

WACONIA CITY COUNCIL MEETING AGENDA



Monday, November 20, 2023
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: NICOLE WALDRON
COUNCIL MEMBER : RANDY SORENSEN
COUNCIL MEMBER: STEVE YETZER
COUNCIL MEMBER: NICK GLEASON
COUNCIL MEMBER: JEFF GRENGS

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

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

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

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

- 1) [October 16, 2023 Minutes](#)
Approve minutes from October 16, 2023 City Council Meeting
- 2) [November 20, 2023 Expenditures](#)
Payment of November 20, 2023 Expenditures
- 3) [Rink Management Services Corporation Safari Island Community Center Expenditures Incurred October 2023](#)
Motion to Approve Rink Management Corporation Expenditures for Safari Island Community Center Incurred in October 2023
- 4) [Rink Management Services Corporation Waconia Ice Arena Expenditures Incurred October 2023](#)
Motion to Approve Rink Management Corporation Expenditures for Waconia Ice Arena Incurred in

October 2023

- 5) [Kraus Anderson Contractor Pay Request - New Fire Station](#)
Motion to Approve Contractor Payment Request for the New Fire Station Project
- 6) [Contractor Pay Request #14 - New Fire Station](#)
Motion to Approve Contractor Payment Request for the New Fire Station Project
- 7) [Contractor Pay Request #6 - Waconia Downtown Reconstruction - Phase 1](#)
Motion to approve pay estimate No. 6 to GMH Asphalt, Inc. for the Waconia Downtown Reconstruction - Phase 1
- 8) [Waconia Township Letter of Support](#)
Motion to adopt letter of support for Waconia Township LRIP Grant Application
- 9) [Ordinance Amending Chapter 415 Regarding Stormwater Reuse Systems](#)
Adopt Ordinance 768, Amending Chapter 415
Adopt Resolution #2023-242, Approving Summary Publication
- 10) [Sudheimer Industrial Park Pond Cleaning Authorization to Bid](#)
Approve Resolution #2023-243, Authorizing Bid
- 11) [Approval of Auditor Engagement for 2023-2025 Financial Statement Audits with Redpath and Company, LLC](#)
Adopt Resolution #2023-244, Approving Engagement with Redpath and Company, LLC for Auditing Services in Relation to Fiscal Year End 2023-2025
- 12) [Authorize Approval of Sale or Disposal of Surplus Equipment](#)
Adopt Resolution #2023-245, Authorize Approval of Sale or Disposal of Surplus Equipment
- 13) [Application for Exempt Permit for Knights of Columbus](#)
Adopt Resolution #2023-246, Approving Application for Exempt Permit, Knights of Columbus
- 14) [Firefighter Leave of Absence](#)
Adopt Resolution #2023-247, Approving Leave of Absence for Firefighter Ryan Thayer
- 15) [Contract with Johnson Controls for Fire Alarm Monitoring of Public Services Facility](#)
Adopt Resolution #2023-248, Adopting Contract with Johnson Controls for Fire Alarm Panel Monitoring

6. COUNCIL BUSINESS

- 1) [Loader Winter Rental](#)
Adopt Resolution #2023-249 Authorizing Loader Winter Rental
- 2) [241 W 3 1/2 Street Landscaping Items](#)
Discussion & Direction
- 3) [Parking Items](#)
Adopt Resolution #2023-250, Approving Parking Restrictions

7. ITEMS REMOVED FROM CONSENT AGENDA

8. STAFF REPORTS

9. BOARD REPORTS

- 1) Councilmember Sorensen
- 2) Councilmember Yetzer
- 3) Councilmember Gleason
- 4) Councilmember Grengs
- 5) Mayor Waldron

10. ANNOUNCEMENTS

11. ADJOURN REGULAR MEETINGOFFICE OF THE CITY ADMINISTRATOR

Work Session:

2024 Budget & Levy Wrap Up, Public Services Director Recruitment

UPCOMING CALENDAR OF EVENTS/MEETINGS:

Thanksgiving Holiday - November 23rd & 25th (Offices Closed)

City Council Meeting - December 4th at 6:00 p.m.

Planning Commission - December 7th at 6:30 p.m.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		November 20, 2023					
Item Name:		October 16, 2023 Minutes					
Originating Department:		Administration					
Presented by:		Jackie Schulze					
Previous Council Action (if any):							
Item Type (X only one):	Consent	X	Regular Session		Discussion Session		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Approve minutes from October 16, 2023 City Council Meeting							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Minutes from November 6, 2023 City Council Meeting are included on subsequent pages.							
<u>Attachments:</u>							
1. City Council 11062023.docx							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information: ☐ Budgeted ☐ Non Budgeted ☐ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			

CITY OF WACONIA
November 6, 2023

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 Waldron at 6:00 p.m. The following members were present: Nicole Waldron, Randy Sorensen, Steve Yetzer, Nick Gleason, Jeff Grengs

Staff Present: Jackie Schulze, Lane Braaten, Justin Sorensen, Jake Saulsbury, Nicole Meyer, Mike Melchert, Tyler Stahn, Brenda Stein.

2) **PLEDGE OF ALLEGIANCE**

3) **ADOPT AGENDA**

No changes to the agenda.

Motion by Yetzer, seconded by Grengs to adopt the agenda. **MOTION CARRIED.**

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

Christine Fenner, President – Waconia Area Chamber of Commerce: Destination Waconia Tourism.

Fenner gave an overview of the Chamber and Visitors Bureau.

Key points: Community Connection, Waconia Prosperity, Talent Forward-working with Community Development, and Destination Waconia. Fenner explained the impact of tourism and how economic growth is affected though out the community and Carver County. Tourism packets and event calendars are sent out by the Chamber promoting our community. A part of the marketing is the Information Guide explaining fun exciting adventures and things to do in Waconia.

John Zimmerman, Representative of the Waconia Township – A seven-member Planning Committee has been organized to review options for North Shore Road improvements. Zimmerman is asking for the City's support by writing a letter of support for the North Shore Road pavement project. The Township is applying for a Minnesota Grant for local road improvements. If the Township is awarded the grant the construction would begin in 2025.

5) **ADOPT CONSENT AGENDA**

5.1 October 16, 2023 Minutes

[Cover Page](#)

[City Council Minutes 10162023.docx](#)

5.2 November 6, 2023 Expenditures

[Cover Page](#)

[Council List-Expenditures 11.06.23.pdf](#)

5.3 CSAH 10 & Waconia Parkway N Intersection Project Easements

[Cover Page](#)

[11.06 Resolution 2023-225.docx](#)

[Project Image.pdf](#)

[Cullip PERMANENT DRAINAGE AND UTILITY EASEMENT \(Draft 10.27.2023\).docx](#)

[Cullip PERMANENT RIGHT-OF-WAY EASEMENT \(Draft 10.27.2023\).docx](#)

[Dahlke TEMPORARY CONSTRUCTION EASEMENT \(Draft 10.27.2023\).docx](#)

[Reddig PERMANENT DRAINAGE AND UTILITY EASEMENT \(Draft 10.27.2023\).docx](#)

[Reddig PERMANENT RIGHT-OF-WAY EASEMENT \(Draft 10.27.2023\).docx](#)

[Thun PERMANENT RIGHT-OF-WAY EASEMENT \(Draft 10.27.2023\).docx](#)

[Thun TEMPORARY CONSTRUCTION EASEMENT \(Draft 10.27.2023\).docx](#)

[Villages of Hilks Lake HOA PERMANENT RIGHT-OF-WAY EASEMENT \(Draft 10.27.2023\).docx](#)

[Villages of Hilks Lake HOA TEMPORARY CONSTRUCTION EASEMENT \(Draft 10.27.2023\).docx](#)

5.4 Valvoline Storm Water Drainage and Reuse Agreement

[Cover Page](#)

[2023-226 Resolution_Approving_Valvoline_Reuse_Agreement.docx](#)

[Ordinance 766 Storm Water.docx](#)

[2023-227_Summary_Publication_Resolution_Valvoline.docx](#)

[Reuse Agreement for Valvoline.docx](#)

- 5.5 Local Road Improvement Grant Application
- [Cover Page](#)
- [2023-228 Frontage_Road_LRIP_Resolution.docx](#)
- [Local Road Improvement Program - Info Sheet-19029936-v3.PDF](#)
- 5.6 Sandy Shores - Development Agreement - Jeffery C. Helstrom
- [Cover Page](#)
- [2023 - Resolution Approving Development Agreement for Sandy Shores.docx](#) 229
- [Dev Agreement Sandy Shores.pdf](#)
- 5.7 Statewide Volunteer Firefighter Plan
- [Cover Page](#)
- [2023-230 res_Relief_Benefit_Level_RES.docx](#)
- [SVF Benefit Analysis.pdf](#)
- 5.8 2024 Prosecution Contract
- [Cover Page](#)
- [2023-231 res_Prosecution_Contract_RES.docx](#)
- [2024 Prosecution Contract_Waconia.docx](#)
- [Prosecution Contracts for 2024.pptx](#)
- 5.9 2024 GIS Analyst Shared Position Agreement with Carver County
- [Cover Page](#)
- [GIS Analyst Shared Position Agreement - Waconia.doc](#)
- [2023-232_GIS_Shared_Position.docx](#)
- 5.10 Authorize Hire for Administration Specialist
- [Cover Page](#)

[2023-233_Admin_Specialist.docx](#)

5.11 Ordinance 767 Amending Chapter 700 of City Code: Nuisances

[Cover Page](#)

[ORD 767 Chapter 700 Ordinance Amendment](#)

[23-234_Chapter_700__Summary_Publication_Resolution \(1\).docx](#)

5.12 Contract for Winter Towing & Impound Services

[Cover Page](#)

[2023-235 Resolution Approving Towing Agreement with exhibits__Draft_11-01-2023_.docx](#)

[Towing Agreement with exhibits \(Draft 11.01.23\).docx](#)

5.13 Agreement for Auction Services

[Cover Page](#)

[2023-236 Res_Auctioneer_Contract_11.06.23.doc](#)

[City of Waconia contract.pdf](#)

5.14 Donation Acceptance - Cash Donation for Park Project

[Cover Page](#)

[2023-237 Res_Donations_Received_Parks_11.06.23.doc](#)

Sorensen asked to pull item 5.12 (Contract for Winter Towing & Impound Service) off the consent agenda.

Motion by Sorensen, second by Gleason to adopt the consent agenda pulling item 5.12 for further discussion. **MOTION CARRIED.**

6) COUNCIL BUSINESS

6.1 Donation Acceptance - Cash Donations for City Square Park War Memorial Monument Restoration

[Cover Page](#)

[2023-238 Res_Donations_Received_War_Memorial.doc](#)

Meyer presented the Donation Acceptance from the American Legion post. Fineran added information regarding the installation of the Civil War Monument. Sorensen mentioned the project exceeded \$200,000 in donations, funding, and grants.

Motion by Gleason, seconded by Yetzer to Adopt Resolution #2023-238, for accepting Cash Donations for City Square Park War Memorial Monument Restoration. Sorensen sustained from the motion. **MOTION CARRIED.**

[6.2 Variance - 483 Lakeview Terrace Boulevard](#)

[Cover Page](#)

[2023-239_Variance_Lakeview_Terrace.docx](#)

[Location Map 483 Lakeview Terrace Blvd \(1 Page\)](#)

[Waconia Variance Request Narrative \(1 Page\)](#)

[Existing and Proposed Site Plan \(3 Pages\)](#)

[Proposed House Elevations \(2 Pages\)](#)

Nelson presented the Variance application from M&M Contractors for address 483 Lakeview Terrace Boulevard on behalf of Tim and DeAnn Buss to demolish the existing home and rebuild a new home. The proposed new home would result in an impervious surface of 29.3% versus the maximum 25% allowed in the Shoreland Overlay District.

Nelson displayed the location of the property being R-2 single family residential in the shoreland overlay district. The current home is nonconforming to the setbacks. The new home would conform to all yard setbacks along with a trench drain system. Carver County Water Management Organization reviewed the infiltration trench and the native shoreline buffer. They indicated that the improvements are sized to provide enough treatment for the proposed increased in impervious surface to meet the WMO rules. Shoreline restoration work has been met.

The trench system can handle the storm water runoff per city engineer and CCWMO states that this would be a net improvement in comparison to the impervious surface increase.

Nelson went through the Variance Criteria along with the 4 recommended conditions of approval.

Yetzer asked if there were any public comments. Nelson explained one noise complaint regarding a barking dog, setback comment and questions regarding the trench system.

Sorensen wondered about the infiltration system continuing to function properly throughout the years. Nelson mentioned a maintenance agreement would be in place to insure proper performance of the system.

