

WACONIA CITY COUNCIL MEETING AGENDA



Monday, December 5, 2022
6:00 PM

VISION STATEMENT

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

MISSION STATEMENT

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

MAYOR:	KENT BLOUDEK
COUNCIL MEMBER:	NICOLE WALDRON
COUNCIL MEMBER :	RANDY SORENSEN
COUNCIL MEMBER:	PETE LEO
COUNCIL MEMBER:	STEVE YETZER

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

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

1. **CALL MEETING TO ORDER AND ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **ADOPT AGENDA**
4. **VISITOR'S PRESENTATIONS, PETITIONS, CORRESPONDENCE**
5. **PUBLIC HEARING**
 - 1) **PUBLIC HEARING - Ordinance Changing Street Names - City of Waconia**
Adopt Ordinance No. 754 changing the street currently named "Campfire Court" to "Campfire Drive East" and changing the section of "Oak Avenue" lying north of Waconia Parkway South to "Oak Court".
 - 2) **2023 Fee Schedule Ordinance Amendment**

Call Public Hearing to Order and Accept Comments

Motion to Close the Public Hearing

Adopt Ordinance No. 755 amending chapter 1100 of the Waconia City Code related to permits, licenses, and fees to authorize summary publication
6. **ADOPT CONSENT AGENDA**

The items listed on the Consent Agenda are considered routine and non-controversial by the Council and will

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

- 1) [November 21, 2022 City Council Meeting Minutes](#)
Approve November 21, 2022 City Council Meeting Minutes
- 2) [December 5, 2022 Expenditures](#)
Payment of December 5, 2022 Expenditures
- 3) [Approve Uniform Agreement](#)
Adopt Resolution 2022-299, Approving Uniform Agreement with HUEBSCH-Services for Employee Uniforms
- 4) [Approve Lease Agreement](#)
Approve Resolution 2022-300; Authorizing Approval of Lease Agreement With Ziegler, Inc. For Loader Rental; Winter Operations
- 5) [Approve Executed MNHS Large Grant](#)
Adopt Resolution 2022-301; Authorizing Approval of Execution of MNHS Large Grant For Civil Water Memorial Conservation Treatment
- 6) [Declaring Surplus Equipment and Authorizing Sale](#)
Adopt Resolution 2022-302; Authorizing Approval of Tanker #11 - 1989 International SZ600 Tanker as Surplus Equipment and Sale for Disposal
- 7) [Authorize Execution of Civil War Memorial](#)
Adopt Resolution 2022-303; Approval of Public Services Director to Execute KCI Conservation Treatment Proposal for Civil War Memorial
- 8) [Firefighter Resignation](#)
Adopt Resolution 2022-304, Approving Resignation of Firefighter Justin Bosshart.
- 9) [Grant writing contract with Widseth Group for fire department Assistance to Firefighters Grant Application and grant submission.](#)
Adopt Resolution 2022-305, Approving contract with Widseth Group and submission of grant application.

7. COUNCIL BUSINESS

- 1) [2023 Budget & Levy Presentation](#)
No action required. This is an opportunity for the Public to ask questions of the City Council regarding the proposed budget and property tax levy for 2023. Council can direct staff to make adjustments during this discussion and presentation.

8. ITEMS REMOVED FROM CONSENT AGENDA

9. STAFF REPORTS

10. BOARD REPORTS

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

11. ANNOUNCEMENTS

12. RECESS TO CLOSED SESSION

The City Council will meet in closed session pursuant to Minn. Stat. 13D.05, subd.3 to evaluate the

performance of the City Administrator, Shane Fineran.

13. ADJOURN REGULAR MEETINGOFFICE OF THE CITY ADMINISTRATOR

Shane Fineran

Work Session: None

UPCOMING CALENDAR OF EVENTS/MEETINGS:

City Council Meeting - December 19th at 6:00 p.m.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		December 5, 2022					
Item Name:		PUBLIC HEARING - Ordinance Changing Street Names - City of Waconia					
Originating Department:		Community Development					
Presented by:		Lane Braaten					
Previous Council Action (if any):							
Item Type (X only one):	Consent		Regular Session	X	Discussion Session		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Ordinance No. 754 changing the street currently named “Campfire Court” to “Campfire Drive East” and changing the section of “Oak Avenue” lying north of Waconia Parkway South to “Oak Court”.							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The City Council, at their regular meeting on November 7th, 2022, approved the public hearing notice to review the renaming of Campfire Court and the section of Oak Avenue lying northerly of Waconia Parkway South. Minnesota Statutes, §412.221, Subd. 18, grants the City authority to name and rename streets within the City. The renaming is necessary to promote public safety by assigning property addresses to properties using a consistent methodology. This will provide clarity to first responders trying to locate addresses in the afore-mentioned roadway sections. The proposed ordinance would rename two road sections and affect twelve individual single-family properties, including eight (8) properties along Campfire Court and four (4) properties along Oak Avenue. The renaming of the streets would also readdress each property accordingly. The renaming is necessary with the closing of a section of Oak Avenue and the opening of Campfire Court, which was previously a cul-de-sac. City staff is recommending approval of the proposed ordinance renaming Campfire Court to Campfire Drive East and renaming the section of Oak Avenue, lying north of Waconia Parkway South, to Oak Court. Upon approval of the ordinance staff will notify all property owners of the new street name and address associated with their parcels. Prior to this meeting all property owners were sent a public hearing notice regarding the possible street/road name change and to date we have not received any comments.							
Attachments:							
1. Ord 754_Renaming_Campfire_Ct_and_Oak_Ave.docx 2. Location Map_Campfire Court.pdf 3. Location Map_Oak Court.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
ORDINANCE NO. 754
AN ORDINANCE CHANGING A STREET NAME

The City Council of the City of Waconia, Minnesota (the “City”) ordains:

FINDINGS AND PURPOSE

Minnesota Statutes, §412.221, Subd. 18, grants the City authority to name and rename streets within the City. The City Council finds that renaming the street currently designated as “Campfire Court” to “Campfire Drive East” and renaming the section of “Oak Avenue” lying north of Waconia Parkway South to “Oak Court” will promote public safety because it will allow the City to assign property addresses to adjacent properties using a methodology consistent with other addresses in the City. This will provide clarity to first responders trying to locate addresses along the identified streets when they are responding to emergencies.

ORDINANCE

The street currently named “Campfire Court”, located between Starlight Drive and Campfire Drive East, is renamed “Campfire Drive East”.

The section of street named “Oak Avenue” located north of Waconia Parkway South and terminating at Kinder Drive, is renamed “Oak Court”.

EFFECTIVE DATE

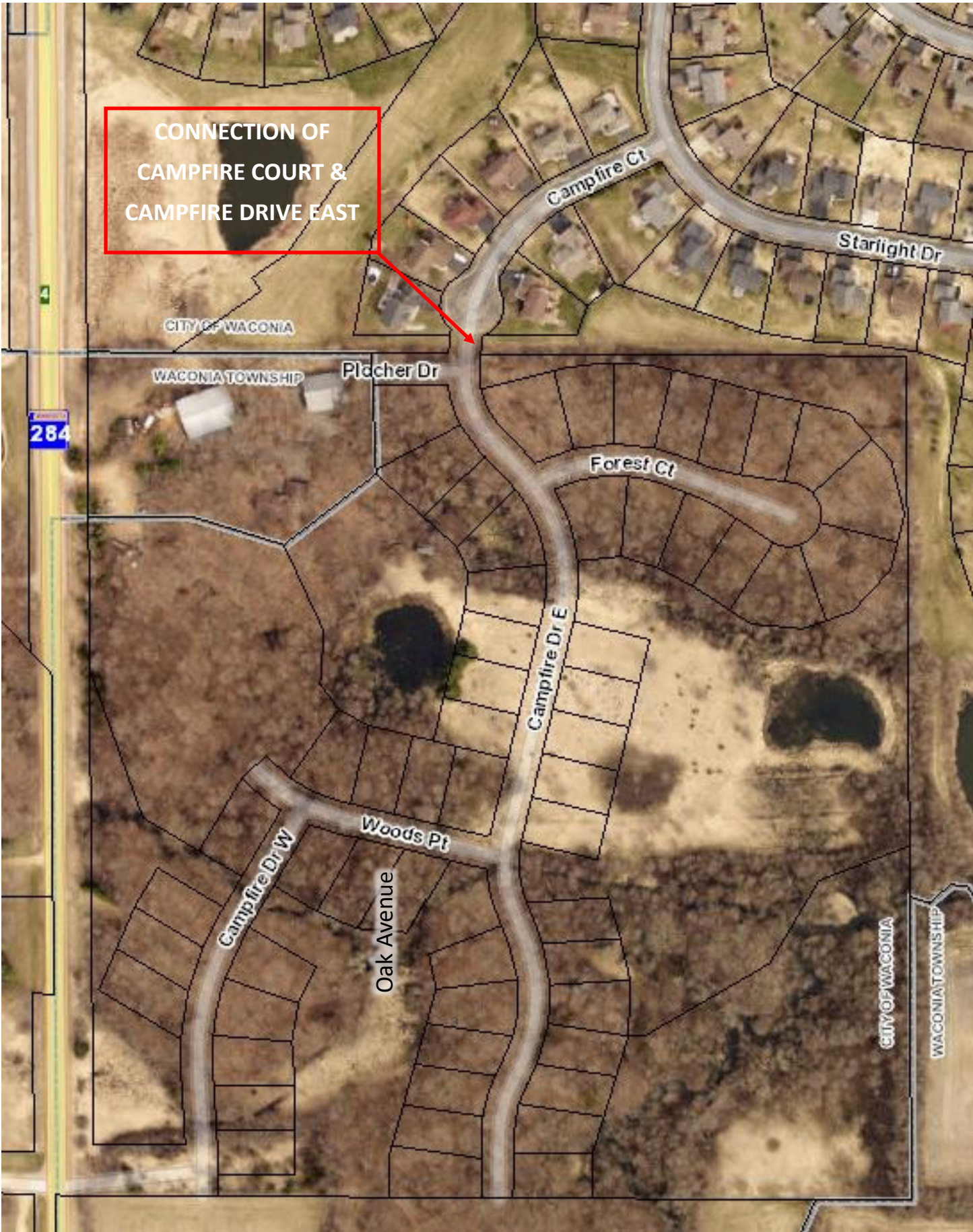
This ordinance is effective upon publication.

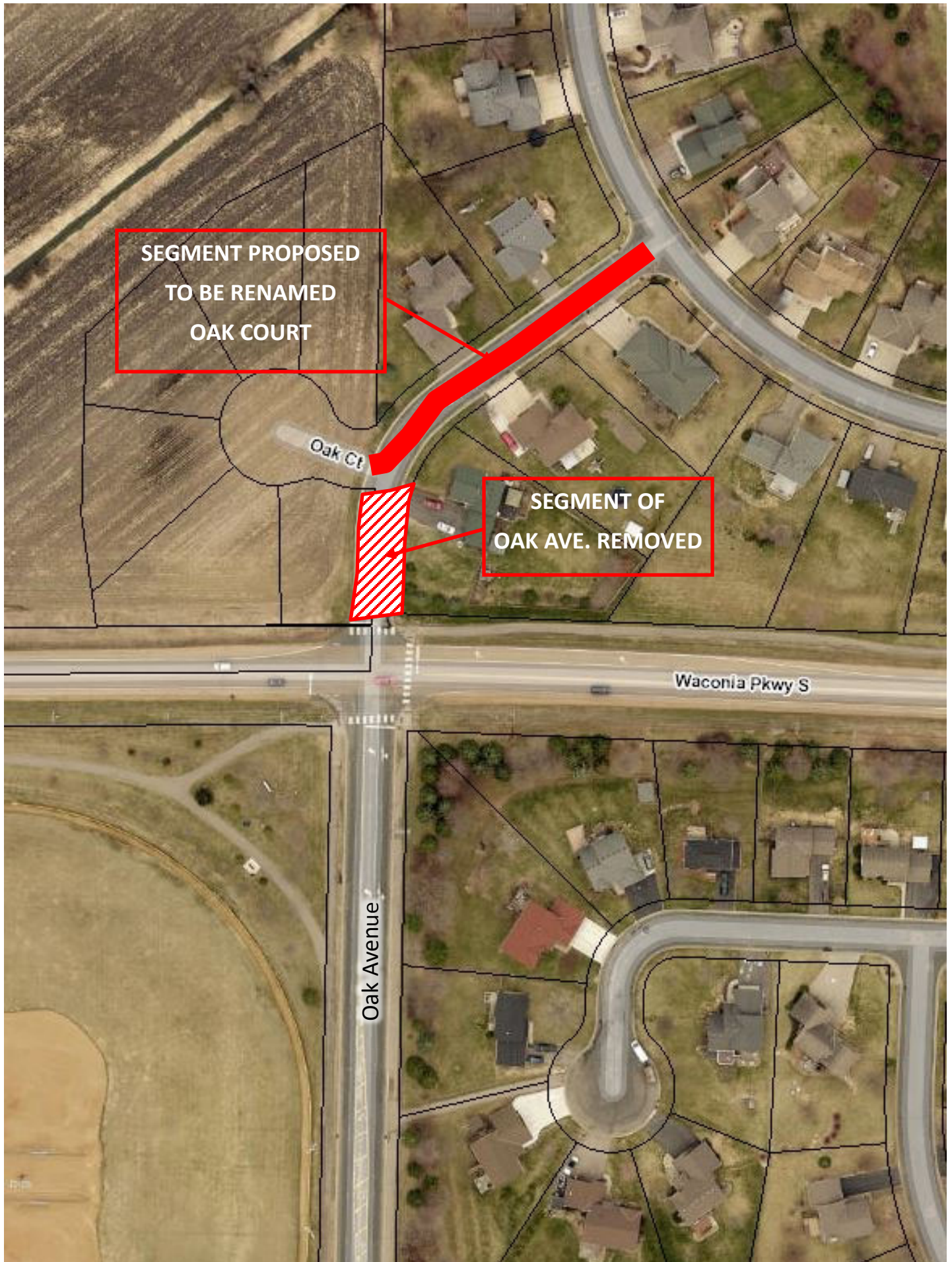
Passed and adopted by the City Council of the City of Waconia this 5th day of December, 2022.

Kent Bloudek, Mayor

ATTEST: _____
Jackie Schulze, City Clerk

LOCATION MAP—CAMPFIRE COURT UPDATE







REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	December 5, 2022
Item Name:	2023 Fee Schedule Ordinance Amendment
Originating Department:	Finance
Presented by:	Amanda Ortloff
Previous Council Action (if any):	November 7, 2022 - Call Public Hearing - Revision to City's Fee Schedule: Waconia City Code - Chapter 1100

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

Call Public Hearing to Order and Accept Comments

Motion to Close the Public Hearing

Adopt Ordinance No. 755 amending chapter 1100 of the Waconia City Code related to permits, licenses, and fees to authorize summary publication

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

Under Minnesota law, the City must hold a public hearing before a zoning ordinance is amended. Chapter 1100 of the City's Code contains zoning and land use fees charged by the City. Changes to these types of fees require a public hearing. Therefore, the city will hold a public hearing for the entire fee schedule each year to avoid inadvertently violating the requirement for land use/zoning fee changes. The fee schedule changes do also include fee changes that are incorporated into the 2023 budget. Other corrections and updates have been added for items that have changed in cost or are added services provided by the City throughout 2022.

These fee changes are to be effective January 1st, 2023 after adoption.

With the City Council's approval, staff will publish the updated fee information in the Waconia Patriot and update Ordinance 1100 on the City's website.

Attachments:

1. [Ord 755 Master Form Fee Schedule Changes](#)

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

CITY OF WACONIA ORDINANCE NO. 755

AN ORDINANCE AMENDING CHAPTER 1100 OF THE WACONIA CITY CODE RELATED TO PERMITS, LICENSES, AND FEES

The City Council of the City of Waconia does hereby ordain:

SECTION 1. Chapter 1100 of the Waconia City Code is hereby amended as shown, effective January 1, 2023.

