

WACONIA CITY COUNCIL MEETING AGENDA



Monday, May 2, 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** Carver County Commissioner Tim Lynch and Carver County Public Services Deputy Director Paul Moline
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) [April 18, 2022 City Council Minutes](#)
Approve April 18, 2022 City Council Minutes
- 2) [May 2, 2022 Expenditures](#)
Payment of May 2, 2022 Expenditures
- 3) [Contractor Pay Request #6 - Everson New Storage Shed](#)
Motion to approve Pay Estimate No. 6 to Ebert Construction for the Everson New Storage Shed
- 4) [Rink Management Services Corporation Safari Island Community Center Expenditures Incurred March 2022](#)
Motion to Approve Rink Management Corporation Expenditures for Safari Island Community Center

Incurred in March 2022

- 5) [Rink Management Services Corporation Waconia Ice Arena Expenditures Incurred March 2022](#)
Approve Rink Management Corporation Expenditures for Waconia Ice Arena Incurred in March 2022
- 6) [Lodging Tax Funds Request - Waconia CVB](#)
Motion to Approve Request for Lodging Tax Reimbursement from the Waconia CVB for Expenditures Incurred March - April 2022.
- 7) [Approve Temporary Liquor License for Lions Club](#)
Adopt Resolution 2022-126 Approving Temporary On-Sale Liquor License Applications for Lions Club
- 8) [Approve Temporary Liquor License for Lions Club](#)
Adopt Resolution 2022-127 Approving Temporary On-Sale Liquor License Applications for Lions Club
- 9) [Authorize Grant Submission for Memorial Restoration](#)
Adopt Resolution 2022-128, Approval of Application for Minnesota Historical Society Large Grant
- 10) [Approval of Flowtronex Variable Speed Pump Station Equipment Acquisition, Waterford Reuse](#)
Adopt Resolution 2022-129, Approval of Acquisition of Flowtronex Variable Speed Pump Station Equipment At A Cost of \$114,360.00 For The Waterford Storm Water Reuse Project; CIP Project 676
- 11) [Termination of Tax Increment Finance District #3](#)
Adopt Resolution No. 2022-130, Approving Termination of Tax Increment Finance District No. 3 (Cherry Street) and Directing Decertification Thereof by the County Auditor
- 12) [Authorize Execution of Smart Water Program Agreement](#)
Adopt Resolution 2022-131, Authorizing Approval of Public Services Director to Execute Carver County Smart Water Program 2022 Participation Agreement
- 13) [Approve Execution of Fire Hydrant & Watermain Agreement](#)
Adopt Resolution 2022-132, Authorizing Approval of Mayor to Execute Fire Hydrant & Watermain Connection & Installation Construction Agreement

6. COUNCIL BUSINESS

- 1) [Award Construction Contract and City Supplied Materials and Services for Waterford Storm water Reuse](#)
Approve Resolution 2022-133, Approval of Award of a Construction Contract for Waterford Stormwater Reuse Project to S.M. Hentges & Sons, Inc. at a Cost of \$492,570.00 & City Supplied Material and Services at a cost of \$201,000.00; CIP Project 676

7. ITEMS REMOVED FROM CONSENT AGENDA

8. STAFF REPORTS

GFOA Certificate of Achievement for Excellence in Financial Reporting - Shane Fineran
2022 Infrastructure Improvement Project - Craig Eldred

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: 2021 Year End Financials

UPCOMING CALENDAR OF EVENTS/MEETINGS:

Planning Commission - May 5th, 6:30 p.m.

City Council - May 16th, 6:00 p.m.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		May 2, 2022					
Item Name:		April 18, 2022 City Council 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 April 18, 2022 City Council Minutes							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
<u>Attachments:</u> 1. Minutes 4-18-2022.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information: _____ Budgeted _____ Non Budgeted _____ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			

**CITY OF WACONIA
APRIL 18, 2022**

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

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

Staff Present: Shane Fineran, Craig Eldred, Ann Meyerhoff, Ethan Nelson, Justin Sorensen, Mike Melchert, Brenda Stein.

2) **PLEDGE OF ALLEGIANCE**

3) **ADOPT AGENDA**

Motion by Sorensen, seconded by Waldron 3) ADOPT AGENDA

MOTION carried

4) **VISITOR'S PRESENTATIONS, PETITIONS, CORRESPONDENCE**

5) **PUBLIC HEARING**

51. **PUBLIC HEARING - Annexation Petition - 1350 102nd Street**

[22114res_Cardinal_Joint_Resolution__03-22-2022__ -
_Prelim_Approval_by_MBAU-OAH.docx](#)

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

[Public Hearing Notice \(1 Page\).docx](#)

[Petition for Annexation \(5 Pages\).pdf](#)

Ethan Nelson stated that 10350 102nd Street is currently located in Waconia Township and an annexation application has been submitted in association with a residential development titled Woodland Creek 5th Addition, by Hartman Communities, LLC.

Nelson summarized the procedure for approving an annexation by joint resolution. Nelson indicated that upon application to annex by the petitioner, staff has completed the necessary public hearing requirements. Public notice was published in the Waconia Patriot on April 7, 2022. Public hearing notices were sent to Waconia Township and all affected property owners. No public hearing comments have been received regarding the annexation request.

Waconia Township approved the Orderly Annexation Joint Resolution at their regular meeting on April 11, 2022. Staff is recommending approval of the proposed annexation

request. Upon approval by City Council this item will be forwarded to the State for final approval.

Mayor Bloudek opened the Public Hearing

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

Motion by Leo, seconded by Waldron Adopt Joint Resolution No. 2022-114 between the City of Waconia and Waconia Township approving the Annexation Petition submitted by Gary L Cardinal & Michele L Worm for the northern portion of the property located at 10350 102nd Street as described in Exhibit A and B.

MOTION carried

52. PUBLIC HEARING -Vacation of Drainage and Utility Easement - The Fields, Outlot A and Outlot C

[22125res_Approving_Vacation_of_DU_Easement.docx](#)

[Location Map w Text.pdf](#)

Ethan Nelson explained that the phasing of The Fields residential project has required the Developer to Provide a drainage and utility easement over Outlot A and Outlot C. As part of the second phase of The Fields the Developer has requested that the identified drainage and utility easement in Outlots A and C be vacated to allow for the outlots to be platted consistent with The Fields Second Addition, which the City Council approved on April 4, 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. Tamarack Land – Fields of Waconia, LLC as the underlying property owner of Outlot A and Outlot C has petitioned to vacate the identified drainage and utility easement.

Notice was published in the Waconia Patriot on March 24, 2022 and March 31, 2022 and posted at Waconia City Hall. There have been no written comments just a few verbal comments.

Staff recommends approval of the petition to vacate the existing drainage and utility easements as it will allow the development of the second phase of The Fields residential development.

Mayor Bloudek opened the Public Hearing

Nancy Ellis, 1202 Kinder Drive, asked for clarification on what it means to vacate. Shared that she has concerns with drainage into her back yard. Little pond will not be able to handle the run off.

Ethan all this is doing is platting it the way it was intended with the original review. All the work the city has done leading up to this point nothing has changed. It will not add any other storm water drainage, just turning outlot into what is what approved for.

Shane Fineran explained that when platted it was held for future development. Cleans the slate and allows to complete the platting process.

Craig Eldred stated that Kinder Drive will only get about a tenth of the water they already get. Run off will go into storm water sewer and into pond. The drainage will be significantly reduced.

Motion by Sorensen, seconded by Pierson to Close the Public Hearing. **MOTION carried.**

Motion by Pierson , seconded by Leo Adopt Resolution 2022-125 approving the Vacation of the Drainage and Utility Easement identified in Outlot A and Outlot C, The Fields.

MOTION carried

6) **ADOPT CONSENT AGENDA**

61. April 4, 2022 City Council Minutes

[Minutes 04-04-2022.pdf](#)

62. April 18, 2022 Expenditures

[Council List-Expenditures 04.18.2022.pdf](#)

[Council List-Expenditures 04.18.2022_EFT.pdf](#)

[Council List-Expenditures 04.18.2022_Purchasing Card.pdf](#)

63. Use of Streets for UHCCF Century Ride on August 13, 2022

64. Use of Streets & Facilities for Tour de Tonka Event on August 6, 2022

[Tour de Tonka 71 mile map.pdf](#)

[Tour de Tonka 100 mile map.pdf](#)

65. Letter of Support - Arboreteum Area Transportation Plan

[SF3918 Letter of Support 4.18.21.docx](#)

66. Donation Acceptance & Pass Thru - Cash Donation for Fire Safety & Prevention Efforts

[22115Res_Donations_Received_Fire_04.18.22_National_Fire_Safety.doc](#)

67. Donation Acceptance - Cash Donations for Operations of the Fire Department

[22116Res_Donations_Received_Fire_04.18.22.doc](#)

68. Accepting Donation and Pass Thru Recommendation

[22117res Gambling_Donation_Resolution \(2\).doc](#)

69. Accept Grant Funds - Carver County CGPI Pre-Development

[22118res_CDA_Predevelopment_Grant_Funds.doc](#)

[Waconia Pre-development Grant Agreement.pdf](#)

- 610.) Authorize Execution of Master Partner Contract

[22119res Master_Resolution_City_of_Waconia.doc](#)

[Master Partnership Contract MnDOT.pdf](#)

[MPC MnDOT Technical Services.pdf](#)

- 611.) Execute Warranty & Maintenance Agreement

[22120res MacQueen_Warranty___Maint._Agreement_Waconia_Res.doc](#)

[Waconia Agreement MacQueen Equipment.pdf](#)

- 612.) Authorize Execution of Lease Sweeper Agreement

[22121res Bell_Bank_Sweeper_Lease_Agreement_Waconia_Res.doc](#)

[City of Waconia Lease.pdf](#)

- 613.) The Fields 2nd Addition - Development Agreement - Tamarack Land - Fields of Waconia, LLC

[22122res_Approving_the_Dev._Agreement_Draft \(1\).docx](#)

[DA The Fields Second Addition \(Draft 04-11-2022\).docx](#)

Motion by Waldron, seconded by Leo to Adopt the Consent Agenda. **MOTION carried.**

7) COUNCIL BUSINESS

71. Authorize Construction Contract for Project A; ADA Sidewalk and Storm Sewer

22123res Proposal_A_Resolution_Award_Henning_Excavating.doc

Site_Pedestrian_Ramp_Improvements_Henning_Quote 2.pdf

Craig Eldred stated that it was decided to split up work on ADA improvement requirements in City square Park to lessen the impacts of the park allowing the park space to be utilized for the summer season. Previous work encompassed items surround the restroom and sidewalk in need of replacement. Our focus turns to two different areas of which will complete the AA elements necessary to meet the deadlines of June 30, 2022 as agreed upon.

Project A includes six pedestrian ramps; four on the corners of the park and two pedestrian ramps on First Street at the intersection of Spruce and Pine Streets. In addition to the pedestrian ramps we included drainage improvements to the Spruce and Main Street pedestrian ramp in efforts to reduce spring icing events in the park access point.

Quote proposals for this remaining portion were sent to certain contractor's previously successful in this type of work for the City. We unfortunately only received one quote, but from a reliable contractor in Henning Excavating at a cost of \$61,050.75.

Henning Excavating did discuss with staff eliminating the landscaping and paving elements which will be addressed by City Staff. As part of the design Staff and Engineering felt we may have to make street elevation adjustments of the street surfaces to meet the new ADA pedestrian accesses. Typically, these types of improvements are completed with full-street reconstruction. However, this is not the point of action for this area. Staff have assumed the costs will be around \$4,000.00 for material including asphalt and restorations.

The improvements completed by Henning Excavating will come from the Capital Project dollars and the material costs to meet ADA asphalt needs as estimated will com from the Park budget.

Staff are recommending approval of a Construction Contract with Henning Excavating to expedite this work soon to meet the June 30, 2022 deadline. Starting soon will also improve park access and not inhibit park activities scheduled in the summer months.

Motion by Sorensen , seconded by Pierson Adopt Resolution 2022-123, Authorizing Approval for Construction Contract with Henning Excavating for Project A, ADA Sidewalk & Storm Sewer for City Square Park ADA Improvement Project, CIP Project 587. **MOTION carried.**

72. Authorize Construction Contract for Project B; Retaining Wall and Sidewalk

22124res Proposal_B_Resolution_Award_Sunram_Const.doc

City Square Park Attach G image.pdf

Craig Eldred reminded Council that we have been working on ADA improvements of City Square Park to meet an agreement termination date of June 30, 2022. Previous work entailed improvements surrounding the restroom site and concrete sidewalk replacements. One key element to the agreement was an accessible access to the Gazebo. Two quality Contractor's were requested to provide submittals for Project B. One bid was received from Sunram Construction Inc.

Project B reflects the work and items necessary to add an accessible access to the Gazebo with landform element. Eldred referenced an image of the improvements. Costs of this improvement are \$132,468.00, most of which is in the landform improvements. Little sidewalk impacts occur as part of this improvement project.

Staff is recommending a Construction Contract be awarded to Sunram construction, Inc. Sunram Construction Inc. has worked on numerous projects like this as a main or sub-contractor for the city.

Motion by Leo , seconded by Waldron Adopt Resolution 2022-124, Authorizing Approval of Construction Contract with Sunram Construction, Inc. for Project B, Retaining Walls & Sidewalk for City Square Park ADA Improvement Project, CIP Project 587. **MOTION carried**

8) ITEMS REMOVED FROM CONSENT AGENDA

9) STAFF REPORTS

Ethan Nelson presented the 2021 Land Use Summary.

10) BOARD REPORTS

Council Member Waldron reported that the Chamber Lunch is April 28th and Sister Saturday is May 14th

11) ANNOUNCEMENTS

Sunday is Fire Department Pancake Breakfast. Tickets are \$10 at the door.