Saulsbury confirmed the systems are very light maintenance such as removing debris and unwanted vegetation with every few years making sure the system is not getting compacted.

Nelson clarified the seed mix for restoring the shoreline.

Yetzers mentioned a concern wondering who will check the maintenance agreements are being upheld. A cartograph system would be used.

Motion by Yetzer, second by Gleason to approve the Variance for 483 Lakeview Terrace Boulevard Terrace. **MOTION CARRIED.**

6.3 Winter Maintenance Policy Update

[Cover Page](#)

[2023-240_res_Accepting_Amended_Winter_Maintenance_Policy_Resolution.doc](#)

[2023-2024 WM Policy DRAFT.docx](#)

[ExhibitACollectorStreets2023-2024.pdf](#)

[ExhibitBSnowStorage2023-2024.pdf](#)

[ExhibitCTrailsSidewalks.pdf](#)

[ExhibitDWindrowStreets2023-2024.pdf](#)

[ExhibitFMaintenanceResponsibility2023-2024.pdf](#)

[ExhibitGAntiIcing2023-2024.pdf](#)

[RV Towing RFP.pdf](#)

[Snow Hauling.Hennings.RFQ 10.27.23.pdf](#)

[CAT 950 Winter Lease 10.20.2023pdf.pdf](#)

[Lano Sany Quote.pdf](#)

[United Rental Reservation Quote](#)

Fineran presented the Winter Policy Update, Resolution #2023-240. The proposed changes were reviewed at the work session on October 16, 2023. Waconia has over 100 cul-de-sacs, 15 of those had been receiving a different level of service relating to snow storage and removal. Expect changes to the cul-de-sacs located primarily in the southeast portion of the community in Interlaken and Interlaken Woods would have snow rerouted to the middle of the cul-de-sacs in these areas. Windrowing of the streets on the 200 block of Walnut Street South and the 100 block of 4th Street East is also proposed to be eliminated.

Fineran described the trail and sidewalk snow removal in terms of operations for certain situations. A trail and sidewalk map were displayed showing segments of both. The council is considering several options for snow removal.

Discussion regarding budgeted rental equipment quotes and comparisons for the snow season.

The city needs to remove City staff from managing the towed vehicles, storing, customer vehicle pickups, payments and violators not wanting to pay the fees. A contract for soliciting proposals for winter was presented. Winter towing, storage and administrative aspects of winter towing would be handled by the towing contractor R & B. These vehicles will be stored in Mayer and not Waconia.

Henning received the contract for snow removal and hauling.

Motion by Sorensen, second by Gleason to adopt resolution #2023-240 striking the approval relating to the loader equipment rental. **MOTION CARRIED.**

[6.4 Growth Area Feasibility Study](#)

[Cover Page](#)

[2023-241_SE_Area_Feasibility_Study.doc](#)

[Southeast Area Feasibility Study.pdf](#)

At the last work session, the Council reviewed a sketch plan related to a significant residential development in the SE area of the community. A part of that discussion was the service ability of this specific area along with the impact of transport network. The council had expressed interest in understanding what the demands of a development in this area pose to the community in terms of cost, scope and demands for the infrastructure.

Jake Saulsbury, Bolton Menk

Saulsbury presented the intent of the study is to combine all the documents to the current proposal studies such as:

Sewer/water planning and updates.

Alignment work with Carver County regarding corridor studies.

City's Comprehensive Plan
Two concept plans
Lift stations and utilities

Anticipated cost is around \$75,000 for the future growth area: Highway 5 on the north, east to City of Victoria line, Waconia Township to the west, and south is Dalgren Township.

Yetzer asked Saulsbury to reconfirm the boundaries.

Motion by Sorensen, seconded by Yetzer Adopt Resolution #2023-241, Authorizing Southeast Area Feasibility Study
MOTION carried.

7) **ITEMS REMOVED FROM CONSENT AGENDA**

Item # 5.12 removed from the consent agenda. This item has been resolved in the Winter Maintenance discussion.

Motion by Sorensen, seconded by Steve Yetzer to Adopt Resolution #2023-235.
MOTION CARRIED.

8) **STAFF REPORTS**

Waldron read a statement honoring Firefighter Borg.

Thank you to all surrounding Fire Departments who stepped in to help Waconia Fire Department.

Norwood Young America
Chaska
Excelsior
Chanhassen
Carver
Eden Prairie
Watertown
Mayer
Mound
Belle Plaine
Cologne
Victoria

Thank you for supporting the City of Waconia Fire Department in this difficult time. Our thoughts and prayers are with the Borg family.

Sergeant Stahn- Law enforcement update on calls for crime is down, non-criminal calls are down and there has been an increase in medical calls.

Community outreach: Serving lunches at the Waconia schools, coffee with a cop at Auburn Meadows, donuts with a deputy at the Senior Center and passing out candy to trick or treaters during Halloween.

October was domestic awareness month. Carver County partners with Southern Valley Alliance giving advocacy services to those in need. The National Domestic Violence Hotline is available 24/7, 1-800-799-7233.

Sorensen commented on the winter parking tickets and how helpful that is for staff.

Fineran mentioned the fun event of a Chili Cook Off at Public Service.

Sorensen-Nothing to report.

Gleason-School Board meeting last week.

Yetzer-Nothing to report.

Grengs-Tours of businesses in Waconia - Hemp Acres and TMC.

Waldron-Mentioned the luncheon.

Jackie Schulze-Reminder there is no election in Waconia.

The city is currently recruiting Election Judges for 2024. Recruiting for Park Board Members and Planning Commission Members.

Parking notifications are going out this week as reminders of Winter Parking regulations along with signage.

No update on the lighting on Main Street.

9) **BOARD REPORTS**

10) **ANNOUNCEMENTS**

11) **ADJOURN REGULAR MEETING**

Motion by Sorensen, second by Yetzer to adjourn. **MOTION CARRIED.**

Work Session:

UPCOMING CALENDAR OF EVENTS/MEETINGS:

Nicole Waldron, Mayor

ATTEST: _____

Brenda Stein, Office Assistant



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		November 20, 2023					
Item Name:		November 20, 2023 Expenditures					
Originating Department:		Finance					
Presented by:		Nicole Meyer					
Previous Council Action (if any):							
Item Type (X only one):		Consent	X	Regular Session		Discussion Session	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Payment of November 20, 2023 Expenditures							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Attached is the claim and disbursements registers for the City of Waconia as of November 20, 2023. Payments are made to vendors via check, electric payment, and through the City's purchasing card program.							
<u>Attachments:</u>							
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			



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		November 20, 2023					
Item Name:		Rink Management Services Corporation Safari Island Community Center Expenditures Incurred October 2023					
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>							
Motion to Approve Rink Management Corporation Expenditures for Safari Island Community Center Incurred in October 2023							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Rink Management Services Corporation has provided the attached report for expenditures paid in October 2023. Per the City's contract with Rink Management, these expenditures are paid by Rink Management for the City's operation of the Safari Island Community Center.							
<u>Attachments:</u>							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses: Safari Island Fund (231)							
Budget Information: ☒ Budgeted ☐ Non Budgeted ☐ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		November 20, 2023					
Item Name:		Rink Management Services Corporation Waconia Ice Arena Expenditures Incurred October 2023					
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>							
Motion to Approve Rink Management Corporation Expenditures for Waconia Ice Arena Incurred in October 2023							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Rink Management Services Corporation has provided the attached report for expenditures paid in October 2023. Per the City's contract with Rink Management, these expenditures are paid by Rink Management for the City's operation of the Waconia Ice Arena.							
<u>Attachments:</u>							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses: Ice Arena Fund (678)							
Budget Information:				Planning Commission			
☒ X Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		November 20, 2023					
Item Name:		Kraus Anderson Contractor Pay Request - New Fire Station					
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>							
Motion to Approve Contractor Payment Request for the New Fire Station Project							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Kraus-Anderson Construction Co. has requested payment in the amount of \$75,339.81 for construction management services through October 31, 2023.							
<u>Attachments:</u>							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses: PIR Fund							
Budget Information: X Budgeted ____ Non Budgeted ____ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		November 20, 2023					
Item Name:		Contractor Pay Request #14 - New Fire Station					
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>							
Motion to Approve Contractor Payment Request for the New Fire Station Project							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Kraus-Anderson Construction Co. has reviewed the contractor pay request #14 for the new fire station project. The contractors requesting payment are as follows: Ebert Construction \$154,142.11 Wells Concrete Products Company \$4,613.86 Ben's Structural Fabrication, Inc. \$176,572.70 A.M.E. Construction Corp \$38,000.00 Central Roofing Company \$74,100.00 Berwald Roofing Company, Inc. \$124,364.50 Ford Metro, Inc. \$31,137.28 RTL Construction, Inc. \$61,580.68 Gag Sheet Metal, Inc. \$21,321.80 Sentra-Sota Sheet Metal, Inc. \$62,855.41 Electrical Production Services, Inc. \$28,086.75 Parker Contracting, LLC \$42,233.80 Northwest Asphalt, Inc. \$54,549.95 The total amount of the contractor payments for this request is \$873,558.85. Retainage remains due for each contractor until the project is complete and upon review of liquidated damages.							
<u>Attachments:</u>							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses: PIR Fund							
Budget Information:				Planning Commission			
☒ Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		November 20, 2023					
Item Name:		Contractor Pay Request #6 - Waconia Downtown Reconstruction - Phase 1					
Originating Department:		Finance					
Presented by:		Nicole Meyer					
Previous Council Action (if any):							
Item Type (X only one):	Consent	☒	X	Regular Session	☐	Discussion Session	☐
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Motion to approve pay estimate No. 6 to GMH Asphalt, Inc. for the Waconia Downtown Reconstruction - Phase 1							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Staff has reviewed the contractor pay request for the Waconia Downtown Reconstruction - Phase 1 and recommends payment of \$87,645.70 based on the engineering request for payment. This payment represents approximately 89% of the total approved contract for the project.							
<u>Attachments:</u>							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses: PIR Capital, Water, Sewer, Storm Water							
Budget Information:				Planning Commission			
☒ Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		November 20, 2023					
Item Name:		Waconia Township Letter of Support					
Originating Department:		Administration					
Presented by:		Shane Fineran					
Previous Council Action (if any):							
Item Type (X only one):		Consent	X	Regular Session		Discussion Session	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Motion to adopt letter of support for Waconia Township LRIP Grant Application							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
At the November 6th visitors presentation portion of the regular City Council meeting, Waconia Township Supervisor John Zimmerman presented and requested that the City Council consider a letter of support for a grant application to MnDOT's Local Road Improvement Program for reconstruction of North Shore Road. While there is no direct benefit to the city for this improvement, as this area of Waconia Township is not within the future growth boundary of the community, there is some regional benefit as a connector between county roads, some minor benefit to storm water runoff to Lake Waconia, and emergency services access to the Dakota Rail Trail would be. Staff have prepared the attached support letter for consideration and signature by the Mayor. Attachments: 1. N Shore Rd Support Letter.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

November 13, 2023

Rashmi Brewer
Minnesota Department of Transportation
395 John Ireland Boulevard
St. Paul, MN 55155

RE: North Shore Road Reconstruction – MnDOT Local Road Improvement Program

Dear Ms. Brewer,

Please accept this letter as support for the application submitted by Waconia Township and Carver County for the reconstruction of North Shore Road in Waconia Township. The planned reconstruction of this road will bring a needed improvement to the region's transportation network which serves residents and businesses along the north side of Lake Waconia.

North Shore Road provides a critical local link between two County roads, direct adjacent access for emergency services to the Dakota Rail Regional Trail, and to a unique and thriving winery business that attracts visitors widely to the area.

Improving this transportation link within our region is important to the safe and effective travel of the public and some additional benefit could be had through storm water run-off mitigation along the roadway to Lake Waconia.