Department	Fee Description	Current Rate	Proposed New	Unit	Related Code	Additional Information
Recreation						
Safari Island						
Memberships						
	Adult Non-Resident	\$ 495.00	\$ 555.00	Annual	235	Plus Tax
	Adult Plus One Non-Resident	\$ 605.00	\$ 665.00	Annual	235	Plus Tax
	Adult Non-Resident Military	\$ 385.00	\$ 445.00	Annual	235	Plus Tax
	Youth/Senior Non-Resident	\$ 385.00	\$ 445.00	Annual	235	Plus Tax
	Family Non-Resident	\$ 715.00	\$ 775.00	Annual	235	Plus Tax
	Family Non-Resident Military	\$ 605.00	\$ 665.00	Annual	235	Plus Tax
	Monthly Membership Administrative Fee	\$ 59.00	\$ 30.00	Each	235	Plus Tax
Daily Entrance Fee						
	Track Use Pass	\$ 2.00	\$ 4.00	Day		Includes Tax
	10 Visit Track Punch Pass	\$ 17.50	\$ 36.00	Card		Includes Tax
	20 Visit Track Punch Pass		\$ 72.00	Card		Includes Tax
	30 Visit Track Punch Pass	\$ 45.00	\$ -	Card		REMOVE FROM FEE SCHEDULE
Recreation						
Ice Arena						
Ice Rental						
	Winter Non-Prime Season Fee	\$ 150.00	\$ 165.00	Hour		Plus Tax
	Summer Prime Season Fee	\$ 150.00	\$ 165.00	Hour		Plus Tax
Open Skate						
	Adult	\$ 4.00	\$ 5.00	Day		Includes Tax
	Youth/Senior	\$ 3.00	\$ 4.00	Day		Includes Tax
	Adult Punch Pass	\$ 32.00	\$ 40.00	Each		Includes Tax
	Youth Open Skate Punch Pass	\$ 24.00	\$ 32.00	Each		Includes Tax
	Skate Sharpening	\$ 5.00	\$ 6.00	Each		Includes Tax
Streets						
Winter Maintenance Liquids						
	Salt Brine - Apex C90/10		\$ 0.72	Gallon		
	Salt Brine - Apex C80/20		\$ 0.87	Gallon		
	Salt Brine Road Guard 8 - 80%/20%	\$ 0.80	\$ -	Gallon		REMOVE FROM FEE SCHEDULE
	Salt Brine Road Guard 8 - 90%/10%	\$ 0.56	\$ -	Gallon		REMOVE FROM FEE SCHEDULE
	Salt Brine AMP 80%/20% Mix	\$ 0.80	\$ -	Gallon		REMOVE FROM FEE SCHEDULE
Sewer						
	Sewer Trunk Charge	\$ 3,000.00	\$ 3,300.00	Unit	409.02	Commercial: Multiple times the number of SAC determined by
Residential Usage						
	Monthly Base	\$ 13.85	\$ 15.24	Month	406.01	
	Tier One (Zero to 3,000)	\$ 5.10	\$ 5.46	Per 1,000 gallons	406.01	Based on actual water usage for each month January, February, March, April, November, and December; thence monthly based on the average of water usage during January, February, March, April, November, and December or the first full monthly billing period, whichever is less.
	Tier Two (3,001 to 6,000)	\$ 5.61	\$ 6.00	Per 1,000 gallons	406.01	
	Tier Three (6,001 to 12,000)	\$ 6.22	\$ 6.66	Per 1,000 gallons	406.01	
	Tier Four (12,001 and over)	\$ 6.83	\$ 7.31	Per 1,000 gallons	406.01	
	Sewer Only (no City Water Service)	\$ 40.37	\$ 43.62	Month	406.01	Residential Only
Commercial/Industrial Usage						
	Monthly Base	\$ 13.85	\$ 15.24	Month	406.01	
Water						
	Water Trunk Charge	\$ 5,000.00	\$ 5,100.00	Unit	412.02	Commercial: Multiple times the number of SAC determined by
	Bulk Water Charge	\$ 5.92	\$ 6.03	Per 1,000 gallons	410.2	Minimum 1,000 gallons/Plus Tax
Residential Usage						
	Monthly Base	\$ 7.60	\$ 7.75	Month	410	
	Tier One (Zero to 3,000)	\$ 2.91	\$ 2.97	Per 1,000 gallons	410	
	Tier Two (3,001 to 6,000)	\$ 3.16	\$ 3.23	Per 1,000 gallons	410	
	Tier Three (6,001 to 12,000)	\$ 3.42	\$ 3.49	Per 1,000 gallons	410	
	Tier Four (12,001 and over)	\$ 3.72	\$ 3.80	Per 1,000 gallons	410	
	Residential Summer Use				410	over allotted irrigation amount (30,000 gallons) & winter usage average.
	Move Out Final Bill	\$ 86.00	\$ 92.00	Move	410	
Commercial/Industrial Usage						
	Monthly Base	\$ 7.60	\$ 7.75	Month	410	Plus Tax
	Tier One (Zero to 3,000)	\$ 2.91	\$ 2.97	Per 1,000 gallons	410	Plus Tax
	Tier Two (3,001 to 6,000)	\$ 3.16	\$ 3.23	Per 1,000 gallons	410	Plus Tax
	Tier Three (6,001 to 12,000)	\$ 3.42	\$ 3.49	Per 1,000 gallons	410	Plus Tax
	Tier Four (12,001 and over)	\$ 3.72	\$ 3.80	Per 1,000 gallons	410	Plus Tax
Storm Water						
	Storm Water Trunk Charge-Residential	\$ 2,850.00	\$ 2,900.00	Unit	413.04	
	Reuse Volume Credit Development Off-Site on City Parcels		Varies on Site Analysis & Review	Formula Factor of Required Cubic Foot Volume Requirements		Determination of City Available Credits: Developer may utilize city irrigation sites with current irrigation systems installed. Fee on per-acre charge applicable. Annual cubic foot volume requirements- x - current reuse irrigation costs including monthly base & tier one use
Residential & Commercial Usage						
	Single Family Residence	\$ 19.26	\$ 21.19	Month	413.03	
	Duplex	\$ 23.63	\$ 26.00	Month	413.03	
	Minimum Commercial	\$ 43.70	\$ 48.07	Month	413.03	Greater of Base Fee or Multiplier
	Minimum Multi-Tenant Commercial	\$ 43.70	\$ 48.07	Month	413.03	
	Commercial/Business Storm Water Multiplier	\$ 92.69	\$ 101.96	Formula	413.03	Total monthly fee = Impervious Surface x Acreage x Multiplier
Reuse Usage						
	Monthly Base	\$ 7.60	\$ 7.75	Month	415.05	

Street Lights						
Residential Usage						
	Single Family	\$	3.20	\$	3.26	Month 414.03
	Duplex	\$	6.40	\$	6.53	Month 414.03
	Multiplex	\$	20.40	\$	20.81	Month 414.03
Commercial, Small Institutional, Industrial						
	.01 to 1.0 Acres	\$	20.40	\$	20.81	Month 414.03
	1.01 to 2.0 Acres	\$	27.30	\$	27.85	Month 414.03
	2.01 to 4.0 Acres	\$	40.80	\$	41.62	Month 414.03
	4.01 to 10.0 Acres	\$	60.70	\$	61.91	Month 414.03
	10.01 to 100 Acres	\$	68.35	\$	69.72	Month 414.03
	Multiplex	\$	20.40	\$	20.81	Month 414.03
Fire						
Fire Lock Boxes						
	Fire Lock Box S-2	\$	139.70	\$	158.40	Each Plus Tax
	Fire Lock Box S-3	\$	149.00	\$	210.10	Each Plus Tax
	Fire Lock Box R-2	\$	186.20	\$	-	Each REMOVE FROM FEE SCHEDULE
	Fire Lock Box R-3	\$	218.80	\$	273.90	Each Plus Tax
License & Permits						
Recreational						
	Special Event Permit		\$	100.00	Event	
Parking & Transportation						
	Towing Charge/Storage Fees	\$	245.00	\$	-	Offense 634.01 REMOVE FROM FEE SCHEDULE
	Towing Charge/Vendor Admin Fee			\$	160.00	Offense 634.01 Contract Service with Local Vendor (Minimum Fee)
	Towing Charge Vehicle Storage			\$	40.00	Day 634.01 Minimum 1 Day Charge
	Towing Charge City Admin Fee			\$	168.00	Offense 634.01 Based on Staff Rates (1 Hour Administrative Services, 1 Hour
Animals						
	Dogs Running at Large	\$	35.00	\$	-	Offense 560.02 REMOVE FROM FEE SCHEDULE
	Impoundment		Actual Costs	\$	-	Offense 560.05 REMOVE FROM FEE SCHEDULE
	Adoption Fee		Actual Costs	\$	-	Each 560.06 REMOVE FROM FEE SCHEDULE
	Special Vehicle Permit Fee	\$	50.00	\$	100.00	Each 680.04 Permit good for 3 years.
Administrative Services						
Maps & Copies						
	16" x 16" Map	\$	5.00	\$	-	Each Misc.
	44" x 42" Map	\$	10.00	\$	-	Each Misc.
Meeting Rooms & Equipment						
Special Discounts Apply to Non-Profit Groups & Governmental Groups Renting at City Hall. Please Call City Hall for Details.						
	Council Chamber	\$	30.00	\$	-	Hour Misc. REMOVE FROM FEE SCHEDULE
Finance Charges						
	Returned Check Fee	\$	30.00	\$	35.00	Each Misc.
	Refund Processing Fee (Check or Credit Card)	\$	5.00	\$	10.00	Each Misc.
Application Fees						
	Revolving Loan Application Fee			Varies		1% of the total request loan amount
	Trunk Fee Payment Plan Application Fee			\$	100.00	
	Small Business Trunk Fee Deferral Plan Application Fee			\$	100.00	
	Municipal Subsidy Application Fee			Varies		Non-refundable fee of \$5,000 or 2% of the requested municipal subsidy. See Municipal Policy & Guidelines document.
Staff Time Rates						
	Administrative Services	\$	65.00	\$	83.00	Hour Misc.
	Planning & Zoning	\$	78.00	\$	83.00	Hour Misc.
	Public Works Maintenance Labor	\$	47.00	\$	85.00	Hour Misc.
	Public Works Maintenance Labor - Seasonal Staffing	\$	16.00	\$	18.00	Hour Misc.
	Utility Maintenance Labor	\$	50.00	\$	87.00	Hour Misc.
	Public Services Administrative	\$	78.00	\$	85.00	Hour Misc.
	Fire Administrative	\$	-	\$	77.00	Hour Misc.
	Fire Personnel	\$	49.00	\$	18.00	Hour Misc.
Public Services Equipment Charges						
	Chipper	\$	-	\$	65.00	Hour
	Tractor - Attachment	\$	-	\$	95.00	Hour

SECTION 2. The remainder of Section 1100 of the Waconia City Code shall remain in full force and effect.

SECTION 3. This ordinance shall become effective upon passage, approval, and publication according to law.

SUMMARY

The following official summary of Ordinance No. 755 has been approved by a four-fifths vote of the City Council of the City of Waconia as clearly informing the public of the intent and effect of Ordinance:

AN ORDINANCE AMENDING CHAPTER 1100 REGARDING FEE SCHEDULE

has been amended to include updated fees based on the City of Waconia's approved 2023 budgets that are effective January 1, 2023.

The full text of the ordinance is available for public inspection during regular office hours at the office of the City Clerk, 201 South Vine Street, Waconia, and shall be posted by law. Any person may request the City to send the full text of the ordinance via standard electronic mail by calling City Hall at (952) 442-2184.

Adopted by the City Council of the City of Waconia this 5th day of December, 2022.

Kent Bloudek, Mayor

ATTEST: _____
Jackie Schulze, City Clerk



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		December 5, 2022					
Item Name:		November 21, 2022 City Council Meeting Minutes					
Originating Department:		Administration					
Presented by:		Ann Meyerhoff					
Previous Council Action (if any):							
Item Type (X only one):	Consent	X	Regular Session		Discussion Session		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Approve November 21, 2022 City Council Meeting Minutes							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Attachments: 1. Minutes 11-21-2022.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information: ☐ Budgeted ☐ Non Budgeted ☐ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			

CITY OF WACONIA
November 21, 2022

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

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

Staff Present: Shane Fineran, Jackie Schulze, Lane Braaten, Craig Eldred, Amanda Ortloff, Ann Meyerhoff

2) [PLEDGE OF ALLEGIANCE](#)

3) [OATH OF OFFICE - STEVE YETZER](#)

Christophe Morschen from Melchert Hubert Sjodin performed the Oath of Office to Steve Yetzer for City Council.

4) [ADOPT AGENDA](#)

Motion by Randy Sorensen, seconded by Nicole Waldron 4) ADOPT AGENDA
MOTION carried

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

6) [ADOPT CONSENT AGENDA](#)

6.1 November 7, 2022 City Council Meeting Minutes

[Cover Page](#)

[Minutes 11-7-22.pdf](#)

6.2 November 14, 2022 Special City Council Meeting Minutes

[Cover Page](#)

[Minutes 11-14-2022.pdf](#)

6.3 November 21, 2022 Expenditures

[Cover Page](#)

[Council List-Expenditures 11.21.2022_Other.pdf](#)

[Council List-Expenditures 11.21.2022_Purchasing Card.pdf](#)

[Council List-Expenditures 11.21.2022_Regular.pdf](#)

- 6.4 Contractor Pay Request - Waconia 2022 Infrastructure Improvements - Stormwater Improvements by Schneider Excavating & Grading

[Cover Page](#)

[2022-11-10 2022 Project Payment to Schneider.pdf](#)

- 6.5 Contractor Pay Request #8-Final - L-52 Lift Station Upgrade

[Cover Page](#)

[2022-11-14 L52 Payment #8.pdf](#)

- 6.6 Rink Management Services Corporation Waconia Ice Arena Expenditures Incurred October 2022

[Cover Page](#)

[Waconia Ice Arena Bills Applied Payments Oct '22.pdf](#)

- 6.7 Rink Management Services Corporation Safari Island Community Center Expenditures Incurred October 2022

[Cover Page](#)

[Safari Island Bills Applied Payments Oct '22.pdf](#)

- 6.8 Authorization to Solicit Bids for Safari Island Pool Filter Project

[Cover Page](#)

[22295res_Pool_Filter_Authorization_to_Bid.doc](#)

[RFB Rec and Lap Pools](#)

- 6.9 Authorize Approval of Sale or Disposal of Surplus Equipment

[Cover Page](#)

[22296res_Resolution_Surplus_Equipment.doc](#)

Motion by Nicole Waldron, seconded by Pete Leo 6) ADOPT CONSENT AGENDA
MOTION carried

7) COUNCIL BUSINESS

7.1 [Interim Use Permit - 241 Olive Street South](#)

[Cover Page](#)

[22297res_IUP_241_Olive_Street_South.docx](#)

[Location Map - 241 Olive Street South.pdf](#)

[Public Hearing_IUP_241 Olive Street South.pdf](#)

[Applicant Statement.pdf](#)

[Applicant Interim Use Permit Plan.pdf](#)

Lane Braaten presented an application for an Interim Use Permit at 241 Olive Street South. The applicant, Brad Kerber would like to use the parcel as a temporary construction office. The subject parcel is zoned R-2, Single-Family Residential. City Council approved the Site Plan for construction of an apartment building on the property located at 233 Olive Street South, which is directly adjacent to the subject parcel to the north.

The Planning Commission, at their regular meeting on November 3, 2022, held the required public hearing, took all public comment, and recommended approval of the Interim Use Permit to allow the temporary use of the property at 241 Olive Street South as a construction office via a 3-0 vote with 10 conditions.

Brad Kerber, Waconia Investment Group, spoke stating that the plan for the house after the apartments are done is to fix it up and resell as a residential property.

Braaten mentioned that the main concern at the planning commission meeting was about maintenance with snow removal and mowing of grass.

Motion by Pete Leo, seconded by Nicole Waldron Adopt Resolution 2022-297 approving the Interim Use Permit (IUP) to allow temporary use of the property at 241 Olive Street South as a construction office while the new apartment building at 233 Olive Street South is being constructed.

MOTION carried

7.2 [Approval of Amended Winter Maintenance Policy](#)

[Cover Page](#)

[22298res Accepting_Amended_Winter_Maintenance_Policy_Resolution.doc](#)

[Non Approve WM Policy 2022 - 23.pdf](#)

Craig Eldred stated that annually we amend our Winter Maintenance Policy referencing operational and maintenance plans for the winter seasons. The policy hasn't been updated since the fall of calendar year 2020.

Updated and alterations to the policy include:

1. Updates for Sidewalks and Trails including the Day One and Day Two service level stand points. In addition the added segment of Carver County Regional Park with service costs being funded by Carver County as approved by City Council in May of 2022.
2. Coordination with other jurisdictions detailing roadways added by the municipal developments over the past two years.
3. Minor updates to tables with reference to Streets, Sidewalks, Trails and Parking lot priorities.

Once approved and updated version of the Winter Maintenance Policy will be on the City Website.

Motion by Nicole Waldron, seconded by Randy Sorensen Adopt Resolution 2022-298; Approval & Accepting Amended Winter Maintenance Policy For 2022-2023

MOTION carried

8) ITEMS REMOVED FROM CONSENT AGENDA

9) STAFF REPORTS

10) BOARD REPORTS

Council Member Waldron: Attended the Chamber lunch at Crown College for a seminar on leadership which was well attended.

Sat in on the Southwest Transportation Coalition and was notified that the City of Waconia has been awarded 7 million dollars for the Hwy 5 project between Hwy 284 and Main Street.

11) ANNOUNCEMENTS

Saturday, November 26th, Candy Cane Hunt at 10:30 a.m. at City Square Park,
11:00 a.m. Santa will be at Fire Station

12) ADJOURN REGULAR MEETING

Motion by Randy Sorensen, seconded by Nicole Waldron 12) ADJOURN REGULAR MEETING at 6:19 p.m.

