

WACONIA CITY COUNCIL MEETING AGENDA



Monday, February 7, 2022
6:00 PM

VISION STATEMENT

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

MISSION STATEMENT

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

MAYOR:	KENT BLOUDEK
COUNCILMEMBER, WARD I:	RANDALL SORENSEN
COUNCILMEMBER, WARD I:	NICOLE WALDRON
COUNCILMEMBER, WARD II:	CARL PIERSON
COUNCILMEMBER, WARD II:	PETER LEO

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

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

- 1. CALL MEETING TO ORDER AND ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ADOPT AGENDA**
- 4. VISITOR'S PRESENTATIONS, PETITIONS, CORRESPONDENCE**
 - 1) [North Shore Road Discussion - Waconia Township](#)
- 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) [January 18, 2022 City Council Meeting Minutes](#)
Motion to Approve January 18, 2022 City Council Meeting Minutes
- 2) [February 7, 2022 Expenditures](#)
Payment of February 7, 2022 Expenditures
- 3) [Contractor Pay Request #3 - Everson New Storage Shed](#)
Motion to approve Pay Estimate No. 3 to Ebert Construction for the Everson New Storage Shed.
- 4) [Contractor Pay Request #4 - Waconia Parkway South Improvements](#)
Motion to approve Pay Estimate No. 4 to GMH Asphalt, Inc. for the Waconia Parkway South

Improvements.

- 5) [Donation Acceptance - Cash Donations for Adaptive Playground Equipment](#)
Adopt Resolution 2022-38, Accepting Cash Donation for Adaptive Playground Equipment
- 6) [Accepting Donation and Pass Thru Recommendation](#)
Adopt Resolution 2022-38, Accepting Donation and Approving Pass Thru Recommendation
- 7) [Request for Use of Streets - Children's Grief Connection](#)
Adopt a Motion to Allow Use of Streets for plunge event for Children's Grief Connection
- 8) [Use of Parking Lot - Waconia Brewing Company](#)
Motion to Approve Use of Parking Lot-Waconia Brewing Company
- 9) [Firefighter Resignation](#)
Adopt Resolution 2022-39, Approving Resignation of Firefighter Robbie Clark.
- 10) [Orchard Park 2nd Addition Final Plat - M/I Homes of Minneapolis/St. Paul, LLC](#)
Adopt Resolution 2022-40 approving the Orchard Park 2nd Addition Final Plat application submitted by M/I Homes of Minneapolis/St. Paul, LLC, which includes 37 single-family lots.
- 11) [Approval of 2022 Infrastructure Improvement Plans and Specifications & Authorize Advertisement for Bid](#)
Adopt Resolution 2022-41; Approving 2022 Infrastructure Improvement Plans and Specifications & Authorize Advertisement for Bid
- 12) [Execution of Carver County SHIP Grant](#)
Approve Resolution 2022-42, Authorizing Carver County SHIP Grant Agreement
- 13) [Approval of Auditor Engagement for 2021-2022 Financial Statement Audits with Redpath and Company](#)
Adopt Resolution Approving Engagement with Redpath and Company for Auditing Services in Relation to Fiscal Year End 2021-2022
- 14) [Authorize Acquisition of Aries Closed Circuit Televising Unit](#)
Adopt Resolution 2022-44; Authorizing Acquisition of Aries Closed Circuit Televising Pathfinder Unit Per State Contract in the Amount of \$80,529.00 From Flexible Pipe and Tool Company
- 15) [Authorize City Staff to Apply for CCWMO Cost Share Funding Grant](#)
Adopt Resolution 2022-45; Authorizing City Staff to Apply for Carver County Water Management Organization Cost Share Funding Grant for Capital Projects, FY 2023

6. COUNCIL BUSINESS

- 1) [Fire Chief Oath and Badge Pinning](#)
Delivery of Oath and Badge Pinning

7. ITEMS REMOVED FROM CONSENT AGENDA

8. STAFF REPORTS

9. BOARD REPORTS

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

10. ANNOUNCEMENTS

11. ADJOURN REGULAR MEETINGOFFICE OF THE CITY ADMINISTRATOR

Shane Fineran

Work Session: Future Transportation Projects & Funding

UPCOMING CALENDAR OF EVENTS/MEETINGS:



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 7, 2022					
Item Name:		North Shore Road Discussion - Waconia Township					
Originating Department:		Community Development					
Presented by:		Lane Braaten					
Previous Council Action (if any):							
Item Type (X only one):	☐ Consent	☐	☐ Regular Session	☐	☐ Discussion Session	☒ X	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Representatives from Waconia Township have requested an opportunity to discuss North Shore Road with the City Council. As such, they have provided the attached narrative and imagery and will be in attendance on Monday, February 7th to present this information and have a discussion with the Council. <u>Attachments:</u> 1. North Shore Road Narrative_Waconia Township.pdf 2. North Shore Road_Image 1.pdf 3. North Shore Road_Image 2.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information:				Planning Commission			
☐ Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			

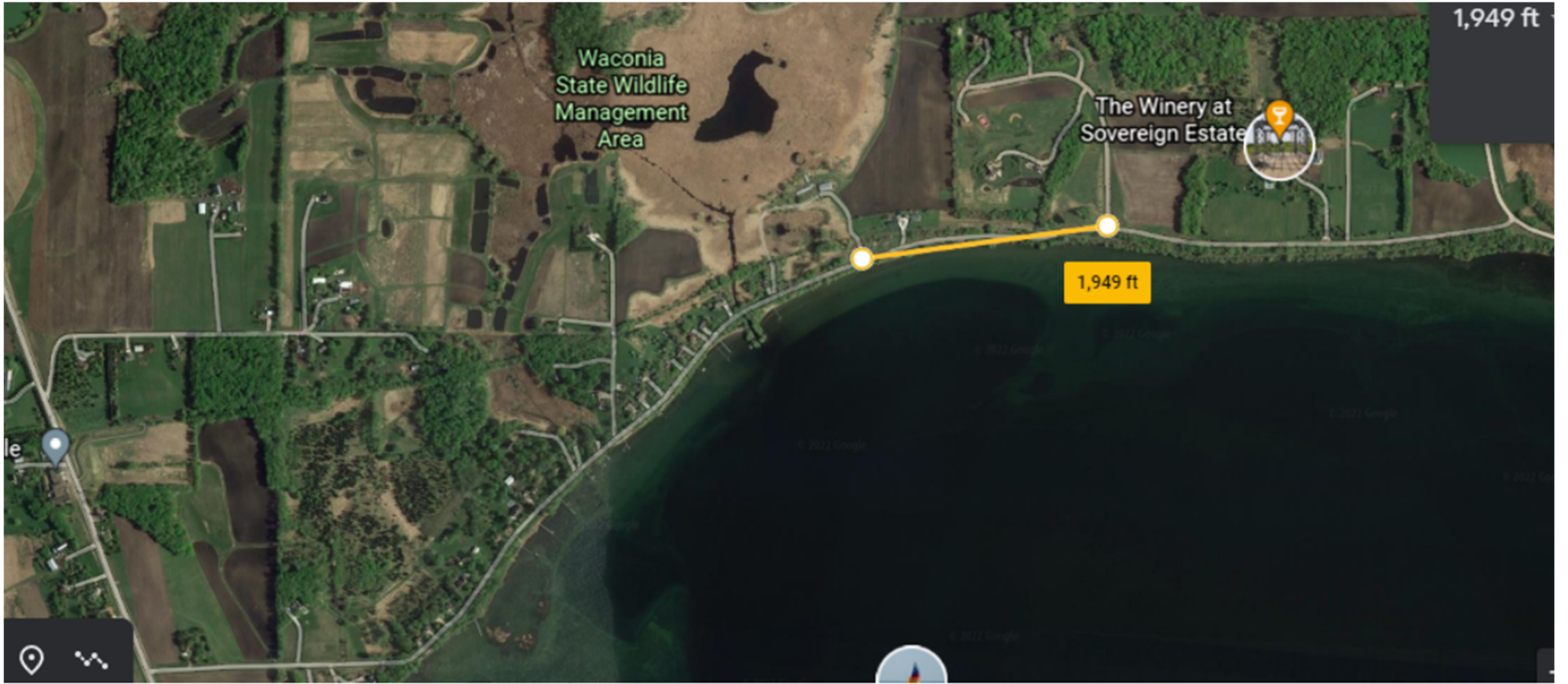
North Shore Road (from Cty Road 155 to Cty Road 10)

Pertinent information: The road, which serves both the township and the city, needs major repairs.

- North Shore Road is about 2.25 miles long and the western third of the road was paved in 1989. Expected life of asphalt surface was 20-25 years. It has lasted over 30 years to date. The eastern half of the road is gravel.
- The asphalt road is now worn out due to age and excessive traffic. There are about 40 residences on the road and daily traffic counts have been in excess of 450 cars per day.
- According to highway engineers the road does not qualify as a 5 ton road.
- At certain points the road is less than 22 feet wide. Width is confined and defined by the lake and property owners who do not want to relinquish “lakefront property” to a larger, wider road.
- Building a wider road would be prohibitively expensive because of the need for pollution mitigating measures due to the proximity of the lake.
- Estimated costs of fixing North Shore Road, depending on the options selected:
 - Improve North Shore road to a 5 ton road and pave it from Cty 10 to Cty 155 while maintaining the same road footprint: \$2.25 million.
 - Turn the entire North Shore road back to gravel and make it a 5 ton road: \$350,000
 - Rebuild the current asphalt portion with asphalt and improve the eastern half of the road to a 5 ton gravel road: \$1.4 million.
 - Only remill and pave the current asphalt portion without improving the base: \$1 million.
- This road is not the typical “town to market road” that is maintained in the rest of the township. It has become an entertainment/business oriented road due to the popularity of The Savaryn Winery and the promotion of Lake Waconia as a “tourist destination” in the western suburbs.
- Obviously, with an annual budget of \$320,000 the township has neither the resources nor the inclination to repave or upgrade North Shore Road to the specifications stated above. The most obvious solution is to return it to a gravel road.

Another possible solution is the establishment of two cul de sacs and creating a North Shore Road East and a North Shore Road West. This would eliminate through traffic and therefore reduce wear and maintenance on the road. A gated access between the two cul de sacs could alleviate any concerns about emergency service access, etc. The township is seriously exploring this option but is also open to any other good suggestions the city may have regarding the road.

In any event the township feels that it important to communicate with the city on any proposed changes which could affect circumnavigation of the lake. After all the lake is a resource both governmental bodies should cherish and maintain so that everyone can enjoy it.







REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 7, 2022					
Item Name:		January 18, 2022 City Council Meeting Minutes					
Originating Department:		Administration					
Presented by:		Ann Meyerhoff					
Previous Council Action (if any):							
Item Type (X only one):		Consent	X	Regular Session		Discussion Session	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Motion to Approve January 18, 2022 City Council Meeting Minutes							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Attachments: 1. January 18, 2022 Minutes.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
January 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 person at 6:00 p.m. The following members were present: Kent Bloudek, Nicole Waldron, Randy Sorensen

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

2) [PLEDGE OF ALLEGIANCE](#)

3) [ADOPT AGENDA](#)

Resolution 2022-37 was added to Council Business.

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

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

5) [ADOPT CONSENT AGENDA](#)

5.1 January 3, 2022 City Council Meeting Minutes

[January 3, 2022 Minutes.docx](#)

5.2 January 18, 2022 Expenditures

[Council List-Expenditures 01.18.2022.pdf](#)

5.3 Rink Management Services Corporation Waconia Ice Arena Expenditures
Incurred December 2021

[Rink Management Payments-IA_Attach.pdf](#)

5.4 Rink Management Services Corporation Safari Island Community Center
Expenditures Incurred December 2021

[Rink Managment Payments-SI_Attach.pdf](#)

5.5 Amusement Machine Permits

[2226res permits.doc](#)

5.6 Gift Card Donations

- [2227res_Gift_Card_Donation.doc](#)
- 5.7 Return to Work for Firefighter Robbie Clark
- [2228res_Clark_RTW.docx](#)
- 5.8 Hire of Office Assistant - Flex Position
- [2229res Office_Assistant_Flex- _Resolution.docx](#)
- 5.9 Recruitment Authorization - Accountant
- [Accountant Job Description .pdf](#)
- 5.10 Call Public Hearing - Establishment of TIF District No. 5
- [2230res_TIF_5_public_hearing.doc](#)
- 5.11 Community Growth Partnership Initiative Grant
- [2231res_Carver_CDA_CGPI.doc](#)
- [2022 Community Development application.Iron Tap.v4.pdf](#)
- 5.12 Authorize Acquisition of Excessive Slope Mower
- [2232res Excessive Slope Mower Res.doc](#)
- [Excessive Slope Mower Att I.pdf](#)
- [Excessive Slope Mower Att II.pdf](#)
- 5.13 Site Plan Amendment - 96 8th Street
- [2233res SITE PLAN AMEND_96 8TH STREET_RES.docx](#)
- [SITE PLAN AMEND_96 8TH STREET_ATTACH.pdf](#)
- 5.14 Authorize City Staff to Obtain Pricing for ATV and Trailer
- [2236res ATV and Trailer Replacement Res final.docx](#)

Motion by Randy Sorensen, seconded by Nicole Waldron 5) ADOPT CONSENT
AGENDA

MOTION carried

6) COUNCIL BUSINESS

6.1 Fire Station Project - Construction Manager Selection

[2234res_CM_Kraus_Anderson.doc](#)

[C132-2019 - KA Std \(6.23.21\) Waconia 01.10.22 DRAFT.docx](#)

[A232-2019 - KA Std \(6.23.21\) Waconia 01.10.22 DRAFT.docx](#)

Shane Fineran stated that the city has been working toward the eventual construction of a new fire station to be located at 10451 10th St W. To date the city has worked with BKV Group to complete a space and location analysis as well as completed preliminary site planning efforts. The next phase of the development of the facility is completing final site planning design and start of the development of construction design documents.

A critical component to the next step of this process, and to ensure that the city receives a quality project after construction, is the engagement with a firm to provide construction management services. Construction management is a method in project delivery in which the owner contracts with an experienced construction firm to provide design, estimating, bidding, scheduling, and supervision of the construction project. This is advantageous in a situation in which staff do not have the time or expertise to manage general contractors in a design bid format. In cooperation with the architect and owner, a construction management firm will assist in the design phase by providing estimating services, value engineering recommendations, and developing scope of work for bid packages, with a goal of controlling project cost. During construction the firm will be onsite managing all of the day to day construction activities and schedules of sub-contractors and acting as an agent of the owner in mediating and controlling change orders.

City Staff and representatives met with three interested construction management firms to review the Fire Station project, discuss their approach, evaluate build and material methods, review early estimates, and discuss services. A group of two was returned for more discussion and evaluation by the city team and learn more about their fee structure.

Following these discussions the staff group is recommending that the city engage with Kraus-Anderson for construction management agent services. The group represented by Dustin Phillips as senior project manager, Dan Kjellberg as project manager, and Jake Walton as project superintendent, in the opinion of the staff group will provide a high level of experience and expertise in delivering a quality project for the community and organization.

The fees proposed for this services are:

Pre-construction: \$14,000

Construction Supervision: \$462,091

Construction Management Fee: \$191,4000 (estimate based on hard construction costs)

At this phase of the project the city is only committing to the pre-construction services scope of the proposed fees. Once construction documents and work scopes are developed, and the project is bid and accepted by the city, then the larger fee amounts will begin to be applicable.

Council Member Sorensen asked if the contract in our benefit.

Mike Melchert replied that he had just received the agreement and needs to go through it. It will not be signed until the has gone through it.

Construction manager, Jake Walton stated that he will be onsite from day one and there is whole team set up to work through all the phases.

Mayor Bloudek asked how will this work with City Staff.

Fineran answered that this is an extension of us as staff and they will be partners. The tools that they have in place are how do we talk about and share the story of the station with the public as project progresses.

BKV is a partnership with Kraus-Anderson.

Motion by Randy Sorensen, seconded by Nicole Waldron Adopt Resolution 2022-34, Approving Contract with Kraus-Anderson for Construction Management Advisor Services

MOTION carried

6.2 Fire Station Project - Architect Services

[2235res_Fire_station_architect_BKV.doc](#)

[2442-02 Waconia-Fire Station_EXTERIOR VIEWS.pdf](#)

[2442-02 Waconia-Fire Station_EXT ELEVATIONS.pdf](#)

[2442-02 Waconia-Fire Station-floor plans.pdf](#)

[B132-2019 - Waconia New Fire Station - 1.12.2022 - Final - \(1\).pdf](#)

Shane Fineran explained that the City engaged with BKV Group, Inc. to perform a space, needs, and location study as well as schematic design work related to a new fire station facility in 2021. As the process of schematic design is nearing completion the next step in this process is to begin work related to design development of the facility and project. In this process, city staff, the construction management firm as recommended to be Kraus-Anderson, and the BKV Group, Inc. will work to further define the project scope and facility. Currently the proposed facility is 28,022 sq. feet, featuring a 2,300 sq. foot mezzanine, training tower, 6 drive through apparatus bays, decontamination facilities, bunk rooms, office and administrative space as well as training/community room space.

Currently the estimated hard construction cost is \$11.6 million dollars. The City intends to issue bonds to finance the project.

This next phase of design development is essentially getting into detailed architect services related to the design of the facility and site. The design development phase will include reviewing the schematic design for constructability, alternate methods and materials, further estimation, and budget refinement, as well as more detailed work associated with building systems such as structural, mechanical, and electrical systems. Beyond the design phase of the work contemplated in the contract will be development of construction documents, bidding assistance, and then construction phase services.

The amount of the contract for services not already approved for in the schematic design phase is \$575,000. Previously the Council authorized entering into a contract with BKV for the schematic design phase services totaling \$80,000.

This contract will also be reviewed by the City Attorney before signing.

Motion by Nicole Waldron, seconded by Randy Sorensen Adopt Resolution 2022-35, Approving Contract with BKV Group Inc. for Architect Services

MOTION carried

2021 Pay Equity Report

Jackie Schulze stated that all municipalities are required to submit Pay Equity Reports to the Minnesota Department of Employee Relations every three years. This reporting requirement is part of the Local Government Pay Equity Act of 1984. The intent of this legislation is for local governments to provide equal pay for equal work among male and female employees of each individual jurisdiction.

The Pay Equity Report is based upon “points” which are assigned to each specific job classification and the corresponding salary range of each job classification. The points for each job classification are determined based on the duties and responsibilities of each job description compared to similar jobs on the State of Minnesota’s Job Match System.

The salary ranges of each job classification, not the actual salary paid to individuals, are used in the computation of the Pay Equity Report. The salary range information, along with other factors such as job classification points and employee gender, is entered into a computer-generated program provided by the Minnesota Department of Employee Relations for analysis. The report generated from this computer program is a statistical analysis of the predicted pay ranges in each job classification.

This report will be provided to the Minnesota Department of Employee Relations following its approval by the City Council. The Minnesota Department of Employee Relationships evaluates the data and renders a determination of compliance at a later date. Based on the required tests, the City should be found in compliance.

The 2021 report is based off wages paid and employees present in 2021. Though not required, prior to approval of the 2022 budget, City staff ran 2022 numbers in the Pay Equity Software to ensure compliance for this year, as well.