Regards,

Nicole Waldron
Mayor

City Hall
201 South Vine Street
Waconia, MN 55387
952-442-2184

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

Fire Station
26 Maple Street South
Waconia, MN 55387
952-442-2316

Safari Island Community Center
1600 Community Drive
Waconia, MN 55387
952-442-0695

Ice Arena
1250 Oak Avenue
Waconia, MN 55387
952-442-RINK (7465)

www.waconia.org



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		November 20, 2023					
Item Name:		Ordinance Amending Chapter 415 Regarding Stormwater Reuse Systems					
Originating Department:		Administration					
Presented by:		Shane Fineran					
Previous Council Action (if any):		Adopted Resolution #2022-211 Approving Waterford Reuse Agreement					
Item Type (X only one):		Consent	X	Regular Session		Discussion Session	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Ordinance 768, Amending Chapter 415 Adopt Resolution #2023-242, Approving Summary Publication							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
In 2022 the city approved the storm water reuse agreement with JMH Land Development and US Home, LLC, and Waterford Townhome Association in addition to authorizing construction of the Waterford Reuse System. The system was recently completed in 2023 and is ready for operation in the spring of 2024. An administrative action related to the completion of this project is to amend the city's code section regulating storm water reuse utilities and adding the benefiting properties within the Waterford Development which will be served by the utility. Staff recommend approval of the ordinance amendment and summary publication.							
Attachments:							
1. Ord_768_Ordinance_Amending_Chapter_415_to_Add_Waterford_Additions.docx 2. 23-242_Chapter_415_Summary_Publication_Resolution.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
ORDINANCE NO. 768

AN ORDINANCE AMENDING CHAPTER 415
REGARDING STORM WATER REUSE SYSTEMS

The City Council of the City of Waconia Ordains:

FINDINGS AND PURPOSE

The City Council of the City of Waconia (the “City”) finds it is in the best interests of the City of Waconia and its residents to facilitate storm water reuse within the community. Along these lines, the City Council further finds it is appropriate to add the Waterford Regional Pond and certain properties in the plats of WATERFORD 6th ADDITION and WATERFORD 7th ADDITION to the City’s storm water reuse system, all as described below.

The purpose of this ordinance is to amend Chapter 415 of the Waconia City Code, *Storm Water Reuse*, to add the Waterford Regional Pond and certain residential properties to the City’s storm water reuse system.

AMENDMENTS

Section 415.04, Subd. 6, of the Waconia City Code is amended to add the following provisions to the end of such subdivision:

- B. Waterford Regional Pond System. The Waterford Regional Pond System has a pond located on real property legally described as Park, WATERFORD, Carver County, Minnesota. Owners of the following parcels may voluntarily connect to this system:

PARCEL ID NUMBER	WACONIA ADDRESS
755340010	410 Murray Hill Way, Waconia
755340020	412 Murray Hill Way, Waconia
755340030	414 Murray Hill Way, Waconia
755340040	416 Murray Hill Way, Waconia
755340090	430 Murray Hill Way, Waconia
755340100	432 Murray Hill Way, Waconia

PARCEL ID NUMBER	WACONIA ADDRESS
755340110	434 Murray Hill Way, Waconia
755340120	436 Murray Hill Way, Waconia
755340130	440 Murray Hill Way, Waconia
755340140	442 Murray Hill Way, Waconia
755340150	444 Murray Hill Way, Waconia
755340160	446 Murray Hill Way, Waconia
755340170	450 Murray Hill Way, Waconia
755340180	452 Murray Hill Way, Waconia
755340190	454 Murray Hill Way, Waconia
755340200	456 Murray Hill Way, Waconia
755340220	411 Murray Hill Way, Waconia
755340230	413 Murray Hill Way, Waconia
755340240	415 Murray Hill Way, Waconia
755340250	417 Murray Hill Way, Waconia
755340260	421 Murray Hill Way, Waconia
755340270	423 Murray Hill Way, Waconia
755340280	425 Murray Hill Way, Waconia
755340290	427 Murray Hill Way, Waconia
755340300	431 Murray Hill Way, Waconia
755340310	433 Murray Hill Way, Waconia
755340320	435 Murray Hill Way, Waconia
755340330	437 Murray Hill Way, Waconia

PARCEL ID NUMBER	WACONIA ADDRESS
755340340	439 Murray Hill Way, Waconia
755340350	441 Murray Hill Way, Waconia
755340360	451 Murray Hill Way, Waconia
755340370	453 Murray Hill Way, Waconia
755340380	455 Murray Hill Way, Waconia
755340390	457 Murray Hill Way, Waconia
755340400	461 Murray Hill Way, Waconia
755340410	463 Murray Hill Way, Waconia
755340420	465 Murray Hill Way, Waconia
755340430	467 Murray Hill Way, Waconia
755340210	n/a
755340440	n/a
755340940	Outlot B, WATERFORD 6 TH ADDITION (if outlot is subdivided, PID Nos. and addresses of the new lots may be listed without further amendment of this ordinance)
755340960	Outlot D, WATERFORD 6 TH ADDITION (if outlot is subdivided, PID Nos. and addresses of the new lots may be listed without further amendment of this ordinance)

The parcels listed above, and their owners shall not acquire any rights regarding the Waterford Regional Pond System until a drainage and reuse agreement is fully executed by the City and the parcel owner. As such, the City

may amend this ordinance to remove any parcel from the list of eligible parcels if such an agreement does not exist. Further, the City may amend this ordinance to add any parcel to the eligible list of parcels notwithstanding the existence of drainage and reuse agreements with other parcel owners. If a parcel listed above is subdivided, the provisions of any drainage and reuse agreement for the parcel shall control.

EFFECTIVE DATE

This ordinance is effective upon publication.

Passed and adopted by the City Council of the City of Waconia this 20th day of November 2023.

Nicole Waldron, Mayor

ATTEST: _____
Jacqueline Schulze, City Clerk

CITY OF WACONIA
RESOLUTION NO. 2023-242

A RESOLUTION APPROVING SUMMARY PUBLICATION OF ORDINANCE NO. 768

WHEREAS, the City Council of the City of Waconia, Minnesota (the “City”) adopted Ordinance No. 768 on November 20, 2023 (the “Ordinance”); and

WHEREAS, pursuant to Minnesota Statutes §412.191, the City may publish the title and a summary of an Ordinance instead of its full text if the summary informs the public of the intent and effect of the Ordinance and the summary is approved by a four-fifths vote of the City Council; and

WHEREAS, the City Council finds: i) the summary set forth below informs the public of the intent and effect of the Ordinance; and ii) the title and summary of the Ordinance should be published instead of the full text of the Ordinance;

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

1. The above recitals and findings are incorporated as resolutions of the City Council.
2. The following official summary of Ordinance No. 768 is hereby approved:

ORDINANCE NO. 768, AN ORDINANCE AMENDING CHAPTER 415 REGARDING STORM WATER REUSE SYSTEMS, amends Chapter 415 of the Waconia City Code to add the Waterford Regional Pond and certain properties in the plats of WATERFORD 6th ADDITION and WATERFORD 7th ADDITION to the City’s storm water reuse system.

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

3. The City Administrator shall submit the Ordinance title and summary to a qualified newspaper for publication using bold type no smaller than eight points in size.

Passed and adopted by the City Council of the City of Waconia this 20th day of November 2023.

Nicole Waldron, Mayor

ATTEST: _____
Jacqueline Schulze, City Clerk

[https://mhslaw.sharepoint.com/sites/dms3/44877/draftdocs/ordinances/chapter 415/waterford additions/chapter 415
summary publication resolution \(draft 09-20-2022\).docx](https://mhslaw.sharepoint.com/sites/dms3/44877/draftdocs/ordinances/chapter%20415/waterford%20additions/chapter%20415%20summary%20publication%20resolution%20(draft%2009-20-2022).docx)



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		November 20, 2023					
Item Name:		Sudheimer Industrial Park Pond Cleaning Authorization to Bid					
Originating Department:		Administration					
Presented by:		Shane Fineran					
Previous Council Action (if any):		Approved Resolution #2022-234, Authorizing Development of Plans and Specifications					
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 #2023-243, Authorizing Bid							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The City Council authorized the development of plans and specifications for pond cleaning and wetland restoration for the storm water collection pond that serves Sudheimer Industrial Park and is adjacent to CSAH 10. This pond has been found to be filled with sediment which affects storage and treatment within the structure and is need of cleaning and restoration to previously constructed and designed conditions. Pond sampling performed in 2013 have found that this pond contains level 1 sediment which is less hazardous and is more easily disposed of then sediment that contains more pollutants and nutrients. Plans and specifications for the project have been developed by Bolton & Menk and staff is seeking authorization to bid the project. This type of work generally is done during the winter months when access to the pond is frozen/hardened and water levels are lower. The project is identified in the 2023 Capital Investment Plan as project 504 at at an estimated cost of \$304,000, however the estimate for the planned work is \$125,000.							
<u>Attachments:</u>							
1. 23243_Sudheimer_Park_Pond.doc 2. 2023-11-13 Wetland Project Auth Memo.pdf 3. Sudheimer Ind Park Pond.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
PIR>Storm Water Cash							
Budget Information:				Planning Commission			
☒ X Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2023-243**

**RESOLUTION AUTHORIZING BID FOR SUDHEIMER INDUSTRIAL PARK STORM POND
CLEANING**

WHEREAS, the City of Waconia has determined that the dredging, cleaning, and restoration of the Sudheimer Industrial Park Storm Pond is necessary infrastructure maintenance and was identified in the Capital Investment Plan as project #504 at an estimated cost of \$304,000; and

WHEREAS, the City Council approved the development of plans and specifications for this work via Resolution #2022-234; and

WHEREAS, the City Engineer has prepared plans and specifications to complete this work and is seeking authorization for the public bid of the project by qualified contractors; and

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes the bidding of the project.

Adopted by the City Council of the City of Waconia this 20th day of November 2023.

Nicole Waldron, Mayor

Attest: _____
Jackie Schulze, City Clerk



**BOLTON
& MENK**

Real People. Real Solutions.

2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

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

MEMORANDUM

Date: November 13, 2023
To: Shane Fineran, City Administrator
From: Jake Saulsbury, Bolton & Menk
Subject: Industrial Park Wetland Improvement Project

Honorable Mayor and City Council Members:

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

The project contains the excavation and re-establishment of the Industrial Park wetland located along CSAH 10 to pre-development elevations. The wetland has been infilled with one to two feet of sediment and debris breakdown from stormwater infrastructure.

If authorized to proceed, the project schedule has quote/bids being received in early December. The City Council could then consider awarding the project at the December 18, 2023, City Council meeting.

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





REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		November 20, 2023					
Item Name:		Approval of Auditor Engagement for 2023-2025 Financial Statement Audits with Redpath and Company, LLC					
Originating Department:		Finance					
Presented by:		Nicole Meyer					
Previous Council Action (if any):							
Item Type (X only one):	Consent	☒ X	Regular Session	☐	Discussion Session	☐	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution #2023-244, Approving Engagement with Redpath and Company, LLC for Auditing Services in Relation to Fiscal Year End 2023-2025							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The City Council approved an engagement letter with Redpath and Company for audit services provided for the fiscal years 2020-2022 on September 21, 2020. In this agreement, fees and requirements of the audit are established for budgeting purposes. Redpath and Company has provided an updated engagement letter for fiscal years 2023-2025. The new engagement letter outlines new audit standards and guidelines for government finance reporting. The fee table for services provided is outlined in the agreement and locks in the rates for the next three years as follows: 2023 - \$51,800, 2024 - \$54,400, and 2025 - \$57,100. The City paid \$48,400 for audit services for the 2022 audit. In talking with the auditors about the proposed increase from 2022 to 2023, it was mainly due to increased costs for staffing and employee benefits. Redpath and Company has provided excellent service to City staff in both the audit and financial statement preparations. Their staff is knowledgeable in all aspects of governmental accounting and ensures City staff understands how new government accounting standards apply to the City's contracts and agreements. They are available to staff throughout the year as questions arise in relation to the City's finances and internal control. With the City Council's approval of the updated engagement, staff will execute the engagement letter and begin work to complete the 2023 audit and financial statements. The first planning meetings are set to begin in December.							
<u>Attachments:</u>							
1. Res_2023-244_Audit_Engagement_Redpath.doc							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses: General Fund - Finance Department							
Budget Information:				Planning Commission			
☒ Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2023-244**

**RESOLUTION APPROVING ENGAGEMENT WITH REDPATH AND COMPANY
FOR AUDITING SERVICES IN RELATION TO FISCAL YEAR END 2023-2025**

WHEREAS, the City of Waconia received an engagement letter from Redpath and Company for auditing services in relation to the City's 2023-2025 financial statement audits; and

WHEREAS, staff has reviewed the engagement letter and found all items associated with the requested services are in order. The total amount of the engagement for 2023 is \$51,800, 2024 is \$54,400 and 2025 is \$57,100; and

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

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

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

AND BE IT FURTHER RESOLVED that the City authorizes staff to return the engagement letter for auditing services for fiscal year-end audit and reporting for 2023-2025.

Adopted by the City Council of the City of Waconia this 20th day of November, 2023.