MOTION carried

Work Session:

UPCOMING CALENDAR OF EVENTS/MEETINGS:

Kent Bloudek, Mayor

ATTEST: _____

Ann Meyerhoff, Office Assistant



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		December 5, 2022					
Item Name:		December 5, 2022 Expenditures					
Originating Department:		Finance					
Presented by:		Amanda Ortloff					
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 December 5, 2022 Expenditures							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Attachments: 1. Council List-Expenditures 12.05.2022.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information: ☐ Budgeted ☐ Non Budgeted ☐ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			

CITY OF WACONIA
Council List-Expenditures
Meeting: December 5, 2022

VENDOR NAME	DESCRIPTION	AMOUNT	FUND / DEPARTMENT
ANCOM COMMUNICATIONS, INC.	Li-ION Battery	\$180.75	Fire
BKV GROUP	Fire Station Project-Architect	\$8,946.51	PIR Fund
CARVER COUNTY	2nd Half 2022 Police Contract	\$417,288.00	Law Enforcement
CARVER COUNTY FIRE DEPT MUTUAL AID ASSOC	2022 Annual Dues	\$800.00	Fire
CCP NI MASTER TENANT 4, LLC	Solar Electric 10.2022	\$1,227.75	Central Facilities
CCP NI MASTER TENANT 4, LLC	Solar Electric 10.2022	\$25.34	Water Utility Fund
CCP NI MASTER TENANT 4, LLC	Solar Electric 10.2022	\$1,175.93	Sewer Utility Fund
CCP NI MASTER TENANT 4, LLC	Solar Electric 10.2022	\$568.25	Street Light Utility Fund
C-D PRODUCTS, INC.	Council Name Plates	\$72.00	Administration
CHOICE ELECTRIC INC	Waconia Parkway South Imp	\$157,051.43	PIR Fund
COMMERCIAL ASPHALT COMPANY	Starlight Dr Base Asphalt	\$9,246.27	Streets
ELECTRIC PUMP, INC.	Sewer SCADA Software	\$11,557.50	Sewer Utility Fund
ELECTRIC PUMP, INC.	Transducer Repair	\$845.00	Sewer Utility Fund
FIRE CATT, LLC	Fire Hose Testing	\$2,809.80	Fire
FIRST DUE	Fire Software	\$802.50	Technology
KUECHLE UNDERGROUND INC	East Frontage Road Project	\$6,792.16	Water Utility Fund
KUECHLE UNDERGROUND INC	Crosswinds Pond Work	\$2,785.76	Storm Water Fund
MARCO TECHNOLOGIES, LLC	Azure Subscript 10.16-11.15.22	\$42.18	Technology
MARCO TECHNOLOGIES, LLC	Cisco Insights 11.16-12.15.22	\$210.00	Technology
MARCO TECHNOLOGIES, LLC	County GIS Down - IT Support	\$350.00	Technology
MARCO TECHNOLOGIES, LLC	Unify It On Demand 11.18-12.17	\$709.46	Technology
MN DEPARTMENT OF HEALTH	Water Connection Fees Q4.2022	\$11,164.00	Water Utility Fund
MOTOROLA SOLUTIONS, INC.	Tower 11 Mobile Radio	\$6,360.80	Fire
NCPERS GROUP LIFE INS.	Premiums 12.2022	\$64.00	Personnel Liabilities
QUALITY COUNTS, LLC	MSA Street Traffic Count	\$985.00	Streets
STORMS WELDING & MFG INC	Plow Frame Welding Repair	\$755.75	Streets
WM MUELLER & SONS INC	3/8" Fine Gravel	\$1,339.66	Streets
Grand Total		\$644,155.80	

The above bills have been approved for payment at the regular City Council Meeting on December 5, 2022.
Authorized and ordered for payment:

Mayor

City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		December 5, 2022					
Item Name:		Approve Uniform Agreement					
Originating Department:		Public Services					
Presented by:		Craig Eldred					
Previous Council Action (if any):		None					
Item Type (X only one):	Consent	X	Regular Session		Discussion Session		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution 2022-299, Approving Uniform Agreement with HUEBSCH-Services for Employee Uniforms							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Public Services has maintained a uniform contract for many years with the most recent being with G&K which were bought out by Cintas a few years ago. Upon acquisition of G&K, Cintas service level provided to the city of Waconia declined to a point where it was taking a considerable amount of staff time to reach back to the company with no service improvement. Aside from the service issues several other factors weighed into our desire to seek an outside price for uniform services. Staff were already wearing most of their own work clothes, so we decided to disconnect with Cintas in early July of 2022. Staff desired a certain uniform reflective of what they typically worked in during the summer months and would engage in alternative items in the fall and winter seasons. Staff contacted two companies; Unifirst and Huebsch-Services to find out what uniform items they could supply and maintain meeting the staff's desire. As a result of several meetings and discussions with the two companies staff were comfortable with Huebsch-Services since they could provide the reflective work shirt and pant options for maintenance staff. The Fleet Mechanic's will be outfitted with a different shirt due to their engagement with equipment and services rendered to such. In addition to uniform services shop towels, hand towels and dispensers along with rugs will be a component of the weekly charges for uniforms and services. Much like the items previously supplied by Cintas. Costs for the uniform and facility items have been budgeted for calendar year 2023. Uniforms from Huebsch will be available to staff on December 14th, 2022. Staff will be able to purchase additional safety and cold weather gear from a Huebsch website with utilization of their safety equipment dollars. Attached Council will find an executed agreement with Huebsch Services to allow the uniforms tried on and sized for each staff member, and a weekly EOW document detailing the costs. Staff recommends approval of this request as provided supporting the initiatives taken to meet the safety requirements necessary for maintenance staff working in and on public infrastructure assets.							
Attachments:							
1. 22299res_Uniform_Contract_Huebsch-Services.doc 2. Executed Waconia MN Agreement Form.pdf 3. Weekly and EOW Invoice Less Tax.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
All Public Service Department Budgets; Park Street,							
Utilities							

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

**CITY OF WACONIA
RESOLUTION NO. 2022-299**

RESOLUTION AUTHORIZING APPROVAL OF UNIFORM AGREEMENT WITH HUEBSCH-SERVICES FOR EMPLOYEE UNIFORMS

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

WHEREAS, staff by committee engaged two uniform companies for work wear; and

WHEREAS, staff after an attempt to work with one company found they didn’t have the correct uniform garments; and

WHEREAS, staff re-engaged with HUEBSCH Services who were able to provide the uniform garments desired by the committee via communication with staff.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of uniform agreement with HUEBSCH Services for employee uniforms.

Adopted by the City Council of the City of Waconia this 5th day of December, 2022.

Kent Bloudek, Mayor

Attest: _____
Jackie Schulze, City Clerk



Craig Eldred
310 10th Street East
Waconia, MN 55387



June 2022

**Improving your Company Image ■ Enhancing Workplace Safety
Peace of Mind in our Service Guarantee**

Benefits Included With a Huebsch Service Program

-  Fourth Generation, Family-Owned Business. Local Decision Makers.
-  Fair, Consistent and Accurate Invoicing and Pricing.
-  Route Service Representative that can address questions and concerns each service day.
-  UniPrep Program – No additional fees for prep, size exchanges, and sublimated emblems – NO SET UP CHARGES
-  UniGuard Plus – No additional fees for replacement garments due to normal wear and tear. Damage or loss charges will be assessed for garments returned unusable if not fully depreciated or unreturned after employment ends.
-  HuebschGuard includes automatic protection from any accidental loss or damaged item otherwise returned un-usable to Huebsch. Protection covers floor mats, towels, dust, and wet mops.
-  WEP – Covers water, energy, production and delivery costs associated with your account.
-  Scheduled Quarterly Reviews with Huebsch Route Manager.

Customer-Focused Production

-  Your Route Service representative will collect the soiled uniforms at your facility.
-  At our facility, your garments are laundered and inspected by the same small employee team every week.
-  We use a cellular process in the washroom, and wash uniforms by customer to limit garment loss and the risk of cross-contamination.
-  We check pockets for forgotten items, wash, dry, and mend your garments.
-  Each garment is accurately sorted by wearer and returned to you on your service day.





Craig Eldred
310 10th Street East
Waconia, MN 55387



June 2022

RELIABLE UNIFORM SERVICE FOCUSED ON YOU

Sample Invoice for Weekly Service-

<u>Quantity</u>	<u>Item Description</u>	<u>Additional Information</u>	<u>Frequency</u>
242	Hi Vis T-Shirt,		Weekly
22	GI Ind Shirt		Weekly
171	Navy Cargo Pant		Weekly
33	Relaxed Fit Jean		Weekly
38	Dickies Carpenter Jean		Weekly
375	Shop Towels		Weekly
10	CRT Rolls		Weekly
5	CRT Dispenser		Weekly
ESTIMATED TOTAL WITHOUT TAX =			\$372.82

Sample Invoice for EOW- When we come and switch out your mats

<u>Quantity</u>	<u>Item Description</u>	<u>Additional Information</u>	<u>Frequency</u>
242	Hi Vis T-Shirt,		Weekly
22	GI Ind Shirt		Weekly
171	Navy Cargo Pant		Weekly
33	Relaxed Fit Jean		Weekly
38	Dickies Carpenter Jean		Weekly
375	Shop Towels		Weekly
10	CRT Rolls		Weekly
5	CRT Dispenser		Weekly
5	3x5 Brush		EOW
1	3x5 WaterHog		EOW
4	3x10 Brush		EOW
4	4x6 Brush		EOW
ESTIMATED TOTAL WITHOUT TAX =			\$469.69



Shondra Fredrickson • Direct Dial (651)-686-2331 • Fax (651)-452-5896 • Shondraf@huebsch-services.com



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		December 5, 2022					
Item Name:		Approve Lease Agreement					
Originating Department:		Public Services					
Presented by:		Craig Eldred					
Previous Council Action (if any):		December 20, 2021; Adopted 2022 City of Waconia Budgets					
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 2022-300; Authorizing Approval of Lease Agreement With Ziegler, Inc. For Loader Rental; Winter Operations							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
In 2021 staff obtained pricing for rental of a loader to assist in winter operations. A component of this request was the acquisition of a loader plow as ownership and operations of snow removal and the loader rental for plowing and assisting in removal operations. The focus of the Ziegler Cat loader allows staff flexibility in using either of the snow blowers with the rental unit, pushing up snow with bucket provided, and operations of the loader plow. With the increased roadway miles to maintain in winter operations staff felt this was a way to off-set the addition of another dump truck. The rental agreement was previously executed to hold a loader for the months of November, 2022 through March of 2023. The funds for the rental payments were budgeted under the Street Budget, Rental Leasing Costs. Staff requested a 930 unit, but received a 950 due to the supply of 930 units. Staff recommend approval of this request allowing staff to meet service level expectations for winter operations.							
<u>Attachments:</u>							
1. 22300res Rental Loader Resolution 2022.doc 2. Executed Waconia Loader Rental Form.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Street, Rental Leasing Costs							
Budget Information:				Planning Commission			
☒ Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2022-300**

**RESOLUTION AUTHORIZING APPROVAL OF LEASE AGREEMENT WITH ZIEGLER, INC.
FOR LOADER RENTAL; WINTER OPERATIONS**

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

WHEREAS, staff budgeted costs for a loader rental which coincided with the acquisition of the Shoule loader plow early January 2022; and

WHEREAS, to allow staff the ability to utilize the rental loader for more than plowing we single sourced a Cat Model loader; and

WHEREAS, the loader rate is that of a smaller version due to availability of the requested size.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of lease agreement with Ziegler, Inc. for Loader Rental; Winter Operations.

Adopted by the City Council of the City of Waconia this 5th day of December, 2022.

Kent Bloudek, Mayor

Attest: _____
Jackie Schulze, City Clerk

A/C No. 9373500**LESSOR:**ZIEGLER INC.
901 W. 94th Street
Minneapolis, MN 55420Salesperson: Corey R. Knuppel**LESSEE:**Customer Legal Name: CITY OF WACONIACustomer Contact: Craig EldredAddress: 201 S VINE STWACONIA, MN 55387Phone: 952-442-2184

Email: _____

Subject to the terms of this agreement, Lessor and Lessee hereby agree as follows:

Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the following described equipment (collectively, the "Equipment").

Ziegler ID No. / Hours	Manufacturer	Model Name	Model Number	Serial/VIN
?? ??	CAT	MWL	950M	??

FOB: _____ Freight Charge: \$ _____ SHIP TO: (if different than above): _____

Risk of loss to the Equipment passes to Lessee on delivery of the Equipment to a licensed carrier or Lessee's receipt of the Equipment at Lessor's location.

LEASE TERM	RENTAL RATE	PAYMENT
☐ Spring	☐ \$ _____ up to _____ hours	☐ Weekly
☐ Fall	☐ \$ _____ /Day (8 hours)	☐ Monthly
☐ Full Year	☐ \$ _____ /Week (_____ hours)*	☐ Total in advance
☐ _____ days	☐ \$ 9400 /Month (50 hours)*	
☐ _____ weeks	☐ _____ Miles/per Month	
☐ _____ months	Excess Usage Rate: \$ 78/hr	All payments are due in advance.
☒ Other: <u>Snow Fighter</u>		
START DATE: <u>TBD</u>	*Unless otherwise stated, Week (40 hours) and Month (176) hours.	
PURCHASE OPTION: The Equipment may be purchased for \$ _____ less _____ rent paid, plus a carrying charge of _____ over prime on the unpaid balance, plus taxes and all other costs and expenses arising from the sale of the Equipment.		
ADDITIONAL TERMS AND CONDITIONS: requires fusion coupler and 3rd valve hydraulics. Minimum 4 month commitment Bucket included		

The Equipment is subject to availability, and until this agreement is signed by Lessor, this agreement will constitute Lessee's offer to lease Equipment and will not be binding upon Lessor.

THE LEASE OF ANY EQUIPMENT IS GOVERNED BY THE TERMS OF THIS AGREEMENT, INCLUDING THE TERMS ON THE FOLLOWING PAGES. The agreement will be effective on the last date signed by a party.

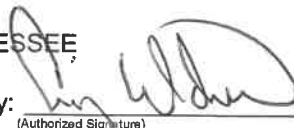
LESSOR: ZIEGLER INC.

By: _____
(Authorized Signature)

Name (Print): _____

Date: _____

LESSEE

By: 
(Authorized Signature)Name (Print): Craig EldredDate: September 6th, 2022

STANDARD TERMS

The Equipment is leased under these terms. Lessor rejects all different or additional terms submitted by Lessee, and any such terms will be void.