Thursday the Park Board will be planting a tree for Arbor day at Bent Creek park 6:30

12) ADJOURN REGULAR MEETING

Motion by Waldron , seconded by Leo Adjourn Regular Meeting at 6:50 p.m.

MOTION carried

Work Session: July 4th Fireworks, Outdoor Dining, Inter-Governmental Relations

UPCOMING CALENDAR OF EVENTS/MEETINGS:

Kent Bloudek, Mayor

ATTEST: _____

Ann Meyerhoff, Office Assistant



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		May 2, 2022					
Item Name:		May 2, 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 May 2, 2022 Expenditures							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Attachments: 1. Council List-Expenditures 05.02.2022.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			

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

Nicole Meyer, Finance Director

CITY OF WACONIA
Council List-Expenditures
Meeting: May 2, 2022

VENDOR NAME	DESCRIPTION	AMOUNT	FUND / DEPARTMENT
ANCOM COMMUNICATIONS, INC.	New Pagers & Charging Cradles	\$3,145.00	Fire
ANCOM COMMUNICATIONS, INC.	Replacement Belt Clip	\$98.70	Fire
BKV GROUP	Fire Station Project-Architect	\$60,499.13	PIR Fund
BLUE CARD HENNEPIN COUNTY FIRE CHIEFS	Blue Card SIM Training for 4 Ees	\$1,700.00	Fire
BOYD'S OIL DISTRIBUTING	PW Shop Oil	\$108.53	Streets
CARVER COUNTY	Fines/Prosecution Qtr 1/2022	\$3,301.37	Administration
CARVER COUNTY	Fines/Prosecution Qtr 1/2022	\$6,305.72	Law Enforcement
CARVER COUNTY	Police Contract OT Q1-2022	\$10,794.65	Law Enforcement
C-D PRODUCTS, INC.	Future Road Extension Signs	\$1,488.00	Streets
C-D PRODUCTS, INC.	Pond & Wetland Buffer Signs	\$2,310.00	Storm Water Fund
EBERT INC.	Everson's New Storage Shed	\$40,989.78	PIR Fund
EHLERS & ASSOCIATES, INC.	TIF District 5 Establishment	\$4,750.00	TIF #5 Olive Street Development
EVOQUA WATER TECHNOLOGIES LLC	Bioxide Storage Lease 03.2022	\$2,052.00	Sewer Utility Fund
FIRST DUE	Fire Software	\$2,375.00	Technology
GRADE A PROPERTIES, LLC	Refund Remaining Escrow Funds	\$3,362.24	PIR Fund
HAWKINS, INC	Water Treatment Plant Chemicals	\$3,646.30	Water Utility Fund
HOLTON ELECTRIC CONTRACTORS LLC	Willowbrooke LS Repair	\$225.00	Sewer Utility Fund
HORIZON COMMERCIAL POOL SUPPLY	Maxiflex Model B Diving Board	\$5,879.95	Safari Island Fund
KIRVIDA FIRE, INC.	#11 Pump Test/Maintenance	\$510.08	Fire
KIRVIDA FIRE, INC.	#12 Pump Test/Maintenance	\$745.48	Fire
KIRVIDA FIRE, INC.	#22 - Pump Test/Maintenance	\$1,307.98	Fire
LUBE-TECH & PARTNERS, LLC	Water Treatment Plant Mobil DTE 24 Ultra	\$127.05	Water Utility Fund
MARCO TECHNOLOGIES, LLC	Azure Subscript 3.16-4.15.22	\$38.33	Technology
MARCO TECHNOLOGIES, LLC	Cisco Insights 4.16-5.15.22	\$210.00	Technology
MARCO TECHNOLOGIES, LLC	Cordless Headset with Lifter	\$552.00	Technology
MARCO TECHNOLOGIES, LLC	IT Consulting Fee	\$160.00	Technology
MARCO TECHNOLOGIES, LLC	Printer Repair	\$274.07	Technology
MARCO TECHNOLOGIES, LLC	Unify It On Demand Fees	\$709.46	Technology
MARCO TECHNOLOGIES, LLC	Firewall Project	\$4,240.00	Capital Equipment Fund
METROPOLITAN COUNCIL	Industrial Capacity Charge	\$475.00	Sewer Utility Fund
MN POLLUTION CONTROL AGENCY	SD Certification Fee - Pierson	\$45.00	Sewer Utility Fund

CITY OF WACONIA
Council List-Expenditures

Meeting: May 2, 2022

VENDOR NAME	DESCRIPTION	AMOUNT	FUND / DEPARTMENT
OPG-3, INC.	Workflow Transition GP to PIMS	\$185.00	Technology
ROAD FABRICS, INC	Street Paving Fabric	\$3,000.00	Streets
SCHWAB VOLLHABER LUBRATT SERVICE CORP	Dectron Fan Motor Repair	\$4,835.00	Safari Island Fund
STANDARD PRINTING -N- MAILING	Final Bills Processing	\$7.50	Water Utility Fund
STANDARD PRINTING -N- MAILING	Final Bills Processing	\$7.50	Sewer Utility Fund
STUMP BUSTERS LLC	Stump Grinding	\$1,150.00	Streets
SWEDEBRO, INC	Water Treatment Plant Epoxy Floor Project	\$4,125.00	Water Utility Fund
WACONIA CONVENTION & VISITORS BUREAU	Lodging Fund Request 04.27.2022	\$1,162.00	Lodging Tax
WACONIA CHAMBER OF COMMERCE	Lodging Tax Request Q2 Stipend	\$2,500.00	Lodging Tax
Grand Total		\$179,397.82	

The above bills have been approved for payment at the regular City Council Meeting on May 2, 2022.

Authorized and ordered for payment:

Mayor

City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		May 2, 2022					
Item Name:		Contractor Pay Request #6 - 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. 6 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 \$40,989.78 based on the architect request for payment. This payment represents approximately 77.0% of the total approved contract for the project. <u>Attachments:</u> 1. Payment Application #06.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: 6 PERIOD TO: 4/30/2022	Distribution to: OWNER ☐ ARCHITECT ☐ CONTRACTOR ☐ FIELD ☐ OTHER ☐
FROM CONTRACTOR: Ebert Construction 23350 County Road 10 Corcoran, MN 55357	VIA ARCHITECT: Kaeding Architects LLC	CONTRACT FOR: CONTRACT DATE: PROJECT NOS: 6513 / /	

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)	\$	317,129.67
5. RETAINAGE:		
a. <u>5.00</u> % of Completed Work (Columns D + E on G703)	\$	15,856.49
b. <u> </u> % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b, or Total in Column I of G703)	\$	15,856.49
6. TOTAL EARNED LESS RETAINAGE	\$	301,273.18
(Line 4 minus Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	260,283.40
(Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE	\$	40,989.78
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6)	\$	108,408.49

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	25,681.67	\$
Total approved this month	\$	25,681.67	\$
TOTAL	\$	25,681.67	\$
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: _____

State of: Minnesota

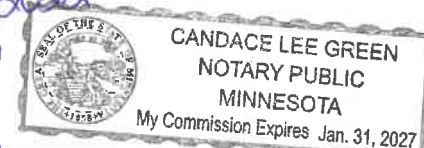
County of: Hennepin

Subscribed and sworn to before me this _____ day of _____

Notary Public: Candace Lee Green

My commission expires: 1-31-2027

Date: 4/25/22



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: 6
APPLICATION DATE: 4/25/2022
PERIOD TO: 4/30/2022
ARCHITECT'S PROJECT NO: 6513

ARCHITECT'S PROJECT NO. 6513									
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	27,450.00	1,098.00		28,548.00	78.00	8,052.00	1,427.40
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, Winc	10,200.00	4,000.00	6,200.00		10,200.00	100.00		510.00
10	Painting, Shed	1,075.00						1,075.00	
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), Canop	19,800.00	19,800.00			19,800.00	100.00		990.00
16	Rough Carpentry Labor, Canopy	36,030.00	3,603.00	32,427.00		36,030.00	100.00		1,801.50
17	Siding, Canopy	47,250.00						47,250.00	
18	Roofing, Canopy	34,000.00						34,000.00	
19	Painting, Canopy	1,075.00						1,075.00	
20	Plumbing, Canopy	2,200.00		1,100.00		1,100.00	50.00	1,100.00	55.00
21	GC01 Exp Jt and Vapor Barrier	1,531.20	1,531.20			1,531.20	100.00		76.56
22	GC02 Foundation Winter Condr	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.

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REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		May 2, 2022					
Item Name:		Rink Management Services Corporation Safari Island Community Center Expenditures Incurred March 2022					
Originating Department:		Finance					
Presented by:		Nicole Meyer					
Previous Council Action (if any):							
Item Type (X only one):	Consent	☒ X	Regular Session	☐	Discussion Session	☐	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Motion to Approve Rink Management Corporation Expenditures for Safari Island Community Center Incurred in March 2022							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Rink Management Services Corporation has provided the attached report for expenditures paid in March 2022. Per the City's contract with Rink Management, these expenditures are paid by Rink Management for the City's operation of the Safari Island Community Center.							
<u>Attachments:</u>							
1. Safari Island Bills & Applied Payments 03.2022.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses: Safari Island Community Center Fund (231)							
Budget Information: ☒ X Budgeted ☐ Non Budgeted ☐ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			

**Safari Island Community Center
Bills and Applied Payments
March 2022**

	Date	Transaction Type	Num	Memo/Description	Split	Amount
2nd Wind Exercise Equipment						
	03/25/2022	Bill Payment (Check)	4238		0012 Cash - SI/RMSC	-116.00
	03/14/2022	Bill	21-070421	Bike Wheels	4029 3 Maintenance & Repairs:Equipment Repairs	116.00
American Red Cross						
	03/25/2022	Bill Payment (Check)	4239		0012 Cash - SI/RMSC	-205.00
	03/09/2022	Bill	22408389	Red Cross Certifications	4041 Training & Education	205.00
Bank of America - Credit Card						
	03/25/2022	Bill Payment (Check)	4240		0012 Cash - SI/RMSC	-2,658.21
	03/01/2022	Bill	12622	Fitness Equipment	4039 Equipment Expense	669.51
	03/01/2022	Bill	22021-81021		-Split-	1,988.70
Cady Building Maintenance						
	03/11/2022	Bill Payment (Check)	4216		0012 Cash - SI/RMSC	-3,511.16
	03/01/2022	Bill	4983085	March Cleaning	4069 Contract Services	3,511.16
City of Waconia						
	03/01/2022	Bill Payment (Check)			-Split-	
	12/31/2021	Journal Entry	JE 12.31.21	12.31.21 balance adjustments per the City of Waconia - AO	-Split-	118,786.89
	02/28/2022	Journal Entry	JE 02.28.22	02.28.22 balance adjustments per the City of Waconia - AO	-Split-	-118,786.89
	12/31/2021	Journal Entry	JE 12.31.21	12.31.21 balance adjustments per the City of Waconia - AO	-Split-	18,538.84
	09/30/2021	Journal Entry	JE 09.30.21	09.30.21 balance adjustments per the City of Waconia - AO	-Split-	248.71
	01/31/2022	Journal Entry	JE 01/31/22	01.31.22 balance adjustments per the City of Waconia - AO	-Split-	-18,556.63
Dan Montague - Expense Reimbursement						
	03/18/2022	Bill Payment (Check)	4229		0012 Cash - SI/RMSC	-427.35
	03/07/2022	Bill	er03.07.22	Battery for AED	4023 3 Operating Supplies:Office Supplies	427.35
	03/25/2022	Bill Payment (Check)	4241		0012 Cash - SI/RMSC	-19.31
	03/18/2022	Bill	3/10-3/18/22	Miles to and from Bank 3/10 - 3/18/22	4043 2 Travel & Entertainment:Travel & Mileage	19.31
Dan Montague - Petty Cash						
	03/04/2022	Bill Payment (Check)	4205		0012 Cash - SI/RMSC	-72.76
	02/22/2022	Bill	02.22.22	Socks and birthday supplies	-Split-	66.05
	02/25/2022	Bill	pc2.25.22	Birthday Party Supplies	4023 4 COGS - Operating:COGS - Birthday Parties	6.71
	03/18/2022	Bill Payment (Check)	4230		0012 Cash - SI/RMSC	-32.74
	03/11/2022	Bill	pc031122		-Split-	32.74
	03/25/2022	Bill Payment (Check)	4242		0012 Cash - SI/RMSC	-232.68
	03/18/2022	Bill	pc031822	Shamrock Swim party supplies	-Split-	209.87
	03/04/2022	Bill	pc030422		-Split-	22.81
Diedrick, Craig						
	03/18/2022	Bill Payment (Check)	4231		0012 Cash - SI/RMSC	-82.68
	03/11/2022	Bill	er031122	Shamrock Swim gold coins	4023 6 COGS - Operating:COGS - Reg., Programs & Lessons	82.68
Dwomoh, Angela						
	03/04/2022	Bill Payment (Check)	4206		0012 Cash - SI/RMSC	-253.04
	02/25/2022	Bill	2/25/22	Transfer from annual to monthly Family Membership	3043 Memberships	253.04
Fitness On Demand						
	03/25/2022	Bill Payment (Check)	4243		0012 Cash - SI/RMSC	-199.95