Motion by Randy Sorensen, seconded by Nicole Waldron Adopt Resolution 2022-37, Approving 2021 Pay Equity Report.

MOTION carried

7) ITEMS REMOVED FROM CONSENT AGENDA

8) STAFF REPORTS

9) BOARD REPORTS

Council Member Waldron: Chamber is doing year-end review on January 27th.

Council Member Sorensen: Next school board meeting is January 24th.

10) ANNOUNCEMENTS

Park Board this Thursday, still have an opening

11) ADJOURN REGULAR MEETING

Motion by Nicole Waldron, seconded by Randy Sorensen ADJOURN REGULAR MEETING at 6:21 p.m.

MOTION carried

Work Session: ADA Transition Plan, Island View Marina Concept, Downtown Parking

UPCOMING CALENDAR OF EVENTS/MEETINGS:

Kent Bloudek, Mayor

ATTEST: _____

Ann Meyerhoff, Office Assistant



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 7, 2022					
Item Name:		February 7, 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 February 7, 2022 Expenditures							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Attachments: 1. Council List-Expenditures 02.07.2022.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information: ☐ Budgeted ☐ Non Budgeted ☐ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			

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

Nicole Meyer

Nicole Meyer, Finance Director

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

VENDOR NAME	DESCRIPTION	AMOUNT	FUND / DEPARTMENT
AMERICAN LEGION POST 150	Senior Dining Program 2/2022	\$600.00	Central Facilities
API GARAGE DOOR INC.	Public Services Door Repair	\$370.00	Central Facilities
API GARAGE DOOR INC.	Water Treatment Plant Garage Door Repair	\$235.97	Water Utility Fund
BDG INC.	#35 - Boom Hose Assembly	\$1,850.00	Sewer Utility Fund
BKV GROUP	New Fire Station Study	\$8,729.52	PIR Fund
BLUE CARD HENNEPIN COUNTY FIRE CHIEFS	Blue Card Training - 1FF	\$425.00	Fire
BRADLEY SECURITY LLC.	Badges	\$15.53	Central Facilities
CARVER COUNTY	Fiber Lateral Maint Fees 2022	\$261.76	Technology
CARVER COUNTY	Fines/Prosecution Qtr 4/2021	\$3,183.73	Administration
CARVER COUNTY	Fines/Prosecution Qtr 4/2021	\$4,205.57	Law Enforcement
CARVER COUNTY	GIS Shared Position Quarter 4-2021	\$6,045.48	Technology
CARVER COUNTY	Liquor License Background Check	\$2,000.00	Administration
CARVER COUNTY	Phone/Internet Service 1/2022	\$52.66	Administration
CARVER COUNTY	Phone/Internet Service 1/2022	\$694.63	Central Facilities
CARVER COUNTY	Phone/Internet Service 1/2022	\$246.92	Safari Island Fund
CARVER COUNTY	Phone/Internet Service 1/2022	\$133.48	Water Utility Fund
CARVER COUNTY	Phone/Internet Service 1/2022	\$54.41	Sewer Utility Fund
CARVER COUNTY	Phone/Internet Service 1/2022	\$116.21	Storm Water Fund
CARVER COUNTY	Phone/Internet Service 1/2022	\$207.08	Ice Arena
CRYSTEEL TRUCK EQUIPMENT INC	Springs For Plow #48	\$95.13	Parks
EBERT INC.	Everson Storage Shed Project	\$79,071.84	PIR Fund
EMERGENCY TECHNICAL DECON	Decontaminate Turnout Gear	\$151.00	Fire
FOREST SAFETY INSTRUCTION	SAWW Level 1 Training-LaPlant	\$1,080.00	Parks
GMH ASPHALT CORP	Waconia Parkway South Improvement	\$10,963.39	PIR Fund
GMH ASPHALT CORP	Waconia Parkway South Improvement	\$70,852.97	Storm Water Fund
GOPHER STATE ONE-CALL	2022 Annual Operator Fee	\$50.00	Water Utility Fund
GRACE COMMUNITIES	Refund Overpayment Final UB	\$34.83	Water Utility Fund
HAUGO GEOTECHNICAL SERVICES, LLC	Fire Station - Geotechnical	\$12,530.00	PIR Fund
HAUGO GEOTECHNICAL SERVICES, LLC	Waterford Park Imp.	\$2,700.00	PIR Fund
HAUGO GEOTECHNICAL SERVICES, LLC	Waterford Reuse	\$1,800.00	Storm Water Fund
HAWKINS, INC	Water Treatment Plant Chemicals	\$2,232.25	Water Utility Fund
HENNING EXCAVATING LLC	2.24.21 Water Leak 3 1/2 St.	\$2,950.00	Water Utility Fund
HENNING EXCAVATING LLC	3.2.21 Water Leak on Main St	\$3,000.00	Water Utility Fund
HENNING EXCAVATING LLC	304 Main St. E	\$4,125.00	Water Utility Fund
HENNING EXCAVATING LLC	317 Oak St S	\$2,700.00	Water Utility Fund
HENNING EXCAVATING LLC	7.13.21 4th St	\$2,530.00	Water Utility Fund
HENNING EXCAVATING LLC	8.10.21 Burandt Farm	\$3,200.00	Water Utility Fund
HENNING EXCAVATING LLC	Interlaken Park	\$2,466.00	Parks
HOLTON ELECTRIC CONTRACTORS LLC	Water Treatment Plant Heat Repair	\$235.53	Water Utility Fund
IMAGETREND, INC.	Annual CAD Interface Fee	\$240.00	Fire
ISD #110	SI Shared Use - Energy Project Cost	\$4,608.45	Safari Island Fund
ISD #110	SI Shared Use - Utilities	\$78,244.87	Safari Island Fund
KAEDING ARCHITECTURE, LLC	Everson's Hardware Hank	\$2,105.00	PIR Fund

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

VENDOR NAME	DESCRIPTION	AMOUNT	FUND / DEPARTMENT
LOCAL GOVERNMENT INFORMATION SYSTEMS	2022 System Development Fee	\$13,675.00	Technology
LOCAL GOVERNMENT INFORMATION SYSTEMS	Entrust Token	\$15.00	Technology
LOCAL GOVERNMENT INFORMATION SYSTEMS	JDE Application Support	\$5,354.00	Technology
LOCAL GOVERNMENT INFORMATION SYSTEMS	JDE Application Support	\$5,354.00	Technology
LUBE-TECH & PARTNERS, LLC	Shop Degreaser/Exhaust Fluid	\$1,327.26	Streets
MACQUEEN EMERGENCY GROUP	SCBA Testing 2022	\$1,925.00	Fire
MARCO TECHNOLOGIES, LLC	Azure Subscript. 12.16.-1.15	\$34.42	Technology
MARCO TECHNOLOGIES, LLC	Cisco Insights 1.16.-2.15.22	\$210.00	Technology
MARCO TECHNOLOGIES, LLC	Network Firewall Replacement	\$11,770.78	Capital Equipment Fund
MARCO TECHNOLOGIES, LLC	Renew SSL	\$112.50	Technology
METRO FIRE CHIEF OFFICERS ASSOCIATION	2022 Fire Membership Dues	\$100.00	Fire
MN POLLUTION CONTROL AGENCY	Class SD Exam - Pierson	\$55.00	Sewer Utility Fund
NCPERS	02.2022 Premiums	\$64.00	Personnel Liabilities
NORDIC MECHANICAL SERVICES	Water Treatment Plant HVAC Contract Q3/21	\$850.00	Water Utility Fund
NOVEL SOLAR THREE LLC	Solar Electric 11.2021	\$2,332.20	Central Facilities
NOVEL SOLAR THREE LLC	Solar Electric 11.2021	\$2,294.58	Water Utility Fund
NOVEL SOLAR THREE LLC	Solar Electric 11.2021	\$1,806.59	Sewer Utility Fund
NOVEL SOLAR THREE LLC	Solar Electric 11.2021	\$408.09	Storm Water Fund
NOVEL SOLAR THREE LLC	Solar Electric 11.2021	\$232.42	Street Light Utility Fund
NOVEL SOLAR THREE LLC	Solar Electric 11.2021	\$844.92	Ice Arena
NRG PLUMBING LLC	City Hall Restroom Repair	\$600.00	Central Facilities
NUSS EQUIPMENT GROUP LLC	#36 - Engine Repairs	\$5,140.60	Streets
NUSS EQUIPMENT GROUP LLC	#40 - Repairs	\$442.90	Streets
NUSS EQUIPMENT GROUP LLC	Core Return	-\$130.74	Streets
NUSS EQUIPMENT GROUP LLC	Temperature Gauge	\$33.64	Streets
QUESTICA	Financial Software Project/Upgrades	\$6,986.04	Capital
SHI INTERNATIONAL CORP.	Brother Printer	\$750.00	Technology
SHI INTERNATIONAL CORP.	Brother Printer Return	-\$590.67	Technology
STRAIGHT UP SERVICES, INC.	#131 - Repairs	\$1,950.00	Streets
SUBURBAN UTILITIES SUPERINTENDENT	2022 Membership - Bode	\$125.00	Water Utility Fund
Grand Total		\$381,466.74	

The above bills have been approved for payment at the regular City Council Meeting on February 7, 2022.

Authorized and ordered for payment:

Mayor

City Clerk



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 7, 2022					
Item Name:		Contractor Pay Request #3 - 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. 3 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 \$79,071.84 based on the architect request for payment. This payment represents approximately 51.0% of the total approved contract for the project.							
Attachments:							
1. Payment Application #03.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

20

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:	3	Distribution to:	
				PERIOD TO:	1/31/2022	OWNER	☐
FROM CONTRACTOR:	Ebert Construction 23350 County Road 10 Corcoran, MN 55357	VIA ARCHITECT:	Kaeding Architects LLC	CONTRACT FOR:		ARCHITECT	☐
				CONTRACT DATE:		CONTRACTOR	☐
				PROJECT NOS:	6513 / /	FIELD	☐
						OTHER	☐

CONTRACTOR'S APPLICATION FOR PAYMENT

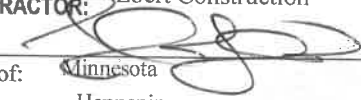
Application is made for payment, as shown below, in connection with the Contract. AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	\$	384,000.00
2. NET CHANGE BY CHANGE ORDERS	\$	19,476.72
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	403,476.72
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	196,846.72
5. RETAINAGE:		
a. % of Completed Work		
(Columns D + E on G703)	\$	9,842.34
b. % of Stored Material		
(Column F on G703)	\$	
Total Retainage (Lines 5a + 5b, or Total in Column I of G703)	\$	9,842.34
6. TOTAL EARNED LESS RETAINAGE	\$	187,004.38
(Line 4 minus Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	107,932.54
(Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE	\$	79,071.84
9. BALANCE TO FINISH, INCLUDING RETAINAGE		
(Line 3 minus Line 6)	\$	216,472.34

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 14,173.52	\$
Total approved this month	\$ 19,476.72	\$
TOTAL	\$ 19,476.72	\$
NET CHANGES by Change Order	\$	

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

CONTRACTOR: Ebert Construction

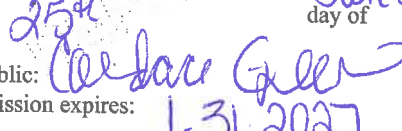
By: 

Date: 1/25/22

State of: Minnesota

County of: Hennepin

Subscribed and sworn to before me this 25th day of Jan 2022

Notary Public: 

My commission expires: 1-31-2027



CANDACE LEE GREEN
NOTARY PUBLIC
MINNESOTA

My Commission Expires Jan. 31, 2027

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

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

ARCHITECT: Kaeding Architects LLC

By: _____

Date: _____

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

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

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REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 7, 2022					
Item Name:		Contractor Pay Request #4 - Waconia Parkway South Improvements					
Originating Department:		Finance					
Presented by:		Nicole Meyer					
Previous Council Action (if any):							
Item Type (X only one):	Consent	☒	X	Regular Session	☐	Discussion Session	☐
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Motion to approve Pay Estimate No. 4 to GMH Asphalt, Inc. for the Waconia Parkway South Improvements.							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Staff has reviewed the contractor pay request for the Waconia Parkway South Improvements and recommends payment of \$81,816.36 based on the engineering request for payment. This payment represents approximately 36.0% of the total approved contract for the project.							
Attachments:							
1. 2022-01-28 WPS Payment #4.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses: PIR Capital, Water and Storm Water Utility Funds							
Budget Information: ☒ Budgeted ☐ Non Budgeted ☐ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			



Real People. Real Solutions.

2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

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

January 28, 2022

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

**RE: Waconia Parkway South Improvements
Pay Request No. 4**

Dear Mrs. Meyer:

Enclosed please find Pay Request No. 4 for work completed from through 12/23/2021 on the above referenced project. The work completed includes payment for watermain, paving, grading, turf restoration, and stored materials.

We have reviewed the estimate, verified the quantities, and recommend the City make payment in the amount of **\$81,816.36** to GMH Asphalt, Corp. Below is a total for the project as well as the estimated percent of work completed for each funding type.

Funding Group	Total Payment	Street	Storm	Watermain	Trail	Sidewalk
WPS-LRIP	\$0.00					
WPS-CITY	\$81,816.36	13.4%		86.6%		
Total:	\$81,816.36					

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

Respectfully Submitted,
Bolton & Menk, Inc.

Jake Saulsbury, P.E.

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

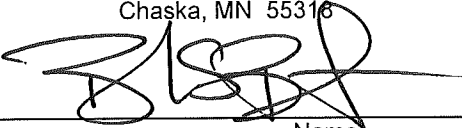
Enclosure

CONTRACTOR'S PAY REQUEST WACONIA PARKWAY SOUTH IMPROVEMENTS		 BOLTON & MENK Real People. Real Solutions.		DISTRIBUTION: CONTRACTOR (1) OWNER (1) ENGINEER (1)
CITY OF WACONIA BMI PROJECT NO. C14.120614				
TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS				\$3,168,706.58
TOTAL, COMPLETED WORK TO DATE				\$1,014,556.55
TOTAL, STORED MATERIALS TO DATE				\$129,984.14
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED				\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS				\$1,144,540.69
RETAINED PERCENTAGE (5.0%)				\$57,227.03
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)				\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE				\$1,087,313.66
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES				\$1,005,497.30
PAY CONTRACTOR AS ESTIMATE NO. 4				\$81,816.36

CERTIFICATE FOR PARTIAL PAYMENT

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

Contractor: GMH Asphalt Corp
9180 Laketown Road
Chaska, MN 55316

By  _____

Name
Title

Date 1-26-22

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:
 ENGINEER: BOLTON & MENK, INC., 2638 SHADOW LANE, STE 200, CHASKA, MN 55318

By  _____, CONSULTING ENGINEER

Date 1/26/2022

APPROVED FOR PAYMENT:
OWNER:

By _____

Name
Title
Date

And _____

Name
Title
Date

Pay Request No.:

WACONIA PARKWAY SOUTH IMPROVEMENTS

CITY OF WACONIA

BMI PROJECT NO. C14.120614

WORK COMPLETED THROUGH THURSDAY, DECEMBER 23, 2021



Real People. Real Solutions.

ITEM NO.	ITEM	UNIT PRICE	ESTIMATED QUANTITY	AS BTD ESTIMATED AMOUNT	PREVIOUS ESTIMATE ESTIMATED QUANTITY	COMPLETED TO DATE ESTIMATED QUANTITY	ESTIMATED AMOUNT
1	MOBILIZATION	\$215,000.00	1.00	LUMP SUM	0.50	LUMP SUM	\$107,500.00
2	CLEARING	\$474.00	5.00	TREE	1.00	TREE	\$474.00
3	GRIEBING	\$105.00	5.00	TREE	1.00	TREE	\$105.00
4	PAVEMENT MARKING REMOVAL	\$2,111.00	190.00	LIN FT	0.00	LIN FT	\$0.00
5	REMOVE LIGHT UNIT	\$421.00	4.00	EACH	3.00	EACH	\$1,263.00
6	REMOVE HYDRANT	\$790.00	7.00	EACH	0.00	EACH	\$0.00
7	REMOVE DRAINAGE STRUCTURE	\$474.00	11.00	EACH	5.00	EACH	\$2,370.00
8	REMOVE SIGN	\$42.00	41.00	EACH	13.00	EACH	\$547.30
9	REMOVE WATERMAIN	\$21.05	269.00	LIN FT	0.00	LIN FT	\$0.00
10	REMOVE PIPE SEWER (STORM)	\$36.85	582.00	LIN FT	420.00	LIN FT	\$15,477.00
11	REMOVE CURB & GUTTER	\$3.50	2,575.00	LIN FT	1,402.00	LIN FT	\$4,907.00
12	SALVAGE RETAINING WALL	\$27.00	155.00	LIN FT	0.00	LIN FT	\$0.00
13	REMOVE BITUMINOUS DRIVEWAY/WALK	\$6.00	1,156.00	SQ YD	56.00	SQ YD	\$336.00
14	REMOVE BITUMINOUS PAVEMENT	\$4.00	13,264.00	SQ YD	8,264.00	SQ YD	\$33,056.00
15	REMOVE CONCRETE DRIVEWAY/WALK	\$2.75	866.00	SQ FT	0.00	SQ FT	\$0.00
16	SALVAGE SIGN AND FIELD STONE	\$1,000.00	1.00	EACH	1.00	EACH	\$1,000.00
17	ABANDON WATER MAIN	\$8.95	2,220.00	LIN FT	0.00	LIN FT	\$0.00
18	COMMON EXCAVATION (EV) (P)	\$29.10	7,571.00	CU YD	3,785.50	CU YD	\$110,158.05
19	SUBGRADE EXCAVATION (EV)	\$24.00	566.00	CU YD	214.00	CU YD	\$5,136.00
20	STABILIZING AGGREGATE (CY)	\$29.90	566.00	CU YD	0.00	CU YD	\$0.00
21	SUBGRADE PREPARATION	\$0.50	14,258.00	SQ YD	7,129.00	SQ YD	\$3,564.50
22	AGGREGATE BASE CLASS 5	\$0.01	12,833.00	TON	5,916.00	TON	\$59.16
23	JOINT AND CRACK FILLER	\$10.55	300.00	POUND	0.00	POUND	\$0.00
24	MILL BITUMINOUS SURFACE (1.0")	\$1.35	12,568.00	SQ YD	4,896.00	SQ YD	\$6,609.60
25	MILL BITUMINOUS SURFACE (2.0")	\$2.60	1,341.00	SQ YD	0.00	SQ YD	\$0.00
26	CONCRETE PAVEMENT 8.0"	\$85.30	250.00	SQ YD	237.50	SQ YD	\$20,258.75
27	DRILL & GROUT REINFORCING BARS (EPOXY COATED)	\$26.30	1,346.00	EACH	408.00	EACH	\$10,730.40
28	TYPE SP 9.5 WEARING COURSE MIX (3.C)	\$81.85	4,753.00	TON	0.00	TON	\$0.00
29	TYPE SP 12.5 NON WEAR COURSE MIX (3.C)	\$80.05	2,305.00	TON	1,806.00	TON	\$144,570.30
30	TYPE SP 9.5 BITUMINOUS MIXTURE (3.C) (LEVELING COURSE)	\$67.35	1,350.00	TON	0.00	TON	\$0.00
31	INSTALL RETAINING WALL	\$30.00	155.00	LIN FT	0.00	LIN FT	\$0.00
32	PREFABRICATED MODULAR BLOCK WALL	\$57.00	480.00	SQ FT	0.00	SQ FT	\$0.00
33	22" SPAN RC PIPE-ARCH CULVERT CLASS V	\$156.00	93.00	LIN FT	92.00	LIN FT	\$14,352.00
34	12" RC PIPE APRON (W/ TRASHGUARD)	\$1,237.00	2.00	EACH	1.00	EACH	\$1,237.00
35	15" RC PIPE APRON (W/ TRASHGUARD)	\$1,343.00	2.00	EACH	2.00	EACH	\$2,686.00
36	18" RC PIPE APRON (W/ TRASHGUARD)	\$3,670.00	1.00	EACH	1.00	EACH	\$3,670.00
37	12" RC PIPE SEWER DESIGN 3006 CLASS V	\$64.90	509.00	LIN FT	402.00	LIN FT	\$26,089.80
38	15" RC PIPE SEWER DESIGN 3006 CLASS V	\$69.55	458.00	LIN FT	335.00	LIN FT	\$23,299.25
39	18" RC PIPE SEWER DESIGN 3006 CLASS V	\$73.55	64.00	LIN FT	205.00	LIN FT	\$15,077.75
40	21" RC PIPE SEWER DESIGN 3006 CLASS V	\$81.45	137.00	LIN FT	125.00	LIN FT	\$10,181.25
41	CONNECT TO EXISTING WATERMAIN	\$2,894.00	9.00	EACH	0.00	EACH	\$0.00
42	CONNECT TO EXISTING WATER SERVICE	\$478.00	2.00	EACH	0.00	EACH	\$0.00
43	INSTALL HYDRANT	\$4,617.00	7.00	EACH	0.00	EACH	\$0.00
44	ADJUST VALVE BOX	\$790.00	4.00	EACH	2.00	EACH	\$1,580.00
45	1" CORPORATION STOP	\$856.00	2.00	EACH	0.00	EACH	\$0.00
46	6" GATE VALVE AND BOX	\$1,891.00	8.00	EACH	0.00	EACH	\$0.00
47	8" GATE VALVE AND BOX	\$2,452.00	4.00	EACH	0.00	EACH	\$0.00
48	10" GATE VALVE AND BOX	\$3,371.00	7.00	EACH	0.00	EACH	\$0.00
49	12" BUTTERFLY VALVE AND BOX	\$2,555.00	2.00	EACH	0.00	EACH	\$0.00
50	1" CURB STOP AND BOX	\$641.00	2.00	EACH	0.00	EACH	\$0.00