1. **INTELLECTUAL PROPERTY.** All intellectual property rights in the Equipment remain with the manufacturer, including all trademarks.
2. **TRUE LEASE.** The parties intend that this agreement constitutes a true lease under the Minnesota Uniform Commercial Code, as amended from time to time (the "UCC") and not a sale of the equipment subject to a security interest under Article 9 of the UCC to secure the purchase price of the Equipment. Lessor has title to the Equipment at all times. Lessee acquires no ownership, title, property, right, equity, or interest in the Equipment, other than its leasehold interest solely as lessee, subject to the terms of this agreement.
3. **LEASE TERM AND RENEWAL.** The term of this agreement will commence on the Start Date specified on page 1, and will continue for the period of the Lease Term specified on page 1. The term will automatically renew for like periods, unless either party gives the other party written notice of termination at least 30 days in advance of the expiration of any such period, in which event this agreement will terminate at the end of such period. Notwithstanding the foregoing, failure to promptly return the Equipment will result in automatic renewal. No allowance will be made for holidays, time in transit, or for any period of time that the Equipment may not be in actual use while in Lessee's possession.
4. **RENT AND EXCESS USAGE.** Lessee shall pay Lessor as rent the Rental Rate specified on page 1. Lessee shall pay Lessor for excess usage of the Equipment as additional rent, payable upon return of the Equipment. The rent for excess usage will be calculated based on each hour (or portion thereof) that the Equipment was used in excess of the applicable Lease Term multiplied by the Excess Usage Rate specified on page 1.
5. **PERSONAL PROPERTY.** The parties intend that each item of Equipment be and remain at all times personal property and not a fixture under applicable law, even if the item of Equipment, or any part of the Equipment, may be or becomes affixed to real property or any improvements. Upon Lessor's written request, Lessee shall obtain and provide to Lessor, from each real property owner, mortgagee, or lienholder for each location where Equipment is stored, a waiver of any interest that it may have in the Equipment arising from its interest in the real property.
6. **LABELS.** On or prior to the Start Date, for each item of Equipment, Lessee shall, at its expense, affix and maintain in a prominent position on each item of Equipment any plates, tags, stencils, or identifying labels provided by Lessor to indicate its ownership of the Equipment. Except as provided above, Lessee may not allow the name of any person or entity to be placed on the Equipment or cover-up, modify, or otherwise obstruct in any way Lessor's notice of ownership.
7. **LIENS.** Lessee shall maintain the Equipment free and clear of any claims, liens, or encumbrances. Lessee shall give Lessor immediate notice in case any Equipment is levied upon or becomes liable to seizure, for any reason.
8. **QUIET ENJOYMENT.** Provided Lessee is not in default, Lessor will not interfere with Lessee's quiet enjoyment of the Equipment during the term.
9. **PAYMENTS.** Lessee shall make all payments due under this agreement on the applicable due date in U.S. dollars in immediately available funds to Lessor at its address specified on page 1 or otherwise in writing from time to time. If any date on which a payment under this agreement becomes due and payable is not a business day, then Lessee shall make such payment on the next succeeding business day. Lessee shall pay prior to delinquency any and all taxes (including personal property taxes), assessments, licenses, and other government charges of any kind pertaining to the Equipment, including any charges based upon Lessee's leasehold interest in the Equipment, Lessor's ownership of the Equipment, and the leasing of the Equipment. Lessee shall pay all charges and expenses related to transportation of the Equipment, including delivery to Lessee and return to Lessor. Lessee shall pay all expenses of operating the Equipment.
10. **NON-CANCELABLE OBLIGATION.** Lessee's obligation to pay rent and all other amounts under this agreement is absolute and unconditional and is not subject to any abatement, counterclaim, defense, deferment, interruption, recoupment, reduction, or setoff for any reason whatsoever.
11. **LATE FEE.** If Lessee does not pay any amount payable to Lessor under this agreement by the due date, Lessee shall pay to Lessor a late fee equal to the lesser of 1.5% of the amount past due or the maximum amount allowed by law. Payment of any late charge does not excuse Lessee of any Event of Default (defined below). Late fees will be cumulative, and all payments will be applied first toward accrued late fees and second toward rent. Notwithstanding the foregoing, however, to the fullest extent permitted by applicable law, Lessor may apply any sums received from Lessee, in Lessor's discretion, to the obligations of this agreement or to any other obligations owed by Lessee to Lessor.
12. **EQUIPMENT PURPOSE.** Lessee represents that the Equipment will be used only for business, commercial, or agricultural purposes.
13. **USE OF EQUIPMENT.** Lessee shall possess and use the Equipment in a safe and prudent manner and in compliance with all applicable laws, regulations, and Equipment manuals and instructions. Prior to each use, Lessee shall inspect the Equipment to confirm that it is in good condition suitable for Lessee's intended use, without defects, and that the Equipment includes readable labels with operating and safety instructions. In the event of material damage or malfunction of the Equipment, Lessee shall immediately discontinue use of the Equipment and notify Lessor. Lessee represents that the Equipment will be operated within its rated capacity, and, Lessee will be responsible for the proper use of ground rod, where applicable. To reduce the likelihood and risk of personal injury and property damage, only direct employees of Lessee properly trained and qualified in its operation will operate the Equipment. No third parties, including subcontractors and independent contractors, may operate the Equipment without prior written consent from Lessor.
14. **RECEIPT OF EQUIPMENT.** Delivery of the Equipment will be deemed to have occurred upon Lessor's delivery to the carrier in the event of shipment or on Lessee's receipt of the Equipment at Lessor's location. If Lessee receives the Equipment from Lessor's location, Lessee will not allow any third party, including subcontractors and independent contractors, to transport the Equipment, other than recognized transportation carriers directly hired by Lessee. By accepting delivery, Lessee acknowledges receipt of the Equipment and all other devices and materials necessary to securely connect the Equipment to Lessee's or its transportation carrier's towing motor vehicle.
15. **MAINTENANCE, CARE, AND LOCATION.** By accepting delivery of the Equipment, Lessee acknowledges that the Equipment is in good condition and to Lessee's satisfaction. Lessee shall, at its own cost and expense, maintain the Equipment in good repair and working order, except ordinary wear and tear, and properly serviced and stored. Lessee shall, at its own cost and expense, furnish any parts necessary to keep the Equipment in good working condition. All replacement parts must be original manufacturer's parts. Any such additions will become the property of Lessor. Lessee shall pay Lessor, upon termination of this agreement, any sum Lessor incurs to restore the Equipment to good repair and working order. Lessee will be liable for any wear and tear beyond normal, including belt wear and tire damage on a wheel machine. Lessee agrees that no modifications or improvements will be made to the Equipment without obtaining the prior written consent of Lessor. Lessee represents and warrants that all modifications or improvements to the Equipment will be completed in accordance with all applicable legal and safety requirements. Lessee acknowledges that any improvements or modifications negate and void any warranties, if any, applicable to portions of the Equipment affected by the improvement or modification and negate and void all warranties if the improvement or modification changes the purpose or use for which the Equipment was originally intended.
16. **RECORDS.** Lessee, at its own expense, shall maintain all Equipment-related records, logs, and other materials (collectively, "Records"), including copies of all maintenance and repairs, in a manner no less comprehensive or accurate than Lessee's normal customary practices with respect to Lessee's similar equipment and as required by applicable law. Lessee shall promptly furnish to Lessor such Records upon request.
17. **INSPECTION.** Lessee shall permit Lessor, through any of its officers, employees, or agents, on reasonable notice, to inspect the Equipment and Records during regular business hours, and in compliance with Lessee's reasonable security procedures. Lessee may not remove the Equipment from the state to which it was originally delivered for any reason without the prior written approval of Lessor.
18. **RETURN OF EQUIPMENT.** Upon the expiration or termination of this agreement, Lessee shall return the Equipment or arrange delivery of the Equipment to Lessor, as agreed to by Lessor and during Lessor's normal business hours, in the same condition and repair as when delivered to Lessee, subject only to ordinary wear and tear. If the Equipment is returned to Lessor in an unacceptable condition, Lessee shall pay Lessor, upon receipt of an invoice, all charges, as applicable, for cleaning, servicing, refueling, repairs, and replacements necessary to restore the Equipment to acceptable condition. The rental term will continue while any of the Equipment is being restored to acceptable condition, and Lessee shall make lease payments until all repairs and service are complete.
19. **PROPERTY AND LIABILITY INSURANCE.** Lessee will be liable for any loss or damage to the Equipment. Lessee shall, at its own expense provide and maintain for each item of Equipment insurance against loss, theft, and damage ("Property Insurance") in an insured amount equal to the full replacement value of such item of Equipment, and in a form, and with companies, satisfactory to Lessor, including the insurer's agreement to give Lessor 30 days' prior written notice before cancellation or material change in the policy. Lessee shall name Lessor (or shall cause Lessor to be named) as loss payee on the Property Insurance. Lessee shall, at its own expense, provide and maintain comprehensive general liability insurance ("Liability Insurance") in an amount no less than \$1,000,000, and in a form, and with

companies, satisfactory to Lessor, including the insurer's agreement to give Lessor 30 days' prior written notice before cancellation or material change in the policy. Lessee shall name Lessor as an additional insured (but without imposing on Lessor any liability to pay the premiums for such insurance) on the Liability Insurance. Lessor will be entitled to all of the insurance proceeds necessary to compensate Lessor for its damages under either the Property Insurance or the Liability Insurance, including lost rent, residual fair market value, incidental and consequential damages, repair costs, and reasonable attorneys' fees and costs, as applicable, and Lessee will be entitled to the balance of such proceeds, if any. If Lessee receives any proceeds under the Property Insurance, unless received with respect to a loss that has not materially impaired the Equipment, Lessee shall promptly forward such amounts to Lessor.

20. INSURANCE CERTIFICATES. On or before the Start Date, and at such other times as Lessor may request, Lessee shall provide Lessor with a certificate of insurance evidencing the maintenance of the Property Insurance and the Liability Insurance. If Lessee does not procure and maintain the Property Insurance or the Liability Insurance, Lessor may procure such insurance, and Lessee shall pay the cost thereof to Lessor upon demand.

21. HAZARDOUS MATERIALS. The Equipment and any attachments to the Equipment may not be exposed to regulated substances, including hazardous substances, hazardous materials, hazardous wastes, toxic substances, or pesticides, as those terms are defined in applicable federal, state, and local environmental laws, regulations, and rules (collectively, "Hazardous Materials"). Lessee shall return all Equipment, including any attachments, tools, and machinery leased from Lessor free of all Hazardous Materials. If any Equipment is exposed to Hazardous Materials, Lessee shall immediately contact Lessor and provide all information regarding such exposure, including: which items of Equipment; location; circumstances; identification of Hazardous Materials; and what, if any, remedial measures Lessee has taken. Lessee shall be solely responsible for all charges applicable to remove the Hazardous Materials from the Equipment and shall provide Lessor certification of such removal from an authorized hazardous materials remediation entity. Lessor has the right to determine, however, in its sole discretion, if the Equipment has been adequately remediated. If the Hazardous Materials cannot be removed from the Equipment, Lessee shall pay Lessor the full replacement cost of the Equipment as of the Start Date, all lease payments that accrued during the term of this agreement, and all disposal, remediation, or other expenses incurred by Lessor.

22. LOSS OR DAMAGE. Lessee shall bear the risk of any loss, damage, destruction, theft, condemnation, or other casualty to or of the Equipment from any cause whatsoever (each, a "Casualty Loss") occurring during the period beginning upon delivery and continuing until the Equipment has been returned to Lender's actual physical possession. Lessee shall notify Lessor in writing within two calendar days of any Casualty Loss, and within 10 calendar days of the Casualty Loss, Lessee shall, at Lessor's option, pay to Lessor the sum necessary to compensate Lessor for such Casualty Loss, which sum will include the full replacement cost of the Equipment, plus all payments due but unpaid under this agreement, plus all payments under this agreement that would have accrued during the remainder of the term of this agreement, in which case the Equipment will become the property of Lessee and no longer subject to this agreement.

23. INDEMNIFICATION. Lessee releases any claim now or hereafter existing against Lessor on account of, and shall indemnify, defend, and hold harmless Lessor, and all of its directors, officers, agents, employees, assigns, and successors (collectively "Indemnitees") from and against all claims, demands, actions, liabilities, obligations, losses, liens, costs, or expenses (including attorney's fees), damages, fines, or penalties whatsoever (collectively, "Claims") by all persons or parties arising out of, relating to, resulting from, or alleged to have resulted from: (a) the rental, possession, use, maintenance, operation, installation, storage, handling, transportation, replacement, or disposition of the Equipment; (b) any latent or other defects of the Equipment; (c) the negligence, gross negligence, willful misconduct, or any other malfeasance of any party; (d) any act or omission pertaining to occupational safety or any liability thereof; or (e) any act or omission pertaining to an environmental duty or any liability thereof, including: (i) property damage, bodily injury, or death; (ii) any breach of this agreement by Lessee; and (iii) all claims, liens, or encumbrances upon the Equipment. Lessee shall reimburse Lessor for all attorneys' fees, costs, and expenses incurred by Lessor in defense of any Claims. Without limitation, Lessee is liable for any Casualty Loss and all Claims caused by the failure of any device or material used in transporting the Equipment or hitching it to a towing vehicle, regardless of who furnished the device or material or who hitched the Equipment. Lessee's indemnification obligations, however, will not extend to any Claims caused by the sole gross negligence or willful misconduct of any Indemnitee. Liability for damage or loss of the Equipment will be limited to the full replacement cost of the Equipment at the time it is lost or damaged, less its salvage value, plus an administrative fee and Lessor's related expenses, such as loss of use,

appraisal fees, recovery costs, and attorneys' fees. Lessee's obligations to Indemnitees under this section will survive expiration or termination of this agreement.

24. LIMITATION OF REMEDIES. Lessee's SOLE AND EXCLUSIVE REMEDY for any failure of or defect in the Equipment will be the termination of the rental charges at the time of failure, provided the Equipment is returned to Lessor within 24 hours. LESSOR WILL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE, OR INJURY TO LESSEE OR LESSEE'S PROPERTY, INCLUDING INTERRUPTION OF BUSINESS, LOST PROFITS, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, ARISING OUT OF OR RELATING TO ANY BREACH OF ANY PROVISION OF THIS AGREEMENT OR IN ANY WAY CONNECTED WITH THE EQUIPMENT, INCLUDING ITS USE OR CONDITION. LESSEE UNDERSTANDS AND AGREES THAT NO OTHER REMEDY WILL BE AVAILABLE TO LESSEE, WHETHER ANY CLAIMS FOR INJURY OR DAMAGES ARE ASSERTED ON THE BASIS OF WARRANTY, NEGLIGENCE, CONTRACT, STRICT LIABILITY, OR OTHERWISE. LESSOR WILL NOT BE LIABLE TO LESSEE FOR INFRINGEMENT OF ANY TYPE RESULTING FROM THE RENTAL, PERFORMANCE, OR USE OF THE EQUIPMENT AND ANY SERVICES PROVIDED UNDER THIS AGREEMENT. IN NO EVENT WILL LESSOR'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE TOTAL OF THE AMOUNTS PAID TO LESSOR UNDER THIS AGREEMENT. THE FOREGOING LIMITATIONS APPLY EVEN IF LESSEE'S REMEDIES UNDER THIS AGREEMENT FAIL THEIR ESSENTIAL PURPOSE.

25. DISCLAIMER OF WARRANTY. THE EQUIPMENT IS LEASED AS IS AND WITH ALL FAULTS. LESSOR MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTY AGAINST INTERFERENCE, OR WARRANTY AGAINST INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET, OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

26. DATA AND PRIVACY. Lessor and its partners, affiliates, subsidiaries, and third parties, including manufacturers, dealers, and service providers (collectively, "Lessor Parties") collect and share information relating to products, services, and customers as detailed in Lessor's Privacy Statement located at www.zieglercat.com/privacy as well as applicable manufacturers' statements, which are hereby incorporated into this agreement by this reference. Manufacturers' statements may be updated at any time without notice. Equipment equipped with telematics or other tools, applications, or devices to assess information, such as machine locations, operating hours, health of the Equipment, and basic utilization (collectively "Telematics"), whether manufactured by Caterpillar or by other companies, collect and transmit information to the manufacturer, its dealers, affiliates, subsidiaries, and third parties with a legitimate business reason to access the information, including providing services and support, developing new products and services, personalizing user experiences, improving products, or complying with legal obligations. Lessee understands that the Telematics may have been activated on the Equipment by Lessor or the manufacturer, and may be subject to or required by specific manufacturer user agreements available to Lessee upon request. Lessee consents to the collection, use, storage, processing, sharing, and disclosure of such information by Lessor Parties in accordance with the terms of this agreement, Ziegler's Privacy Statement, and applicable manufacturers' statements.

27. PRECAUTIONARY FINANCE DOCUMENTS. At any time and from time to time upon request by Lessor, Lessee shall sign and deliver, or cause to be signed and delivered, in form and substance satisfactory to Lessor, any documents relating to the financing of the Equipment, including contracts, promissory notes, guarantees, or other evidences of indebtedness. Lessee authorizes Lessor to file precautionary financing statements and other similar filings and records with respect thereto. Lessee may not file any corrective or termination statements or partial releases with respect to any financing statements or similar filings or recording filed by Lessor in connection with any Equipment, except with Lessor's prior written consent or if Lessor fails to file a corrective or termination statement or release on request from Lessee after the expiration or earlier termination of this agreement. Lessee shall pay all costs incurred in connection with such filings, including attorneys' fees.

28. UCC. All terms used but not defined in this agreement that are defined in the UCC have the meanings set forth in the UCC, and such meanings will automatically change at the time that any amendment to the UCC, which changes such meanings, becomes effective.

29. EVENTS OF DEFAULT. Each of the following will be an event of default under this agreement (each, an "Event of Default"): (a) Lessee fails to make any payment of rent or any other amount under this agreement when due; (b) Lessee possesses, uses, maintains, operates, installs, stores, handles, transports, replaces, or disposes (collectively, "Uses") the Equipment or

permits any Use of the Equipment for any purpose other than for its intended lawful purposes; (c) Lessee fails to procure or maintain any insurance coverage required by this agreement; (d) Lessee attempts to sell, transfer, assign, encumber, or detain any of the Equipment; (e) Lessee defaults in the observance or performance of any other term, covenant, or condition in this agreement not included in this Section, and Lessee fails to remedy such default with 30 business days after notice by Lessor to Lessee of such default; (f) Lessee provides any false, misleading, or fraudulent representation or warranty to Lessor, either in this agreement or in other documents furnished to Lessor; (g) Lessee or any guarantor of Lessee's obligations under this agreement (each, a "Guarantor") becomes insolvent, ceases to do business, makes an assignment for the benefit of creditors, or files any petition under bankruptcy, reorganization, insolvency, moratorium, or any other law for the relief of debtors (each, a "Petition"); (h) any Petition is filed against Lessee or any Guarantor or any receiver, trustee, or similar official is appointed to take possession of the properties of Lessee or any Guarantor, unless such Petition or appointment ceases to be in effect within 30 days of filing or appointment; (i) any piece of Equipment is lost, stolen, destroyed, irreparably damaged, or subject to any sale, lien, claim, security interest, or encumbrance (other than in favor of Lessor or its assignee); (j) any default occurs under any other agreement between Lessee and Lessor or any entity related to or affiliated with Lessor; (k) Lessee is in arrears on its open account balance with Lessor; (l) any breach or repudiation by any Guarantor under any guaranty obtained in connection with this agreement; (m) Lessee uses any trade name, assumed name, or other name except Lessee's name as set forth in this agreement; (n) Lessee changes its state of organization without Lessor's prior written consent; (o) Lessee fails to give Lessor prior written notice of any change in Lessee's address, Lessee's name, or Lessee's use of any other name; or (p) Lessee executes or files any termination statement that terminates the filings of financing statements naming Lessor as secured party, without the prior written consent of Lessor.

30. REMEDIES. Upon the occurrence of an Event of Default, Lessor may, at its option, exercise any one or more of the following remedies: (a) declare this agreement in default and all amounts due or to become due under this agreement immediately due and payable; (b) terminate this agreement in whole or in part; (c) take possession of or render unusable any item of Equipment, wherever it may be located, without demand or notice, without any court order or other process of law, and without any liability to Lessee for any damages occasioned by such action, in which event Lessee agrees to make the Equipment available to Lessor at a place or places acceptable to Lessor, and for which purpose Lessor may enter any premises where the Equipment may be found; (d) require Lessee to deliver any item of Equipment at a location designated by Lessor, and for each day that Lessee fails to return any item, Lessor may demand an amount equal to rent, prorated on the basis of a 30-day month, in effect immediately prior to the Event of Default; (e) proceed by court action to enforce performance by Lessee of this agreement or to recover all damages and expenses incurred by Lessor by reason of any Event of Default; (f) retain all monies theretofore paid by Lessee as compensation for the reasonable use of the Equipment by Lessee or for depreciation of the Equipment; (g) sell any or all of the Equipment at public or private sale, with or without notice to Lessee or advertisement, or otherwise dispose of, hold, use, operate, lease to others, or keep idle such Equipment, and without any duty to account to Lessee for such action or inaction or for any proceeds with respect thereto, and apply the net proceeds thereof (after deducting all expenses (including legal fees and costs) incurred in connection therewith) to the amounts owed to Lessor under this agreement, provided Lessee will remain liable for any deficiency that remains after any sale or lease of such Equipment; or (h) any other remedies permitted by law or in equity. The remedies in this agreement will be cumulative and may be exercised singularly, concurrently, or successively. If Lessee fails to perform any of its obligations under this agreement, Lessor may (but need not) at any time thereafter perform such obligation, and Lessee shall pay the expenses incurred in connection therewith to Lessor on demand.

