
Item Type (X only one):	Consent	☒ X	Regular Session	☐	Discussion Session	☐	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution 2022-151, Accepting Cash Donations for Operations of the Fire Department							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The City received the following donations for operations of the fire department. Dale & Glennys Hilk - \$25.00 With the Council's acceptance of the donation, staff will recognize the donation as revenue in the fire department's 2022 budget. Attachments: 1. 22151res_Donations_Received_Fire_06.06.22.doc							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
General Fund - Fire (101)							
Budget Information:				Planning Commission			
☐ Budgeted				Parks and Recreation Board			
☒ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2022-151**

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

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

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

<u>Name of Donor</u>	<u>Item</u>	<u>Value</u>
Dale & Glennys Hilk	Cash	\$25.00

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

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

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

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

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

Kent Bloudek, Mayor

ATTEST: _____
Shane Fineran, City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		June 6, 2022					
Item Name:		Donation Acceptance - Cash Donations for Adaptive Playground Equipment					
Originating Department:		Finance					
Presented by:		Nicole Meyer					
Previous Council Action (if any):		Motion Designating the City as a Fiscal Host for Donations for Playground Equipment - Approved April 3, 2017					
Item Type (X only one):	Consent	☒	X	Regular Session	☐	Discussion Session	☐
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution 2022-152, 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. City Hall Pennies for the Playground - \$75.25 Susan & Ronald Dressel - In Memory of Faith Dressel - \$100.00 Mary Ellen Timmers - In Memory of Faith Dressel - \$15.00 Joan Baert-Demaraais & Lee Demaraais - In Memory of Faith Dressel - \$40.00 Marvin & Joann Rademacher - In Memory of Faith Dressel - \$50.00 Teresa Vetsch - In Memory of Faith Dressel - \$10.00 Jean Jacobs - In Memory of Faith Dressel - \$100.00 Waconia VFW Auxiliary Post 5462 - \$200.00 To date, the City has received \$275,201.99 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, 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. 22152res Donations_Received_Donations_for_Playground_06.06.22_Res.doc							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses: PIR Capital Project Fund							
Budget Information:				Planning Commission			
☒ Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2022-152**

**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>
City Hall Pennies for the Playground	Cash	\$75.25
Susan & Ronald Dressel	Cash	\$100.00
Mary Ellen Timmers	Cash	\$15.00
Joan Baert-Demaraïs & Lee Demaraïs	Cash	\$40.00
Marvin & Joann Rademacher	Cash	\$50.00
Teresa Vetsch	Cash	\$10.00
Jean Jacobs	Cash	\$100.00
Waconia VFW Auxiliary Post 5462	Cash	\$200.00

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

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

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

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

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

Kent Bloudek, Mayor

ATTEST: _____
Shane Fineran, City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		June 6, 2022					
Item Name:		Staffing & Organizational Study					
Originating Department:		Administration					
Presented by:		Shane Fineran					
Previous Council Action (if any):							
Item Type (X only one):	Consent	X	Regular Session		Discussion Session		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution 2022-153, Approving Staffing and Organizational Study							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
In the 2022 budget the completion of a staffing/organizational study was accounted for. Also as identified in the recent strategic planning work one of the priorities is having a stable, capable workforce in which outcomes related to having adequate organizational capacity to meet service demands and ensuring staff have adequate capabilities are desired. The agreed upon strategic initiatives tied to this priority and outcomes is the completion of an organizational study. Staff also see this effort as appropriate planning for its largest asset, its workforce. The city has well developed capital investment planning for infrastructure and fleet, as well as for the future growth development through its comprehensive plan, but does not have similar planning tools related to its workforce or staffing to meet today and tomorrow's challenges. This effort will be helpful in ensuring that our current workforce model is appropriately aligned to meet our current state of business and begin to help the organization and City Council understand and plan for future workforce changes as the community and organization grows. Staff had solicited proposals from two consultant groups to discuss the scope of work and desired outcomes from such a study. The two firms, Baker Tilly and Rapp Consulting have completed these studies and analysis before in the public sector and are qualified for such an undertaking for the City of Waconia. The proposals have been reviewed by the Personnel Committee. The recommendation is to engage with Rapp Consulting for this effort, led by Craig Rapp. Mr. Rapp assisted the city in completing the recent strategic planning effort and also assisted the city with its last staffing analysis more than fifteen years ago. The fee for this effort is \$24,550.00 and includes travel and incidental expenses. If approved a timeline for completion is 75 days.							
Attachments:							
1. 22153res_Approving_staffing_org_study.doc 2. Rapp Proposal.pdf 3. Baker Tilly Proposal.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:				Personnel Committee			
General Fund							
Budget Information:				Planning Commission			
_____ Budgeted				Parks and Recreation Board			
_____ Non Budgeted				Safari Island Advisory Board			
_____ X Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2022-153**

RESOLUTION APPROVING STAFFING AND ORGANIZATIONAL STUDY

WHEREAS, the City has set a a strategic priority as a stable, capable workforce; and

WHEREAS, desired outcomes include adequate organizational capacity to meet service demands and ensuring staff have adequate capabilities; and

WHEREAS, a strategic initiative set to meet this priority and outcomes include conducting an organizational study; and

WHEREAS, staff have solicited proposals to conduct a staffing and organizational study from qualified consultants; and

WHEREAS, the proposal submitted by Rapp Consulting is deemed acceptable; and

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby approves the proposal submitted by Rapp Consulting to conduct an organizational and staffing study in the amount of \$24,550.00.

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

Kent Bloudek, Mayor

Attest: _____
Shane Fineran, City Administrator

Proposal to conduct an organizational analysis





RAPP CONSULTING GROUP

January 28, 2022

Shane Fineran
City Administrator
City of Waconia
600 Rice Street East
Waconia, MN 55391

RE: Proposal to conduct an organizational analysis

Dear Shane,

Based upon our recent conversation regarding your need for an organizational analysis of the operating departments in the of the City of Waconia, I am pleased to provide the attached proposal.

Our project team has extensive experience in all areas of municipal operations, organizational restructuring, and alternative service delivery. We pride ourselves on delivering actionable solutions to our clients, and serving as an objective, trusted advisor on a wide range of organizational issues. I will manage and lead the project, but each of our consultants has decades of direct experience working in and consulting with local governments. Relevant to Waconia, the consulting team previously conducted a similar analysis approximately fifteen years ago.

We will provide the City with the proven expertise to meet your expectations.

Thank you for this opportunity to assist the City of Waconia.

Craig R. Rapp
President

Proposal

The following describes the process that will be used for the organizational analysis. Based upon our understanding, the City is seeking a detailed review of the organizational structure and staff capabilities and capacity in the City's operating departments, with the following questions in mind:

1. What are options for aligning and deploying resources of the departments that best support the goals of the city and provide efficient and effective operations? What are barriers to change?
2. What are the capabilities of current staff to produce desired results? What are the gaps? What are the most effective measures the City can take to address current and long-term needs?
3. Alternative service delivery– are there new ways of delivering service that should be considered for restructuring or redeploying assets?
4. What are leading practices in organizational design? Do the latest concepts provide useful models for Waconia?

Project Approach

- I. Project overview with City Administrator. The first step in the process will be a project team meeting with the City Administrator to confirm and clarify as necessary, the desired outcomes, discuss any unique issues to be addressed and align expectations. This meeting will also be used to determine project schedules and finalize communications and mobilization issues.
 - a. Meeting with City Administrator.
- II. Review of department and enterprise documents, including relevant work plans. A review of relevant documents at both the department and enterprise-wide level including, but not limited to: organizational charts, administrative and operating policies, budgets, strategic plans, capital and asset management plans, and human resource documents such as labor agreements.

The purpose of this review will be to familiarize the team with (1) the current operational structure, resource allocation and deployment, (2) the current challenges and objectives within the departments, and (3) structure and alignment issues within organization.

- a. Review and analysis of background materials.
- b. Clarifying discussions with key department staff, including City Administrator, and project manager, as appropriate.

- III. Conduct interviews and review of operations. The project team will conduct on-site interviews with the Department Heads (interims and contract) and supervisors/managers. The purpose of the interviews is to gain an understanding of both the management of the operations and the deployment of resources. The interviews will provide broad insights into the capabilities of the incumbents being interviewed.

In addition to the interviews, a review of department operations will occur. This will be conducted at a general level, but in sufficient detail to gain an understanding of management philosophy and how services are delivered. This will include interviews with any partner agencies and other service providers as appropriate-in order to understand the operational

context for shared service delivery. The interviews and operational reviews will be consolidated to the extent possible to maximize impact and to best utilize staff availability.

- a. Conduct interviews
 - b. Develop gap analysis
 - c. Review operations
 - d. Prepare key staff capabilities assessment
 - e. Prepare summary analysis
- IV. Conduct facilitated discussions with employee groups. Facilitated group discussions and interviews will be held with employees from each department and/or interdisciplinary groups. The purpose of these meetings is to gain an understanding of the organizational culture and to uncover any issues that would be impediments to proposed organizational changes.
- a. Conduct employee sessions
 - b. Prepare summary analysis
- V. Analyze current department and organizational structure. A review and analysis of the current organizational structure will be conducted. This review will focus on strategic alignment, spans of control, effectiveness of operations and decision-making. This analysis will yield a set of recommendations regarding resource use and deployment as well as implementation strategies.
- a. Synthesis of interviews and operations reviews
 - b. Draft analysis
 - c. Development of optional approaches/ organizational structures
 - d. Develop organizational charts corresponding to options
- VI. Prepare and present draft analysis. A draft analysis, synthesizing all the previous elements will be presented to the City Administrator for review. This will enable the team to adjust any miscommunications or misunderstandings that may have developed during the process.
- a. Draft preliminary analysis
 - b. Transmit to City Administrator
- VII. Present Final Report. A final report will be presented to the City Administrator summarizing the analysis, including reviews of the organizational alignment and effective use of resources. This includes a presentation of the final report to the City Council- as desired and directed by the City Administrator.
- a. Consolidate findings and analyses
 - b. Incorporate comment from draft analysis
 - c. Present summary report
 - d. Presentation to City Council (if desired)

Projected Schedule- Timeline for Delivery

The project will begin immediately upon approval of an agreement between the parties. The estimated time to complete the analysis and deliver a final report is 75 days. This estimate is subject to receiving timely access to requested documents and the scheduling of interviews within reasonable time parameters.

Proposed Fee

The fee for the proposed project is **\$24,550.00**, which includes all travel and incidental expenses.

Upon approval of this proposal and execution of the contract, payment shall be made to the consultant in the following manner- upon receipt of an invoice:

1/3 of total (\$8,183.33) upon contract approval

1/3 of total (\$8,183.33) upon submission of draft analysis to the City Administrator

1/3 of total (\$8,183.34) upon delivery of final report to the City Administrator

For Craig Rapp, LLC



Craig R. Rapp, President

For the City of Waconia

Its

Project Team

Craig Rapp, President

Craig Rapp will serve as the principal in charge for this project. Craig provides a broad range of services to local governments across the country. His background includes over 35 years experience as a senior executive in both the public and private sectors. He was the Director of Consulting for the International City-County Management Association, City Manager in three Minnesota cities, Director of Community Development for the Metropolitan Council, and Vice President of a local government consulting firm. His specific areas of expertise are organizational improvement, strategic planning, and shared services. He is co-project manager of a team at Northern Illinois University developing a case study handbook on alternative service delivery. Craig has conducted organizational analyses for the Cities of Waconia, Edina, Wayzata, St. Louis Park, MN, Eau Claire, WI, and Troy, MI, as well as Dakota County, MN, the Dakota County Community Development Agency, and the River Falls WI Housing Authority.

Mark Nagel, Consultant- Former City Manager, Professor of Business Administration

Mark Nagel has over thirty-five years of experience in local government, as a City Manager, HRA Executive Director and Community Development Director. He is currently a Professor of Business Administration at Normandale Community College and is adjunct faculty at Metro State University. In addition to these responsibilities, Mark regularly serves as an interim manager for local governments- providing experienced perspective to a wide variety of organizations. Mark has conducted numerous organizational studies with Craig Rapp including studies for the City of Wayzata, Dakota County CDA, Scott County CDA, River Falls Housing Authority, and a previous organizational study for the City of Waconia.

Dr. Craig Waldron, Consultant-Former City Administrator/Community Development Director

Dr. Craig Waldron is the owner of The Waldron Company-a local government consultant practice. Prior to his current position, Dr. Waldron was Director of the Public Administration Programs, Co-Director of CPAL and lecturer at Hamline University. In addition, he served as city administrator for the City of Oakdale and City Manager for the City of North St. Paul. Dr. Waldron was recognized as manager of the year for his efforts in career development in Oakdale. He also served as a Community Development Director, a Regional Development Commission Executive, and as an elected official. He has also chaired several municipal organizations in the Twin Cities metropolitan area. Dr. Waldron earned his Doctorate in Public Administration from Hamline University, his M.A. in Urban and Regional Studies from Minnesota State University and has a B.A. in Sociology from the University of Iowa. Dr. Waldron has conducted numerous organizational studies including an operations study of the River Falls Housing Authority, Farmington MN Economic Development Authority and the Dakota County CDA with Craig Rapp.

Previous Related Experience and Capacity / References

The following are representative projects conducted by the Rapp Consulting Group of similar type and scope to the RFHA project. A brief description of each project, year completed and contact information for references is included.

Dakota County Community Development Agency (CDA), MN – Housing Assistance Analysis- 2020

Analysis of the Housing Assistance Programs at the Dakota County CDA. Staffing, capabilities and capacity, operational effectiveness. (RCG-Craig Rapp)

Contact: Tony Schertler, Executive Director, Dakota County CDA tschertler@dakotacda.state.mn.us
651-675-4430

Dakota County CDA-Dakota County, MN - Organizational Analysis - 2015

Comprehensive analysis of the relationship of Dakota County with the Dakota County CDA. Evaluated staff capabilities, capacity, shared service potential, collaboration/consolidation. (Rapp, Waldron)

Contact: Tony Schertler, Executive Director, Dakota County CDA; Brandt Richardson (former County Administrator) fbrandtrichardson@gmail.com 651-485-3900

Scott County CDA (formerly HRA) MN – Organizational Analysis - 2007

Management review of property management company. Effectiveness assessment, recommendations. (Rapp, Nagel via Springsted)

Contact: Bill Jaffa, Executive Director, bjaffa@scottcda.org

City of Edina, MN - Organizational Analysis -2019

Comprehensive analysis of facilities management across entire City enterprise. Operational efficiency, effectiveness, restructuring, alternative service delivery. (Rapp)

Contact: Scott Neal, City Manager sneal@EdinaMN.gov 952-826-0390

City of Crystal, MN – Organizational Analysis -2019

Organizational analysis of the Administrative Services functions. Including restructuring, staffing. (Rapp, Nagel)

Contact: Anne Norris, City Manager Anne.Norris@crystalmn.gov 763-531-1000

City of Wayzata, MN – Organizational Analysis -2017, 2013

Organizational Analysis of all City departments with specific focus on Administration, Finance and Enterprise operations. Operational effectiveness, staff capacity, capabilities, restructuring. Original study 2013, update and reevaluation in 2017. (Rapp, Nagel)

Contact: Jeff Dahl, City Manager jdahl@wayzata.org 952-404-5309

City of St. Louis Park, MN - Organizational Analysis - 2013

Comprehensive analysis of Community Services functions—Public Works, Engineering, Parks & Recreation, Building Services. Operational effectiveness, staffing, restructuring. (Rapp)

Contact: Tom Harmening, City Manager tharmening@stlouispark.org 952-210-9440

Date: January 18, 2022

City of Waconia
Jackie Schulze
Assistant City Administrator
201 Vine Street
Waconia, MN 55387

RE: Engagement Letter Agreement Related to Services

This letter agreement (the “Engagement Letter”) is to confirm our understanding of the basis upon which Baker Tilly US, LLP (“Baker Tilly”) and its affiliates are being engaged by the City of Waconia, Minnesota (the “Client”) to assist the Client with advisory services.

Scope, Objectives and Approach

It is anticipated that projects undertaken in accordance with this Engagement Letter will be at the request of the Client. The scope of services, additional terms and associated fee for individual engagements will be contained in a Scope Appendix or Appendices to this Engagement Letter. Authorization to provide services will commence upon execution and return of this Engagement Letter and one or more Appendices.

Management's Responsibilities

It is understood that Baker Tilly will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon our failure to detect material errors resulting from false representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false representations.

The ability to provide service according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the timeframes established in a Scope Appendix unless subsequently agreed otherwise in writing.

The responsibility for auditing the records of the Client rests with the Client's separately retained auditor and the work performed by Baker Tilly shall not include an audit or review of the records or the expression of an opinion on financial data.

Ownership of Intellectual Property

Unless otherwise stated in a specific Scope Appendix, subject to Baker Tilly's rights in Baker Tilly's Knowledge (as defined below), Client shall own all intellectual property rights in the deliverables developed under the applicable Scope Appendix or Appendices ("Deliverables"). Notwithstanding the foregoing, Baker Tilly will maintain all ownership right, title and interest to all Baker Tilly's Knowledge. For purposes of this Agreement "Baker Tilly's Knowledge" means Baker Tilly's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Baker Tilly prior to the Effective Date of this Agreement or the applicable Scope Appendix or Appendices ("Baker Tilly's Preexisting Knowledge") (2) developed or obtained by Baker Tilly after the Effective Date, that are reusable from client to client and project to project, where Client has not paid for such development; and (3) extensions, enhancements, or modifications of Baker Tilly's Preexisting Knowledge which do not include or incorporate Client's confidential information. To the extent that any Baker Tilly Knowledge is incorporated into the Deliverables, Baker Tilly grants to Client a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Baker Tilly Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Baker Tilly. Additionally, Baker Tilly may maintain copies of its work papers for a period of time and for use in a manner sufficient to satisfy any applicable legal or regulatory requirements for records retention.

Timing and Fees

Specific services will commence upon execution and return of a Scope Appendix to this Engagement Letter and our professional fees will be based on the rates outlined in such Scope Appendix.

Unless otherwise stated, in addition to the fees described in a Scope Appendix the Client will pay all of Baker Tilly's reasonable out-of-pocket expenses incurred in connection with the engagement. All out of pocket costs will be passed through at cost and will be in addition to the professional fee.

Dispute Resolution

Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Engagement Letter or the applicable Scope Appendix or Appendices as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement or the applicable Scope Appendix or Appendices as shall be resolved as set forth in this section using the following procedure: In the unlikely event that differences concerning the services or fees provided by Baker Tilly should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree to expressly waive trial by jury in any judicial proceeding involving directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way arising out of, related to, or connected with this Agreement or the applicable Scope Appendix or Appendices as or the relationship of the parties established hereunder.

Because a breach of any the provisions of this Engagement Letter or the applicable Scope Appendix or Appendices as concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

Limitation on Damages

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under an applicable Scope Appendix or Appendices shall not exceed the fees paid to Baker Tilly under the applicable Scope Appendix or Appendices to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter or the applicable Scope Appendix or Appendices as even if the other party has been advised of the possibility of such damages.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim.

Other Matters

E-Verify Program

Baker Tilly participates in the E-Verify program. For the purpose of this paragraph, the E-Verify program means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s.401(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). Baker Tilly does not employ any "unauthorized aliens" as that term is defined in 8 U.S.C. 1324a(h)(3).

Investments

Baker Tilly certifies that pursuant to Indiana Code 5-22-16.5 *et seq.* Baker Tilly is not now engaged in investment activities in Iran. Baker Tilly understands that providing a false certification could result in the fines, penalties, and civil action listed in I.C. 5-22-16.5-14.

Non-Discrimination

Pursuant to Indiana Code §22-9-1-10, Baker Tilly and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Engagement Letter, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, ancestry, or veteran status. Breach of this covenant may be regarded as a material breach of this Engagement Letter.

Baker Tilly certifies that, except for de minimis and non-systematic violations, it has not violated the terms of I.C. 24-4.7, I.C. 24-5-12, or I.C. 24-5-14 in the previous three hundred sixty-five (365) days,

even if I.C. 24-4.7 is preempted by federal law, and that Baker Tilly will not violate the terms of I.C. 24-4.7 for the duration of the Engagement Letter, even if I.C. 24-4.7 is preempted by federal law. Baker Tilly further certifies that any affiliate or principal of Baker Tilly and any agent acting on behalf of Baker Tilly or on behalf of any affiliate or principal of Baker Tilly, except for de minimis and non-systematic violations, has not violated the terms of I.C. 24-4.7 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and will not violate the terms of I.C. 24-4.7 for the duration of the Engagement Letter, even if I.C. 24-4.7 is preempted by federal law.

In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena, or other legal process to produce our engagement working papers or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses incurred in responding to such a request.

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the 'written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

In the event that any provision of this Engagement Letter or statement of work contained in a Scope Appendix hereto is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Engagement Letter or statement of work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Engagement Letter would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

Termination

Both the Client and Baker Tilly have the right to terminate this Engagement Letter or any work being done under an individual Scope Appendix at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.

Important Disclosures

Incorporated as Attachment A and part of this Engagement Letter are important disclosures. These include disclosures that apply generally and those that are applicable in the event Baker Tilly is engaged to provide municipal advisory services.

This Engagement Letter, including the attached Disclosures as updated from time to time, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties. Both parties acknowledge that work performed pursuant to the Engagement Letter will be done through Scope Appendices executed and made a part of this document.

Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Engagement Letter shall survive the expiration or termination of this Engagement Letter or any statement of work contained in a Scope Appendix hereto.

If this Engagement Letter is acceptable, please sign below and return one copy to us for our files.

Sincerely,



Nicholas R. Dragisich
Managing Director

Signature Section:

The terms as set forth in this Engagement Letter are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____

Attachment A

Important Disclosures

Non-Exclusive Services

Client acknowledges and agrees that Baker Tilly, including but not limited to Baker Tilly US, LLP, Baker Tilly Municipal Advisors, LLC, Baker Tilly Capital, LLC, and Baker Tilly Investment Services, LLC, is free to render municipal advisory and other services to the Client or others and that Baker Tilly does not make its services available exclusively to the Client.

Affiliated Entities

Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Baker Tilly Investment Services, LLC ("BTIS"), a U.S. Securities and Exchange Commission ("SEC") registered investment adviser, may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Baker Tilly may act as solicitor for and recommend the use of BTIS, but the Client shall be under no obligation to retain BTIS or to otherwise utilize BTIS relative to Client's investments. The fees paid with respect to investment services are typically based in part on the size of the issuance proceeds and Baker Tilly may have incentive to recommend larger financings than would be in the Client's best interest. Baker Tilly will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains BTIS's services and adherence to Baker Tilly's fiduciary duty and/or fair dealing obligations to the Client.

Baker Tilly Capital, LLC ("BTC") Baker Tilly Capital, LLC ("BTC") is a limited service broker-dealer specializing in merger and acquisition, capital sourcing, project finance and corporate finance advisory services. BTC does not participate in any municipal offerings advised on by its affiliate Baker Tilly Municipal Advisors. Any services provided to Client by BTC would be done so under a separate engagement for an additional fee.

Baker Tilly Municipal Advisors ("BTMA") is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the Municipal Securities Rulemaking Board ("MSRB"). As such, BTMA may provide certain specific municipal advisory services to the Client. BTMA is neither a placement agent to the Client nor a broker/dealer. The offer and sale of any Bonds is made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client acknowledges that BTMA does not undertake to sell or attempt to sell bonds or other debt obligations and will not take part in the sale thereof.

Baker Tilly, may provide services to the Client in connection with human resources consulting, including, but not limited to, executive recruitment, talent management and community survey services. In such instances, services will be provided under a separate scope of work for an additional fee. Certain executives of the Client may have been hired after the services of Baker Tilly were utilized and may make decisions about whether to engage other services of Baker Tilly or its subsidiaries. Notwithstanding the foregoing, Baker Tilly may recommend the use of Baker Tilly or a subsidiary, but the Client shall be under no obligation to retain Baker Tilly or a subsidiary or to otherwise utilize either relative to the Client's activities.

Conflict Disclosure Applicable to Municipal Advisory Services Provided by BTMA

Legal or Disciplinary Disclosure. BTMA is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving BTMA. Pursuant to MSRB Rule G-42, BTMA is required to disclose any legal or disciplinary event that is material to the Client's evaluation of BTMA or the integrity of its management or advisory personnel.

There are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving BTMA. Copies of BTMA filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Baker Tilly Municipal Advisors, LLC or for our CIK number which is 0001616995. The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Contingent Fee. The fees to be paid by the Client to BTMA are or may be based on the size of the transaction and partially contingent on the successful closing of the transaction. Although this form of compensation may be customary in the municipal securities market, it presents a conflict because BTMA may have an incentive to recommend unnecessary financings, larger financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause a financing or other transaction to be delayed or fail to close, BTMA may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Hourly Fee Arrangements. Under an hourly fee form of compensation, BTMA will be paid an amount equal to the number of hours worked multiplied by an agreed upon billing rate. This form of compensation presents a potential conflict of interest if BTMA and the Client do not agree on a maximum fee under the applicable Appendix to this Engagement Letter because BTMA will not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, hourly fees are typically payable by the Client whether or not the financing transaction closes.

Fixed Fee Arrangements. The fees to be paid by the Client to BTMA may be in a fixed amount established at the outset of the service. The amount is usually based upon an analysis by Client and BTMA of, among other things, the expected duration and complexity of the transaction and the work documented in the Scope Appendix to be performed by Baker Tilly. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Baker Tilly may suffer a loss. Thus, Baker Tilly may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives.

BTMA manages and mitigates conflicts related to fees and/or other services provided primarily through clarity in the fee to be charged and scope of work to be undertaken and by adherence to MSRB Rules including, but not limited to, the fiduciary duty which it owes to the Client requiring BTMA to put the interests of the Client ahead of its own and BTMA's duty to deal fairly with all persons in its municipal advisory activities.

To the extent any additional material conflicts of interest have been identified specific to a scope of work the conflict will be identified in the respective Scope Appendix. Material conflicts of interest that arise after the date of a Scope Appendix will be provide to the Client in writing at that time.

RE: Staffing Analysis and Organizational Study

DATE: January 18, 2022

This Scope Appendix is attached by reference to the above-named agreement (the “Agreement”) between the City of Waconia, Minnesota (the “Client”) and Baker Tilly US, LLP and relates to services to be provided by Baker Tilly US, LLP.

Scope of Work

The purpose of this study is to assist the City of Waconia, Minnesota with a staffing analysis and organizational study. The outcome of this study will provide a strategic direction for staffing and service delivery over the next ten years.

Study objectives and scope

The City of Waconia’s objectives are to:

- Engage the City in the process of visioning how the services provided by the City and the manner in which they are delivered will evolve over the next ten years
- Develop an organizational structure of the City Departments and a ten-year staffing plan for the City based on projected growth and development from the City’s Comprehensive Plan and information gained in course of this study
- Provide an action plan with implementation techniques and tools to track progress
- Provide a process so the City can update and maintain the staffing plan going forward as growth and development, technology, the economy, and other changes affect the need for staffing

Suggested Process

The Baker Tilly team will assist the City of Waconia in defining, developing, and documenting a staffing and organizational structure plan to guide future decision-making for the City. Our approach is multi-faceted and best practices based, including the elements described in greater detail below.

Task 1 – Confirm Scope, Objectives and Timing

The following subtasks will be completed:

- Finalize Project Design – The first study activity will be to:
 - o Identify communication channels and reporting relationships and responsibilities of project staff
 - o Review and confirm study timelines
 - o Review and confirm products to be delivered including expectations regarding the form and scope

The meeting(s) will also help establish the desired working relationship between the City and the consulting team. This will include day-to-day interactions with the staff responsible for managing services provided under the management contract.

- Review Work Plan – The work plan objectives, scope, and approach will be reviewed as well as consultant assignments and specific schedules for the project tasks. We will also prepare "Information Requests" listing key documents to be collected and will identify individuals for interviews.
- Arrange Logistics/Administrative Support – Matters to be addressed include schedules for interviews and data collection, workspace and support requirements, specific dates for status reports and meetings, contact persons in the departments, any remaining contractual matters, etc.

Task 2 – Data Collection

The purpose of this Task is to collect all information needed for to evaluate the current staffing levels and service levels. Information collection techniques will include interviews, document accumulation and consultant observations.

- Obtain and analyze the background information. This may include, but is not limited to, a review of the following:
 - o Organizational Strategic Plan and department strategic plans, if available
 - o Adopted mission, goals, objectives, performance standards, etc. for each department's operations
 - o Current organizational chart for each department
 - o Staffing levels by position in each department
 - o Position descriptions
 - o Current workload and workload trend information
 - o Overtime trends for the past three years
 - o Services and service levels including detailed performance measures, if available
 - o Operating statistics and other information systems reports
 - o Comprehensive Plan
 - o Other relevant information
- Documents specified in the consultant's required information

Task 3 – Stakeholder Input

- Introductory meeting with department heads – An introductory meeting with department heads will be held to explain the purpose of the study, the steps to be taken, their role in the study and to answer any questions they have in relationship to Baker Tilly and/or the study.
- A meeting with the City Administrator and other designated department heads to discuss:
 - o Current services provided by the City and how they may evolve over the next ten years
 - o City services that may be added based on future growth and development
 - o City services that may change delivery methods based on future growth and development. For example, services currently provided by contractors that may be provided by City staff in the future
- Individual interviews will be held with each department head to gain an understanding of their department's operations, service levels, staffing levels and deployment, available resources, and other relevant data
- Up to four employee focus group meetings will be held to solicit input from City staff. Each focus group meeting will be one hour in length and will be coordinated with department heads to minimize the disruption to their operations.

- We will conduct an on-line employee survey that will provide all City employees the opportunity to provide input into the analysis and study.

Task 4 – Document and Review Information

With the information from prior tasks, the consultant team will analyze information collected and develop the factual profile that will include the following distinct but interactive steps:

- Review the information obtained through interviews, stakeholder input, document reviews, and observations and organize by issue
- Analyze the information to identify omissions or inconsistencies and collect additional information, as needed
- Document existing services, service levels, staffing levels, organizational structure, benchmarks, and performance data. The analysis process will include "brainstorming" sessions among our team to take full advantage of the experience and perspective of each consultant. A profile will be developed containing the following:
 - o The objectives, priorities and programs of each department
 - o To the extent available, the current workload and workload trend information
 - o The services and service levels provided by the department
 - o Potential staffing benchmark to be used in comparisons
 - o Existing resources and resources needed
 - o Suggestions from employee survey
- Develop factual profile to document the current organization, staffing levels, workload, service levels, staffing level benchmarks, and workload indicators for each department.
- Develop the future services and service levels to be provided over the next ten years
 - o Preliminary future organizational structure
 - o Future services and service levels that will be provided
- The factual profile and future service and service levels to be provided over the next ten years and the preliminary future organizational chart will be reviewed with the City Administrator and appropriate staff. Based on this review, the profile, future services, and future organizational chart will be amended as appropriate, and will be included in the final report.

Task 5 – Develop Benchmark Analysis

- Develop a list of comparable cities for staffing benchmarking purposes and the rationale for their selection
 - o Develop a list of staffing benchmarks to be used for comparing staffing levels in each current City department and future department
 - o Review and confirm comparison cities and staffing benchmarks to be used with City Administrator and appropriate staff.
- Conduct and document benchmark data
 - o Survey comparable cities and compile results
 - o Gather data relative to national benchmarks
 - o Gather data from Baker Tilly's benchmark database

- Develop comparative staffing benchmark analysis

Task 6 – Develop Ten-Year Staffing Plan

- Using the benchmark analysis data and Baker Tilly's significant experience in organizational management and staffing studies, Baker Tilly will develop a ten-year staffing plan and recommended organizational chart for the City based on projected growth and development from the City's Comprehensive Plan and information gained in the previous task
 - o The recommended organizational chart will show how the current and future departments will be structured to provide an efficient and effective operation
 - o The staffing plan will detail the number of positions by department each year and the rationale for the staffing level. It will also identify any deficient and/or excess staffing levels in current City departments
- A description of the process will be provided so the City can update and maintain the staffing plan going forward as growth and development, technology, the economy, and other changes affect the need for staffing
- Baker Tilly will present and review the recommended organizational chart and staffing plan with the City. Based on this review, we will change or modify the organizational chart and staffing plan as appropriate.