Pay Request No.:

WACONTIA PARKWAY SOUTH IMPROVEMENTS

CITY OF WACONTIA

BMT PROJECT NO. C14. 120614

WORK COMPLETED THROUGH THURSDAY, DECEMBER 23, 2021

4



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WORK COMPLETED THROUGH THURSDAY, DECEMBER 23, 2021									
ITEM NO.	ITEM	UNIT PRICE	AS BTD		PREVIOUS ESTIMATE		COMPLETED TO DATE		
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT			
51	HYDRANT EXTENSION (0.5')	\$1,132.00	2.00	EACH	\$2,264.00	0.00	EACH	\$0.00	
52	1" TYPE K COPPER PIPE	\$64.85	70.00	LIN FT	\$4,539.50	0.00	LIN FT	\$0.00	
53	6" WATERMAIN DUCTILE IRON CL 52	\$57.75	238.00	LIN FT	\$13,744.50	0.00	LIN FT	\$0.00	
54	6" PVC WATERMAIN C900 DR18	\$41.35	75.00	LIN FT	\$3,101.25	0.00	LIN FT	\$0.00	
55	8" PVC WATERMAIN C900 DR18	\$50.55	65.00	LIN FT	\$3,285.75	0.00	LIN FT	\$0.00	
56	10" PVC WATERMAIN C900 DR18	\$55.80	1,070.00	LIN FT	\$59,706.00	0.00	LIN FT	\$0.00	
57	12" PVC WATERMAIN C900 DR18	\$77.95	1,360.00	LIN FT	\$106,012.00	0.00	LIN FT	\$0.00	
58	4" POLYSTYRENE INSULATION	\$34.75	25.00	SQ YD	\$868.75	0.00	SQ YD	\$0.00	
59	PIPE FITTINGS	\$12.10	3,031.00	POUND	\$36,675.10	0.00	POUND	\$0.00	
60	CASTING ASSEMBLY (STORM)	\$552.00	18.00	EACH	\$9,936.00	5.00	EACH	\$2,760.00	
61	ADJUST FRAME & RING CASTING (SANITARY)	\$1,200.00	4.00	EACH	\$4,800.00	0.00	EACH	\$0.00	
62	ADJUST FRAME & RING CASTING (STORM)	\$1,200.00	3.00	EACH	\$3,600.00	0.00	EACH	\$0.00	
63	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	\$421.00	3.00	LIN FT	\$1,263.00	0.00	LIN FT	\$0.00	
64	CONSTRUCT DRAINAGE STRUCTURE DES 48-4020	\$459.00	13.30	LIN FT	\$6,104.70	21.30	LIN FT	\$9,776.70	
65	CONSTRUCT DRAINAGE STRUCTURE DESIGN R-1	\$310.00	27.60	LIN FT	\$8,556.00	25.20	LIN FT	\$7,812.00	
66	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4022	\$450.00	30.90	LIN FT	\$13,905.00	11.70	LIN FT	\$5,265.00	
67	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-22	\$614.00	6.50	LIN FT	\$3,991.00	0.00	LIN FT	\$0.00	
68	CONNECT TO EXISTING DRAINAGE STRUCTURE	\$395.00	1.00	EACH	\$395.00	1.00	EACH	\$395.00	
69	CONNECT TO EXISTING STORM SEWER	\$395.00	7.00	EACH	\$2,765.00	0.00	EACH	\$0.00	
70	EXTERNAL CHIMNEY SEAL (STORM)	\$198.00	18.00	EACH	\$3,564.00	7.00	EACH	\$1,386.00	
71	RANDOM RIPRAP CLASS III	\$121.00	24.00	CU YD	\$2,904.00	20.40	CU YD	\$2,468.40	
72	4" CONCRETE WALK	\$9.25	4,628.00	SQ FT	\$42,809.00	3,628.00	SQ FT	\$33,559.00	
73	6" CONCRETE DRIVEWAY/WALK	\$17.15	4,102.00	SQ FT	\$70,349.30	2,083.00	SQ FT	\$35,723.45	
74	3" BITUMINOUS WALK	\$22.50	1,787.00	SQ YD	\$40,207.50	604.00	SQ YD	\$13,590.00	
75	CONCRETE CURB & GUTTER DESIGN B424	\$18.85	3,465.00	LIN FT	\$65,315.25	3,432.00	LIN FT	\$64,693.20	
76	CONCRETE CURB & GUTTER DESIGN B424 (MODIFIED)	\$33.10	18.00	LIN FT	\$595.80	0.00	LIN FT	\$0.00	
77	CONCRETE CURB & GUTTER DESIGN B618	\$18.85	3,210.00	LIN FT	\$60,508.50	642.00	LIN FT	\$12,101.70	
78	CONCRETE CURB & GUTTER DESIGN R424	\$26.30	258.00	LIN FT	\$6,785.40	266.00	LIN FT	\$6,995.80	
79	CONCRETE CURB DESIGN V4	\$26.30	77.00	LIN FT	\$2,025.10	0.00	LIN FT	\$0.00	
80	ADA COMPLIANCE SUPERVISOR	\$2,106.00	1.00	LUMP SUM	\$2,106.00	1.00	LUMP SUM	\$2,106.00	
81	TRUNCATED DOMES	\$52.65	604.00	SQ FT	\$31,800.60	320.00	SQ FT	\$16,848.00	
82	FENCE DESIGN SPECIAL 1	\$132.00	241.00	LIN FT	\$31,812.00	0.00	LIN FT	\$0.00	
83	FENCE DESIGN SPECIAL 2	\$132.00	170.00	LIN FT	\$22,440.00	0.00	LIN FT	\$0.00	
84	TRAFFIC CONTROL	\$26,325.00	1.00	LUMP SUM	\$26,325.00	0.50	LUMP SUM	\$13,162.50	
85	TRAFFIC CONTROL SIGNAL SYSTEM	\$226,391.00	1.00	SYSTEM	\$226,391.00	0.00	SYSTEM	\$0.00	
86	EMERGENCY VEHICLE PREEMPTION SYSTEM	\$6,318.00	1.00	SYSTEM	\$6,318.00	0.00	SYSTEM	\$0.00	
87	STORM DRAIN INLET PROTECTION	\$166.00	48.00	EACH	\$7,968.00	9.00	EACH	\$1,494.00	
88	SILT FENCE, TYPE MS	\$2.00	4,115.00	LIN FT	\$8,230.00	1,264.00	LIN FT	\$2,528.00	
89	SEDIMENT CONTROL LOG TYPE WOOD FIBER	\$3.40	1,420.00	LIN FT	\$4,828.00	10.00	LIN FT	\$34.00	
90	ROCK DITCH CHECK	\$211.00	2.00	EACH	\$422.00	0.00	EACH	\$0.00	
91	STABILIZED CONSTRUCTION EXIT	\$953.00	4.00	EACH	\$3,812.00	0.00	EACH	\$0.00	
92	COMMON TOPSOIL BORROW (LV)	\$40.00	550.00	CU YD	\$22,000.00	745.00	CU YD	\$29,800.00	
93	SUBSOILING	\$0.11	12,000.00	SQ YD	\$1,320.00	0.00	SQ YD	\$0.00	
94	LANDSCAPING ALLOWANCE	\$10,000.00	1.00	LUMP SUM	\$10,000.00	0.00	LUMP SUM	\$0.00	
95	IRRIGATION SYSTEM AND ELECTRIC FENCE REPAIR ALLOWANCE	\$10,000.00	1.00	LUMP SUM	\$10,000.00	0.00	LUMP SUM	\$0.00	
96	INSTALL STGN AND FIELD STONE	\$14,000.00	1.00	EACH	\$14,000.00	0.75	EACH	\$10,500.00	
97	EROSION CONTROL BLANKET CAT 3N/W SEED MIX 25-131	\$1.90	6,014.00	SQ YD	\$11,426.60	4,511.00	SQ YD	\$8,570.90	
98	HYDROMULCH TYPE BONDED FIBER MATRIX, W/ SEED MIX 25-131	\$1.05	6,260.00	SQ YD	\$6,573.00	1,669.00	SQ YD	\$1,752.45	
99	4" SOLID LINE MULTI COMP	\$0.38	25,552.00	LIN FT	\$9,709.76	11,941.00	LIN FT	\$4,537.58	
100	24" SOLID LINE MULTI COMP	\$5.70	3,569.00	LIN FT	\$20,343.30	270.00	LIN FT	\$1,539.00	
101	12" DOTTED LINE MULTI COMP	\$10.55	72.00	LIN FT	\$759.60	60.00	LIN FT	\$633.00	

Pay Request No.:

WACONIA PARKWAY SOUTH IMPROVEMENTS

CITY OF WACONIA

BMT PROJECT NO. C14.120614

WORK COMPLETED THROUGH THURSDAY, DECEMBER 23, 2021



Real People. Real Solutions.

ITEM NO.	ITEM	UNIT PRICE	AS BID		ESTIMATED AMOUNT	PREVIOUS ESTIMATE		COMPLETED TO DATE
			ESTIMATED QUANTITY	UNIT		ESTIMATED QUANTITY	UNIT	
102	CROSSWALK MULTI COMP	\$4.20	1,932.00	SQ FT	\$8,114.40	720.00	SQ FT	\$3,024.00
103	PAVEMENT MESSAGE MULTI COMP	\$18.55	29.00	EACH	\$537.95	0.00	EACH	\$0.00
104	CLEARING	\$253.00	14.00	TREE	\$3,542.00	0.00	TREE	\$0.00
105	GRUBBING	\$78.95	14.00	TREE	\$1,105.30	0.00	TREE	\$0.00
106	REMOVE CURB & GUTTER	\$3.50	209.00	LIN FT	\$731.50	0.00	LIN FT	\$0.00
107	REMOVE CONCRETE DRIVEWAY/WALK	\$2.75	292.00	SQ FT	\$803.00	0.00	SQ FT	\$0.00
108	COMMON EXCAVATION (EV) (P)	\$29.10	370.00	CU YD	\$10,767.00	0.00	CU YD	\$0.00
109	PREFABRICATED MODULAR BLOCK WALL	\$56.00	1,835.00	SQ FT	\$102,760.00	0.00	SQ FT	\$0.00
110	12" HDPE PIPE APRON (W/ TRASHGUARD)	\$316.00	4.00	EACH	\$1,264.00	0.00	EACH	\$0.00
111	12" HDPE DUAL WALL W/ WATERTIGHT JOINTS	\$80.80	78.00	LIN FT	\$6,702.40	0.00	LIN FT	\$0.00
112	RANDOM RIPRAP CLASS III	\$121.00	18.00	CU YD	\$2,178.00	0.00	CU YD	\$0.00
113	4" CONCRETE WALK	\$8.80	15,710.00	SQ FT	\$138,248.00	0.00	SQ FT	\$0.00
114	6" CONCRETE DRIVEWAY/WALK	\$17.20	630.00	SQ FT	\$10,836.00	0.00	SQ FT	\$0.00
115	TRUNCATED DOMES	\$22.65	116.00	SQ FT	\$2,607.60	0.00	SQ FT	\$0.00
116	FENCE DESIGN SPECIAL	\$132.00	285.00	LIN FT	\$37,620.00	0.00	LIN FT	\$0.00
117	ADA COMPLIANCE SUPERVISOR	\$2,106.00	1.00	LUMP SUM	\$2,106.00	0.00	LUMP SUM	\$0.00
118	SEDIMENT CONTROL LOG TYPE WOOD FIBER	\$3.40	880.00	LIN FT	\$2,992.00	0.00	LIN FT	\$0.00
119	EROSION CONTROL BLANKET CAT 3N/W SEED MIX 25-131	\$2.11	1,703.00	SQ YD	\$3,593.33	0.00	SQ YD	\$0.00
120	HYDROMULCH TYPE BONDED FIBER MATRIX, W/ SEED MIX 25-131	\$2.11	455.00	SQ YD	\$960.05	0.00	SQ YD	\$0.00
121	CROSSWALK MULTI COMP	\$4.20	288.00	SQ FT	\$1,209.60	0.00	SQ FT	\$0.00
CO#1	FABRIC REMOVAL & DISPOSAL	\$693.85	1.00	LUMP SUM	\$693.85	1.00	LUMP SUM	\$693.85
CO#2	INSTALL CONDUITS	\$1,443.75	1.00	LUMP SUM	\$1,443.75	1.00	LUMP SUM	\$1,443.75
CO#3	DRAIN TILE	\$570.00	1.00	LUMP SUM	\$570.00	1.00	LUMP SUM	\$570.00
CO#4	COMMON BORROW	\$9.25	2,440.00	CU YD	\$22,570.00	2,440.00	CU YD	\$22,570.00
CO#5	TRAIL GRADING	\$1,282.50	1.00	LUMP SUM	\$1,282.50	1.00	LUMP SUM	\$1,282.50
CO#6-A	TYPE SP 9.5 WEARING COURSE MIX (3.B)	\$78.85	1,333.00	TON	\$105,107.05	1,333.00	TON	\$105,107.05
CO#6-B	TYPE SP 12.5 NON WEAR COURSE MIX (3.B)	\$77.05	124.00	TON	\$9,554.20	124.00	TON	\$9,554.20
CO#6-C	TYPE SP 9.5 BITUMINOUS MIXTURE (3.B) (LEVELING COURSE)	\$64.35	38.00	TON	\$2,445.30	38.00	TON	\$2,445.30
CO#7-A	DOZER RENTAL	\$1,915.00	3.00	DAY	\$5,745.00	0.00	DAY	\$0.00
CO#7-B	DOZER OPERATOR & LABORER	\$317.50	5.00	HR	\$1,587.50	0.00	HR	\$0.00
CO#8	TEMPORARY STREET PATCH	\$4,206.61	1.00	LUMP SUM	\$4,206.61	0.00	LUMP SUM	\$0.00
						0		
TOTAL AMOUNT:					\$3,165,706.58	\$1,003,017.44		
						\$1,014,556.55		

WACONIA PARKWAY SOUTH IMPROVEMENTS

BMI PROJECT NO. C14.120614

PAY REQUEST NO. 4

28



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 7, 2022					
Item Name:		Donation Acceptance - Cash Donations for Adaptive Playground Equipment					
Originating Department:		Finance					
Presented by:		Nicole Meyer					
Previous Council Action (if any):		Motion Designating the City as a Fiscal Host for Donations for Playground Equipment - Approved April 3, 2017					
Item Type (X only one):	Consent	☒	X	Regular Session	☐	Discussion Session	☐
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution 2022-38, Accepting Cash Donation for Adaptive Playground Equipment							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The City of Waconia received additional cash donations for the adaptive playground equipment. The following donations were posted to the City's PIR capital fund. The donations will be recognized as donation revenue designated for this specific project. Hoppers Bar & Grill - \$100.00 Chris & Tanya Remer - \$25.00 - In Memory of Faith Dressel Rosemary Fish - \$100.00 - In Memory of Faith Dressel John & Paula Schuster - \$100.00 - In Memory of Faith Dressel Maxx & Amanda Williams - \$2,115.00 - Purchase Color Splash Panel Mavis Mathistad - \$350.00 - In Memory of Thomas Bearie Faith Lutheran Endowment Fund - \$500.00 To date, the City has received \$274,411.74 towards the purchase of adaptive playground equipment in donations. This includes cash donations made to the City, the City's Go Fund Me site, Special Olympics of Minnesota Polar Plunge, and the 2019 and 2020 Swing for the Kids events. As additional donations are received, staff will have the City Council accept them and acknowledge donations with a receipt.							
Attachments:							
1. 2237res Donations_Received_Donations_for_Playground_02.07.22_Res.doc							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses: PIR Capital Project Fund							
Budget Information:				Planning Commission			
☒ Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2022-37**

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

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

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

<u>Name of Donor</u>	<u>Item</u>	<u>Value</u>
Hoppers Bar & Grill	Cash	\$100.00
Chris & Tanya Remer	Cash	\$25.00
Rosemary Fish	Cash	\$100.00
John & Paula Schuster	Cash	\$100.00
Maxx & Amanda Williams	Cash	\$2,115.00
Mavis Mathistad	Cash	\$350.00
Faith Lutheran Endowment Fund	Cash	\$500.00

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

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

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

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

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

Kent Bloudek, Mayor

ATTEST: _____
Jacqueline Schulze, City Clerk

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



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 7, 2022					
Item Name:		Accepting Donation and Pass Thru Recommendation					
Originating Department:		Finance					
Presented by:		Nicole Meyer					
Previous Council Action (if any):							
Item Type (X only one):		Consent	X	Regular Session		Discussion Session	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution 2022-38, Accepting Donation and Approving Pass Thru Recommendation							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The City received a donation from the Waconia Fire Department Gambling Board totaling \$10,000.00. The gambling board approved this donation as a pass thru for the following purpose: • Donation to the City of Waconia to fund expenditures related to dug out improvements at Brook Peterson Park fields With the Council's acceptance of the donation and recommended purpose for pass thru from the gambling board, City staff will recognize the donation revenue and off-setting expenditures in the PIR Capital Project Fund 2022 budget. Attachments: 1. 2238res Gambling_Donation_Resolution.doc							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses: PIR Capital Project Fund							
Budget Information: _____ Budgeted X _____ Non Budgeted _____ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			

**CITY OF WACONIA
RESOLUTION NO. 2022-38
RESOLUTION ACCEPTING DONATION AND PASS THRU RECOMMENDATION**

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

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

<u>Name of Donor</u>	<u>Item</u>	<u>Value</u>	<u>Department/Fund</u>
Waconia Fire Gambling Board	Check	\$10,000.00	PIR Capital Project Fund

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

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

WHEREAS, the Waconia Fire Department Gambling Board wishes to enhance the donation by passing the funds thru for the following purpose:

- Donation to the City of Waconia to fund expenditures related to dug out improvements at Brook Peterson Park fields

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

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

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

Kent Bloudek, Mayor

ATTEST: _____
Jacqueline Schulze, City Clerk

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



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 7, 2022					
Item Name:		Request for Use of Streets - Children's Grief Connection					
Originating Department:		Administration					
Presented by:		Jackie Schulze					
Previous Council Action (if any):							
Item Type (X only one):	Consent	X	Regular Session		Discussion Session		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt a Motion to Allow Use of Streets for plunge event for Children's Grief Connection							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Children's Grief Connection is planning a plunge type event on March 7, 2022 at Lola's Lakehouse. This event has been held for 13 years in the City of Waconia, and this is the 12th year at Lola's Lakehouse. They are requesting the ability to place a tent on the northeast portion of Oak Street, adjacent to Lola's and Lake Waconia. Below is their drawing of the location. The tent will be set up on Friday, March 6 at 8:00 a.m. and will be removed by 5 p.m. on Saturday, March 7. Staff is recommending approval of the request, with the following conditions: - a temporary structure permit is secured for the tent - notification to the adjacent neighbors will be required Attachments: 1. Attachment Children's Grief Connection.pdf 2. Fringe Layout 2.pdf 3. Fringe_Tent_layout_proposed 2.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			

Jan 18, 2022

Dear City of Waconia Administration,

We are writing for your consideration in the review and approval of street use in support of our fundraiser, the “Fringe”, for Children’s Grief Connection that will take place on Saturday March 5, 2021.