31. LESSEE COOPERATION TO SELL OR LEASE. Unless Lessee has elected to purchase the Equipment, Lessee, on Lessor's written notice, shall cooperate with Lessor's efforts to sell or lease the Equipment, including permitting prospective purchasers or lessees to fully inspect the Equipment and the Records during regular business hours and in compliance with Lessee's reasonable security procedures.

32. TIME. Time is of the essence of this agreement.

33. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS. Lessee shall comply with all laws, rules, regulations, federal, state and local, which are or may become applicable to the Equipment and the transactions contemplated by this agreement, including applicable federal and state safety orders and standards.

34. FORCE MAJEURE. Lessor will not be liable to Lessee, and will not be deemed to have breached this agreement, for any failure or delay in performing any term of this agreement, to the extent the failure or delay is

caused by or results from acts beyond Lessor's control, including acts of God, flood, fire, earthquake, explosion, war, invasion, hostilities, terrorist threats or acts, riot or other civil unrest, requirements of law, actions by any governmental authority, embargoes or blockades, national or regional emergencies, labor stoppages or slowdowns or other industrial disturbances, delays in manufacture, supply shortages or delays, shortages of adequate power, or failure of transportation (collectively, "Force Majeure Events"). Any Force Majeure Event that has an adverse effect on Lessor's ability to perform will absolve Lessor from any liability to Lessee.

35. ASSIGNMENT. Lessee may neither assign, transfer, or otherwise dispose of its rights under this agreement nor loan, sublease, hypothecate, or otherwise transfer or encumber the Equipment. Lessor may assign all of its rights under this agreement, in whole or in part, with or without notice to Lessee, but subject to Lessee's rights under this agreement.

36. WAIVER. No waiver under this agreement will be effective unless it is in writing and signed by the party waiving its right. Any waiver authorized on one occasion will be effective only in that instance and only for the purpose stated and will not operate as a waiver on any future occasion. None of the following constitutes a waiver or estoppel of any right, remedy, power, privilege, or condition arising under this agreement: (a) any failure or delay in exercising any right, remedy, power, or privilege, or in enforcing any condition under this agreement, or (b) any act, omission, course of dealing, or course of performance between the parties.

37. SEVERABILITY. If any term of this agreement is unenforceable in any jurisdiction, such unenforceability will not affect any other term of this agreement or render unenforceable such term in any other jurisdiction.

38. SURVIVAL. Subject to the terms of this agreement, the representations of Lessee contained in this agreement survive indefinitely. All covenants of Lessee contained in this agreement survive the Start Date indefinitely.

39. ELECTRONIC SIGNATURES. The Electronic Signatures (whether digital or encrypted) included in this agreement are intended to authenticate this writing and have the same effect as manual signatures. "Electronic Signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a person with the intent to sign the record, including facsimile or email electronic records, in accordance with the Uniform Electronic Transactions Act, Minnesota Statutes 325L.01–325L.19, as amended from time to time. A signed copy of this agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this agreement.

40. MISCELLANEOUS. All notices given under this agreement must be in writing to the party at its address shown in this agreement and will be deemed effective when personally delivered or three days after being deposited in the United States mail, postage prepaid, certified mail, return receipt requested. Either party may change its address for notice by proper written notice to the other. This agreement may be signed in any number of counterparts, each of which, when signed and delivered, will be deemed an original, and all of which will constitute the same agreement. This agreement, including any related exhibits and schedules, constitutes the sole and entire agreement of the parties with respect to the subject matter of this agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, if any, with respect to such subject matter. This agreement may not be amended except by written amendments signed by both Lessee and Lessor. This agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns. Nothing in this agreement creates a joint venture or partnership between the parties. Neither party has any right or authority to create any obligations on behalf of or in the name of the other or to bind the other party to any contract, agreement, or undertaking with any third party.

41. INTERPRETATION. For purposes of this agreement, the words "include," "includes," and "including" are deemed to be followed by the words "without limitation," and the word "or" is not exclusive. The parties drafted this agreement without regard to any presumption or rule requiring construction or interpretation against the party drafting any instrument or causing any instrument to be drafted.

42. LEGAL FEES. Lessee shall pay Lessor's legal fees, court costs, and any other costs of recovery incurred in enforcing this agreement.

43. GOVERNING LAW; VENUE. This agreement is governed by and will be construed in accordance with the laws of the State of Minnesota, without regard to any principles of conflicts of law. If any legal action is brought to enforce this agreement, the U.S. District Court for the District of Minnesota or the Hennepin County District Court (4th Judicial District) will be the exclusive jurisdiction and venue for said action unless Lessor, in its sole discretion, commences proceedings in a different jurisdiction or venue.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	December 5, 2022
Item Name:	Approve Executed MNHS Large Grant
Originating Department:	Public Services
Presented by:	Craig Eldred
Previous Council Action (if any):	May 2nd, 2022; Approval of Application for Minnesota Historical Society Large Grant

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 2022-301; Authorizing Approval of Execution of MNHS Large Grant For Civil War Memorial Conservation Treatment

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

In May of 2022 staff received approval to complete a Large Grant Application with the Minnesota Historical Society for restoration improvements of the Civil War Statute in City Square Park. Staff worked with the Legion once again on submitting a pre-application and formal application with a request of grant dollars for said restoration.

As Council Members are aware we have been working with KCI on all the War Memorial Restorations. This particular statute restoration cost is nearly \$61,000.00 without site improvements. Presently, the lighting materials are the items paid in advance for the Cannon, Civil War Statute, and Flag Pole improvements for 2023.

Staff were noticed in early November of the award of \$60,000.00 dollars from the MHS in the form of the Large Grant. In order to keep this project moving forward staff executed the grant documents and provided the necessary items about one week ago. A separate approval memo will be prepared for execution of the restoration of the statute with KCI now the this source of funding has been obtained.

Staff recommend approval of this request of City Council action.

Attachments:

1. [22301res_Approve_Executed_MNHS_Large_Grant.doc](#)
2. [Award Email MNHS Large Grant Civil War Memorial Conservation.pdf](#)
3. [CityWaconia_27178_agt.pdf](#)

FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:	
Funding Sources & Uses:		
Grant & Park Amenity Item Budget		
Budget Information:	Planning Commission	
☒ X Budgeted	Parks and Recreation Board	
☐ Non Budgeted	Safari Island Advisory Board	
☐ Amendment Required	Other	

**CITY OF WACONIA
RESOLUTION NO. 2022-301**

**RESOLUTION AUTHORIZING APPROVAL OF EXECUTION OF MNHS LARGE GRANT
FOR CIVIL WAR MEMORIAL CONSERVATION TREATMENT**

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

WHEREAS, staff received notification of award of Minnesota Historical and Cultural Heritage Grant for Civil War Memorial restoration; and

WHEREAS, the large grant application was awarded to Waconia in the amount of \$60,000.00; and

WHEREAS, the Public Services Director executed the grant document and necessary forms requested by the MNHS staff.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of execution of MNHS Large Grant for Civil War Monument Conservation Treatment.

Adopted by the City Council of the City of Waconia this 5th day of December, 2022.

Kent Bloudek, Mayor

Attest: _____
Jackie Schulze, City Clerk

Craig Eldred

From: gillian.maguire@mnhs.org on behalf of MNHS Grants <grants@mnhs.org>
Sent: Thursday, November 03, 2022 11:02 AM
To: Craig Eldred
Subject: MNHS Large Grant Contract - action needed
Attachments: CityWaconia_27178_agt.pdf; Blank W9.pdf



Craig Eldred
celdred@waconia.org
City of Waconia

RE: Civil War Memorial Conservation Treatment G-MHCG-2205-27178

Dear Craig Eldred,

Congratulations again on receiving a Minnesota Historical and Cultural Heritage Grant through the Minnesota Historical Society. Your project has enduring value and is of interest to your community, elected leaders, and members of media.

Attached please find a PDF of your Minnesota Historical and Cultural Heritage Grant Agreement. The Authorized Officer must sign the grant agreement. Before signing, please read the entire document to ensure your team understands the terms. Pay careful attention to Section I.B or Section IV.D as these include conditions specific to your project. After signing, scan and return **the full agreement** to the Grants Office at grants@mnhs.org. If you cannot scan it and need to mail a physical copy, please let us know so that we can give you the correct mailing address. If you have any questions about the agreement, please contact us at grants@mnhs.org.

We have also attached a blank W-9 form, which our finance office needs in order to set your organization up in our payment system. Please fill out, sign, and return the first page of the W-9 along with your signed contract.

Once we receive the agreement from you, we will route it for signature by the appropriate Minnesota Historical Society officials and email a fully executed copy to you for your records. Your first payment will be mailed to you approximately 30 days after the agreement is executed by the MNHS Contracts Office. Project expenditures funded by the grant may only be made during the grant period indicated on page one of the Agreement. In addition, only items set forth in the Approved Project Budget (Attachment B of the Agreement) may be charged to the grant project.

At least one representative from your organization should plan to attend a Grant Contract Basics webinar hosted by Grants Office staff. Dates and login details about the webinars can be found at this [link](#). Anyone who is involved in the project is welcome to join the webinar, and you only need to attend once. The webinars are approximately 45 minutes and include time for questions.

Sincerely,

Grants Office Staff (Carolyn, Gillian, John, and Melinda)

MINNESOTA HISTORICAL SOCIETY
MINNESOTA HISTORICAL AND CULTURAL HERITAGE GRANT AGREEMENT

<u>Account No.</u>	<u>Fiscal Year</u>	<u>Object Code</u>	<u>MNHS Grant No.</u>	<u>Amount</u>
02484	2023	5260	2205-27178	\$60,000.00 grant
				\$14,000.00 match

This agreement is made by and between the Minnesota Historical Society, 345 Kellogg Boulevard West, Saint Paul, Minnesota 55102, hereinafter called the SOCIETY, acting through its Director, and **City of Waconia**, 201 Vine Street S Waconia, Minnesota 55387 herein called the GRANTEE.

WHEREAS, the Minnesota Legislature, under Minnesota Session Laws 2021, First Special Session Chapter 1, Article 4, Section 2, Subdivision 4 approved funding to the SOCIETY for Statewide Historic and Cultural Heritage Grants for the purpose of supporting history programs and projects operated or conducted by or through local, county, regional, or other historical or cultural organizations; or for activities to preserve significant historic and cultural resources such as that which is contemplated by GRANTEE, and

WHEREAS, the GRANTEE and its project *Civil War Memorial Conservation Treatment* meets the eligibility criteria for funding under the grants program; and

WHEREAS, the SOCIETY'S Governing Board approved a grant recommended for funding by the Historical Resources Advisory Committee on October 27, 2022.

NOW THEREFORE, in consideration of the award of the grant, the GRANTEE agrees to administer said grant in accordance with the following policies and procedures:

I. PROJECT DESCRIPTION

- A. The project period for this activity is from December 01, 2022 to December 01, 2023.
- B. The project will be carried out in accordance with the provisions of the *Minnesota Historical and Cultural Heritage Grants Manual*. The project will also be carried out in accordance with the GRANTEE'S Minnesota Historical and Cultural Heritage Grants Program Grant Application. Page 1 of the application is included as Attachment A, and the entire application is hereby incorporated by reference.

In addition, the following conditions must be met:

- 1. Grantee must conduct a site visit to review the project progress with the Grants Office when at least 75% of the work has been completed. To schedule a site visit, upload proposed dates and times at least 30 days prior to the proposed visit. (Upload to Milestone/Condition 1 report in the SOCIETY'S grants portal, <https://mnhs.fluxx.io>.)**
- C. The official project budget as approved by the SOCIETY supersedes the GRANTEE'S grant application budget and is included as Attachment B and hereby incorporated by reference.
- D. Only the items set forth in the Approved Project Budget (Attachment B) may be charged against the grant project.
- E. Any project expense not specifically approved in the Approved Project Budget will not be allowed except upon prior written request by the GRANTEE and prior written approval by the SOCIETY.

- F. Changes in the Approved Project Budget may not exceed twenty (20) percent of any line item. Changes occurring after the project begins that exceed twenty (20) percent of any line item will not be allowed except upon prior written request by the GRANTEE and prior written approval by the SOCIETY.
- G. Changes in the Project Completion Date will not be allowed except upon prior written request by the GRANTEE and prior written approval by the SOCIETY.
- H. No grant funds may be used to pay indirect costs, commonly referred to as overhead.

II. ASSURANCES

- A. The GRANTEE understands that this agreement is funded by a grant financed by the State of Minnesota.
- B. The GRANTEE agrees that this project will be administered and conducted in accordance with the following:
 - a. Minn. Stat. 129.17 for Arts and Cultural Heritage Fund;
 - b. Minn. Stat. 16B.98 for Grants Management;
 - c. Minn. Stat. Chap. 177.41-44 regarding prevailing wage rates and contracts and corresponding Rules 5200.1000 to 5200.1120.
- C. The GRANTEE shall hold the SOCIETY and the State of Minnesota harmless from any loss, damage, or expense including reasonable attorneys' fees and other costs of defense, arising as the result of any claim, action, complaint, proceeding, or litigation of any kind whatsoever, directly or indirectly brought about as a result of the funded project.
- D. The GRANTEE agrees that in hiring of common or skilled labor for the performance of any work on the grant project that no contractor, material supplier or vendor shall, by reason of race, creed, color, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age, discriminate against any person or persons who are citizens of the United States, or resident aliens, who are qualified and available to perform the work to which the employment relates.
- E. The GRANTEE agrees no contractor, material supplier or vendor shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in the preceding paragraph, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, color, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.
- F. This Agreement may be canceled or terminated by the SOCIETY, and all money due, or to become due hereunder may be forfeited for a second or any subsequent violation of the terms of this section.
- G. The GRANTEE assures that no part of the project budget will be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device intended or designed to influence in any manner a member of the Minnesota Legislature, to favor or oppose, by vote or otherwise, any legislation or appropriation by the Legislature, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation. This shall not prevent communicating to members of the Minnesota Legislature on the request of any member or to the Legislature, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.
- H. Both parties agree that if intellectual property is created in project, the parties will discuss the allocation of ownership and use rights.

- I. Copyright to copyrightable materials, including computer software, resulting from this project shall vest in the GRANTEE with a non-transferable royalty-free license to the SOCIETY for its non-commercial use. The GRANTEE shall grant the SOCIETY an option to license any such material(s) it wishes to develop for commercial purposes on terms and conditions, including a royalty, as the parties hereto agree in a subsequent writing.
- J. Except for (a) the above limitation, (b) the GRANTEE's right to control publication of its own research results, (c) patented and patent-pending property and (d) the GRANTEE's confidential information, the SOCIETY will have the free, irrevocable, non-exclusive unlimited right to use any research results collected in project by both the GRANTEE and the SOCIETY for any purpose worldwide.
- K. The GRANTEE agrees to include the Arts and Cultural Heritage logo on any and all communications, websites, and promotional materials associated with the approved project. The logo can be found at <http://www.legacy.leg.mn/legacy-logo/legacy-logo-download>.
- L. The GRANTEE agrees to post a sign in a prominent location while restoration/preservation project work is in progress substantially incorporating the following acknowledgment:

"This project has been financed in part with funds provided by the State of Minnesota from the Arts and Cultural Heritage Fund through the Minnesota Historical Society."
- M. The GRANTEE agrees that any publicity releases, informational brochures, public reports, publications, and public information relating to approved projects must acknowledge funding assistance from the State of Minnesota from the Arts and Cultural Heritage Fund. Any written materials shall include the following:

"This project was made possible in part by the people of Minnesota through a grant funded by an appropriation to the Minnesota Historical Society from the Minnesota Arts and Cultural Heritage Fund."

III. PROCEDURES FOR CONTRACTING SERVICES AND MATERIALS

- A. Any services and/or materials that are expected to cost \$20,000 or more must undergo a formal notice and bidding process. Evidence of the process along with copies of the bids received must be included in the GRANTEE's financial records for the project.
- B. Any services and/or materials that are expected to cost between \$10,000 and \$19,999 must be scoped out in writing and offered to a minimum of three (3) bidders. The GRANTEE must maintain financial records that verify the cost was competitively based on at least three written quotes submitted in response to written specifications.
- C. Any services and/or materials that are expected to cost between \$5,000 and \$9,999 must be competitively based on a minimum of three (3) verbal quotes. The GRANTEE must maintain financial records that verify the cost was competitively based on at least three verbal quotes.
- D. For contracting services, the GRANTEE will follow the requirements of Minn. Stat. Chap. 177.41-44 regarding prevailing wage rates and contracts and corresponding Rules 5200.1000 to 5200.1120.

IV. PAYMENT SCHEDULE

- A. The total obligation of the SOCIETY for all compensation and reimbursements to the GRANTEE under this grant agreement will not exceed **\$60,000.00**.
- B. Grantee must obtain and supply matching funds as indicated in the approved budget (Attachment B) or for any project overages necessary to complete the approved project.

- C. Once the Grant Agreement has been fully executed, the GRANTEE will receive a check from the SOCIETY for ninety percent (90%) of the grant award.
- D. Reimbursement. A total of ten percent (10%) of the grant funds will be released as the final payment after work is complete and financial documentation and the project completion report, have been reviewed and accepted by the SOCIETY.