Task 7 – Prepare and Present Final Report

Baker Tilly will present the Final Report which will contain our findings and recommendations to the City in a meeting of the City's choice. We will provide the City with an electronic copy in PDF format

Deliverables

The deliverables for this project will be the Final Report

Project Schedule

Baker Tilly will complete the study as described in this proposal within eight to ten weeks of receiving the notice to proceed provided all necessary information is made available in a timely manner and City staff and officials are available, as needed, following the approved schedule.

Remote work



For Baker Tilly, the safety of our people is paramount. We are committed to playing our part in containing COVID-19 by practicing responsible social distancing. As of this writing, our firm allows all professionals work remotely. Because Waconia expects and deserves tailored, personalized service, we recognize that this policy may cause concern. **Please understand that we are prepared to deliver an exceptional service experience remotely if necessary.**

The City's engagement team has various tools enabling them to assist you from any location. Baker Tilly professionals each receive their own laptop and remote access credentials to connect to our internal network from outside the office. When Baker Tilly and the City are not able to meet in person, we utilize Microsoft Teams to quickly set up online meetings.

Additionally, we use Huddle, a secure cloud collaboration software, to work together anywhere, anytime and on any device. Huddle provides a platform for the City and Baker Tilly to come together, share files, assign tasks, and track activity in a secure environment.



Using Huddle as a central hub of activity means we all spend less time organizing documents, chasing approvals and searching through email – and more time achieving tangible results. The platform also enables real-time communication, meaning the status of your engagement will always be available.

Project Team

Your engagement team consists of dedicated professionals who are utility and public sector specialists as well as experienced business advisors, who understand your needs, are proactive in identifying issues and creative and flexible in providing solutions. Each member of this team is deeply committed to providing you with Exceptional Client Service. The following tables describe the roles and qualifications of your engagement team members.

Project Manager	Nicholas Dragisich, P.E., Firm Director
	Qualifications: Nick is team leader for BTUS's financial management practice. He has more than 30 years of management experience, including service as a city administrator, assistant city manager and city engineer. As the Assistant City Manager – Operations for Spokane, Washington, his departments included Capital Programs Planning/G.I.S., Engineering Services, Real Estate, Building Codes, Environmental Programs, General Services, Planning, Solid Waste Collection and Recycling, Transportation, Wastewater and Stormwater Management, and Water and Hydroelectricity. He joined Baker Tilly in 2000 and became the management consulting services practice group leader in 2003. Nick has been directly responsible for or involved in numerous organizational management studies, staffing analysis studies, utility rate studies and cost analyses, long-range financial planning models, fiscal impact studies for clients in California, Iowa, Illinois, Indiana, Kansas, Maryland, Minnesota, Montana, Missouri, Nebraska, New York, North Carolina, North Dakota, Texas, Utah, Virginia, Washington, and Wisconsin. He holds a Master of Business Administration, a bachelor's degree in civil engineering and is a licensed professional engineer in Minnesota and Washington. Nick is also MSRB Municipal Advisor Series 50 Qualified.
Project Support,	Patty Kettles, Director
	Qualifications: Patty has more than 24 years of experience working with BTUS clients on various projects, including performing staffing analyses, utility rate analyses and financial feasibilities, financing options, capital improvement programming and debt management. Patty holds a Master of Business Administration from the University of St. Thomas and a Bachelor of Science degree in Finance from the University of Minnesota. She is also MSRB Municipal Advisor Series 50 Qualified.
Project Support	Matt Stark, Manager
	Qualifications: Matt is a manager with Baker Tilly's financial management group. With the firm since 2002, he applies his analytical expertise to new challenges within the fields of operational finance, organizational management and human resources and economic development. He provides technical and analytical assistance on financial planning models, assists on employee classification and compensation systems, performs cost-benefit analyses on economic development projects. Matt has served as the primary analytical resource for Baker Tilly's scientific survey group, applying his talents to survey structure and language, methodology, and analysis of responses. Matt holds a degree in physics. Matt earned a degree in Physics from Penn State University.

Project Support

Anji Couillard, Analyst



Anji joined Baker Tilly (formerly Springsted Incorporated) in 2015 as the executive assistant to the firm principals. Her primary role was to assist the principals in day-to-day projects. She worked closely with the firm administrator to create and maintain the client contract database and all company financial regulations. Anji also assisted the director of communications with marketing materials, photography and videography. In November 2019, she joined Baker Tilly's management consulting practice as a financial analyst.

Her responsibilities include conducting research, performing analytical work and supporting consultants. Anji has worked on several Minnesota Client projects supporting the Consultant gathering and analyzing initial information and helping to complete the final product. Anji has a Bachelor of Arts degree from Saint Mary's University of Minnesota and has more than 10 years of experience supporting various departments and personnel. She is a creative problem solver and an important asset to the team.

Client Responsibilities

In order to conduct this study, the City will need to designate a staff member to serve as a project manager. This person will be responsible for assisting Baker Tilly with gathering accurate and timely data needed to complete the project and to assist in arranging for required meetings.

Compensation and Invoicing

Baker Tilly proposes to complete this study as described for the lump sum fee of \$28,875 excluding any related out-of-pocket expenses such as mileage. Baker Tilly would invoice for work completed on a monthly basis.

Additional Work

Should the City of Waconia request and authorize additional work outside the scope of services described in this proposal we would invoice the City at either our standard hourly fees or at an agreed upon fee based on the additional scope requested. Additional work includes work outside the scope of services as described in this work plan including, but not limited to:

- Work related to a special request
- Additional on-site meetings or presentations
- Additional benchmarks
- Project delays exceeding four weeks attributable to the City

**SCOPE APPENDIX to
Engagement Letter dated: January 18, 2022
Between the City of Waconia, Minnesota and
Baker Tilly US, LLP**

Standard Hourly Rates

Title	2022 Hourly Rate
Principal, Managing Director	\$325
Director/Senior Manager	\$275
Manager	\$225
Staff	\$165
Associates	\$80

Conflicts of Interest

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

Termination

This Scope Appendix will terminate according to the terms of the Agreement.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,



Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		June 6, 2022					
Item Name:		Resignation of Mechanic and Authorization of Recruitment					
Originating Department:		Administration					
Presented by:		Jackie Schulze					
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 2022-154, Accepting Resignation of Mechanic and Authorizing Recruitment for Position.							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
John Tietz, Mechanic, has submitted his voluntary resignation from employment with the City of Waconia to be effective June 9, 2022. We thank John for his eleven years of service to the City of Waconia and wish him well on his new endeavor. City Staff ask that the City Council accept the resignation of John Tietz and authorize recruitment for his replacement. Attachments: 1. 22154res Mechanic_Resignation_2022.docx 2. Fleet Mechanic Job Description							
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 - 154**

**RESOLUTION ACCEPTING VOLUNTARY
RESIGNATION OF MECHANIC**

WHEREAS, the City has received the voluntary resignation of Mechanic John Tietz; and

WHEREAS, the City has received this notice in accordance with its personnel policies to be effective June 9, 2022; and

WHEREAS, the City would like to immediately recruit and fill this position; and

NOW, THEREFORE, BE IT RESOLVED, that, the City Council hereby accepts the resignation of John Tietz and authorizes recruitment for a Mechanic position.

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

Kent Bloudek, Mayor

Attest: _____
Shane Fineran, City Administrator



Administrative Offices
109 South Elm Street
Waconia, MN 55387
Phone: (952) 442-2184
FAX: (952) 442-2135
www.waconia.org

Public Services
310 East 10th Street
Waconia, MN 55387
(952) 442-2615
(952) 442-4963

Parks & Recreation
1600 Community Drive
Waconia, MN 55387
(952) 442-0695
(952) 442-0692

JOB DESCRIPTION

<u>Fleet Mechanic</u> <i>Job Title</i>	<u>Public Services</u> <i>Department</i>
<u>January 2018</u> <i>Date</i>	<u>Non-Exempt</u> <i>Status</i>
<u>Public Services Director</u> <i>Title of Immediate Supervisor</i>	<u>F/T 40 hours per week</u> <i>FT/PT Hours per Week</i>
<i>Supervision Exercised:</i> <u>None</u>	

PRIMARY OBJECTIVES:

Under the direct supervision of the Public Services Director, or his designee, serve as Mechanic on all types of municipal vehicles and equipment, including but not limited to, gasoline, diesel and small engines. Perform routine and preventive maintenance as scheduled, repair damaged or broken equipment as needed. Keep "down time" of equipment to a minimum. Duties include repair and maintenance of engines, drive train, hydraulic and suspension system work. Work will include facility maintenance activities and work related with outside contractors on repairs or improvements as directed.

Perform minor and skilled repairs and overhauls on light, heavy and emergency vehicles and equipment.

All duties performed will be in accordance with department safety policies and procedures

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Examine vehicles or equipment, determine the extent of damage or malfunction and plan the work procedure to complete the necessary repairs. Inspect equipment to determine type and scope of repairs needed, advisability of repairing, selling or trading of equipment.
- Perform complete repair, maintenance and limited overhaul of all of the City's vehicles and equipment. This includes all light and heavy equipment, and vehicles. Perform regular scheduled service and maintenance.
- Perform mechanical repairs on all vehicle systems, including but not limited to: electrical, hydraulic, transmission, front end suspension, brakes - both hydraulic and air, drive train, air conditioning, heating, fuel and mechanical systems.
- Perform mechanical work and equipment repairs as necessary to keep vehicle fleet in safe efficient working condition. Perform maintenance/repair on small engines, both 2 and 4 cycle.
- Design and implement minor safety modifications to existing equipment as directed.
- Prepare and maintain complete and accurate maintenance reports listing vehicle/equipment repaired, parts used, hours of labor and comments for future reference using electronic or computer based system. Maintain fleet maintenance schedule.

- Provide information regarding needed parts to the supervisor, purchase parts and supplies as delegated and authorized. Maintain the necessary inventory of parts and other related supplies to perform the repairs as timely and efficiently as possible. Maintain replacement parts inventory and tracking using electronic or computer based system.
- Operate a variety of machines and equipment used in automotive and facility repair work.
- Adhere to all safety rules, regulations and city policies. Perform the necessary inspections to ensure the safe operation of equipment. Maintain good housekeeping practices and a safe working environment.
- Maintain, repair or replace City owned tools. Inventory tools regularly and report shortages to the supervisor.
- Work cooperatively with other departments, outside contractors, and the public as needed to complete assigned tasks.
- Perform maintenance operator duties as needed.
- Receive and carry out directions and duties as assigned by the Public Services Director, or his designee.
- Comply with all federal, state and local environmental rules and regulations.
- Serve as a point of contact for facilities maintenance at the Public Works Facility.
- Consult with the Public Services Director for repairs and replacement of vehicles/equipment, facility maintenance needs, and assist in preparing the plans and specifications for the purchase and or replacement of vehicles and equipment. Provide input for the preparation of the budget, capital improvement program.

ESSENTIAL KNOWLEDGE SKILLS AND ABILITIES:

- Ability to perform maintenance on vehicles on a lift and use a variety of specialized tools and diagnostic equipment including a gas torch, arc welder and wire feed welder.
- Ability to use a variety of conventional shop tools, pneumatic and electrical hand tools, work with flammable liquids and oils, use commercial strength chemicals and aerosols.
- Proven ability to function as a skilled mechanic. Ability to perform maintenance and/or repair small engines.
- Knowledge of standard practices, methods, tools and equipment used in the automotive repair trade.
- Strong knowledge of automotive/truck operation and major servicing and repair of vehicles and light and heavy equipment with or without snow and ice control equipment.
- Working knowledge of the operation and care of internal combustion engines, diesel engines and hydraulics.
- Skill in the repair and maintenance of streets, equipment, vehicles and facilities.
- Ability to locate and adjust mechanical difficulties in automotive and facility equipment.

● Page 3

- Ability to operate all equipment maintained by the department to a standard which permits the individual to be knowledgeable about the performance and required maintenance level of the equipment.
- Working knowledge of occupational hazards and safety precautions necessary to perform street and facility maintenance work.
- Working knowledge of traffic laws as applied to operating department vehicles and equipment.
- Working knowledge of OSHA, DOT and other safety practices and requirements.
- Ability to apply safe and sound judgment and practices and wear appropriate safety gear when working with or around fumes and potentially hazardous chemicals and materials or when repairing facilities, streets, cleaning storm sewers, and operating equipment.
- Ability to operate heavy and light equipment to maintain and repair streets, haul material, remove snow, clean streets, and apply salt/sand to city facilities, streets and other public areas.
- Ability to see and use depth perception when plowing streets and have good night vision when plowing or sweeping at night or other non-daylight hours.
- Ability to work independently with a minimum of supervision.
- Must be able to produce quality, accurate work. Must be able to utilize work time properly and productively. Must have the ability to handle detail, meet deadlines and follow through in the completion of projects.
- Desire to attend training and job related seminars to enhance the individual's skills and abilities.
- Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals.
- Skill in the use and care of calculator, personal computers, printers, and other office equipment, and working knowledge of computer software.
- Ability to read and comprehend simple and complex instructions, maintenance and technical manuals, operating instructions, correspondence and memos.
- Ability to write simple correspondence. Ability to effectively present information to supervisors, subordinates, government agencies, contractors and the general public.
- Ability to respond, prepare reports and correspond to complaints received from residents, contractors, internal Public Service staff, and supervisors. Ability to effectively communicate verbally and in writing.
- Ability to communicate with vendors and manufacturers the need for parts and materials, verbally and in writing. Working ability to communicate effectively with city staff and the public, both in person and by telephone or radio.
- Ability to work effectively and respectfully with department heads, elected officials, staff, and other agencies. Ability to work as a team member.
- Support City initiatives, division, department and City goals and mission statements to ensure the mission critical objectives are achieved.
- Actively support co-workers and other city staff to enhance the team environment and lead to success throughout the organization.

Fleet Mechanic
January 2018

- Ability to work outside year round, which may include during inclement weather.
- Normal working hours: Monday – Friday, 7:00 a.m. – 3:30 p.m. Ability to work extended hours, weekends, and holidays, as well as be on call and respond to calls during non-working hours as needed.
- Ability to attend work punctually and regularly.

OTHER DUTIES AND RESPONSIBILITIES:

- May occasionally be required to provide maintenance and repair assistance to City infrastructure such as facilities, streets, alleys, parks, water, sanitary sewer and storm sewer systems.
- Perform other duties and assume responsibilities as apparent or assigned.

MINIMUM QUALIFICATIONS, EDUCATION AND/OR EXPERIENCE:

- High school diploma or general education degree (G.E.D.).
- Minimum one (1) year technical training or college courses in the field of mechanics.
- Three (3) years' experience in the field of mechanics.
- Successful completion of aptitude testing covering areas outlined in this job description.
- May be required to successfully complete a criminal background check.
- Ability to socially, physically and mentally perform the essential functions under working conditions as described herein.
- Ability to speak, read, write, and comprehend the English language.
- Ability to obtain and maintain relevant certifications or licenses required for this position.
- Must successfully pass and comply with DOT drug and alcohol testing regulations.
- All new hires and or appointments require that they are subject to the personnel policies of the City of Waconia. This position is considered as a "Non-Exempt" status.

REQUIRED CERTIFICATES, LICENSES AND REGISTRATIONS:

- Ability to obtain and maintain a Minnesota Class "A" commercial Drivers License (CDL) with tanker and airbrake endorsements; within six months of appointment.
- Ability to obtain and maintain a Minnesota State Certified Commercial Truck Inspection Certificate within one year of appointment.

DESIRED QUALIFICATIONS:

- Two (2) year graduate in mechanic field from a college or vocational technical school.
- Five (5) years' experience in the mechanic field of light and heavy equipment found in a municipal fleet.

Fleet Mechanic
January 2018

- Automotive Service Excellence (ASE) Certification
- Training for the maintenance and repair of small engines.
- Training and experience with the use of arc and wire feed welders for light fabrication.
- Certification of Underground Storage Tank, (UTS) from Minnesota Pollution Control Association
- Possess a Minnesota State Certified Commercial Truck Inspection Certificate.
- Boilers Licensure

PHYSICAL DEMANDS:

- The physical demands that are described herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.
- Ability to work in confined spaces, to maintain balance and to work at heights of 15-20 feet; work with vibrations and loud noises from operating equipment, both indoors and outdoors. Occasionally work with some exposure to infectious diseases. Ability to occasionally work with limited potential for electrical shock.
- Ability to hear. Ability to sense different odors. Specific vision abilities include close vision, distance vision, peripheral vision, depth perception, ability to distinguish colors and different shades of colors.
- Ability to perform physical labor requiring continual use of large motor skills, standing, walking or sitting for long periods, and frequent bending, stooping, shoveling, twisting, turning, pushing, pulling, crouching, stretching and reaching to perform the work.
- Ability to use fine motor skills and manual dexterity when operating equipment or performing repairs.
- Ability to regularly lift, carry or shovel objects weighing up to 50 pounds and occasionally lift and carry objects weighing up to 100 pounds.

WORK ENVIRONMENT:

- The work environment characteristics described herein are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential tasks.
- While performing the duties of this job, the employee frequently works near moving mechanical parts. The employee occasionally works in high, precarious places. The employee is occasionally exposed to extreme hot and cold as well as other types of inclement weather conditions, fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock. Work with considerable exposure to loud noises from operating equipment.

NON-DISCRIMINATION POLICY:

The City of Waconia will not discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, national origin, sex, disability, age, marital status, sexual orientation or status with regard to public assistance.

Fleet Mechanic
January 2018

(These examples are intended only as illustrations of various types of work performed and are not necessarily all-inclusive. The job description is subject to change as the needs of the employer and requirements of the job change. The City of Waconia reserves the right to change and/or eliminate any and all job duties if needed. This position is subject to drug and alcohol testing.)



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		June 6, 2022					
Item Name:		Community Safety Grant					
Originating Department:		Administration					
Presented by:		Shane Fineran					
Previous Council Action (if any):							
Item Type (X only one):	Consent	☒ X	Regular Session	☐	Discussion Session	☐	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution 2022-155, Accepting Grant Funds & Directing use							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The City was successful in obtaining Community Safety Grant program funds from CenterPoint Energy in the amount of \$2,300.00. Application was made to this program to support community safety replacement items in the community and specifically the planned upgrades to the outdoor warning siren project planned as general operating expense. Staff recommends acceptance of the grant funds and recognize revenue in the general fund. <u>Attachments:</u> 1. 22155res_Community_Safety_Grant_Award.doc 2. CP Energy Safety Grant.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information:				Planning Commission			
☒ Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2022-155**

**RESOLUTION ACCEPTING GRANT PROCEEDS FROM CENTERPOINT ENERGY
COMMUNITY SAFETY GRANT PROGRAM**

WHEREAS, City staff budgeted outdoor warning siren equipment upgrades and replacement; and

WHEREAS, City staff applied for a Community Safety Grant through CenterPoint Energy to aid in offsetting the expense of these improvements: and

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Waconia hereby graciously accepts the grant proceeds of \$2,300 for the 2022 Community Safety Grant program recorded in the City's General Fund.

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

Kent Bloudek, Mayor

ATTEST: _____
Shane Fineran, City Administrator



505 Nicollet Mall
P.O. Box 59038
Minneapolis, MN 55459-0038

May 20, 2022

Shane Fineran, City Administrator
City of Waconia
201 South Vine Street
Waconia, MN 55387

Dear Shane,

The Community Safety Grant program offers an opportunity for CenterPoint Energy to invest in the cities we serve. For over 150 years we have partnered with communities supporting our shared commitment to safety while delivering safe, reliable natural gas.

Since 2003, the program has awarded more than \$2.5 million in donations and provided funding to support 1288 projects in communities throughout CenterPoint Energy's service area.

Through the grant program, we help cities leverage local funds to purchase needed safety equipment or support safety projects that are important to your community.

We are pleased to present the City of Waconia with a Community Safety Grant in the amount of \$2300 for outdoor warning siren replacement.

IMPORTANT! Please confirm receipt of the check as soon as possible by emailing me at beth.brown@centerpointenergy.com

Thank you for your efforts to make our communities safer.

Sincerely,

A handwritten signature in black ink that reads "Beth Brown".

Beth Brown
Specialist, Community Relations
612-321-4899





REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		June 6, 2022									
Item Name:		Approve Demolition and Award Structure Removal									
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>											
Approve Resolution 2022-156; Authorizing Approval of Demolition Quotes & Award Structure Removals Located at 10250 10th Street East											
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>											
As Council Members are aware the city acquired the parcel located at 10250 10th Street East to support growth of the Water Utility due to its proximity to the Water Treatment Facility for addition of a source water well, and protection of its water source wells for the community. Staff also intend to include review of the site for possible vehicle storage for the Water & Sewer Utility Departments as the community grows. Staff worked with Bergo Environmental, Inc. on review of the site for Asbestos which resulted in a "No Issue" finding as provided with this memo. Staff are currently working on finalizing the disconnection of services to the site in preparation of the structure removals. Two quotes were received from local Contractor's for removal as provided and attached. <table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">1. Henning Excavating</td> <td style="text-align: right;">\$12,600.00</td> </tr> <tr> <td>2. Schneider Excavating & Grading, Inc.</td> <td style="text-align: right;">\$19,500.00</td> </tr> </table> Staff are recommending approval of the Henning Excavating quote for structure removals located at 10250 10th Street East.								1. Henning Excavating	\$12,600.00	2. Schneider Excavating & Grading, Inc.	\$19,500.00
1. Henning Excavating	\$12,600.00										
2. Schneider Excavating & Grading, Inc.	\$19,500.00										
Attachments:											
1. 22156res Demolition_Award_10250_10th_Street_East.doc 2. Completion Letter - 10250 E 10th St.pdf 3. Henning Quote.pdf 4. Estimate_1459_from_Schneider_Excavating_Grading_Inc.pdf											
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:							
Funding Sources & Uses: Water Utility											
Budget Information: ☒ X Budgeted ☐ Non Budgeted ☐ Amendment Required				Planning Commission							
				Parks and Recreation Board							
				Safari Island Advisory Board							
				Other							

**CITY OF WACONIA
RESOLUTION NO. 2022-156**

**RESOLUTION AUTHORIZING APPROVAL OF DEMOLITION QUOTES & AWARD OF
STRUCTURE REMOVALS LOCATED AT 10250 10TH STREET EAST**

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

WHEREAS, staff are in process of terminating the current utilities from the structure for demolition; and

WHEREAS, the structure has been found to not contain asbestos materials and therefore can be removed safely without remediation; and

WHEREAS, the Public Services Director is authorized to submit a demolition permit and notice Henning Excavating of award for said demolition services.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of Demolition Quotes & Award of structure removals located at 10250 10th Street East.

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

Kent Bloudek, Mayor

Attest: _____
Shane Fineran, City Administrator



To:

Date: 3/24/22

City of Waconia

Attn: Craig Eldred

310 10th St E

Waconia, MN, 55387

Re: Letter of Completion

This is your formal notification that all samples taken from the house located at 10250 E 10th St in Waconia showed up negative for asbestos containing materials (ACM). All bulk samples of suspect asbestos were taken to Angstrom Laboratories for analysis via PLM microscopy. No asbestos was found at this house that needs to be removed prior to demolition.

Thank you,

Blair Bollig

(C) 612-812-6791



17510 62nd Street
New Germany MN 55367
952-353-2119 or 952-353-2180

Estimate

David Henning
Jeremy Henning
Ryan Henning

Date	Estimate #
3/29/2022	141

Henning Excavating LLC

17510 62nd Street
New Germany MN 55367

Name / Address
City of Waconia

Project

Description	Qty	Rate	Total
Demo of house and garage by water treatment plant			
House Demo		9,600.00	9,600.00
Garage and Shed Demo		3,000.00	3,000.00
		Total	\$12,600.00

Phone #	E-mail
612-719-0736	henningexcavating1@frontier.com



Schneider Excavating & Grading, Inc.

405 Central Ave S

Norwood Young America, MN

55397

952-467-2659

Estimate

ADDRESS

City of Waconia
201 South Vine
Waconia, MN 55387

ESTIMATE # 1459

DATE 05/16/2022

DATE	ACTIVITY	QTY	RATE	AMOUNT
05/12/2022	House Demo - 10250 East 10th Street Demo house and garage	1	15,000.00	15,000.00
05/12/2022	House Demo - 10250 East 10th Street Sewer and water disconnect	1	1,000.00	1,000.00
05/12/2022	House Demo - 10250 East 10th Street Dirt backfill and topsoil - 6"	1	3,500.00	3,500.00
05/12/2022	DOES NOT INCLUDE Permits, inspections, electric and gas disconnects, asbestos testing			
TOTAL				\$19,500.00

Accepted By

Accepted Date

Please remit to:
405 CENTRAL AVE S
NORWOOD YOUNG AMERICA, MN. 55397



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		June 6, 2022					
Item Name:		Orchard Park 3rd Addition - Development Agreement - M/I Homes					
Originating Department:		Community Development					
Presented by:		Lane Braaten					
Previous Council Action (if any):							
Item Type (X only one):	Consent	X	Regular Session		Discussion Session		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution 2022-157 approving the Development Agreement for Orchard Park 3rd Addition.							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The City Council, at their regular meeting on May 16th, 2022, approved a final plat for M/I Homes of Minneapolis/St. Paul, LLC titled Orchard Park 3rd Addition pursuant to Chapter 1000 of the Waconia City Ordinance. The Orchard Park 3rd Addition final plat consists of thirty-eight (38) single-family home parcels. The City Council approved the final plat application subject to certain conditions including M/I Homes of Minneapolis/St. Paul, LLC entering into a development agreement with the City. City staff have prepared a proposed development agreement for Orchard Park 3rd Addition, a copy of which is attached for Council's review and consideration. City staff recommends approval of the development agreement language as proposed. Attachments: 1. 22157res_Approving_the_Dev_Agreement_Draft.docx 2. Orchard Park 3rd Addition Dev Agreement.docx							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information:				Planning Commission			
_____ Budgeted				Parks and Recreation Board			
_____ Non Budgeted				Safari Island Advisory Board			
_____ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2022-157**

**RESOLUTION APPROVING DEVELOPMENT AGREEMENT
FOR ORCHARD PARK 3RD ADDITION**

WHEREAS, M/I Homes of Minneapolis/St. Paul, LLC (the “**Developer**”) owns real property in the City of Waconia (the “**City**”) described as Outlot F, Orchard Park 1st Addition and Outlot A, Orchard Park 2nd Addition (the “**Property**”); and

WHEREAS, Developer desires to plat the third phase of the Property as Orchard Park 3rd Addition, which will consist of thirty-eight (38) single-family home parcels (the “**Project**”); and

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

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

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

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

1. The above recitals, including the findings contained therein, are incorporated into these resolutions.
2. The form of the Development Agreement attached as Exhibit 1 and of the proposed documents attached to such document as exhibits are approved in substantially the form attached as Exhibit 1, together with such modifications thereof, deletions therefrom, and additions thereto, as the City Administrator may deem appropriate.
3. The Mayor and City Clerk are hereby authorized to execute, acknowledge, and deliver the Development Agreement and any other documents or instruments necessary or desirable to effectuate the transactions described in the Development Agreement. In the event of the absence or disability of the Mayor or the City Clerk, such officers of the City as, in the opinion of the City Attorney may act on their behalf shall, without further act or authorization of the City Council, do all things and execute all instruments and documents required to be done or executed by such absent or disabled officers. The execution of any document or instrument by the appropriate officer or officers of the City authorized herein shall be conclusive evidence of the approval of such document or instrument in accordance with the terms of this resolution.

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

Kent Bloudek, Mayor

Attest: _____
Shane Fineran, City Administrator

EXHIBIT 1
Development Agreement

DEVELOPMENT AGREEMENT
FOR
ORCHARD PARK 3rd ADDITION
CITY OF WACONIA, MINNESOTA

This agreement (the “Agreement”) is dated _____, 2022, and is between the City of Waconia, a Minnesota municipal corporation (the “City”) and M/I Homes of Minneapolis/St. Paul, LLC, a Delaware limited liability company (the “Developer”).

RECITALS

WHEREAS, the Developer previously platted certain property as ORCHARD PARK 1st ADDITION, Carver County, Minnesota (“Orchard Park 1st Addition”); and

WHEREAS, in connection with such plat, the City and the Developer entered into a Development Agreement for Orchard Park dated March 1, 2021, and recorded July 16, 2021, as Document Number A728916 in the Office of County Recorder, Carver County, Minnesota (the “Orchard Park Development Agreement”); and

WHEREAS, the Developer previously platted certain property as ORCHARD PARK 2nd ADDITION, Carver County, Minnesota (“Orchard Park 2nd Addition”); and

WHEREAS, in connection with such plat, the City and the Developer entered into a Development Agreement for Orchard Park 2nd Addition dated March 21, 2022, and recorded April 29, 2022, as Document Number A745641 in the Office of County Recorder, Carver County, Minnesota (the “Orchard Park 2nd Addition Development Agreement”); and

WHEREAS, the Developer owns the vacant land legally described as Outlot F, ORCHARD PARK 1ST ADDITION, and Outlot A, ORCHARD PARK 2ND ADDITION, Carver County, Minnesota (the “Property”); and

WHEREAS, the Developer now desires to replat the Property as ORCHARD PARK 3rd ADDITION, Carver County, Minnesota (“Orchard Park 3rd Addition”); and

WHEREAS, Orchard Park 3rd Addition will consist of:

1. Lots 1 through 9, Block 1; Lots 1 through 10, Block 2; Lots 1 through 4, Block 3; Lots 1 through 3, Block 4; Lots 1 through 12, Block 5; ORCHARD PARK 3RD ADDITION, Carver County, Minnesota (the “Residential Lots”);
2. Outlot A, ORCHARD PARK 3rd ADDITION, Carver County, Minnesota (the “Outlot”); and
3. Certain land dedicated to public use; and

WHEREAS, on May 16th, 2022, the City Council passed Resolution No. 2022-143 conditionally approving the final plat of Orchard Park 3rd Addition drafted by James R. Hill, Inc., a copy of which is attached as Exhibit A (the “Final Plat”); and

WHEREAS, the Final Plat is substantially consistent with the Preliminary Plat for Orchard Park, a copy of which is attached as Exhibit B (the “Preliminary Plat”); and

WHEREAS, the Developer previously applied to rezone the Residential Lots as a Planned Unit Development (“PUD”) District pursuant to Section 900.05, Subd. 1, O, of the Waconia City Code; and

WHEREAS, on November 16th, 2020 the City Council passed Resolution No. 2020-256 approving the PUD, which includes the Residential Lots; and

WHEREAS, the Developer has already rough graded the Property as described in the Orchard Park Development Agreement and the Plans (as defined below); and

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

1. The Orchard Park Construction Plans prepared by James R. Hill, Inc. and dated _____ Revision date _____, 2022; and
2. The Orchard Park Final Landscape Plan dated February 12, 2021 (attached as Exhibit C);

WHEREAS, this Agreement sets forth and memorializes for the parties to this Agreement and subsequent owners the understandings and agreements of the parties concerning the following:

1. The PUD zoning for the Residential Lots of Orchard Park 3rd Addition (per Section 900.05, Subd. 1, O, 5, c, 3, of the Waconia City Code); and
2. The Developer’s obligations regarding the development of Orchard Park 3rd Addition; and

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

TERMS

1. INTRODUCTORY MATTERS. Except as expressly provided in this Agreement to the contrary, the following are incorporated by reference as agreements of the City and the Developer:
 - 1.1. The Recitals set forth above; and
 - 1.2. The City resolutions referred to in the above Recitals and the exhibits attached to such resolutions (the “City Resolutions”).
2. DEFINITIONS. Defined terms, when capitalized, shall have the meanings ascribed to them in this Agreement unless the context clearly requires otherwise. Additional terms are defined in the introductory paragraph, the Recitals, and later in this Agreement.