Nicole Waldron, Mayor

ATTEST: _____
Jacqueline Schulze, City Clerk



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		November 20, 2023					
Item Name:		Authorize Approval of Sale or Disposal of Surplus Equipment					
Originating Department:		Finance					
Presented by:		Nicole Meyer					
Previous Council Action (if any):							
Item Type (X only one):	Consent	X	Regular Session		Discussion Session		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution #2023-245, Authorize Approval of Sale or Disposal of Surplus Equipment							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
City staff have reviewed inventory and items in storage at City Hall. Staff is requesting this equipment be deemed surplus equipment and be sold or properly disposed of. • 6 - Upright Fireproof File Cabinets • 2 - Typewriters The City utilizes Jeff Martin Auctioneers, Inc. for the sale of these types of items along with general postings at City Hall. The equipment is listed at the lowest price the City will accept and people can bid on the item. The equipment is then sold to the highest bidder. Funds from the sale will be recognized in the correlating departments operating fund as reimbursement revenue. Attachments: 1. 2023-245 Surplus_Equipment_Res_Misc.docx							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
General Fund - Streets (101)							
Budget Information:				Planning Commission			
_____ Budgeted				Parks and Recreation Board			
_____ X Non Budgeted				Safari Island Advisory Board			
_____ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2023-245**

RESOLUTION APPROVING SURPLUS EQUIPMENT AND SALE

WHEREAS, City Hall staff cleared from storage equipment and materials no longer in use for operations; and

WHEREAS, the list of surplus equipment includes the following:

- 6 - Upright Fireproof File Cabinets
- 2 - Typewriters

WHEREAS, funds received for the equipment with saleable value will be recognized in the General Fund as reimbursement revenue; and

WHEREAS, equipment that cannot be sold will be properly disposed of by City staff.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Waconia hereby declares the equipment listed as surplus equipment and authorizes its sale or disposal as determined by City staff.

Adopted by the City Council of the City of Waconia this 20th day of November, 2023.

Nicole Waldron, Mayor

ATTEST: _____
Jacqueline Schulze, City Clerk



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		November 20, 2023					
Item Name:		Application for Exempt Permit for Knights of Columbus					
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 #2023-246, Approving Application for Exempt Permit, Knights of Columbus							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The Knights of Columbus has submitted an exempt permit to conduct a raffle at St. Joseph Catholic School on 2/16/24, 2/23/24, and 3/22/24.							
Attachments:							
1. 11.20.23_2023-246_KOC_Exempt_Permit.doc							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information: _____ Budgeted _____ Non Budgeted _____ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			

**CITY OF WACONIA
RESOLUTION NO. 2023-246**

**A RESOLUTION APPROVING APPLICATION FOR EXEMPT PERMIT,
WACONIA KNIGHTS OF COLUMBUS**

WHEREAS, The City Council of the City of Waconia, Minnesota has received an Application for an Exempt Permit from the Waconia Knights of Columbus; and

WHEREAS, The Knights of Columbus has requested this application in order to conduct a Raffle at St. Joseph's Education Center, 41 East First Street, Waconia, Minnesota on February 16, 2024, February 23, 2024, and March 22, 2024 as stated on the application for said exemption: and

WHEREAS, The City Council of the City of Waconia has no objection to the said application.

NOW, THEREFORE, BE IT RESOLVED That the City Clerk is hereby instructed to provide a copy of this Resolution to be included with the permit application to the Department of Gaming, Gambling Control Division, State of Minnesota.

Adopted by the City Council of the City of Waconia this 20th day of November, 2023.

Nicole Waldron, Mayor

ATTEST: _____
Jackie Schulze, City Clerk



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		November 20, 2023					
Item Name:		Firefighter Leave of Absence					
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 #2023-247, Approving Leave of Absence for Firefighter Ryan Thayer							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Firefighter Ryan Thayer has requested a leave of absence for three months due to a personal/family matter. Prior to any return to work, Firefighter Thayer will need to pass any necessary return to work requirements and ensure his fire training is up to date. Chief Sorensen will check in with Mr. Thayer throughout his leave, as well. The City's Personnel Committee has reviewed the leave of absence request and recommends approval. The leave will be effective retroactive to November 1, 2023 and through January 31, 2024, unless he elects to return sooner. Attachments: 1. 11.20.23 2023-247 FF LOA.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 2023-247**

**RESOLUTION APPROVING
FIREFIGHTER LEAVE OF ABSENCE**

WHEREAS, Firefighter Ryan Thayer has requested a personal leave of absence of three months; and

WHEREAS, past practice of the City is to authorize a leave of absence up to four months; and

WHEREAS, Firefighter Thayer must successfully pass all return to work requirements prior to the end of the leave of absence; and

WHEREAS, Firefighter Thayer should check in with Chief Sorensen throughout his leave; and

WHEREAS, the Personnel Committee has reviewed the request and recommends this leave of absence; and

NOW, THEREFORE, BE IT RESOLVED, that, the City Council hereby approves the leave of absence request to Firefighter Ryan Thayer, effective through January 31, 2024.

Adopted by the City Council of the City of Waconia this 20th day of November, 2023.

Nicole Waldron, Mayor

ATTEST: _____
Jackie Schulze, City Clerk



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		November 20, 2023					
Item Name:		Contract with Johnson Controls for Fire Alarm Monitoring of Public Services Facility					
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 #2023-248, Adopting Contract with Johnson Controls for Fire Alarm Panel Monitoring							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The City of Waconia contracts with Johnson Controls to test and maintain our Fire Alarm panels at our various facilities. The current contract at the Public Works Facility is expiring at the end of 2023. In order to continue this service, we request the City Council approve the contract with Johnson Controls to continue the preventative maintenance/testing and monitoring of the alarm panel at the Public Services Facility. This is a five year contract. Attachments: 1. 11.20.23 2023-248 Fire Alarm Monitoring Res.docx 2. 35631192_CityofWaconia_555982_January_2024.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information:				Planning Commission			
_____ Budgeted				Parks and Recreation Board			
_____ Non Budgeted				Safari Island Advisory Board			
_____ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2023 - 248**

**RESOLUTION AUTHORIZING
CONTRACT WITH JOHNSON CONTROLS
FOR FIRE ALARM PANEL MONITORING
AT PUBLIC SERVICES FACILITY**

WHEREAS, the City of Waconia contracts with Johnson Controls for monitoring of all fire alarm panels; and

WHEREAS, the current contract expires January 1, 2024; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Waconia authorizes City staff to execute the contract with Johnson Controls for Fire Alarm Panel monitoring at Public Services.

Adopted by the City Council of the City of Waconia this 20th day of November, 2023.

Nicole Waldron, Mayor

ATTEST: _____
Jackie Schulze, City Clerk

35631192_City of Waconia_555982_January_2024

Planned Service Agreement



Johnson Controls Fire Protection LP
14200 E. Exposition Avenue
Aurora CO80012
United States

Proposal Presented On:
11-06-2023



SERVICE SOLUTION

Customer #: 555982
City Of Waconia
Date: 6-Nov-23
Proposal #: CPQ-469521
Term: 1-Jan-24 to 31-Dec-28
External Contract #: 35631192 R01-AUG-2023
Subscription ERP #:

Billing Customer:
City of Waconia
201 S Vine St
City Hall
WACONIA, MN 55387-1403

Service Location:
Waconia Public Works
310 10th St E,
Waconia, MN 55387-4551

Johnson Controls Fire Protection LP
Sales Representative:
Kelly Neill
14200 E. Exposition Avenue
Aurora CO 80012
kelly.neill@jci.com
(980) 209-8183

INVESTMENT SUMMARY

(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
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		City Of Waconia	\$408.75
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SYSTEM-FA-SIMPLEX 4010

SIMPLEX PROG 4010 SYSTEM

Customer Pricing Type : Local

Monitoring Account Type: Fire Alarm

Number of Additional Building Partitions: 0

Total Initiating Devices: 1

Primary Communication: Phone lines (POTS)

Secondary Communication:

Per Point : No

ALARM & DETECTION- MONITORING Total:	\$408.75
---	-----------------

Johnson Controls has **not** included an estimate for all state and local sales tax for this quote based on the understanding that a valid exemption and/or resale certificate is received by Johnson Controls from Purchaser. Otherwise, actual sales tax due will be calculated and billed



SERVICE SOLUTION

SUMMARY OF SERVICES

The summary of services is intended to cover the following locations:

Location	Address	City	State	Zip	Monitoring
Waconia Public Works	310 10th St E,	Waconia	MN	55387-4551	\$408.75

ALARM & DETECTION- MONITORING

SYSTEM-FA-SIMPLEX 4010

Alarm signal initiated by a fire alarm control panel. Central Station will endeavor to notify the fire department and Customer when an alarm or trouble signal is received. This service includes 1- 800 toll-free signal transmission, 24-hour auto dialer test, and notification of Customer-provided Emergency Call List.



SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **City Of Waconia** and is effective **1-Jan-24** (the "Effective Date") to **31-Dec-28** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

PAYMENT FREQUENCY: Annual In Advance

Initials

PAYMENT TERMS: Net 30

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: \$408.75 - Proposal #: CPQ-469521

PAYMENT SUMMARY:

Year	Term	PSA Charges
1	01/01/2024 - 12/31/2024	\$408.75
2	01/01/2025 - 12/31/2025	\$445.54
3	01/01/2026 - 12/31/2026	\$485.64
4	01/01/2027 - 12/31/2027	\$529.35
5	01/01/2028 - 12/31/2028	\$576.99

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.



SERVICE SOLUTION

Multi Year Contract Rider
AGREEMENT

Acknowledgement of Multi-Year Term. Customer agrees that issuance of a Purchase Order does not amend any provision of the service agreement, including without limitation the duration/term of the service agreement. Customer agrees to issue Purchase Orders sufficient to satisfy its obligations under the multi-year service agreement. Should Customer fail to issue additional Purchase Orders, Company will still be permitted to invoice Customer for services performed, and Customer shall not dispute the validity of such invoices.

Customer Initials:

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via Mail (USPS) , payment is Net 30, and invoices are to be paid via Check. Johnson Controls Check transfer details will be forth coming upon contractual agreement.	
This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.	
To ensure that JCI is compliant with your company's billing requirements, please provide the following information:	
PO is required to facilitate billing:	☐ NO: This signed contract satisfies requirement
	☐ YES: Please reference this PO Number: _____
Invoices are accepted via mail:	Please provide desired mailing address : _____



SERVICE SOLUTION

City Of Waconia	Johnson Controls Fire Protection LP
Signature: _____	Authorized Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Phone #: _____	Phone #: (980) 209-8183
Fax #: _____	Fax #: _____
Email: _____	License #: _____ (if applicable)
Date: _____	Date: _____

SERVICE SOLUTION

TERMS AND CONDITIONS

1. Term. The Initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement. At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term (subject to Section 3) unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term (each a "Renewal Term").

2. Payment and Invoicing. Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Unless otherwise agreed to by the parties, amounts are due upon receipt of the invoice by Customer. Invoices shall be paid by Customer via electronic delivery via EFT/ACH. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. Payment is a condition precedent to Company's obligation to perform Services under the Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of Services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs Services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses. Customer shall provide financial information requested by Company to verify Customer's ability to pay for goods or services. If Customer fails to provide financial information or if Company, in its sole discretion determines that reasonable grounds exist to question Customer's ability or willingness to make payments when due (e.g., not making payments when due, late payments, or a reduction in Customer's credit score), Company may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies Company may have against Customer. Company shall provide Customer with advance written notice of changes to payment terms.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. This Agreement is entered into with the understanding that the services to be provided by Company are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Company, Company reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Company will provide Customer with notice of any pricing adjustments applicable to any Renewal Term no later than 45 days prior to the commencement of that Renewal Term. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term.

Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g., Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability for Services performed on-site at Customer's premises shall be limited to an aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.**

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-Terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. § 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 17 of this Agreement.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00

SERVICE SOLUTION

p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING

9. Customer Responsibilities. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom. Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

10. Repair Services. Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

13. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

14. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

15. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapour, dust or fume or the creation of an oxygen-deficient atmosphere may occur;
- "permit confined space," as defined by OSHA for work Company performs in the United States;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk; or
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions." Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of testing involving a discharge or release, capture, containment, transport, removal, or disposal (collectively, the "Discharge Services") of any hazardous waste materials, hazardous materials, firefighting materials including without limitation any firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged during performance of the Services.