This year will be our 13th year, and 12th year at Lola’s Lakehouse. We are requesting the same public area dedicated access located on the north end of North Oak Street, which includes use of the launch entrance area for the following timeframe:

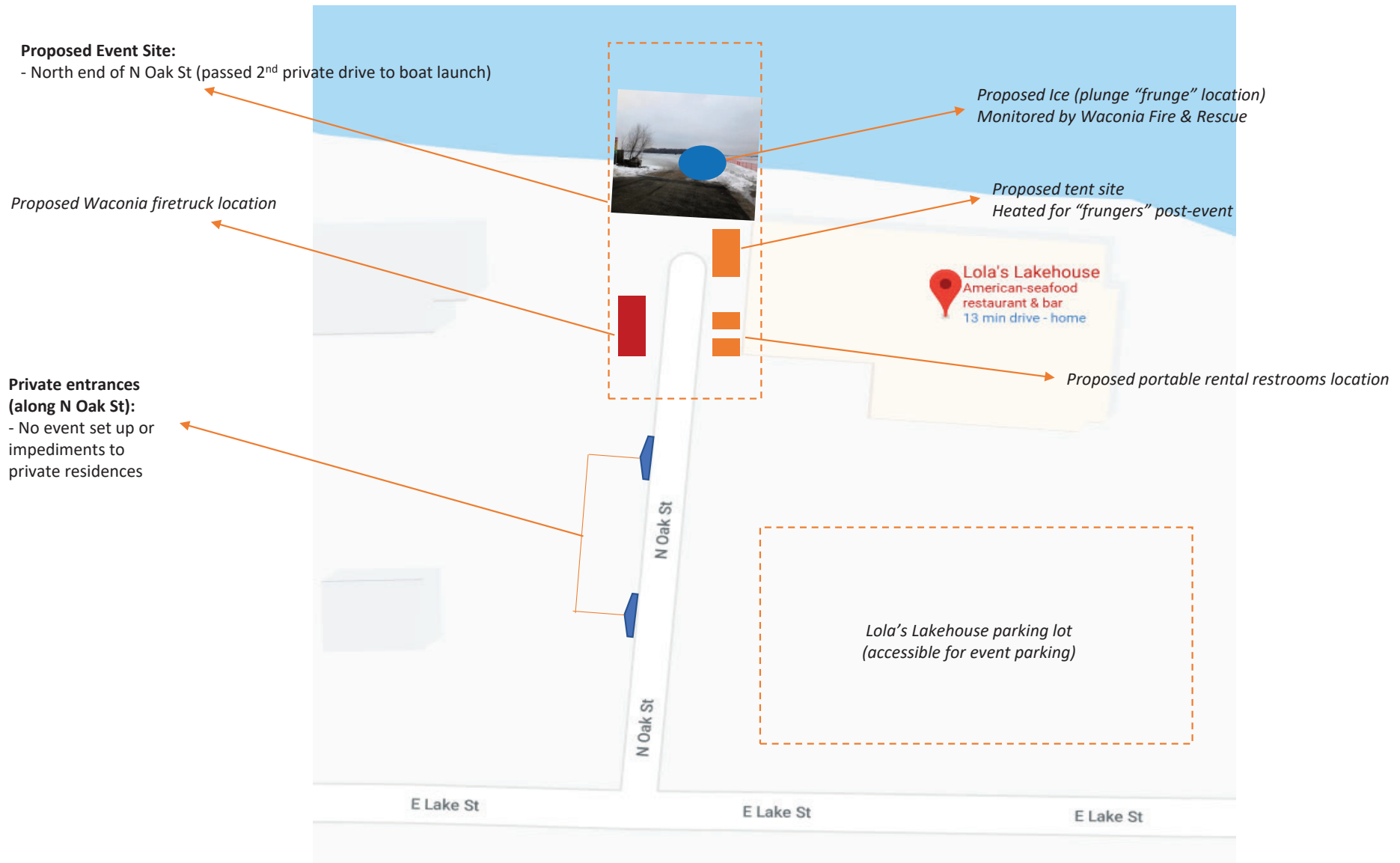
Friday March 4th, 8:00am to Saturday March 7th, 5:00pm

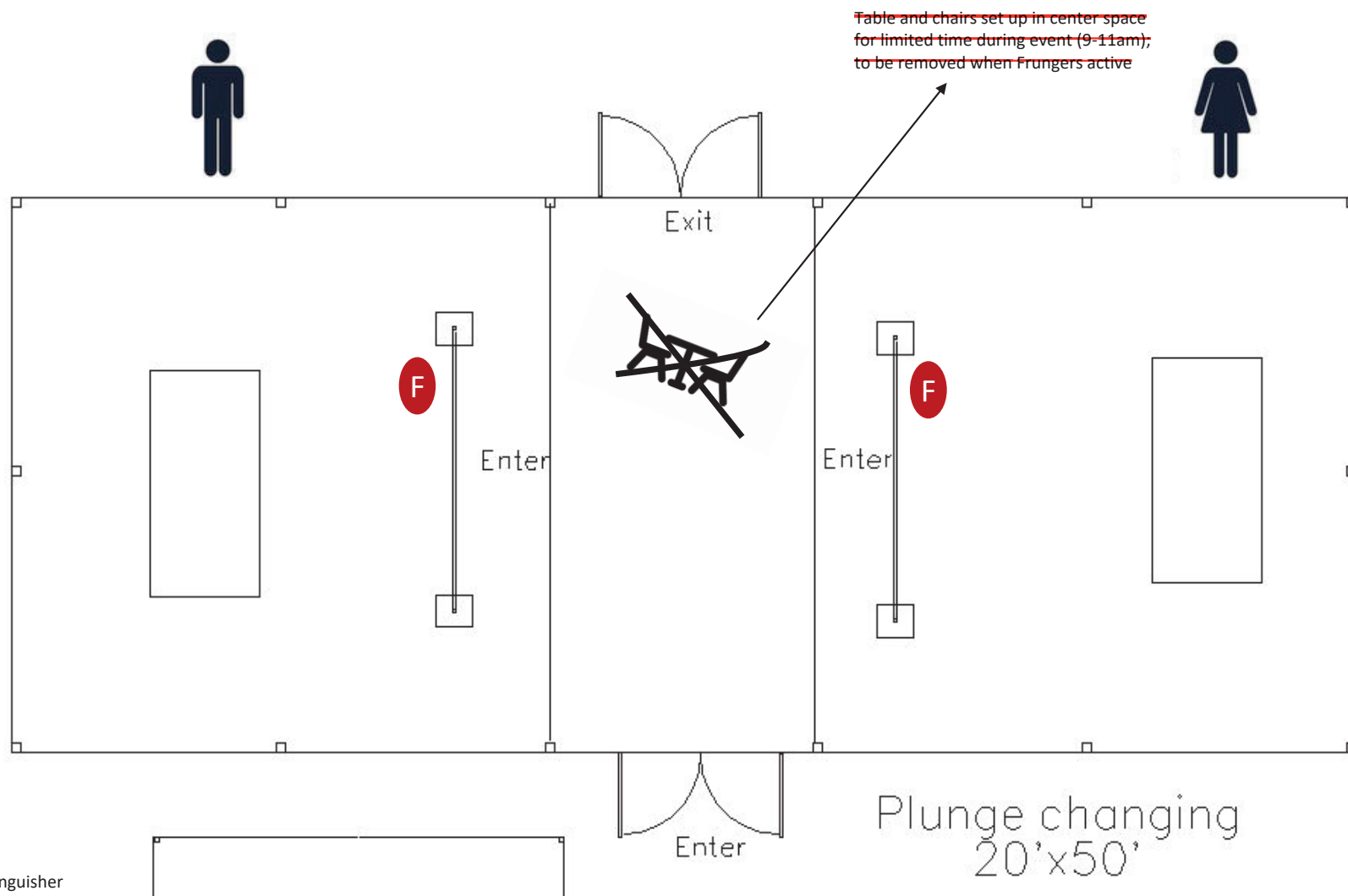
The attachment includes the site layout and requested area. Please note we will be contacting the Waconia Fire and Rescue to request their support services for this event.

We are grateful for the City of Waconia’s support. Please contact me with any further needs or information.

Sincerely,

Melanie Bexell
Operation Systems Manager
651-395-8177







REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 7, 2022			
Item Name:		Use of Parking Lot - Waconia Brewing Company			
Originating Department:		Administration			
Presented by:		Jackie Schulze			
Previous Council Action (if any):					
Item Type (X only one):	Consent	X	Regular Session		Discussion Session
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>					
Motion to Approve Use of Parking Lot-Waconia Brewing Company					
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>					
The City has received a request to use the Parking Lot in front of Waconia Brewing Company on February 12, 2022 to shuttle participants to and from Lake Waconia Regional Park for the Waconia Polar Plunge. The Special Olympics is asking permission to use the parking lot from 10:45 a.m. – 2:30 p.m.					
<u>Attachments:</u>					
1. Waconia City Council - Shuttle Stop Request.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		

Hello Waconia City Council Members,

The Waconia Polar Plunge is coming up on February 12th, 2022. This event was incredibly successful in 2021, and we are looking forward to it again this year. We have booked two buses through Koch Bus Services to shuttle participants to and from the plunge site, Lake Waconia Regional Park.

The committee helping to plan this event has suggested Waconia Brewing Company as our shuttle stop. I am requesting permission to use this parking lot for Polar Plunge participant parking from about 10:45 am – 2:30 pm on Saturday February 12th.

Please let me know if there are any questions I can answer. Thank you for your time!

-Cat Jensen (catherine.jensen@somn.org)



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 7, 2022			
Item Name:		Firefighter Resignation			
Originating Department:		Administration			
Presented by:		Jackie Schulze			
Previous Council Action (if any):					
Item Type (X only one):	Consent	X	Regular Session		Discussion Session
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>					
Adopt Resolution 2022-39, Approving Resignation of Firefighter Robbie Clark.					
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>					
Firefighter Robbie Clark has been on a leave of absence for several months. At the City Council's last meeting, the Council approved Robbie's return-to-work, however after speaking with Robbie this week, he will be unable to return to work immediately due to some personal conflicts. At this time, we felt it best that Robbie resign in good standing with the department, and will become eligible for re-hire once he is able to come back to the department. <u>Attachments:</u> 1. 2239res Firefighter_Resignation_Resolution_final.docx					
FINANCIAL IMPLICATIONS:			ADVISORY BOARD RECOMMENDATIONS:		
Funding Sources & Uses:					
Budget Information:			Planning Commission		
_____ Budgeted			Parks and Recreation Board		
_____ Non Budgeted			Safari Island Advisory Board		
_____ Amendment Required			Other		

**CITY OF WACONIA
RESOLUTION NO. 2022- 39**

**RESOLUTION ACCEPTING RESIGNATION OF
FIREFIGHTER ROBERT CLARK**

WHEREAS, the City has received a resignation letter from Firefighter Robert Clark; and

WHEREAS, the City has received the notice in accordance with its personnel policies to be effective February 1, 2022; and

WHEREAS, Firefighter Clark is resigning in good standing and eligible for rehire in the future; and

NOW, THEREFORE, BE IT RESOLVED, that, the City Council hereby accepts the resignation of Robert Clark.

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

Kent Bloudek, Mayor

Attest: _____
Jackie Schulze, City Clerk

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



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	February 7, 2022
Item Name:	Orchard Park 2nd Addition Final Plat - M/I Homes of Minneapolis/St. Paul, LLC
Originating Department:	Community Development
Presented by:	Lane Braaten

Previous Council Action (if any):

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

Adopt Resolution 2022-40 approving the Orchard Park 2nd Addition Final Plat application submitted by M/I Homes of Minneapolis/St. Paul, LLC, which includes 37 single-family lots.

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

BACKGROUND/REQUEST

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

Owner(s): M/I Homes of Minneapolis/St. Paul, LLC

Property Description: Outlots E and G, Orchard Park 1st Addition

P.I.D. #s: 753340490 and 753340510

Zoning Districts: PUD, Planned Unit Development District

Attached are the application materials pertaining to the Orchard Park 2nd Addition Final Plat as proposed by M/I Homes of Minneapolis/St. Paul, LLC. The proposed final plat is consistent with the Orchard Park Preliminary Plat which was approved by the City Council via Resolution No. 2020-256 on November 16th, 2020. The Orchard Park Preliminary Plat included the development of a total of one hundred and nineteen (19) residential parcels, consisting of sixty (60) single-family lots and fifty-nine (59) villa lots. The Orchard Park 2nd Addition Final Plat submitted proposes to subdivide the second phase of the development, which includes eight (8) single-family parcels and twenty-nine (29) villa lots.

The Orchard Park 2nd Addition Final Plat consists of the following:

1. Eight (8) single-family home lots.
2. Twenty-nine (29) villa lots.
3. The proposed street and lot configuration are consistent with the approved Orchard Park Preliminary Plat considered by the City Council on November 16th, 2020.
4. The preliminary plat approval allowed for 50-foot-wide villa lots and 55-foot-wide single-family home parcels. The final plat, which is the second phase of the Orchard Park project, proposes to plat eight (8) 55 ft. wide single-family home parcels and twenty-nine (29) 50 ft. wide villa parcels. The parcels shall be developed consistent with the setback and impervious surface requirements stated in the preliminary plat approval.
5. The final construction plans and plat are subject to final review and approval by the Public Services Director and City Engineer prior to any work commencing on the subject parcel.

CONCLUSION / RECOMMENDATION

City Staff recommends approval of the Orchard Park 2nd Addition Final Plat subject to the findings and conditions stated in the attached resolution.

Attachments:

1. [2240res_Orchard_Park_2nd_Addn_Final_Plat.doc](#)

2. [Location Map_Orchard Park 2nd Addn.pdf](#)
3. [Orchard Park Preliminary Plat.pdf](#)
4. [Orchard Park 2nd Addition Final Plat.pdf](#)
5. [Orchard Park 2nd Addition Narrative.pdf](#)

FINANCIAL IMPLICATIONS:

Funding Sources & Uses:

Budget Information:

_____ Budgeted

_____ Non Budgeted

_____ Amendment Required

ADVISORY BOARD RECOMMENDATIONS:

Planning Commission

Parks and Recreation Board

Safari Island Advisory Board

Other

**CITY OF WACONIA
RESOLUTION NO. 2022-40**

**RESOLUTION APPROVING ORCHARD PARK 2ND ADDITION FINAL PLAT
BY M/I HOMES OF MINNEAPOLIS/ST. PAUL, LLC**

WHEREAS, M/I Homes of Minneapolis/St. Paul, LLC (the “Applicant”), has submitted a final plat application for the Orchard Park 2nd Addition residential planned unit development consisting of twenty-nine (29) villa lots and eight (8), single-family home lots pursuant to Chapter 1000 of the Waconia Code of Ordinances; and

WHEREAS, the property is described as Outlots E and G, Orchard Park 1st Addition and identified as PID#s 753340490 and 753340510; and

WHEREAS, the Orchard Park 2nd Addition Final Plat is consistent with the Orchard Park Preliminary Plat approved by the City Council on November 16th, 2020, per Resolution No. 2020-256; and

WHEREAS, staff has reviewed the final plat application and recommends approval of the Orchard Park 2nd Addition residential development consisting of twenty-nine (29) villa lots and eight (8) single-family lots subject to the following conditions:

1. Compliance with applicable items contained in Chapter 1000 of the City of Waconia Subdivision Ordinance.
2. Compliance with the conditions of approval for the Orchard Park Preliminary Plat as stated in Resolution No. 2020-256.
3. Compliance with the final plan review of the Public Services Director and City Engineer.
4. Execution and approval of a developers agreement prior to work commencing on site.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Waconia hereby approves the Final Plat for the Orchard Park 2nd Addition residential planned unit development subject to the conditions noted above.