V. FINANCIAL DOCUMENTATION AND FINAL REPORTING

- A. The GRANTEE will submit a completed final report including documentation for project expenditures and project products on or before January 01, 2024. (Work on the project must be concluded by December 01, 2023)
- B. The final report must be completed electronically in the Minnesota Historical Society's Grants Portal (<https://mnhs.fluxx.io>).
 - a. The financial documentation for project costs to be uploaded with the final report shall include acceptable types of documentation such as: (1) copies of paid invoices/receipts, (2) copies of project personnel timesheets (if applicable), (3) copies of in-kind and/or donated services timesheets (if applicable), and (4) copies of donated materials forms.
 - b. The Final Products to be uploaded with the final report are: **Photos of object and electronic copy of the conservator's report.**
- C. Unexpended Funds. The Grantee must promptly return any unexpended funds that have not been accounted in the financial documentation to the SOCIETY at grant closeout.

VI. AUDIT

- A. The GRANTEE must maintain records and accounts consistent with generally accepted accounting principles, and to provide for such fiscal control as is necessary to assure the proper disbursing of and accounting for grant funds. The GRANTEE must maintain records and accounts for this project on file for a minimum of six (6) years after approval of the Final Report.
- B. The GRANTEE agrees to maintain records to document any matching funds claimed as part of the project. The GRANTEE further agrees to secure reasonable written proof of the value of Staff or Volunteer Labor, and for Donated Materials contributed to the project.
- C. The GRANTEE agrees that accounts and supporting documents relating to project expenditures will be adequate to permit an accurate and expeditious audit. An audit may be made at any time by the SOCIETY, its designated representatives, or any applicable agency of the State of Minnesota.

VII. AMENDMENTS AND CANCELLATION

A. Amendments

Any significant variations from proposed work, costs, and/or time frames described in this agreement which are experienced or anticipated during the course of the project and any significant problems, delays, or adverse conditions which materially affect planned performance should be submitted in writing to Grants Office, Minnesota Historical Society, 345 Kellogg Boulevard West, Saint Paul, Minnesota 55102.

The SOCIETY will respond in writing, either approving or not approving the changes, and may amend the agreement if deemed necessary. Variations which are not known until the conclusion of the project may be submitted with the Financial Documentation; however, the GRANTEE understands that costs may be

disallowed if changes are not approved. Any amendments to this agreement shall be in writing, and shall be executed by the same parties who executed the original agreement or their successors in office.

B. Cancellation

The SOCIETY may withhold, cancel, or revoke in whole or in part the grant amount if it determines that the GRANTEE has materially breached any term or condition of this agreement. GRANTEES will be given a 30-day notice. In lieu of cancellation, GRANTEES may be given proposed remedies to ensure successful completion of the project.

In addition, both parties may mutually agree to cancel the agreement if they determine that the project will not produce beneficial results commensurate with further expenditure of funds or because of circumstances beyond the control of either party. In the event of cancellation, the SOCIETY may withhold proceeds of the Grant; demand that the GRANTEE return any already disbursed proceeds to the Finance Commissioner; and seek any additional legal or equitable remedy(ies).

Finally, the GRANTEE hereby acknowledges that the proceeds of the Grant are being financed in part with funds provided by the State of Minnesota and administered through the SOCIETY, and that, per Minnesota Session Laws 2021, First Special Session Chapter 1, Article 4, Section 2, Subdivision 4, the funding will be canceled to the extent a court determines that the appropriation, or portion thereof, unconstitutionally substitutes for a traditional source of funding.

I have read the above agreement and agree to abide by all of its provisions. Upon execution, this Agreement controls all activities during the project period.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the date(s) indicated below intending to be bound thereby.

MINNESOTA HISTORICAL SOCIETY
345 KELLOGG BOULEVARD WEST
SAINT PAUL, MINNESOTA 55102

CITY OF WACONIA
201 VINE STREET S,
WACONIA, MINNESOTA 55387

Carolyn Veaser-Egbide (date)
Grants Manager

signature (authorized official)

Mary Green-Toussaint (date)
Contract Manager

(print name)

(print title) (date)



MINNESOTA HISTORICAL AND CULTURAL HERITAGE PROGRAM

City of Waconia
G-MHCG-2205-27178 | \$ 60,000 | MN Historical and Cultural
Civil War Memorial Conservation Treatment

APPLICANT INFORMATION

Program Organization:	City of Waconia
Project Director:	Craig Eldred
Authorized Officer:	Nicole Meyer
Applicant County:	Carver
Applicant Organization Type:	Local/Regional Government
Governance/Board Members:	
	Kent Bloudek, Mayor
	Nicole Waldron, City Council Member
	Randy Sorensen, City Council Member
	Carl Pierson, City Council Member
	Pete Leo, City Council Member

PROJECT INFORMATION

Project Title: Civil War Memorial Conservation Treatment

Brief Project Summary:

The project includes restoration and cleaning of graffiti on the original monument along with site improvements that include tree trimming, concrete pad repair, buffer zone, and security lighting.

MINNESOTA HISTORICAL SOCIETY
 MINNESOTA HISTORICAL AND CULTURAL HERITAGE GRANTS
 APPROVED PROJECT BUDGET

Grantee: City of Waconia
 MNHS Grant #: 2205-27178
 Project: Civil War Memorial Conservation Treatment

	Budget Item	Amount Requested	Grant Amount	Match
1.	Restoration Costs & Labor	\$60,000.00	\$60,000.00	\$0.00
2.	Site Work - Concrete/Lighting/Barrier	\$0.00	\$0.00	\$14,000.00
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
	TOTAL		\$60,000.00	\$14,000.00



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		December 5, 2022					
Item Name:		Declaring Surplus Equipment and Authorizing Sale					
Originating Department:		Finance					
Presented by:		Amanda Ortloff					
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 2022-302; Authorizing Approval of Tanker #11 - 1989 International SZ600 Tanker as Surplus Equipment and Sale for Disposal							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The fire department has recently put into service the new fire tanker that was ordered back in 2021. Therefore, the department no longer has a need for Tanker 11 which is a 1989 International SZ600 3,500-gallon tanker. Chief Sorensen has found that surrounding communities would be interested in purchasing this unit. Staff recommend that the equipment is declared surplus and authorizes it sale to the highest bidder with revenue directed back into the Capital Equipment fund. Attachments: 1. 22302res_Surplus_Equipment__Sale_Disposal_-_Tanker_11.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. 2022-302**

**RESOLUTION AUTHORIZING APPROVAL OF 1989 INTERNATIONAL TANKER
#11 AS SURPLUS EQUIPMENT AND SALE FOR DISPOSAL**

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

WHEREAS, utilization of Tanker 11 by the Fire Department is no longer needed due to replacement with Capital Project #422

WHEREAS, the International Tanker has saleable value; and

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

Adopted by the City Council of the City of Waconia this 5th day of December 2022.

Kent Bloudek, Mayor

ATTEST: _____
Jackie Schulze, City Clerk



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		December 5, 2022					
Item Name:		Authorize Execution of Civil War Memorial					
Originating Department:		Public Services					
Presented by:		Craig Eldred					
Previous Council Action (if any):		None					
Item Type (X only one):	Consent	☒ X	Regular Session	☐	Discussion Session	☐	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution 2022-303; Approval of Public Services Director to Execute KCI Conservation Treatment Proposal for Civil War Memorial							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
As Council Members are aware the Legion and City staff have been working with KCI Conservation on restoration of War Memorial items in City Square Park. One last item to complete in the series is the execution of the KCI condition assessment and treatment proposal for the Civil War Statute. Attached is the last remaining agreement with KCI provided for restoration of Civil War Memorial. The costs associated are for restoration of the statute only and do not include site improvements. It is our intention to remove the statute sometime this winter, so its restoration may be initiated as their schedule allows. The target date is late 2023 for completion of this restoration project with hopes of a re-dedication by Veterans Day. Staff recommends approval of this request of City Council action.							
<u>Attachments:</u> 1. 22303res_Approve_PS_Director_to_Execute_KCI_Proposal.doc 2. CivilWar_Final-12-21 Updated.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Grants, Park Amenity Fund Budget							
Budget Information:				Planning Commission			
☒ X Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2022-303**

**RESOLUTION AUTHORIZING APPROVAL OF PUBLIC SERVICES DIRECTOR TO
EXECUTE KCI CONSERVATION TREATMENT PROPOSAL FOR CIVIL WAR MEMORIAL**

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

WHEREAS, KCI provided a Condition Assessment and Treatment Proposal for the Civil War Memorial in City Square Park; and

WHEREAS, the City receiving award of MNHS Large Grant funds and execution of an agreement and

WHEREAS, the Public Services Director may execute the KCI Conservation Treatment Proposal for the Civil War Memorial.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of Public Services Director to execute KCI Conservation treatment proposal for Civil War Memorial.

Adopted by the City Council of the City of Waconia this 5th day of December, 2022.

Kent Bloudek, Mayor

Attest: _____
Jackie Schulze, City Clerk



KCI Conservation - Sculpture & Object Conservators
3829 39th Avenue South - Minneapolis, MN 55406 - 612.564.3176

CONDITION ASSESSMENT & TREATMENT PROPOSAL

Client Name: City of Waconia

Contact Info: Craig Eldred, Public Services Director
201 South Vine Street
Waconia, MN 55387
952-442-4265

Object/Title: Civil War Memorial

Foundry Stamp: MONUMENTAL BRONZE CO., BRIDGEPORT, CT.

Object Date: 1892

Materials: "white bronze" zinc alloy (>98% zinc)

HISTORY:

Zinc sculptures in the United States were primarily produced between the 1860s and 1950s.¹ Monumental Bronze company and its subsidiaries sold enormous quantities of zinc monuments including more Civil War monuments than any other type of zinc statue in America combined.² Their zinc monuments were marketed as "white bronze," although the alloy does not contain anything but trace amounts of copper. The company typically sand-cast components of the monument and assembled them onsite, mechanically with brass hardware. They finished their monuments by sandblasting to achieve a stone-like appearance. Monuments could be designed and ordered from a company catalog, resulting in many very similar monuments appearing around the United States.³

CONDITION:

Summary: The monument is structurally stable, but has many disfiguring structural condition problems including an exposed, non-original mild steel armature, and spacers in the center of the monument. There are also many disfiguring surface problems including graffiti and corrosion.

Structure: The monument has significant structural condition problems that are very disfiguring. The most disfiguring problem is that there is a mild steel spacer (attached to an internal mild steel armature) that has been inserted between the temple form and the column form at some point in the monument's history, probably in the 1970-1990s. The spacer was most likely added with the intent of

¹ Grissom, Carol A. *Zinc Sculpture in America 1850-1950*. Rosemount Publishing and Printing Company, 2009. p. 24

² *ibid.* p. 647

³ *ibid.*

leveling the upper portions of the monument. Sagging and deformation is a common problem with zinc monuments, and they can appear to lean significantly over time, especially where heavy sculptural elements are supported by relatively thin and weak components. This phenomenon is due to metallic creep that occurs with the zinc, because the recrystallization temperature for zinc is near 70 degrees F and the zinc metal is very heavy.

The internal armature, which is certainly not original, is made of mild steel and is bolted to the interior of the monument. The armature supports the top half of the monument. It begins at the exposed spacers and is resting on the concrete pad below. The armature is rusting overall, but seems to be structurally sound.

The figure on top of the monument is missing his sword, which has broken off near the hand. The flag has a large hole in the back bottom portion underneath the figure's proper left forearm that is approximately 4 inches across. The flagpole exhibits concerning cracks and bends. Additionally, the flagpole is very simple in form compared with the other forms present and may be a replacement, although further examination of photos is needed to confirm this.

There are dents and small losses at the top corners of lowest base element and the joints are slightly open, especially on the back side.

Three of four plaques have missing original hardware. All six bolts and decorative escutcheons are missing on the proper left side. Only one original decorative escutcheon remains on the backside no decorative escutcheons remain on the proper right side and one of the corners of that plaque is broken off and lost. The front has all six decorative escutcheons in place, but these are not actually hardware, but are cast as part of the front plaque.

The mortar joint between the bottom of the monument and the concrete pad is failing and has large losses, exposing a rusting, mild steel spacer.

Surface: The surface is stable, but is disfigured by a great deal of scratchiti, especially on the back side of the monument. The back column above the anchor form is particularly affected by scratchiti. More scratched graffiti is present on the plaque that reads "Roster of JC Becht, Post Number 160," on the backside.

There are also remnants of painted graffiti, especially on lower areas on the monument. Some of these are small, fragmented accretions of black, blue, or white paint. There is one very disfigured area on the front of the monument where it appears that an attempt was made to remove graffiti with sandblasting, but the graffiti is still legible. The surface around this area exhibits fine pitting from the sandblasting which has a coarser texture than the surrounding metal. This area is also whiter in color, probably because corrosion products were removed, or an acid may have been applied.

There is gray caulk present at the joints between the steel spacers and the monument, which is lifting and failing. The caulk may have completely covered the steel in the past, but most of it has been lost. If caulk did not cover the spacer, then it would have likely been painted gray to match the monument, but currently the surface of the spacer has failing red primer overall, which is disfiguring to the

monument, because does not blend with the surrounding surfaces, and calls attention to itself as an inappropriate, later addition.

Yellow streaks of corrosion are present on the surface in a thin layer, as a result of rusty runoff from the steel plates and mild steel replacement hardware. There is copper corrosion in local areas that correspond to design elements, such as on the belt buckle, buttons, Eagles wings, cannonballs, flagpole finial, lettering, foliate decorative elements, etc. This corrosion appears to be the result of highlights that were painted with copper alloy paint, and would have originally appeared golden in contrast to the gray zinc alloy.

There are streaky whitish drip marks and runoff patterns on the surface in many areas and in distinct local areas on the base, as well as a strange pattern of white corrosion below the star medallion on the front of the column. There also appears to be white corrosion at the corner joints of the temple form.

There is bird poop in local areas and surface dirt overall, as is expected on an outdoor monument.

Concrete pad and footing: When the monument was opened by the conservator to examine the armature, we observed that there is a large hole cut into the concrete pad beneath the monument, which shows that there is a void underneath the pad, and it is unclear how much support is present under the slab. This should be examined by an engineer once the monument is deinstalled.

Environment: The adjacent tree is beginning to encroach on the monument and should be trimmed back.

PROPOSED TREATMENT:

1. Examine, photodocument, and write Condition Report and Treatment Proposal. (completed)
2. Joe Gifford or conservation interns should gather as much historic documentation as possible about the original appearance and previous interventions. High resolution photos of the monument should be ordered from the historical society.
3. Open the monument by removing one of the plaques.
4. Take apart/deinstall using a crane. The existing steel armature will need to be unbolted and parts of the monument will also need to be unbolted from the inside.
5. Load the monument onto trucks with appropriate dunnage and padding; Strap and transport to shop.
6. Create detailed documentation of locations of original bronze paint.
7. Clean surface overall to remove dirt, old caulk, and graffiti.

8. Remove copper corrosion and iron corrosion, as is possible.
9. Where deformation has occurred, warm metal with torches and reform as is possible.
10. Weld open joints closed using zinc or reform them with a body hammer.
11. Repair holes in the zinc by welding new material into place.
12. Using historic photos and other monuments as a guide, cast new sword and scabbard and weld into place.
13. Cast replacement hardware heads.
14. As needed after reforming, fabricate zinc form to be inserted where plates are now; add spacers under feet of figure, or in other locations, as is necessary for the figure to appear level. These will not be noticeable, once the monument is re-assembled.
15. Remove inappropriate mild steel hardware and replace with brass or zinc hardware with appropriate decorative zinc heads.
16. Build stainless steel armature. Reinforce vulnerable areas with stainless steel or zinc as appropriate. Make sure armature fits together in such a way that the armature is supporting all of the weight of the monument. Armature will be mechanically attached.
17. Media blast surfaces with crushed glass to achieve the appropriate appearance; make sure graffiti and scratchiti are removed or greatly reduced. Allow newly resurfaced sculpture to sit outside at our shop for a few days to achieve a stable, dark gray, oxidized surface. If needed, media blast again in local areas to remove imbedded pollutants.
18. Once desired surface appearance is achieved, apply bronze paint on appropriate decorative areas.
19. Apply protective lacquer over the painted areas.
20. Load, protect, and transport disassembled monument to site. Reinstall monument using a crane and attaching armature to itself. Inert spacers will be placed below the monument so that water can drain out.
21. Write Final Report, photodocument after treatment. Write maintenance plan.

Other Recommendations:

- City should have an engineer review the concrete pad and footing after the sculpture is removed and determine its appropriateness lifespan. If replacement is needed, it would be ideal to do so when the monument is removed. If it will be replaced, either enlarge the concrete pad or plan to install low-maintenance plantings around the memorial to discourage climbing and damage from mowers etc.

- Mowers and snow removal equipment should not be allowed to come within 3 feet of the monument.
- City should trim back adjacent trees while sculpture is down. It is ideal if trees are kept trimmed so that branches are 3 or more feet from the sculpture.
- Sprinklers should never directly spray the monument.

Prepared by Conservator: Laura Kubick

Report Date: 6/1/2021

COST ESTIMATE: \$56,440.00 - \$60,890.00*

KCI Labor: \$42,900.00 - \$47,350.00 (includes materials)

Crane and transportation: \$13,540.00 (Rocket Crane)

*Does NOT include price of new footing or concrete pad.