**Safari Island Community Center
Bills and Applied Payments
March 2022**

	Date	Transaction Type	Num	Memo/Description	Split	Amount
	03/01/2022	Bill	11395	Fitness on Demand Platinum	4053 Subscript., Memberships & Dues	199.95
GK2 Promotions						
	03/04/2022	Bill Payment (Check)	4207		0012 Cash - SI/RMSC	-309.22
	02/17/2022	Bill	5922	T-shirts - Transformation Challenge	4023 6 COGS - Operating:COGS - Reg., Programs & Lessons	309.22
	03/25/2022	Bill Payment (Check)	4244		0012 Cash - SI/RMSC	-281.63
	03/02/2022	Bill	5939	Uniforms	4023 6 COGS - Operating:COGS - Reg., Programs & Lessons	281.63
Grainger						
	03/18/2022	Bill Payment (Check)	4232		0012 Cash - SI/RMSC	-115.68
	03/01/2022	Bill	9221340061	garden hose and handheld shower	4029 1 Maintenance & Repairs:Building Repairs	115.68
	03/25/2022	Bill Payment (Check)	4245		0012 Cash - SI/RMSC	-109.14
	03/09/2022	Bill	9239229363	Pool Maintenance	4029 2 Maintenance & Repairs:Pool Repairs	109.14
Hillyard / Hutchinson						
	03/11/2022	Bill Payment (Check)	4218		0012 Cash - SI/RMSC	-211.68
	03/02/2022	Bill	700496253	Grey Bumper	4023 6 COGS - Operating:COGS - Reg., Programs & Lessons	182.42
	03/03/2022	Bill	604657068	Pumice Scouting sticks	4023 6 COGS - Operating:COGS - Reg., Programs & Lessons	29.26
Horizon Commercial Pool Supply						
	03/04/2022	Bill Payment (Check)	4208		0012 Cash - SI/RMSC	-330.60
	02/16/2022	Bill	INV10773	Pool repairs	4029 2 Maintenance & Repairs:Pool Repairs	224.65
	02/16/2022	Bill	INV10775	Pool Repairs	4029 2 Maintenance & Repairs:Pool Repairs	105.95
	03/11/2022	Bill Payment (Check)	4219		0012 Cash - SI/RMSC	-5,458.98
	03/01/2022	Bill	11296	Pool Chemicals	4075 Chemicals/Pool Supplies	4,410.70
	03/01/2022	Bill	11397	Spa chemical parts	4029 2 Maintenance & Repairs:Pool Repairs	550.73
	03/01/2022	Bill	11367	Maintenance on Pool	4029 2 Maintenance & Repairs:Pool Repairs	497.55
	03/18/2022	Bill Payment (Check)	4233		0012 Cash - SI/RMSC	-110.60
	03/01/2022	Bill	11554	Overflow relay	4029 2 Maintenance & Repairs:Pool Repairs	110.60
Innovative Office Solutions, LLC						
	03/11/2022	Bill Payment (Check)	4220		0012 Cash - SI/RMSC	-1,117.13
	03/01/2022	Bill	3636188	Gym Wipes	4023 2 Operating Supplies:Maintenance Supplies	579.34
	03/01/2022	Bill	3692338	Custodial Supplies	4023 2 Operating Supplies:Maintenance Supplies	537.79
Minor, Stephen - Refund						
	03/11/2022	Bill Payment (Check)	4221		0012 Cash - SI/RMSC	-257.70
	03/02/2022	Bill	2,001,780.00	Adult Membership Refund	3043 Memberships	257.70
Rink Management Services Corporation						
	03/04/2022	Bill Payment (Check)	4209		0012 Cash - SI/RMSC	-30,569.11
	02/06/2022	Bill	106481	Quick Books Subscription	4053 Subscript., Memberships & Dues	180.00
	02/24/2022	Bill	106427	Payroll Period Ending 2/20/22; Pay Date 2/28/22; WK 09	4004 1 Contracted Payroll:Payroll	25,443.63
	03/01/2022	Bill	106447	March 2022 Management Fees	4069 1 Contract Services:Management Fees	4,750.00
	02/15/2022	Bill	106406	Principal Health Insurance Invoice 2/15/22; Billing Period 3/1 - 3/31/22	-Split-	195.48
	03/11/2022	Bill Payment (Check)	4222		0012 Cash - SI/RMSC	-2,000.21
	02/06/2022	Bill	106548	Adobe and Getty	-Split-	27.98
	02/01/2022	Bill	106568	Verizon Billing 11/13 - 12/12/21	-Split-	143.74
	02/28/2022	Bill	106622	December and January Time Budgeting	-Split-	36.50
	03/01/2022	Bill	106729	February 2022 Worker's Comp	4017 Worker's Comp. Ins.	537.83
	03/01/2022	Bill	106700	January 2022 Worker's Comp	4017 Worker's Comp. Ins.	755.52

**Safari Island Community Center
Bills and Applied Payments
March 2022**

	Date	Transaction Type	Num	Memo/Description	Split	Amount
	02/28/2022	Bill	106592	Verizon Invoice #9899428381; Billing Period 1/13 - 2/12/22	-Split-	143.35
	02/01/2022	Bill	106645	November Time Budgeting Invoice #1808566	4004 3 Contracted Payroll:Payroll Expenses	13.25
	02/05/2022	Bill	106660	Timeclocks; Paychex Invoice #2124775	4004 3 Contracted Payroll:Payroll Expenses	296.80
	02/06/2022	Bill	106538	HR Care; Split Charge from Bill #020622th	4004 3 Contracted Payroll:Payroll Expenses	45.24
	03/18/2022	Bill Payment (Check)	4234		0012 Cash - SI/RMSC	-24,963.28
	03/10/2022	Bill	106760	Payroll Period Ending 3/6/22; Pay Date 3/14/22, WK 11	4004 1 Contracted Payroll:Payroll	24,963.28
	03/25/2022	Bill Payment (Check)	4246		0012 Cash - SI/RMSC	-5,184.47
	04/01/2022	Bill	106829	April 2022 Management Fees	4069 1 Contract Services:Management Fees	4,750.00
	03/01/2022	Bill	106804	Worker's Comp True Up for 10/1/21 - 2/28/22	4017 Worker's Comp. Ins.	434.47
Stangret, Mark						
	03/04/2022	Bill Payment (Check)	4210		0012 Cash - SI/RMSC	-21.48
	02/25/2022	Journal Entry	vd chk 4028	to void check 4028 to Mark Stangret; not cashed	-Split-	21.48
Staples Advantage						
	03/04/2022	Bill Payment (Check)	4211		0012 Cash - SI/RMSC	-92.22
	02/01/2022	Bill	8065057298	Masks and forks	4023 3 Operating Supplies:Office Supplies	92.22
Steven, Julia - Expense Reimbursement						
	03/04/2022	Bill Payment (Check)	4212		0012 Cash - SI/RMSC	-26.33
	02/14/2022	Bill	21422	to and from bank 2/14 - 2/18	4043 2 Travel & Entertainment:Travel & Mileage	14.63
	02/22/2022	Bill	2.22.22	Bank runs 2/22 - 2/25/22	4043 2 Travel & Entertainment:Travel & Mileage	11.70
	03/11/2022	Bill Payment (Check)	4223		0012 Cash - SI/RMSC	-14.63
	03/01/2022	Bill	er2.28.22	Mileage to and from bank 2/28 - 3/4	4043 2 Travel & Entertainment:Travel & Mileage	14.63
	03/18/2022	Bill Payment (Check)	4235		0012 Cash - SI/RMSC	-11.70
	03/07/2022	Bill	er031722	3/7 - 3/11/22 trips to bank	4043 2 Travel & Entertainment:Travel & Mileage	11.70
Sullivan, Stacy						
	03/25/2022	Bill Payment (Check)	4247		0012 Cash - SI/RMSC	-626.56
	02/25/2022	Bill	2,001,777.00	Charged for annual membership but wanted monthly	3043 Memberships	626.56
The Darning Group						
	03/11/2022	Bill Payment (Check)	4224		0012 Cash - SI/RMSC	-960.00
	03/01/2022	Bill	202054973	WSI Training	4041 Training & Education	960.00
The Lifeguard Store, INC						
	03/04/2022	Bill Payment (Check)	4214		0012 Cash - SI/RMSC	-192.21
	02/14/2022	Bill	1152957	Goggles	-Split-	192.21
	03/18/2022	Bill Payment (Check)	4236		0012 Cash - SI/RMSC	-660.00
	03/01/2022	Bill	1156190	WSI Uniforms	4085 Uniforms	660.00
	03/25/2022	Bill Payment (Check)	4248		0012 Cash - SI/RMSC	-32.00
	03/09/2022	Bill	1159097	Lap Pool Fins	4075 Chemicals/Pool Supplies	32.00
Waconia Comfort						
	03/11/2022	Bill Payment (Check)	4225		0012 Cash - SI/RMSC	-1,683.19
	03/03/2022	Bill	2282022828	Hot tub hook up	4029 2 Maintenance & Repairs:Pool Repairs	1,683.19
Waconia Community Education						
	03/11/2022	Bill Payment (Check)	4226		0012 Cash - SI/RMSC	-25.00
	03/01/2022	Bill	609	Community Ad	4046 Advertising & Promotion	25.00

**Safari Island Community Center
Bills and Applied Payments
March 2022**

	Date	Transaction Type	Num	Memo/Description	Split	Amount
Waconia Ice Arena						
	03/11/2022	Bill Payment (Check)	4227		0012 Cash - SI/RMSC	-4,557.87
	02/28/2022	Bill	ST 01/22	Sales & Use tax payment for January 2022	-Split-	4,557.87
Watson Company						
	03/11/2022	Bill Payment (Check)	4228		0012 Cash - SI/RMSC	-444.49
	03/03/2022	Bill	123613	Concessions Inventory	-Split-	444.49
Welcome Neighbor Inc						
	03/18/2022	Bill Payment (Check)	4237		0012 Cash - SI/RMSC	-112.20
	03/01/2022	Bill	15944	Welcome Mailer	4046 Advertising & Promotion	112.20
Westlund, Becky						
	03/04/2022	Bill Payment (Check)	4215		0012 Cash - SI/RMSC	-385.00
	02/23/2022	Bill	2,001,772.00	Covid Cancellation of Adult Annual Membership	3043 Memberships	385.00
Total Expenses:						\$ 88,675.19



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		May 2, 2022					
Item Name:		Rink Management Services Corporation Waconia Ice Arena Expenditures Incurred March 2022					
Originating Department:		Finance					
Presented by:		Nicole Meyer					
Previous Council Action (if any):							
Item Type (X only one):	Consent	☒ X	Regular Session	☐	Discussion Session	☐	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Approve Rink Management Corporation Expenditures for Waconia Ice Arena Incurred in March 2022							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Rink Management Services Corporation has provided the attached report for expenditures paid in March 2022. Per the City's contract with Rink Management, these expenditures are paid by Rink Management for the City's operation of the Waconia Ice Arena.							
<u>Attachments:</u>							
1. Waconia Ice Arena Bills & Applied Payments 03.2022.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses: Ice Arena Fund (678)							
Budget Information:				Planning Commission			
☒ X Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			

**Waconia Ice Arena
Bills and Applied Payments
March 2022**

	Date	Transaction Type	Num	Memo/Description	Split	Amount
Advanced Energy Partners						
	03/18/2022	Bill Payment (Check)	2720		0012 Cash - IA/RMSC	-143.89
	03/09/2022	Bill	2022-2	2/1 - 2/28/22	4049 2 Utilities:Solar Energy	143.89
Bryan Woitas - Petty Cash						
	03/04/2022	Bill Payment (Check)	2711		0012 Cash - IA/RMSC	-8.99
	02/14/2022	Bill	pc021422	Temporary hose to fix WW pump	4029 2 Maintenance & Repairs:Equipment Repairs	8.99
	03/11/2022	Bill Payment (Check)	2715		0012 Cash - IA/RMSC	-146.02
	03/01/2022	Bill	pc022822	Battery for one man lift	4029 2 Maintenance & Repairs:Equipment Repairs	146.02
	03/25/2022	Bill Payment (Check)	2724		0012 Cash - IA/RMSC	-12.80
	03/14/2022	Bill	pc031422	Hose, clamps, tape	4023 2 Operating Supplies:Maintenance Supplies	12.80
City of Waconia						
	03/11/2022	Bill Payment (Check)			-Split-	
	11/30/2021	Journal Entry	JE 11.30.21	11.30.21 balance adjustments from the City of Waconia - AO	-Split-	22,759.79
	01/31/2022	Journal Entry	JE 01/31/22	01.31.22 balance adjustments from the City of Waconia - AO	-Split-	-13,919.16
	12/31/2021	Journal Entry	JE 12.31.21	12.31.21 balance adjustments from the City of Waconia - AO	-Split-	844.92
	12/31/2021	Journal Entry	JE 12.31.21	12.31.21 balance adjustments from the City of Waconia - AO	-Split-	26,601.32
	03/25/2022	Bill Payment (Check)	2725		0012 Cash - IA/RMSC	-8,112.68
	03/10/2022	Bill	OD 02.28.22	Amount over the \$100,000 reserve for month of 02/28/22	0010 Cash - City of Waconia	8,112.68
Corval Constructors, DBA AIR						
	03/18/2022	Bill Payment (Check)	2721		0012 Cash - IA/RMSC	-1,386.64
	03/01/2022	Bill	874837	Combustion Motor Replacement	4029 2 Maintenance & Repairs:Equipment Repairs	1,386.64
Dalco						
	03/25/2022	Bill Payment (Check)	2726		0012 Cash - IA/RMSC	-26.71
	03/09/2022	Bill	3907037	Buffer Pads	4023 1 Operating Supplies:Building Supplies	26.71
Grainger						
	03/25/2022	Bill Payment (Check)	2727		0012 Cash - IA/RMSC	-245.70
	03/09/2022	Bill	9239101265	Wiring Harness	4029 1 Maintenance & Repairs:Building Repairs	33.72
	03/11/2022	Bill	9241426742	Pressure Transmitter	4023 2 Operating Supplies:Maintenance Supplies	205.87
	03/10/2022	Bill	9240674706	Hex Bushing	4023 2 Operating Supplies:Maintenance Supplies	6.11
Kristie Mitchell						
	03/18/2022	Bill Payment (Check)	2722		0012 Cash - IA/RMSC	-1,664.00
	03/08/2022	Bill	Winter 2022	Winter Skate School	4069 4 COGS - Learn to Skate	1,664.00
Larkin Electric						
	03/04/2022	Bill Payment (Check)	2712		0012 Cash - IA/RMSC	-470.08
	02/23/2022	Bill	21312A	Electrical work	4029 1 Maintenance & Repairs:Building Repairs	470.08
R & R Specialties of Wisconsin Inc						
	03/04/2022	Bill Payment (Check)	2713		0012 Cash - IA/RMSC	-497.84
	02/22/2022	Bill	0075200-IN	water pump, spreader cloth	4029 2 Maintenance & Repairs:Equipment Repairs	497.84
	03/11/2022	Bill Payment (Check)	2716		0012 Cash - IA/RMSC	-87.50
	03/03/2022	Bill	75317	Blade Sharpening	4029 2 Maintenance & Repairs:Equipment Repairs	87.50