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

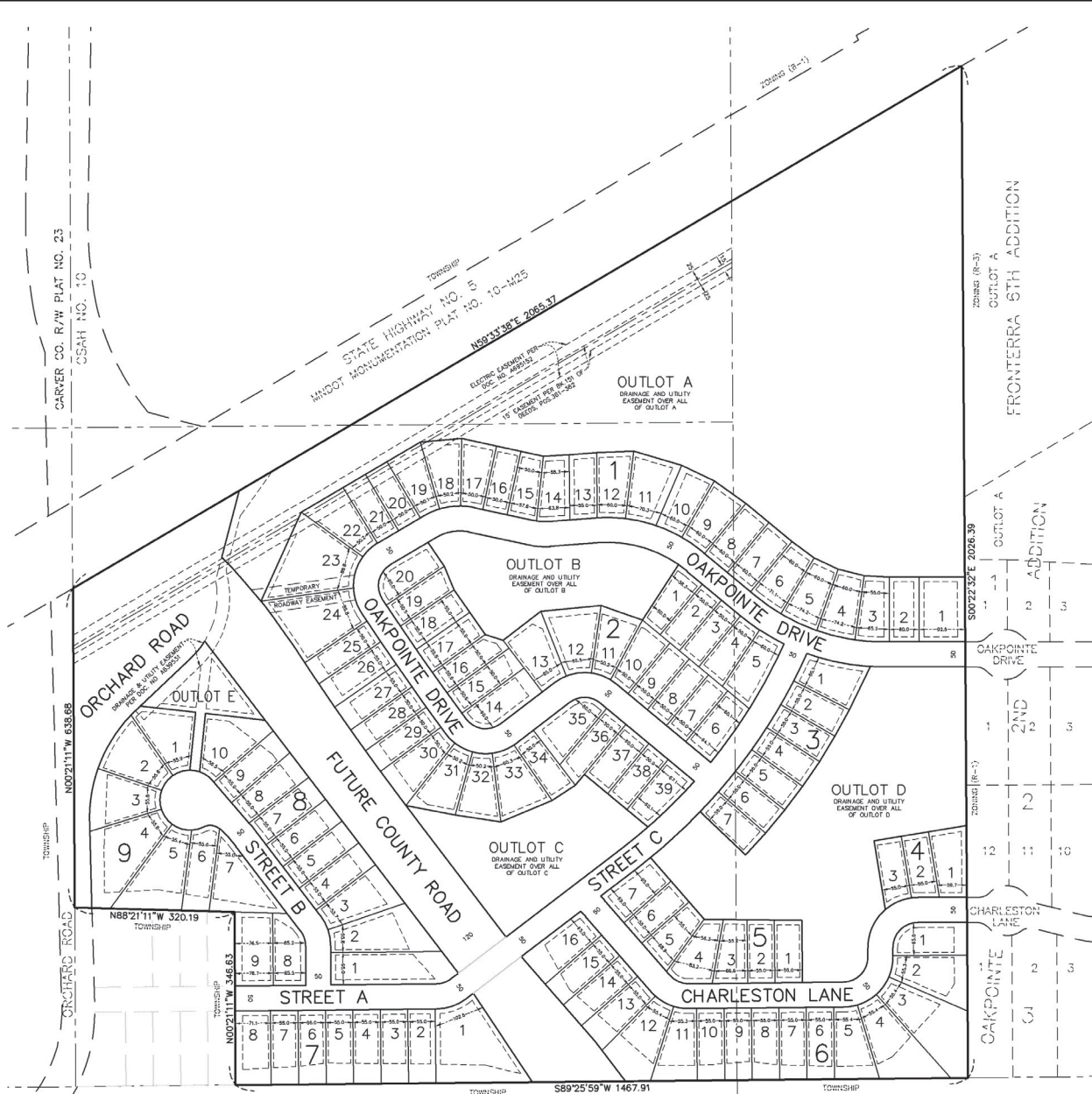
Kent Bloudek, Mayor

Attest: _____
Jackie Schulze, City Clerk

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

LOCATION MAP—ORCHARD PARK 2ND ADDITION





PROPERTY DESCRIPTION

Description from title commitment:

Parcel 1:
That part of the East half of the Northwest Quarter of Section 27, Township 116, Range 25, Carver County, Minnesota, lying South of the Railroad right of way (formerly the Southern right of way) of the Minneapolis and St. Louis Railway Co., EXCEPTING THEREFROM:
1) The South 1/4 of the East half of the Northwest Quarter of the Northwest Quarter of said Section 27, Township 116, Range 25.
2) That part of the Southeast Quarter of the Northwest Quarter of Section 27, Township 116, Range 25, Carver County, Minnesota, described as follows: Beginning at the southeast corner of said Southeast Quarter of the Northwest Quarter of Section 27, thence Northerly along the west line of said Southeast Quarter of the Northwest Quarter, a distance of 155.00 feet, thence Easterly, deflected Right 52 degrees 00 minutes 00 seconds, a distance of 102.18 feet, thence Southerly, deflected Right 88 degrees 00 minutes 00 seconds, a distance of 146.32 feet to the south line of said Southeast Quarter of the Northwest Quarter, thence Southerly, deflected Right 85 degrees 47 minutes 00 seconds along said south line of the Southeast Quarter of the Northwest Quarter, a distance of 820.00 feet to the point of beginning.
Parcel 2:
A strip of land 160 feet in width, the same being 160 feet in width on each side of the centerline of the main track (now removed) of the Minneapolis & St. Louis Railway Company (now the Chicago and North Western Transportation Company), as said main track centerline was originally located over and across the Southeast Quarter of the Northwest Quarter and the Northeast Quarter of the Northwest Quarter of Section 27, Township 116, Range 25, Carver County, Minnesota, EXCEPTING THEREFROM the existing 160 feet of the above described parcel of land, as measured along the centerline of the main track (now removed) of the Minneapolis & St. Louis Railway Company (now the Chicago and North Western Transportation Company), as said main track centerline was originally located over said parcel, the southerly line of said 160 feet being parallel with the east line of the Northwest Quarter of Section 27, Township 116, Range 25.
Parcel 3:
That part of the Northeast Quarter of Section 27, Township 116 North, Range 25 West, Carver County, Minnesota, described as follows:
TRACT I:
Commencing at the north quarter corner of said Section 27, thence southerly along the west line of said Northeast Quarter, a distance of 495.52 feet to the point of beginning of the tract to be described; thence southerly along said west line of the Northeast Quarter, a distance of 1331.28 feet, thence easterly, deflected Left 90 degrees 00 minutes 00 seconds, a distance of 400.00 feet, thence northerly, deflected Left 90 degrees 00 minutes 00 seconds, a distance of 1243.31 feet to the previous southerly right-of-way line of the former Chicago-Northwestern Transportation Company, thence southerly, deflected Right 89 degrees 49 minutes 45 seconds along said south line of the Northeast Quarter, a distance of 695.62 feet to the point of beginning.
TRACT II:
That part of the Northeast Quarter of Section 27, Township 116 North, Range 25 West, Carver County, Minnesota, described as follows:
Commencing at the north quarter corner of said Section 27, thence southerly along the west line of said Northeast Quarter, a distance of 495.52 feet, thence continuing southerly along said west line of the Northeast Quarter, a distance of 1011.28 feet to the point of beginning of the tract to be described; thence easterly, deflected Left 90 degrees 00 minutes 00 seconds, a distance of 400.00 feet, thence northerly, deflected Left 90 degrees 00 minutes 00 seconds, a distance of 1243.31 feet to the previous southerly right-of-way line of the former Chicago-Northwestern Transportation Company, thence southerly, deflected Right 89 degrees 49 minutes 45 seconds along said south line of the Northeast Quarter, a distance of 695.62 feet to the point of beginning of the tract to be described; thence easterly, deflected Right 89 degrees 49 minutes 45 seconds along said south line of the Northeast Quarter, a distance of 1509.20 feet to the south line of said Northeast Quarter, thence easterly, deflected Right 89 degrees 49 minutes 45 seconds along said south line of the Northeast Quarter, a distance of 465.60 feet to the corner of said Section 27, thence southerly, deflected Right 89 degrees 49 minutes 45 seconds, a distance of 154.28 feet to the point of beginning.
TRACT III:
That part of the Northeast Quarter of Section 27, Township 116 North, Range 25 West, Carver County, Minnesota, described as follows:
Commencing at the north quarter corner of said Section 27, thence southerly along the west line of said Northeast Quarter, a distance of 495.52 feet, thence continuing southerly along said west line of the Northeast Quarter, a distance of 1011.28 feet, thence easterly, deflected Left 90 degrees 00 minutes 00 seconds, a distance of 400.00 feet, thence northerly, deflected Left 90 degrees 00 minutes 00 seconds, a distance of 1243.31 feet to the previous southerly right-of-way line of the former Chicago-Northwestern Transportation Company, thence southerly, deflected Right 89 degrees 49 minutes 45 seconds along said south line of the Northeast Quarter, a distance of 695.62 feet to the point of beginning of the tract to be described; thence easterly, deflected Right 89 degrees 49 minutes 45 seconds along said south line of the Northeast Quarter, a distance of 1509.20 feet to the south line of said Northeast Quarter, thence easterly, deflected Right 89 degrees 49 minutes 45 seconds along said south line of the Northeast Quarter, a distance of 465.60 feet to the corner of said Section 27, thence southerly, deflected Right 89 degrees 49 minutes 45 seconds, a distance of 154.28 feet to the point of beginning.
TRACT IV:
The Eastern 3/4 of the following described parcel of land as measured along the centerline of the main track (now removed) of the Minneapolis & St. Louis Railway Company (now the Chicago and North Western Transportation Company), as said main track centerline was originally located over and across the Southeast Quarter of the Northwest Quarter and the Northeast Quarter of the Northwest Quarter of Section 27, Township 116, Range 25:
A strip of land 160 feet in width, the same being 160 feet in width on each side of the centerline of the main track (now removed) of the Minneapolis & St. Louis Railway Company (now the Chicago and North Western Transportation Company), as said main track centerline was originally located over and across the Southeast Quarter of the Northwest Quarter and the Northeast Quarter of the Northwest Quarter of Section 27, Township 116, Range 25.

EXISTING CONDITIONS	
EXISTING ZONING	
(ANNEX INTO CITY AS LOW / MED DENSITY RESIDENTIAL)	
PROPOSED ZONING	
PUD - PLANNED UNIT DEVELOPMENT	
LOTS (DWELLING UNITS-D.U.)	
VILLA (BLOCKS 1-2)-PUD (MEDIUM DENSITY RESIDENTIAL)	118 (59 LOTS)
SINGLE FAMILY (BLOCKS 3-9)-PUD (LOW DENSITY RESIDENTIAL)	860 (180 LOTS)
OVERALL GROSS DENSITY	
OVERALL NET DENSITY (VILLA AND SINGLE FAMILY)	2.0 U/LU/ACRE
NET - DWELLING UNITS (LOTS) - SUBTOTAL (PUD - BLOCKS 1-2) (OVERALL ROAD)	3.0 U/LU/ACRE
PARK AREA	
OUTLOT D (PARK) - N/1 WETLANDS AND POONDING	(2.85 ACRES)
OUTLOT E (PARK)	(0.46 ACRES)
VILLA LOTS (BLOCKS 1-2)-PUD (MEDIUM DENSITY RESIDENTIAL)	
NO. OF LOTS	59 LOTS
SMALLEST LOT SIZE	6,500 S.F.
LARGEST LOT SIZE	19,828 S.F.
AVERAGE LOT SIZE	8,433 S.F.
MAXIMUM IMPERVIOUS SURFACE	
MINIMUM LOT WIDTH AT SETBACK	55 FEET
MINIMUM LOT DEPTH	127 FEET
PAD DEPTH	72 FEET
MINIMUM SETBACKS - VILLA	
FRONT	25 FEET
SIDE (GARAGE)	5 FEET
SIDE (HOUSE)	5 FEET
SIDE (STREET)	15 FEET
REAR	30 FEET
WETLAND	50 FEET
FUTURE COUNTY ROAD	50 FEET
SINGLE FAMILY LOTS (BLOCKS 3-9)-PUD (LOW DENSITY RESIDENTIAL)	
NO. OF LOTS	60 LOTS
SMALLEST LOT SIZE	6,907 S.F.
LARGEST LOT SIZE	22,606 S.F.
AVERAGE LOT SIZE	9,840 S.F.
MAXIMUM IMPERVIOUS SURFACE	
MINIMUM LOT WIDTH AT SETBACK	55 FEET
MINIMUM LOT DEPTH	125 FEET
PAD DEPTH	60 FEET
MINIMUM SETBACKS - SINGLE FAMILY	
FRONT	25 FEET
SIDE (GARAGE)	5 FEET
SIDE (HOUSE)	10 FEET
SIDE (STREET)	15 FEET
REAR	30 FEET
WETLAND	50 FEET
FUTURE COUNTY ROAD	50 FEET



James R. Hill, Inc.
PLANNERS / ENGINEERS / SURVEYORS
2690 W. Cty. Rd. 42, Ste. 100, Burnsville, MN 55306
PHONE: (626)900-6044 FAX: (626)900-6514

ORCHARD PARK
WACONA, MINNESOTA
PRELIMINARY PLAN
FOR
GREENKEY REAL ESTATE GROUP, LLC
P.O. BOX 302, DULUTH, MN 55831

DRAWN BY
PLM
DATE
10/1/20
REVISIONS
10/27/20 CITY COMMENTS
CAD FILE
23697PP
PROJECT NO.
23697
2.00

ORCHARD PARK 2ND ADDITION

PLAT FILE NO.
C.R. DOC. NO.

KNOW ALL PERSONS BY THESE PRESENTS: That M/I Homes of Minneapolis/St. Paul LLC, a Delaware limited liability company, owner of the following described property:

Outlet E and Outlet G, ORCHARD PARK 1ST ADDITION, Carver County, Minnesota.

Has caused the same to be surveyed and platted as ORCHARD PARK 2ND ADDITION and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as created on this plat.

In witness whereof said M/I Homes of Minneapolis/St. Paul LLC, a Delaware limited liability company, has caused these presents to be signed by its proper officer this ____ day of _____, 20__.

M/I Homes of Minneapolis/St. Paul LLC

By: Gary M. White, Area President

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on ____ day of _____, 20__, by Gary M. White, the Area President of M/I Homes of Minneapolis/St. Paul LLC, a Delaware limited liability company, on behalf of this company.

Notary Public, _____ County, _____ Printed Name _____
My commission expires _____

I, Marcus F. Hampton do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Surveyor in the State of Minnesota; that this plat is a correct representation of the data furnished to me; that all measurements and bearings shown on this plat were taken by me or under my direct supervision; that this plat complies with the provisions of the Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this ____ day of _____, 20__

Marcus F. Hampton, Licensed Land Surveyor, Minnesota License No. 47481.

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 20__, by Marcus F. Hampton.

Notary Public, _____ County, _____ Printed Name _____
My commission expires January 31, ____

CITY COUNCIL, CITY OF WACONIA, MINNESOTA

This plat of ORCHARD PARK 2ND ADDITION was approved by the City Council of the City of Waconia, Minnesota at a regular meeting held this ____ day of _____, 20__, and said plat is in compliance with the provisions of Minnesota Statutes, Section 265.03, Subd. 2.

By: _____ Mayor

By: _____ Clerk

COUNTY SURVEYOR, CARVER COUNTY, MINNESOTA

Pursuant to Chapter 395, Minnesota Laws of 1971, this plat has been approved this ____ day of _____, 20__, by _____

Brian Prinke, County Surveyor

By: _____

COUNTY AUDITOR, CARVER COUNTY, MINNESOTA

I hereby certify taxes payable in _____ and prior years have been paid for land described on this plat. Dated this ____ day of _____, 20__, at _____ M. at _____ o'clock _____

Cystal Campos, County Auditor

By: _____

COUNTY RECORDER, CARVER COUNTY, MINNESOTA

I hereby certify that this plat of ORCHARD PARK 2ND ADDITION was filed this ____ day of _____, 20__, at _____ M. at _____ o'clock _____

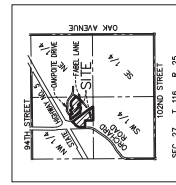
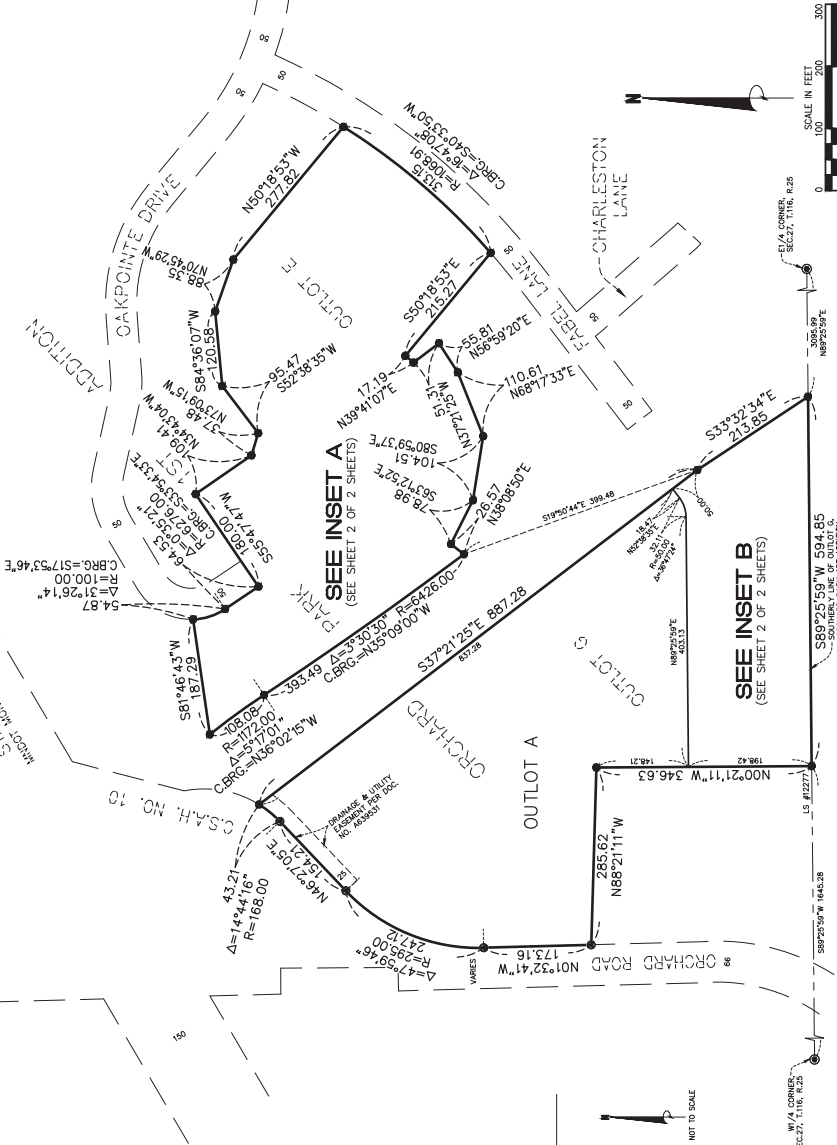
Karen Lewis, County Recorder