16. Other Services.

A. Remote Service. If Customer selects Remote Service, Company shall provide support for the Customer's system by way of education, remote assistance and triage that does not require programming changes to the Customer's panel. In addition, Remote Service does not include service to address physical damage to the system or a device; troubleshoot wiring issues; programming changes and/or relocating, remounting, reconnecting, or adding a device to the system. Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a

SERVICE SOLUTION

separate Service under this Agreement. **CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 17.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.**

B. Connected Fire Sprinkler Services; Connected Fire Alarm Services. Connected Fire Sprinkler Services and Connected Fire Alarm Services each means a data-analytics and software platform that uses a cellular or network connection to gather equipment performance data about a Customer's Covered Equipment for Customer's sprinkler system or fire alarm system, as applicable, to assist Company in advising Customer on such equipment's health, performance or potential malfunction. Connected Fire Sprinkler Services and Connected Fire Alarm Services are collectively, the Connected Equipment Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services on any Covered Equipment, Customer agrees to allow Company to install diagnostic sensors and communication hardware ("Gateway Device") or Customer will supply a network connection suitable to enable communication with Customer's Covered Equipment in order for Company to deliver the connected services. For more information on whether your equipment includes Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal or purchase documentation or talk to your Company sales representative. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using the service's mobile or web app. The Gateway Device will be used to access, store, and trend data for the purposes of providing Connected Fire Sprinkler Services. Company will not use Connected Fire Sprinkler Services or the Connected Fire Alarm Services to remotely operate or make changes to Customer's Equipment. If the connection is disconnected by Customer, and a technician needs to be dispatched to the Customer site, then the Customer will pay Company at Company's then-current standard applicable contract regular time and/or overtime rate for such services.

Company makes no warranty or guarantee relating to the Connected Fire Sprinkler Services or Connected Fire Alarm Services. Customer acknowledges that, while Connected Fire Alarm Services or Connected Sprinkler Services generally improve equipment performance and services, these services do not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that Company shall not be responsible for any injury, loss, or damage caused by any act or omission of Company related to or arising from the proactive health notifications of the equipment under Connected Equipment Services. Customer understands that if it wishes to receive monitoring of its fire alarm system or sprinkler system and notification of the fire department or other authorities in the event of an alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES SECTION 19 (SOFTWARE AND DIGITAL SERVICES) APPLY TO CONNECTED FIRE ALARM SERVICES AND CONNECTED SPRINKLER SERVICES. In the event of a conflict between these terms and the Software Terms, the Software Terms will control.

C. Dashboards and Mobility Applications for Connected Fire Sprinkler Services and Connected Fire Alarm Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, Customer may utilize Company's Dashboard(s) and Mobility Application(s), as applicable, during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement. Terms for the Dashboard are located at www.johnsoncontrols.com/techterms

17. Monitoring Services. If Customer has selected Monitoring Services, the following shall apply to such Services:

A. Alarm Monitoring Service. Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE

ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

B. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences thereof from that the equipment or Service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences thereof, which the equipment or Service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or Service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars, as agreed upon damages and not as a penalty, as Customer's sole remedy. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. In no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind, including but not limited to damages; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, and each of their employees, agents, officers and directors.**

C. Indemnity, Insurance. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

D. No modification. Modification to Sections 17 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 17 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

SERVICE SOLUTION

E. Customer's Duties. In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 17:

- i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/ Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.
- ii. **Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement.** Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.
- iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company
- iv. Customer shall promptly reset the System after any activation.
- v. **Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.**
- vi. **Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.**
- vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

F. Communication Facilities.

- i. **Authorization.** Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as "Communication Company"). Should any third-party service, equipment or facility be required to perform the Monitoring Services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.
- ii. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.
- iii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 17.
- iv. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL,**

ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

G. Verification; Runner Service. Some jurisdictions may require alarm verification by telephone or on-site verification ("Runner Service") before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

H. Personal Emergency Response Service. If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response

18. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. No warranty is provided for third-party products and equipment installed or furnished by Company. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and Company will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but

SERVICE SOLUTION

not limited to COVID 19. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by Company, such as suggestions as to design use and suitability of the equipment or products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that Company is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of equipment or products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by Company are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the equipment or products.

19. Software and Digital Services.

Digital Enabled Services; Data. If Company provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Company's cloud-hosted software applications. Customer consents to and grants Company the right to collect, transfer, ingest and use such data to enable Company and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and Company products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply Company secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Company software and related equipment installed at Customer facilities and Company cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the Company General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the Company Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generalatos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Company's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

20. Taxes, Fees, Fines, Licenses, and Permits. Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and

regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

21. Outside Charges. Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

22. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

23. Waiver of Subrogation. Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

24. Force Majeure. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by Company in connection with the Force Majeure Event.

25. Exclusions. This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-Company installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered System(s) and Company shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

26. Delays. Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

27. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. If Company's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the Company or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the Services, Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer. Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if Company's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

28. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

29. Default. An Event of Default shall include (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) failure by Customer to observe, keep or perform any term of this Agreement; (e) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

30. One-Year Limitation on Actions; Forum Choice of Law.

Company shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Customers located in the United States, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, Company and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by Company, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. Customer will pay all of Company's reasonable collection costs (including legal fees and expenses).

31. Assignment. This Agreement is not assignable by the Customer except upon written consent of Company first being obtained. Company shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

32. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

33. Headings. The headings in this Agreement are for convenience only.

34. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

35. Electronic Media. Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

36. Legal Fees. Company shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

37. Lien Legislation. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

38. Privacy. A. Company as : Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply. B. Company as : Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

39. FAR. Company supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, Company will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

40. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	November 20, 2023
Item Name:	Loader Winter Rental
Originating Department:	Administration
Presented by:	Shane Fineran

Previous Council Action (if any):

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.)*

Adopt Resolution #2023-249 Authorizing Loader Winter Rental

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

At the November 6th meeting the City Council adopted the Winter Maintenance Policy updates via resolution while removing for consideration the execution of a rental agreement for a loader. The City Council desired additional analysis regarding the terms and financial commitment of the equipment. Staff focused on the submittals from Lano Equipment and United Rental due to compatibility options related to the Shoule Plow in the fleet.

This piece of equipment will assume downtown route work, large parking lot removal, and assist in snow hauling operations. The Shoule articulating hydraulic box plow with wings and rubber cutting edge currently has a CAT Fusion specific hitch and will need modification to operate on other manufacturers equipment.

Vendor	Brand/Model	Price per month	Hours per month	Excess hours	Hitch option
Lano Equipment	Sany 405	\$4,400.00	130	\$55	\$3,500
United Rental	Case 821	\$5,500.00	160	negotiated, but tiered	\$2,200

The City Council had inquired regarding seasonal usage of the rental loader. Exact records were not tracked for the rental loader last season but the agreement allowed for 50 hours per month. Billing from Ziegler CAT did not indicate that the City utilized the piece of equipment more than what was agreed to due to flat rate billing throughout the season. At 160 hours per month the equipment would need to be operated 8 hours per day for 5 days per week to reach the threshold. At 130 hours per day the equipment would need to be operated 8 hours per day for 4 days per week, we do not anticipate usage at that level. In both proposals the City would acquire the hitch outright from either vendor to maintain within the fleet.

The Case 821 provided for by United Rental is a 2022 model with 804 hours on the machine. All maintenance is included in the rental price, including preventative maintenance like oil changes. United Rentals staff 8 mobile technicians to handle service calls. The per hour operation cost based on contracted hours is \$171.87. Th total price with hitch option is \$30,400 for a 5 month term, December through April, however additional savings could be had if the machine is used for less than 5 months, i.e. returned by March 31st.

The Sany 405 provided for by Lano Equipment is a brand new model with XX hours on the machine. All maintenance is included in the rental price other than preventative maintenance like oil changes, which is anticipated needed at the end of the rental period. That work can be performed by staff at an estimated cost of \$500. The machine is under warranty and repair beyond what is preventative is covered by the vendor. There is no fee for drop off or pick up of the machine. The per hour operation cost based on contracted hours is \$169.23. The total price with hitch option is \$25,500 for 5 month term, December through April.

Attachments:

1. [2023-249_Winter Loader_Rental.doc](#)
2. [Lano Sany Quote.pdf](#)
3. [United Case Quote](#)

FINANCIAL IMPLICATIONS:

Funding Sources & Uses:

Budget Information:

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

Planning Commission

Parks and Recreation Board

Safari Island Advisory Board

Other

**CITY OF WACONIA
RESOLUTION NO. 2023-249**

**RESOLUTION AUTHORIZING APPROVAL OF
LOADER RENTAL FOR WINTER OPERATIONS**

WHEREAS, the City Council adopted the Winter Maintenance Policy and amendments on November 6, 2023; and

WHEREAS, the City has solicited quotes for a rental loader piece of equipment to utilize or winter maintenance operations; and

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby approves the quote submitted by _____ for the rental loader during the 2023/2024 winter season; and

Adopted by the City Council of the City of Waconia this 20th day of November 2023.

Nicole Waldron, Mayor

Attest: _____
Jackie Schulze, City Clerk



RENTAL AGREEMENT

Quote

Kubota



Bobcat

Felling



3021 W. 133rd St., Shakopee, MN 55379
o 6140 Hwy. 10 N.W., Anoka, MN 55303
o 23580 Hwy. 55, Loretto, MN 55357

Tel. 952/445-6310 • Fax 952/496-0263
Tel. 763/323-1720 • Fax 763/422-3949
Tel. 763/479-8200 • Fax 763/479-8201

LESSEE:

City of Waconia

TRUCKING DATA

DOB/LIC #

Waconia Minn.

PHONE #

Shane Fineran

952-442-3100

SHIPPED TO:

OUT

FUEL OUT

HOUR METER READING

IN

FUEL IN

P.O.#

Date of Order

Date & Time Received

Rental Term

Date & Time Returned

Nov 2023

Sublet for

Equipment Under Rental

NOTE: *****TERMS: Normal Wear & Tear. All Damage Billed to Customer *****

Model

Make

Serial #

Serial #

Attachments

Bucket #

Trailer #

Bucket

SPECIAL EQUIPMENT

130 Hums Max on Hr. Meter Per Month
Over 130 is \$55.00 Per Hour

SPECIAL AGREEMENTS

Normal Wear & Tear
5 Month Winter Rental Program
If Don't Take for 5 Month Regular Rate
of 7500.00 Per Month Applies

☐ Insurance Certificate No.:

Customers Trs.

Agent Name

Phone

☐ Signee agrees to have all applicable insurance - i.e. FIRE & THEFT on Equipment rented at all times.

The above described equipment has been received in good repair and operating condition and is accepted by LESSEE, subject to the terms of this written Rental Agreement between LESSEE and LESSOR including the terms and conditions on the reverse side hereof, which are hereby made a part of by reference as if fully set forth herein.

RECEIVED BY

Date

RETURNED BY

Date

59 Dealer Representative Signature

Invoice #

Check #

CHARGES	Rate
DELIVERY	\$
PICK UP	\$
DAILY	\$
WEEKLY	\$
MONTHLY	4400.00 \$
OVERTIME	\$
CLEAN-UP	\$
SUB TOTAL	\$
SALES TAX	\$
TOTAL	\$



RENTAL RESERVATION

226543742

Job Site

CITY OF WACONIA
310 10TH ST E
WACONIA MN 55387-4551

Office: 952-442-2615 Job: 952-442-2615

CITY OF WACONIA
310 10TH ST E
WACONIA MN 55387-4551

Customer # : 6741303
Reserved Date : 10/30/23
Scheduled Out : 11/13/23 09:00 AM
Estimated In : 04/01/24 09:00 AM
UR Job Loc : 310 E 19TH ST, WACON
UR Job # : 1
Customer Job ID :
P.O. # : TBD
Ordered By : SHANE FINERAN
Written By : DEREK STIFTER
Salesperson : TIMOTHY OPITZ

**This is not an invoice
Please do not pay from this document**

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
1	9042040	LOADER WHEEL 4.0-4.9 CUBIC YARD		1,150.00	2,870.00	5,500.00	27,500.00

Rental Subtotal: 27,500.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	MISCELLANEOUS PARTS SALES Attachment for S Houle adapter	[PART/MCI] 2200.000	EACH	2,200.00
1	DELIVERY CHARGE	350.000	EACH	350.00
1	PICKUP CHARGE	350.000	EACH	350.00

Sales/Misc Subtotal: 2,900.00

Agreement Subtotal: 30,400.00

Tax: 2,546.00

Estimated Total: 32,946.00

COMMENTS/NOTES:

CONTACT: SHANE FINERAN
CELL#: 952-820-5872

TO SCHEDULE EQUIPMENT FOR PICKUP, CALL 800-UR-RENTS (800-877-3687)
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IN ORDER TO CLOSE THIS CONTRACT



ENGINE

Make	FPT
Model	F4HFE613S
Emissions Certification	Tier 4 Final
Emissions Technology	SCR/DOC
Type	4-stroke, turbocharged and air-to-air cooled
Cylinders	6-cylinder in-line
Bore/Stroke	4.09 x 5.20 in (104 x 132 mm)
Displacement	411 in ³ (6.7 L)
Fuel	#2 Diesel, #1 and #2 mixture permitted for cold temperatures
Fuel injection	Direct injection – electronic
Fuel filter	Replaceable, spin-on cartridge
Fuel pump	Bosch CP 3.3
Gradeability:	
Side-to-side	35°
Fore and aft	35°
Air filter	Dry type elements w/ warning restriction indicator
Mid-mount cooling module w/ auto reversing fan:	
Mid-mount Air/Water w/ Lube Oil Cooler	
Fan – hydraulic driven:	
Style	8 blade puller
Diameter	32 in (813 mm)
Water pump	Integral
Engine oil pump operating angle ratings:	
Side-to-side	35°
Fore and aft	35°
Oil filtration	Replaceable, full flow spin-on cartridge
Engine speeds	RPM
Rated – full load	2000
Horsepower – Maximum Power:	
Peak gross @ 1800 RPM	230 hp (172 kW)
Net rated @ 2000 RPM	206 hp (153 kW)
Peak net @ 1800 RPM	213 hp (159 kW)
Torque – Maximum Power:	
Gross @ 1300 RPM	873 lb-ft (1 184 N-m)
Net @ 1300 RPM	845 lb-ft (1 145 N-m)
Net torque rise:	
Maximum power range	56%

NOTE: Gross horsepower and torque per SAE J1995.
Net horsepower and torque per SAE J1349.