**Waconia Ice Arena
Bills and Applied Payments
March 2022**

	Date	Transaction Type	Num	Memo/Description	Split	Amount
Corporation						
	03/04/2022	Bill Payment (Check)	2714		0012 Cash - IA/RMSC	-13,380.91
	02/15/2022	Bill	106403	Principal Health Insurance invoice 2/15/22; Billing Period 3/1- 3/31/22	-Split-	334.06
	02/24/2022	Bill	106433	Payroll Period Ending 2/20/22; Pay date 2/28/22; WK 09	4004 1 Contracted Payroll:Payroll	5,875.16
	03/01/2022	Bill	106448	March 2022 Management Fees	4069 1 Contract Services:Management Fees	3,750.00
	02/14/2022	Bill	106315	Paychex Invoice #2022020901; WK 07 Processing	4004 3 Contracted Payroll:Payroll Expenses	73.84
	02/01/2022	Bill	106286	Paychex Inv #2022012601; WK 05 Processing Charges	4004 3 Contracted Payroll:Payroll Expenses	75.20
	02/06/2022	Bill	106495	Quick Books Subscription	4053 Subscript., Memberships & Dues	180.00
	02/07/2022	Bill	106333	Cigna Health Insurance Billing Period 2/1 - 2/28/22	-Split-	3,006.69
	02/11/2022	Bill	106373	Paychex Statement #24723990; Monitoring Services	4004 3 Contracted Payroll:Payroll Expenses	16.08
	02/11/2022	Bill	106344	Paychex Statement #24723990; Screening Services	4004 3 Contracted Payroll:Payroll Expenses	69.88
	03/11/2022	Bill Payment (Check)	2717		0012 Cash - IA/RMSC	-1,600.17
	02/06/2022	Bill	106543	HR Care; Split Charge from Bill 020622th	4004 3 Contracted Payroll:Payroll Expenses	45.24
	02/06/2022	Bill	106562	Constant Contact Split Charge from Bill # 020622	4046 Advertising	71.25
	02/06/2022	Bill	106550	Adobe and Getty	-Split-	27.98
	02/28/2022	Bill	106628	December & January Time Budgeting	-Split-	5.00
	02/01/2022	Bill	106649	November Time Budgeting Invoice #1808566	4004 3 Contracted Payroll:Payroll Expenses	2.50
	03/01/2022	Bill	106705	January 2022 Worker's Comp	4017 Worker's Comp. Insurance	776.96
	02/06/2022	Bill	106522	Wristbands	4023 5 COGS - Operating:COGS - Public Skating	224.34
	03/01/2022	Bill	106734	February 2022 Worker's Comp	4017 Worker's Comp. Insurance	446.90
	03/18/2022	Bill Payment (Check)	2723		0012 Cash - IA/RMSC	-5,372.67
	03/10/2022	Bill	106766	Payroll Period Ending 3/6/22; Pay Date 3/14/22, WK 11	4004 1 Contracted Payroll:Payroll	5,372.67
	03/25/2022	Bill Payment (Check)	2728		0012 Cash - IA/RMSC	-4,191.10
	03/01/2022	Bill	106809	Worker's Comp True Up 10/1/21 - 2/28/22	4017 Worker's Comp. Insurance	441.10
	04/01/2022	Bill	106830	April 2022 Management Fee	4069 1 Contract Services:Management Fees	3,750.00
Viking Automatic Sprinkler Co.						
	03/11/2022	Bill Payment (Check)	2718		0012 Cash - IA/RMSC	-670.00
	03/01/2022	Bill	F201322	Compressor Repair	4029 1 Maintenance & Repairs:Building Repairs	670.00
Waconia Wildcats Wrestling Club						
	03/11/2022	Bill Payment (Check)	2719		0012 Cash - IA/RMSC	-1,323.00
	03/01/2022	Bill	2000	189 Bags Water Softener Salt	4023 3 Operating Supplies:Chemicals	1,323.00
Total Expenses:						\$ 39,340.70



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		May 2, 2022					
Item Name:		Lodging Tax Funds Request - Waconia CVB					
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 Request for Lodging Tax Reimbursement from the Waconia CVB for Expenditures Incurred March - April 2022.							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The Waconia Chamber Convention & Visitors Bureau (CVB) has requested a lodging tax reimbursement for expenditures accrued through April 2022. Staff reviewed the request for reimbursement and supporting invoices as approved by the CVB. Lodging tax funds are currently available for payment of these expenditures. Staff recommends approval of the request in the amount of \$3,662.00. <u>Attachments:</u>							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Lodging Tax Fund (701)							
Budget Information:				Planning Commission			
☒ Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		May 2, 2022					
Item Name:		Approve Temporary Liquor License for Lions Club					
Originating Department:		Administration					
Presented by:		Ann Meyerhoff					
Previous Council Action (if any):							
Item Type (X only one):	Consent	X	Regular Session		Discussion Session		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution 2022-126 Approving Temporary On-Sale Liquor License Applications for Lions Club							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The Office of City Administrator received an application for a temporary on-sale liquor license from Waconia Lions Club for an event to be held on June 3-4, 2022. Sale and consumption of alcoholic beverage will be limited to the Grand Stand and Concessions area at Carver County Fairgrounds. Staff recommends approval of this request. Attachments: 1. 22126res Temp On Sale Waconia Lions.doc							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information:				Planning Commission			
_____ Budgeted				Parks and Recreation Board			
_____ Non Budgeted				Safari Island Advisory Board			
_____ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2022-126**

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

WHEREAS, An application for a temporary on-sale liquor license has been received in the Office of the City Administrator from the Waconia Lions Club for an event to held on June 3-4, 2022 at Carver County Fair Grounds, Waconia, MN, and

WHEREAS, Sale and consumption of alcoholic beverages will be limited to the Grandstand and Concessions area.

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Waconia hereby approves the temporary on-sale liquor license application of the Waconia Lions Club on June 3-4, 2022, contingent upon completion of all forms, payment of fees, receipt of certificates of insurance, and proof of compliance with state and local requirements.

Adopted by the City Council of the City of Waconia this 2nd day of May, 2022.

Kent Bloudek, Mayor

ATTEST: _____
Shane Fineran, City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		May 2, 2022					
Item Name:		Approve Temporary Liquor License for Lions Club					
Originating Department:		Administration					
Presented by:		Ann Meyerhoff					
Previous Council Action (if any):							
Item Type (X only one):	Consent	X	Regular Session		Discussion Session		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution 2022-127 Approving Temporary On-Sale Liquor License Applications for Lions Club							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The Office of City Administrator received an application for a temporary on-sale liquor license from Waconia Lions Club for an event to be held on June 9-10, 2022. Sale and consumption of alcoholic beverage will be limited to the Grand Stand and Concession area at the Carver County Fairgrounds. Staff recommends approval of this request. Attachments: 1. 22127res Temp On Sale Waconia Lions.doc							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information:				Planning Commission			
_____ Budgeted				Parks and Recreation Board			
_____ Non Budgeted				Safari Island Advisory Board			
_____ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2022-127**

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

WHEREAS, An application for a temporary on-sale liquor license has been received in the Office of the City Administrator from the Waconia Lions Club for an event to held on June 3-4, 2022 at Carver County Fair Grounds, Waconia, MN, and

WHEREAS, Sale and consumption of alcoholic beverages will be limited to the Grandstand and Concessions area.

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Waconia hereby approves the temporary on-sale liquor license application of the Waconia Lions Club on July 9-10, 2022, contingent upon completion of all forms, payment of fees, receipt of certificates of insurance, and proof of compliance with state and local requirements.

Adopted by the City Council of the City of Waconia this 2nd day of May, 2022.

Kent Bloudek, Mayor

ATTEST: _____
Shane Fineran, City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	May 2, 2022
Item Name:	Authorize Grant Submission for Memorial Restoration
Originating Department:	Public Services
Presented by:	Craig Eldred
Previous Council Action (if any):	April 4th, 2022; Approval of Staff to Execute KCI Conservation Proposal for Civil War Cannon and Cannon Ball Memorial Restoration

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

Adopt Resolution 2022-128, Approval of Application for Minnesota Historical Society Large Grant

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

City Council Members are aware of the work with the Waconia American Legion to restore the War Memorial's and Cannon located in City Square Park. To date the World War I Monument improvements are in motion for completion by Memorial Day 2022. Programmed restoration items for the Civil War Cannon and Cannon Ball are slated for later this calendar year and into 2023.

The proposed Minnesota Historical Society Large Grant is established for entities to request greater than \$10,000.00 in grant funds. The Civil War Statute is in excess of \$60,000.00 for bringing the monument back to its original state. This grant fits well into the scope of assisting in completing this large scale restoration.

Timelines consist of the following:

- Pre-Application by May 20th, 2022
- Final Application by July 15, 2022
- Review of Applications, September 22nd & 23rd, 2022
- Approval Notification, November, 2022
- Project Work Initiation, December 1, 2022
- Completion, June 1, 2024

Staff recommend approval of this request to attempt in obtaining grant dollars for the Civil War Statute and cost surrounding its placement within City Square Park.

Attachments:

1. [22128res MN_Historical_Society_Large_Grant_Res.doc](#)

FINANCIAL IMPLICATIONS: Funding Sources & Uses: Grant, Donations, Park	ADVISORY BOARD RECOMMENDATIONS: Supported by Park and Recreation Board								
Budget Information: ☒ Budgeted ☐ Non Budgeted ☐ Amendment Required	<table> <tr> <td>Planning Commission</td><td></td></tr> <tr> <td>Parks and Recreation Board</td><td></td></tr> <tr> <td>Safari Island Advisory Board</td><td></td></tr> <tr> <td>Other</td><td></td></tr> </table>	Planning Commission		Parks and Recreation Board		Safari Island Advisory Board		Other	
Planning Commission									
Parks and Recreation Board									
Safari Island Advisory Board									
Other									

**CITY OF WACONIA
RESOLUTION NO. 2022-128**

**RESOLUTION AUTHORIZING APPROVAL OF APPLICATION FOR MINNESOTA
HISTORICAL SOCIETY LARGE GRANT**

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

WHEREAS, the Park Board and Council reviewed items provided by the Legion on restoration of War Memorial Statues and Cannon within City Square Park; and

WHEREAS, focus of the Legion is the existing Civil War Monument which restoration cannot be initiated, and fully funded with current donations collected to date; and

WHEREAS, staff and the Legion desire to submit an application for Minnesota Historical Society Large Grant for the Civil War Monument.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of application for Minnesota Historical Society Large Grant.

Adopted by the City Council of the City of Waconia this 2nd day of May, 2022.

Kent Bloudek, Mayor

Attest: _____
Shane Fineran, City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		May 2, 2022					
Item Name:		Approval of Flowtronex Variable Speed Pump Station Equipment Acquisition, Waterford Reuse					
Originating Department:		Public Services					
Presented by:		Craig Eldred					
Previous Council Action (if any):		February 22, 2022 Approval Advertisement of Waterford Reuse Construction Improvements, CIP Project 676					
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 2022-129, Approval of Acquisition of Flowtronex Variable Speed Pump Station Equipment At A Cost of \$114,360.00 For The Waterford Storm Water Reuse Project; CIP Project 676							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Council Members are aware of the intended storm water reuse improvements for Waterford Park and Waterford Developments in meeting storm water volume and water quality requirements for the Developer, JMH Land and for City future use as credits for transportation improvements locally and city wide. These types of water reuse efforts also reduces the need for potable water production for irrigation and delays expansion of water storage and water production facilities. Key components of this reuse system is the pumping system and its ability to maintain adequate pressure to deliver storm water in a timely and effective manner. As part of the City's Storm Water Reuse Standardization Policy, Flowtronex Variable Speed Pumping system is recommended. Staff are familiar with their operation and needs of maintenance and winterization. Support of these systems is local with MTI Distributing. Staff obtained a price quote from Flowtronex for the equipment at a cost of \$104,360.00. This price excludes freight from Dallas, Texas. Staff have programmed \$10,000.00 dollars for this transit cost. This is an estimate, and not guaranteed cost. It is our intentions to have the reuse system operational by late August and supplying water into early October of 2022. Staff recommend approval of this request to allow for the pumping equipment to be delivered in time to make it operational in August.							
<u>Attachments:</u>							
1. 22129res Authorize_Flowtronex_Variable_Speed_Pump_Acquisition_Res.doc 2. Waconia Water Reuse Proposal 9-28-21.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Grants, Developer, Storm Water Cash							
Budget Information:				Planning Commission			
☒ Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2022-129**

**RESOLUTION AUTHORIZING APPROVAL OF ACQUISITION OF FLOWTRONEX
VARIABLE SPEED PUMP STATION AT A COST OF \$114,360.00 FOR THE WATERFORD
STORM WATER REUSE PROJECT, CIP PROJECT 676**

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

WHEREAS, current Waterford Development, expanded green spaces of dedicated Park and Development parcels of the Waterford Townhomes areas are utilizing reuse irrigation to meet volume reduction requirement; and

WHEREAS, acquisition of a variable speed pump station allows for sustained pressure and flow demands necessary to serve the required irrigated green spaces for storm water requirements; and

WHEREAS, Public Services had standardized Flowtronex variable speed pumps system to size and meet the demands and maintain like equipment for staff training and operation.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of acquisition of Flowtronex variable speed pump station at a cost of \$114,360.00 for the Waterford storm water reuse project, CIP Project 676.