By: _____

125

CARVER CO. R/W PLAT NO. 23
CSAH NO. 10

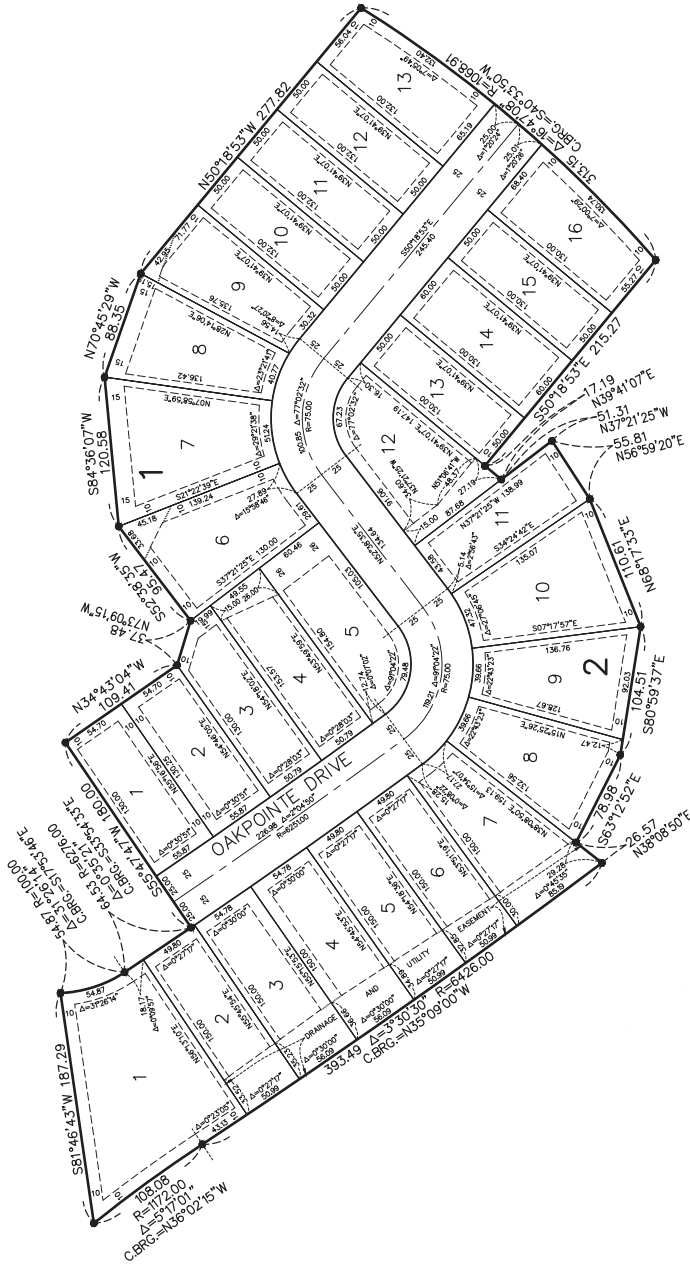
STATE HIGHWAY NO. 5
MOTOR HIGHWAY PLAT NO. 10-405



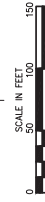
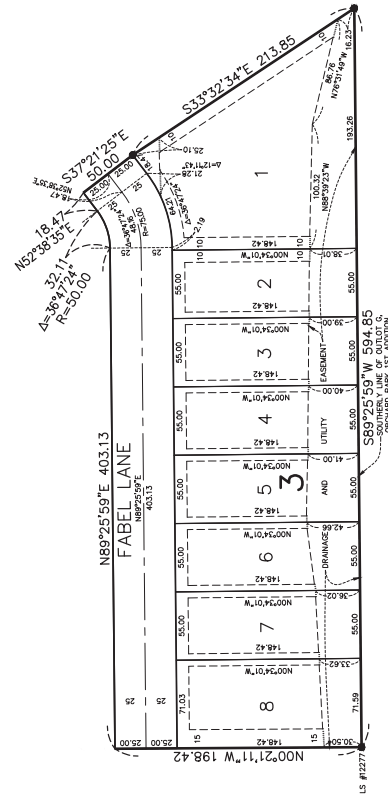
JAMES R. HILL, INC.
SHEET 1 OF 2 SHEETS

ORCHARD PARK 2ND ADDITION

INSET A



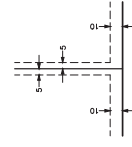
INSET B



BEARINGS ARE BASED ON THE SOUTH LINE OF OUTLOT G, ORCHARD PARK 1ST ADDITION WHICH HAS A COUNTY BEARING OF S 89°25'59\"/>

NOTE: NO MONUMENT SYMBOL SHOWN AT ANY STATUTE REQUIRED LOCATION INDICATES A PLAT MONUMENT THAT WILL BE REQUIRED TO BE SET BY THE SURVEYOR. IF THIS PLAT, SAID MONUMENTS SHALL BE 1/2 INCH x 1/4 INCH IRON PIPES MARKED BY R.L.S. NO. 47481.

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



DRAINAGE AND UTILITY EASEMENTS BEING 5 FEET IN WIDTH, UNLESS OTHERWISE INDICATED. ADDITIONAL EASEMENTS, IF ANY, SHALL BE SHOWN AS SHOWN ON THE PLAT.

ORCHARD PARK 2ND ADDITION FINAL PLAT

ORCHARD PARK

2nd Addition Final Plat

ORCHARD PARK 2ND ADDITION FINAL PLAT

INTRODUCTION

M/I Homes of Minneapolis/St. Paul, LLC is requesting final plat approval for Orchard Park 2nd Addition. The City approved the preliminary plat and Planned Unit Development on November 6, 2020 and includes 119 lots with a mix of 60 single-family lots and 59 villa lots. The 1st Addition final plat application was approved on February 16, 2021.

The 2nd Addition consists of 37 total lots with a mix of eight (8) Smart Series single-family homes and 29 villa lots. Examples of elevations of these housing types are shown attached to this narrative.

Villa Homes are single family homes with association maintenance of yard areas and snow removal. These homes meet the increasing demand for one-level living with association maintenance. The association maintenance of lawn areas and snow removal provides the homeowner with the freedom to travel, own a winter or summer home, or more time for recreation.

- Single Family lot size: 55 feet
- Villas lot size: 50 feet and 60 feet

The mix of housing types and varied lot sizes provides for diversity and interest in the community. Homebuyers will have the ability to select from a wide range of floor plans, exterior materials, architectural features, and landscape designs. Careful attention is paid to ensuring the use of varied elevations and materials to avoid any monotony of architecture from the street.

APPROVED STANDARDS

Below are the approved Planned Unit Development (PUD) standards. The 2nd Addition will adhere to these.

	Low Density Residential (Single Family)	Medium Density Residential (Villa)	Permitted Under PUD District
Minimum Lot Area	6,000 sq. ft. (for flexibility – the smallest lot shown is 6,907 SF)	6,000 sq. ft. (for flexibility – the smaller lot shown is 6,500 SF)	No Minimum
Minimum Lot Width at setback	55 feet	50 feet	No Minimum
Minimum Lot Depth	125 feet	127 feet	No Minimum
Minimum Setbacks Principal Structure			
Front	25 feet	25 feet	No Minimum
Side (Garage)	5 feet	5 feet	No Minimum
Side (House)	10 feet	5 feet	No Minimum
Side (Street)	15 feet	15 feet	No Minimum
Rear	30 feet	30 feet	No Minimum
Wetland	50 feet	50 feet	No Minimum
Future County Road	50 feet	50 feet	No Minimum
Maximum Building Height	45 feet	45 feet	45 feet
Maximum Impervious Surface	45%**	55%**	50% in Low Density 60% in Med. Density

** As approved per Orchard Park Preliminary Plat and PUD Approval

STREETS

The 2nd Addition extends Oakpointe Drive to intersect with Fabel Lane.

RESTRICTIVE COVENANTS

Orchard Park Homeowners Association (“HOA”) will provide for the maintenance of the overall common elements to the community, including landscaping and irrigation of the common areas, snow removal from sidewalks and trash in the community. The Villas homeowners will pay additional fees under the HOA that provide for a higher level of maintenance, including lawncare in the summer and snow removal in the winter of the Villa Homeowner’s lots. The HOA will also provide for restrictions on outdoor storage, parking (no boats, campers, or trailers) in order to keep the community looking orderly and well maintained.

EXAMPLE ELEVATIONS – VILLA HOMES



EXAMPLE ELEVATIONS – SMART SERIES





REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	February 7, 2022
Item Name:	Approval of 2022 Infrastructure Improvement Plans and Specifications & Authorize Advertisement for Bid
Originating Department:	Public Services
Presented by:	Craig Eldred

Previous Council Action (if any):

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

Adopt Resolution 2022-41; Approving 2022 Infrastructure Improvement Plans and Specifications & Authorize Advertisement for Bid

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

Council Members are aware of the December 6th, 2021 approval ordering improvements and preparation of plans and specifications for the 2022 Improvement Project. Once again the improvement areas are listed below

Street and Utility Reconstruction & Sidewalk:

- Third Street West, Walnut Street to Olive Street
- Maple Street South, Second Street to Fourth Street
- Willow Place from Third Street to 200' to the South

Street Overlay, Trail Reconstruction, Storm Sewer:

- Oak Avenue, Trunk Highway Five to South Termination Point
- Dunsmore Drive, North intersection of Woodlawn Circle to South intersection of Woodlawn Circle

Attached with this request of action is a memorandum from Jake Saulsbury, City Engineer regarding the areas mentioned and the intent of a bid opening on March 15, 2022 and the date of March 21, 2022 where the City Council would consider awarding the project.

Remaining Schedule:

Feb. 7	Authorize Advertisement
Feb. 9	Open House, Invitations were mailed Jan. 27
Feb. 10	Discuss Open House follow-up items-General Engineering Meeting
Feb. 14	Add for Bids Due
Feb. 17 - Mar. 3	Advertise Waconia Patriot
Feb. 21 - Mar. 15	Advertise On-line
Feb. 23	Final Plans/Specifications Due On-line
Mar. 15	Bid Opening
Mar. 21	Award at City Council Meeting

Staff recommend approval of this request of action.

Attachments:

1. [2241res__Authorizing_Ad_for_Bids.docx](#)
2. [2022-01-27 2022 Project Auth Memo.pdf](#)

FINANCIAL IMPLICATIONS:

Funding Sources & Uses:

ADVISORY BOARD RECOMMENDATIONS:

PIR, Water, Sewer, Storm		
Budget Information: ☒ Budgeted ☐ Non Budgeted ☐ Amendment Required	Planning Commission	
	Parks and Recreation Board	
	Safari Island Advisory Board	
	Other	

**CITY OF WACONIA
RESOLUTION NO. 2022-41**

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS
& ORDERING ADVERTISEMENT FOR BIDS**

WHEREAS, Pursuant to a resolution passed by the City Council on December 6, 2021, the City Engineer has prepared plans and specifications for the 2022 Infrastructure Improvement Project; and

WHEREAS, The project includes street, sidewalk, utility, and drainage improvements to the following:

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

NOW, THEREFORE, BE IT RESOLVED, that the City approves such plans and specifications, a copy of which is available at the Public Services office; and

BE IT FURTHER RESOLVED, that the City shall prepare and cause to be inserted in the official newspaper and in a trade publication an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall specify the work to be done and shall state that bids will be received online until 9:00 am on Tuesday, March 15th, at which time they will be publicly opened and read.

The bids will then be tabulated and are planned to be considered by the City Council at 6:00 p.m. on Monday, March 21st, in the council chambers of City Hall. Any bidder whose responsibility is questioned during consideration of the bid will be given an opportunity to address the Council on the issue of responsibility. No bids will be considered unless sealed and filed with the City Clerk and accompanied by a cash deposit, cashier's check, bid bond, or certified check payable to the City of Waconia for 5% percent of the amount of such bid.

Adopted this 7th day of February, 2022.

Kent Bloudek, Mayor

ATTEST: _____
Jackie Schulze, City Clerk

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



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& MENK**

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Chaska, MN 55318-1172

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

MEMORANDUM

Date: January 27, 2022
To: Craig Eldred, Public Services Director
From: Jake Saulsbury, Bolton & Menk
Subject: 2022 Infrastructure Improvement Project

Honorable Mayor and City Council Members:

The purpose of this memo is to request approval of the plans and specifications and to receive authorization to advertise for bids for the above referenced project.

The project contains the following components:

- Street reconstruction, sidewalk construction/reconstruction, sanitary sewer, watermain and storm sewer replacements on Third Street from Walnut Street to Olive Street, on Maple Street from Second Street to Fourth Street, and on the northerly 200 feet of Willow Place.
- Mill & overlay, trail reconstruction, and retaining wall reconstruction of Oak Avenue from Highway 5 to South Windmill Creek.
- Street reclamation and storm sewer improvements on Dunsmore Drive.

If authorized to proceed, the project schedule has the bid opening on March 15, 2022. The City Council could then consider awarding the project at the March 21, 2022, City Council meeting.

Please let me know if you have any questions or require any additional information.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 7, 2022					
Item Name:		Execution of Carver County SHIP Grant					
Originating Department:		Administration					
Presented by:		Jackie Schulze					
Previous Council Action (if any):							
Item Type (X only one):	Consent	☒ X	Regular Session	☐	Discussion Session	☐	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Approve Resolution 2022-42, Authorizing Carver County SHIP Grant Agreement							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
In mid-January, Carver County reached out to Administration staff and encouraged us to apply for SHIP workplace wellness funding. After talking through options, we felt applying for funding for a multi-use wellness room would be an effective use of these dollars and something that many City employees could utilize. The City currently has a storage room that is finished, but sits empty across from the audio/video room near the Council Chambers. We were granted \$2,250 to convert this room into a nursing/wellness room for employees, that they can use by scheduling time on the outlook calendar. This includes purchasing a mini fridge, small sofa/loveseat, comfortable chair/ottoman, some storage space, and a yoga mat for meditation. The full grant application is attached, as well as the agreement. We plan to get started on this project following approval. <u>Attachments:</u> 1. 2242res SHIP_Grant_Agreement_Resolution.docx 2. Grant Agreement - W - City of Waconia - Multi-Use Wellness Room.pdf 3. Project Proposal - Workplace Strategy.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information: _____ Budgeted _____ Non Budgeted _____ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			

**CITY OF WACONIA
RESOLUTION NO. 2022-42**

RESOLUTION AUTHORIZING CARVER COUNTY SHIP GRANT AGREEMENT

WHEREAS, the City was approached by Carver County to apply for workplace wellness grant funds; and

WHEREAS, the City has been granted \$2,250 to create a multi-use wellness space for employees; and

WHEREAS, the City plans to get started on this space upon approval of the grant agreement; and

NOW, THEREFORE, BE IT RESOLVED, that, the City Council hereby approves the Carver County SHIP Grant Agreement.

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

Kent Bloudek, Mayor

Attest: _____
Jackie Schulze, City Clerk

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

COUNTY OF CARVER
City of Waconia
SHIP GRANT AGREEMENT

This Statewide Health Improvement Partnership (SHIP) Grant Agreement is entered into by and between the County of Carver, 600 East 4th Street, Chaska, Minnesota 55318, through Carver County Public Health, (hereafter “CCPH”) and City of Waconia, 201 South Vine Street, Waconia, MN 55387 (hereafter “Grantee”).

CCPH has been awarded Minnesota Department of Health (MDH) SHIP funding to support activities that prevent risk factors that lead to chronic disease. This is accomplished by building the capacity of communities to increase access to healthy foods and active living, and to reduce tobacco exposure.

Criteria

Funding and SHIP resources will be provided to support sustainable policy, and systems and environmental (PSE) change. The Grantee will demonstrate a clear and significant link between SHIP resources and PSE change. The Grantee must select activities within the established settings of community, workplace, schools, and health care; this can also include child care settings and senior living facilities. Additionally, within each setting the Grantee must select preapproved activities.

Recitals

1. Under Minnesota Statute §145.986, CCPH is empowered to enter into this grant.
2. CCPH is in need of duties to carry out the provisions of Minnesota Statute § 145.986
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of CCPH.

Grant Agreement

1. Term of Grant Agreement

- a. **Effective date:** (February 7, 2022). Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred back to the effective date. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement and approved Project Proposal.
- b. **Expiration date:** (October 31, 2022). All expenditures must occur prior to the expiration date.
- c. **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant agreement: 8. Liability; 9. Duration; 10. Audits; 11. Government Data Practices and Intellectual property; 12. Workers Compensation; 13. Publicity and Endorsement; 14. Governing Law, Jurisdiction, and Venue; and 19. Data Disclosure.

2. Grantee’s Responsibilities

- a. Submit a project proposal that clearly identifies how SHIP resources will support PSE change as detailed in Appendix A: Project Proposal.
- b. Inform SHIP staff of essential meetings and allow SHIP staff to assist as needed
- c. Provide updates on project status, such as but not limited to timelines, budget spent, and activities as requested within 5-10 business days

- d. Only purchase items/conduct the activities agreed upon in the Project Proposal or with written approval from CCPH
- e. Allow CCPH to use any product created
- f. Promote and acknowledge CCPH and SHIP support on all materials/communication using provided SHIP branding
- g. Conduct evaluation activities and provide any data that was collected
- h. Submit invoices from the Grantee institution within 30 days of purchase
 - i. Invoices must include information on:
 - 1. Bill to
 - 2. Remit to
 - 3. Detailed description of goods received/services provided including the vendor(s) and the item(s)
 - 4. Copies of the invoices for vendor(s)
 - 5. Original signed itemized receipts.
- i. Provide a final report within 30 days of the completion of the project with all required information as detailed in Appendix B: Final Report.

3. CCPH's Responsibilities

- a. Support the Grantee through the agreement and project proposal process including providing information on preapproved activities and allowable and unallowable expenses
- b. Provide technical assistance to help conform projects to MDH and SHIP Grant requirements
- c. Provide feedback on the project proposal within 5-10 business days
- d. Attend essential Grantee meetings, such as quarterly advisory or committee meetings
- e. Follow the MDH guidelines established in the SHIP strategy guides, including the financial guide
- f. Provide electronic and print CCPH and MDH SHIP materials to support awareness, promotion, and other communications related to the project
- g. Approve expenses within 5-10 business days
- h. Reimburse mutually agreed upon project proposal expenditures and accompanying invoices within 45 days of receipt not to exceed \$2,250.00.
- i. Complete all necessary paperwork that is due for MDH

4. Reporting Requirements

The Grantee must satisfactorily submit all activity and financial reports by the date(s) requested by CCPH as described in the Recitals, unless CCPH grants an extension in writing.

5. Time

The Grantee must comply with all the time requirements described in this grant agreement.

6. Consideration and Payment

- a. **Consideration.** CCPH will pay for all services performed by the Grantee under this grant agreement as follows:
 - i. **Compensation.** The Grantee will be paid for all activities as described in the Project Proposal performed by the Grantee during the term of the Grant up to the amount agreed upon in the Project Proposal.

- ii. **Total Obligation.** The total obligation of CCPH for all compensation and reimbursements to the Grantee under this grant agreement will not exceed the amount agreed upon in the Project Proposal. CCPH reserves the right not to honor invoices or receipts that include unallowable expenses or are submitted late.

b. **Payment**

- i. **Invoices.** CCPH will promptly pay the Grantee after the Grantee's presentation of invoices or receipts for services performed, equipment, trainings, mileage, food expenses or other items agreed upon in the Project Proposal by CCPH's authorized agent pursuant to Clause 7. Invoices shall be submitted in a form prescribed by CCPH within the dates previously noted in "Term of Grant Agreement" in this contract. Submitted receipts must be detailed, signed, and dated; the receipt must have the items purchased in addition to the total, not just the total.

7. **Conditions of Payment**

All services provided by the Grantee under this grant agreement must be performed to CCPH's satisfaction, as determined at the sole discretion of CCPH's Authorized Representative and in accordance with all applicable federal, county, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by CCPH to be unsatisfactory or performed in violation of federal, county, or local law.