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

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

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

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

“County” means Carver County, Minnesota.

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

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

“Minnesota” means the State of Minnesota.

“Municipal Improvements” means the Developer Installed Municipal Improvements and the Developer Funded Municipal Improvements, all as described in Section 6 below.

3. RIGHT TO PROCEED; CONSTRUCTION. Unless separate written approval has been given by the City, the Developer may not final grade the Property or start construction of any improvement on the Property until the following conditions have been met to the satisfaction of the City: i) this Agreement has been fully executed and filed with the City Clerk; ii) the security required by this Agreement has been received by the City; iii) the Final Plat and all documents required by this Agreement to be recorded have been recorded with the Carver County Recorder’s Office or Registrar of Titles; iv) the Developer has provided the City with recording information for all instruments required to be recorded; v) the Developer is not in default of this Agreement or any other agreement related to the Property or any other property within the City limits owned by the Developer or within the Developer’s control; vi) the Developer is not in violation of any federal, state or local regulation related to the Property; vii) the City Community Development Director has issued a letter that the Developer may proceed; and viii) the Developer has acquired fee title ownership of the Property. Construction on the Property shall proceed in accordance with the Preliminary Plat, the Final Plat, the Plans, the City Resolutions, the Waconia City Code, and this Agreement.
4. ENGINEERING AND PLANNING REQUIREMENTS.
 - 4.1. Developer’s Engineer. The Developer warrants: i) that Developer has retained a duly registered professional civil engineer authorized to practice in Minnesota to prepare

the Plans; and ii) such engineer has prepared the Plans in conformance with the City's standard specifications for the Improvements.

- 4.2. Requirements. The City shall have no obligation to release the Final Plat until the following engineering, planning and dedication requirements have been met to the City's satisfaction:
 - 4.2.1. Erosion and Sediment Control Plan. The Developer shall have applied for and received an erosion and sediment control plan for the Property from the County. The Developer shall comply with the erosion and sediment control plan. Further, during the development of the Property, the Developer shall follow all measures required by the City Engineer to protect any wooded areas and steep slopes on the Property, as determined and directed by the City Engineer.
 - 4.2.2. Wetlands. The Developer shall have applied for and received all required approvals for any wetland alterations or mitigations on the Property from each Governmental Entity with jurisdiction.
 - 4.2.3. Plan for Construction Access. The Developer shall have submitted and received approval for construction access to the Property from the City Engineer.
 - 4.2.4. Easements for Public Use. The Developer shall have dedicated on the Final Plat or provided a separate recordable easement, as determined by the City, for all streets, trails, drainage easements, utility easements and other public use areas, as required by the City or any other Governmental Entity with jurisdiction. If a separate recordable easement is provided, the City and the Developer shall work together to record such document immediately after the Final Plat is recorded and before any liens are placed against the Property. If a lien already exists or arises before an easement can be recorded (excepting liens for real estate taxes and assessments), the Developer shall take commercially reasonable steps to subordinate all such liens to the easement.
 - 4.2.5. Approvals from other Governmental Entities. The Developer shall have applied for and received approval for the Final Plat and the Plans from each Governmental Entity with jurisdiction. Thereafter, the Developer shall comply with all conditions of approval. Modifications to the Final Plat and the Plans are subject to the review and approval of the City Council. The Developer shall comply with any further requirements of the City Council based on its additional review.
5. GRADING The Developer shall final grade the Property in compliance with the approved grading, drainage, and erosion control portion of the Plans to the extent the Property has not already been graded pursuant to the Orchard Park Development Agreement and the Orchard Park 2nd Addition Development Agreement. Within 60 days after completion of such grading, the Developer shall provide the City with a "record" grading plan certified by a registered land surveyor or engineer. The "record" plan shall depict field verified locations, site grades and

elevations of the following: ponds, swales, emergency overflows, wetlands, wetland mitigation areas, ditches, borrow areas, stockpiles, lot corners, house pads, and tops and bottoms of retaining walls. The cross sections of any pond shall be obtained after the entire site is completely graded, the pond has been pumped down, all sediment has been removed, and the pond elevations have been restored to the approved design elevations.

6. IMPROVEMENTS.

6.1. Municipal Improvements Installed by the Developer.

6.1.1. General. Except as expressly provided to the contrary in Section 6.2 below, the Developer shall, at its expense, construct and install public improvements on and adjacent to the Property in conformance with the Preliminary Plat, the Final Plat, the Plans, the Waconia City Code, and this Agreement (the "Developer Installed Municipal Improvements") including:

- 6.1.1.1. street grading, graveling, berms and boulevards;
- 6.1.1.2. permanent street surfacing;
- 6.1.1.3. concrete curb and gutter;
- 6.1.1.4. boulevard sodding/seeding and blanket;
- 6.1.1.5. sanitary sewer laterals or extensions including all necessary services, lift stations and other appurtenances supplied by the City and invoiced to the Developer;
- 6.1.1.6. storm sewers and storm water reuse facilities, including all necessary catch basins, inlets, and other appurtenances;
- 6.1.1.7. water main laterals or extensions including all necessary building services, hydrants, valves, and other appurtenances;
- 6.1.1.8. street lighting and conduit crossings of City supplied conduit, where requested; and
- 6.1.1.9. sidewalks and trails depicted in the Plans.

6.1.2. Charleston Lane Cul-de-sac Modifications. The Developer shall, at its expense, improve and modify the current cul-de-sac to a through street configuration as provided in the Plans, including items on private property to extend current driveway configurations and site restoration. The City will assist in coordination of access agreements with the individual parcel owners.

6.2. Government Installed/Developer Funded Municipal Improvements. The Developer shall reimburse the City for all costs associated with the installation of street, wetland buffer, future roadway, future trail, and shoreland buffer signs for the Property, including the cost of all materials and staff time required to install such signs invoiced at the then current staff labor rates set forth in Chapter 1100 of the Waconia City Code (the "Developer Funded Municipal Improvements").

- 6.3. Private Improvements. The Developer shall, at its expense, install private improvements on the Property (the "Private Improvements") in conformance with the Preliminary Plat, the Final Plat, the Plans, the Waconia City Code, and this Agreement, including grading of the Property and installation of corrected soil areas.
- 6.4. Landscape Improvements. The Developer shall install, at its expense, all landscaping improvements for Orchard Park 3rd Addition required by the Landscape Plans attached as Exhibit C (the "Landscape Improvements"). Further, for a period of 2 years from the date installed, Developer shall replace any plant material that dies or is not growing properly.
- 6.5. Tree Preservation/Restoration/Restitution. The Developer shall comply with the City's tree preservation regulations found at 900.06, subd. 8, C, of the Waconia City Code (the "Tree Regulations"). Based on the Preliminary Plat, information submitted by the Developer and City staff review, the City and the Developer acknowledge and agree as follows regarding the Property:
- 6.5.1. There are 8,847 caliper inches of trees as of the date of this Agreement;
- 6.5.2. The Developer shall save 2,388 caliper inches of trees;
- 6.5.3. The Developer shall be allowed to remove 6,459 caliper inches of trees;
- 6.5.4. The Developer shall replace 1,187.5 caliper inches of trees as part of the Landscape Improvements described in Section 6.4 above; and
- 6.5.5. If the City and the Developer subsequently agree in writing to modify the number of trees removed or replaced, any amount due from the Developer or reimbursable to the Developer pursuant to the requirements of the Tree Regulations shall be paid to the party entitled to receive such amount within 30 days after the written modification is fully executed.
- 6.6. Permits. Prior to any grading or construction occurring on the Property, the Developer shall determine and obtain all necessary approvals, permits, and licenses required by each Governmental Entity with jurisdiction. Any design requirements of such Governmental Entities shall be determined prior to completion and incorporated into the plans and specifications. All costs incurred to obtain such approvals, permits, and licenses and all fines or penalties levied by any Governmental Entity due to the failure of the Developer to obtain or comply with the conditions of such approvals, permits, and licenses shall be the sole responsibility of the Developer. The Developer agrees to defend and hold the City, its officers, employees, and agents harmless from any action initiated by any Governmental Entity resulting from any failure of the Developer to acquire the permits and approvals required herein.
- 6.7. Licenses. The Developer hereby grants the City, its agents, employees, officers, and contractors a license to enter the Property to perform all work and inspections deemed appropriate by the City in conjunction with the development of the Property. The City hereby grants the Developer a license to enter onto the portions of the Property dedicated for public use to construct the Developer Installed Municipal

Improvements and any other improvements required by this Agreement.

- 6.8. Standard of Performance. All labor and work shall be done and performed in the best and most workmanlike manner and in strict conformance with the Preliminary Plat, the Final Plat, the Plans, the Waconia City Code, and this Agreement, unless approved in writing to the contrary by the City Engineer. If there are contradictions between the Preliminary Plat and the Final Plat as it relates to the development contemplated in this Agreement, the Final Plat shall control.
- 6.9. Deadlines for Completion. The Developer shall install all Developer Installed Municipal Improvements and Private Improvements by October 28, 2022, except for the final lift of pavement on the roads and parking areas. The final lift of pavement on the roads and parking areas shall be completed no later than October 23, 2023. All Landscape Improvements shall be installed no later than October 28, 2022. The Developer may request an extension of time from the City in regard to any deadline, which the City may grant or deny in its sole discretion; provided, however, that the City shall not unreasonably deny any request for extension of any such deadline to the extent that the need therefor is caused by events beyond the reasonable control of Developer. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date.
- 6.10. Construction Times. The Developer shall conduct all construction activities in conformance with the City's noise ordinance (Chapter 740 of the Waconia City Code). Construction activities shall be allowed between 7:00 a.m. and 10:00 p.m. on weekdays (excepting holidays) and between 9:00 a.m. and 10:00 p.m. on Saturdays. Any deviation from the allowed construction times must be approved by the Public Services Director or the City Engineer.
- 6.11. Public Property Damage. The Developer is liable for all damage to public property and improvements (e.g., street and utility systems) directly or indirectly arising from the grading or the development of the Property. The Developer shall promptly notify the City Public Services Director of any such damage the Developer discovers. Further, the Developer shall repair all such damage, at its expense, within 10 days after receiving written notice from the City requesting repair. If the Developer fails to repair any damage within 10 days of receiving the City's notice, the City may make the repair. Further, the City, in its discretion, may elect to repair any damage itself. In either case, the Developer shall reimburse the City for all materials and labor associated with the repair.
- 6.12. Street Cleaning. During the grading and the development of the Property, the Developer shall keep the streets, sidewalks, and trails within and adjoining the Property free of dirt, debris and clutter caused by the development. If the City determines the Developer has violated this requirement, the City may give the Developer written notice of the violation and the Developer shall perform the cleanup within 48 hours. If the Developer fails to perform the cleanup to the City's satisfaction within 48 hours of receiving the City's notice or the City determines, in its discretion,

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

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

7. WARRANTIES.

- 7.1. Developer Installed Municipal Improvements. The Developer agrees, or shall cause its prime contractor to agree, to guarantee and warrant all work performed and all materials supplied for the construction of the Developer Installed Municipal Improvements for a period of 2 years from final acceptance by the City and to promptly repair or replace any portion of the Developer Installed Municipal Improvements found to be defective. Upon completion of the Developer Installed Municipal Improvements and acceptance thereof by the City Council, the Developer shall furnish the City with a 2-year warranty bond for 100% of the cost of the Developer Installed Municipal Improvements.
- 7.2. Developer Funded Municipal Improvements. Except for its obligation to pay for the Developer Funded Municipal Improvements, the Developer has no obligation to provide any guarantee or warranty for such improvements.
- 7.3. Landscape Improvements. The Developer agrees, or shall cause its prime contractor to agree, to guarantee and warrant to the City all work performed and all materials supplied regarding the Landscape Improvements for a period of 2 years from the date installed. If any plant material dies or is not growing properly within 2 years of the date it is installed, the Developer or its prime contractor shall promptly replace it. The Developer shall inform the City when installation of the Landscape Improvements on the Property is complete so that the City can conduct the inspection required by Section 6.14 above. The warranty period shall start upon the City's acceptance.

8. INSURANCE AND INDEMNIFICATION.

- 8.1. Insurance. The Developer shall furnish, or shall cause its prime contractor to furnish, proof of insurance prior to the commencement of construction of the Improvements, which shall be subject to the review and approval of the City, covering public liability and property damage by reason of operation of the contractor's equipment, laborers and hazard caused by the Improvements at a minimum policy amount of \$1,000,000.00. The contractor shall keep such insurance in force during construction of the Improvements and applicable warranty periods. The insurance shall name the City as an additional insured and shall require the insurer shall give the City not less than 30 days' written notice prior to modification or cancellation of the insurance policy.
- 8.2. Indemnification. Claims against the Developer, its agents, servants, or employees relating to the development of the Property shall in no way be the obligation of the City. The Developer shall indemnify, hold harmless, and defend the City, its elected officials, officers, employees, consultants, contractors and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, damages, expenses, claims, actions, or judgments, including reasonable attorneys' fees and court costs, that the Indemnified Parties, or any of them, may sustain, incur, or be required to pay, directly or indirectly arising out of the Developer's violation of this Agreement or any act or failure to act by the Developer, its officers, employees, consultants, contractors or agents, except to the extent directly caused by the negligence of the Indemnified

Parties or any of them.

9. BUILDING PERMITS, CERTIFICATES OF OCCUPANCY AND LOT FEES.

9.1. General Building Permit Requirements. No building permits for any Residential Lots on the Property shall be issued until:

- 9.1.1. the Final Plat has been recorded;
- 9.1.2. site plans (if applicable) have been submitted and have been reviewed and approved by the City Council;
- 9.1.3. the Improvements have been substantially completed;
- 9.1.4. restrictive covenants and homeowners' association documents, if any, are acceptable to the City and have been executed and recorded;
- 9.1.5. park dedication requirements have been met as required herein;
- 9.1.6. any outstanding amounts due the City under this Agreement have been paid;
- 9.1.7. all required financial guarantees have been given to the City; and
- 9.1.8. the Developer is not then in default of this Agreement.

9.2. Individual Lot Building Permit Requirements. In addition to the requirements in Section 9.1 above, no building permit for an individual lot on the Property shall be issued until:

- 9.2.1. the City Public Services Director has approved access and temporary construction access for the lot;
- 9.2.2. the applicant for the permit has paid all fees then required by the City or any other Governmental Entity for issuance of a building permit including any fees for: i) metro sewer availability; ii) sewer trunk; iii) sewer permit; iv) sewer hookup; v) water trunk; vi) water permit; vii) water hookup; viii) storm water trunk; and ix) storm water connection;
- 9.2.3. individual lots are properly established with Best Management Practices ("BMP") devices approved by the City Public Services Director including slit-in silt fence (spring – fall months) or proper log rolls (winter season); and
- 9.2.4. all Waconia City Code requirements for issuance of a building permit have been met.

9.3. Certificate of Occupancy Requirements. No certificate of occupancy shall be issued for a residential structure in Orchard Park 3rd Addition until:

- 9.3.1. the City Public Services Director has approved an as-built final grade and sidewalk survey for the lot;
- 9.3.2. the City Public Services Director has completed a utility check for the lot including sump pump connection inspection;
- 9.3.3. the City Public Services Director has approved storm water compliance for the

lot; and

9.3.4. all Waconia City Code, building code and other requirements for issuance of a certificate of occupancy have been met.

9.4. Lot Fees. Once the Final Plat has been recorded and tax parcel identification numbers have been assigned to the Residential Lots and any outlots depicted in the Final Plat, the City will start charging monthly storm water and street lighting fees pursuant to Waconia City Code, Chapters 413 & 414. The Developer acknowledges the City will charge such fees on all lots, including any outlots held by the Developer for future development (with fees being reallocated when replating occurs). The Developer shall timely pay all such fees on all parcels owned by the Developer. These fees are subject adjustment, from time to time, by the City Council.

10. PARK DEDICATION.

10.1. The Developer previously dedicated Outlot D, Orchard Park 1st Addition to the City to partially satisfy the City's park dedication requirements. The Developer shall dedicate Outlot A, Orchard Park 3rd Addition to satisfy the remaining park dedication requirements. In addition, the Developer has agreed to install certain play structures, benches and trails in the park areas to satisfy the City's park dedication requirements. As required by the Orchard Park Development Agreement, the City will supply City standard benches and trash receptacles in connection with such park improvements and invoice the Developer \$2,888.00 for the cost of such items.

10.2. Conveyance. The City and Developer agree the above conveyances shall occur when the Final Plat is recorded. All conveyances shall be made without cost to the City. Further, the purposes listed above for such conveyances are informational only and do not limit the City's ability to use any parcel conveyed to the City for any use. The Developer shall deed all such Outlots to the City using a standard form Warranty Deed. The Warranty Deed conveying such Outlots shall not list any restrictions or exceptions to title other than the following: i) the lien of real estate taxes and special assessments not yet due and payable; ii) building, zoning and subdivision statutes, laws, ordinances and regulations; and iii) reservations of minerals or of mineral rights in favor of Minnesota, if any.

11. PUD ZONING. The Residential Lots shall meet the requirements of the PUD zoning stated below:

11.1. General. Waconia City Code ordinances and regulations applicable to the R-1, Single-Family Residential District (the "Base Zoning") shall apply to the Property, except as expressly modified in Section Error! Reference source not found..

11.2. Single Family Lots. The following PUD zoning applies to Lots 1 through 9, Block 1; Lots 1 through 10, Block 2; Lots 1 through 4, Block 3; Lots 1 through 3, Block 4; Lots 1 through 12, Block 5, ORCHARD PARK 3rd ADDITION, Carver County, Minnesota:

11.2.1. The minimum lot size shall be 55 feet wide x 125 feet long;

11.2.2. The maximum impervious surface for each lot shall be 45%;

- 11.2.3. The minimum front yard/right-of-way setback for each lot shall be 25 feet;
- 11.2.4. The minimum attached garage side yard setback for each lot shall be 5 feet;
- 11.2.5. The minimum house side yard setback for each lot shall be 10 feet;
- 11.2.6. The minimum street side yard setback for each lot shall be 15 feet;
- 11.2.7. The minimum rear yard setback for each lot shall be 30 feet;
- 11.2.8. The minimum rear yard deck setback for each lot shall be 25 feet;
- 11.2.9. The minimum wetland setback shall be 50 feet;
- 11.2.10. The minimum setback from Outlot H (Future County Road), ORCHARD PARK 1st Addition, shall be 50 feet; and
- 11.2.11. The maximum building height shall be 45 feet.

12. PAYMENT OF COSTS AND EXPENSES.

- 12.1. General. The Developer agrees to pay, upon demand of the City, all costs, expenses, charges, and fees incurred or paid by the City in relation to this Agreement, the grading, or the development of the Property. For example, the Developer shall reimburse the City for staff time, consulting fees, reasonable attorneys' fees, costs, expenses and charges relating to: i) review of the Plans; ii) the negotiation and preparation of this Agreement; iii) reviews and inspections required or permitted by this Agreement; iv) certifying utilities for compliance and use; and iv) except as otherwise set forth in Section 8.2 and 18.7, any action or suit relating to this Agreement or the development of the Property. Concurrent with the full execution of this Agreement, the Developer shall deposit the sum of \$25,000.00 in escrow to cover such costs. The City may, from time to time, withdraw funds from such escrow to pay costs, expenses, and charges the Developer is required to pay; provided however, that concurrent with each such withdrawal the City shall provide the Developer with an itemized statement showing the costs, expenses and charges incurred, the amount withdrawn from escrow to pay them, and the amount remaining in escrow. Any excess amount remaining in escrow on December 31, 2023, shall be promptly refunded to the Developer. Any costs, expenses, or charges exceeding the escrow amount (or incurred after the escrow account is closed) shall be billed by the City and paid by the Developer in conformance with Section 12.2 below.
- 12.2. City Billing Procedure. Whenever this Agreement permits the City to demand payment from the Developer or requires the Developer to reimburse the City, the City shall invoice the Developer for the amount due. Each amount invoiced by the City to the Developer shall be due and payable 30 days after the date of the applicable invoice. If the Developer fails to pay any amount on before the date such amount is due, the Developer shall be deemed in default of this Agreement. Any invoice for reimbursement shall itemize the amounts previously incurred by the City for which

reimbursement is sought.

- 12.3. Developer Billing Procedure. Whenever this Agreement permits the Developer to demand reimbursement from the City, the Developer shall invoice the City for the amount due. Each amount invoiced by the Developer to the City shall be due and payable 30 days after the date of the applicable invoice. If the City fails to pay any amount on before the date such amount is due, the City shall be deemed in default of this Agreement. Any invoice for reimbursement shall itemize the amounts previously incurred by the Developer for which reimbursement is sought.
13. FINANCIAL GUARANTEES. Prior to release of the Final Plat, unless otherwise stated, the Developer shall provide the following financial guarantees.
 - 13.1. Guarantee for Municipal Improvements.
 - 13.1.1. Letter of Credit. To assure the installation of all Municipal Improvements in a good and workmanlike manner and the Developer's faithful performance of its obligations under this Agreement, the Developer shall provide the City with an irrevocable letter of credit from a U.S. bank with a physical branch location in Minnesota, the form of which shall be satisfactory to the City (the "Letter of Credit for the Municipal Improvements") in the amount of \$889,044.00 (which equals 120% of the cost of the Municipal Improvements). If the Developer fails to install the Developer Installed Municipal Improvements in accordance with the provisions of this Agreement, fails to reimburse the City for the Developer Funded Municipal Improvements as required herein, or otherwise breaches its obligations under this Agreement, the City shall notify the Developer in writing of such breach. If the Developer fails to cure the breach within 30 days of receipt of the City's written notice the City may declare a default under the Agreement. Thereafter, the City may draw upon the Letter of Credit for the Municipal Improvements in such amount as is reasonably adequate to cure the breach. The Letter of Credit for the Municipal Improvements shall be renewable on an annual basis and shall require the issuer to give the City notice at least 30 days prior to the date of renewal.
 - 13.1.2. Release/Reduction of Letter of Credit. The Developer may apply to the City for a release of all or a portion of the Letter of Credit for the Municipal Improvements as follows:
 - 13.1.2.1. When another irrevocable letter of credit acceptable to the City is furnished to the City to replace the Letter of Credit for the Municipal Improvements.
 - 13.1.2.2. When the Municipal Improvements, excepting the wear course of pavement, have been substantially completed and accepted by the City Engineer, the Developer may apply for a 50% reduction in the Letter of Credit for the Municipal Improvements and the City shall grant such request provided a new letter of credit acceptable to the City for the remaining 50% is furnished to the City by the Developer.

13.1.2.3. When all of the Municipal Improvements, including the wear course of pavement, have been completed and the warranty bond required by Section 7 of this Agreement has been provided to the City, the Developer may apply to have the Letter of Credit for Municipal Improvements released in its entirety and the City shall grant such request.

13.2. Guarantee for the Landscape Improvements.

13.2.1. Letter of Credit. To assure the installation of all Landscape Improvements in a good and workmanlike manner, the proper growth of all plants for the period of 2 years after installation, and the Developer's faithful performance of its obligations under this Agreement, the Developer shall provide the City with an irrevocable letter of credit from a U.S. bank with a physical branch location in Minnesota, the form of which shall be satisfactory to the City (the "Letter of Credit for the Landscape Improvements") in the amount of \$56,562.00, which equals 100% of the cost of the Landscape Improvements). If the Developer fails to install and maintain the Landscape Improvements in accordance with the provisions of this Agreement, fails to replace a plant not growing properly, or otherwise breaches this Agreement, the City shall notify the Developer in writing of such breach. If the Developer fails to cure the breach within 30 days of receipt of the City's written notice the City may declare a default under the Agreement. Thereafter, the City may draw upon the Letter of Credit for the Landscape Improvements in such amount as is reasonably adequate to cure the breach. Such Letter of Credit for the Landscape Improvements shall be renewable on an annual basis and shall require the issuer to give the City notice at least 30 days prior to the date of renewal.

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

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

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

13.3. Expiration. If any letter of credit required by this Section 13 will expire pursuant to its terms prior to the time that all money or obligations of the Developer are paid or completed pursuant to this Agreement, the Developer shall provide the City with a new letter of credit, acceptable to the City, at least 30 days prior to the expiration of such expiring letter of credit. If the City does not receive a new letter of credit as required above, the City may declare the Developer in default of this Agreement and draw, in whole or in part at the City's discretion, upon the expiring letter of credit to

avoid the loss of surety.

- 13.4. Failure to Perform. If, after any notice required hereunder and the expiration of any applicable cure period, the Developer is in default of this Agreement or otherwise fails to perform any of the duties, conditions or terms of this Agreement in the time permitted herein, or in such extended time as may be granted in writing by the City Council, the City shall be entitled to draw on any letter of credit provided by the Developer pursuant to this Section 13, to enter the Property, and to cure the default. If the default consists of the Developer's failure to install any of the Improvements in accordance with the provisions of this Agreement, the City shall cure the default by performing the work in accordance with this Agreement and the Plans. The City may reimburse itself for all costs and expenses, including, but not limited to reasonable legal and consulting fees, arising out of, or related to, curing the Developer's default from letter of credit funds. The Developer shall indemnify, hold harmless, and defend the City, its officers and employees against any and all liability, loss, costs, damages, expenses, claims, actions, or judgments, including reasonable attorneys' fees which the City, its officers or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of the City exercising its power under this Section 13.4.
- 13.5. Costs. The City's costs for processing any letter of credit reduction or release request shall be billed to the Developer at \$125.00 per hour with a minimum of 1 hour per reduction or release and shall be paid by the Developer to the City within 30 days of billing. Any request for reduction or release of a letter of credit shall be either approved or denied within 30 days of being made in writing to the City.
- 13.6. Deficiency. If any of the sureties described in this Section 13 are used by the City and found to be deficient in amount to pay or reimburse the City in total as required herein, the Developer agrees that upon being billed by the City, the Developer will pay the deficiency amount to the City within 10 days of receipt of such billings to the Developer. If the Developer fails to pay, the City may assess all costs, including, but not limited to, staff time, reasonable engineering fees and legal fees against each lot in the Development for which an occupancy has not then been issued by the City. The Developer acknowledges that the City has the authority, pursuant to Minnesota Statutes Chapters 412 and 429, to specially assess property benefited by improvements. If there is an overage in the amount of utilized security the City shall, upon making such determination, refund to the Developer any monies in the City's possession that are in excess of the surety needed by the City. In addition to the above, the City may seek a civil judgment against the Developer.
14. PROOF OF TITLE/ATTORNEY REVIEW. Prior to release of the Final Plat, the Developer shall provide an updated and certified Abstract of Title and/or Registered Property Abstract as required by Minn. Stat. §505.03, or in the alternative, the Developer may provide a commitment for a title insurance policy for the Property, as platted, naming the City as the proposed insured and with the amount of coverage for this policy being equal to \$10,000.00 per acre dedicated to the City (including streets, rights-of-way, park dedication, outlot conveyances, and drainage and utility easements). The evidence of title shall be subject to

the review and approval of the City Attorney to determine which entities must execute the Final Plat and other documents to be recorded against the Property. The Developer shall cause a title insurance policy to be issued consistent with each commitment for a title insurance policy provided by the Developer and the requirements of the City Attorney and with an effective date on which the Final Plat is recorded (the City will not issue any certificate of occupancy until it is provided with the title insurance policy). Further, the Developer shall provide the City with evidence, which sufficiency shall be determined by the City, that all documents required to be recorded pursuant to this Agreement and by the City Attorney are recorded and all conditions for release of the Final Plat have been met prior to the City approving any building permits or other permits applicable to the development of the Property.

15. REPRESENTATIONS AND WARRANTIES OF DEVELOPER. The Developer, as an inducement to the City to enter into this Agreement, hereby represents, warrants, and covenants to the City as follows:
 - 15.1. Authorization. The Developer is an organized limited liability company under the laws of the State of Delaware and is in good standing and authorized to do business in Minnesota. The Developer has full authority to enter into this Agreement and make it binding on itself and its successors and assigns, and to make this Agreement, and the covenants herein, binding upon and running with the Property. This Agreement shall not become effective until it is executed and delivered by the City and the Developer.
 - 15.2. Ownership. The Developer has a fee ownership interest in the Property.
 - 15.3. Execution No Violation. The execution, delivery and performance of this Agreement does not and will not result in any breach of, or constitute a default under, any indenture, mortgage, contract, agreement, or instrument to which the Developer is a party or by which it, or the Property, is bound.
 - 15.4. Litigation. There are no pending actions or proceedings, or to the knowledge of the Developer, threatened actions or proceedings before any court or administrative agency that will adversely affect the Property or the ability of the Developer to perform its obligations under this Agreement.
 - 15.5. Compliance. The Developer will comply with and promptly perform all the Developer's obligations under this Agreement and all related documents and instruments.
 - 15.6. Wetlands. As of the date of this Agreement, the Property and the proposed development thereof complies with the Wetland Conservation Act.
 - 15.7. Environmental Laws. To the best of the Developer's knowledge, as of the date of this Agreement, the Developer is not in violation of any local, state, or federal environmental law, regulation, or review procedure, which would give any person a valid claim under the Minnesota Environmental Rights Act with respect to the Property.
16. DEFAULT. If the Developer, its successors or assigns breaches any of the covenants or

agreements herein contained and any such violation remains uncured for more than 30 days after the City gives the Developer notice of the breach (unless another provision of this Agreement calls for a shorter cure period, in which case the shorter period shall apply), the City may draw and/or utilize the deposited escrow funds, letters of credit, or other surety funds to complete the Developer's obligations as set forth herein, and to the extent not satisfied from such funds, to bring legal action against the Developer to collect any sums due pursuant to this Agreement. In the event of an uncured breach, the Developer hereby grants the City and the City's employees, representatives, or agents the right to enter the Property to perform any act deemed necessary by the City to cure the Developer's breach. In addition to the above, the City may initiate any legal action allowed by law, including, but not limited to, injunctive relief for compliance with this Agreement.

17. NOTIFICATION INFORMATION. Any notice to the parties herein shall be deemed to have been given or delivered if sent by certified mail addressed as follows or by email with a return receipt requested:

If to the City:

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

If to the Developer:

M/I Homes of Minneapolis/St. Paul, LLC
5354 Parkdale Drive #100
St. Louis Park, MN 55416
Attn: John Rask, Vice President of Land
Email: jrask@mihomes.com

18. MISCELLANEOUS.

- 18.1. Runs with the Property. The terms and conditions of this Agreement shall be binding on the parties hereto, their respective successors and assigns. The benefits and burdens of this Agreement run with the Property. Notwithstanding the foregoing, no conveyance of the Property or any part thereof shall relieve the Developer of its personal liability for full performance of this Agreement unless the City expressly releases the Developer in writing.
- 18.2. Recording. This Agreement shall be recorded against the Property by the City. Further, the Developer agrees that the Final Plat will be filed with Carver County, Minnesota, within 6 months of the date that the Final Plat is approved by the City Council.
- 18.3. Compliance. Use of the Property shall be consistent and comply with federal, state, and local regulation.
- 18.4. Interest on Past Due Amounts. In addition to all other remedies available to the City under this Agreement, amounts owed the City and not paid when due shall accrue

interest at the rate of 8% per annum from the date due until the date actually paid.