DRIVETRAIN

Transmission:	
4F/3R Proportional w/ Electronic Control	
Module torque sensing autoshift/manual shift and modulation	
Gears	Helical cut
Gear ratios – 4-speed	Forward/Reverse
1st	3.754/3.551
2nd	2.184/2.071
3rd	1.072/1.017
4th	0.636/ —
Gear ratios – 5-speed	Forward/Reverse
1st	3.921/3.718
2nd	2.255/2.138
3rd	1.466/0.894
4th	0.942/ —
5th	0.613/ —
Torque converter:	
Stall ratio – 4-speed	2.283:1
Stall ratio – 5-speed	2.420:1
Differential:	
Limited slip w/ 67% available axle torque to wheel w/ traction	
Rear axle oscillation	24° total
Front and rear axles:	
Differential ratio	4.11
Planetary ratio	6.00
Final axle ratio	24.67
Heavy-duty axles – optional:	
Front axle equipped w/ locking differential	
Rear axle equipped w/ open differential	
Planetaries	Outboard

Service brakes:	
Hydraulically actuated, maintenance-free, multiple wet disc w/ accumulator to all four wheels	
Brake surface area:	
Rear hub	600 in ² (0.387 m ²)
Front and opt. rear hub	721 in ² (0.465 m ²)
Parking brakes:	
Spring-applied hydraulic release disc on transmission output shaft neutralizes power flow to wheels when engaged	

Travel speeds – 4-speed transmission:		
	Forward	Reverse
	mph (kph)	mph (kph)
1st	4.4 (7.1)	4.7 (7.5)
2nd	7.4 (12.0)	7.8 (12.6)
3rd	14.5 (23.3)	15.2 (24.4)
4th	22.8 (36.6)	—

Travel speeds – 5-speed transmission:		
	Forward	Reverse
	mph (kph)	mph (kph)
1st	4.1 (6.6)	4.4 (7.0)
2nd	7.1 (11.4)	7.4 (12.0)
3rd	10.6 (17.1)	17.2 (27.7)
4th	16.4 (26.4)	—
5th	24.9 (40.0)	—

NOTE: Travel speeds at full engine throttle w/ 23.5-R25 L3 Radial tires.

ELECTRICAL

Voltage	24 Volts, negative ground
Alternator	120 amp
Batteries (2)	12-volt

OPERATOR ENVIRONMENT

ROPS cab AC w/ heat; 8" LCD touchscreen display, adjustable armrest w/ 3 configurable buttons; Key start; Articulated power steering w/ tilt column; Fully adjustable, suspension seat w/ headrest; Foot throttle; Single lever (joystick) loader control w/ auxiliary function and fully adjustable wrist rest, 2 cup holders; Interior rear view mirror; 3 inch (76 mm) retractable seat belt; Integrated 4-corner strobe; Multiple storage trays; Single brake pedal; F/N/R shuttle switch; Left and Right external rear view mirrors; Pressurized air filtering; Anti-glare window strip; Front and Rear Defroster; Side window, partial/fully open; 2 Dome lights; Wipers, rear and intermittent front; Windshield washers, front and rear; Rubber floor mat; Horn; Radio ready – Includes antenna, speakers, wiring, radio fuse, 20A converter, 12-volt auxiliary power outlet, and USB outlet.

Displays/Gauges:

Digital:

Transmission oil temperature; Engine coolant temperature; Fuel level; DEF level.

LCD screen:

Hour meter; Engine speed; Travel speed; Time; Automatic transmission indication; Current gear selection; FNR indication; DeClutch indication; Engine mode indication; Trip computer A/B; Fuel consumption; Multiple languages, Metric/English; Engine diagnostics; Transmission diagnostics; Warning prompts; Error reporting; Diff. Lock*.

Audible/Visual alarms:

Warning lights:

Four-way flashers and turn signals; Brake pressure; Lamp/high beam indication; Engine Block Heater.

Caution warnings:

Parking brake; Coolant temperature; Hydraulic oil temperature; Transmission oil temperature; Air filter; Transmission filter; Hydraulic filter; Alternator; Low fuel.

Critical warnings:

Engine oil pressure; Brake pressure; Steering pressure – w/ aux steering*; Coolant temperature; Hydraulic oil temperature; Transmission oil temperature.

Backup alarm

Maintenance reminders:

Cab air filter; Engine oil filter; Fuel pre-filter; DEF tank vent filter; SCR supply filter; Hydraulic oil and filter; Engine air filter; Engine coolant; Drive belt; Cab recirculation filter; Engine breather filter; Transmission breather; Front and rear axle fluid; SCR supply module filter.

NOTE: *If equipped w/ option.

OPERATING WEIGHT

Z-Bar
Unit equipped w/ 23.5-R25 L3 Radial tires;
ROPS cab w/ heater and A/C; Heavy-duty
counterweight – 4,940 lb (2 241 kg); Heavy-duty
batteries; Front and rear fenders; Lights; Full
fuel; 165 lb (75 kg) operator; 4.25 yd³ (3.2 m³)
MD pin on w/ bolt on edge:

40,057 lb (18 170 kg)

XR

Unit equipped w/ 23.5-R25 L3 Radial tires;
ROPS cab w/ heater and A/C; Heavy-duty
counterweight – 4,940 lb (2 240 kg); Heavy-duty
batteries; Front and rear fenders; Lights; Full
fuel; 165 lb (75 kg) operator; 4.25 yd³ (3.2 m³)
MD pin on w/ bolt on edge:

40,648 lb (18 438 kg)

HYDRAULICS

Main pump – steering/implement:
Closed center pressure/flow compensated

Tandem variable displacement – load-sensing:
Max rated flow x2: 31.6 gpm @ 2000 RPM
(120 L/min @ 2000 RPM)

Loader control valve:
Closed-center, sectional 2, 3 or 4-function
w/ control for lift, tilt and auxiliary hydraulics

Loader auxiliary steering:
Hydraulic orbital center-pivot articulating
w/ on-demand oil flow

High pressure standby:
Implement 3,625 psi (25 000 kPa)
Steering 3,500 psi (24 132 kPa)

Filtration:
Filtered vent w/ relief on hydraulic reservoir,
maintains 3-5 psi on reservoir, 10-micron, return
filter furnishes only clean oil to all components
of the system

SERVICE CAPACITIES

Fuel tank 76.0 gal (288.0 L)

DEF tank – Diesel Exhaust Fluid:

Usable 9.8 gal (37.1 L)
Total 15.6 gal (58.9 L)

Hydraulic system:
Reservoir 24.0 gal (90.8 L)
Total 47.0 gal (178.0 L)

Transmission:
Service w/ filter 36.0 qt (34.1 L)

Front and rear axle:
Front axle 42.3 qt (40.0 L)
Rear axle 42.3 qt (40.0 L)

Engine oil w/ filter 16.0 qt (15.1 L)

Cooling system 32.0 qt (30.0 L)

OTHER SPECIFICATIONS

Lift cylinder:
Bore diameter 5.5 in (139.7 mm)
Rod diameter 3.0 in (76.2 mm)
Stroke 33.3 in (845.7 mm)

Dump cylinder:
Bore diameter 6.5 in (165.1 mm)
Rod diameter 3.5 in (88.9 mm)
Stroke 23.6 in (599.6 mm)

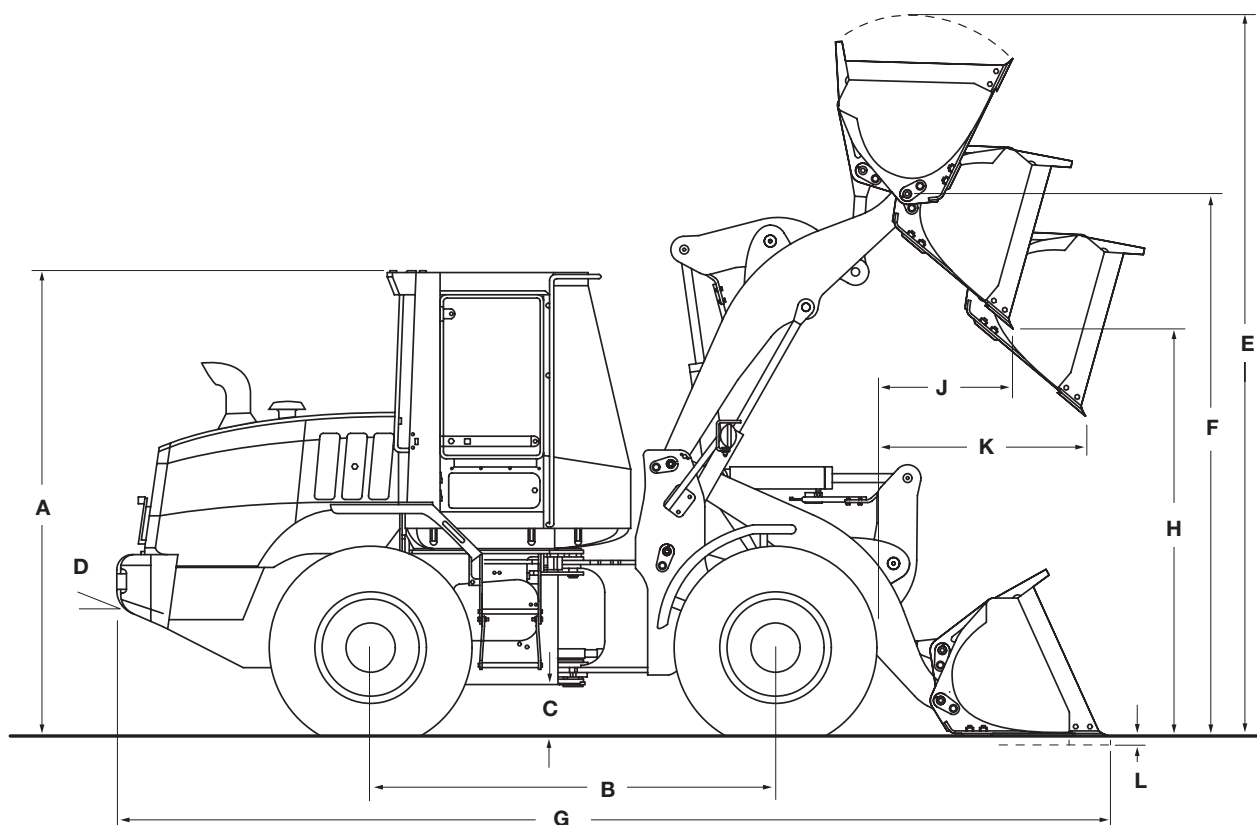
Loader:
Z-Bar loader linkage; Single control for
lift and tilt; Positive hold float; Automatic
return-to-dig; Automatic height control;
Automatic return-to-travel; Brake pedal
transmission disconnect; Bucket position
indicator on bucket.

Cycle time:
Raise w/ rated bucket load 6.2 sec
Dump w/ rated bucket load 1.2 sec
Float down 2.5 sec

Sound level in Cab (LpA) 68 dB(A)

Exterior sound level (LwA) 104 dB(A)

NOTE: Sound level data tested in accordance
with ISO6395, 6396, 3744.



Line drawings are for illustrative purpose only and may not be exact representation of unit.