8. **Authorized Representative**

CCPH's Authorized Representative is Richard Scott, 600 East 4th Street, Chaska, MN 55318, (952) 361-1500, or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant agreement. If the services are satisfactory, CCPH's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Jackie Schulze, City of Waconia, 201 South Vine Street, Waconia, MN 55387. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify CCPH.

9. **Assignment, Amendments, Waiver, and Grant Agreement Complete**

- a. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this grant agreement without the prior consent of CCPH and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this grant agreement, or their successors in office.
- b. **Amendments.** Any amendment to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.
- c. **Waiver.** If CCPH fails to enforce any provision of this grant agreement, that failure does not waive the provision or its right to enforce it.
- d. **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between CCPH and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

10. Liability

The Grantee shall indemnify, hold harmless and defend CCPH, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which CCPH, its officers or employees may hereafter sustain, incur or be required to pay, for injury or damages that occur as a result of the use equipment, materials, or any other services purchased with SHIP funding or harms stemming arising out of any defects in the product or by reason of any act or omission of Grantee, its agents, servants or employees, in the execution, performance, or failure to adequately perform Grantee's obligations pursuant to this agreement.

CCPH's liability under this agreement shall be governed Responsibility will be pursuant to Minnesota Statute § 466.03.

11. Duration

This Grant Agreement is at-will and may be modified in writing by mutual consent of authorized officials from CCPH and the Grantee.

12. Audits

This agreement is covered by the Minnesota Data practices act. Pursuant to Minn. Stat. §16C.05, subd. 5, the Grantee agrees that CCPH, 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 CCPH and involve transactions relating to this Agreement. The Grantee agrees to maintain these records for a period of six years from the date of termination of this Agreement.

13. Government Data Practices and Intellectual Property

- a. Government Data Practices.* The Grantee and CCPH must comply with the Minnesota Government Data Practices Act, Minnesota Statute §. 13, as it applies to all data provided by CCPH under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or CCPH.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify CCPH. CCPH will give the Grantee instructions concerning the release of the data to the requesting party before the data is released.

14. Worker's Compensation

The Grantee certified that it is in compliance with Minn. Stat. §176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered CCPH employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the CCPH's obligation or responsibility.

15. Publicity and Endorsement

- a. **Publicity.** Any publicity regarding the subject matter of this grant agreement must identify CCPH as the sponsoring agency and must not be released without prior written approval from the CCPH's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors with respect to the program, publications, or services provided resulting from this grant agreement.
- b. **Endorsement.** The Grantee must not claim that CCPH endorses its products or services.

16. Governing Law

Minnesota law, without regard to its choice-of-law provisions, governs this grant agreement. Venue for all legal proceedings out of this grant agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Carver County, Minnesota.

During the performance of this Agreement, the Grantee agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, sexual orientation, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

- 17. Accessibility:** Structural and nonstructural facilities and programs must meet all state and federal accessibility laws, regulations, and guidelines.

Copies of accessibility guidelines can be downloaded off the Americans with Disabilities Act Accessibility Guidelines website at <http://www.access-board.gov>.

18. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions

- a. The prospective lower tier participant certifies, by submission of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

19. Monitoring

If the grant is over \$50,000, CCPH's authorized representatives will conduct at least one monitoring visit per grant period. This visit may be in person or by telephone.

20. Termination

Termination by CCPH. CCPH may cancel this agreement at any time, with or without cause, upon 30 days' written notice to the grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

21. Data Disclosure

Under Minn. Stat. §270C.65, subd. 3 and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to CCPH, to federal and state tax agencies, and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby. Acceptance of the terms of this agreement is acknowledged by the following signatures of the Authorized Representatives.

City of Waconia

Carver County Public Health

Signature/Date

Signature/Date

Name, Title

Richard Scott, Deputy Division Director of
Health and Human Services and CHS
Administrator

Carver County Public Health Statewide Health Improvement Partnership (SHIP) Workplace Project Proposal

SHIP Workplace Project Proposal – 2021-2022

In addition to this Project Proposal, workplace partners will need to complete a SHIP Grant Agreement with Carver County Public Health. See the SHIP Workplace Project Proposal Instructions for details on how to complete this form.

Organization Information	
Today's date	January 6, 2022
Organization's name	City of Waconia
Organization's full address	201 South Vine Street, Waconia MN 55387
Total number of employees	40 FTE, 30 FF, 10 seasonals
Number of workplace locations in Carver County	4 (City Hall, Fire Station, Public Services, Water Treatment Plant)
Approximate number of employees who work in Carver County	40+
Name of primary contact	Jackie Schulze
Address, City, State and ZIP of primary contact's work location	201 South Vine Street, Waconia, MN 55387
Phone number of primary contact	952-442-3103
Email address of primary contact	jschulze@waconia.org

Organizational Overview	
Does your organization currently have a worksite wellness initiative? ☐ Yes ☒ No <i>If yes, briefly describe the wellness initiative below.</i> We don't have a set wellness initiative, although we do budget approximately \$1000 each year for wellness activities	
Workplace Wellness Initiative	Does leadership/management support the workplace wellness initiative? ☐ Yes ☒ No



Carver County Public Health
600 Fourth Street East
Chaska, MN 55318-2102
Phone (952) 361-1329 | Fax (952) 361-1360
public-health@co.carver.mn.us
www.co.carver.mn.us



	Does the workplace have a wellness committee made-up of employees? ☐ Yes ☒ No Is there a dedicated budget for the workplace wellness initiative? ☒ Yes ☐ No
--	---

Project Proposal	
Project Goal(s) <i>What are the goals of this project?</i>	To provide a multi-functional space for employees to take some time to relax and for nursing mothers to have a private space. To work with Carver County Worksite Wellness Consultant, Kris Keykal, to build the foundational elements of our employee wellness program. This will include: 1. Assess our population through a Health Needs & Interest Survey and the CDC Scorecard. 2. Develop a cross sectional wellness committee to assist with building and sustaining the wellness program. 3. Brainstorm and create a vision/goals for the wellness program for the year. 4. Develop a brand for the wellness program (program name, logo, tagline). 5. Educate/inform senior leadership on the vision/goals of the wellness program to get their buy in.
Description <i>Provide a general description of the project, including the policy, system or environmental (PSE) change.</i> <i>Include why this project is needed at your organization.</i>	Currently, we do not have a space set up for nursing mothers. They need to go into the City's A/V room for privacy. We have a room in City Hall which is currently a storage room, which would make a perfect mother's room. We'd like to transition this room to a mothers room, but because we do not have a large number of employees we'd also like to make this into a meditation/relaxation space for employees to use when it is not being used as a mothers room. This project is needed because it provides a private place for mothers to pump breast milk, but also gives us the opportunity to provide all employees a private meditation/relaxation space they can use throughout the work day or after a stressful meeting/phone call, etc.
Health Equity <i>Describe how this project will promote the highest level of health for all individuals in the workplace.</i>	As previously mentioned, nursing mothers do not have a private room that is equipped for pumping. This would provide that space. We could set it up as an outlook calendar, and employees could block off time to use that space. We'd also open up the space to all employees to use as a relaxation/meditation room for after those difficult meetings/moments when employees just need a little time to unwind, decompress, or time to themselves. It would be an investment in the mental health of all of our employees throughout the organization.

Action Plan and Timeline	
<i>List the activities needed to accomplish the project and the timeline for completing them.</i> <i>Add more lines as needed.</i>	
Action Plan/Activities	Timeline
Example: Complete assessment of foods in dry and cold vending machines.	December 2019
Inventory/Clear Out Current Storage Room	February 2022

Purchase Equipment – loveseat, comfortable chair, small table, mini fridge, cube storage, etc.	February 2022
Paint Room	March 2022
Furnish Room	April 2022
Get Room on Outlook Calendar System for Booking	April 2022
Open Room	April 2022

Budget

*Include all projected expenses, such as equipment, materials, training fees, printing, etc.
Add more lines as needed.*

Budget Item	Brief Description	Cost (\$)	In-Kind Contribution/Description*
<i>Example: Mini-Refrigerator</i>	<i>Storage of cold items at Healthy Snack Station</i>	<i>\$125</i>	<i>\$20 for labor for set-up</i>
Mini-fridge	Storage of milk	\$200	Staff time to purchase/set up (\$15 – 1 ee at \$30/hr)
Small sofa/loveseat	For employees to relax/meditate	\$750	Staff time to purchase/set up (\$15/ 1 ee at \$30/hr)
Comfortable chair/ottoman	For employees who are using the room as a mother's room	\$700	Staff time to purchase/set up (\$30/1 ee at \$30/hour)
Paint & Supplies	To paint room	\$100	Staff time to paint room (\$120 – 1 staff members at \$30/hour at 4 hours)
Cube storage/Drawers or baskets	For employees to store supplies in/rest speaker on/etc.	\$150	Staff time to assemble and purchase (\$15/1 ee at \$30/hour)
Outlook calendar	Add room to outlook calendar	\$0	Staff time to complete (\$40/1 ee at \$40/hour)
Small speaker	Small Bluetooth speaker so employees can hook up their phone for relaxing music/meditation	\$100	*there is a chance we could potentially get this donated*
Cleaning Supplies & Waste Basket	Disinfecting wipes, paper towels		\$100 - The City has a lot of these supplies in bulk, so could use some of them
Hatch Restore Light/Sound Machine/Membership	Soft lighting and clock plus 1-year of sleep/meditation/relaxation membership	\$129 + \$50 membership = \$179	Staff time to set up (\$15/1 ee at \$30/hour)
Door Signage	Identification of Room – we work with CD Products for door signage needs	\$100 – installation & cost to print signage	Staff time to coordinate (\$15/1 ee at \$30/hour)
Door Stop	Door stop for propping door open if needed		Have extras of these; \$10

Yoga Mat	Yoga mat for employees if they'd like to bring their own tablet and do	\$30	
Total Amount Requested: \$2209 (in kind contributions - \$375 minimum (budgeted low for set up/paint/etc.))			
*In-kind contributions must total 10% of the total project budget; this can include staff/volunteer time and equipment donations.			

Evaluation <i>What would indicate to you that this project was successful?</i> <i>SHIP requires all projects to include evaluation. Are you willing to work with SHIP staff to come up with an evaluation plan?</i> ☒ Yes ☐ No <i>How will you measure progress or change?</i>	We will measure the success by how often this room gets used, which we will be able to easily track by looking at how often it is booked on the outlook calendar. I also think engagement around this room will be high, so seeing employees get involved in the design/planning/volunteering their time stages will also help measure progress. Also, employees will be involved in the set up of the room, which should automatically bring some engagement.
Sustainability <i>What is the plan for making sure the change continues after funding ends?</i>	Once this room is set up, it won't require additional funding, besides some limited energy costs, as well as replacing paper towels and cleaning supplies, and will now be a space for employees to use at any time. We will promote this to employees at all times – include it in our employee handbook and in employee orientations, send regular reminders that it is available for use, etc. It will be a space that can be used for more than just a nursing mother – ie the yoga mat and couch, as well as meditation subscription. This may be something we can add onto in the future, as well, depending on finances. In addition, we will be able to track how much the room gets used based on scheduling in outlook.
Communications <i>Who needs to know about this change –workplace leadership, employees, clients, etc.?</i> <i>How will you communicate with these groups?</i>	Employees – we will engage employees from helping to pick out the furniture, layout, setup, etc. We will communicate with all employees via email that this change is happening, and also ask for suggestions/comments/feedback. This will be done in person, and via email.

Completed proposals for funding and questions can be sent to Jean Pierson at jpierson@co.carver.mn.us.

By signing the Project Proposal, the workplace agrees to the following expectations:

- ☒ Obtain leadership support for proposed SHIP project.
- ☒ Attend SHIP Workplace Collaborative meetings with Carver County SHIP throughout grant year.
- ☒ Demonstrate at least a 10% in-kind match.
- ☒ Submit receipts and invoices within 30 days of purchases.
- ☒ Communicate with Carver County SHIP workplace consultant, Advantage Health, on a regular basis throughout the grant cycle to provide updates, including a final summary.

City of Waconia

Carver County Public Health

Jackie Schulze

Signature

Signature

January 26, 2022

Date

Date



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 7, 2022					
Item Name:		Approval of Auditor Engagement for 2021-2022 Financial Statement Audits with Redpath and Company					
Originating Department:		Finance					
Presented by:		Nicole Meyer					
Previous Council Action (if any):		Resolution 2020-194: Approving Engagement with Redpath and Company for Auditing Services in Relation to Fiscal Year End 2020-2022, Dated: September 21, 2020					
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 Approving Engagement with Redpath and Company for Auditing Services in Relation to Fiscal Year End 2021-2022							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The City Council approved an engagement letter with Redpath and Company for audit services provided for the fiscal years 2020-2022 on September 21, 2020. In this agreement, fees and requirements of the audit are established for budgeting purposes. Redpath and Company has provided an updated engagement letter for fiscal years 2021-2022. The new engagement letter outlines new audit standards related to going concern (i.e. bankruptcy) and government finance reporting. The fee table for services provided is not changed from what was approved in 2020. The financial audit fees as outlined in the agreement are: 2021 - \$47,000 and 2022 - \$48,400. The original agreement was signed by the previous City Administrator. Because of this, staff is requesting approval by the City Council so the new engagement can be executed by current City staff. Redpath and Company has provided excellent service to City staff in both the audit and financial statement preparations. Their staff is knowledgeable in all aspects of governmental accounting and ensures City staff understands how new government accounting standards apply to the City's contracts and agreements. They are available to staff throughout the year as questions arise in relation to the City's finances and internal control. With the City Council's approval of the updated engagement, staff will begin work to complete the 2021 audit and financial statements. Staff will review the City's audit services again in 2022.							
<u>Attachments:</u>							
1. 2243Res_Audit_Engagement_Redpath.doc 2. City of Waconia Engagement Letter 2021-2022.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
General Fund - Finance Department							
Budget Information:				Planning Commission			
☒ Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2022-43**

**RESOLUTION APPROVING ENGAGEMENT WITH REDPATH AND COMPANY
FOR AUDITING SERVICES IN RELATION TO FISCAL YEAR END 2021-2022**

WHEREAS, the City of Waconia received an engagement letter from Redpath and Company for auditing services in relation to the City's 2021-2022 financial statement audits; and

WHEREAS, staff has reviewed the engagement letter and found all items associated with the requested services are in order. The total amount of the engagement for 2021 is \$47,000 and 2022 is \$48,400; and

WHEREAS, change orders may be requested by Redpath and Company or City staff if additional examination or analysis is needed in the audit process; and

WHEREAS, change orders will be reviewed by City staff and approved by the City Council prior to the work being completed; and

WHEREAS, single audit pricing is included in the engagement provided and will only be utilized if necessary depending on audit requirements each year; and

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the engagement with Redpath and Company;

AND BE IT FURTHER RESOLVED that the City authorizes staff to return the engagement letter for auditing services for fiscal year-end audit and reporting for 2021-2022.

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

Kent Bloudek, Mayor

ATTEST: _____
Jacqueline Schulze, City Clerk

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



January 25, 2022

City of Waconia
201 South Vine Street
Waconia, MN 55387

We are pleased to confirm our understanding of the services we are to provide the City of Waconia, Minnesota for the years ended December 31, 2021 and 2022.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the City of Waconia, Minnesota as of and for the years then ended December 31, 2021 and 2022. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Waconia, Minnesota's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Waconia, Minnesota's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Budgetary Comparison Schedules presented as RSI
- Schedules of Proportionate Share of Net Pension Liability
- Schedules of Pension Contributions
- Schedule of Changes in Net Pension Liability and Related Ratios

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Waconia, Minnesota's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- Combining and Individual Nonmajor Fund Financial Statements and Schedules

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- Introductory Section
- Statistical Section

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

We will also issue a report on compliance based on the *Minnesota Legal Compliance Audit Guide for Cities*, promulgated by the State Auditor pursuant to Minnesota Statute 6.65.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the minimum procedures for auditors as prescribed by Minnesota Statute 6.65, and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of certain assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Audit Procedures – Internal Control

We will obtain an understanding of the entity and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Waconia, Minnesota's compliance with the provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The *Minnesota Legal Compliance Audit Guide for Cities* requires that we test whether the entity has complied with certain provisions of Minnesota statutes. Our audit will include such tests of the accounting records and other procedures as we consider necessary in the circumstances.

Other Services

We will also assist in preparing the financial statements and related notes of the City of Waconia, Minnesota in conformity with accounting principles generally accepted in the United States of America based on information provided by you, and assist with preparation of pension workpapers and journal entries based on information provided by you and PERA. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement and pension related services previously defined. We, in our

sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that

the entity complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes, the preparation of pension workpapers and journal entries, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with the preparation of the financial statements and related notes, the pension workpapers and journal entries, and that you have reviewed and approved the financial statements and related notes, including the pension workpapers and journal entries, prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

We will provide copies of our reports to the City of Waconia, Minnesota; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Redpath and Company, Ltd. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to oversight agencies, regulators, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Redpath and Company, Ltd. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by regulators. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

The AICPA Code of Professional Conduct requires Redpath to maintain our independence with regards to certain attestation services provided to the City of Waconia, Minnesota. These rules require the City of Waconia, Minnesota to take responsibility for all nonattest services. Redpath cannot serve as custodian for your data in such a way that your data is incomplete and accessible only through Redpath or the Redpath portal. As such, any financial report, reconciliation, document, and calculation (depreciation schedules, journal entries, etc.) that we prepare or update on your behalf will be sent to you at the completion of each attest or nonattest service. You are responsible for downloading and maintaining these records as well as all supporting documents generated in the normal course of business until the retention period expires.

Andy Hering is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately April 4, 2022 and to issue our reports no later than June 30.

Unless additional work is requested or required, our fee for these services will be as follows:

	For the Year Ending December 31,	
	2021	2022
Financial audit*	\$47,000	\$48,400
Single audit - if necessary	5,500	5,500
Total	<u>\$52,500</u>	<u>\$53,900</u>
*Includes financial statement preparation, assistance with the statistical section and pension workpaper preparation.		

Out-of-pocket costs, such as confirmation and courier fees, will be billed in addition to the fees stated above. We bill our fees monthly as work progresses and expect payment within thirty (30) days. Each invoice includes a detailed description of the services provided. Amounts over thirty (30) days will be considered delinquent. We reserve the right to assess a 1.5% per month service charge on any balance older than thirty (30) days. In the event it becomes necessary to refer this account to an attorney for collection (whether or not suit is commenced), you will be responsible for payment of all reasonable costs of such collections, including reasonable attorney fees. Our policy is to suspend work if your account becomes overdue by sixty (60) days or more, and work will not be resumed until your account is paid in full. Should we elect to discontinue services, you will be responsible for all time and expenses incurred through the date of termination regardless of whether we have issued a report or other final product.