- 18.5. **Construction of Agreement.** This Agreement, the attached exhibits, the incorporated instruments pursuant to Section 1 of this Agreement and any addenda or amendments signed by the parties shall constitute the entire agreement between the parties, and they supersede any other written or oral agreements between the parties as it relates to the terms and obligations contained herein. The word “including” shall mean including without limitation. The parties intend that each representation, warranty, and covenant contained in this Agreement have independent significance. The captions used in this Agreement are for convenience only and do not constitute terms of the Agreement. Whenever required by the context of the Agreement, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neutral genders, and vice versa.
- 18.6. **Warranty of Authority.** The Developer warrants and guarantees it has the authority to enter into this Agreement and to make it a covenant on the Property binding all current and future owners.
- 18.7. **Attorneys’ Fees.** The City and the Developer agree that, if a suit or action is brought to enforce the terms of this Agreement, or if an action is brought upon a letter of credit furnished by the Developer as provided herein, the non-prevailing party shall pay the prevailing party’s reasonable attorneys’ fees and legal costs.
- 18.8. **Severability.** If one or more of the provisions contained in this Agreement are found to be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions, and any application thereof, shall not be affected or impaired.
- 18.9. **Data Practices Compliance.** The Developer will have access to data collected or maintained by the City to the extent necessary to perform the Developer’s obligations under this Agreement. The Developer agrees to maintain all data obtained from the City, as it relates to the Municipal Improvements, in the same manner as the City is required under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 or other applicable law (the “Act”). The Developer will not release or disclose the contents of data classified as not public to any person except at the written direction of the City. Upon receipt of a request to obtain and/or review data as defined in the Act, the Developer will immediately notify the City. The City shall provide written direction to the Developer regarding the request within a reasonable time, not to exceed 10 days. The City agrees to indemnify, hold harmless and defend the Developer for any liability, expense, cost, damage, claim, and action, including reasonable attorneys’ fees arising out of, or related to, the Developer complying with the City’s direction. Subject to the above, the Developer agrees to defend and indemnify the City from any claim, liability, damage, or loss asserted against the City as a result of the Developer’s failure to comply with the requirements of the Act. Upon termination and/or completion of this Agreement, the Developer agrees to return all data to the City, as requested by the City.
- 18.10. **Governing Law.** This Agreement shall be governed by, construed, and enforced in

accordance with the laws of Minnesota.

- 18.11. Time is of the Essence. Time is of the essence in the performance of the terms and obligations of this Agreement.
- 18.12. Survival. Any obligations in this Agreement to indemnify or hold another party harmless shall survive the expiration or earlier termination of this Agreement.
- 18.13. Modification. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party. It is understood subsequent agreements may be necessary to complete the understandings of the parties relating to necessary improvements and uses of the Property.
- 18.14. Prior Development Agreements. If the City is a party to another development agreement regarding the Property, there shall be no merger of this Agreement with the prior agreement. If any provision of this Agreement conflicts with a provision in a prior development agreement, the provision contained in this Agreement shall control.
- 18.15. Non-Waiver. The action or inaction of the City or the Developer shall not constitute a waiver or amendment of the provisions of this Agreement. The waiver by or the failure of the City or the Developer to enforce any particular section, portion, or requirement of this Agreement at any particular time shall not in any way constitute a waiver of any other section, provision, requirement, time element, or the right to enforce such provision at a subsequent time. To be binding, any amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's or the Developer's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- 18.16. Cumulative Rights. Each right, power, or remedy herein conferred upon the City or the Developer is cumulative and in addition to every other right, power, or remedy, express or implied, now or hereinafter arising, available to the City or the Developer, at law or in equity, or under any other agreement, and each and every right, power, and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City or the Developer and will not be a waiver of the right to exercise at any time thereafter any other right, power, or remedy.

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

[Signature pages follow.]

SIGNATURE PAGE TO DEVELOPMENT AGREEMENT FOR ORCHARD PARK 3RD ADDITION

CITY OF WACONIA

By: _____
Kent Bloudek
Its: Mayor

By: _____
Shane Fineran
Its: City Administrator

STATE OF MINNESOTA)
)
COUNTY OF CARVER)

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

Notary Public

SIGNATURE PAGE TO DEVELOPMENT AGREEMENT FOR ORCHARD PARK 3RD ADDITION

M/I Homes of Minneapolis/St. Paul, LLC

By: _____
John Rask
Its: Vice President of Land

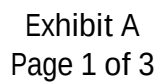
STATE OF MINNESOTA)
)
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by John Rask, Vice President of Land, M/I Homes of Minneapolis/St. Paul, LLC, a Delaware limited liability company, for and on behalf of the company.

Notary Public

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

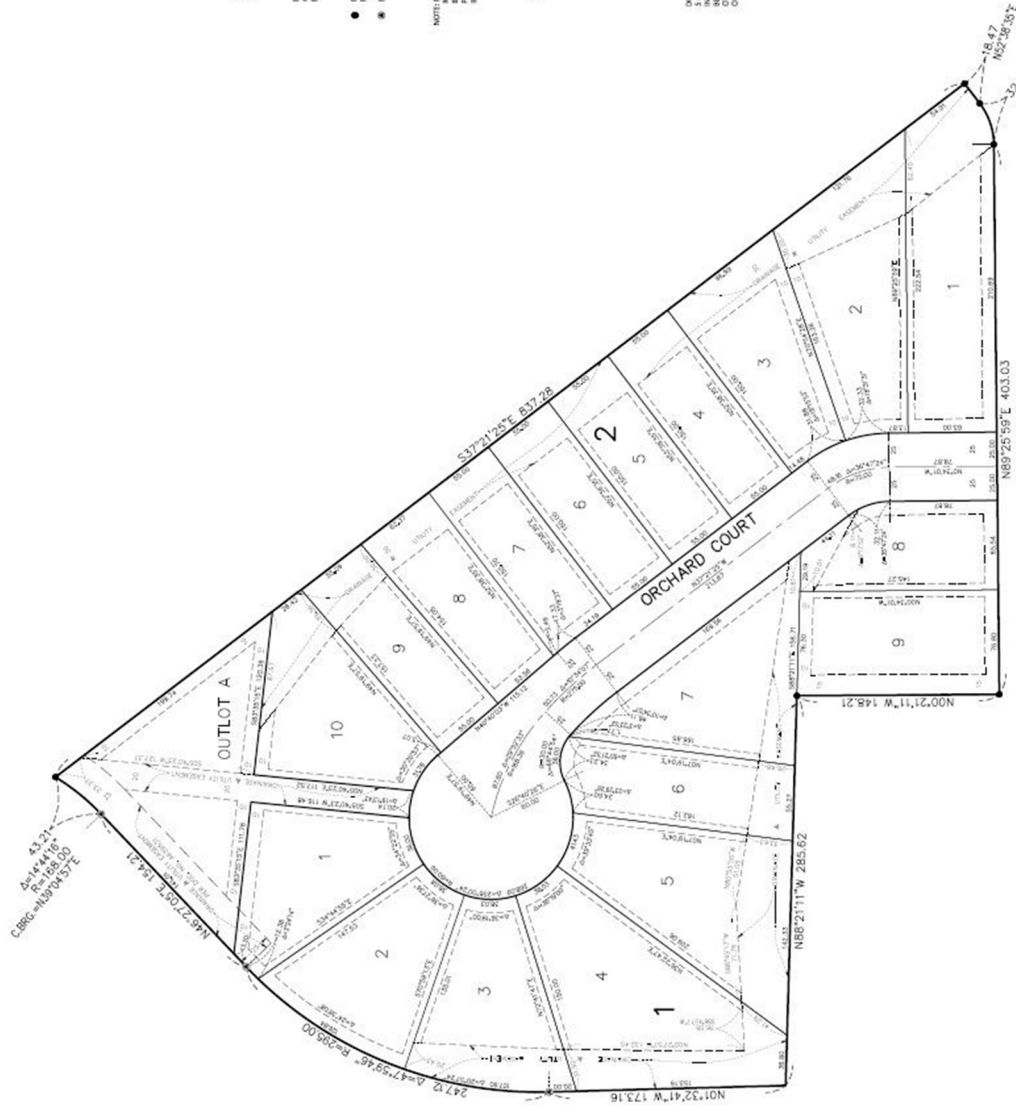
Final Plat for Orchard Park 3rd Addition



ORCHARD PARK 3RD ADDITION

PLAT FILE NO.
GR. DOC. NO.

INSET A

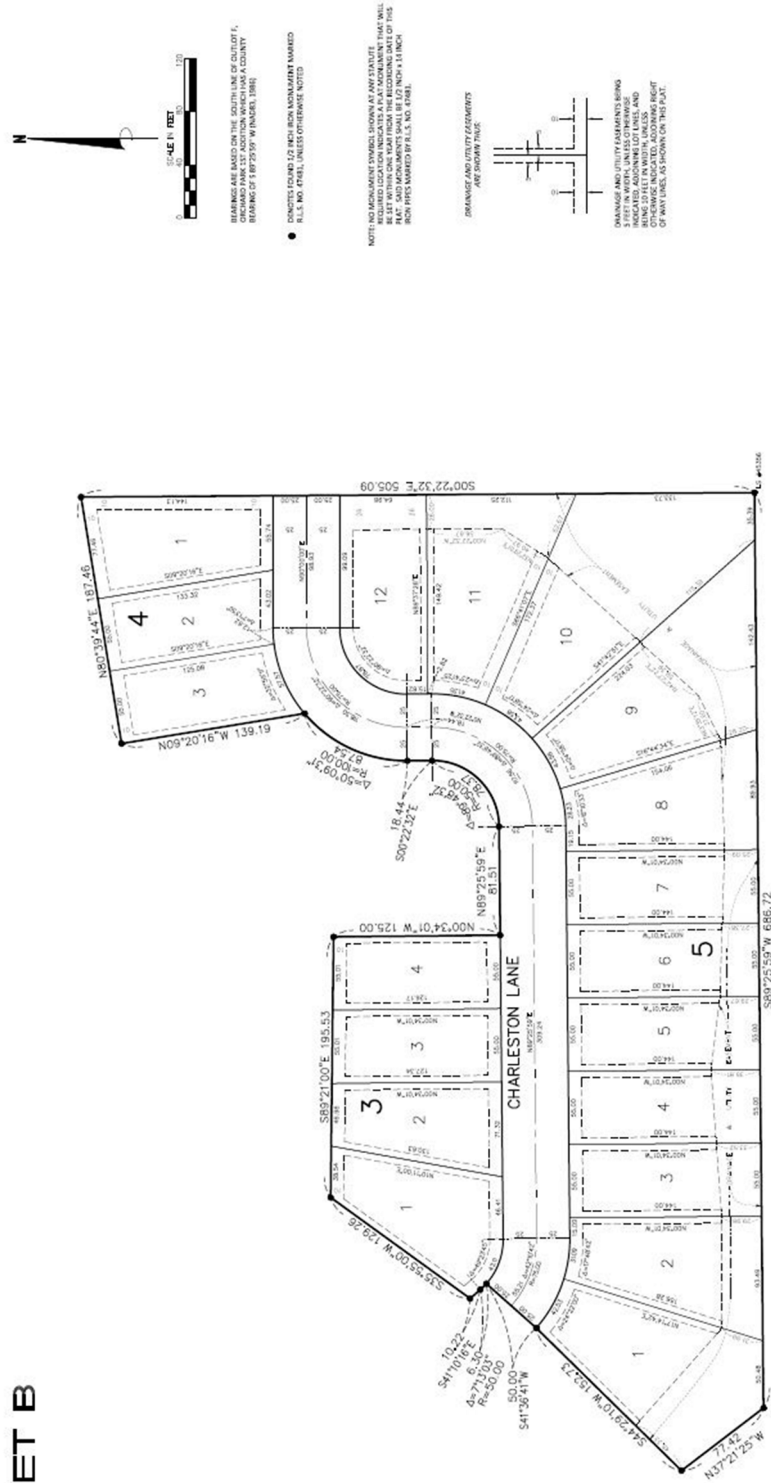


JAMES R. HILL, INC.

ORCHARD PARK 3RD ADDITION

PLAT FILE NO.
CR. DOC. NO.

INSET B



JAMES R. HILL, INC.
SURVEYORS & ENGINEERS

EXHIBIT B Preliminary Plat for Orchard Park

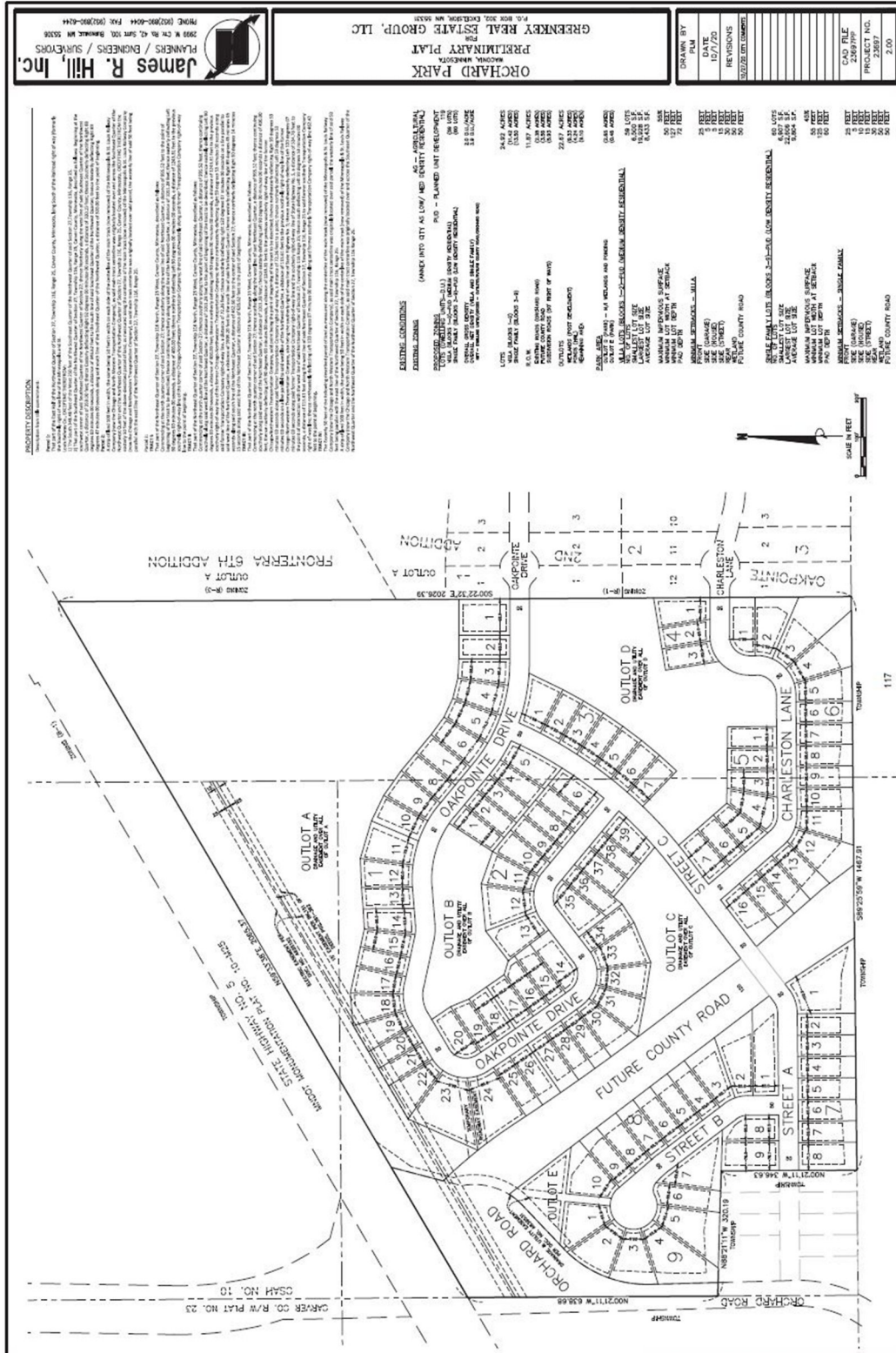
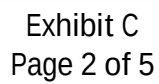


Exhibit A
Page 4 of 3

Landscape Plans





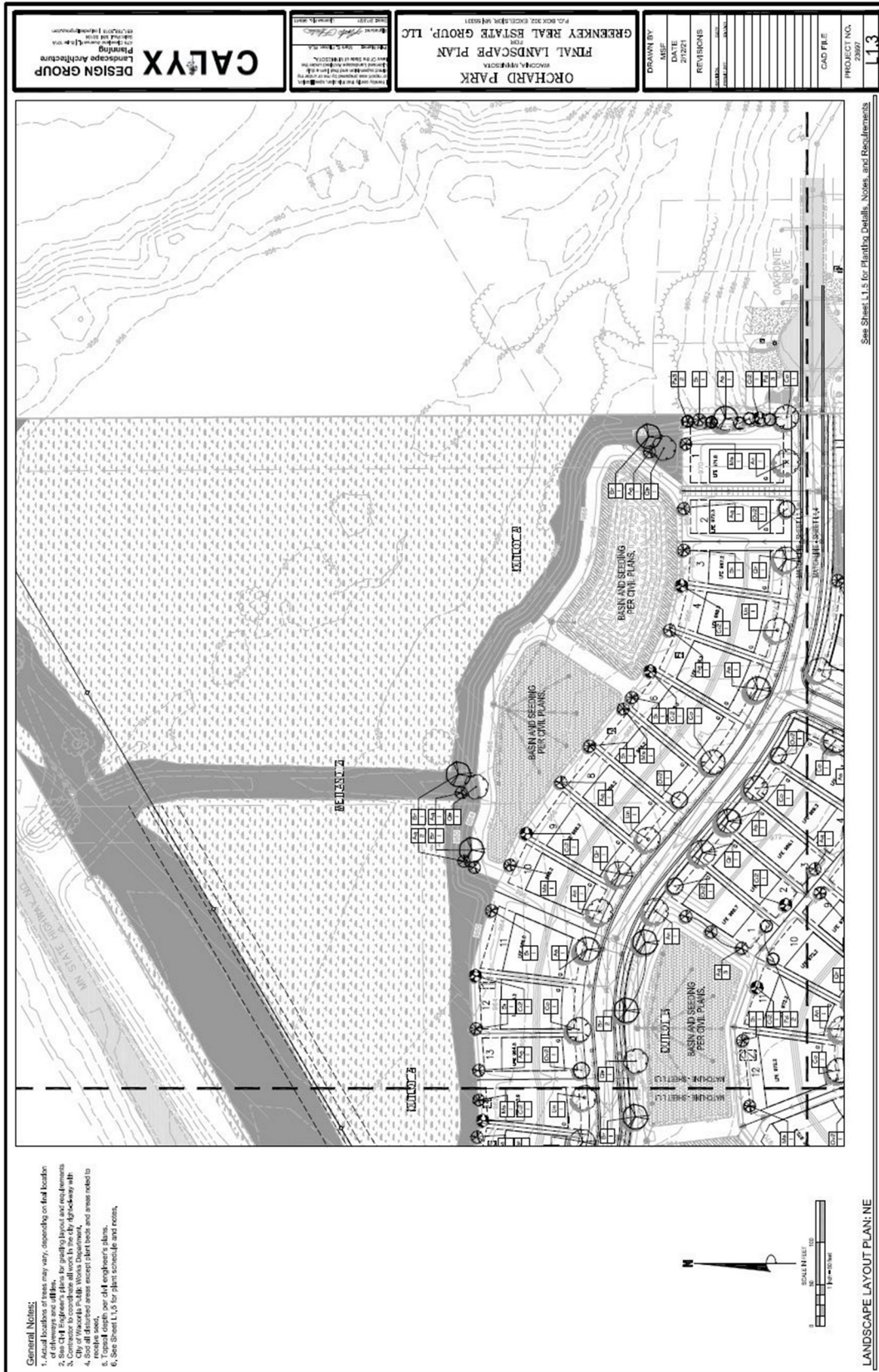


Exhibit C
Page 3 of 5

Landscape Notes:

CALYX
DESIGN GROUP
Landscape Architecture
Planting
2015, 2016, 2017
2018, 2019, 2020
2021, 2022, 2023
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ORCHARD PARK
LANDSCAPE DETAILS
GREENKEY REAL ESTATE GROUP, LLC
P.O. BOX 302, GREENSBORO, NC 27433

DRAWN BY	MSF
DATE	2/12/21
REVISIONS	
CAD FILE	
PROJECT NO.	23697
	115

CONSENT AND SUBORDINATION BY MORTGAGEE

In consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, [insert name of lender], as mortgagee under that certain [insert title of mortgage document] dated [insert date] and recorded [insert date] as Document No. [insert recording number] in the office of the Carver County Recorder, Carver County, Minnesota (the "Mortgage") hereby consents to the Development Agreement to which this instrument is attached (the "Agreement") and subordinates the Mortgage and the liens created by the Mortgage to the Agreement and the easements, covenants, obligations and other matters contained in the Agreement.

IN WITNESS WHEREOF, the undersigned has caused its duly authorized representative to execute this Consent and Subordination by Mortgagee as of [insert date].

[INSERT NAME OF LENDER]

Signature

Name (Printed)

Title

STATE OF MINNESOTA)
) ss.:
COUNTY OF CARVER)

The foregoing was acknowledged before me this ____ day of _____, [insert year] by [insert name of person signing for lender], the [insert title of person signing for lender] of [insert name of lender], a [insert state type of lender], on behalf of the [insert name of lender].

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

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



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		June 6, 2022					
Item Name:		Car Wash Donation for Organizational Use					
Originating Department:		Finance					
Presented by:		Nicole Meyer					
Previous Council Action (if any):							
Item Type (X only one):	Consent	☒ X	Regular Session	☐	Discussion Session	☐	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution 2022-158, Accepting Car Wash Donation for Organizational Use							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Staff received a gift certificate from Sota Shine Car Wash for 7 washes at a value of \$27.95 each. Staff is requesting acceptance of the donation for organizational use by the fire department. The department will use these car washes to keep the command vehicles clean. The total value of the donation is \$195.65. <u>Attachments:</u> 1. 22158res Donation_Received_Fire_Sota_Shine_Car_Wash.doc							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
None							
Budget Information:				Planning Commission			
☐ Budgeted				Parks and Recreation Board			
☒ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2022-158**

RESOLUTION ACCEPTING CAR WASH DONATION FOR ORGANIZATIONAL USE

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>
Sota Shine Car Wash	7 Car Washes	\$195.65

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 providing meal or beverages for staff or city council meeting use.
3. That the Finance Director is hereby directed to issue receipts to the donor acknowledging the City's receipt of the donor's contribution.

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

Kent Bloudek, Mayor

ATTEST: _____
Shane Fineran, City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		June 6, 2022					
Item Name:		Updated Allocation of American Rescue Act (ARPA) Funding					
Originating Department:		Finance					
Presented by:		Nicole Meyer					
Previous Council Action (if any):		Resolution 2022-108 - Dated April 4, 2022 - Resolution Approving Allocation of American Rescue Act (ARPA) Funding					
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. 2022-159, Approving Updated Allocation of American Rescue Act (ARPA) Funding							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
On April 4, 2022, the City Council by resolution approved the following allocation of the City's \$1,351,821.28 allocation of American Rescue Plan (ARPA) funds: • <u>Funds already approved for spending in 2021:</u> ◦ Granicus software - \$13,452.00 ◦ Barriers for outdoor cafes – \$22,085.00 ◦ Hands free faucets for water treatment facility – \$2,800.00 ◦ Total: \$38,337.00 ◦ Remaining: \$1,313,484.28 Remaining allocation to the following projects (previously approved): • Inclusive Playground Project - Allocate up to \$150,000 for this project to be completed in 2022 as specified in the City's capital improvement plan. • Water and Sewer Infrastructure Projects in Downtown Area - Allocated remaining funds (approximately \$1,163,484.28) to reduce the amount of water and sewer debt to be issued for funding of the 2022, 2023, and 2024 infrastructure improvement projects in the downtown area. Staff is requesting the following updates for the remaining allocation of funds: • Inclusive Playground Project - Allocate up to \$150,000 for this project to be completed in 2022 as specified in the City's capital improvement plan. Although the Christopher Reeve's grant was not received by the City, this allocation appears to still be sufficient to cover the project costs along with donations, other grants, and funding allocations. • Granicus Software - the City Council approved this project in 2021 by resolution. The annual costs for this agenda software were planned to be paid with ARPA funds in 2021-2024 as stated in the approving resolution. The total annual fees are approximately \$13,500. A total of \$40,500 of the funds need to be committed for the continued use of the software. When ARPA funds are no longer available, the City will need to consider this expenditure in the regular General Fund technology budget. • Water and Sewer Infrastructure Projects in Downtown Area - Allocated remaining funds (approximately \$1,122,984.28) to reduce the amount of water and sewer debt to be issued for funding of the 2022, 2023, and 2024 infrastructure improvement projects in the downtown area. The City has until December 31, 2024 to spend the funds allocated. Finance staff will continue to update the City Council on changes that need to be made to future allocations. Staff will report these expenditures on an annual basis to the Treasury Department as required by law.							

Attachments:

1. [22159res_ARPA_Funding_Allocation_Updated_06.06.22.doc](#)

FINANCIAL IMPLICATIONS:

Funding Sources & Uses:

Coronavirus Relief/ARPA Fund (219)

Budget Information:

☐ Budgeted☒ Non Budgeted☐ Amendment Required***ADVISORY BOARD RECOMMENDATIONS:***

Planning Commission

Parks and Recreation Board

Safari Island Advisory Board

Other

**CITY OF WACONIA
RESOLUTION NO. 2022-159**

**RESOLUTION APPROVING UPDATED ALLOCATION OF AMERICAN RESCUE ACT
(ARPA) FUNDING**

WHEREAS, the U.S. Department of Treasury published the final rule for American Rescue Act (ARPA) funds on January 6, 2022, with an effective date of April 1, 2022; and

WHEREAS, under the final rule recipients may elect a standard allowance of \$10 million to spend on government services through the period of performance (all funds spent by December 31, 2024); and

WHEREAS, the City of Waconia will receive a total distribution of approximately \$1,351,821.28 and recognizes this full amount as revenue lost due to the public health emergency under the final rule; and

WHEREAS, approval for the following government service expenditures were approved in 2021:

Granicus software - \$13,452 – providing online tools for council and board meetings
Barriers for outdoor cafes – \$22,085 – providing dining establishments with outdoor café space
Hands free faucets for water treatment facility – \$2,800 – providing staff hands free options at City facilities
Total: \$38,337.00

WHEREAS, the remaining allocation of \$1,313,484.28 is planned to be spent on the following government services; and

Inclusive Playground Project – Approximately \$150,000 – Add outdoor recreational space to the community for families for several years to come.

Granicus Software - the City Council approved this project in 2021 by resolution. The annual costs for this agenda software were planned to be paid with ARPA funds in 2021-2024 as stated in the approving resolution. The total annual fees are approximately \$13,500. A total of \$40,500 of the funds need to be committed for the continued use of the software. When ARPA funds are no longer available, the City will need to consider this expenditure in the regular General Fund technology budget.

Water and Sewer Infrastructure Project – Remaining Funds of approximately \$1,122,984.28 – Fund portions of the 2022, 2023, and 2024 water and sewer infrastructure replacement in the downtown core of Waconia. This assisting in reducing impacts to user fees for replacement of aged infrastructure.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Waconia hereby approves the updated allocation of American Rescue Act (ARPA) funding as specified above.

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

Kent Bloudek, Mayor

ATTEST: _____
Shane Fineran, City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		June 6, 2022					
Item Name:		Amendment to Solar Garden Subscription Agreement					
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>							
Resolution 2022-160, Approving Amendment to Community Solar Garden Subscription Agreement with Novel Solar Three LLP							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Staff reviewed with Novel Solar Three LLP the current capacity amounts under our community solar garden agreement. The City has additional capacity that can be captured as part of the solar garden which in turn produces savings to the City in electricity expenditures. The City had \$24,672.18 in savings in 2021 from its participation in community solar garden agreements. Staff request approval of this amendment to add more capacity to our current agreement with Novel Solar to start taking advantage of additional energy cost savings.							
Attachments:							
1. 22160Res_ - Novel_Solar_Agreement_Amendment__2.doc 2. Waconia 3rd Amendment - Increased Capacity.docx							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information:				Planning Commission			
_____ Budgeted				Parks and Recreation Board			
_____ Non Budgeted				Safari Island Advisory Board			
_____ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2022-160**

**RESOLUTION APPROVING AMENDMENT TO COMMUNITY SOLAR GARDEN
SUBSCRIPTION AGREEMENT FOR NOVEL SOLAR THREE LLP**

WHEREAS, the City Council approved a solar garden subscription agreement with Novel Three LLP on January 2, 2018 to participate in the Xcel Solar Rewards Community Program; and

WHEREAS, the City currently has two agreements with Novel Three LLP. One for general services and a second for small general services; and

WHEREAS, an amendment has been provided to amend the agreements to add additional capacity; and

WHEREAS, adding additional capacity will result in additional cost savings to the City for energy expenses; and

WHEREAS, the City experienced \$24,672.18 in cost savings in 2021 from its participation in community solar garden agreements.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Waconia hereby approves the amendment to the community solar garden subscription agreement for Novel Solar Three LLP.

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

Kent Bloudek, Mayor

ATTEST: _____
Shane Fineran, City Administrator

THIRD AMENDMENT TO COMMUNITY SOLAR GARDEN SUBSCRIPTION AGREEMENT

THIS THIRD AMENDMENT TO SOLAR GARDEN SUBSCRIPTION AGREEMENT (this “**Amendment**”) is entered into and effective as of _____, 2022 (the “**Effective Date**”) between Novel Solar Three LLC, as successor in interest to Novel Solar Three LLP, with a principal place of business located at 1 Landmark Square, Suite 320, Stamford CT 06901 (“**Novel Three**”), and City of Waconia, Minnesota, a Minnesota municipal corporation (“**Subscriber**”). Each of Novel Three and Subscriber is sometimes referred to herein, individually as a “**Party**” and, collectively, as the “**Parties**.”

RECITALS

WHEREAS, Novel Three and Subscriber are parties to a Solar Garden Subscription Agreement dated as of January 16, 2018, as amended by that certain First Amendment to Subscription Agreement dated August 17, 2018, (the “**Subscription Agreement**”), pursuant to which Subscriber acquired an allocation of capacity in a community solar garden owned and operated by Novel Three and related rights to Bill Credits associated with the Delivered Energy associated with the Subscriber’s Allocated Percentage;

WHEREAS, pursuant to Section 13(d) of the Subscription Agreement, the Parties may mutually agree to amend, modify or supplement the Subscription Agreement;

WHEREAS, the Parties desire to amend the Subscription Agreement upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Defined Terms. Capitalized terms used but not defined in this Amendment shall have the respective meanings ascribed to them in the Subscription Agreement.

2. Amendment. Effective as of the Effective Date:

(a) Section 2(b) of the Subscription Agreement shall be deleted in its entirety and replaced with the following:

Allocation. The capacity of the Project is four thousand five hundred and sixty-eight (4,568) kilowatts ("kW") direct current ("DC") (the "Project Capacity"). MNCS will allocate up to 40% of the Project Capacity to Subscriber, (the "Percentage Allocation"), such that the Percentage Allocation does not exceed Subscriber’s 120% Xcel threshold for Bill Credits.

(b) Exhibit A of the Subscription Agreement shall be deleted in its entirety and replaced with Exhibit attached hereto and incorporated herein..

3. Continuing Effect. Except as hereby amended, the Subscription Agreement is in full force and effect and the Parties hereby reaffirm the provisions therein. In the event of any inconsistency or conflict between the provisions of the Subscription Agreement and this Amendment, the provisions of this Amendment will prevail and govern. All references to the “Agreement” in the Subscription Agreement shall hereinafter refer to the Subscription Agreement as amended by this Amendment.