DIMENSIONS

A. Height to top of ROPS cab	136.2 in (3 460 mm)
Height to drawbar	42.6 in (1 081 mm)
B. Wheelbase	131.5 in (3 340 mm)
C. Ground clearance	17.0 in (431 mm)
D. Angle of departure	29°
Width:	
Overall* without bucket	111.4 in (2 829 mm)
Tread width	87.8 in (2 230 mm)
Turning radius* – outside	236.3 in (6 003 mm)
Turning angle:	
From center	40°
Total angle	80°
Rear axle oscillation – total	24°

NOTE: *Dimensions taken with 23.5-R25 L3 Radial tires. Additional dimensions on pages 4 through 8.

WEIGHT ADJUSTMENTS

Select Options	Weight Adjustment	Tipping Load Adjustment Straight: Deflected*	Tipping Load Adjustment 40° Turn: Deflected*
23.5-R25 L2 Bias	-748 lb (-339 kg)	-610 lb (-277 kg)	-971 lb (-440 kg)
23.5-R25 L2 Radial tires	-28 lb (-13 kg)	-104 lb (-47 kg)	-133 lb (-60 kg)
23.5-R25 Snow Radial Tires	+52 lb (+24 kg)	+162 lb (+73 kg)	+166 lb (+75 kg)

NOTE: Unit equipped with Z-Bar loader arms, 4.25 yd³ (3.2 m³) general purpose pin on bucket with bolt-on edge, 23.5-R25 L3 Radial tires, ROPS cab with heater and air conditioner, heavy counterweight, heavy-duty batteries, front and rear fenders, full fuel and 165 lb (75 kg) operator. Adjust select options from rated weight.

*Tipping loads: ISO 14397-1 Deflected Tires.

PERFORMANCE SPECS

821G Z-Bar*		4.5 yd ³ (3.4 m ³) Bucket with Bolt-on Edge - Pin On	4.25 yd ³ (3.2 m ³) Bucket with Bolt-on Edge - Pin On	4.0 yd ³ (3.1 m ³) Bucket with Teeth - Pin On
Operating weight		40,123 lb (18 200 kg)	40,057 lb (18 170 kg)	39,916 lb (18 106 kg)
E. Operating height – fully raised with spillguard		216.7 in (5 505 mm)	215.4 in (5 471 mm)	215.4 in (5 471 mm)
F. Hinge pin height – fully raised		162.2 in (4 120 mm)	162.2 in (4 120 mm)	162.2 in (4 120 mm)
G. Overall length – bucket level on ground		316.5 in (8 039 mm)	315.1 in (8 004 mm)	321.0 in (8 153 mm)
Dump angle – fully raised		55°	55°	55°
H. Dump height – fully raised, 45° dump		116.5 in (2 958 mm)	117.3 in (2 981 mm)	113.6 in (2 885 mm)
J. Bucket reach – fully raised, 45° dump		44.4 in (1 128 mm)	43.4 in (1 102 mm)	47.8 in (1 215 mm)
K. Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump		67.4 in (1 712 mm)	66.8 in (1 696 mm)	69.4 in (1 762 mm)
L. Dig depth		3.1 in (78 mm)	3.1 in (78 mm)	3.1 in (78 mm)
Operating load – ISO Rigid Tires		13,342 lb (6 052 kg)	13,409 lb (6 082 kg)	13,625 lb (6 180 kg)
Operating load – ISO Deflected Tires		12,189 lb (5 529 kg)	12,257 lb (5 560 kg)	12,457 lb (5 650 kg)
Maximum material density – ISO Rigid Tires		2,965 lb/yd ³ (1 759 kg/m ³)	3,155 lb/yd ³ (1 872 kg/m ³)	3,406 lb/yd ³ (2 021 kg/m ³)
Maximum material density – ISO Deflected Tires		2,709 lb/yd ³ (1 607 kg/m ³)	2,884 lb/yd ³ (1 711 kg/m ³)	3,114 lb/yd ³ (1 848 kg/m ³)
Tipping load – ISO Rigid Tires:	Straight	32,245 lb (14 626 kg)	32,384 lb (14 689 kg)	32,870 lb (14 910 kg)
	40° turn	26,684 lb (12 104 kg)	26,819 lb (12 165 kg)	27,249 lb (12 360 kg)
Tipping load – ISO Deflected Tires:	Straight	30,231 lb (13 713 kg)	30,375 lb (13 777 kg)	30,829 lb (13 984 kg)
	40° turn	24,377 lb (11 057 kg)	24,515 lb (11 120 kg)	24,913 lb (11 300 kg)
Lift capacity:	Full height	21,913 lb (9 939 kg)	21,980 lb (9 970 kg)	22,138 lb (10 042 kg)
	Ground	40,294 lb (18 277 kg)	40,434 lb (18 341 kg)	40,760 lb (18 488 kg)
Breakout force with tilt cylinder		34,301 lb (15 559 kg)	35,288 lb (16 007 kg)	37,922 lb (17 201 kg)
Loader clearance circle with bucket		524.0 in (13 311 mm)	523.3 in (13 291 mm)	526.5 in (13 373 mm)

821G XR		4.5 yd ³ (3.4 m ³) Bucket with Bolt-on Edge - Pin On	4.25 yd ³ (3.2 m ³) Bucket with Bolt-on Edge - Pin On	4.0 yd ³ (3.1 m ³) Bucket with Teeth - Pin On
Operating weight		40,714 lb (18 467 kg)	40,648 lb (18 438 kg)	40,507 lb (18 373 kg)
E. Operating height – fully raised with spillguard		234.1 in (5 946 mm)	232.8 in (5 912 mm)	232.8 in (5 912 mm)
F. Hinge pin height – fully raised		179.6 in (4 561 mm)	179.6 in (4 561 mm)	179.6 in (4 561 mm)
G. Overall length – bucket level on ground		335.6 in (8 525 mm)	334.3 in (8 490 mm)	340.1 in (8 638 mm)
Dump angle – fully raised		49°	49°	49°
H. Dump height – fully raised, 45° dump		133.8 in (3 399 mm)	134.7 in (3 422 mm)	130.9 in (3 326 mm)
J. Bucket reach – fully raised, 45° dump		48.9 in (1 241 mm)	47.8 in (1 215 mm)	52.3 in (1 327 mm)
K. Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump		84.6 in (2 150 mm)	84.0 in (2 132 mm)	86.8 in (2 205 mm)
L. Dig depth		5.7 in (145 mm)	5.7 in (145 mm)	5.7 in (145 mm)
Operating load – ISO Rigid Tires		10,620 lb (4 817 kg)	10,678 lb (4 843 kg)	10,850 lb (4 922 kg)
Operating load – ISO Deflected Tires		9,803 lb (4 446 kg)	9,861 lb (4 473 kg)	10,024 lb (4 547 kg)
Maximum material density – ISO Rigid Tires		2,360 lb/yd ³ (1 400 kg/m ³)	2,512 lb/yd ³ (1 491 kg/m ³)	2,713 lb/yd ³ (1 610 kg/m ³)
Maximum material density – ISO Deflected Tires		2,178 lb/yd ³ (1 293 kg/m ³)	2,320 lb/yd ³ (1 377 kg/m ³)	2,506 lb/yd ³ (1 487 kg/m ³)
Tipping load – ISO Rigid Tires:	Straight	25,750 lb (11 680 kg)	25,870 lb (11 735 kg)	26,253 lb (11 908 kg)
	40° turn	21,239 lb (9 634 kg)	21,355 lb (9 687 kg)	21,701 lb (9 843 kg)
Tipping load – ISO Deflected Tires:	Straight	24,386 lb (11 061 kg)	24,508 lb (11 117 kg)	24,874 lb (11 283 kg)
	40° turn	19,605 lb (8 893 kg)	19,723 lb (8 946 kg)	20,049 lb (9 094 kg)
Lift capacity:	Full height	20,079 lb (9 108 kg)	20,146 lb (9 138 kg)	20,302 lb (9 209 kg)
	Ground	30,646 lb (13 901 kg)	30,790 lb (13 966 kg)	31,106 lb (14 110 kg)
Breakout force with tilt cylinder		34,876 lb (15 820 kg)	35,879 lb (16 275 kg)	38,553 lb (17 488 kg)
Loader clearance circle with bucket		543.4 in (13 804 mm)	542.5 in (13 780 mm)	546.4 in (13 879 mm)

821G		Z-Bar/XR	Z-Bar/XR	Z-Bar/XR
Maximum rollback:	Ground	41°/37°	41°/37°	42°/37°
	Carry position	45°/43°	45°/43°	45°/43°
	@ Full height	59°/60°	59°/60°	59°/60°
Maximum grading angle with bucket – back dragging		60°/63°	60°/63°	61°/64°
SAE bucket capacity – struck		3.78 yd ³ (2.89 m ³)	3.63 yd ³ (2.78 m ³)	3.44 yd ³ (2.63 m ³)
	Heaped	4.50 yd ³ (3.44 m ³)	4.25 yd ³ (3.25 m ³)	4.00 yd ³ (3.06 m ³)
Bucket width – outside		119.3 in (3 030 mm)	119.3 in (3 030 mm)	119.2 in (3 027 mm)
Bucket weight		3,464 lb (1 571 kg)	3,398 lb (1 541 kg)	3,256 lb (1 477 kg)

PERFORMANCE SPECS

821G Z-Bar*		4.0 yd ³ (3.06 m ³) Bucket with Bolt-on Edge - JRB Coupler	3.8 yd ³ (2.9 m ³) Bucket with Teeth - JRB Coupler	4.0 yd ³ (3.1 m ³) Bucket with Bolt-On Edge - ACS Coupler
Operating weight		41,430 lb (18 792 kg)	41,289 lb (18 728 kg)	41,483 lb (18 816 kg)
E.	Operating height – fully raised with spillguard	221.9 in (5 636 mm)	221.9 in (5 637 mm)	218.8 in (5 558 mm)
F.	Hinge pin height – fully raised	162.1 in (4 118 mm)	162.1 in (4 118 mm)	162.1 in (4 118 mm)
G.	Overall length – bucket level on ground	325.1 in (8 258 mm)	331.0 in (8 406 mm)	320.9 in (8 151 mm)
Dump angle – fully raised		55°	55°	55°
H.	Dump height – fully raised, 45° dump	110.9 in (2 817 mm)	107.1 in (2 721 mm)	113.6 in (2 886 mm)
J.	Bucket reach – fully raised, 45° dump	51.0 in (1 295 mm)	55.4 in (1 408 mm)	47.8 in (1 213 mm)
K.	Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump	71.2 in (1 807 mm)	73.5 in (1 866 mm)	69.4 in (1 762 mm)
L.	Dig depth	3.1 in (79 mm)	3.2 in (80 mm)	3.1 in (79 mm)
Operating load – ISO Rigid Tires		11,830 lb (5 366 kg)	12,023 lb (5 454 kg)	12,170 lb (5 520 kg)
Operating load – ISO Deflected Tires		10,768 lb (4 884 kg)	10,947 lb (4 966 kg)	11,077 lb (5 024 kg)
Maximum material density – ISO Rigid Tires		2,958 lb/yd ³ (1 755 kg/m ³)	3,164 lb/yd ³ (1 877 kg/m ³)	3,042 lb/yd ³ (1 805 kg/m ³)
Maximum material density – ISO Deflected Tires		2,692 lb/yd ³ (1 597 kg/m ³)	2,881 lb/yd ³ (1 709 kg/m ³)	2,769 lb/yd ³ (1 643 kg/m ³)
Tipping load – ISO Rigid Tires:	Straight	28,844 lb (13 083 kg)	29,278 lb (13 280 kg)	29,661 lb (13 454 kg)
	40° turn	23,661 lb (10 732 kg)	24,046 lb (10 907 kg)	24,339 lb (11 040 kg)
Tipping load – ISO Deflected Tires:	Straight	27,004 lb (12 249 kg)	27,412 lb (12 434 kg)	27,762 lb (12 593 kg)
	40° turn	21,537 lb (9 769 kg)	21,894 lb (9 931 kg)	22,154 lb (10 049 kg)
Lift capacity:	Full height	20,513 lb (9 305 kg)	20,670 lb (9 376 kg)	20,500 lb (9 299 kg)
	Ground	28,363 lb (12 865 kg)	29,604 lb (13 428 kg)	32,373 lb (14 684 kg)
Breakout force with tilt cylinder		28,872 lb (13 096 kg)	30,698 lb (13 925 kg)	31,163 lb (14 135 kg)
Loader clearance circle with bucket		529.0 in (13 437 mm)	532.4 in (13 523 mm)	526.5 in (13 374 mm)