Adopted by the City Council of the City of Waconia this 2nd day of May, 2022.

Kent Bloudek, Mayor

Attest: _____
Shane Fineran, City Administrator

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

PROPOSAL Variable Speed Pump Station

Date: 9/28/2021

Project: Waconia Water Reuse

To: MTI Distributing

Quotation Number: MCI09282021WWR

Location: Waconia, MN

Quoted by: DB

Requirements: 200 GPM at 100 PSI at station discharge

Supply Power: 460/3/60

Pumpset: 14' (Unconfirmed)

Wetwell Depth: 15' (Unconfirmed)

Wetwell Size: Unknown

PROPOSAL SCOPE

1 Ea. MCI UL Listed QCZJ Packaged Pump Station
Part Number PPS-N-ST1-200-100-DV-P-48-3-6

UL Listed Pump Station complete with skid, sch40 steel manifolds, isolation valves, vertical turbine pumps/motors, filters, check valves and discharge flow meter. Standard MPC controls with single VFD drive. Built under ISO9001:2015 certification.

MPC Standard Controls

- UL 508a Listed Control Panel
- Short Circuit Current Rating 100 ka
- NEMA 3R Enclosure
 - 3 Point Latch
 - Carbon Steel w/ Powder Coat Finish
- UL Listed heat exchanger
- 60-amp Main Fused Disconnect
- Type 1 Surge Protection w/status indicators
- Incoming Line Phase Monitor w/primary fusing
- PM Pump 5 HP
 - Class J fuses/block per contactor
 - AB Contactor w/1 AB SS OL per motor

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- 1 Ea. Main Pump 20 HP
 - 1 Ea. 25HP Danfoss Aqua Drive w/high speed JKS fuse protection
 - 3 ½% DC Input Link Reactor
 - Door Mounted Keypad
 - DTW-272 25HP 6 Year Warranty on Danfoss VFD which includes coverage against damages from momentary line or load anomalies such as lightning strikes.
 - 25HP DV/DT Filter
- AB compactlogix PLC Platform
- AB 10" Panelview +7 Color HMI
- Inhand Network Switch with Modem
- AB DC Power Supply
- AB "Full Size" 30 mm N4 Door Devices
 - Green Illuminated Switch per pump
 - System Switches: System Control, Low Discharge, PLC Bypass, Speed Pot and Red Illuminated Fault Push Button
- GFCI Outlet
- Control Power Transformer w/primary/secondary fusing
- Flow Signal Input: Pulse
- Lake Level Controls
 - HOA Selector Switch
 - PNR & Probes
- Fertigation Relay
- Safeties:
 - Low level shutdown
 - Low discharge pressure shutdown
 - High discharge pressure shutdown w/auto restart
 - VSD fault with auto restart
 - Solid State Overload shutdown per motor
 - Phase Failure, Imbalance and low voltage protection
- Operation Features
 - Lamp Test Function
 - Automatic alternation of pumps based on least run time
 - Intelligent Slow Ramp feature for automatic line fill
- 10" Color Touch screen interface
 - 3 Year Flow Total Logging Day/Week/Month/Year
 - Pump Run Times
 - Event Log
 - Flow and Station Trending
 - Assignable I/O
- **MPC Remote Cell Monitoring w/1 Year Activation**
- **Remote pump station disable feature from any smart device or PC**
- **Factory support remote access to PLC/HMI and VFD for programming and troubleshooting**
- **nSite, MCI's Cloud Based Solution NO SUBSCRIPTION FEE**

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- Scheduled monthly email with flow report in Excel format
- Access to one full year of pressure, flow, alarms and event data
- **nAlert**
 - Manage maintenance due dates for all aspects of maintenance on your pumping station.
 - Warning light, display message and email alert when due.
 - Monitor and report irregular operation of irrigation system, pump system and filter system.

Instrumentation

- SS Wika Panel Mounted Pressure Transducer 0-250 PSIG
- DI220B Flow sensor
- Durachoice 4" Pipe Mounted Pressure Gauge/s w/316SS isolation ball valve/s

Pumps

- 1 Ea. 20 HP Goulds Model 7WALC 3TG Submersible Turbine Pumps, **(73.40% Efficiency)**, 14' Pump Length (Unconfirmed), each rated for 200 GPM @ 261'TDH including station losses. To include;
 - Cast Iron Bowls w/316 Investment cast SS Impellers
 - 416SS Stainless Steel Shafting
 - 416SS impeller collets
 - Water lubricated line shaft bearings with maximum 5 ft. spacing
 - MCI Fusion Bonded Epoxy coated internal/external Fabricated Steel Discharge Heads
 - Threaded Carbon Steel Column pipe, Standard wall thickness, 5' ft. sections.
 - Stainless Steel Pump Strainer
 - Induction Cowling
 - 20 HP, 3600 RPM, 460/3/60 Submersible Motor
- 1 Ea., PM, 5 HP Submersible SS Pump & Motor. With 2" Fusion Bonded Epoxy Coated pump head and 304SS discharge threaded column pipe.

Isolation Valves

- 3" Bray 31H NSF61 Certified Station Discharge isolation butterfly valve w/lever operator, 316SS disc and EPDM elastomers, fusion bonded body, rated for 250PSI.
- 2" and 4" Grooved Pump Isolation Valves with lever actuator.
- 2" and 4" Pump silent wafer check valves coated with fusion bonded epoxy and SS disc.
- 316SS threaded ball valves, 1.5" and below

Relief Valves Standard Fusion Bonded Epoxy Inside/Out w/ Bronze Trim

- ClaVal 50-01 2" Station pressure relief valve with bronze trim, piped to wetwell with Discharge isolation butterfly valve w/lever operator, SS disc and EPDM elastomers, fusion bonded body.

Station Filter w/bypass

- 1 Ea. 4", VAF Filter Model V500, 25 micron, with 2" x 4" filter flush valve assembly piped to skid edge and flanged.

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- 4" Lug isolation butterfly valves, w/lever operator, SS disc and EPDM elastomers, fusion bonded body.
- 4" wafer silent check valves with fusion bonded epoxy coated body and SS disc.

Skid

- 2 Structural skid system
 - Filter Skid
 - Pump/Manifold Skid
- Integral Wet Well Access Hatch(s)
- Steel Grit blasting to SSPC-10 of station structural steel.
- PPG Enviroacryl Zinc epoxy powder coat Primer
- Poly Powder coated non-skid paint system

Piping

- Steel Grit blasting to SSPC-6 of station piping.
- NSF61 fusion bonded epoxy powder coating of all piping 2" and above internal and externally.
- Piping 2" and below to be 304SS
- Hose Bibb connection
- 3/4" – TOL's

On Site set supervision, Start up and training included in pricing.

PRICE: \$104,360.00 excludes freight
Pricing does NOT include any installation, crane charges, taxes unless otherwise noted.

FOB: Dallas, Texas

Lead Time: 10-12 weeks following approved drawings

Many Motor Controls, Inc. manufacturing partners have advised that until further notice they reserve the right to amend the delivery date, the price, the scope or quantity of supply and/or other terms and conditions set out in their offer or quotation to Motor Controls, Inc. Motor Controls, Inc. considers any COVID-19 related changes imposed by manufacturers as outside its reasonable control and subject to Force Majeure provisions.

Optional Equipment: (Not Included in pricing)

- Cell Connect for Single Pump Station Connection to Irrigation Central \$3,220.00

Additional Warranty items

- Warranty Includes crane if needed
- 6-year warranty on Variable frequency drive (Includes lightning damage coverage and labor to replace)
- 6 Year Warranty on ALL COMPONENTS IN ELECTRICAL PANEL, Inclusive of power related damage such as lightning. Includes parts only.
- 2-year warranty on Station

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TERMS AND CONDITIONS OF SALE

All sales by and purchases from MOTOR CONTROLS INC., (Seller) are governed by the following terms and conditions:

1. All purchases and credits occurring after the closing date of a month will appear on the periodic statement for the next month. Payment shall be made to the Seller in U.S. currency at its offices in Dallas, Dallas County, Texas.
2. All purchase orders are subject to acceptance at Motor Controls Inc, Dallas, Texas. The following terms shall govern unless superseded by revised terms in the proposal body. Receipt of Production deposit, verification of acceptable credit and confirmation of design are required before production. On domestic orders deposit is required to initiate the order with the deposit due upon receipt. Deposit required to be determined based on credit analysis. For international orders, either an Irrevocable Letter of Credit (ILC) drawn on a U.S. Bank, with all costs of the ILC borne by the purchaser, is required for the full amount of purchase at time of order, or cash in advance.
3. In all cases if customer is unable to accept delivery once fabrication, assembly and testing are completed at the factory MCI shall invoice the total balance due. Customer shall agree to coordinate with MCI for storage arrangements and/or additional storage charges as deemed appropriate and necessary.
4. Late fee of 1.5% per month will be added to any balance due after thirty (30) days from the date of invoice. All payments and/or credits are applied to the outstanding balance before computing a finance charge.
5. All Orders shall be F.O.B. Dallas, Texas.
6. State, city and local taxes are excluded from the contract price unless otherwise noted. Sales tax will be invoiced on the contract price unless written exemption is provided.
7. Prices valid for 15 days from date of proposal unless otherwise noted.
8. Orders regularly entered, whether verbal or written, can only be cancelled in writing by the Buyer upon terms that will compensate the Seller against loss. Any additional paperwork furnished at the Buyer's request, such as sketches, drawings and specification sheets will be charged at Seller's cost.
9. Any claim for defects, damages or shortages of an order delivered must be made by the Buyer in writing and delivered to Seller within a period of ten (10) days after delivery. Failure to make such claim within the specified time constitutes an acceptance and admission that the order fully complies with the terms, conditions and specifications required. The Seller's liability shall be limited to the stated selling price of any defective goods and shall in no event include special or consequential damages, including profits (or profits lost) or loss of use. Seller shall not be liable to buyer or any other person for any liability, loss, or damage caused or alleged to be caused, directly or indirectly, by the pumping package. Seller makes no warranty, whether express or implied, with respect to fitness for a particular purpose or merchantability of the pumping package or component
10. The Buyer bears the risk of loss of or damage to or destruction of the goods from the time of delivery. The Seller retains title to the goods until the Buyer pays the entire purchase price as specified plus any interest thereon. If requested by Seller, Buyer shall execute a security agreement and financing statement evidencing Seller's security interest in the goods delivered to Buyer
11. If the credit of Buyer in the judgment of the Seller becomes impaired at any time, the Seller has the right to require payment in advance before making further shipments, and to demand immediate performance of the Buyer of all obligations imposed upon him by this agreement.
12. If there is any breach of or default under this agreement and if the same is placed in the hands of an attorney for collection, or if collected by lawsuit or through the probate or bankruptcy court, or if any action of foreclosure be had hereunder, Buyer shall be liable for reasonable attorney's fees incurred by the Seller. In the event of default by Buyer, Seller may immediately proceed to enforce payment of Buyer's obligation and exercise all the rights and remedies provided by the Business and Commerce Code of the State of Texas, or the Uniform Commercial Code, as well as any other rights and remedies afforded to Seller by law. Should Buyer be in default, Seller may require Buyer to return all goods previously delivered to Buyer by Seller, and any subsequent expenses for retaking, holding, preparing for sale, and reselling of such goods shall be at Buyer's expense. Funds realized from such resale shall be credited to Buyer's unpaid account.

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13. The Seller, or any credit bureau or investigating agency employed by the Seller, is hereby authorized to investigate the references herein listed or statements or other data obtained from the Buyer or from any other persons pertaining to the Buyer's credit or financial responsibility. The Buyer has read and understands the foregoing terms and conditions of this application for credit and has signed the same as an indication of intent to enter into an agreement with Seller for the future purchase of goods and services from time to time. The Buyer also understands that upon acceptance of this application by the Seller, this document constitutes an agreement between the Buyer and the Seller for payment of debts owed to the Seller in return for the delivery of goods ordered or performance of services requested by Buyer.
14. The terms herein contained shall be governed by the statutes of the State of Texas, and specifically the Business and Commerce Code of the State of Texas and the Uniform Commercial Code. In the event that any account owing by Buyer to Seller becomes delinquent, and legal proceedings are instituted for collection of said account or indebtedness, such legal proceedings may be instituted and prosecuted against Buyer and its guarantors, if any, in any Court in Dallas County, Texas, and the undersigned expressly agrees that venue for such proceeding shall be in Dallas County, Texas, even if the principal offices of the Buyer are located in another county within this state or outside of this state.
15. SELLER DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE MERCHANTABILITY OF THE GOODS DELIVERED TO BUYER NOR THE FITNESS OF SUCH GOODS FOR A PARTICULAR USE UNLESS A WRITTEN WARRANTY IS GIVEN TO BUYER BY SELLER AT TIME OF DELIVERY.
16. Seller warrants that the water pumping system or components will be free of defects in Materials and workmanship for 2 years from date of authorized start-up but not later than 27 months from date of invoice;

Provided that all installation and operation responsibilities have been properly performed and documented. Seller will provide a replacement part or component during the warranty life. Repairs done at Seller expense must be pre-authorized. Upon request, Seller will provide advice for troubleshooting the system.