4. Further Assurances. Subject to the terms of this Amendment, the Parties hereto shall take all reasonable and lawful action as may be necessary or appropriate to cause the intent of this Amendment to be carried out.

5. Severability. If any article, section, phrase or portion of this Amendment is, for any reason, held or adjudicated to be invalid, illegal, or unenforceable by any court of competent jurisdiction, such article, section, phrase, or portion so adjudged will be deemed separate, severable, and independent and the remainder of this Amendment will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication, provided the basic purpose of this Amendment and the benefits to the Parties are not substantially impaired, and provided further, however, that the Parties shall enter into negotiations concerning the terms affected by such decisions for the purpose of achieving conformity with requirements of any applicable legal requirements and intent of the Parties.

6. Successors and Assigns. This Amendment shall be binding upon the Parties and their respective successors and assigns. The terms and conditions of this Amendment shall survive the consummation of the transfers provided for herein.

7. Counterparts. This Amendment may be executed in one or more counterparts (including by facsimile or PDF), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8. Governing Law. This Amendment shall be governed by, and construed in accordance with, the applicable laws of the State of Minnesota, without regard to the conflicts of law provisions thereof or of any other jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the Parties has caused this Amendment to be duly executed and delivered, intending to be legally bound hereby, as of the Effective Date.

SUBSCRIBER:

By: _____
Its: _____

NOVEL SOLAR THREE LLC

BY: GSPP MN FUND I, LLC, its Manager

BY: GSPP MN CLASS B, LLC, its Managing Member

BY: GSPP HOLDCO, LLC, its Manager

BY: _____

Name: SCOTT KERNER

Title: Manager

EXHIBIT A

Schedule of Estimated Production and Subscription Payment

Estimated Annual Delivered Energy on the Commercial Operation Date, and continuing through the Term, with respect to the Systems under the Agreement shall be as follows:

Year	Project Total Energy Production	Subscriber Energy Production	Bill Credit Rate	Estimated Total Bill Credit	MNCS Subscription Rate	MNCS Annual Subscription	Estimated Annual Savings
1	6,120,153	2,112,420	\$0.1241	\$262,151.34	\$ 0.1141	\$241,027.13	\$21,124.20
2	6,089,552	2,101,858	\$0.1255	\$263,783.18	\$ 0.1141	\$239,822.00	\$23,961.18
3	6,059,104	2,091,349	\$0.1277	\$267,065.23	\$ 0.1141	\$238,622.89	\$28,442.34
4	6,027,731	2,080,520	\$ 0.1312	\$ 272,964.21	\$ 0.1141	\$237,387.32	\$35,576.89
5	6,014,172	2,075,840	\$ 0.1348	\$ 279,839.84	\$ 0.1141	\$236,853.34	\$42,986.49
6	5,984,101	2,065,461	\$ 0.1385	\$ 286,097.76	\$ 0.1141	\$235,669.08	\$50,428.68
7	5,954,181	2,055,133	\$ 0.1423	\$ 292,495.62	\$ 0.1141	\$234,490.73	\$58,004.89
8	5,924,410	2,044,858	\$ 0.1462	\$ 299,036.55	\$ 0.1141	\$233,318.28	\$65,718.27
9	5,894,788	2,034,634	\$ 0.1503	\$ 305,723.76	\$ 0.1141	\$232,151.69	\$73,572.07
10	5,865,314	2,024,460	\$ 0.1544	\$ 312,560.50	\$ 0.1141	\$230,990.93	\$81,569.58
11	5,835,987	2,014,338	\$ 0.1586	\$ 319,550.14	\$ 0.1141	\$229,835.97	\$89,714.16
12	5,806,807	2,004,266	\$ 0.1630	\$ 326,696.08	\$ 0.1141	\$228,686.79	\$98,009.28
13	5,777,773	1,994,245	\$ 0.1675	\$ 334,001.82	\$ 0.1141	\$227,543.36	\$106,458.46
14	5,748,885	1,984,274	\$ 0.1721	\$ 341,470.93	\$ 0.1141	\$226,405.64	\$115,065.29
15	5,720,140	1,974,352	\$ 0.1768	\$ 349,107.08	\$ 0.1141	\$225,273.62	\$123,833.46
16	5,691,539	1,964,481	\$ 0.1817	\$ 356,913.99	\$ 0.1141	\$224,147.25	\$132,766.74
17	5,663,082	1,954,658	\$ 0.1867	\$ 364,895.47	\$ 0.1141	\$223,026.51	\$141,868.96
18	5,634,766	1,944,885	\$ 0.1918	\$ 373,055.45	\$ 0.1141	\$221,911.38	\$151,144.07
19	5,606,593	1,935,161	\$ 0.1971	\$ 381,397.90	\$ 0.1141	\$220,801.82	\$160,596.08
20	5,578,560	1,925,485	\$ 0.2025	\$ 389,926.91	\$ 0.1141	\$219,697.81	\$170,229.10
21	5,550,667	1,915,857	\$ 0.2081	\$ 398,646.65	\$ 0.1141	\$218,599.32	\$180,047.33
22	5,522,913	1,906,278	\$ 0.2138	\$ 407,561.39	\$ 0.1141	\$217,506.33	\$190,055.06
23	5,495,299	1,896,747	\$ 0.2197	\$ 416,675.48	\$ 0.1141	\$216,418.79	\$200,256.69
24	5,467,822	1,887,263	\$ 0.2257	\$ 425,993.39	\$ 0.1141	\$215,336.70	\$210,656.69
25	5,440,483	1,877,827	\$ 0.2319	\$ 435,519.66	\$ 0.1141	\$214,260.02	\$221,259.65
						Total	

**For the purposes of the tables, Term year 1 shall commence on the Commercial Operation Date. The values set forth in the table above are estimates of (i) the kWhs of Delivered Energy expected to be generated annually by the System and (ii) the portion of the Delivered Energy generated annually that is to be allowed to Subscriber pursuant to Subscriber's Allocated Percentage, which amount is derived by multiplying the estimated Delivered Energy by the Subscriber's Allocated Percentage in each year. The table will be updated upon final design of the System; provided, however, any such updated values shall also be estimates and in no event shall any such values (whether or not updated) be considered to be binding in any way on Novel Three.*



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		June 6, 2022					
Item Name:		Approval of Paddle Craft Rack Rental Agreement					
Originating Department:		Public Services					
Presented by:		Craig Eldred					
Previous Council Action (if any):		None					
Item Type (X only one):	Consent	☒ X	Regular Session	☐	Discussion Session	☐	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution 2022-161; Approval of Rental Agreement for Paddlecraft Storage Racks with Never Board, LLC. for Cedar Point Park							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Staff were approached by Audra Lehrke regarding the non-committal of use by an outside organization for the paddle rack's in Cedar Point Park. As a result, we have had multiple discussions on the necessary means to allow for the current paddle rack's to be rented again by an outside entity such as Never Board, LLC. Attached is a copy of the rental agreement. Ms. Lehrke has paid the rental fee's for calendar year 2022, and is expected to execute the final agreement and provide the Proof of Liability and Worker's Compensation items as stated in the agreement. If approved, the City Administrator would execute the document once all of the items have been fully submitted as detailed in the agreement. The agreement does allow for rental of equipment much like it did previously and placement of such trailer may be left in Cedar Point Park on a daily basis throughout the period of the annual agreement period of April 1 through October 31 of each successive year of an approved agreement. Staff recommend approval of this request of action.							
<u>Attachments:</u>							
1. 22161res_Paddlecraft_Resolution.doc 2. 15123 Cedar Point Park Paddlecraft Rack Lease Agreement Revised 22 Never Bored Adventures.docx							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Park Budget							
Budget Information:				Planning Commission			
☒ X Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2022-161**

**RESOLUTION AUTHORIZING APPROVAL OF RENTAL AGREEMENT FOR
PADDLECRAFT STORAGE RACKS WITH NEVER BOARD, LLC. FOR CEDAR POINT
PARK**

WHEREAS, one of the City’s Priorities “People and Connections – engaging people and maximizing the potential of our community and staff”; and

WHEREAS, staff were engaged with Audra Lehrke of Never Board, LLC who desired to manage the paddle craft storage racks; and

WHEREAS, ; rental fee’s associated with the rental agreement have been paid; and

WHEREAS, the City Administrator is authorized to execute the multi-year agreement on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of rental agreement for paddle craft storage racks with Never Board, LLC. for Cedar Point Park.

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

Kent Bloudek, Mayor

Attest: _____
Shane Fineran, City Administrator

RENTAL AGREEMENT
FOR
PADDLECRAFT STORAGE RACKS

The following rental agreement is dated June ____, 2022 and is between the City of Waconia, a Minnesota municipal corporation (the “City”) and Never Bored L.L.C., a Minnesota limited liability company (“Never Bored”).

1. Term of Lease. The term of this agreement shall commence on May 20th, 2022 and expire on October 31, 2024 (the “Lease Term”).
2. Installation & Maintenance of Storage Racks. As part of an Agreement the City installed three (3) paddlecraft storage racks, each having six (6) storage spaces (the “Storage Racks”) at Cedar Point Park, Waconia, Minnesota (the “Park”). The City, in its discretion, shall monitor the condition, make necessary repairs or replace the Storage Racks at the Park as part of its Capital Improvements Projects, or Park Budgetary Process (provided Never Bored may provide nonbinding input to the City regarding both items).
3. Rental.
 - 3.1. Use. The City grants Never Bored Adventures an exclusive right to use the Storage Racks at the Park to store paddlecraft and related equipment between May 1st and October 31th of the first year of the Lease Term and between April 1st and October 31st of each subsequent year during the Lease Term. Further, Never Bored Adventures may: i) place up to two signs on the Storage Racks advertising the services and rentals provided by Never Bored Adventures, provided that Never Bored Adventures shall obtain the prior approval of the City for any such sign, which approval shall not be unreasonably withheld; and ii) in connection with its use of the Storage Racks Never Bored may park one equipment trailer in the Park’s parking lot (the “Parking Lot”) at a location designated by the City between May 1st and October 31st of the first year of the Lease Term and between April 1st and October 31st of each subsequent year of the Lease Term.
 - 3.2. Conditions. Never Bored Adventures rights under this agreement are personal to Never Bored Adventures and Never Bored Adventures is not being granted, nor shall it claim, any right, title or interest in the Storage Racks, the Parking Lot or the Park. As such, Never Bored Adventures may not assign this lease or its rights under this agreement to any other person or entity except as expressly provided in Section 4 below. Further, Never Bored Adventures rights under this agreement are limited to those expressly described herein and shall not be expanded by implication.
 - 3.3. “As Is” Condition. Never Bored Adventures acknowledges the City has made no warranties or representations as to the suitability of the Storage Racks or the Parking Lot for the uses to which Never Bored Adventures intends to put them. Never Bored Adventures acknowledges that is accepting use of the Storage Racks and the Park’s parking lot on an “AS IS,” “WHEREIS,” and “WITH ALL FAULTS” basis.

4. Subleases. Never Bored Adventures may sublease the use of one or more paddlecraft storage spaces in the Storage Racks for a fee set by Never Bored Adventures. No sublease shall extend beyond the Lease Term and each sublease shall include the Paddlecraft Storage Space Disclosure attached as Exhibit A (the "Disclosure"). Never Bored Adventures shall provide the City with an executed original of a Disclosure for each sublease within ten (10) days after each sublease is executed.
5. Rent. Never Bored Adventures shall pay the City an annual rent ("Rent"), based on \$25.00 per storage space, as follows:

First year payment due upon Agreement Execution

Second year payment due April 1, 2023

Third year payment due April 1, 2024

Never Bored Adventures shall deliver each annual Rent payment to the City, on or before the date it is due, at the following address: City of Waconia, Attn: Accounts Receivable, 201 South Vine Street, Waconia, MN 55387.

6. Operation, Maintenance and Repair. Never Bored Adventures is responsible for all costs, taxes, permit fees and license fees associated with its operation of the Storage Racks. Never Bored Adventures, at its expense, shall keep the Storage Racks in good condition and repair and in a clean and orderly condition. Except for the signs allowed by Section 3 above, Never Bored Adventures shall not make any modifications, alterations or improvements to the Storage Racks or the Parking Lot without the City's prior approval, which approval may be granted or denied in the City's discretion. Never Bored Adventures shall not allow any waste or injury to the Storage Racks, the Parking Lot or the Park.
7. Advertising. If Never Bored Adventures so requests, the City may advertise the availability of paddlecraft storage space in the City's Park and Recreation Program Guide, on the City's Parks and Recreation website, in the City's Park and Recreation informational flyers, and on advertising screens located within Safari Island and the City's Ice Arena. The frequency, size and content of such advertising shall be subject to the City's approval, which approval may be granted or denied in the City's sole discretion.
8. Surrender. On or before the expiration or earlier termination of the Lease Term, Never Bored Adventures shall at its expense: i) remove any signs it has placed on the Storage Racks and repair any damage caused by such removal; ii) remove all personal property and rubbish from the Storage Racks including, but not limited to, any personal property of subleases; iii) surrender all keys for the Storage Racks to the City; iv) return the Storage Racks to the same order and condition as they existed on the commencement of the Lease Term, excepting ordinary wear and tear; and v) remove its trailer from the Parking Lot and repair any damage caused by the trailer. Any personal property remaining in the Storage Racks or in the Parking Lot after the expiration or earlier termination of the Lease Term shall be deemed abandoned and may be disposed of by the City, in its discretion. Never Bored Adventures hereby releases

the City from any liability associated with the disposal of personal property deemed abandoned. Further, Never Bored Adventures agrees to reimburse the City for all expenses, including attorney's fees, incurred by the City in connection with: i) removing personal property from the Storage Racks or the Parking Lot; ii) storing personal property; iii) returning personal property to its owner; or iv) disposing of personal property.

9. Compliance. Never Bored Adventures shall at all times operate its business and the Storage Racks in full compliance with all applicable municipal, state and federal laws, statutes, ordinances, codes and regulations.
10. Indemnification. Never Bored Adventures agrees to indemnify, defend and hold the City harmless from and against any claims, actions, liabilities, damages, costs and expenses, including reasonable attorneys' fees, arising out of injury, death, property damage or property loss occasioned wholly or in part by use of the Storage Racks or the Parking Lot by Never Bored Adventures, or by Never Bored Adventures' operations. This indemnification shall survive expiration or earlier termination of the Lease Term and this agreement.
11. Insurance. Never Bored Adventures shall provide proof of liability and workers' compensation insurance coverage, acceptable to the City, before using the Storage Racks and shall maintain such insurance coverage throughout the term of this agreement. The City shall be named as an additional insured in regard to this agreement and such insurance shall be primary coverage in regard to all matters relating to Never Bored Adventures' obligations of indemnification hereunder without right of contribution from similar insurance maintained by the City. Never Bored Adventures shall promptly provide the City with a certificate of insurance evidencing the required insurance, which certificate shall provide that the issuer shall endeavor to give the City not less than thirty (30) days prior written notice before the termination of any insurance coverage required hereunder.
12. Waiver. Notwithstanding anything to the contrary in this agreement, the City and its elected officials, officers, employees and property manager, if any, shall not be liable to Never Bored Adventures for, and Never Bored Adventures hereby releases such parties from, all damage, compensation and claims arising in whole or in part from: i) loss or damage to trade fixtures, equipment or personal property located in the Storage Racks or the Parking Lot; ii) lost business or other consequential damage arising out of interruption in the use of the Storage Racks or the Parking Lot; and iv) any criminal act by any person, including but not limited to, theft of any personal property from the Storage Racks (e.g. paddlecraft) or the Parking Lot (e.g. Never Bored Adventure's trailer and its contents). Never Bored Adventures agrees to obtain insurance to protect Never Bored Adventures from all such losses.
13. Early Termination. The Lease Term and this agreement will terminate early under any of the following circumstances:
 - 13.1. The City may, at its sole option, terminate the Lease Term and this agreement for cause upon written notice to Never Bored Adventures if Never Bored Adventures fails to pay any annual Rent payment when due.

13.2. The City may, at its sole option, terminate the Lease Term and this agreement for cause upon written notice to Never Bored Adventures if Never Bored Adventures breaches any other obligation of Never Bored Adventures under this agreement and such breach has not been fully cured by Never Bored Adventures within thirty (30) days of receiving written notice of the deficiency from the City.

14. Miscellaneous. This agreement may be modified only by a writing executed and delivered by both parties. Nothing contained in this agreement shall be deemed or construed to create a partnership or joint venture between the City and Never Bored Adventures. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This agreement shall be construed according to the laws of the State of Minnesota.

Never Bored Adventures, L.L.C.

City of Waconia

Audra Lehrke, Chief Manager

Date: _____

Address for notices:

1174 Hidden Creek Boulevard
Mayer, Minnesota 55360

Shane Fineran, City Administrator

Date: _____

Address for notices:

201 South Vine Street
Waconia, MN 55387

EXHIBIT A

Paddlecraft Storage Space Disclosure

I acknowledge Never Bored Adventures, L.L.C. ("Never Bored") is required to give me the following information and obtain my signature on this form before I can rent paddlecraft storage space.

I acknowledge I have received the following information:

- The paddlecraft storage space I am renting is located in a municipal park owned by the City of Waconia, Minnesota (the "City"). All ordinances in the Waconia City Code relating to municipal parks and the use of municipal parks apply. Further, all Minnesota Statutes regarding parks and recreational facilities apply.
- The rack in which my paddlecraft storage space is located is owned by the City. The City has granted Never Bored Adventures a lease to use the storage rack and the right to sublease space to me. If the City terminates its lease with Never Bored Adventures for any reason, I will lose my right to use the storage space unless I enter into a new agreement with the City.
- The only relationship between the City and Never Bored Adventures is that of lessor and lessee for the paddlecraft storage racks. The City is not in a partnership or joint venture with Never Bored Adventures of any kind. As such, the City has no responsibility for the actions or omissions of Never Bored Adventures or its employees.

Given the above, I agree the City and its elected officials, officers, and employees shall not be liable to me, and I hereby release such parties from, all damage, compensation and claims arising, in whole or in part, from my use of the paddlecraft storage space in Cedar Point Park. Importantly, I specifically release the City and its elected officials, officers and employees from any loss or damage I may suffer if my paddlecraft or other personal property is stolen from the paddlecraft storage space I am renting.

Signature: _____

Print Name: _____

Date: _____

[http://clients.intranet.mhslaw.com/1/13302/parks and recreation/spokes/draft documents/cedar point park paddlecraft rack lease agreement 04-09-2015.docx](http://clients.intranet.mhslaw.com/1/13302/parks%20and%20recreation/spokes/draft%20documents/cedar%20point%20park%20paddlecraft%20rack%20lease%20agreement%2004-09-2015.docx)



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		June 6, 2022					
Item Name:		Authorize Structure Monitoring Review For 2023 Improvement Project					
Originating Department:		Public Services					
Presented by:		Craig Eldred					
Previous Council Action (if any):		May 16, 2022; Approval to Conduct Feasibility Study & Assessment Benefit Evaluation for 2023 Improvement Project					
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 2022-162; Authorizing American Engineering and Testing to Complete Structure Monitoring Reviews for 2023 Improvement Project							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
As Council Members are aware we just recently completed a series of Open House events for the Downtown Business Core and General Public to display options of proposed improvements resulting from the formal Downtown Task Force Plan approved in 2014 and comments taken from the input period provided and discussed from our virtual Open House in the fall of 2020. Results of those processes will be brought forth for Council discussion at a later date. Emphasis of this request is to complete structural monitoring reviews, which is predicated on obtaining initial structure condition reviews of the affected business parcels, gain additional specific site information on utility links to existing structures and potential design intricate elements surrounding the structures such as pedestrian access elements. The structural review provides a base line for each individual parcel if there were to become issues with project related changes. American Engineering and Testing has previously completed the Geotechnical work and provided comments on their findings. The City as a past practice, has kept the Geotechnical firm on-board for this type of review due to their knowledge of the soil types, findings, recommendations and knowledge of proposed work surrounding existing structures. Therefore, Staff and City Engineer recommend approval, authorizing American Engineering and Testing to work with staff and City Engineer of establishing the base line information for each individual structure. As noted, Staff and Engineer's will complete a final exterior review of items specific to site and further site elements.							
<u>Attachments:</u>							
1. 22162res 2023_Improvement_Project_Structure_Monitoring_Res.doc							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses: PIR, Bonds							
Budget Information:				Planning Commission			
☒ X Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2022-162**

**RESOLUTION AUTHORIZING APPROVAL OF AMERICAN ENGINEERING & TESTING TO
COMPLETE STRUCTURE MONITORING REVIEWS FOR 2023 IMPROVEMENT PROJECT**

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

WHEREAS, City Council approved on June 15th, 2020 authorized geotechnical work for the revised 2022 Improvement Project and 2023 Improvement Project, and

WHEREAS, the proposed 2023 Improvement Project areas are as follows; and

Reconstruction and Utility Improvements & Sidewalk:

- Main Street West; Maple Street to Olive Street
- Inclusion of 53 & 56 Main Street, (Incidental to Project Scope)
- Olive Street, Main Street to First Street

WHEREAS, American Engineering and Testing was awarded the geotechnical work and review of the 2023 and 2024 Propose Improvement Project areas; and

WHEREAS, initial structural reviews are common and necessary due to the proximity of the proposed improvements and scale of work to be completed within the proposed project area.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval to conduct Feasibility Study & Assessment Benefit Evaluation for 2023 Improvement Project.

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

Kent Bloudek, Mayor

Attest: _____
Shane Fineran, City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		June 6, 2022					
Item Name:		Authorize Preliminary Trail Design; City Project 129-D					
Originating Department:		Public Services					
Presented by:		Craig Eldred					
Previous Council Action (if any):		None					
Item Type (X only one):	Consent		Regular Session	X	Discussion Session		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution 2022-163; Approval of Preliminary Design Review of Proposed Trail Corridor Improvements for City Project 129-D; Link of Sterling Hills Development with Hilks Townhome Development for 2024							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
As Council Members are aware we previously worked with Carver County on traffic studies, grant submission and received award of funds to off-set construction costs of the Capital Programmed Roundabout for Waconia Parkway North and Highway 10 intersection. Studies of the corridor and intersection took place previously for the advanced funding application, which was awarded in 2021 in the amount of 1.759 M. Long-term and part of the 2014 Sidewalk and Trail Improvement Policy the vacant link of Hwy 10 trail between Oak Avenue and Hilks Townhome Development raised concerns of the public for multi-use trails of the West and Northwest links of the community. As part of the Hwy 10 construction in 2017 & 2018 the link of Community Drive, 94th Street and TH 5 to Sterling Hills took place allowing for a improved pedestrian trail link. As part of the Fields Development the trail link of Hwy 10 and Oak Avenue will occur in 2022. While we continue to look at other opportunities to link pedestrian trails; this particular vacant trail link between Sterling Hills and Hilks Developments presents some interesting challenges. Currently as part of the Capital Improvement Plan we have City Project 129-D. This project specifically details costs for the Sterling Hill and Hilks Development pedestrian trial link. Cost for this improvement as detailed in the CIP are for at grade and raised helical elevated trail segments at an estimated cost of 1.6 M. A wetland boundry review was completed with engagement of all necessary entities in calendar year 2021, which now has a sun-set date of September 2026 for any project completion. Staff met with Carver County Public Works Staff in May to discuss multiple transportation projects; those within our Capital Program and those programmed in the County Capital Program. The intersection of Waconia Parkway North and Hwy 10 is one of the major focuses with each entity desiring to complete additional work outside of the intersection improvements. City focus is one of defining a means to reduce improvement costs associated with the proposed pedestrian tail improvements and limit wetland impacts while providing a safe pedestrian corridor improvement. Focus of this request is to allow City Staff and our Engineer's to complete soil borings, define in greater detail wetland impact costs and prepare a preliminary design, which may include alignment adjustments of Hwy 10 to balance and reduce wetland impact costs. Now is the time to complete this review, as Carver County Public Works has programmed this segment of Hwy 10 for a resurfacing improvement coinciding with the RAB improvement project. We are estimating the costs for the work detailed to cost \$30-\$40,000.00 to define all necessary elements. This work in advance will define costs and should reduce financial impacts of the proposed 1.6 M to construct the proposed pedestrian trail. Staff recommends approval of this request in effort to define the best resolution of placement and costs associated with the pedestrian trail improvements in advance of initiating the intersection agreement items for corridor and intersection improvements as planned by the City and Carver County.							

Attachments:

1. [22163res_Preliminary_Trail_Design_City_Project_129_D.doc](#)
2. [ExhibitA_Site Location.pdf](#)
3. [Wetland_WCA_NOD.pdf](#)
4. [Trail Corridor for Hwy 10.pdf](#)

FINANCIAL IMPLICATIONS:

Funding Sources & Uses:

PIR and Storm Water Budget

Budget Information:

☒ Budgeted
☐ Non Budgeted
☐ Amendment Required

ADVISORY BOARD RECOMMENDATIONS:

Planning Commission

Parks and Recreation Board

Safari Island Advisory Board

Other

**CITY OF WACONIA
RESOLUTION NO. 2022-163**

**RESOLUTION AUTHORIZING APPROVAL OF PRELIMINARY DESIGN REVIEW OF
PROPOSED TRAIL CORRIDOR IMPROVEMENTS FOR CITY PROJECT 129-D; LINK OF
STERLING HILLS DEVELOPMENT WITH HILKS TOWNHOME DEVELOPMENT FOR 2024**

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

WHEREAS, City Project 129-D has been in the Capital Improvement Plan with intentions of linking the Northwest side of the community; and

WHEREAS, Preliminary wetland and delineation of the wet land has occurred with a sun-set date of September 15, 2026; and

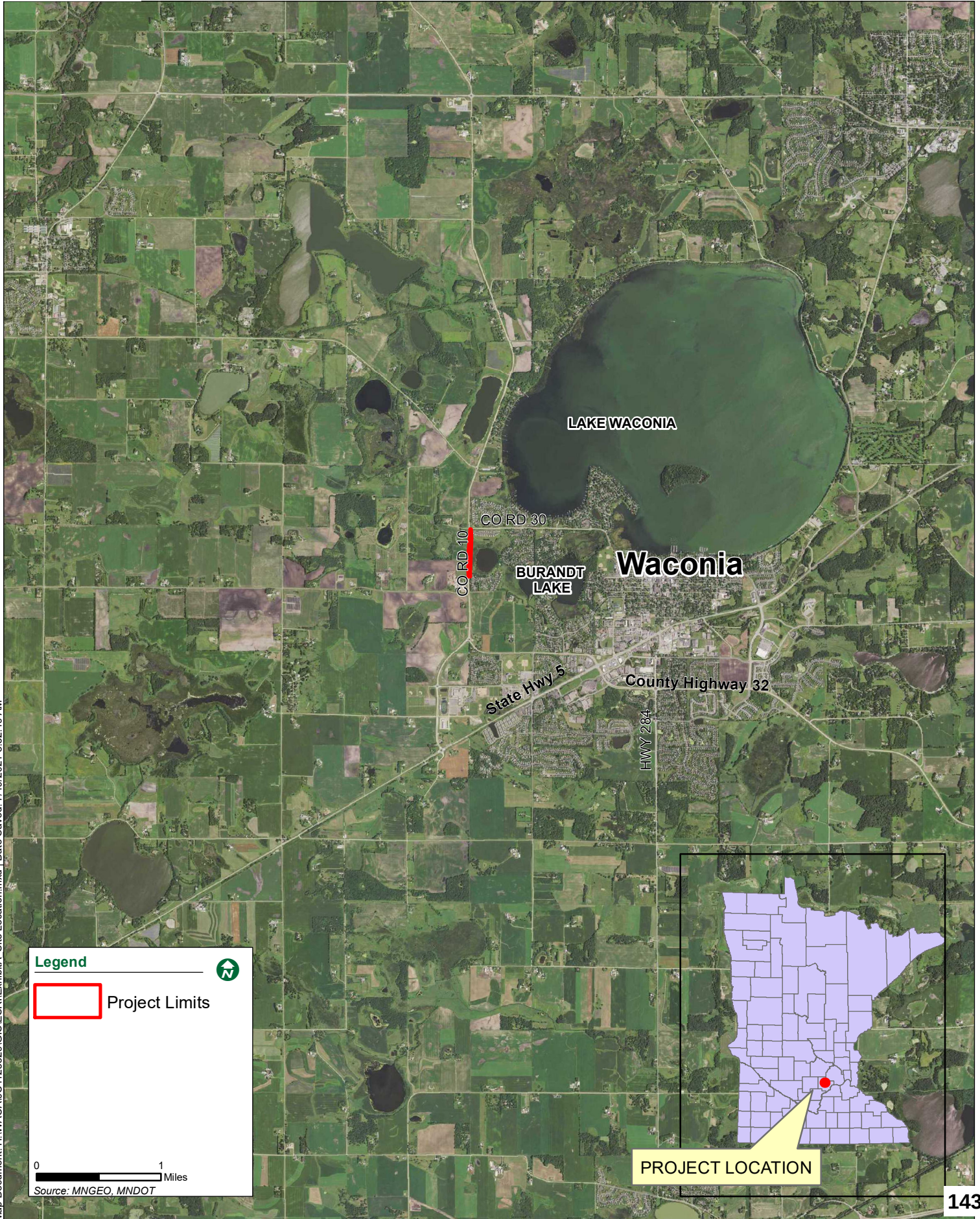
WHEREAS, the Public Services Staff and City Engineer recommend advancement of this work to meet the design review as it impact City Project 129-C and Waconia Parkway North Roundabout Improvement Project slated for 2024.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of preliminary design review of proposed trail corridor improvements for City Project 129-D; link of Sterling Hills Development and Hilks Townhome Development for 2024.

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

Kent Bloudek, Mayor

Attest: _____
Shane Fineran, City Administrator



Minnesota Wetland Conservation Act Notice of Decision

Local Government Unit: City of Waconia	County: Carver
Applicant Name: City of Waconia	Applicant Representative: Bolton & Menk, Inc./ Mark Perry
Project Name: Waconia Parkway North Trail LGU Project No. (if any): W07-02	
Date Complete Application Received by LGU: 7/15/2021	
Date of LGU Decision: September 15, 2021	
Date this Notice was Sent: November 17, 2021	

WCA Decision Type - check all that apply

☒ Wetland Boundary/Type ☐ Sequencing ☐ Replacement Plan ☐ Bank Plan (not credit purchase)	
☐ No-Loss (8420.0415) ☐ Exemption (8420.0420)	
Part: ☐ A ☐ B ☐ C ☐ D ☐ E ☐ F ☐ G ☐ H	Subpart: ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9

Replacement Plan Impacts (replacement plan decisions only)

Total WCA Wetland Impact Area: NA
Wetland Replacement Type: ☐ Project Specific Credits:
☐ Bank Credits:
Bank Account Number(s):

Technical Evaluation Panel Findings and Recommendations (attach if any)

☒ Approve ☒ Approve w/Conditions ☐ Deny ☐ No TEP Recommendation

LGU Decision

☐ Approved with Conditions (specify below) ¹ List Conditions:	☒ Approved ¹	☐ Denied
Decision-Maker for this Application: ☒ Staff ☐ Governing Board/Council ☐ Other:		
Decision is valid for: ☒ 5 years (default) ☐ Other (specify):		

¹ *Wetland Replacement Plan approval is not valid until BWSR confirms the withdrawal of any required wetland bank credits. For project-specific replacement a financial assurance per MN Rule 8420.0522, Subp. 9 and evidence that all required forms have been recorded on the title of the property on which the replacement wetland is located must be provided to the LGU for the approval to be valid.*

LGU Findings – Attach document(s) and/or insert narrative providing the basis for the LGU decision¹.

☐ Attachment(s) (specify):
☒ Summary: On July 14, 2021, the TEP met on site and agreed with the delineation boundary. The condition for approval was the TEP requested an additional upland data point. This data point was included in the application.