The undersigned authorizes and directs KCI Conservation to carry out the aforementioned conservation and/or restoration treatment and take such action as KCI deems appropriate in connection with the treatment. The undersigned warrants: (i) that the undersigned is the sole owner(s) (or authorized agent of the owners) of the work(s) of art described above and has full authority to direct KCI to undertake the proposed treatment; (ii) the work(s) of art described above is insured by the institution or owner against any and all losses, and that such insurance will be in place from the time the artwork is delivered to KCI until it is received back by the owner/agent. The depositing institution or owner agrees to pay the cost of all conservation services plus materials (7%), not exceeding the above estimated cost by more than (10%) without the express written approval of the depositing institution or owner. All transportation and related insurance costs are the responsibility of the owner or agent of the item.

Owner: _____ Date: _____

Institution: _____



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		December 5, 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 2022-304, Approving Resignation of Firefighter Justin Bosshart.							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Justin Bosshart, who currently serves as a captain on the Waconia Fire Department, has notified department leadership that he is moving out of our fire department boundaries. His last day serving the Waconia Fire Department was November 18. Many thanks to Firefighter Bosshart on his several years of service with the Waconia Fire Department. A process to backfill Mr. Bosshart's vacant Captain position will happen in early 2023.							
Attachments:							
1. 22304res Bosshart_Resignation.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- 304**

**RESOLUTION ACCEPTING RESIGNATION OF
FIREFIGHTER JUSTIN BOSSHART**

WHEREAS, the City has received a resignation letter from Firefighter Justin Bosshart;
and

WHEREAS, the City has received the notice in accordance with its personnel policies to
be effective November 18, 2022; and

WHEREAS, Firefighter Bosshart 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 Justin Bosshart.

Adopted by the City Council of the City of Waconia this 5th day of December 2022.

Kent Bloudek, Mayor

Attest: _____
Jackie Schulze, City Clerk



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		December 5, 2022					
Item Name:		Grant writing contract with Widseth Group for fire department Assistance to Firefighters Grant Application and grant submission.					
Originating Department:		Fire					
Presented by:		Justin Sorensen					
Previous Council Action (if any):		None					
Item Type (X only one):	Consent	☒ X	Regular Session	☐	Discussion Session	☐	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution 2022-305, Approving contract with Widseth Group and submission of grant application.							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Fire staff would like to contract with Widseth Group for assistance with submitting for a fiscal year 2022 Assistance to Firefighters Grant through FEMA. With the upcoming fire station project, staff felt that we could submit a grant application to offset some of the costs associated with the project. Specifically, staff would research the feasibility of safety, decontamination equipment, and fitness equipment for firefighter safety, health, and wellness. The costs of services is \$1,350.00 to be paid at the submission of the grant. Widseth group will assist in writing the grant, submitting the grant, and following along with the process. They have extensive experience in writing these types of grants and has been very successful in securing grant dollars for many fire departments. <u>Attachments:</u> 1. 22305res Widseth_Group_Res.doc 2. Waconia FD.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Operating Budget							
Budget Information:				Planning Commission			
☒ X Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2022-305**

**RESOLUTION AUTHORIZING FIRE CHIEF TO SIGN CONTRACT FOR SERVICES WITH
WIDSETH GROUP FOR GRANT WRITING SERVICES AND SUBMISSION OF AFG GRANT**

WHEREAS, the fire department has a new fire station project in process for 2023; and

WHEREAS, the fire department would like to offset some of the costs of this project with grant dollars; and

WHEREAS, the fire department would like to use the services of a grant writer to submit for a fiscal year 2022 Assistance to Firefighters Grant through FEMA; and

WHEREAS, the fire department would submit for a grant through this program using their services to offset costs related to firefighter safety, health, and wellness in the new fire station; and

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval for the Fire Chief to sign and approve the contract for services from the Widseth Group for grant writing services and submit for an AFG grant.

Adopted by the City Council of the City of Waconia this 5th day of December 2022.

Kent Bloudek, Mayor

Attest: _____
Jackie Schulze, City Clerk

CONFIRMATION OF REQUEST FOR GRANT WRITING SERVICES

CLIENT: Waconia Fire Department

LOCATION: Waconia, MN

SERVICE REQUESTED BY: Justin Sorenson, Fire Chief **DATE:** November 2, 2022

PROJECT: FY2022 Assistance to Firefighters Grant Application (AFG)

DESCRIPTION OF WORK INVOLVED: Assist in the completion of AFG application

TIME SCHEDULE FOR SERVICES: Immediate through grant submission

ESTIMATED GRANTWRITING COSTS:

Widseth LABOR & EXPENSES

\$1,350.00 + Expenses

BILLING METHOD:

- () Hourly
() Percentage
(X) Lump Sum
() Other

BILLING SCHEDULE:

- () Monthly
() Phased
(X) Upon Project Submission

REMARKS: Billing to be on a lump sum plus expenses basis; General Provisions as attached apply.

WIDSETH SMITH NOLTING agrees to perform the described work as set forth above. The **CLIENT** agrees to make payment for work performed within thirty (30) days after receipt of billing.

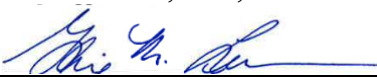
SUBMITTED:

WIDSETH SMITH NOLTING

BY: 
Rich Clausen, P.E., Vice President

APPROVED:

BY: _____
Justin Sorenson, Fire Chief

BY: 
Gail M. Leverson, Sr. Funding Specialist
Ph: 218-308-2604

DATE: _____

CLIENT BILLING ADDRESS: _____

2022 FEE SCHEDULE

CLASSIFICATION	RATE
Engineer/Architect/Surveyor/Scientist/Wetland Specialist/Geographer	
Level I	\$125 / Hour
Level II	\$148 / Hour
Level III	\$172 / Hour
Level IV	\$180 / Hour
Level V	\$195 / Hour
Technician	
Level I	\$ 82 / Hour
Level II	\$105 / Hour
Level III	\$122 / Hour
Level IV	\$137 / Hour
Level V	\$153 / Hour
Computer Systems Specialist	\$175 / Hour
Senior Funding Specialist	\$130 / Hour
Marketing Specialist	\$120 / Hour
Funding Specialist	\$100 / Hour
Administrative Assistant	\$ 75 / Hour

OTHER EXPENSES	RATE
Mileage (Federal Standard Rate) <i>subject to IRS Guidelines</i>	
Meals/Lodging	Cost
Stakes & Expendable Materials	Cost
ATV 4-Wheeler Rental	\$100 / Day
ATV Side by Side Rental	\$200 / Day
Waste Water Sampler	\$40 / Day
ISCO Flow Recorder	\$60 / Day
Photoionization Detection Meter	\$80 / Day
Explosimeter	\$50 / Day
Product Recovery Equipment	\$35 / Day
Survey-Grade GPS (Global Positioning System)	\$75 / Hour
Mapping GPS (Global Positioning System)	\$150 / Day
Lath & Hubs	\$150 / Day
Soil Drilling Rig	\$35 / Hour
Groundwater Sampling Equipment	\$75 / Day
Subcontractors	Cost plus 10%

REPRODUCTION COSTS	
Black & White Copies: 8-1/2" x 11"	\$0.10 Each
Black & White Copies: 11" x 17"	\$0.50 Each
Black & White Copies: 24" x 36"	\$3 Each
Color Copies: 8-1/2" x 11"	\$2 Each
Color Copies: 11" x 17"	\$4 Each
Color Copies: 24" x 36"	\$12 Each
Color Plots: 42" x 48"	\$22 Each

These rates are effective for only the year indicated and are subject to yearly adjustments which reflect equitable changes in the various components.

General Provisions of Professional Services Agreement

These General Provisions are intended to be used in conjunction with a letter-type Agreement or a Request for Services between Widseth Smith Nolting & Assoc., Inc., a Minnesota Corporation, hereinafter referred to as WIDSETH, and a CLIENT, wherein the CLIENT engages WIDSETH to provide certain Architectural, and/or Engineering services on a Project.

As used herein, the term "this Agreement" refers to (1) the WIDSETH Proposal Letter which becomes the Letter Agreement upon its acceptance by the Client, (2) these General Provisions and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions, and the Letter Agreement shall govern over any attached Exhibits and these General Provisions. These documents supersede all prior communications and constitute the entire Agreement between the parties. Amendments to this Agreement must be in writing and signed by both CLIENT and WIDSETH.

ARTICLE 1. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto. WIDSETH shall be entitled to an equitable adjustment to its fee should there be an interruption of services, or amendment to the schedule.

ARTICLE 2. SCOPE OF SERVICES

The scope of services covered by this Agreement shall be as set forth in the Letter Agreement or a Request for Services. Such scope of services shall be adequately described in order that both the CLIENT and WIDSETH have an understanding of the expected work to be performed.

If WIDSETH is of the opinion that any work they have been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, they shall notify the CLIENT of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a revision to the Letter Agreement or Request for Services and entered into by both parties.

ARTICLE 3. COMPENSATION TO WIDSETH

A. Compensation to WIDSETH for services described in this Agreement shall be on a Lump Sum basis, Percentage of Construction, and/or Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.

1. A Lump Sum method of payment for WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on an estimated percentage of completion of WIDSETH's services.
2. A Percentage of Construction or an Hourly Rate method of payment of WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an Hourly Rate method of payment, WIDSETH shall be paid for the actual hours worked on the Project by WIDSETH technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general, and administrative overhead and professional fee. In a Percentage of Construction method of payment, final compensation will be based on actual bids if the project is bid and WIDSETH's estimate to the CLIENT if the project is not bid. A rate schedule shall be furnished by WIDSETH to CLIENT upon which to base periodic payments to WIDSETH.
3. In addition to the foregoing, WIDSETH shall be reimbursed for items and services as set forth in the Letter Agreement or Fee Schedule and the following Direct Expenses when incurred in the performance of the work:
 - (a) Travel and subsistence.
 - (b) Specialized computer services or programs.
 - (c) Outside professional and technical services with cost defined as the amount billed WIDSETH.
 - (d) Identifiable reproduction and reprographic costs.
 - (e) Other expenses for items such as permit application fees, license fees, or other additional items and services whether or not specifically identified in the Letter Agreement or Fee Schedule.
4. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as available.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies WIDSETH in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case, only the disputed item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1 % per month, or the maximum amount authorized by law, whichever is less. WIDSETH shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys fees, incurred in connection with collecting amount owed by CLIENT. In addition, WIDSETH may, after giving seven days written notice to the CLIENT, suspend services and withhold deliverables under this Agreement until WIDSETH has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that WIDSETH shall not be responsible for any claim for delay or other consequential damages arising from suspension of services hereunder. Upon payment in full by Client and WIDSETH's resumption of services, the time for performance of WIDSETH's services shall be equitably adjusted to account for the period of suspension and other reasonable time necessary to resume performance.

ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WIDSETH. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

In the event of termination, and upon payment in full for all work performed and expenses incurred to the date of termination, documents that are identified as deliverables under the Letter Agreement whether finished or unfinished shall be made available by WIDSETH to the CLIENT pursuant to Article 5, and there shall be no further payment obligation of the CLIENT to WIDSETH under this Agreement except for payment of an amount for WIDSETH's anticipated profit on the value of the services not performed by WIDSETH and computed in accordance with the provisions of Article 3 and the Letter Agreement.

In the event of a reduction in scope of the Project work, WIDSETH shall be paid for the work performed and expenses incurred on the Project work thus reduced and for any completed and abandoned work, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement.

ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by WIDSETH or its consultants are Instruments of Service and shall remain the property of WIDSETH or its consultants, respectively. WIDSETH and its subconsultants retain all common law, statutory and other reserved rights, including, without limitation, copyright. WIDSETH and its subconsultants maintain the right to determine if production will be made, and allowable format for production, of any electronic media or data to CLIENT or any third-party. Upon payment in full of monies due pursuant to the Agreement, WIDSETH shall make hard copies available to the CLIENT, of all documents that are identified as deliverables under the Letter Agreement. If the documents have not been finished (including, but not limited to, completion of final quality control), then WIDSETH shall have no liability for any claims expenses or damages that may arise out of items that could have been corrected during completion/quality control. Any Instruments of Service provided are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any modification or reuse without written verification or adaptation by WIDSETH for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to WIDSETH. CLIENT shall indemnify, defend and hold harmless WIDSETH from any and all suits or claims of third parties arising out of use of unfinished documents, or modification or reuse of finished documents, which is not specifically verified, adapted, or authorized in writing by WIDSETH. This indemnity shall survive the termination of this Agreement.

Should WIDSETH choose to deliver to CLIENT documents in electronic form, CLIENT acknowledges that differences may exist between any electronic files delivered and the printed hard-copy. Copies of documents that may be relied upon by CLIENT are limited to the printed hard-copies that are signed and/or sealed by WIDSETH. Files in electronic form are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic documents will be at user's sole risk. CLIENT acknowledges that the useful life of some forms of electronic media may be limited because of deterioration of the media or obsolescence of the computer hardware and/or software systems. Therefore, WIDSETH makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

ARTICLE 6. CLIENT'S ACCEPTANCE BY PURCHASE ORDER OR OTHER MEANS

In lieu of or in addition to signing the acceptance blank on the Letter Agreement, the CLIENT may accept this Agreement by permitting WIDSETH to commence work on the project or by issuing a purchase order signed by a duly authorized representative. Such purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by WIDSETH.

WIDSETH

ARCHITECTS ■ ENGINEERS
SCIENTISTS ■ SURVEYORS

ARTICLE 7. CLIENT'S RESPONSIBILITIES

A. To permit WIDSETH to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WIDSETH:

1. Provide all program, budget, or other necessary information regarding its requirements as necessary for orderly progress of the work.
2. Designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to WIDSETH's services.
3. Furnish, as required for performance of WIDSETH's services (except to the extent provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.
4. Provide access to, and make all provisions for WIDSETH to enter upon publicly or privately owned property as required to perform the work.
5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by WIDSETH, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WIDSETH.
7. Give prompt written notice to WIDSETH whenever CLIENT observes or otherwise becomes aware of any development that affects the scope of timing of WIDSETH's services or any defect in the work of Construction Contractor(s), Consultants or WIDSETH.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.

If WIDSETH encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WIDSETH shall cease activity on the Project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Letter Agreement, the services to be provided by WIDSETH do not include identification of asbestos or pollution, and WIDSETH has no duty to identify or attempt to identify the same within the area of the Project.

With respect to the foregoing, CLIENT acknowledges and agrees that WIDSETH is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos or pollution which may be encountered by WIDSETH on the Project. It is further understood and agreed that services WIDSETH will undertake for CLIENT may be uninsurable obligations involving the presence or potential presence of asbestos or pollution. Therefore, CLIENT agrees, except (1) such liability as may arise out of WIDSETH's sole negligence in the performance of services under this Agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WIDSETH and WIDSETH's officers, subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos or pollution. This indemnification is intended to apply only to existing conditions and not to conditions caused or created by WIDSETH. This indemnification shall survive the termination of this Agreement.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or WIDSETH may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

10. Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.
11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

B. WIDSETH may use any CLIENT provided information in performing its services. WIDSETH shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If WIDSETH finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, WIDSETH shall endeavor to notify the CLIENT. However, WIDSETH shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by CLIENT.

ARTICLE 8. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Letter Agreement or any Exhibits attached hereto are to be made on the basis of WIDSETH's experience and qualifications and represent WIDSETH's judgment as an experienced design professional. It is recognized, however, that WIDSETH does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of WIDSETH's cost opinions must, of necessity, be speculative until completion of construction or acquisition. Accordingly, WIDSETH does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by WIDSETH to CLIENT hereunder.

ARTICLE 9. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and Contractor(s), (3) in connection with approval of shop drawings and sample submittals, and (4) as a result of and in response to WIDSETH's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if WIDSETH is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, WIDSETH will not be responsible for, and CLIENT shall indemnify and hold WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents from liability for failure to perform in accordance with professional standards any duty or responsibility which WIDSETH has undertaken or assumed under this Agreement.

ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

WIDSETH may review and approve or take other appropriate action on the contractor's submittals or shop drawings for the limited purpose of checking for general conformance with information given and design concept expressed in the Contract Documents. Review and/or approval of submittals is not conducted for the purpose of determining accuracy and completeness of other details or for substantiating instructions for installation or performance of equipment or systems, all of which remain the exclusive responsibility of the contractor. WIDSETH's review and/or approval shall not constitute approval of safety precautions, or any construction means, methods, techniques, sequences or procedures. WIDSETH's approval of a specific item shall not indicate approval of an assembly of which the item is a component. WIDSETH's review and/or approval shall not relieve contractor for any deviations from the requirements of the contract documents nor from the responsibility for errors or omissions on items such as sizes, dimensions, quantities, colors, or locations. Contractor shall remain solely responsible for compliance with any manufacturer requirements and recommendations.

ARTICLE 11. REVIEW OF PAY APPLICATIONS

If included in the scope of services, any review or certification of any pay applications, or certificates of completion shall be based upon WIDSETH's observation of the Work and on the data comprising the contractor's application for payment, and shall indicate that to the best of WIDSETH's knowledge, information and belief, the quantity and quality of the Work is in general conformance with the Contract Documents. The issuance of a certificate for payment or substantial completion is not a representation that WIDSETH has made exhaustive or continuous inspections, reviewed construction means and methods, verified any back-up data provided by the contractor, or ascertained how or for what purpose the contractor has used money previously paid by CLIENT.

ARTICLE 12. REQUESTS FOR INFORMATION (RFI)

If included in the scope of services, WIDSETH will provide, with reasonable promptness, written responses to requests from any contractor for clarification, interpretation or information on the requirements of the Contract Documents. If Contractor's RFI's are, in WIDSETH's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WIDSETH shall be entitled to compensation for Additional Services for WIDSETH's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such charges for additional services as described in this article.