This proposal contains equipment that may require costly means to remove or replace based on site conditions. Seller will not accept liability for costs associated with the removal or replacement of equipment in difficult to access locations. This includes but is not limited to the use of diving services, barges, helicopters, or other unusual requirements.

Default of any agreement with Seller or;

- a. The misuse, abuse of the pumping package outside its intended use.
 - b. Failure to perform required maintenance service.
 - c. Pumping water not suitable for irrigation.
 - d. Exposure to electrolysis erosion.
 - e. Water salinity in excess of 2000 parts per million.
 - f. Water from a reverse osmosis plant without countermeasures in place.
 - g. Water with a Langelier Index less than -0.5 and greater than +1.5
 - h. Presence of destructive gaseous or chemical solutions in our around the packaged system.
17. The terms contained herein may be modified only by written agreement signed by Buyer and an officer of Seller, MOTOR CONTROLS INC.

Is this sale Taxable? (Circle one) YES NO

(If non-taxable please provide tax exempt certificate for the "ship-to" state)

****Please fill out fields below and return all pages.****

Accepted for Buyer: _____

Date: _____ Total Value with options: _____

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Requested ship date: _____

Ship to Address: _____

Street address: _____

County _____ State _____ Zip _____

Contact Name: _____

Phone & Fax: _____ / _____

Email: _____

Cell Modem Acknowledgement

MCI Flowtronex provides a state-of-the-art cell communication service designed to give the user premium functionality from anywhere that has an internet connection.

Our Remote Cell Monitoring Package includes the following features:

- The ability to provide a remote connection utilizing any smart phone, tablet, or PC that is capable of connection to the internet.
- nSite allows for flow report totals to be automatically emailed to the user once a month in an easy to use excel format.
- If the pump station has multiple flow zones the system will display flow totals for each zone in different tabs for more simple navigation.
- Remote management of the pump station includes performance tuning to each individual system's needs to further improve efficiency and reliability of our product.
- nAlert will send prompt notifications about maintenance due dates for all aspects on the pumping station along with alarm alerts.
- Free critical software updates to ensure you are getting the latest features and security.
- This agreement while in effect includes remote factory support at no additional cost to assist with the operation, troubleshooting, and tuning of the control system. This service often eliminates unnecessary service calls.
- Allows our support staff to access and troubleshoot 24/7 with full access to HMI, PLC and VFD from the MCI offices.
- Remote Training opportunities for new staff or refresher for existing staff.

These benefits are offered to you as long as the cell package is active. Your pump station includes one year of cell connection unless otherwise indicated. You will be invoiced for renewal 30 days prior to the end of your term. Invoice are net 30 days. Service shall be terminated for non-payment. If you chose to not renew please notify MCI Flowtronex. If service is terminated for any reason a reconnection fee of \$375 shall apply plus any un-paid balance. Cell communication is only available for intended use. Un-authorized connections are subject to additional charges.

Responsible Party Billing Information

Bill to Address: _____
Street Address: _____
County: _____ **State:** _____ **Zip:** _____
Contact Name: _____
Accounting Contact Name: _____
Phone & Fax: _____ / _____
Email: _____

Signature: _____

Next Renewal Rate (\$): _____

Customer Email Address for VPN Token: _____

By signing above, I the signee, am acknowledging all the above information and understand that I will be billed after the end of the original terms of service then every 12 months.

Contact MCI To Pay by Credit Card

“Meeting our customers’ requirements, every requirement, every time”

Jim Carter



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		May 2, 2022					
Item Name:		Termination of Tax Increment Finance District #3					
Originating Department:		Finance					
Presented by:		Nicole Meyer					
Previous Council Action (if any):							
Item Type (X only one):	Consent	☒ X	Regular Session	☐	Discussion Session	☐	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution No. 2022-130, Approving Termination of Tax Increment Finance District No. 3 (Cherry Street) and Directing Decertification Thereof by the County Auditor							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The City entered into a tax increment financing plan with Waconia Mill IV, LLC in August 2011 and a development plan in November 2011. In these agreements, the City agreed to make payments to Waconia Mill IV, LLC as part of the pay-as-you-go Tax Increment Revenue Note. The note was to be paid from tax increment and abatement generated by the district. The initial balance of the note was \$397,000 with an interest rate of 6.0%. Tax increment payments began August 1, 2013 and were due each February 1 and August 1 thereafter to and including February 1, 2022. Payments were equal to 90% of the tax increment received during the preceding 6 months. Payments were first applied to interest and then to principal. Staff notified Waconia Mill IV, LLC that the final tax increment payment was made on the note on December 22, 2021 (it was due February 1, 2022). The note will continue to be paid down with tax abatement per the developer's agreement until February 1, 2033. With the final tax increment payment being made to the developer, the City is able to terminate and decertify the tax increment district. With approval, staff will notify Carver County of this decertification.							
<u>Attachments:</u>							
1. 22130res Waconia__TIF_Dist_3__RESOLUTION_TERMINATING_TIF_DISTRICT.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			

EXTRACT OF MINUTES OF A MEETING OF THE
CITY COUNCIL OF THE CITY OF WACONIA, MINNESOTA

HELD: _____, 2022

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Waconia, Minnesota, was duly called and held at the City Hall in Waconia, Minnesota, on _____, 2022, at ____:____ p.m., for the purpose, in part, of terminating Tax Increment Financing District No. 3 (Cherry Street).

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. 2022-130

RESOLUTION TERMINATING TAX INCREMENT FINANCING DISTRICT NO. 3
(CHERRY STREET) AND DIRECTING DECERTIFICATION THEREOF BY THE COUNTY
AUDITOR

WHEREAS, the City of Waconia, Minnesota (the "City"), by adoption of a resolution on August 15, 2011, has heretofore created Tax Increment Financing District No. 3 (Cherry Street) (the "District"), located within the Waconia Development District, and has approved a Tax Increment Financing Plan (the "TIF Plan"), as amended, for the District to provide assistance to Waconia Mill IV, LLC (the "Developer"), for construction by the Developer of a 4,800 square foot Ground Round Restaurant and possible 24-unit expansion of an existing AmericInn Hotel (the "Project"); and

WHEREAS, the County Auditor of Carver County has certified the original net tax capacity and the original local tax rate of the District pursuant to the provisions of Minnesota Statutes, Section 469.177; and

WHEREAS, the Project has been completed and all obligations to which tax increment from the District has been pledged have been paid in full; and

WHEREAS, the City has determined that it is in the best interests of the City to terminate and decertify the District:

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Waconia, Minnesota that (i) the District is hereby terminated and (ii) the City Administrator shall provide a certified copy of this resolution to the County Auditor of Carver County so that the District may be decertified on the books and records of the County Auditor with no further tax increment from the District being remitted to the City.

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

and the following voted against the same:

Adopted on _____, 2022 by the City Council of Waconia.

Mayor

Attest:

City Administrator

STATE OF MINNESOTA
COUNTY OF CARVER
CITY OF WACONIA

I, the undersigned, being the duly qualified and acting City Administrator of the City of Waconia, Carver County, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council of said City, duly called and held on the date therein indicated, insofar as such minutes relate to the termination of Tax Increment Financing District No. 3 (Cherry Street).

WITNESS my hand this 2nd day of May, 2022.

City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		May 2, 2022					
Item Name:		Authorize Execution of Smart Water Program 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 2022-131, Authorizing Approval of Public Services Director to Execute Carver County Smart Water Program 2022 Participation Agreement							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Council Members may recall our efforts and engagement in the 2021 Carver County Smart Water Program designed to assist in off-setting smart water irrigation controller installations for Waconia residents. The program on the city part was delayed until the second-half of calendar year 2021 due to information sharing, final document delays and program education. After going through these items in 2021 we are ready and more able to effectively support the 2022 program. This water reduction effort was a recommendation by the Minnesota Department of Health and Department of Natural Resources within the approved City Water Supply Plan as a component to reduce potable water consumption, and implementation of water conservation efforts. The program is managed once again through Carver County and Ranchio with support of the City from funds from the Water Utility Budget, Contract Services. Attached and highlighted are the recommended support items for this program in calendar year 2022. The City would provide for 75 total controller unit upgrades at a \$100.00 cost/unit. The Parcel Owner would based upon the size of their system be required to pay \$69.99 for a 8-zone controller, or \$89.99 for a 12-zone controller. The maximum dollar amount supported by the City will be \$7,500.00. If this program is successful and more applications are requested we could bring this before City Council for consideration of further funding support for calendar year 2022. Staff have provided updated account information to Ranchio in advance of this process to make efforts to expedite this program and further engage the public in making them aware this program is available. Staff's recommendation is to support the \$7,500.00 committed value for calendar year 2022 and allow the Public Services Director to execute the agreement according to the requested fund values.							
Attachments:							
1. 22131res Approval_of_Execution_Smart_Water_Rebate_Agreement_Res.doc 2. Highlighted City partner agreement Final 2022.docx							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses: Water Utility Budget, Contract Services							
Budget Information:				Planning Commission			
☒ X Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2022-131**

**RESOLUTION AUTHORIZING APPROVAL OF PUBLIC SERVICES DIRECTOR TO
EXECUTE CARVER COUNTY SMART WATER PROGRAM 2022 PARTICIPATION
AGREEMENT**

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

WHEREAS, Waconia was a participant and participated the same dollar value in this effort of water conservation agreement in calendar year 2021; and

WHEREAS, Waconia will participate again with support of 75 total controller at a \$100.00 per-unit with the balance match of \$69.99 for 8-Zone Controller and \$89.99 for 16-Zone Controller being paid by Waconia Homeowners and a City Maximum Grant support dollars of \$7,500.00 from its Water Operations Budget, Contract Services Line; and

WHEREAS, the Public Services Director is authorized to execute the agreement.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of Public Services Director to execute Carver County Smart Water Program 2022 Participation Agreement.

Adopted by the City Council of the City of Waconia this 2nd day of May, 2022.

Kent Bloudek, Mayor

Attest: _____
Shane Fineran, City Administrator

Carver County Smart Water Program 2022 Participation Agreement

Carver County is implementing a new program called Carver County Smart Water program with direct distribution of Rachio, Inc., creator of Rachio smart irrigation controllers.

The program offers residential water customers of participating cities an instant rebate on the purchase of smart irrigation controllers.

About the program

The goal of the program is to decrease residential outdoor water use through better management of irrigation practices. The program enables customers to purchase smart controllers directly from Rachio on a website specifically developed for the program. The smart controller selected for the program is the Rachio 3 model, an Environmental Protect Agency WaterSense labeled controller designed to help homeowners better understand their irrigation and make saving water easy and transparent.

Controllers offered

The Rachio 3 8-zone and 16-zone controllers will both be offered at a total cost of \$169.99 and \$189.99 plus applicable sales tax on each controller. Participating cities can select the level cost share for their individual program. The controllers for participating cities are already offered at a discount of \$80.00 of normal purchase price. Cities can choose to provide an additional cost incentive to residents from the options below.

Cost share option (\$)	Cost to customer (8-zone)	Cost to customer (16-zone)
City covers all cost	\$0	\$0
City provides \$100	\$69.99 + tax	\$89.99 + tax
City provides \$75	\$94.99 + tax	\$114.99 + tax
City provides \$50	\$119.99 + tax	\$139.99 + tax
City provides \$20	\$149.99 + tax	\$169.99 + tax
City provides \$0	\$169.99 + tax	\$189.99 + tax

InSights platform

The program also provides Carver County and participating cities with a web-based online platform to provide information on the number of active Rachio controllers in each region, irrigation schedules, and weather data.

The platform displays information for all Rachio controllers active in a city's service area and provides the ability to distinguish between controllers activated independently by homeowners and controllers activated through the Carver County Smart Water program. Each city will have access to the InSight's program portal and insights rolled up on a statewide basis for tracking and program performance evaluation purposes.

Carver County has contracted with Rachio to implement the program and has a Professional Services Agreement with Rachio. It is attached here and incorporated herein as Attachment 1.

The respective roles and responsibilities of Carver County and each participating city are outlined below.

Carver County Roles and Responsibilities:

- 1) Overall Program management and coordination
- 2) Coordinate with Rachio to develop Program marketing plan and associated materials
- 3) Implement reasonable security controls to limit the unauthorized disclosure of any confidential information, including confidential or private customer information, provided to Carver County by a participating city or by Rachio.

Participating City's Roles and Responsibilities:

- 1) Agree to Program Scope of Work and contract terms (both set forth in Attachment 1)
- 2) Provide customer eligibility lists to Rachio on a monthly basis. Eligibility can be verified using account number, coupon code, and/or unique customer code
- 3) Market program to city water utility customers. Photos, optional text, etc. are provided by Rachio.
- 4) Customize report messaging to city customers (at Participating Agency's discretion)
- 5) Cooperate with Carver County in administering the program

Invoicing

Rachio will invoice cities directly each month for reimbursement for city funded controller costs as determined in the table below. Cities should use the table below to determine funding allotted to the program for this year.

Participating cities may terminate participation in the program upon 30 days written notice to Carver County. Participating cities electing to terminate their participation will be responsible for all costs related to their participation in the program up to the effective date of termination.

Program Costs:

Program item	Unit cost x quantity	Cost
A. Smart controller rebates	Agency cost share \$_____ (plus applicable taxes/controller) x _____ (total # of rebates budgeted)	\$_____
B. Insights lite	No charge	\$0
C. Dedicated customer support number and e-mail address managed by Rachio	No charge	\$0
D. Marketing assets folder (provided by Rachio)	No charge	\$0
E. Optional virtual customer training hosted by Rachio and Carver County	No charge	\$0
F. Total program costs	Total items A – G	\$_____

To memorialize this arrangement, please have the enclosed copy of this Participation Agreement executed by an individual authorized to enter into such agreements and return it to Carver County Water Management, 600 East 4th St. Chaska, MN 55318, attention Madeline Seveland, **no later than 2 weeks before the launch of the Program.**

By submitting this Participation Agreement, the participating city agrees to pay its share of the program costs, up to the maximum in line F within thirty (30) days of its receipt of an invoice from Carver County. In addition, the participating city hereby acknowledges and finds acceptable the terms and conditions of Carver County - Rachio Professional Services Agreement including all exhibits.