¹ Findings must consider any TEP recommendations.

Attached Project Documents

☒ Site Location Map ☐ Project Plan(s)/Descriptions/Reports (specify):
--

Appeals of LGU Decisions

If you wish to appeal this decision, you must provide a written request within 30 calendar days of the date you received the notice. All appeals must be submitted to the Board of Water and Soil Resources Executive Director along with a check payable to BWSR for \$500 *unless* the LGU has adopted a local appeal process as identified below. The check must be sent by mail and the written request to appeal can be submitted by mail or e-mail. The appeal should include a copy of this notice, name and contact information of appellant(s) and their representatives (if applicable), a statement clarifying the intent to appeal and supporting information as to why the decision is in error. Send to:

Appeals & Regulatory Compliance Coordinator
Minnesota Board of Water & Soils Resources
520 Lafayette Road North
St. Paul, MN 55155
travis.germundson@state.mn.us

Does the LGU have a local appeal process applicable to this decision?

☐ Yes¹ ☒ No

¹If yes, all appeals must first be considered via the local appeals process.

Local Appeals Submittal Requirements (LGU must describe how to appeal, submittal requirements, fees, etc. as applicable)

--

Notice Distribution (include name)

Required on all notices:

☒ SWCD TEP Member: Tom Genelin	☒ BWSR TEP Member: Ben Carlson
☒ LGU TEP Member (if different than LGU contact):	
☒ DNR Representative: Melissa Collins	
☒ Watershed District or Watershed Mgmt. Org.: Kristen Larson	
☐ Applicant:	☐ Agent/Consultant:

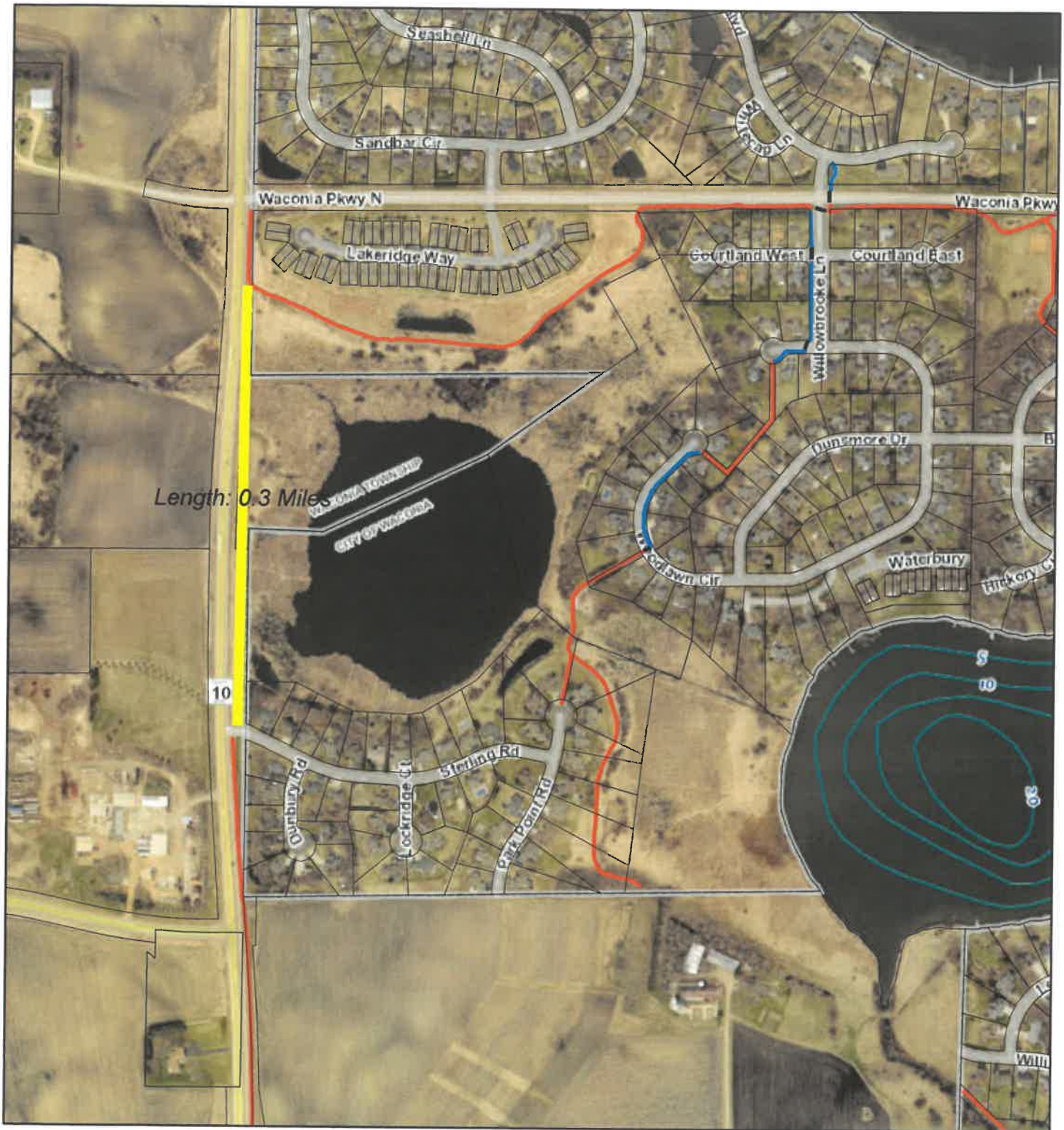
Optional or As Applicable:

☒ Corps of Engineers:	
☐ BWSR Wetland Mitigation Coordinator (required for bank plan applications only):	
☐ Members of the Public (notice only):	☐ Other:

Signature: 	Date: September 15, 2021
--	------------------------------------

This notice and accompanying application materials may be sent electronically or by mail. The LGU may opt to send a summary of the application to members of the public upon request per 8420.0255, Subp. 3.

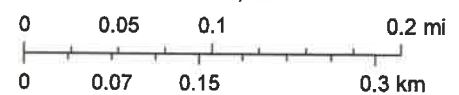
ArcGIS Web Map



5/22/2022, 7:02:12 AM

1:9,028

- Override 1
 - Sidewalk
 - Waconia Parcels
 - Trail
 - Crosswalk
- Trails & Sidewalks



Carver County GIS



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		June 6, 2022					
Item Name:		TIF District No. 5 Development Agreement					
Originating Department:		Administration					
Presented by:		Shane Fineran					
Previous Council Action (if any):		Resolution 2022-80 Establishing TIF District #5					
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 2022-164, Approving TIF Development Agreement							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Earlier this year the City Council approved modification to the Waconia Development District and established Tax Increment Financing (TIF) District #5 in advance of providing municipal assistance to redevelopment efforts in the central business district of the downtown area. Last fall the City Council also approved the site plan or the redevelopment of the former American Legion site located at 233 Olive St S into a 44 unit market rate apartment building. The developer of the project has submitted final TIF eligible costs of \$1,783,873, as noted in appendix C of the development agreement and includes but is not limited to demolition, site preparation, grading, parking, site utilities, etc. Of those eligible costs the developer is requesting municipal assistance through pay as you go TIF in an amount of \$713,549. Based upon the projections the TIF note will be paid in approximately 10 years, with a maximum life of the TIF district of 26 years. The city keeps 10% of TIF payments for the administration of the district. TIF payments to the developer will be paid bi-annually, following tax payment by the developer. The TIF note is only a limited revenue obligation of the city and only from sources generated by the project. The financial projects have been provided by Ehler's, the city's municipal advisor and the agreement has been drafted by Taft, Stettinius, & Hollister LLP, the city's bond counsel. Staff recommend approval of the agreement.							
Attachments:							
1. 22164res_TIF_Development_Agreement.Waconia_Investment_Partners.doc 2. 73651350-v1-Waconia TIF No. 5 Development Agreement (Redev) (002).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
RESOLUTION NO. 2022-164**

RESOLUTION APPROVING TIF DEVELOPMENT AGREEMENT

WHEREAS, the City of Waconia modified the development program for the Waconia Development District and established Tax Increment Financing District No. 5 via resolution 2022-80; and

WHEREAS, the City has been in discussion with the developer of 233 Olive Street S, Waconia Investment Partners for the need for municipal assistance to redevelop the property into a 44 unit apartment building; and

WHEREAS, eligible costs have been identified and assistance in the amount of \$713,549.00 is requested; and

WHEREAS, the City and developer shall enter into a development agreement regarding the assistance amount and pay as you go terms of the TIF note.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WACONIA, MINNESOTA, approves the development agreement between the City of Waconia and Waconia Investment Partners and authorizes the Mayor and City Administrator to execute.

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

Kent Bloudek, Mayor

ATTEST: _____
Shane Fineran, City Administrator

DEVELOPMENT AGREEMENT

BY AND BETWEEN

CITY OF WACONIA, MINNESOTA

AND

WACONIA INVESTMENT PARTNERS, LLC

This document drafted by:

TAFT STETTINIUS & HOLLISTER LLP
2200 IDS Center
80 South 8th Street
Minneapolis, MN 55402

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DEVELOPMENT AGREEMENT

THIS AGREEMENT, made as of the 1st day of May, 2022, by and between the City of Waconia, Minnesota (the "City"), a municipal corporation organized and existing under the laws of the State of Minnesota and Waconia Investment Partners, LLC, a Minnesota limited liability company (the "Developer"),

WITNESSETH:

WHEREAS, pursuant to Minnesota Statutes, Section 469.124 through 469.133, the City has heretofore established Waconia Development District (the "Development District") and has adopted a development program therefor (the "Development Program"); and

WHEREAS, pursuant to the provisions of Minnesota Statutes, Section 469.174 through 469.1794, as amended (hereinafter, the "Tax Increment Act"), the City has heretofore established, within the Development District, Tax Increment Financing District No. 5 (the "Tax Increment District") and has adopted a tax increment financing plan therefor (the "Tax Increment Plan") which provides for the use of tax increment financing in connection with certain development within the Development District; and

WHEREAS, in order to achieve the objectives of the Development Program and particularly to make the land in the Development District available for development by private enterprise in conformance with the Development Program, the City has determined to assist the Developer with the financing of certain costs of a Project (as hereinafter defined) to be constructed within the Tax Increment District as more particularly set forth in this Agreement; and

WHEREAS, the City believes that the development and construction of the Project, and fulfillment of this Agreement are vital and are in the best interests of the City, the health, safety, morals and welfare of residents of the City, and in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted; and

WHEREAS, the requirements of the Business Subsidy Law, Minnesota Statutes, Section 116J.993 through 116J.995, do not apply to this Agreement pursuant to an exemption for housing; and

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I.

DEFINITIONS

Section 1.1 Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement, as the same may be from time to time modified, amended or supplemented;

Business Day means any day except a Saturday, Sunday or a legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close;

City means the City of Waconia, Minnesota;

County means Carver County, Minnesota;

Developer means Waconia Investment Partners, LLC, a Minnesota limited liability company, its successors and assigns;

Development District means Waconia Development District, including the real property described in the Development Program;

Development Program means the development program approved in connection with the Development District;

Development Property means the real property described in Exhibit A attached to this Agreement;

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

Legal and Administrative Expenses means the fees and expenses incurred by the City in connection with the adoption of the Tax Increment Financing Plan and the preparation of this Agreement and the issuance of the Tax Increment Note;

Note Payment Date means August 1, 2024, and each February 1 and August 1 of each year thereafter to and including February 1, 2034; provided, that if any such Note Payment Date should not be a Business Day, the Tax Increment Note Payment Date shall be the next succeeding Business Day;

Prime Rate means the rate of interest from time to time publicly announced by U.S. Bank National Association in St. Paul, Minnesota, as its "prime rate" or "reference rate" or any successor rate, which rate shall change as and when that rate or successor rate changes;

Project means the construction of an approximately 44-unit multi-family residential rental housing facility with 42 enclosed parking stalls and 36 on-site surface parking spaces by the Developer on the Development Property;

Site Improvements means the site improvements undertaken or to be undertaken on the Development Property as identified on Exhibit C attached hereto;

State means the State of Minnesota;

Tax Increment Act means Minnesota Statutes, Sections 469.174 through 469.1794, as amended;

Tax Increment District means Tax Increment Financing District No. 5, located within the Development District, a description of which is set forth in the Tax Increment Financing Plan, which was qualified as a redevelopment district under the Tax Increment Act;

Tax Increment Financing Plan means the tax increment financing plan approved for the Tax Increment District by the City Council on March 7, 2022, and any future amendments thereto;

Tax Increment Note means the Tax Increment Revenue Note (Waconia Investment Partners, LLC Project) to be executed by the City and delivered to the Developer pursuant to Article III hereof, the form of which is attached hereto as Exhibit B;

Tax Increments means 90% of the tax increments derived from the Development Property which have been received and retained by the City in accordance with the provisions of Minnesota Statutes, Section 469.177;

Termination Date means the earlier of (i) February 1, 2034, (ii) the date the Tax Increment Note is paid as provided in the Tax Increment Note, (iii) the date on which the Tax Increment District expires or is otherwise terminated, or (iv) the date this Agreement is terminated or rescinded in accordance with its terms; and

Unavoidable Delays means delays, outside the control of the party claiming its occurrence, which are the direct result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, global pandemic, fire or other casualty to the Project, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays, or acts of any federal, state or local governmental unit other than the City.

ARTICLE II.

REPRESENTATIONS AND WARRANTIES

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

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

(2) The Tax Increment District is a "redevelopment district" within the meaning of Minnesota Statutes, Section 469.174, Subdivision 10, and was created, adopted and approved in accordance with the terms of the Tax Increment Act.

(3) The development contemplated by this Agreement is in conformance with the development objectives set forth in the Development Program.

(4) To finance certain costs within the Tax Increment District, the City proposes, subject to the further provisions of this Agreement, to apply Tax Increments to reimburse the Developer for all or a portion of the costs of certain Site Improvements incurred in connection with the Project as further provided in this Agreement.

(5) The City makes no representation or warranty, either expressed or implied, as to the Development Property or its condition or the soil conditions thereon, or that the Development Property shall be suitable for the Developer's purposes or needs.

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

(1) The Developer is a Minnesota limited liability company and has the power and authority to enter into this Agreement and to perform its obligations hereunder and doing so will not violate its articles of organization, member control agreement or operating agreement, or the laws of the State and by proper action has authorized the execution and delivery of this Agreement.

(2) The Developer shall cause the Project to be constructed in accordance with the terms of this Agreement, the Development Program, and all applicable local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations).

(3) The construction of the Project would not be undertaken by the Developer, and in the opinion of the Developer would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.

(4) The Developer will obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Project may be lawfully constructed.

(5) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(6) The Developer will cooperate with the City with respect to any litigation commenced with respect to the Project.

(7) The Developer will cooperate with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Project.

(8) The construction of the Project shall commence on or before July 1, 2022 and, barring Unavoidable Delays, the Project will be substantially completed by July 31, 2023.

(9) The Developer acknowledges that Tax Increment projections contained in the Tax Increment Financing Plan are estimates only and the Developer acknowledges that it shall place no reliance on the amount of projected Tax Increments and the sufficiency of such Tax Increments to reimburse the Developer for a portion of the costs of the construction of the Site Improvements as provided in Article III.

ARTICLE III.

UNDERTAKINGS BY DEVELOPER AND CITY

Section 3.1 Site Improvements. The parties agree that the Site Improvements are essential to the successful completion of the Project. The costs of the Site Improvements shall be paid by the Developer. The City shall reimburse the Developer for the lesser of (A) \$713,549, or (B) the actual costs of the Site Improvements actually incurred and paid by the Developer (the "Reimbursement Amount") as further provided in Section 3.3 hereof.

Section 3.2 Limitations on Undertaking of the City. Notwithstanding the provisions of Section 3.1, the City shall have no obligation to the Developer under this Agreement to reimburse the Developer for the Reimbursement Amount, if the City, at the time or times such payment is to be made is entitled under Section 4.2 to exercise any of the remedies set forth therein as a result of an Event of Default which has not been cured.

Section 3.3 Reimbursement: Tax Increment Note. The City shall reimburse the Developer for the costs identified in Section 3.1 through the issuance of the City's Tax Increment Note in substantially the form attached to this Agreement as Exhibit B, subject to the following conditions:

(1) The Tax Increment Note shall be dated, issued and delivered when the Developer has (i) completed the Project and the City has issued a certificate of occupancy for the Project and (ii) submitted paid invoices for the costs of the Site Improvements described in and limited by Section 3.1 in an amount not less than the Reimbursement Amount.

(2) The unpaid principal amount of the Tax Increment Note shall bear simple, non-compounding interest from the date of issuance of the Tax Increment Note, at 4.00% per annum. Interest shall be computed on the basis of a 360 day year consisting of twelve (12) 30-day months.

(3) The principal amount of the Tax Increment Note and the interest thereon shall be payable solely from the Tax Increments.

(4) On each Note Payment Date and subject to the provisions of the Tax Increment Note, the City shall pay, against the principal and interest outstanding on the Tax Increment Note, Tax Increments received by the City during the preceding six (6) months. All such payments shall be applied first to accrued interest and then to reduce the principal of the Tax Increment Note.

(5) The Tax Increment Note shall be a special and limited obligation of the City and not a general obligation of the City, and only Tax Increments shall be used to pay the principal and interest on the Tax Increment Note. If, on any Note Payment Date, the Tax Increments for the payment of the accrued and unpaid interest on the Tax Increment Note are insufficient for such purposes, the difference shall be carried forward, without interest accruing thereon, and shall be paid if and to the extent that on a future Note Payment Date there are Tax Increments in excess of the amounts needed to pay the accrued interest then due on the Tax Increment Note.

(6) The City's obligation to make payments on the Tax Increment Note on any Note Payment Date or any date thereafter shall be conditioned upon the requirements that (A) there shall

not at that time be an Event of Default that has occurred and is continuing under this Agreement and (B) this Agreement shall not have been rescinded pursuant to Section 4.2.

(7) The Tax Increment Note shall be governed by and payable pursuant to the additional terms thereof, as set forth in Exhibit B. In the event of any conflict between the terms of the Tax Increment Note and the terms of this Section 3.3, the terms of the Tax Increment Note shall govern. The issuance of the Tax Increment Note pursuant and subject to the terms of this Agreement, and the taking by the City of such additional actions as bond counsel for the Tax Increment Note may require in connection therewith, are hereby authorized and approved by the City.

Section 3.4 Real Property Taxes. Prior to the Termination Date, the Developer shall pay all real property taxes payable with respect to all and any parts of the Development Property acquired and owned by it until the Developer's obligations have been assumed by any other person pursuant to the provisions of this Agreement.

The Developer agrees that, so long as it owns all or any portion of the Development Property, prior to the Termination Date:

(1) It will not seek administrative review or judicial review of the applicability of any tax statute relating to the ad valorem property taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the inapplicability of any such tax statute as a defense in any proceedings with respect to the Development Property, including delinquent tax proceedings; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(2) It will not seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings with respect to the Development Property; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(3) It will not seek any tax deferral or abatement, either presently or prospectively authorized under Minnesota Statutes, Section 469.1813, or any other State or federal law, of the ad valorem property taxation of the Development Property between the date of execution of this Agreement and the Termination Date.

(4) It will not seek a reduction in the market value as determined by the Carver County Assessor of the Project or other facilities, if any, that it constructs on the Development Property, pursuant to the provisions of this Agreement, for so long as the Tax Increment Note remains outstanding.

Section 3.5 Prohibition Against Transfer of Project and Assignment of Agreement. The Developer represents and agrees that prior to the termination date of this Agreement the Developer shall not transfer the Project or any part thereof or any interest therein, without the prior written approval of the City. The City shall be entitled to require as conditions to any such approval that:

(1) Any proposed transferee shall have the qualifications and financial responsibility, in the reasonable judgment of the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer.

(2) Any proposed transferee, by instrument in writing satisfactory to the City shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement and agreed to be subject to all the conditions and restrictions to which the Developer is subject.

(3) There shall be submitted to the City for review and prior written approval all instruments and other legal documents involved in effecting the transfer of any interest in this Agreement or the Project.

Section 3.6 Legal and Administrative Expenses. The Developer shall pay the Legal and Administrative Expenses incurred by the City.

ARTICLE IV.

EVENTS OF DEFAULT

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

(1) Failure by the Developer to timely pay any ad valorem real property taxes and special assessments levied against the Development Property and all public utility or other City payments due and owing with respect to the Development Property when due and payable.

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

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

(4) The holder of any mortgage on the Development Property or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable mortgage documents.

(5) If the Developer shall

(A) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or

(B) make an assignment for the benefit of its creditors; or

(C) admit in writing its inability to pay its debts generally as they become due; or

(D) be adjudicated bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer as bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within sixty (60) days after the filing thereof; or a receiver, trustee or liquidator of the Developer, or of the Project, or part thereof, shall be appointed in any proceeding brought against the Developer, and shall not be discharged within sixty (60) days after such appointment, or if the Developer, shall consent to or acquiesce in such appointment.

Section 4.2 Remedies on Default. Whenever any Event of Default referred to in Section 4.1 occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice to the Developer citing with specificity the item or items of default and notifying the Developer that it has thirty (30) days within which to cure said Event of Default. If the Event of Default has not been cured within said thirty (30) days:

(1) The City may suspend its performance under this Agreement and the Tax Increment Note until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement, and no interest shall accrue on the Tax Increment Note while performance is suspended in accordance with this Section 4.2.

(2) The City may cancel and rescind the Agreement and the Tax Increment Note.

(3) The City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 4.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

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

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

Section 4.6 Indemnification of City.

(1) The Developer (A) releases the City and its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees (collectively, the "Indemnified Parties") from, (B) covenants and agrees that the Indemnified Parties shall not be liable for, and (C) agrees to indemnify and hold harmless the Indemnified Parties against, any claim, cause of action, suit or liability for loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project or on the Development Property.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or if other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the

acquisition, construction, installation, ownership, and operation of the Project; provided, that this indemnification shall not apply to the warranties made or obligations undertaken by the City in this Agreement or to any actions undertaken by the City which are not contemplated by this Agreement but shall, in any event and without regard to any fault on the part of the City, apply to any pecuniary loss or penalty (including interest thereon from the date the loss is incurred or penalty is paid by the City at a rate equal to the Prime Rate) as a result of the Project causing the Tax Increment District to not qualify or cease to qualify as a "redevelopment district" under Section 469.174, Subdivision 10, of the Act and Section 469.176, Subdivision 4(j). or to violate limitations as to the use of Tax Increments as set forth in Section 469.176, Subdivision 4(j).

(3) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City, as the case may be.

ARTICLE V.

DEVELOPER'S OPTION TO TERMINATE AGREEMENT

Section 5.1 The Developer's Option to Terminate. This Agreement may be terminated by the Developer, if (i) the Developer is in compliance with all material terms of this Agreement and no Event of Default has occurred ; and (ii) the City fails to comply with any material term of this Agreement, and, after written notice by the Developer of such failure, the City has failed to cure such noncompliance within ninety (90) days of receipt of such notice, or, if such noncompliance cannot reasonably be cured by the City within ninety (90) days, of receipt of such notice, the City has not provided assurances, reasonably satisfactory to the Developer, that such noncompliance will be cured as soon as reasonably possible.

Section 5.2 Action to Terminate. Termination of this Agreement pursuant to Section 5.1 must be accomplished by written notification by the Developer to the City within sixty (60) days after the date when such option to terminate may first be exercised. A failure by the Developer to terminate this Agreement within such period constitutes a waiver by the Developer of its rights to terminate this Agreement due to such occurrence or event.

Section 5.3 Effect of Termination. If this Agreement is terminated pursuant to this Article V, this Agreement shall be from such date forward null and void and of no further effect; provided, however, the termination of this Agreement shall not affect the rights of either party to institute any action, claim or demand for damages suffered as a result of breach or default of the terms of this Agreement by the other party, or to recover amounts which had accrued and become due and payable as of the date of such termination. Upon termination of this Agreement pursuant to this Article V, the Developer shall be free to proceed with the Project at its own expense and without regard to the provisions of this Agreement; provided, however, that the City shall have no further obligations to the Developer with respect to reimbursement of the expenses set forth in Section 3.2; or to make any further payments on the Tax Increment Note.

ARTICLE VI.

ADDITIONAL PROVISIONS

Section 6.1 Restrictions on Use. The Developer agrees for itself, its successors and assigns and every successor in interest to the Development Property, or any part thereof, that during the term of this Agreement the Developer and such successors and assigns shall operate, or cause to be operated, the Project as a multi-family rental housing facility and shall devote the Development Property to, and in accordance with, the uses specified in this Agreement.

Section 6.2 Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Development Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer or successor or on any obligations under the terms of this Agreement.

Section 6.3 Titles of Articles and Sections. Any titles of the several parts, articles and sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 6.4 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

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

Waconia Investment Partners, LLC
Attention: Tim Lundgren, Managing Director
10685 County Road 43
Chaska, MN 55318

- (2) in the case of the City is addressed to or delivered personally to the City at:

City of Waconia, Minnesota
Attention: City Administrator
201 South Vine Street
Waconia, MN 55387-1337

Taft Stettinius & Hollister LLP
Attention: Mary Ippel
2200 IDS Center
80 South 8th Street
Minneapolis, MN 55402

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 6.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 6.6 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State.

Section 6.7 Expiration. This Agreement shall expire on the Termination Date.

Section 6.8 Provisions Surviving Rescission or Expiration. Sections 4.5 and 4.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

Section 6.9 Transfer of Project; Assignability of Agreement and Tax Increment Note. The Developer shall not transfer the Project or assign this Agreement without obtaining the prior consent of the City, which shall not be unreasonably withheld or conditioned. The Tax Increment Note may only be assigned pursuant to the terms of the Tax Increment Note.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf and the Developer has caused this Agreement to be duly executed in its name and on its behalf, on or as of the date first above written.

CITY OF WACONIA, MINNESOTA

By _____
Its Mayor

By _____
Its City Administrator

This is a signature page to the Development Agreement by and between the City of Waconia and Waconia Investment Partners, LLC.

WACONIA INVESTMENT PARTNERS, LLC

By _____

This is a signature page to the Development Agreement by and between the City of Waconia and Waconia Investment Partners, LLC.

EXHIBIT A

DESCRIPTION OF DEVELOPMENT PROPERTY

Property located in the City of Waconia, Carver County, Minnesota with the following parcel identification numbers:

750500570

EXHIBIT B

FORM OF TAX INCREMENT NOTE

No. R-1

\$_____

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF CARVER
CITY OF WACONIA

TAX INCREMENT REVENUE NOTE
(WACONIA INVESTMENT PARTNERS, LLC PROJECT)

The City of Waconia, Minnesota (the "City"), hereby acknowledges itself to be indebted and, for value received, hereby promises to pay the amounts hereinafter described (the "Payment Amounts") to Waconia Investment Partners, LLC (the "Developer") or its registered assigns (the "Registered Owner"), but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided.

The principal amount of this Note shall equal from time to time the principal amount stated above, as reduced to the extent that such principal installments shall have been paid in whole or in part pursuant to the terms hereof; provided that the sum of the principal amount listed above shall in no event exceed \$713,549 as provided in that certain Development Agreement, dated as of May 1, 2022 as the same may be amended from time to time (the "Development Agreement"), by and between the City and the Developer. The unpaid principal amount hereof shall bear interest from the date of this Note at the simple non-compounded rate of four and zero hundredths percent (4.00%) per annum. Interest shall be computed on the basis of a 360 day year consisting of twelve (12) 30-day months.

The amounts due under this Note shall be payable on August 1, 2024, and on each February 1 and August 1 thereafter to and including February 1, 2034, or, if the first should not be a Business Day (as defined in the Development Agreement), the next succeeding Business Day (the "Payment Dates"). On each Payment Date the City shall pay by check or draft mailed to the person that was the Registered Owner of this Note at the close of the last business day of the City preceding such Payment Date an amount equal to the sum of the Tax Increments (hereinafter defined) received by the City during the six (6) month period preceding such Payment Date. All payments made by the City under this Note shall first be applied to accrued interest and then to principal. This Note is prepayable by the City, in whole or in part, on any date.

The Payment Amounts due hereon shall be payable solely from 90% of tax increments (the "Tax Increments") from the Development Property within the City's Tax Increment Financing District No. 5 (the "Tax Increment District") within Waconia Development District which are paid to the City and which the City is entitled to retain pursuant to the provisions of Minnesota Statutes, Sections 469.174 through 469.1794, as the same may be amended or supplemented from time to time (the "Tax Increment Act"). This Note shall terminate and be of no further force and effect

following the last Payment Date defined above, on any date upon which the City shall have terminated the Development Agreement under Section 4.2(2) thereof or the Developer shall have terminated the Development Agreement under Article V thereof, the date the Tax Increment District is terminated, or on the date that all principal and interest payable hereunder shall have been paid in full, whichever occurs earliest.

The City makes no representation or covenant, expressed or implied, that the Tax Increments will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The City's payment obligations hereunder shall be further conditioned on the fact that no Event of Default under the Development Agreement shall have occurred and be continuing at the time payment is otherwise due hereunder, but such unpaid amounts shall become payable if said Event of Default shall thereafter have been cured; and, further, if pursuant to the occurrence of an Event of Default under the Development Agreement the City elects to cancel and rescind the Development Agreement, the City shall have no further debt or obligation under this Note whatsoever. Reference is hereby made to all of the provisions of the Development Agreement, including without limitation Section 3.3 thereof, for a fuller statement of the rights and obligations of the City to pay the principal of this Note, and said provisions are hereby incorporated into this Note as though set out in full herein.

This Note is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated or referenced herein. This Note is not a general obligation of the City and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal of this Note and no property or other asset of the City, save and except the above-referenced Tax Increments, is or shall be a source of payment of the City's obligations hereunder.

This Note is issued by the City in aid of financing a project pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including the Tax Increment Act.

This Note is subject to prepayment in immediately available funds on any date at the option of the City, in whole or in part and without penalty.

This Note may be assigned only with the consent of the City which consent shall not be unreasonably withheld. In order to assign the Tax Increment Note, the assignee shall surrender the same to the City either in exchange for a new fully registered note or for transfer of this Note on the registration records for the Tax Increment Note maintained by the City. Each permitted assignee shall take this Note subject to the foregoing conditions and subject to all provisions stated or referenced herein.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the City outstanding on the date hereof and on the date of

its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional or statutory limitation thereon.

IN WITNESS WHEREOF, City of Waconia, Minnesota, by its City Council, has caused this Note to be executed by the manual signatures of its Mayor and City Administrator and has caused this Note to be dated as of _____, 20____.

City Administrator

Mayor

DO NOT EXECUTE UNTIL THE PROJECT IS COMPLETE, THE CITY HAS ISSUED A "CERTIFICATE OF OCCUPANCY," AND PAID INVOICES FOR SITE IMPROVEMENTS ARE GIVEN TO THE CITY - REFER TO SECTION 3.3(1).

CERTIFICATION OF REGISTRATION

It is hereby certified that the foregoing Note was registered in the name of Waconia Investment Partners, LLC, and that, at the request of the Registered Owner of this Note, the undersigned has this day registered the Tax Increment Note in the name of such Registered Owner, as indicated in the registration blank below, on the books kept by the undersigned for such purposes.