ARTICLE 13. CONSTRUCTION OBSERVATION

If included in the scope of services, WIDSETH will make site visits as specified in the scope of services in order to observe the progress of the Work completed. Such site visits and observations are not intended to be an exhaustive check or detailed inspection, but rather are to allow WIDSETH to become generally familiar with the Work. WIDSETH shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WIDSETH shall not supervise, direct or have control over any Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. WIDSETH shall not be responsible for any acts or omissions of any Contractor and shall not be responsible for any Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, regulations, or industry standards.

If construction observation services are not included in the scope of services, CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against WIDSETH that are connected with the performance of such services.

ARTICLE 14. BETTERMENT

If, due to WIDSETH's negligence, a required item or component of the Project is omitted from the construction documents, WIDSETH shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will WIDSETH be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES

WIDSETH shall not be required to sign any documents, no matter by who requested, that would result in WIDSETH having to certify, guarantee or warrant the existence of conditions whose existence WIDSETH cannot ascertain. CLIENT agrees not to make resolution of any dispute with WIDSETH or payment of any amount due to WIDSETH in any way contingent upon WIDSETH signing such certification.

ARTICLE 16. CONTINGENCY FUND

CLIENT and WIDSETH agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications prepared by WIDSETH, and therefore, that the final construction cost of the Project may exceed the bids, contract amount or estimated construction cost. CLIENT agrees to set aside a reserve in the amount of 5% of the Project construct costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim by way of direct or third-party action against WIDSETH with respect to any increased costs within the contingency because of such changes or because of any claims made by any Contractor relating to such changes.

ARTICLE 17. INSURANCE

WIDSETH shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom.

Also, WIDSETH shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which WIDSETH is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

ARTICLE 18. ASSIGNMENT

Neither Party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WIDSETH as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

ARTICLE 19. NO THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship or a cause of action by a third-party against either WIDSETH or CLIENT. WIDSETH's services pursuant to this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WIDSETH because of this Agreement.

ARTICLE 20. CORPORATE PROTECTION

It is intended by the parties to this Agreement that WIDSETH's services in connection with the Project shall not subject WIDSETH's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary, CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WIDSETH, a Minnesota corporation, and not against any of WIDSETH's individual employees, officers or directors.

ARTICLE 21. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 22. ASSIGNMENT OF RISK

In recognition of the relative risks and benefits of the project to both the CLIENT and WIDSETH, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WIDSETH, employees of WIDSETH and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WIDSETH, employees of WIDSETH and sub-consultants, to all those named shall not exceed WIDSETH's total fee received for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

ARTICLE 23. NON-DISCRIMINATION

WIDSETH will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

ARTICLE 24. SEVERABILITY

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding between CLIENT and WIDSETH. All limits of liability and indemnities contained in the Agreement shall survive the completion or termination of the Agreement.

ARTICLE 25. PRE-LIEN NOTICE

PURSUANT TO THE AGREEMENT WIDSETH WILL BE PERFORMING SERVICES IN CONNECTION WITH IMPROVEMENTS OF REAL PROPERTY AND MAY CONTRACT WITH SUBCONSULTANTS OR SUBCONTRACTORS AS APPROPRIATE TO FURNISH LABOR, SKILL AND/OR MATERIALS IN THE PERFORMANCE OF THE WORK. ACCORDINGLY, CLIENT IS ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:

- (a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR ITS CONTRIBUTIONS.**
- (b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		December 5, 2022				
Item Name:		2023 Budget & Levy Presentation				
Originating Department:		Finance				
Presented by:		Amanda Ortloff				
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>						
No action required. This is an opportunity for the Public to ask questions of the City Council regarding the proposed budget and property tax levy for 2023. Council can direct staff to make adjustments during this discussion and presentation.						
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>						
Attached are a few slides from the presentation that will be reviewed during the public information meeting regarding the City's proposed 2023 budget and levy. A portion of the city's financial model is also included for your review. A detailed copy of the City's departmental budgets will be posted on the City's website prior to the meeting for inspection by interested parties. After the budget and levy presentation, the City Council may take comments from the public. Property owners received their preliminary tax statements from Carver County in late November. The statements received were based on the City's preliminary levy that was set earlier this year. The attached presentation is based on the proposed final levy that is planned to be approved on Monday, December 19, 2022. The final levy is proposed to be slightly decreased from the preliminary levy that was approved on September 26, 2022. <u>Attachments:</u> 1. 2023 Budget & Levy Information Meeting.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			

A photograph of a white water tower with a blue base and a red and white logo on top. The tower is surrounded by trees with green and yellow leaves. The sky is blue.

2023 Budget & Levy Information Meeting

Monday, December 5, 2022

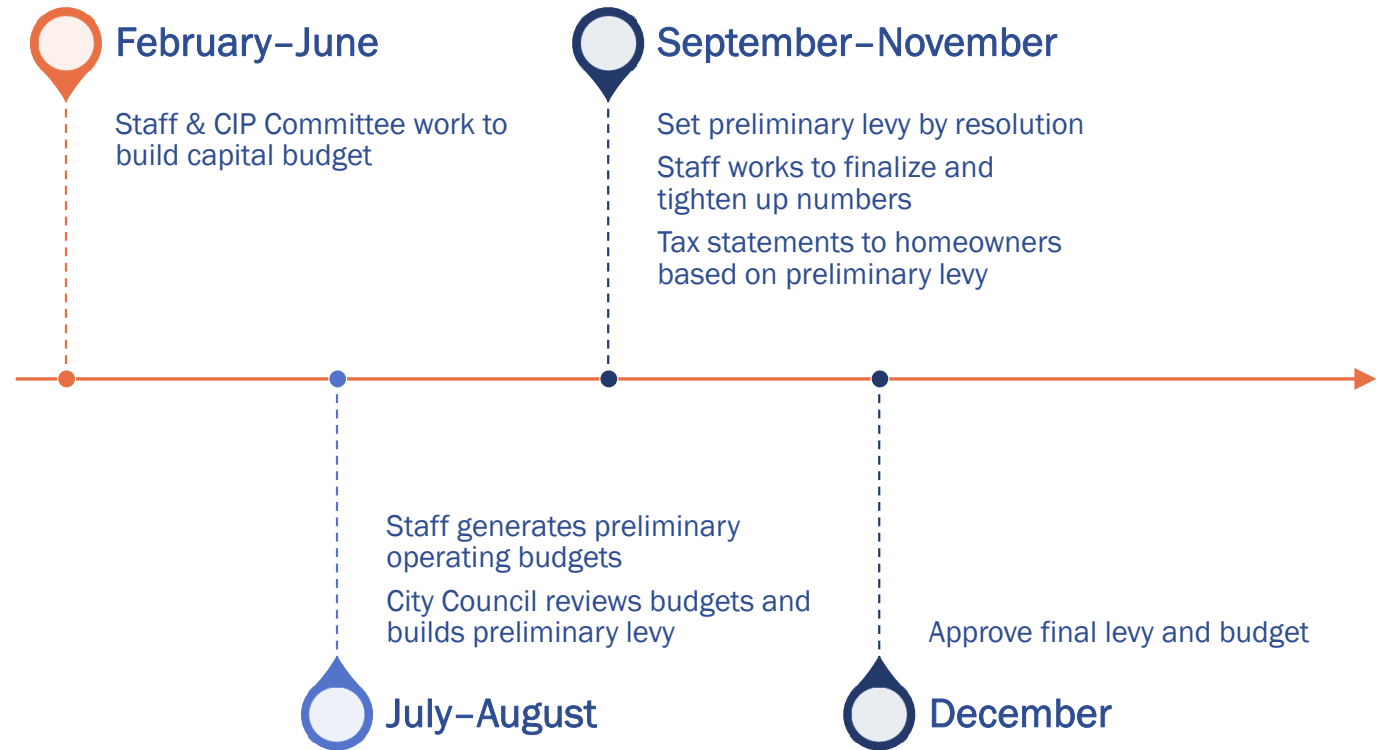
6:00 p.m.

Agenda



Review	Annual Budget Process & Proposed Final Levy
Analyze	Departmental Budgets – General Fund
Examine	Departmental Budgets – Enterprise Funds
Wrap-Up	Other Funds Review & Questions

City's Annual Budget Process



Taxable Market Value Information

- Property owners notified of market value changes in March
- Review valuation of their property with the Carver County Assessor in April
- County board of equalization reviews adjustments in June
- City receives numbers in August to build preliminary levy
- City of Waconia's Market Value Information
 - Overall Taxable Market Value increased 21.65% from 2022
 - Average Valued Home in Waconia increased in value approximately 25%
 - Current average valued home is about \$418,500

*** Great resource to explain 2022 Assessed Values in Carver County*

<https://www.co.carver.mn.us/departments/property-finance/property-assessment>

Preliminary vs. Proposed Final Levy

	2022 - Final	2023 - Preliminary	2023 – Proposed Final
General Operating Levy	\$6,004,232	\$6,532,604	\$6,490,575
Special Debt Levy	\$3,021.026	\$3,732,515	\$3,732,515
Total Levy:	\$9,025,258	\$10,265,119	\$10,223,089
City's Tax Rate	46.158%	41.518%	41.346%

City Utility Rates

2022 average utility bill is \$86.29/month

2023 average proposed utility bill is \$91.97/month

Total increase for average bill: \$5.68/month

- \$1.93 Storm Sewer
- \$3.24 Sewer
- \$0.45 Water
- 0.06 Street Light

WACONIA FINANCIAL MANAGEMENT PLAN
Updated: 11/16/2022

	2021	2022	2022	2023	2024	2025	2026	2027
GENERAL FUND	Actual	Final Budget	Amended Budget	Preliminary Budget	Forecast	Forecast	Forecast	Forecast
REVENUE								
GENERAL PROPERTY TAX LEVY	5,886,502	6,004,232	6,004,232	6,490,575	8,372,842	8,707,755	8,881,910	9,059,549
Potential for Uncollectible Taxes	5,742	(60,042)	(60,042)	(64,906)	(83,728)	(87,078)	(88,819)	(90,595)
LOCAL GOVERNMENT AID (LGA)	9,282	9,282	9,282	-	-	-	-	-
TRANSFERS IN - ENTERPRISE & PEG & PIR DEBT	228,084	241,950	241,950	272,200	280,366	288,777	297,440	306,363
ADMINISTRATION, FINANCE, & TECH	645,104	674,150	674,150	720,805	742,429	764,702	787,643	811,272
PLANNING & INSPECTIONS	1,164,543	964,200	1,194,200	926,200	935,462	944,817	954,265	963,807
CENTRAL FACILITIES	64,359	59,203	59,203	85,757	88,330	90,980	93,709	96,520
FIRE	152,660	133,517	133,517	140,219	144,426	148,758	153,221	157,818
LAW ENFORCEMENT	171,608	97,500	162,500	103,000	106,090	109,273	112,551	115,927
STREETS	183,039	184,868	184,868	206,971	213,180	219,576	226,163	232,948
PARKS	11,099	3,700	3,700	8,700	8,961	9,230	9,507	9,792
RECREATION	9,779	9,800	9,800	9,800	10,094	10,397	10,709	11,030
TOTAL REVENUE	8,531,800	8,322,360	8,617,360	8,899,321	10,818,451	11,207,186	11,438,299	11,674,431
	2.9%	7.3%	7.3%	6.9%	21.6%	3.6%	2.1%	2.1%
EXPENDITURES								
ADMINISTRATION, FINANCE, & TECH	1,447,407	1,756,555	1,756,555	1,946,633	2,024,498	2,105,478	2,189,697	2,277,285
PLANNING & INSPECTIONS	651,268	727,760	787,760	762,046	792,528	824,229	857,198	891,486
FIRE	485,657	613,377	613,377	660,770	687,201	714,689	743,276	773,007
LAW ENFORCEMENT & COMMUNITY SAFETY	931,245	943,126	943,126	1,065,621	1,108,246	1,152,573	1,198,679	1,246,626
STREETS	1,271,854	1,495,721	1,495,721	1,818,320	1,891,053	1,966,695	2,045,363	2,127,177
PARKS	658,342	807,382	807,382	968,998	1,007,758	1,048,068	1,089,991	1,133,591
RECREATION	15,379	23,650	23,650	72,650	75,556	78,578	81,721	84,990
CENTRAL FACILITIES	271,444	293,161	293,161	315,190	327,798	340,910	354,546	368,728
TRANSFERS OUT - Debt Service Tax Abatement	341,792	416,407	416,407	447,825	475,548	475,548	152,442	152,442
TRANSFERS OUT- Capital Equipment Support	275,000	300,000	300,000	325,000	500,000	550,000	550,000	550,000
TRANSFERS OUT- Safari Island Support	350,000	326,365	326,365	190,000	190,000	190,000	190,000	190,000
TRANSFERS OUT - Arena Support	530,000	530,000	530,000	530,000	567,050	594,050	594,050	594,050
TRANSFERS OUT - PIR Capital Support	550,000	565,000	565,000	535,000	1,100,000	1,200,000	1,200,000	1,000,000
TOTAL EXPENDITURES	7,779,387	8,798,504	8,858,504	9,638,053	10,747,235	11,240,820	11,246,964	11,389,383
Operating % Change	2.2%	11.9%	11.9%	9.5%	11.5%	4.6%	0.1%	1.3%
INCREASE(DECREASE) IN FUND BALANCE	752,414	(476,144)	(241,144)	(738,732)	71,216	(33,634)	191,335	285,049
EFFECT on Fund Balance								
Fund Balance - January 1	3,272,186	4,024,600	4,024,600	3,783,455	3,044,723	3,115,939	3,082,305	3,273,640
Budgeted Increase(Decrease)	752,414	(476,144)	(241,144)	(738,732)	71,216	(33,634)	191,335	285,049
Projected Fund Balance - December 31	4,024,600	3,548,455	3,783,455	3,044,723	3,115,939	3,082,305	3,273,640	3,558,689
% of Operating	70%	53%	56%	40%	39%	37%	38%	40%
GENERAL OPERATING LEVY	5,886,502	6,004,232	6,004,232	6,490,575	8,372,842	8,707,755	8,881,910	9,059,549
% Change	0.0%	2.0%	2.0%	8.1%	29.0%	4.0%	2.0%	2.0%
SPECIAL DEBT LEVY	2,643,605	3,021,026	3,021,026	3,732,515	3,784,862	3,705,912	3,203,574	2,960,635
% Change	3.8%	12.5%	12.5%	19.1%	1.4%	-2.1%	-15.7%	-8.2%
SPECIAL LEVY FOR INFRASTRUCTURE/EQUIPMENT	0	0	0	0	531,351	1,114,192	1,756,548	2,346,470
PROPOSED OVERALL TAX LEVY	8,530,107	9,025,258	9,025,258	10,223,089	12,689,055	13,527,860	13,842,032	14,366,654
LESS FISCAL DISPARITIES	984,801	1,055,102	1,055,102	990,589	990,589	990,589	990,589	990,589
NET LEVY TO TAXPAYERS	7,545,306	7,970,156	7,970,156	9,232,500	11,698,466	12,537,271	12,851,443	13,376,065
Overall Levy % Change	2.18%	5.63%	5.63%	15.84%	26.71%	7.17%	2.51%	4.08%
TAXABLE MARKET VALUE	1,591,776,300	1,670,262,400	1,670,262,400	2,131,314,200	2,282,940,325	2,367,265,217	2,454,041,430	2,507,378,408
Change in Market Value	3.45%	4.70%	4.70%	21.63%	6.64%	3.56%	3.54%	2.13%
EXISTING TAX CAPACITY	18,322,831	19,157,926	19,157,926	24,288,440	26,231,515	27,018,461	27,829,014	28,663,885
MWF/Cherry Street TIF Capacity reduction	176,681	177,980	177,980	210,031	156,000	100,000	100,000	100,000
TAX CAPACITY Revisions from MV Changes	-1,622,773	-1,712,816	-1,712,816	-1,748,348	-1,888,216	-1,944,862	-2,003,208	-2,063,304
NET TOTAL TAX CAPACITY	16,523,377	17,267,130	17,267,130	22,330,061	24,187,299	24,973,598	25,725,806	26,500,580
Tax Capacity Change	3.42%	4.50%	4.50%	29.32%	8.32%	3.25%	3.01%	3.01%
TAX RATE ON TAX CAPACITY	45.664%	46.158%	46.158%	41.346%	48.366%	50.202%	49.955%	50.475%
TAX RATE % CHANGE	-0.56%	0.49%	0.49%	-4.81%	7.02%	1.84%	-0.25%	0.52%
Average Valued Home	\$ 317,800	\$ 334,400	\$ 334,400	\$ 418,500	\$ 451,980	\$ 465,539	\$ 479,506	\$ 493,891
Average Valued Home with Market Value Exclusion	\$ 309,200	\$ 327,300	\$ 327,300	\$ 418,500	\$ 451,980	\$ 465,539	\$ 479,506	\$ 493,891
Estimated Annual City Portion of Tax Bill	\$ 1,411.94	\$ 1,510.75	\$ 1,510.75	\$ 1,730.31	\$ 2,186.05	\$ 2,337.11	\$ 2,395.39	\$ 2,492.89
Amount Increase or (Decrease)	\$ 33.62	\$ 98.81	\$ 98.81	\$ 219.56	\$ 455.74	\$ 151.05	\$ 58.29	\$ 97.50
Percent Increase or (Decrease)	2.44%	7.00%	7.00%	14.53%	26.34%	6.91%	2.49%	4.07%