Participating Agency agrees to indemnify, keep and hold harmless Carver County and its directors, officers, agents and employees against any and all suits, claims or actions arising out of any of the following: Rachio's performance, any allegation that materials or services provided by Rachio infringe or violate any third party intellectual-property right, any disclosure of allegation thereof of Participating Agency's customers personally identifiable information. The person signing below represents and warrants that they are authorized by the participating city to bind the participation city to this Participation Agreement. It is understood and agreed that the County's liability shall be limited by the provisions of Minn.Stat.Chap.466 and/or other applicable law.

No person shall, on the grounds of race, color, religion, age, sex, sexual orientation disability, marital status, public assistance status, criminal record, creed or national origin in administration of this agreement.

Pursuant to Minn. Stat. §16C.05, subd. 5, the parties agree that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of each party and involve transactions relating to this Agreement. Parties agree to maintain these records for a period of six years from the date of termination of this Agreement.

IN WITNESS THEREOF the Parties have executed this Agreement by their duly authorized officers as of the latest day and year written below.

Carver County

By: _____ Date: _____

Agency: _____

By: _____ Date: _____

Title: _____

Below is the primary contact for this Program.

Madeline Seveland
Carver County Planning & Water Management
mseveland@co.carver.mn.us 952-687-7586



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		May 2, 2022					
Item Name:		Approve Execution of Fire Hydrant & Watermain Agreement					
Originating Department:		Public Services					
Presented by:		Craig Eldred					
Previous Council Action (if any):		March 1, 2021; Authorizing Interim City Administrator to Execute Memorandum of Understanding with Ronald and Mary Everson for PID 750245210 & 750242700 for the East Frontage Road 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 2022-132, Authorizing Approval of Mayor to Execute Fire Hydrant & Watermain Connection & Installation Construction Agreement							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
As Council Members are aware we are again actively working on roadway and site improvement components of the East Frontage Road Project slated to be completed by the end of June, 2022. Components of the site and roadway improvements cover five active Business sites with multiple agreements for varied elements. Engagement of these parcel sites has become active with re-engagement of the programmed improvements. As a result staff received a request of adding a water line to the Everson Hardware site by Mr. Everson for fire protection, site use by meter and possible building sprinkling is deemed necessary if the parcel were sold or modified and required. A component of this process is the fact that the current water main is under construction and warrantied by the Contractor's, Sub-Contractor. Therefore staff engaged the Contractor and Sub-Contractor for pricing, since now is the time to complete this improvement before the roadway and site improvements are completed. As a result a cost of \$15,180.00 was quoted by the Contractor for the installation of a tapping valve, water main line and Fire Hydrant. The final location will benefit the parcel owner and Fire Department for possible issues. Attached Council will find an owner executed "Fire Hydrant & Watermain Connection & Installation Construction Agreement" stating the request, location, construction situations, and responsibilities of the owner, in this case, Mr. Everson to provide a legal easement over the Hardware parcel for the watermain and Fire hydrant. The watermain is held to be private, or that of a service line. The cost of the installation and provision of the easement will be the responsibility of the property owner. Staff recommends approval of this request with execution of the agreement by the Mayor, and the agreed upon items required of the parcel owner to complete the easement items as set forth by agreement.							
<u>Attachments:</u>							
1. 22132res Fire_Hydrant___Watermain_Everson_Hardware_Agreement_Res.doc 2. Water Line Requet & Fire Hydrant Everson Hardware Executed.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Invoiced to Parcel Owner, Support East Frontage Road Project							
Budget Information:				Planning Commission			

☒	Budgeted	Parks and Recreation Board	
☐	Non Budgeted	Safari Island Advisory Board	
☐	Amendment Required	Other	

**CITY OF WACONIA
RESOLUTION NO. 2022-132**

**RESOLUTION AUTHORIZING APPROVAL OF MAYOR TO EXECUTE FIRE HYDRANT &
WATERMAIN CONNECTION & INSTALLATION CONSTRUCTION AGREEMENT**

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

WHEREAS, Mr. Everson Owner of Everson Hardware requested the installation of a water line with a Fire Hydrant into the Hardware parcel for future use and source of water use; and

WHEREAS, staff prepared a Construction Agreement Document detailing the required items for its installation as noted below; and

1. At the request of the property owner, Mr. Ronald Everson a water line and Fire Hydrant will be added to the site improvements of the Hardware Store location a 121 Highway Five East.
2. As part of the construction a tapping valve will be installed by the Sub-Contractor at the City Watermain located with the new East Frontage Road.
3. The City of Waconia will invoice Mr. Everson a total cost of \$15,180.00 for said work and improvements as requested and shown on Attachment.
4. Mr. Everson shall provide at his cost a legal easement over the water line and Fire Hydrant for maintenance purposes of Flushing and General Maintenance of the Hydrant and not the water main itself.

WHEREAS, the Mayor is authorized to execute the Fire Hydrant & Watermain Connection & Installation Construction Agreement.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of Mayor to execute Fire Hydrant & Watermain Connection & Installation Construction Agreement.

Adopted by the City Council of the City of Waconia this 2nd day of May, 2022.

Kent Bloudek, Mayor

Attest: _____
Shane Fineran, City Administrator

Fire Hydrant & Watermain Connection & Installation Construction Agreement

Property Owner: Ronald Everson
Property Description: PID 750245210 & 750242700
Date: April 27, 2022

Agreement Framework and Special Provisions:

At the request of Mr. Ronald Everson a water line connection to the City Water Main and Fire Hydrant installation will occur within the Hardware Store Site located at the fore-mentioned PID locations, and be completed by the General Contractor's, Sub-Contractor as part of the East Frontage Road Improvement Project.

The purpose of this document is to outline the general understandings between the Property Owner and the City of Waconia regarding the request and installation costs and easement for hydrant flushing and hydrant maintenance purposes.

Construction Items and Special Conditions:

1. At the request of the property owner, Mr. Ronald Everson a water line and Fire Hydrant will be added to the site improvements of the Hardware Store located at 121 Highway Five East.
2. As part of the construction a tapping valve will be installed by the Sub-Contractor at the City Watermain located within the new East Frontage Road.
3. The City of Waconia will invoice Mr. Everson a total cost of \$15,180.00 for said work and improvements as requested and shown on Attachment.
4. Mr. Everson shall provide at his cost a legal easement over the water line and Fire Hydrant for maintenance purposed of Flushing and General Maintenance of the Hydrant and not the water main itself.

Acceptance:

The conditions, understandings and methodologies outlined herein are acceptable. Moreover, it is agreed these understandings will form the basis of all the forthcoming actions required regarding Fire Hydrant and easement acquisition, construction and compensation. Finally, should it be necessary to modify the conditions, understandings or methodologies contained herein due to circumstances yet unforeseen, such modifications will be completed by mutual agreement of the parties hereto through an agreement instrument of mutually agreed upon form.

City of Waconia:

Kent Bloudek, Mayor

Date

Mr. Ronald Everson, Parcel Owner



Ronald Everson, Parcel Owner and Requestor

4-27-22

Date

SHEET 63





REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	May 2, 2022
Item Name:	Award Construction Contract and City Supplied Materials and Services for Waterford Storm water Reuse
Originating Department:	Public Services
Presented by:	Craig Eldred
Previous Council Action (if any):	February 22nd, 2022; Authorizing Approval of Advertisement of Waterford Reuse Construction Improvements, CIP Project 676

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

Approve Resolution 2022-133, Approval of Award of a Construction Contract for Waterford Stormwater Reuse Project to S.M. Hentges & Sons, Inc. at a Cost of \$492,570.00 & City Supplied Material and Services at a cost of \$201,000.00; CIP Project 676

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

As Council Members are aware we have been working with our Engineers, Waterford Development Representatives, and Suppliers on pumping equipment, storm water treatment equipment, structures, and electrical items to fully construct the Waterford Reuse System in efforts to meet storm water requirements for the Waterford Development and City Credit Bank systems with Carver County Water Management Organization for future infrastructure improvement projects community wide.

To date the water treatment unit to safely treat storm water has been ordered. The pumping equipment was in the consent segment of the City Council packet.

This final element of awarding the construction contract and authorization of city supplied material and equipment are necessary to allow completion of this project and delivery of storm water as required. On April 26th, 2022 at 10:00 a.m. three bids were received and read aloud via Quest an on-line portal. The lowest bid was provided by S.M. Hentges and Sons, Inc. at the amount of \$492,570.00. Below Council will find two tables; one with the bids received, and a second with a detailed list of City supplied material and equipment.

Contractor	Bid Amount
S.M. Hentges & Sons, Inc.	\$492,570.00
Geislinger & Sons	\$555,587.00
Pember Companies, Inc.	\$647,231.25

City Supplied Items	Cost of Items
Huffcutt Structure	\$93,900.00
HVAC Equipment	\$14,000.00
Lighting Fixtures	\$10,000.00
Electrical Services/Installation	\$70,600.00
Building Permit	\$12,000.00
Total	\$201,000.00

The reason for the number of bids received are due to the fact that this type of project and improvement is similar

to lift station applications and not all contractors have the capability to complete this type of service. We were of a couple who have previous work that where this improvement did not fit their current schedule.

Staff recommend approval of this request to allow for the Construction Contract and City supplied material and equipment for the Waterford Stormwater Reuse Project.

Attachments:

1. [22133res Award_Construction_Contract_and_City_Supplied_Equipment_Waterford_Reuse_Res.doc](#)
2. [2022-04-26 Waterford Reuse Award.pdf](#)
3. [17-072-21 - Waconia - Huffcutt 4-27.pdf](#)
4. [Waterfor Park Re-Use Station.pdf](#)

FINANCIAL IMPLICATIONS:

Funding Sources & Uses:

Grants, Developer, Storm Water

ADVISORY BOARD RECOMMENDATIONS:

Budget Information:

☒ Budgeted

☐ Non Budgeted

☐ Amendment Required

Planning Commission

Parks and Recreation Board

Safari Island Advisory Board

Other

**CITY OF WACONIA
RESOLUTION NO. 2022-133**

**RESOLUTION AUTHORIZING APPROVAL OF CONSTRUCTION CONTRACT FOR
WATERFORD STORMWATER REUSE PROJECT TO S.M. HENTGES & SONS, INC. AT A
COST OF \$492,570.00 & CITY SUPPLIED MATERIAL AND EQUIPMENT AT A COST OF
\$201,000.00; CIP PROJECT 676**

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

WHEREAS, bids were received virtually via Quest on April 26th, 2022 at 10:00 a.m. with the following information; and

Contractor	Bid Amount
S.M. Hentges & Sons, Inc.	\$492,570.00
Geislinger & Sons	\$555,587.00
Pember Companies, Inc.	\$647,231.25

WHEREAS, City supplied material and equipment includes the following for project completed are included as provided below; and

City Supplied Item	Cost of Items
Huffcutt Structure	\$93,900.00
HVAC Equipment	\$14,000.00
Lighting Fixtures	\$10,500.00
Electric Services/Installation	\$70,600.00
Building Permit	\$12,000.00
Total	\$201,000.00

WHEREAS, Contract Award and City Supplied materials are necessary for the project completion and efforts to meet storm water requirements for volume, water quality, and credit values available for current and future city improvement projects.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of construction contract for Waterford Stormwater Reuse Project to S.M. Hentges & Sons, INC. at a cost of \$492,570.00 & City Supplied materials and equipment at a cost of \$201,000.00; City Project 676.

Adopted by the City Council of the City of Waconia this 2nd day of May, 2022.

Kent Bloudek, Mayor

Attest: _____
Shane Fineran, City Administrator



Real People. Real Solutions.

2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

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

April 26, 2022

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

RE: Waterford Park Water Reuse Station

Honorable Mayor and City Council Members:

Bids were received for the above referenced project on April 26, 2022. Three bids were received and are tabulated below. The low bid was submitted by S.M. Hentges & Sons, Inc. of Jordan, MN.

CONTRACTOR	AMOUNT BID
S.M. Hentges & Sons, Inc.	\$492,570.00
Geislinger & Sons	\$555,587.00
Pember Companies, Inc.	\$647,231.25

Evaluation of the bids indicates the bidding process was competitive with the low bid being 31% below the high bid. The project also consists of several elements purchased directly by the City:

- Reuse station building purchase from Huffcutt Concrete
- Pumping equipment purchase from Flowtronex
- UV filter equipment purchase from Wedeco
- Electrical work by Choice Electric

S.M. Hentges & Sons has successfully completed projects of this type in the past and thereby have shown themselves to be a responsible contractor. They are also the contractor on the adjacent Waterford Development project. Based on the items above, we recommend the City award a contract in the amount of **\$492,570.00** to S.M. Hentges & Sons, Inc. I am open to discuss this information with you and answer any questions you or the City Council may have.

Respectfully Submitted,
BOLTON & MENK, INC.