<u>NAME AND ADDRESS OF REGISTERED OWNER</u>	<u>DATE OF REGISTRATION</u>	<u>SIGNATURE OF CITY ADMINISTRATOR</u>
Waconia Investment Partners, LLC Attention: Tim Lundgren, Managing Director 10685 County Road 43 Chaska, MN 55318		

EXHIBIT C

SITE IMPROVEMENTS

Demolition
Engineering
Environmental Testing
Foundations and Footings
Grading/earthwork
Landscaping, including irrigation
Onsite Utilities
Onsite Road, Curb, Gutter, Driveway, Sidewalk and Streetscape Improvements
Outdoor Lighting
Parking
Site Preparation
Site Utilities
Soil Testing & Boring
Storm Water/Ponding
Survey



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		June 6, 2022					
Item Name:		After-The-Fact Steep Slope Alteration Permit request by Cornerstone Landscaping the property located at 233 Lakeview Terrace Boulevard					
Originating Department:		Community Development					
Presented by:		Lane Braaten					
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 2022-165 denying the After-The-Fact Steep Slope Alteration Permit to allow improvements within a steep slope for the property located at 233 Lakeview Terrace Blvd.							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
TIMELINE:							
1. August 2, 2021 – Staff received a complaint regarding grading, tree removal and land disturbance near the shoreline at 233 Lakeview Terrace Blvd. 2. August 2, 2021 – Staff notified the new home builder on site that staff would be out the morning of August 3rd, 2021, to follow up on the complaint. 3. August 3rd, 2021 – Staff visited the property to determine if the complaint was valid. Pictures taken on August 3rd have been included in the packet for review. 4. August 4th, 2021 – Staff forwarded the shoreline improvements to both the DNR Area Hydrologist, Taylor Huinker and Seth Ristow, Carver Soil & Water for review and comment, which is typical of any shoreline disturbance issue that staff reviews. 5. August 16th, 2021 – Staff met with Tim Lovett, Cornerstone Landscaping and Justin Jacques on site to review the completed landscaping work and discuss a path forward. Pictures taken on August 16th, 2021 have been included in the packet for review. 6. August 23rd, 2021 – Tim Lovett, Cornerstone Landscaping submitted an after-the-fact Steep Slope Alteration Permit application to staff, which included the landscaping plan installed at the property (See Attachment 6). To expedite the process for the landscaper and property owner this item was placed on the September 2nd, 2021 Planning Commission meeting agenda for review and consideration. 7. August 24th, 2021 – Staff received initial review comments and questions from Seth Ristow, Landscape Restoration Specialist with Carver Soil & Water Conservation District (See Attachment 7). 8. August 26th, 2021 – Staff received initial review comments from Taylor Huinker, Area Hydrologist DNR (See Attachment 8). 9. September 2nd, 2021 – At the Planning Commission meeting staff recommended continuing the item for future discussion to allow staff, the landscaper, the DNR and Soil & Water to meet on site to answer questions prior to review of the application and consider any redesign necessary. The item was continued based on the direction from staff. 10. October 27th, 2021 – On site meeting, which included one of the property owners (Mike Swoboda), Tim Lovett, Taylor Huinker (DNR) and Lane Braaten. Seth Ristow visited the property on the 26th of October. 11. November 17th, 2021 – the DNR provided a comment letter regarding the plan set reviewed, which was a depiction of the landscaping installed (See Attachment 10). 12. November 18th, 2021 – Seth Ristow submitted a comment letter regarding the same plan set, which is dated November 16th, 2021 (See Attachment 9). 13. November 18th, 2021 – Mr. Lovett indicated that he was going to put a response together regarding the comment letters, but it would probably take a few weeks. 14. February 2nd, 2022 – Mr. Lovett requested some additional conversation with the Planning Commission, so staff put them on the February agenda. The discussion did not include an updated plan or information.							

The Commission indicated that they would need a revised landscape plan to discuss.

15. **March 24th, 2022** – Mr. Lovett emailed staff with a “Proposal to finish and close the steep slope permit...” (See Attachment 11). The plant listing and image was forwarded to the DNR and Soil & Water for review.
16. **March 29th, 2022** – Taylor Huinker (DNR) responded via email indicating that her letter from November of 2021 would continue to be her comments as the issues identified had not been resolved.
17. **March 31st, 2022** – Seth Ristow (Soil & Water) responded via email indicating that the plants proposed were native species, but the proposal doesn’t suffice as a restoration and that it appeared that none of his initial comments were considered.
18. **April 7th, 2022** – the item was again in front of the Planning Commission. In summary, they continued the item again and told the applicant and property owner they would need to work with the DNR and Soil and Water to come to some type of agreement upon final design.
19. **April 15th, 2022** – Mr. Lovett requested another on site meeting with both Ms. Huinker and Mr. Ristow. Ms. Huinker declined the request for an additional site visit.
20. **April 25th, 2022** – Mr. Lovett submitted a revised planting plan for the steep slope.
21. **April 26th, 2022** – Mr. Ristow responded indicating Mr. Lovett should review the November 16th letter and the issues that required attention included: 1) removal of non-native species, 2) to have 3 blooming species per season, and 3) diversify the combination of plants.
22. **April 28th, 2022** – two revised plan sets were submitted to City staff via email with native plant encyclopedia descriptions and numbers indicting non-native and native plantings. Staff has included only the option that was more acceptable to Soil & Water (See Attachment 12).
23. **May 2nd, 2022** – Mr. Ristow indicated that the plan was getting closer, but still required some revisions. The comments were included as Attachment 13.
24. **May 3rd, 2022** – Staff provided the revised plans and Mr. Ristow’s comments to the Planning Commission in anticipation of the Planning Commission discussing the issue at their May 5th, 2022 regular meeting.
25. **May 5th, 2022** – the Planning Commission reviewed the revised information and were pleased that the redesign was headed in the right direction. Further discussion followed and ultimately the Planning Commission voted to recommend approval of the proposed landscape plan with the 3 recommended conditions of approval, which included a condition requiring the applicant to revise the landscape plan to the satisfaction of Carver Soil & Water. The approval was via a 4-1 vote, but the recommendation of approval was contingent on the applicant getting approval of the plan from Soil & Water.
26. **May 12th, 2022** – Mr. Lovett organized another on site meeting, which included the property owners, Mr. Lovett, Seth Ristow and Lane Braaten. The on-site discussion resulted in Mr. Ristow indicating that he would stand by his previous comment letters requiring restoration of the slope. Staff provided three options to Mr. Lovett and the property owner which included: 1) revise the plan according to Mr. Ristow’s comments and move forward to the City Council with a recommendation of approval from the Planning Commission, 2) Move forward to the City Council review without revisions and with a recommendation of denial from the Planning Commission, or 3) withdraw the after-the-fact Steep Slope Alteration Permit application and this item would be processed as a code enforcement issue, which would result in an enforcement letter from most likely the City Attorney requiring compliance with City Code within a specified time frame.
27. **May 18th, 2022** – Staff received an email from Mr. Lovett indicating that they decided to leave their proposal as it stood and that they would like to move forward to the City Council meeting. Mr. Lovett indicated that they were aware that to move forward without the required revisions would include a recommendation of denial from the Planning Commission.
28. **May 19th, 2022** – staff received the final email regarding this issue from Mr. Lovett, which has been attached for review and consideration (See Attachment 14). A follow up email by the property owners indicated that they concurred with Mr. Lovett’s email and that they will plan to attend the June 6th, 2022 City Council meeting.

The information below is a revised rendition of the staff memo, which was reviewed by the Planning Commission at their previous meetings during the review of this proposed permit. The staff report has been updated each time a significant revision to the plan has been included.

BACKGROUND

Applicant: Tim Lovett/Cornerstone Landscaping

Property Owner: Michael and Sarah Swoboda

Address: 233 Lakeview Terrace Boulevard

PID# 752950260

Zoning: R-2, Single-Family Residential District

Special District: Shoreland Overlay District

REQUEST:

The City has received an after-the-fact Steep Slope Alteration Permit application from Tim Lovett/Cornerstone Landscaping (the “applicant”) to allow improvements within a steep slope on the property located at 233 Lakeview Terrace Boulevard.

APPLICABLE ORDINANCE PROVISIONS:

1. Section 900.05 – District Regulations, Subd. 2.B – R-2, Single-Family Residential District
2. Section 900.06 – Supplementary Regulations, Subd. 7 – Shoreland Overlay District
3. Section 900.06 – Supplementary Regulations, Subd. 8 – Environmental Protection Regulations
4. Section 900.12 – Administration, Enforcement and Procedures, Subd. 11 – Land Alterations

DEFINITIONS:

Sensitive Resource Management – The preservation and management of areas unsuitable for development in their natural stage due to constraints such as shallow soils over groundwater to bedrock, highly erosive or expansive soils, steep slopes, susceptibility to flooding or occurrence of flora or fauna in the need of special protection.

Intensive Vegetation Clearing - The complete removal of trees or shrubs in a contiguous patch, strip, row or block.
Shore Impact Zone – Land located between the ordinary high water level of a public water and a line parallel to it at a setback of 50% of the structure setback.

Shoreland – Land located within the following distances from public water; 1,000 feet from the ordinary high water level of a lake, pond, or flowage; and, 300 feet from a river or stream, whichever is greater. The limits of shorelands may be reduced whenever the waters involved are bounded by topographic divides which extend landward from the waters for lesser distances and when approved by the Commissioner.

Steep Slope – Land where agricultural activity or development is either not recommended or described as poorly suited due to slope steepness and the sites soil characteristics, as mapped and described in available county soil surveys or other technical reports, unless appropriate design and construction techniques and farming practices are used in accordance with the provisions of these regulations. Where specific information is not available, steep slopes are lands having average slopes over 12% as measured over horizontal distances of 50 feet or more, that are not bluffs.

STEEP SLOPE ALTERATION PERMIT PROCEDURES:

The City Code requires, prior to the commencement of any development on a steep slope, an application for a permit shall be made to the City for review and approval by the Planning Commission and City Council. Steep Slopes, as defined in the Shoreland Overlay District, are slopes exceeding 12% over a distance of 50 feet or more, which are not bluffs. Properties outside of the Shoreland Overlay District are also required to get approval of a Steep Slope Alteration Permit prior to commencement of any work for slopes of 18% or more.

The Shoreland Overlay District states “Local government officials must evaluate the possible soil erosion impacts and development visibility from public waters before issuing a permit for construction of sewage treatment systems, roads, driveways, structures or other improvements on steep slopes. When determined necessary, conditions must be attached to issued permits ***to prevent erosion and to preserve existing vegetation screening of structures, vehicles, and other facilities as viewed from the surface of the public waters, assuming summer, leaf-on vegetation*** (emphasis added).”

In summary of the City Code, shoreland alterations are allowed as long as the applicant is not intensively clearing the vegetation on the steep slope, the structures on the property are reasonably screened as viewed from the water, pesticide use is minimized on the property, grading and or filling done in a way as not to detrimentally affect the lake or neighboring properties, exposure of bare ground is limited and methods to control soil erosion are put in place.

1. **ENVIRONMENTAL PROTECTION REGULATIONS:**

“Land alteration is the process of changing the existing landscape by excavating, filling, or grading... ..no land shall be altered, excavated, filled or graded and no vegetation removed without first obtaining a permit from the City.”

PLANNING CONSIDERATIONS:

1. The applicant has completed improvements within the steep slope on the property and as a result an after-the-fact steep slope permit application is required.
2. The majority of the improvements are located within the Shore Impact Zone (SIZ), which is the area within 25 feet of the OHWL of Lake Waconia, which is to remain natural except for an access to the lake.
3. The Shoreland Alteration section of the City Code states that no intensive clearing of vegetation on a steep slope is allowed. The applicant has removed at least two trees and all of the existing vegetation on the slope and has replanted trees, sparse vegetation and spread mulch on the slope. The installed landscaping also includes the installation of grass and boulders within the steep slope and the SIZ.
4. Approval of the Steep Slope Land Alteration Permit request shall also serve as approval for the grading and filling to be done in conjunction with the proposed improvements. The grading shall be completed per the requirements stated in the City Code and as summarized below: a) All operations shall be conducted within the property lines., b) Grading that extends over the property lines shall require easements from adjacent property owners., c) Upon completion of filling operations the disturbed areas shall be restored with topsoil or other approved cover material and shall be reseeded to establish approved vegetation., d) Finished grades shall not adversely affect adjacent properties., e) Drainage facilities shall be provided to effectively divert or convey storm water run-off., f) Provisions of effectively controlling fire, rodents, and dispersal of material by wind or by hauling to and from the site, and for general maintenance of the site shall be made., g) The excavation of filling permit shall run for six (6) months unless a lesser or greater period is requested and approved by the City Council.
5. City staff contacted representatives from the DNR, the Carver County Water Management Organization (CCWMO), and Carver Soil & Water. The comments received have been included in this packet for review.
6. The building permit for the home was issued in October of 2020 and noted no improvements in the steep slope area. It is staff's understanding that the home builder did not hire or complete the landscaping for this project.
7. The steep slope area was identified on the Certificate of Survey submitted with the new home construction. Additionally, the survey also identifies significant trees within the area. This document has been attached to the end of the report for reference.
8. Staff initially visited the property on August 3rd based on a complaint received. The landscaper completed the work and staff again visited the property on August 16th. The pictures taken during each of these visits have been attached for review and consideration.

RECOMMENDATION

The Planning Commission most recently reviewed the after-the-fact Steep Slope Alteration Permit application at their regular meeting on May 5th, 2022. As the applicant has not revised the application to the satisfaction of Carver Soil & Water and the DNR the Planning Commission recommendation is to deny the after-the-fact Steep Slope Land Alteration Permit.

Attachments:

1. [22165res_Denying_the_After_the_Fact_Steep_Slope_Land_Alteration_Permit.docx](#)
2. [Attachment 2 Location Map.pdf](#)
3. [Attachment 3 Certificate of Survey 233 Lakeview Terrace Boulevard.pdf](#)
4. [Attachment 4 August 3rd 2021 Property Pictures.pdf](#)

5. [Attachment 5 August 16 2021 Property Pictures.pdf](#)
6. [Attachment 6 Initial Steep Slope Permit Information.pdf](#)
7. [Attachment 7 August 24 2021 Soil and Water Comments Seth Ristow.pdf](#)
8. [Attachment 8 August 26th 2021 MN DNR Comments Taylor Huinker.pdf](#)
9. [Attachment 9 November 16th 2021 Carver Soil and Water Letter Seth Ristow.pdf](#)
10. [Attachment 10 November 17th 2021 MN DNR Letter Taylor Huinker.pdf](#)
11. [Attachment 11 March 24 2022 Submittal by Cornerstone Landscaping.pdf](#)
12. [Attachment 12 March 24th Revised Planting Plan.pdf](#)
13. [Attachment 13 May 2nd EMAIL SWCD Seth Ristow Review Comments.pdf](#)
14. [Attachment 14 EMAIL Tim Lovett.pdf](#)

<i>FINANCIAL IMPLICATIONS:</i> Funding Sources & Uses:	<i>ADVISORY BOARD RECOMMENDATIONS:</i> May 5th, 2022 Planning Commission Recommendation of Denial	
Budget Information: _____ Budgeted _____ Non Budgeted _____ Amendment Required	Planning Commission	
	Parks and Recreation Board	
	Safari Island Advisory Board	
	Other	

**CITY OF WACONIA
RESOLUTION NO. 2022-165**

**RESOLUTION DENYING A STEEP SLOPE LAND ALTERATION PERMIT
FOR 233 LAKEVIEW TERRACE BOULEVARD**

WHEREAS, Mr. Tim Lovett, Cornerstone Landscaping (the "**Applicant**") has submitted a Steep Slope Land Alteration Permit application pursuant to Section 900.12, Subd. 11 of the Waconia City Code and Section 900.06, Subd. 7 of the Waconia City Code; and

WHEREAS, the subject parcel is located at 233 Lakeview Terrace Boulevard and identified as PID# 752950260 (the "**Property**"); and

WHEREAS, the Property is zoned R-2, Single-Family Residential and located within the Shoreland Overlay District; and

WHEREAS, the Applicant has requested an after-the-fact Steep Slope Land Alteration Permit to allow landscape improvements and grading within the Shore Impact Zone and Steep Slope on the Property; and

WHEREAS, the Planning Commission reviewed the pertinent information on May 5th, 2022 and recommended approval of the landscape plan via a 4-1 vote as long as the plan was revised to the satisfaction and approval of the Carver Soil & Water Conservation District (SWCD); and

WHEREAS, the Applicant has not received approval of the SWCD, would like the application reviewed by the City Council, and is aware that the forwarded recommendation to the Council will be a recommendation of denial from the Planning Commission; and

WHEREAS, the City Council further finds and concludes:

1. The work completed within the Shore Impact Zone and Steep Slope on the property are in violation of the City Code as the Applicant has intensively cleared portions of the property.
2. The proposed landscape plan is not consistent with the recommendation of the Carver Soil & Water Conservation District or the DNR.
3. The work completed on the property required a Steep Slope Land Alteration Permit prior work commencing on the property.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Waconia hereby denies the Steep Slope Land Alteration Permit submitted by Tim Lovett, Cornerstone Landscaping for the property located at 233 Lakeview Terrace Boulevard.

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

Kent Bloudek, Mayor

ATTEST: _____
Shane Fineran, City Administrator



SWOBODA RESIDENCE

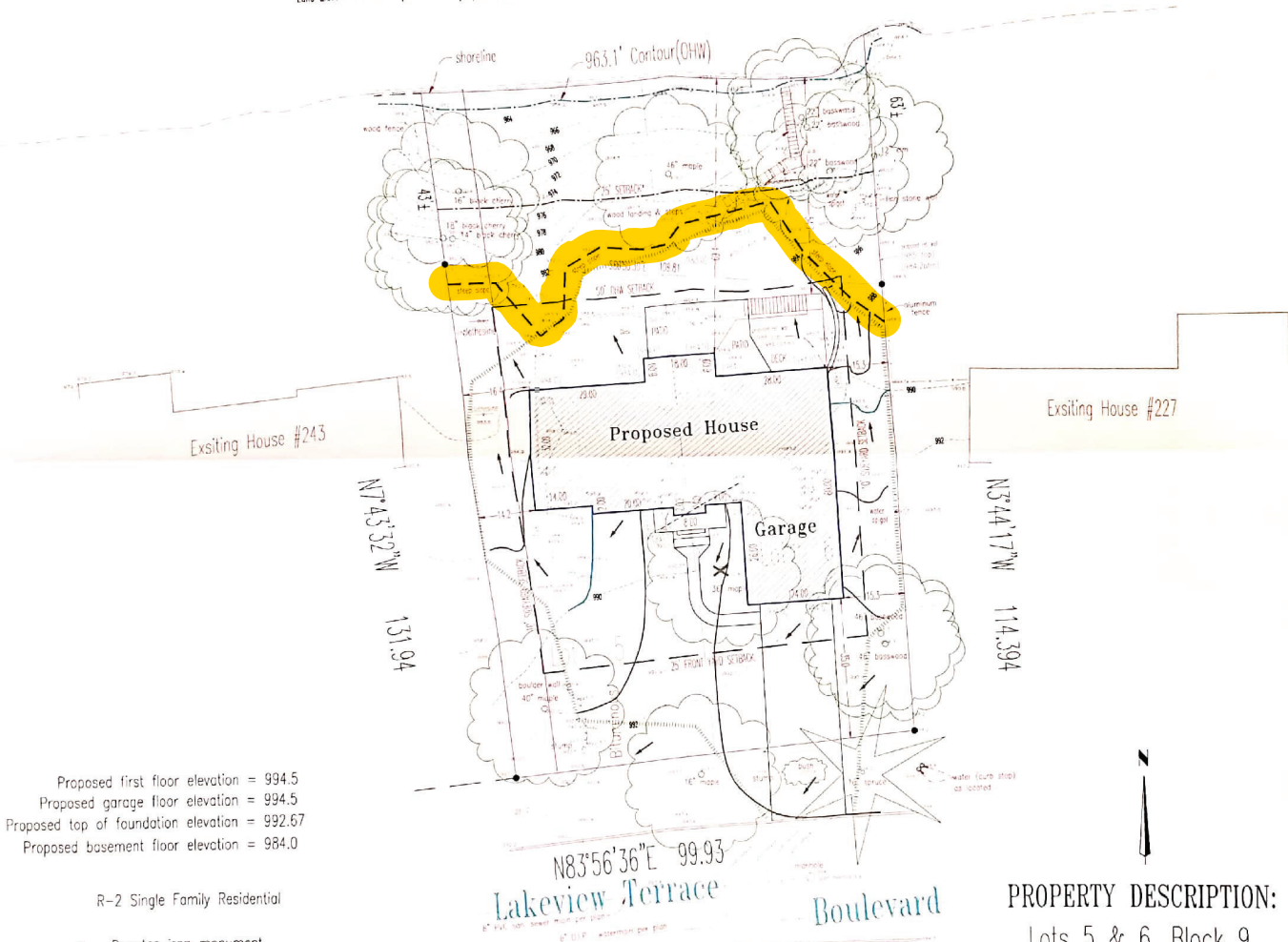
CERTIFICATE OF SURVEY

LAKE WACONIA (f.k.a. Clearwater Lake)

OHW: 963.1 ft (N.G.V.D. 1929)

Lake Elevation: 962.5 ft (N.G.V.D. 1929) April 5, 2020

Highest recorded: 963.91 ft (N.G.V.D. 1929) July 11, 1993



Proposed first floor elevation = 994.5
 Proposed garage floor elevation = 994.5
 Proposed top of foundation elevation = 992.67
 Proposed basement floor elevation = 984.0

R-2 Single Family Residential

- Denotes iron monument
- Denotes found monument
- Denotes proposed elevation
- Denotes existing elevation
- Denotes proposed surface drainage
- ✕ Denotes tree to be removed
- Denotes proposed silt fence / erosion control

-Proposed retaining wall design by others
 -See approved final building plans for construction dimensions and details

Proposed Hardcover:	
House & Garage (include city)	3,362 Sq. Ft.
Driveway & Apron	644 Sq. Ft.
Patio	415 Sq. Ft.
Sidewalk	143 Sq. Ft.
	4,564 Sq. Ft.
Parcel Area	18,257.5 Sq. Ft.
Impervious Surface	25%

PROPERTY DESCRIPTION:

Lots 5 & 6, Block 9,
 HARMS LAKEVIEW TERRACE

SITE ADDRESS:

233 Lakeview Terrace Blvd
 Waconia, MN

DEMARS-GABRIEL
 LAND SURVEYORS, INC.
 2317 W. 93rd St.
 Bloomington, MN 55431
 763-559-0908
 612-751-6785
 dec@qwestoffice.net

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

As surveyed by me this 30th day of July, 2020.

Revised: 8/25/2020

David E. Crook Minn. Reg. No. 22414

File No.
 14746C
 Book-Page
 Scale
 1"=20'

Prepared for:

Mathews + Vesek
 Construction











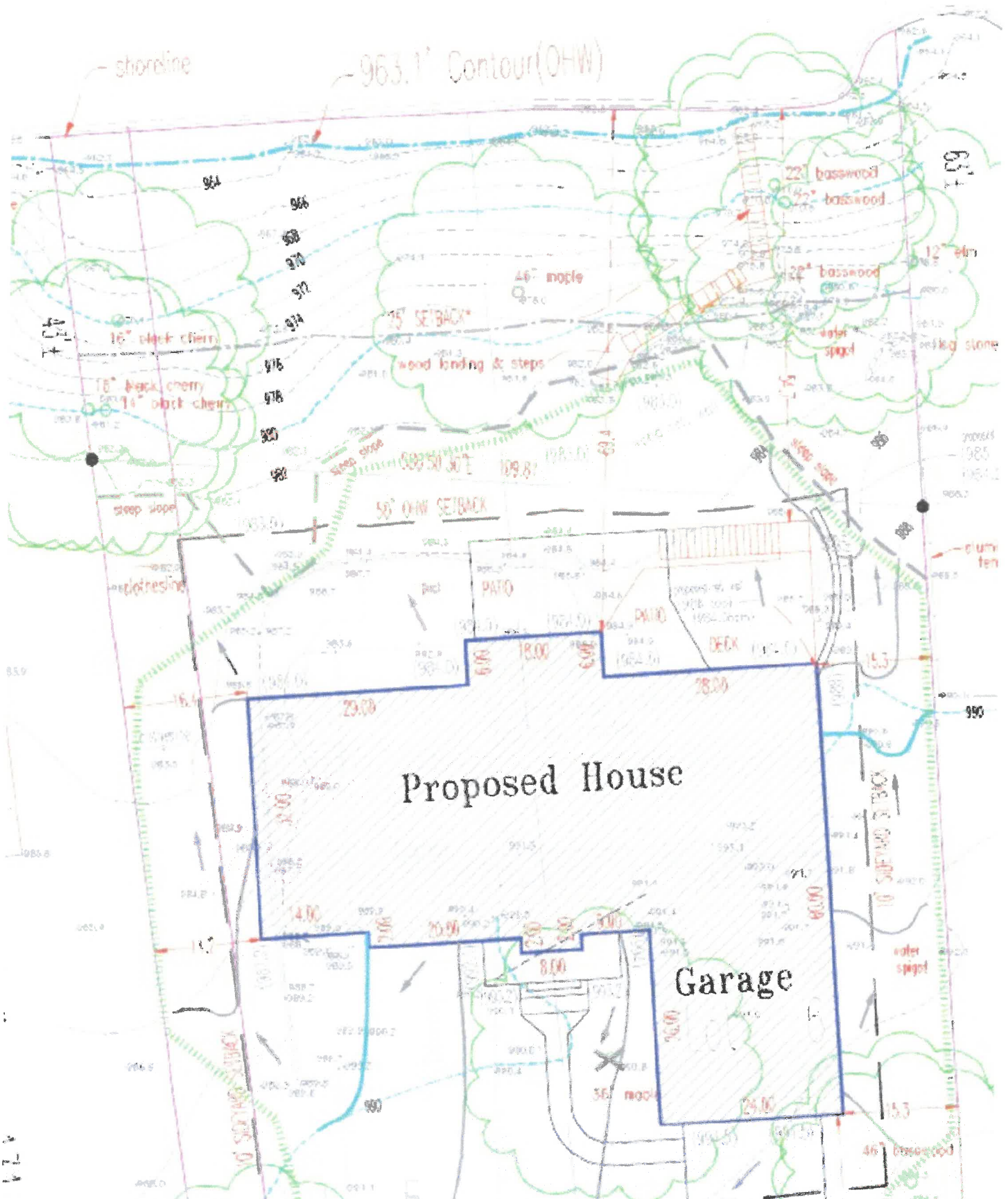












Erosion

Swobota Survey



Tim Lovett <csilandscaping@yahoo.com>
To: Tim Lovett <csilandscaping@yahoo.com>

★ Only topsoil was disturbed
where necessary for plantings

csilandscaping@.../Inbox

Aug 23 at 1:39 PM

★ Existing root system was left
in place.

★ Old wash-outs & shelf filter restored

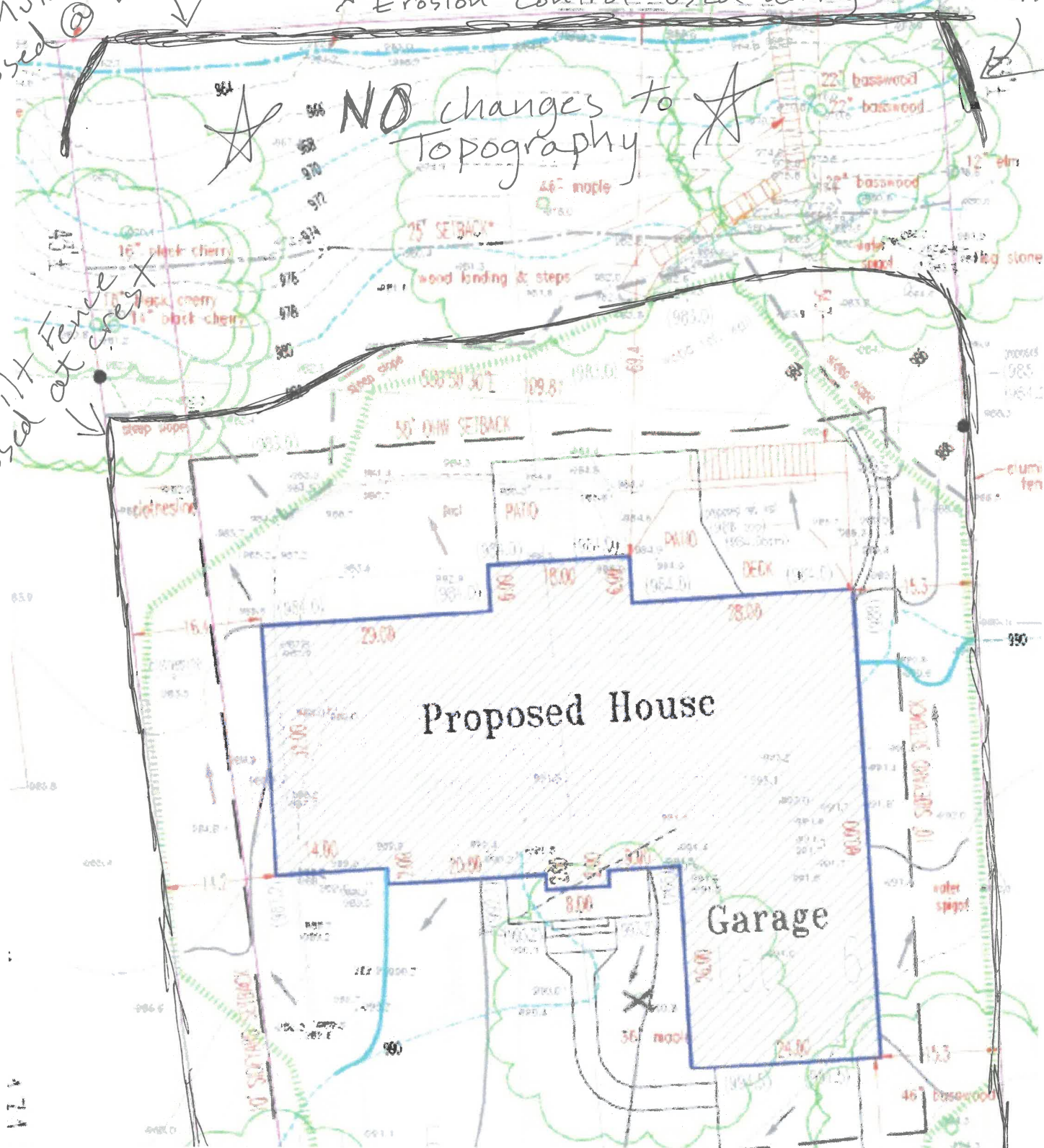
★ Double shredded hardwood mulch installed as
ground cover until plantings spread

★ Erosion Control used during construction

★ NO changes to
Topography

Mulch logs
used @ Lake

Silt fence
used at creek



(No Subject)

csilandscaping@.../inbox



Tim Lovett <csilandscaping@yahoo.com>
To: Tim Lovett <csilandscaping@yahoo.com>

Aug 23 at 2:47 PM



[Sent from Yahoo Mail for iPhone](#)



Tim Lovett <csilandscaping@yahoo.com>
To: Tim Lovett <csilandscaping@yahoo.com>

Aug 23 at 2:33 PM



List of items:

Double Shredded Mulch (39)
Granite Boulder (31)
Weigelia Red Prince (5)
Purple Sand Cherry (6)
Karl Foerster Feather Reed Grass Green (12)
Hydrangea Endless Summer Blue (7)
verigated dogwood (8)
pink muhly (10)
rose fountain (9)
white azalia (4)
pink azalia (7)
Maple Autumn Blaze Fall Red (3)
Crimson barberry (6)
White hydrangea (3)
Creeping phlox (21)

[Sent from Yahoo Mail for iPhone](#)

Lane Braaten

From: Seth Ristow <sristow@co.carver.mn.us>
Sent: Tuesday, August 24, 2021 12:33 PM
To: Lane Braaten; Paul Moline; Huinker, Taylor (DNR)
Subject: RE: 233 Lakeview Terrace

My review and recommendations below.