The above fees are based on the anticipated scope of services, anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered. The City of Waconia, Minnesota acknowledges that the following circumstances may result in a change in scope of services and an increase in fees:

- Significant audit adjustments, internal control deficiencies or compliance findings,
- New accounting standards,
- Failure to complete the preparation work by the applicable due dates,
- Inaccurate records,
- Turnover in your staff,

- Significant unanticipated or undisclosed transactions, issues, or other such unforeseeable circumstances,
- Delays causing scheduling changes or disruption of previously scheduled timing of work (fieldwork),
- Circumstances requiring revisions to work previously completed or delays in resolution of issues that extend the period of time necessary to complete the audit.

Our fees do not include bookkeeping or accounting assistance, preparation of audit workpapers, reconciliations or similar assistance (unless otherwise noted in the sections above). Our fees for such services will be dependent on the level of effort required.

Services requested by you that are not included in this engagement letter will be billed dependent on the level of effort required and will be subject to all the terms of this letter.

Our fees and rates are adjusted annually for general economic factors.

If we are requested or required to provide documents or testimony to support litigation proceedings as a professional service on your behalf (that is, litigation in which we are not a party as a result of our engagement), you will be billed for our time at the current standard rates and all out-of-pocket expenditures, including copying costs and legal fees.

Reporting

We will issue a written report upon completion of our audit of the City of Waconia, Minnesota's financial statements which will also address other information in accordance with AU-C 720, *The Auditor's Responsibilities Relating to Other Information Included in Annual Reports*. Our report will be addressed to the Honorable Mayor and Members of the City Council of the City of Waconia, Minnesota. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

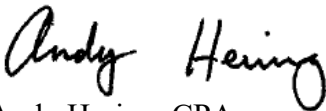
We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing on internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state

that the report is not suitable for any other purpose. If during our audit we become aware that the City of Waconia, Minnesota is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to the City of Waconia, Minnesota and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign this letter and return it to Andy Hering via email at ahering@redpathcpas.com.

Sincerely,

REDPATH AND COMPANY, LTD.



Andy Hering, CPA

Response

This letter correctly sets forth the understanding of the City of Waconia, Minnesota.

City Administrator

Finance Director

Date

Date

Nonaudit Services

The individuals assigned to oversee the nonaudit services are Nicole Meyer, finance director and Amanda Ortloff, assistant finance director, unless indicated below:

_____ (name and title)



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 7, 2022					
Item Name:		Authorize Acquisition of Aries Closed Circuit Televising Unit					
Originating Department:		Public Services					
Presented by:		Craig Eldred					
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 2022-44; Authorizing Acquisition of Aries Closed Circuit Televising Pathfinder Unit Per State Contract in the Amount of \$80,529.00 From Flexible Pipe and Tool Company							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Public Services Utility Staff have been experiencing issues with the current closed circuit camera unit. Staff utilize the CCTV unit to conduct annual review of Sanitary and Storm Sewer lines through out the community in advance of programmed infrastructure improvement projects. The focus is to find issues in advance of street resurfacing projects and projects where full utility replacements may not be necessary. In 2020 staff completed a software update which would still support the new Aries CCTV unit. Discussions regarding funding this acquisition occurred with Finance staff on the utilization of unused Inflow and Infiltration dollars from calendar budget year 2021. Due to COVID we experience less opportunities to complete lateral lining work of the sanitary sewer system. It is our desire and recommended by Finance, if approved to acquire the new CCTV unit a Budget Amendment would be best allowing 2021 dollars to be transferred to 2022 for the CCTV unit acquisition. Processes such at this have occurred previously, and are effective in managing underutilized funds when determined necessary. The Aries CCTV unit is proposed to be acquired from Flexible Pipe and Tool Company via the Minnesota State Contract #187482 in the amount of \$80,529.00. Attached Council will find information on the Aries unit and the equipment pricing. There is a trade allowance for the current camera equipment of \$2,000.00. Staff recommends approval of this acquisition and ability to acquire the equipment through a budget amendment process from calendar year 2021 to calendar year 2022.							
Attachments:							
1. 2244res _Aries_Camera_Replacement_Res.doc 2. Price Sheet.pdf 3. Waconia MN - Pathfinder Inspection System Components 10-11-21 QT30148.doc							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses: 2022 Budget Amendment Sanitary Sewer Inflow and Infiltration Reduction Line							
Budget Information:				Planning Commission			
_____ Budgeted				Parks and Recreation Board			
_____ Non Budgeted				Safari Island Advisory Board			
_____ X Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2022-44**

**RESOLUTION AUTHORIZING APPROVAL OF ACQUISITION OF ARIES CLOSED
CIRCUIT TELEVISIONING PATHFINDER UNIT PER STATE CONTRACT IN THE AMOUNT OF
\$80,529.00 FROM FLEXIBLE PIPE AND TOOL COMPANY**

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

WHEREAS, staff are experiencing issues with the current closed circuit camera unit; and

WHEREAS, staff acquired a State Contract replacement camera cost, and through a process of a budget amendment request the use of \$80,529.00 dollars of 2021 inflow and infiltration sewer fund dollars to replace the current camera equipment in 2022; and

WHEREAS, the closed circuit camera is highly utilized to determine below grade infrastructure condition assessments, which ultimately assist in determining capital improvement needs or replacement requirements.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of acquisition of Aries closed circuit televising Pathfinder unit per State Contract in the amount of \$80,529.00 from Flexible Pipe and Tool Company.

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

Kent Bloudek, Mayor

Attest: _____
Jackie Schulze, City Clerk

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

FLEXIBLE PIPE TOOL COMPANY

Sewer Cleaning and Inspection Equipment - Sales and Service

22606 186th Avenue, Cold Spring, MN 56320

Phone: 320-597-7552 Fax: 320-597-7882 Toll Free: 800-450-6969

Date: October 25th, 2021

To: Doug Bode

City of Waconia

310 E 10th Street

Waconia, MN 55387

From: *Shane Smetana*

We are pleased to submit the following quotation. All prices are subject to immediate acceptance. Clerical errors are subject to correction. All agreements are contingent upon fires, accidents, labor difficulties and causes beyond our reasonable control. No statement, contract or order will be binding on the Company unless made or approved on behalf of the Company by one of its officers.

One (1) 2021 Aries CCTV Pathfinder system per Minnesota State Contract # 187482 including the following features/options:

1.00	Base Unit Price Aries Pathfinder w/Rack Components	\$70,260.00
1.2.6	Large line kit with 8" tires, TR3320	\$6,415.00
1.2.12	3" reverse offset high traction wheel (2)	\$236.00
1.2.13	4" carbide hi-traction tires (2)	\$432.00
1.2.15	4" offset carbide hi-traction tires (2)	\$490.00
1.2.17	5" offset high traction wheel (2)	\$508.00
1.2.25	5" Dually wheel assembly, larger pipe dia. (4)	\$1,400.00
1.6.2	Pathfinder reel mounting kit	\$788.00
	1 Day training included	
Option	Labor to remove and install camera equipment	\$2,000.00

Subtotal \$82,529.00

Trade in allowance for current camera equipment -\$2,000.00

Total: \$80,529.00

By: *Shane Smetana*

Flexible Pipe Tool Company

Authorized Signature

Title

City of Waconia

Aries Pathfinder Inspection System Components

Component List:

- 1 Aries PE3530 Pathfinder series zoom pan and tilt camera w/ high intensity LED light ring and integrated self-cleaning lens wiper system, including:**
 - 1 Pathfinder zoom pan and tilt camera, to include:
 - Multi-axis pan & tilt feature with infinite continuous rotation
 - Integrated self-cleaning lens wiper system
 - 120X zoom (10X optical & 12X digital)
 - High-resolution 480 (V) x 720 (H) NTSC output
 - Auto-focus with manual override
 - Auto-iris with manual override
 - Maintenance-free forward-facing white LED lighting located in the camera forks
 - Maintenance-free directional white LED lighting that follows the camera's field of view
 - .5-lux high-sensitivity camera sensor for low-light applications
 - "Starlite" light enhancement feature with (4) user selectable enhancement steps
 - On-screen camera diagnostics functions including:
 - Camera model, serial number, software revision
 - Camera operating hours, regulated voltage value, head temperature
 - Camera internal pressure, control error recognition, LED current value
 - 1 Camera storage and transportation case
 - 1 Camera re-pressurization kit
- 1 Desktop dual mode camera controller including: joystick for axial rotation and pan and tilt angle; remote focus; zoom in/out; home, diagnostics, iris open/close, Starlite, and preset buttons**
- 1 Extension cable, camera controller**
- 1 Aries TR3320 Pathfinder steerable self-propelled transporter for 6" to 15" lines, including:**
 - 1 Tractor assembly with continuous duty drive motors
 - 6 Rubber wheels, 3" diameter
 - 4 Rubber wheels, 4" diameter
 - 4 Extended hub rubber wheels, 4" diameter
 - 4 Extended hub rubber wheels, 5" diameter
 - 1 Remotely operated electric camera lifting mechanism
 - 1 Fast-check pressure monitoring system
 - 1 Rear viewing camera with LED lighting
 - 1 512 Hz internal locating beacon
 - 1 Integrated inclinometer system
 - 1 Storage and transport case
 - 1 Set maintenance parts
- 2 Carbide impregnated high traction wheels, 3" diameter**
- 2 Carbide impregnated high traction wheels, 4" diameter**

- 2 Extended hub carbide impregnated high traction wheels, 4" diameter**
- 2 Extended hub carbide impregnated high traction wheels, 5" diameter**
- 4 Double wide "dually" extended hub wheels for larger lines, 5" diameter**
- 1 Large diameter pipe kit with geared side rails and 8" diameter rubber tires for operation up to 36" lines**
- 1 Tractor control system, including:**
 - 1 Tractor power supply and control module with volt and amp meters, circuit breakers (2), on/off switch and direction control display, rack mount location
 - 1 Hand-held Pathfinder series tractor controller
- 1 Foot pedal controller, fwd/rev only, at rear of vehicle**
- 1 Pathfinder cable and reel assembly, including:**
 - 1 1000' of lightweight low friction multi-conductor cable
 - 1 Heavy-duty frame, drum and motor assembly with clutch and cable level wind assembly
 - 1 Footage meter with local LCD footage display and encoder for footage signal to remote video data display system
 - 1 Emergency hand crank arm
 - 1 Spare cable termination kit
 - 1 Sealed continuous contact collector assembly, 12-slip rings minimum
 - 1 Telescoping swivel cable guide roller assembly
- 1 Reel controller, with mounting hardware**
- 1 Elevated reel stand with stainless steel drip pan and reel mounting hardware**
- 1 Inter-connect cable, PCU & overlay to cable reel**
- 2 Complete sets of operation, maintenance, and troubleshooting manuals**
- 1 One-year warranty, TV system**



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 7, 2022					
Item Name:		Authorize City Staff to Apply for CCWMO Cost Share Funding Grant					
Originating Department:		Public Services					
Presented by:		Craig Eldred					
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 2022-45; Authorizing City Staff to Apply for Carver County Water Management Organization Cost Share Funding Grant for Capital Projects, FY 2023							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Annually the Carver County Water Management Organization submits requests for cost share capital improvement projects related to water quality. Staff recently received notification of this effort for fiscal year 2023. Applications are due by March 31, 2022. Staff along with our Engineer will review the following projects for such application: 1. Capital Project #504; Sudheimer Pond and Wetland Improvements, Part of the Sudheimer Industrial Park adjacent Hwy 10 and Industrial Boulevard 2. Capital Project #561; BMP Structures Hunter's Crossing & Burandt Boulevard as part of street resurfacing project 3. Capital Project #128; Downtown Reconstruction-Infrastructure Improvement Project The three project listed contain valuable water quality improvements. In fact, the Downtown Reconstruction project has been funded with 2022 dollars already. We feel there is benefit in submitting a second application for the Downtown improvements based upon the value added benefits to Lake Waconia. Staff recommends approval of this request and authorization of the Public Service Director to execute an application to the CCWMO for 2023 Cost Share funds. Attachments: 1. 2245res CCWMO_Grant_Application_Res.doc 2. 220201_Letter to Cities re Cost Share Funding Requests.pdf 3. CIP Ranking Criteria.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses: Storm Water Funds							
Budget Information:				Planning Commission			
X Budgeted				Parks and Recreation Board			
Non Budgeted				Safari Island Advisory Board			
Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2022-45**

**RESOLUTION AUTHORIZING APPROVAL OF CITY STAFF TO APPLY FOR CARVER
COUNTY WATER MANAGEMENT ORGANIZATION COST SHARE FUNDING GRANT FOR
CAPITAL PROJECTS, FY 2023**

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

WHEREAS, staff received information from the CCWMO of cost share funding grants; and

WHEREAS, three capital projects within the current Capital Improvement Program, Projects #504, #561, and #128 were identified; and

WHEREAS, the Public Services Director is authorized to submit and administer the grant application and project if awarded.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of City Staff to apply for Carver County Water Management Organization cost share funding grant for Capital Projects, FY 2023.

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

Kent Bloudek, Mayor

Attest: _____
Jackie Schulze, City Clerk

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



Carver County Water Management Organization

Planning and Water Mgmt Dept
Government Center - Administration Building
600 East 4th Street
Chaska, Minnesota 55318
Phone: (952)361-1820
Fax: (952)361-1828
www.co.carver.mn.us/water

To: Local Government Partners
From: Tim Sundby, Planning and Water Management
Date: 2/1/2022
Re: 2023 LGU Cost Share Project Funding
cc:

Enclosures: Cost Share Application, Ranking Criteria

Greetings,

The Carver County Water Management Organization (CCWMO) offers cost share funding for local governments and other organizations undertaking projects that improve water quality or address water related issues within the watershed. **Applications for 2023 CCWMO cost share funding are due by 4:30 PM on Thursday, March 31, 2022.** Applications can be submitted via email to Tim Sundby (tsundby@co.carver.mn.us).

Attached to this memo you will find a copy of the cost share application form and the ranking criteria used to evaluate projects and award funding. Upon receipt, cost share applications will be reviewed and ranked using the attached criteria. A list of projects recommended for 2023 funding will be presented to the CCWMO Citizen Advisory Committee at the April 2022 meeting and recommended to the County Board as part of the 2023 budget process.

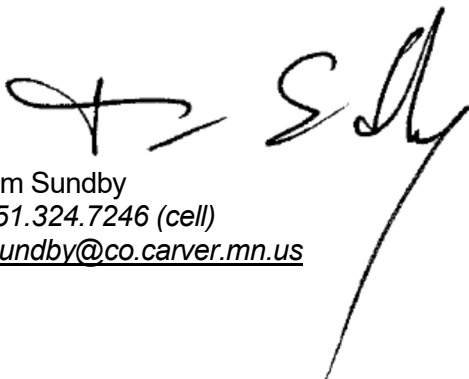
Examples of projects that may be eligible for CCWMO cost share funding include the following:

- Projects identified in the CCWMO Water Plan
- Projects identified in a City's current Local Water Plan
- CIP Infrastructure projects which enhance treatment, flooding issues, untreated areas, etc.

Submitted projects may be pursued for other funding options, including State or Federal Grants, after discussion and approval of the applicant.

We encourage partners to meet with CCWMO staff to discuss potential projects or to review any questions about the application and funding process. If you have follow-up questions or would like to set up a meeting to discuss a specific funding request, please contact Tim Sundby at 651-324-7246 (cell) or tsundby@co.carver.mn.us.

Sincerely,



Tim Sundby
651.324.7246 (cell)
tsundby@co.carver.mn.us

Water Stewardship / County CIP Cost Share Criteria			
Criteria	Max. Points Allowed	Point Categories	Discussion
TMDL Watershed Criteria			
Project Site Location	10	Within a subwatershed with approved TMDL (10) Within a subwatershed with an active TMDL Study (5) Within a subwatershed with a listed water body (3)	Subwatersheds will change based upon the TMDL process through the County, MPCA, and EPA. Check with Carver County Staff to get list of affected watersheds.
Water Quality Impact Criteria (more than one may apply)			
Phosphorus Loading	10	1 pt for each 10% reduction	Points based upon % reduction discharge from site and total water volume leaving the site. Every 10% of overall reduction is within these criteria onsite is equal to one point.
Sedimentation Loading	10	1 pt for each 10% reduction	
Rate Control	10	1 pt for each 10% reduction	
Volume Control	10	1 pt for each 10% reduction	
Other	10	1 pt for each 10% reduction	
Natural Resource Criteria			
Invasive Nuisance Removal	10	1 pt for each 10% reduction	Project incorporates exotic/invasive/noxious species removal. Ranking based upon overall % reduction from project area.
Additional Criteria			
County Share of Total Project Cost	10	<25% (10) 25-50% (5) 50% -75% (0) >75% (-1)	What percentage of the total cost is the County being asked to contribute? Encouraging contribution from applicants should result in better maintenance, satisfaction, ownership, & greater use of public dollars.
Demonstration Site	5	New to County	Can it be used as a demonstration site due to its being the first such project in the County? Is the site available to public without prior notification to landowner?
Educational Site	5	Visible to County	Available for tours with prior notification.
Muiltple partners support the project	10	2 points per involved partner	Identifying broad based support is beneficial to project short and long term success. Additional contributions should be encouraged to foster support, extend project dollars, and demonstrate success to additional parties. Grants and funding from outside Carver County and landowner.
Total (max 100)			
County CIP Cost Share Criteria			
Criteria	Max. Points Allowed	Point Categories	Discussion
Plan Status			
Project included in WMO Plan	10	Specific (10) General (5) No (0)	Is the project included in the WMO Water Plan?
Project included in Local Plan	10	Yes (10) No (0)	Is the project included in the City's Local Water Plan?
Cost Implications			
Total County Cost	10	\$1,000-\$9,999 (10) \$10,000-\$24,999 (8) \$25,000-\$49,999 (6) \$50,000-99,999 (4) \$100,000-\$249,000 (2) >\$250,000 (0)	What amount is the County being asked to contribute?
Public Benefit of Resource Value			
Public Use Value	5	High (5) Medium (3) Low (1)	How accessible will the project be to the public?
Overall Community Value	5	High (5) Medium (3) Low (1)	What is the overall community value (e.g. education, public relations, visibility)?
Ease of Implementation			
Ease of Implementation	5	Easy (5) Standard (3) Difficult (1)	How easy will the project be to implement? Are there factors that could complicate implementation of the project (multiple landowners involved, easements required, access issues, etc).
Additional Criteria			
Resource Value - Natural Resource Ranking	5	High (5) Medium (3) Low (1) NA (0)	What is the assessed quality of any MLCCS land cover features?
Total (max 150)			



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 7, 2022					
Item Name:		Fire Chief Oath and Badge Pinning					
Originating Department:		Administration					
Presented by:		Shane Fineran					
Previous Council Action (if any):							
Item Type (X only one):	☐ Consent	☐	☐ Regular Session	☒ X	☐ Discussion Session	☐	☐
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Delivery of Oath and Badge Pinning							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
In November of 2021, Justin Sorensen was appointed as the Fire Chief for the City of Waconia. The organization has begun a tradition of conducting a City Council led badge pinning and swearing of oath for new or promoted fire fighters. We request that Mayor Bloudek swear the new fire chief in and and presentation of badge as we formally welcome Chief Sorensen as the fire chief for the Waconia Fire Department.							
<u>Attachments:</u>							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information:				Planning Commission			
☐ Budgeted				Parks and Recreation Board			
☒ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			