Jake Saulsbury, P.E.

cc: Craig Eldred, Public Services Director
Matt Bauman, Bolton & Menk



4033 123rd Street | Chippewa Falls, WI 54729



Bolton & Menk
2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172
Phone: 952-448-8838 x2843
Cell: 612-756-3230
Attention: Matt Bauman

Date: 4/27/2022
Contract Budget No: 17-072-21
Project: Small Building
Location: Waconia, MN
Terms: Net 30

Huffcutt Concrete hereinafter called Huffcutt proposes to furnish the precast concrete described herein and as shown on the following plans:

Sheets:	A1, A2	From:	Matt Bauman
Dated:	4/15/2022	Addendum:	N/A
Specification Section:	N/A	Specs Reviewed	N/A
Architect / Engineer:	Oertel Architects	Mechanical Drawings:	N/A

Budget Bid:

792.00	Sq. Ft. 10" Insulated Wall Panels
377.00	Sq. Ft. 6" Non-Insulated Roof Panels

Price for Budget Bid:

\$93,900.00 Delivered, Erected, Caulked & Washed
Taxes are included

Clarifications:

PRICING ABOVE FOR BUDGET PURPOSES ONLY

- * Prices subject to change after 30 days
- * Max wall panel height 39'-6"
- * Only hole diameters 10" and above will be cast in panels
- * Contractors responsibility to coordinate all saw hole diameters less than 10"
- * Pricing based on cast in place footing embed design by precast supplier
Embeds will be provided by the precast supplier and to be installed by the General Contractor
- * Pricing is based on one mobilization for erection
Any additional mobilization will require additional mobilization charges set forth by Huffcutt
- * Bracing based on 45 days, additional days will require a surcharge
- * Please note bidding as 6" wall panel in lieu of hollowcore plank for the roof panels.
- * Pricing does not include columns or beams unless noted
- * Pricing does not include bearing angle unless noted
- * Pricing does not include electrical cast into panels unless noted
- * All Weld Plates and connections to be Carbon Steel unless noted
- * Wall Insulation to be Extruded Polystyrene unless noted
- * Insulated wall panels consist of 7 inches of concrete, 3 inches of Insulation (4,3,3)
- * Finish to be formliner and acid etch per drawing
- * Color to be gray
- * IF ANY RAW MATERIAL COST INCREASES BY 5% OR MORE FROM BID TO DELIVERY, HUFFCUTT RESERVES THE RIGHT TO ADJUST COST ACCORDINGLY
- * NPCA & PCI certified

Respectfully Submitted,



By:

Josh Gardow

Date:

4/27/2022

Any questions or clarifications should be directed to;

Estimator: Josh Gardow josh.gardow@thesighgroup.com
Salesperson: Jon Schroetke jon.schroetke@thesighgroup.com

Contracts and Terms

The signed acceptance of this proposal constitutes a binding contract in accordance with all terms and conditions herein.

Reference Conditions of Sale (see attached)

Payment Terms Total due by the 30th day of the month following purchase. For balances over 30 days, 1 1/2% monthly (18% Annual Percentage Rate) finance charge will be applied. Accounts over 60 days are Cash On Delivery (COD).

Purchaser

Huffcutt Concrete

X

Date:

X

Date:

Sales Manager

TERMS AND CONDITIONS OF SALE

<<Insert Entity here>> ("Seller") and the party purchasing goods and/or materials ("Customer") hereby agree to the following Terms and Conditions of Sale ("Terms and Conditions"):

1. Customer's Acceptance of Terms: These Terms and Conditions of Sale constitute the final and entire understanding and agreement between Seller and Customer relating to the goods and/or materials ("Products") sold by Seller to Customer. Customer's acceptance of the Products is expressly conditioned on Customer's acceptance of these Terms and Conditions. Customer's acceptance is limited to these Terms and Conditions, and no different, inconsistent and/or additional terms and conditions submitted by Customer in acknowledging or accepting these Terms and Conditions or in issuing any purchase orders, releases, shipping instructions or other documents in connection with the Products, whether prior or subsequent, shall modify or amend these Terms and Conditions and the terms and conditions contained in any document submitted by Customer, these terms and Conditions shall govern even if the Customer's document expressly limits acceptance to Customer's terms and conditions. No course or pattern of dealings or conduct between Seller and Customer and no usage of trade shall be relevant to determine the meaning or intent of these Terms and Conditions even through the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity for objection.
2. Open Credit Account: Seller reserves the right in its sole discretion to approve, conditionally approve or disapprove any request by Customer for credit. The amount of credit Seller extends to Customer will be determined by Seller in its discretion and may vary from time to time. Customer shall notify Seller, in writing, of any error in any invoice within ten (10) days after the Customer's receipt of such invoice, and, if no such notice from Customer is received by Seller, the invoice shall be deemed to be correct and payable as delivered to Customer.
3. Open Account Payment Terms: All sums owing Seller by Customer shall be paid in accordance with the provisions of Seller's invoice or any written quotation issued by Seller and signed by Customer. In the absence of such express provisions, Seller's terms will be net thirty (30) days from the date of invoice. Seller may refuse to make any required delivery or perform or continue to perform any other obligations if it shall have reasonable believing that the Customer will not make payment in accordance with the terms hereof, and may require advance payment prior to any performance including preparation of shop drawings. All sums past due and owing to Seller shall bear interest at the rate of the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law from the invoice date until paid in full together with reasonable costs of collection (including attorney's fees and disbursements) incurred after default in payment of the invoice in full. All payments made by Customer to Seller shall be applied in the following priority: (a) first to the amounts, if any, due to Seller for attorney's fees and court costs, (b) second to the amounts, if any, due to Seller in the event of Customer's default, (c) third to the amount, if any, of interest due to Seller as a result of Customer's late payment and (d) finally to the balance of the purchase price due to Seller for the Products.
4. Customer's Representations and Warranties: Upon Seller's request from time to time, Customer will provide Seller with current financial information. Customer represents and warrants that any financial information provided to Seller will be true and correct in all material respects and shall fairly and accurately present the financial condition of Customer as of the date of such financial statements. Customer hereby authorizes Seller to review and evaluate Customer's credit background from time to time.
5. Taxes: All prices quoted by Seller are exclusive of all taxes. In addition to the purchase price, Customer shall pay or reimburse Seller the amount of all sales, use and ad valorem taxes, excises, duties and/or other governmental charges that Seller may be required to pay with respect to the Products.
6. Security Interest: To secure Customer's full and prompt payment of the purchase price for the Products, Customer hereby grants to Seller a first priority, purchase money security interest in and to the Products and all products and proceeds therefrom. Customer authorizes Seller to file a UCC financing statement to perfect this security interest at any time.
7. Cancellation and Returns: Customer may not cancel any order of Products for Customer's convenience without Seller's prior written consent. Seller may, in its sole opinion, authorize Customer in writing to cancel Products normally carried in Seller's inventory. Any cancellation so authorized shall be subject to a cancellation or restocking charge of no less than 20% of the purchase price to be determined by <<insert entity name here>>. Customer may not cancel any processed Products, specially manufactured Products, or Products not normally carried in Seller's inventory.
8. Approval of Sale, Prior Sale: No sale shall be final until approved by the corporate office of Seller. All quotations for Products normally carried in Seller's inventory are subject to prior sale, unless otherwise specified in writing by Seller. All quotations for specifically manufactured Products and Products not normally carried in Seller's inventory are subject to availability.
9. Price, Basis of Invoices: Seller's price is subject to and contingent upon Customer purchasing the entire quantity of Products identified in Seller's quotation. If Customer purchases less than the entire quantity of Products identified therein, prices may vary. Seller shall invoice all Products in accordance with Seller's published schedule of quantities, sizes and lengths.
10. Force Majeure: Seller will make every effort to fabricate the materials covered by the agreement as promptly as possible upon receipt of written approval or receipt of approved shop drawings, and to meet the delivery dates required by the Customer, but no

delivery dates are guaranteed. Seller shall not be liable for any delay, breach or non-performance of these Terms and Conditions (other than the payment of money) wholly or partly due to any cause beyond such party's control ("Force Majeure") including, without limitation, acts of God; war; civil disturbances; acts of any foreign, federal, state, local or other government authority; non-availability, delay or diversion of shipping or other transport; lock outs, strikes or trade disputes; break down or interruption of any plant, machinery, equipment or utilities; shortage, non-availability or allocation of raw materials or commodities; any combination of the foregoing, or any other cause outside of such party's control whether similar to or different from those state herein. On the happening of Force Majeure, the affected party shall advise the other party in writing with reasonable promptness and the affected party may suspend its performance during such Force Majeure without liability to the other party.

11. Indemnification: Customer shall indemnify, defend, and hold harmless Seller, its affiliates, and the shareholders, directors, officers, employees, agents, successors, and assigns of all of them (collectively, the "Seller Indemnified Parties") from and against any and all losses, claims, damages, injuries,, liabilities, taxes, fines, penalties, costs or expenses (including attorney's fees and court costs) incurred or suffered by any of the Seller Indemnified Parties to the extent directly or indirectly arising out of, relating to or resulting from (a) Customer's unloading, storing, handling, packing, processing, fabrication, or use of the Products: or (b) any negligence, act, or omission of Customer, its employees, agents and anyone for whom Customer may be legally liable.
12. Shipment: Seller shall ship the products as noted on the face hereof, with freight allowed. All orders are quoted as F.O.B <<insert entity here>>. The construction and maintenance of access roads shall be done by the Customer of this account. Access roads to the jobsite shall be constructed in such a manner as to allow trucks to move freely under their own power and only to the nearest accessible point on the project site, without risk of damage to products, equipment and trucks. In the event delivery is requested beyond the curb line, the Customer assumes full liability for damage to sidewalks, driveways or other property. Seller shall have the right to charge the Customer the sum of \$xx.xx per hour of unloading time in excess of one hour, and Buyer shall pay such charge upon demand.
13. Delays: Seller shall be reimbursed by Customer for all expenses incurred by Seller which arise out of delays caused by the Customer, including but not limited to the failure to timely submit necessary documents, approvals, or information needed by the Seller, the failure to accept delivery on a timely basis, etc.
14. Erection: If in the event erection or installation of the materials by the Seller is required, the following provisions shall apply: (a) the proposed structure will be accessible to our erection rig and trucks, and Sellers operations will not be impeded by piles of construction or waste materials, equipment, or the presence of wire, pipes or framing which will interfere with Seller's handling of the materials; (b) foundations, other bearing walls, or steel structures shall be prepared true to line grade; (c) the Customer shall pay, in addition to the price quoted herein, any additional costs for labor or materials, or both to which the Seller may have been subjected by reason of any changes in plans, or failure to have site ready for Seller to perform its work.
15. Title: Title to the products, and all risks of loss, shortage, damage, destruction, delay, etc., shall pass to the Customer upon delivery to the Customer or project site, which shall occur at the time such trucks reach the point as specified by the Customer.
16. Claims for Loss: All claims for damage, shortage, etc. to products delivered by trucks owned or leased by the Seller shall be made at the time such materials are unloaded, and no such claim shall be allowed unless a notation of damage, shortage, etc. Is made on the delivery receipt for the products to which such claims applies. Customer shall be responsible for any injury or damage to the materials delivered by the Seller after same shall have been delivered to specified site. In no event shall the Customer's rights against the Seller for damage, shortage, etc. exceed its rights for breach of warranty as set forth within.
17. Assignment: The Agreement may not be assigned by the Customer without the written consent of the Seller. But the Seller may cause its obligation hereunder to be performed by any other person, without being relieved of any of such obligations and in such event this Agreement may be enforced by such other person against the Customer.
18. Severability: If any provision contained in these Terms and Conditions or the application thereof to the parties shall be finally determined by a court of competent jurisdiction to be invalid, Illegal or unenforceable in any respect, such provision shall be deemed severed and deleted from these Terms and Conditions and replaced with a provision that is valid, legal, and enforceable to the fullest extent permitted by applicable law and the validity, legality and enforceability of the remaining provisions of these Terms and Conditions and any other application thereof to the parties shall not in any way be affected or impaired thereby.
19. Acceptance / Enforceability of Copies: Seller may, at Seller's sole discretion, accept a facsimile copy, electronic copy, or photocopy of any order between Seller and Customer in lieu of an original document. Customer consents to Seller's use of such copy and waives any right to object to the use of a copy in place of the original and any right to require Seller to subsequently produce an original document.
20. Entire Agreement: These Terms and Conditions contain the final and entire agreement of the parties hereto with respect to the sale and purchase of the Products / materials and all other transactions contemplated herein, and supersede all prior or contemporaneous discussions, negotiations, agreements, or understanding, whether written or oral, between the parties relating to the subject matter hereof. These Terms and Conditions may be changed, amended, modified, revised or supplemented only by a written instrument signed by an authorized manager or officer of Seller.



3080 4th Ave East
Shakopee, MN 55379

Budget: Waterford Park Reuse Station - Waconia

Date: 4/27/2022

Company: Bolton and Menk/Waconia

Attn: Matt Bauman

Introduction

This proposal is for the electrical work required for the construction of the new re-use station located at Waterford Park in Waconia, MN. This includes; a new service, panels, transformers, well connection, UV system wiring, and general power and lighting.

Scope of Work

- Furnish and install new 200 amp service
- Furnish and install new 480 volt panel
- Furnish and install new 15 kva transformer
- Furnish and install new 208 volt panel
- Furnish and install timeclock and photocell
- Furnish and install lighting per plan
- Furnish and install receptacles per plan
- Provide conduits to the UV system and well
- Provide connections to UV system
- Provide terminations in the UV cabinet
- Provide terminations at the well
- Provide Permit

Financial Summary (Budgetary)

Choice Electric, Inc. will provide the labor and materials described in this proposal for **\$70,600.00**

Supply Chain Notice

Please note that due to the extraordinary effect of the COVID-19 pandemic on the global supply chain, shortages have affected virtually every market. In some cases, shortages are extreme and can result in order fulfillment delays that add weeks or even months to procurement times. This is especially true for electrical equipment. Choice Electric will do everything in its power to overcome these issues but asks that our customers put a plan in place to work around potential delays in completion. Temporary or interim measures requested on the part of Choice Electric outside this scope of work may incur additional charges.

We appreciate this opportunity. Please contact me with any questions.

Jesse Thompson

Choice Electric, Inc.
952-445-2625 (office)
612-600-5670 (cell)
952-403-9220 (fax)