233 Lakeview Terrace Blvd. Review
Seth Ristow (Carver SWCD)
Landscape Restoration Specialist

Review

- What was all installed? No real plan
- What is a shelf filter and where is it located?
- Was bottom slope removed or altered? Turf below wall looks new
- Where large trees removed?
- Was irrigation added?
- Proposed vegetation is not native
- Vegetation is sparsely spaced giving potential for erosion. Previous vegetation had much better erosion control capability
- Proposed vegetation is purely aesthetic and has low habitat value

Recommendations

- Use only vegetation native to Midwest. No varieties
- Remove recently installed vegetation except trees
- Remove excessive bouldering
- Plant native trees, shrubs, grasses, flowers, and sedges
- Plant grasses and flowers no more than 18" on center and use diverse mix of plants that bloom throughout the season
- Manage area as habitat not formal landscape
- Do not use mulch in future and let plants spread
- Consult with contractor that understands native plant establishment and maintenance
- Create an establishment and maintenance plan to avoid issues in the future
- Do not irrigate area once established. Typically, 2-3 months

Seth Ristow | Landscape Restoration Specialist | Carver Soil & Water Conservation District |

11360 US-212 | Cologne, MN 55322 | Office: 952-466-5264 | Cell: 334-707-4202 | sristow@co.carver.mn.us



From: Lane Braaten <LBraaten@waconia.org>
Sent: Tuesday, August 24, 2021 9:16 AM

Ecological and Water Resources
1200 Warner Road
St. Paul, MN 55106

August 26, 2021

Lane Braaten
Community Development Director
City of Waconia
201 South Vine Street
Waconia, MN 55387

RE: 233 Lakeview Terrace Blvd – After-the-Fact Steep Slope Permit

Dear Lane,

DNR has reviewed the after-the-fact steep slope permit for 233 Lakeview Terrace Blvd. The work that was conducted consists of clearing of the existing vegetation, including a large tree, installation of mulch, a number of boulders and sparse vegetation.

The Waconia Shoreland Ordinance states that “intensive vegetation clearing within the shore impact zone and on steep slopes is not allowed”, but does allow “limited clearing of trees and shrubs and cutting, pruning and trimming of trees ... to provide a view to the water from the principal dwelling site, in the shore impact zone and on steep slopes”. The work that was conducted at this location is intensive clearing and is clearly not consistent with these provisions. The DNR would have strongly objected and recommended denial of the steep slope permit, had it been applied for. As such, the City should require restoration of this steep slope area in shoreland.

DNR recommends implementation of a restoration plan reviewed and approved by the Carver County Soil and Water Conservation District. The restoration should consist of the thorough addition of native plants and trees, limited to no use of mulch and removal of boulders. The Waconia Shoreland Ordinance specifically states “mulches or similar materials must be used, **where necessary**, for **temporary** bare soil coverage, and a permanent vegetation cover must be established as soon as possible”. The mulch placed at this location is intended for permanent, landscaping purposes, without the intent of permanent vegetation cover. The plan submitted states the roots of the previous vegetation were left in place, but as they are covered in mulch, they provide little to no benefit, especially given the lack of added live plants.

A healthy shore impact zone is vital for the health of a lake and serves as a buffer between upland and the water. The work done at this location has removed almost all of the benefits of previously existing shoreland area, including vegetation cover, which encourages soil erosion (or mulch) and nutrients to flow directly to the

lake. Studies of Minnesota lakes have shown that the removal of natural vegetation near the shoreline reduces the amount of habitat available to songbirds and amphibians and reduces fish-nesting. Many of these problems could be prevented or minimized if an area of native plants is maintained or restored.

Waconia's Shoreland Ordinance allows for modest shoreland work to be conducted in order to allow landowners to enjoy a view of the lake. The work done at this location very much exceeds what is allowable and should be restored in order to be in compliance with the shoreland ordinance in order to protect the lake's health and provide valuable habitat for wildlife.

Thank you for the opportunity to comment on this application.

Sincerely,

A handwritten signature in cursive script that reads "Taylor Huinker".

Taylor Huinker
Area Hydrologist

CC: Daniel Petrik, Lake and River Shoreland Program Manager
Jack Gleason, South District Hydrologist Supervisor



Carver County Soil and Water Conservation District

11360 US-212

Cologne, MN 55322

November 16, 2021

Lane Braaten
Community Development Director
City of Waconia
201 South Vine Street
Waconia, MN 55387

Dear Lane,

I have reviewed the After the Fact Steep Slope Permit for the Swoboda residence at 233 Lakeview Terrace. Since the landscaping that has been done violates the Waconia Shoreland Ordinance and has a lesser water quality and habitat value, I recommend a restoration of the area with a diverse thick native planting.

The recently constructed landscaping on the steep slope in my opinion was constructed for mainly aesthetic value and lake access. Previously the area (approximately 4600SF) was covered with a full tree canopy and a thickly vegetated understory layer. That would have provided excellent slope stability and cover for a diverse number of species. The new landscape is a dark colored mulched hillside with non-native and natives (native plants breed for horticulture value). The plants have large spaces between groupings which could potentially lead to erosion. On the bottom of the slope in the riparian area is Kentucky Bluegrass sod down to the riprap. The sod has limited environmental value and could potentially contribute to nutrients being added to the lake through fertilization. The riparian zone typically has the highest habitat value to other species planting Kentucky Bluegrass turf removes almost all available habitat in that area.

With Lake Waconia continually losing important habitat areas through development and landscape updates I think it is important to restore areas that have violated your Shoreland Ordinance or other ordinances. At 233 Lakeview Terrace I recommend removing all recently planted non-native species. Leaving the Purple Sand Cherries and Autumn Blaze Maples. The area should be planted with a diverse combination of native plants. I would recommend having at least 3 blooming species per season and incorporating shrubs and trees. Planting flowers and grass plugs 18" on center would help stabilize the area quickly and provide habitat. This would mean planting approximately 1,500 plugs if planted with shrubs and trees. The turf being in the riparian area should be replaced with a thick native buffer. The

homeowner may want to contact a native plant contractor that specializes in native plantings to assist in restoring the area and coming up with an establishment and maintenance plan. Native plantings greatly benefit from regular maintenance during establishment and limited maintenance once established. The native planting could be designed to be both aesthetically pleasing and an environmental enhancement. I am happy to provide the landowner and the city guidance on the restoration of this site.

Sincerely,

A handwritten signature in black ink, appearing to read 'Seth Ristow', with a stylized, cursive script.

Seth Ristow

Carver Soil and Water Conservation District

Landscape Restoration Specialist

Ecological and Water Resources
1200 Warner Road
St. Paul, MN 55106

November 17, 2021

Lane Braaten
Community Development Director
City of Waconia
201 South Vine Street
Waconia, MN 55387

RE: 233 Lakeview Terrace Blvd – After-the-Fact Steep Slope Permit

Dear Lane,

DNR has reviewed the after-the-fact steep slope permit for 233 Lakeview Terrace Blvd and conducted a site visit on October 27, 2021. The work that was reviewed consisted of cutting the existing vegetation, including a two large trees, and installation of mulch, boulders, and trees and shrubs.

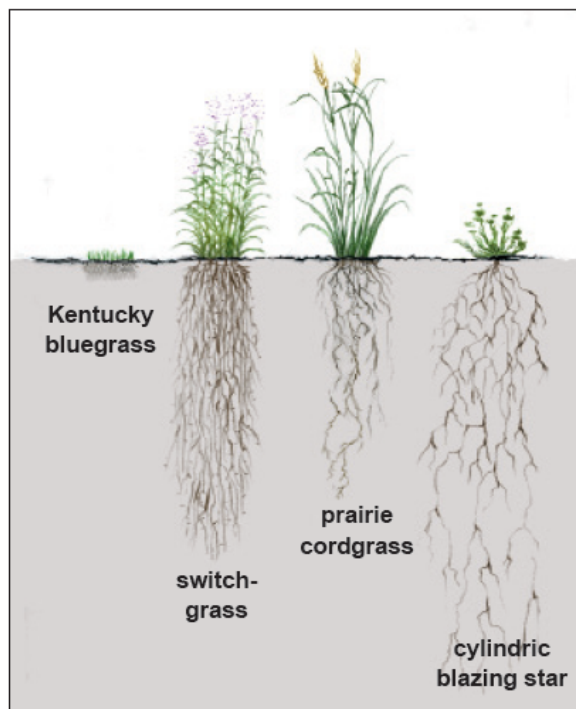
The Waconia Shoreland Ordinance states that “intensive vegetation clearing within the shore impact zone and on steep slopes is not allowed”, but does allow “limited clearing of trees and shrubs and cutting, pruning and trimming of trees ... to provide a view to the water from the principal dwelling site, in the shore impact zone and on steep slopes”. The work that was conducted at this location cleared the site of the two existing mature trees and all the scrubby brush. The steep slope was planted with almost exclusively non-native plants and trees and left with a large amount of open area only covered with mulch. A strip of sod was installed along a “filter bench” along the lake’s edge. DNR would have strongly objected and recommended denial of the steep slope permit, had it been applied for. As such, the City should require restoration of this steep slope area in shoreland.

One mature tree was leaning considerably, so it is understandable that this was removed due to a safety hazard. However, it is unclear why the other large tree was removed, given the lack of any other large trees within the view of the lake. The Waconia Shoreland Ordinance states “the screening of structures, vehicles, or other facilities as viewed from the water, assuming summer, leaf-on conditions, is not substantially reduced” (Section 900.06, Subd. 7, F(2a)). The removal of this large tree makes the house **completely** visible from the water and this action was absolutely inconsistent with the shoreland ordinance. Even with the three trees planted, it will take time for them to mature and screen the house from the water and disappointingly cannot be practically restored at this time.

What can be restored, is the rest of the planting. DNR recommends the steep slope receive supplemental plantings of trees and native shrubs, grasses, and forbs, as directed by the Carver County Soil and Water Conservation District. Additionally, a majority of the shrubs already planted should be replaced with native shrubs and plants. Given how steep the slope is and how all the existing cover has been stripped, it is extremely important for thick vegetation with robust root systems to be established. The existing state of the slope is not adequate.

It is also imperative that the mulch be limited to this one time application. The Waconia Shoreland Ordinance specifically states “mulches or similar materials must be used, **where necessary**, for **temporary** bare soil coverage, and a permanent vegetation cover must be established as soon as possible”. The mulch placed at this location appears to be largely intended for permanent, landscaping purposes, without the intent of permanent vegetation cover. The plan submitted states the roots of the previous vegetation were left in place, but as they are covered in mulch, they provide little benefit, especially given the lack added live plants.

A strip of turf grass was installed between the steep slope and riprap shoreline and with the purpose of serving as a filter bench due to a negative slope. No plans were produced showing the design of this filter bench, so it is unknown if this feature is truly a negative slope. It was stated during the site visit that the filter bench consists of sod on top of dirt. When planted with native vegetation, this buffer area provides functions critical to the health of the lake. Native plants have deep root systems which work to slow erosion, decrease ice damage and increase rain infiltration and nutrient uptake. Sod does not provide the same habitat or water quality benefits, even with a negative slope (see graphic below which contrasts the root structure of Kentucky bluegrass with native vegetation). Additionally, when water levels are high, waves may overtop the riprap and begin to undercut the sod, due to a lack of root structure. As such, the sod should be replaced with native plants in order to provide a robust root structure. A small area by the access path can remain in sod.



The picture contrasts the shallow (2-3 inches) roots of Kentucky bluegrass to the deep (3-5 feet) and dense roots of native grasses. The root systems of native grasses may be effective for preventing erosion.

Steve Adams

A healthy shore impact zone is vital for the health of a lake and serves as a buffer between upland and the water. The work done at this location has removed almost all of the benefits of previously existing shoreland area, including vegetation cover, which encourages soil erosion and nutrients to flow directly to the lake. Studies of Minnesota lakes have shown that the removal of natural vegetation near the shoreline reduces the amount of habitat available to songbirds and amphibians and reduces fish-nesting. Many of these problems could be prevented or minimized if an area of native plants is maintained or restored.

Waconia's Shoreland Ordinance allows for modest shoreland work to be conducted in order to allow landowners to enjoy a view of the lake. The work done at this location was done with apparent disregard for the Waconia Shoreland Ordinance and should be restored to come into compliance in order to protect the lake's health and provide valuable habitat for wildlife. The landowner and landscaper commented during the site visit that one of their goals was to keep the lake healthy. The direction provided by this letter and from the Carver County SWCD will guide their project towards meeting that goal.

Thank you for the opportunity to comment on this application.

Sincerely,

A handwritten signature in cursive script that reads "Taylor Huinker".

Taylor Huinker
Area Hydrologist

CC: Daniel Petrik, Lake and River Shoreland Program Manager
Jack Gleason, South District Hydrologist Supervisor
Seth Ristow, Carver County SWCD

Lane Braaten

From: Tim Lovett <csilandscaping@yahoo.com>
Sent: Thursday, March 24, 2022 2:17 PM
To: Lane Braaten
Subject: Fw: 233 Lakeview Terrace Blvd

[Sent from Yahoo Mail for iPhone](#)

Begin forwarded message:

On Thursday, March 24, 2022, 1:22 PM, Tim Lovett <csilandscaping@yahoo.com> wrote:

Proposal to finish and close steep slope permit as follows:

Install additional native plantings as recommended by MN DNR, in order to establish a deep root system, and reestablish natural habitat within the Shoreland zone:

- 30 switchgrass plugs
- 9 bush junipers
- 15 wolfberry shrubs
- 15 blue grama plugs

Native Plant Encyclopedia

Blue Grama

Bouteloua gracilis



Recommended Planting Range

Description

Blue grama is a major prairie grass of drier, shortgrass prairies of North America. It is rare as far east as eastern Minnesota. In our area, it grows on dunes, bluffs, gravelly ridges or places where it is less crowded by taller prairie grasses. Does best on well-drained sandy soil. Forms low, spreading clumps, with small curling leaves.



Select thumbnails to enlarge

Life Form: Grasses, Sedges and Rushes

Habitat: Upland Dry

Exposure: Full Sun

Height: 0.5-1.0 ft

Spacing: 1 ft

Flower Color:

Bloom Time:

Native Plant Encyclopedia

Bush Juniper

Juniperus communis var. *depressa*

(previously: *Juniperus communis depressa*)



Recommended Planting Range

Description

Bush juniper grows on dry, rocky or sandy, low-nutrient soil in full sun where it forms large, spreading bushes. Prickly, but useful for hot, dry slopes.



Select thumbnails to enlarge

Life Form: Trees and Shrubs

Habitat: Upland Dry

Exposure: Full Sun

Height: 1.5-5.0 ft

Spacing: 8-20 ft

Flower Color:

Bloom Time:

Native Plant Encyclopedia

Switchgrass

Panicum virgatum



Recommended Planting Range

Description

Switchgrass is a common and important grass in North American prairies. It is widely planted in grassland restorations because it provides both summer and winter habitat to a variety of native animal species. It spreads by rhizomes and can dominate areas in which it is planted making it difficult for other species to establish later on.



Select thumbnails to enlarge

Life Form: Grasses, Sedges and Rushes

Habitat: Transitional, Upland Moist, Upland Dry

Exposure: Full Sun

Height: 3.0-5.0 ft

Spacing: 2-3 ft

Flower Color:

Bloom Time:

Native Plant Encyclopedia

Wolfberry

Symphoricarpos occidentalis



Recommended Planting Range

Description

Wolfberry is a common shrub of prairies. It also grows in woodlands if the tree cover is sparse and some light reaches the shrub layer. It grows on dry soil of varying textures (sandy, gravelly, silty or loamy). On rich soils, it spreads readily and forms colonies.



Select thumbnails to enlarge

Life Form: Trees and Shrubs

Habitat: Upland Moist, Upland Dry

Exposure: Full Sun

Height: 2.0-4.0 ft

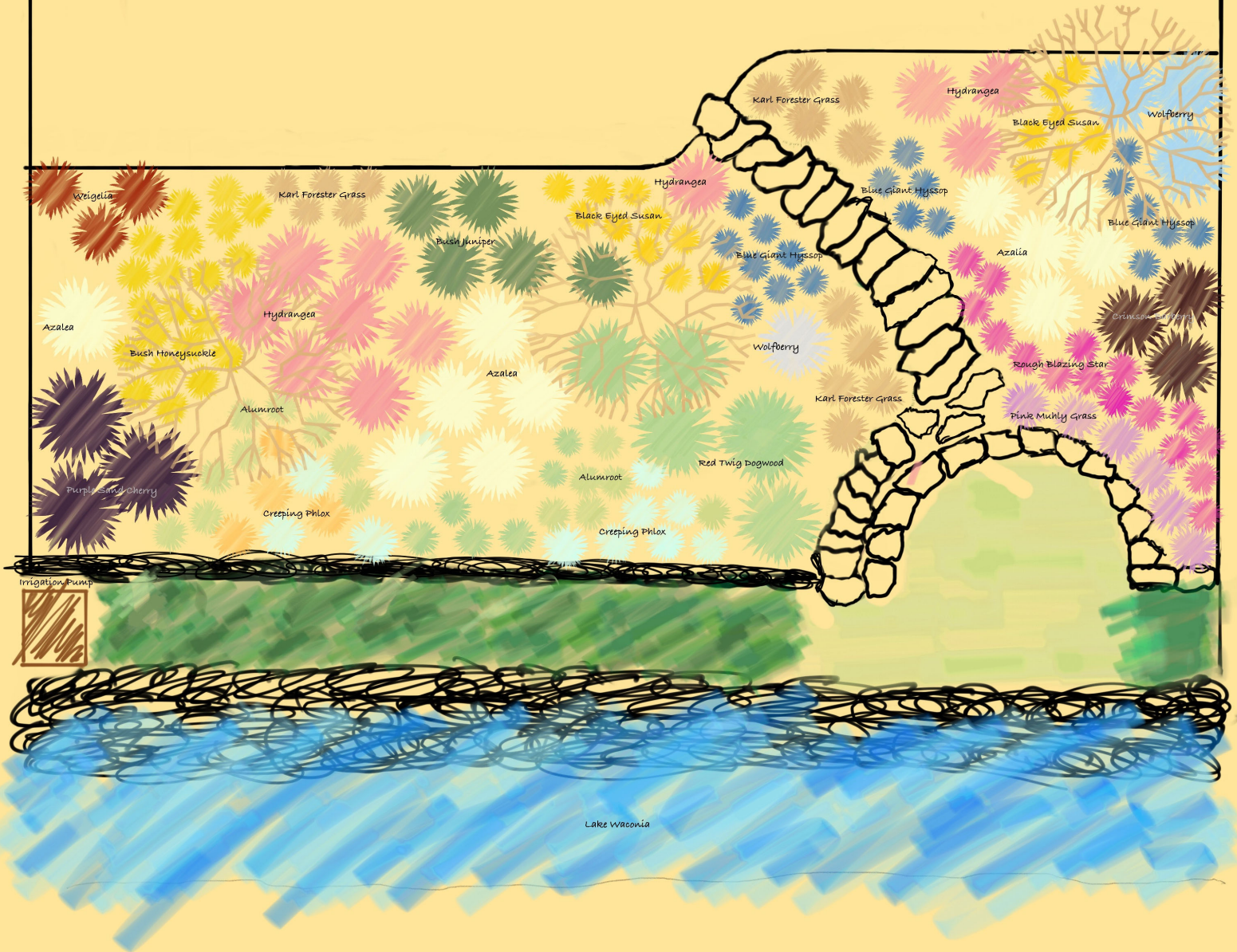
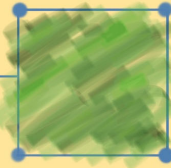
Spacing: 3-5 ft

Flower Color: Whitish Pink

Bloom Time: June August



Areas to be
seeded or
plugged with
switchgrass
every 4 inches



Non Native plantings	Qty.
Weigelia variety	3
Pink Muhly Grass	7
Karl Forester Grass	10
Dogwood variety	6
Hydrangea variety	10
Azalea variety	11
Crimsom Barberry	3
Creeping Phlox	14
Total	64

Native Plantings	Qty
Wolfberry Shrub	3
Purple Sandcherry	3
Bush Juniper	5
Autumn Blaze Maple	3
Switchgrass plugs	165
Bush Honeysuckle	21
Alumroot	21
Rough Blazing Star	16
Black Eyed Susan	17
Blue Giant Hyssop	19
Total	273



Native Plant Encyclopedia

Bush Honeysuckle

Diervilla lonicera



Recommended Planting Range

Description

Bush honeysuckle grows in a variety of forest and woodland situations, especially on bluffs, slopes, or hill crests in partial sun. It does not do well on wet or heavy soil. Once established, it tolerates sun or shade. It has attractive arching stems and forms patches. Spreads, but is not too aggressive. Blends nicely with other woodland plants.



Select thumbnails to enlarge

Life Form: Trees and Shrubs

Habitat: Upland Moist, Upland Dry

Exposure: Full Sun, Partial Sun, Full Shade

Height: 1.0-4.0 ft

Spacing: 1-2 ft

Flower Color: Yellow

Bloom Time: June July

Native Plant Encyclopedia

Wolfberry

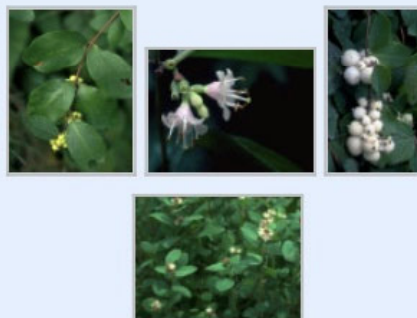
Symphoricarpos occidentalis



Recommended Planting Range

Description

Wolfberry is a common shrub of prairies. It also grows in woodlands if the tree cover is sparse and some light reaches the shrub layer. It grows on dry soil of varying textures (sandy, gravelly, silty or loamy). On rich soils, it spreads readily and forms colonies.



Select thumbnails to enlarge

Life Form: Trees and Shrubs

Habitat: Upland Moist, Upland Dry

Exposure: Full Sun

Height: 2.0-4.0 ft

Spacing: 3-5 ft

Flower Color: Whitish Pink

Bloom Time: June August

Native Plant Encyclopedia

Switchgrass

Panicum virgatum



Recommended Planting Range

Description

Switchgrass is a common and important grass in North American prairies. It is widely planted in grassland restorations because it provides both summer and winter habitat to a variety of native animal species. It spreads by rhizomes and can dominate areas in which it is planted making it difficult for other species to establish later on.



Select thumbnails to enlarge

Life Form: Grasses, Sedges and Rushes

Habitat: Transitional, Upland Moist, Upland Dry

Exposure: Full Sun

Height: 3.0-5.0 ft

Spacing: 2-3 ft

Flower Color:

Bloom Time:

Native Plant Encyclopedia

Rough Blazing Star

Liatris aspera



Recommended Planting Range

Description

Rough blazing star grows on dry, sandy or sandy-gravelly soil in prairies, and in openings in savannas and woodlands. The shoots grow from a bulb-like structure that is easy to transplant. Seedlings establish readily in sunny, uncrowded places. A colorful plant favored by butterflies.

Life Form: Ferns and Wildflowers

Habitat: Upland Moist, Upland Dry

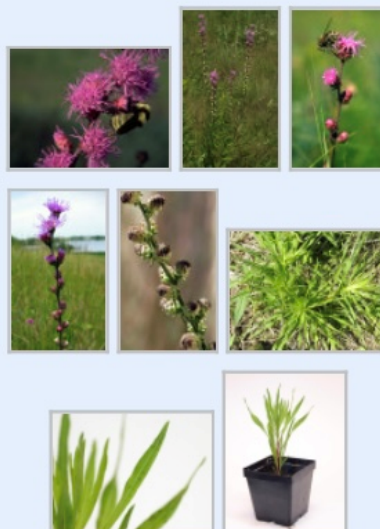
Exposure: Full Sun, Partial Sun

Height: 1.5-4.0 ft

Spacing: 1.5 ft

Flower Color: Pinkish; Lavender

Bloom Time: August Sept



Select thumbnails to enlarge

Native Plant Encyclopedia

Blue Giant Hyssop

Agastache foeniculum



Recommended Planting Range

Description

Blue giant hyssop grows in prairies and open woodlands on dry, sandy, gravelly, sometimes silty soil. It is commonly planted for its deep green, aromatic foliage and attractive blue flower spikes. It reproduces readily from seed.

Life Form: Ferns and Wildflowers

Habitat: Upland Moist, Upland Dry

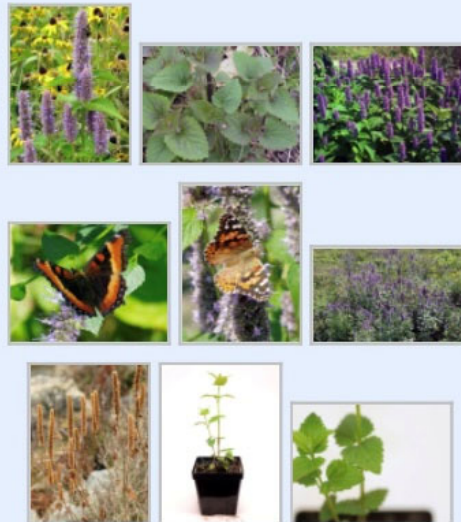
Exposure: Full Sun, Partial Sun

Height: 3.0-4.0 ft

Spacing: 2 ft

Flower Color: Blue

Bloom Time: July August



Select thumbnails to enlarge

Native Plant Encyclopedia

Black Eyed Susan

Rudbeckia hirta var. *pulcherrima*

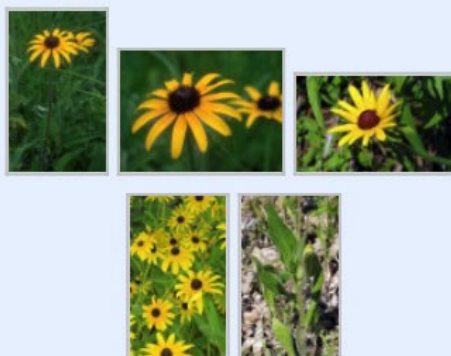


Recommended Planting Range

(previously: *Rudbeckia hirta*)

Description

Black-eyed Susan is the most common and widespread of our native coneflower-type plants. It grows in sunny, upland habitats, in dry to somewhat moist situations, and on a variety of soil types. It is short-lived but readily re-seeds. A tough, reliable plant, Black-eyed Susan continues to bloom with cutting.



Select thumbnails to enlarge

Life Form: Ferns and Wildflowers

Habitat: Upland Moist, Upland Dry

Exposure: Full Sun, Partial Sun

Height: 1.0-3.0 ft

Spacing: 1.5 ft

Flower Color: Yellow

Bloom Time: July August

Native Plant Encyclopedia

Alumroot

Heuchera richardsonii



Recommended Planting Range

Description

Alumroot is a common herb of woodlands, savannas, and prairies, especially characteristic of rocky ledges and bluffs. It grows on well-drained soil. Flowers are inconspicuous but intriguing. Leaves are attractive throughout the season.



Select thumbnails to enlarge

Life Form: Ferns and Wildflowers

Habitat: Upland Moist, Upland Dry

Exposure: Full Sun, Partial Sun

Height: 1.0-2.0 ft

Spacing: 1-1.5 ft

Flower Color: Greenish White

Bloom Time: May July

Lane Braaten

From: Seth Ristow <sristow@co.carver.mn.us>
Sent: Monday, May 2, 2022 5:40 PM
To: Tim Lovett; Lane Braaten; Mike R. Swoboda; Sara Swoboda; Huinker Taylor (DNR)
Subject: RE: Proposal for packet

Hi Tim,

It's getting closer. I like the native plants you chose. The concept is to reestablish a habitat not a formal landscape. The planting should be designed so the plants seed out and fill the area out so there is no open space after a couple years. The non-native shrubs should be removed and replaced with native plants. Plants you could use; new england aster, ox eye sunflower, blue/white false indigo, nodding pink onion, smooth penstemon, ohio spiderwort, indiagrass, common ninebark, american hazelnut, chokecherry.. Adding switch grass and another grass to the upper planting would help fill it out. The lower area should be more then just switchgrass. Other plants you could include; prairie cordgrass, woolgrass, Culver's root, blue flag iris, bonset, joe pye weed, white turtlehead, marsh phlox, obedient plant, cardinal flower, blue lobelia, swamp milkweed, golden alexanders..

Seth Ristow | Landscape Restoration Specialist | Carver Soil & Water Conservation District |

11360 US-212 | Cologne, MN 55322 | Office: 952-466-5264 | Cell: 334-707-4202 | sristow@co.carver.mn.us



From: Tim Lovett <csilandscaping@yahoo.com>
Sent: Thursday, April 28, 2022 1:28 PM
To: Lane Braaten <lbraaten@waconia.org>; Mike R. Swoboda <mike.swoboda@northcountryford.com>; Sara Swoboda <saraswoboda233@gmail.com>; Huinker Taylor (DNR) <taylor.huinker@state.mn.us>; Seth Ristow <sristow@co.carver.mn.us>
Subject: Proposal for packet

EXTERNAL EMAIL: Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Hello Lane, hopefully this gets to you in time for the packet, and if Seth has a chance to review it and respond before the meeting that would be great! The first drawing seems to be where Seth would like to see things go. I have also included descriptions of the plantings I've added since his last email. And on the bottom, the option with more switchgrass that he wasn't excited about. Let us know.

Thank you,

Tim

Lane Braaten

From: Tim Lovett <csilandscaping@yahoo.com>
Sent: Thursday, May 19, 2022 11:45 AM
To: Lane Braaten; Mike R. Swoboda; Sara Swoboda
Subject: Re: 233 Lakeview Terrace Blvd

Hello Lane,

Yes June 6 should work great, let's let the Swoboda's reply here as well. I/we do fully understand that the planning and zoning commission will not be recommending approval without Seth's acceptance of our current proposal. The plan that you have attached IS our most recent and final offer to meet in the middle towards what is being called a "natural restoration".

If you could please provide that, as well as my respectful explanation for the stance that we are taking, to the City Council as follows:

- 1) The two trees that were removed were deemed to be liabilities considering one was hollow, and one was leaning past 30°. And with the much anticipated use of the newly restored riprap and shoreline it was necessary to remove them both. The view to the house from the lake was not changed when these trees were removed. They had previously been trimmed up to an extremely high canopy. I believe this also contributed to their poor health and condition. We also added three new trees in their place.
- 2) The original landscape from the hill that took place an estimated 20 or 30 years ago, had been extremely neglected. I would consider this a landscape cleanup and renovation project rather than a landscape development or installation project. We simply cleaned out the weeds and added new plantings.
- 3) No development or grading or change of topography took place on the steep slope. The access path that was used for the riprap installation followed the original contour of the hill. The riprap installation and shoreline restoration was a non-permitted project through the DNR. That project has, as we know already been approved (and applauded) by both the DNR and Carver County.
- 4) No change of grade or topography took place with the installation of an access stairway to the lake. Natural stone stairs were chosen so that the changing grade at varying degrees, could be followed exactly. If this stairway is to be considered development, it and the access path for the rip rap portion covered an area of less than 50 lineal feet wide along the slope.

Any and all of these factors played a role in my understanding, or misunderstanding that a steep slope permit was ever even necessary to begin with. Since the after the fact steep slope application has been forced upon us, we have tried to explain these factors to the planning and zoning commission, as well as work with them to somehow meet in the middle. It is clear that we will not be able to reach an agreement with them or Seth from Carver County. The massive improvements we have made to previous run-off and erosion conditions, have been ignored by the planning and zoning commission for what seem to be political reasons. So at this point we leave it up to the City Council to decide. We are fully prepared to stand by the great improvements that have been made to this property concerning the health of the lake and the stability of the steep slope, should this turn into an enforcement issue later.

Thank you again, and I appreciate all of your work and mediation throughout this process.

Tim Lovett
Cornerstone Ind. Inc.

[Sent from Yahoo Mail for iPhone](#)