821G XR		4.0 yd ³ (3.06 m ³) Bucket with Bolt-on Edge - JRB Coupler	3.8 yd ³ (2.9 m ³) Bucket with Teeth - JRB Coupler	4.0 yd ³ (3.1 m ³) Bucket with Bolt-On Edge - ACS Coupler
Operating weight		42,021 lb (19 060 kg)	41,879 lb (18 996 kg)	42,074 lb (19 084 kg)
E.	Operating height – fully raised with spillguard	239.3 in (6 078 mm)	239.3 in (6 078 mm)	236.2 in (5 999 mm)
F.	Hinge pin height – fully raised	179.5 in (4 559 mm)	179.5 in (4 559 mm)	179.5 in (4 559 mm)
G.	Overall length – bucket level on ground	344.2 in (8 743 mm)	350.1 in (8 892 mm)	340.0 in (8 636 mm)
Dump angle – fully raised		49°	49°	49°
H.	Dump height – fully raised, 45° dump	128.3 in (3 258 mm)	124.5 in (3 162 mm)	131.0 in (3 327 mm)
J.	Bucket reach – fully raised, 45° dump	55.4 in (1 408 mm)	59.9 in (1 521 mm)	52.2 in (1 326 mm)
K.	Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump	88.8 in (2 256 mm)	91.4 in (2 322 mm)	86.8 in (2 204 mm)
L.	Dig depth	5.8 in (146 mm)	5.8 in (147 mm)	5.8 in (146 mm)
Operating load – ISO Rigid Tires		9,382 lb (4 256 kg)	9,540 lb (4 327 kg)	9,613 lb (4 361 kg)
Operating load – ISO Deflected Tires		8,622 lb (3 911 kg)	8,771 lb (3 978 kg)	8,833 lb (4 007 kg)
Maximum material density – ISO Rigid Tires		2,346 lb/yd ³ (1 392 kg/m ³)	2,510 lb/yd ³ (1 490 kg/m ³)	2,403 lb/yd ³ (1 426 kg/m ³)
Maximum material density – ISO Deflected Tires		2,155 lb/yd ³ (1 279 kg/m ³)	2,308 lb/yd ³ (1 370 kg/m ³)	2,208 lb/yd ³ (1 310 kg/m ³)
Tipping load – ISO Rigid Tires:	Straight	23,007 lb (10 436 kg)	23,356 lb (10 594 kg)	23,569 lb (10 691 kg)
	40° turn	18,764 lb (8 511 kg)	19,079 lb (8 654 kg)	19,227 lb (8 721 kg)
Tipping load – ISO Deflected Tires:	Straight	21,745 lb (9 863 kg)	22,078 lb (10 015 kg)	22,272 lb (10 102 kg)
	40° turn	17,244 lb (7 822 kg)	17,541 lb (7 957 kg)	17,667 lb (8 013 kg)
Lift capacity:	Full height	18,692 lb (8 479 kg)	18,847 lb (8 549 kg)	18,674 lb (8 470 kg)
	Ground	28,087 lb (12 740 kg)	28,385 lb (12 875 kg)	28,592 lb (12 969 kg)
Breakout force with tilt cylinder		29,366 lb (13 320 kg)	31,221 lb (14 161 kg)	31,694 lb (14 376 kg)
Loader clearance circle with bucket		549.4 in (13 955 mm)	553.5 in (14 059 mm)	546.4 in (13 880 mm)

821G		Z-Bar/XR	Z-Bar/XR	Z-Bar/XR
Maximum rollback:	Ground	42°/37°	42°/37°	42°/37°
	Carry position	45°/43°	45°/43°	45°/43°
	@ Full height	59°/60°	59°/60°	59°/60°
Maximum grading angle with bucket – back dragging		62°/65°	64°/67°	61°/64°
SAE bucket capacity – struck		3.41 yd ³ (2.61 m ³)	3.25 yd ³ (2.48 m ³)	3.41 yd ³ (2.61 m ³)
	Heaped	4.00 yd ³ (3.06 m ³)	3.80 yd ³ (2.91 m ³)	4.00 yd ³ (3.06 m ³)
Bucket width – outside		119.3 in (3 030 mm)	119.2 in (3 027 mm)	119.3 in (3 030 mm)
Bucket weight		4,770 lb (2 164 kg)	4,629 lb (2 100 kg)	4,824 lb (2 188 kg)

NOTE: *Z-Bar performance data shown with full counterweight.

Performance data unit equipped with 23.5-R25 L3 Radial tires, ROPS cab with heater and air conditioner, full counterweight, standard batteries, front and rear fenders, full fuel and 165 lb (75 kg) operator. Specifications per SAE J732, J1234, J695, J742, and J818.

STANDARD EQUIPMENT

OPERATOR ENVIRONMENT

See page 1

ENGINE

CASE/FPT F4HFE613S
Tier 4 Final Certified
Selective Catalytic Reduction (SCR) with Diesel Oxidation Catalyst
Selectable work modes:
 Maximum Mode
 Smart Mode
Turbocharger
Charge air cooling
Automatic belt tensioner
Integral engine oil cooling
Fuel filter with water trap
Dual-element dry-type air cleaner
Hydraulic-driven cooling fan
Air-cooled radiator
Mid-mounted cooling module with hydraulically driven auto reversing fan
Engine block heater
Common rail electronic fuel injection

LOADER

See page 2 – Operating weight,
Other specifications

DRIVETRAIN

4-wheel drive
4F/3R Selectable autoshift/manual shift transmission
Electronic Control Module – programmable, computer controlled proportional shifting with programmable gear selection
Onboard diagnostics
Single lever electronic shift control
F/N/R switch in loader control handle
Downshift button
Torque converter
Limited-slip differentials
Outboard planetary axles
Transmission oil cooler
Brake pedal transmission disconnect – declutch
Hydraulic wet disc brakes
Spring-applied hydraulic release parking brake
Limp-Home Mode
Greaseable rear axle trunnion
3-piece rims

HYDRAULICS

Adjustable Electro-hydraulic - EH loader control with one auxiliary function and 3 configurable buttons
Adjustable EH settings:
 Smooth
 Moderate
 Aggressive
Auxiliary Hydraulics
Ride Control™
Locking hydraulics for coupler
EH Parallel Lift
Low-effort steering
Hydraulic driven cooling fan
Diagnostic quick couplers
Split flange hydraulic connections – 1 in or greater
Hydraulic oil cooler

ELECTRICAL

Alternator and voltage regulator
Battery isolator/electrical disconnect
120 amp alternator
(2) 700 CCA 12-volt batteries
Electric starter
Lights:
 Integrated 4-corner strobe
 2 Front and 2 rear halogen flood lights
 2 Front driving headlights – high/low beam with integrated turn signals
 2 LED stop/tail lights with integrated turn signals
Key start/stop switch
Backup alarm
Centrally located fuse box with all electrical circuits protected
Remote jump start posts

OTHER

Electric hood lift
Front and rear fenders, partial coverage
External rear view mirrors
Heavy counterweight
Drawbar hitch
Articulation locking bar
Lift arm locking bar
Lift and tie-down points – front/rear
Rear frame side covers
License plate brackets; front bracket and lit rear bracket
Rubber steering stops
Grouped remote-mounted ecology drains:
 Engine oil
 Engine coolant
 Hydraulic oil

TELEMATICS

CASE SiteWatch™ Telematics – includes hardware and a 3-yr Advanced data subscription
SiteConnect Module providing remote diagnostics capability

OPTIONAL EQUIPMENT

OPERATOR ENVIRONMENT

Cloth-covered heated air-suspension seat with headrest
Sound Shield noise suppression package
Bluetooth radio, 12V AM/FM with auxiliary input
Cab convenience package:
Rear sun shade, interior mirror, under the seat drawer, coat hook, 12V accessory port, and an ash tray
In cab powered cooler box
In cab accessory mount
Rear view camera
External heated rear view mirrors
Front LED driving/headlights
LED front and rear work lights – 4 front, 2 rear

DRIVETRAIN

5F/3R Autoshift/manual shift transmission, lockup torque converter, PowerInch de-clutch
Heavy-duty axles:
With locking front differential and open/conventional rear differential
Cold weather package:
Heavy-duty (2) 950 CCA 12V batteries
Fuel heater
Hydraulic oil cooler bypass
Low temperature hydraulic oil
Fast-warm hydraulic valve

HYDRAULICS

Secondary steering
Integrated Payload System
Tire Pressure Monitoring System
2-function loader valve with joystick loader control
4-function loader valve with joystick loader control and two proportional auxiliary roller switches

LOADER

XR extended reach version
Attachment auxiliary hydraulics
Coupler systems – JRB or ACS compatible
Buckets – see pages 4 through 6

TIRES

23.5 x 25 L2 bias – dirt/traction
23.5 x 25 L3 bias – rock
23.5-R25 L2 radial – dirt/traction
23.5-R25 L3 radial – rock
23.5-R25 radial Michelin SnoPlus
Axle oscillation stops

ADVANCED ENGINE AIR FILTRATION

Sy-Klone® ejector type pre-cleaner

OTHER

Additional RH steps and platform with standard or wide fenders
12.4 mph (20 kph) maximum speed control
Special paint
Skid plate and transmission
Standard fenders with right and left hand steps
Wide full coverage fenders with right and left hand steps

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IMPORTANT: CASE Construction Equipment Inc. reserves the right to change these specifications without notice and without incurring any obligation relating to such change. Availability of some models and equipment builds vary according to the country in which the equipment is used. The illustrations and text may include optional equipment and accessories and may not include all standard equipment. Your CASE dealer/distributor will be able to give you details of the products and their specifications available in your area.



CASE Construction Equipment is biodiesel-friendly. NOTE: All engines meet current EPA emissions regulations. All specifications are stated in accordance with SAE Standards or Recommended Practices, where applicable.

Always read the Operator's Manual before operating any equipment. Inspect equipment before using it, and be sure it is operating properly. Follow the product safety signs and use any safety features provided.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: November 20, 2023

Item Name: 241 W 3 1/2 Street Landscaping Items

Originating Department: Administration

Presented by: Shane Fineran

Previous Council Action (if any):

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.)

Discussion & Direction

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

Lynette Ische has requested that the City Council consider her request for additional landscaping work to occur at her property following completion of the 2022 Infrastructure Project.

Items completed at this property include:

1. Driveway widening and replacement
2. Retaining wall replaced
3. 2 trees removed and replaced
4. Turf restoration items.

The driveway was reconstructed and replaced twice during this project. In the design process we showed the driveway grade intended to be between 10.5% - 12%. All designs intend to maintain or decrease, never increase, the existing driveway slopes with any project. The sidewalk really made this a difficult location to tie in. The existing sidewalk was at a 13% cross slope as it was basically part of the driveway grade. In order to make this sidewalk ADA compliant (max 2% cross slope) it pushed the driveway grade further into the property than existing. While there is now written confirmation, initially the driveway was reconstructed to maintain a flatter landing area near the garage face at the property owners request, therefore steepening the slope by shortening the removal limits of the driveway. It is difficult to anticipate what changes to the design this was making at the time, but once the concrete was poured it made the driveway steeper than original grade. Due to this, it was agreed upon to reconstruct the driveway back to the garage in order to create a manageable driveway grade but had to eliminate the "landing" area at the top of the grade in the process.

This fall staff met with the property owner to review concerns at the retaining wall. The property owner was concerned with the lack of turf establishment at the back of the wall and had indicated that it was communicated to her that the City would install larger wall caps that would cover more of the block underneath and edging out onto the turf. This was investigated, but larger cap block that matched the wall block is not available. It was agreed upon that upon tree installation that the city would add more topsoil and seed adjacent to the wall back into the turf area to bring the grade up and provide better turf establishment conditions. This has been completed.

Ms. Ische has requested additional grading, wall, and landscaping items to be completed adjacent to the wall and driveway. Staff felt that these requests were not within the scope of the original project impacts and that no further work would be completed by the city

Attachments:

1. [241 W 3 1-2 St Owner Statement.pdf](#)
2. [Drive Way Construction Survey Figures.pdf](#)
3. [241 31-2 Street Property - Waconia 2022 Infrastructure Improvements.pdf](#)
4. [241 31-2 Street Retaining Wall Pre Construction Conditions.pdf](#)

5. 2 St Retaining Wall Post Construction Conditions .pdf

FINANCIAL IMPLICATIONS:

Funding Sources & Uses:

Budget Information:

_____ Budgeted

_____ Non Budgeted

_____ Amendment Required

ADVISORY BOARD RECOMMENDATIONS:

Planning Commission

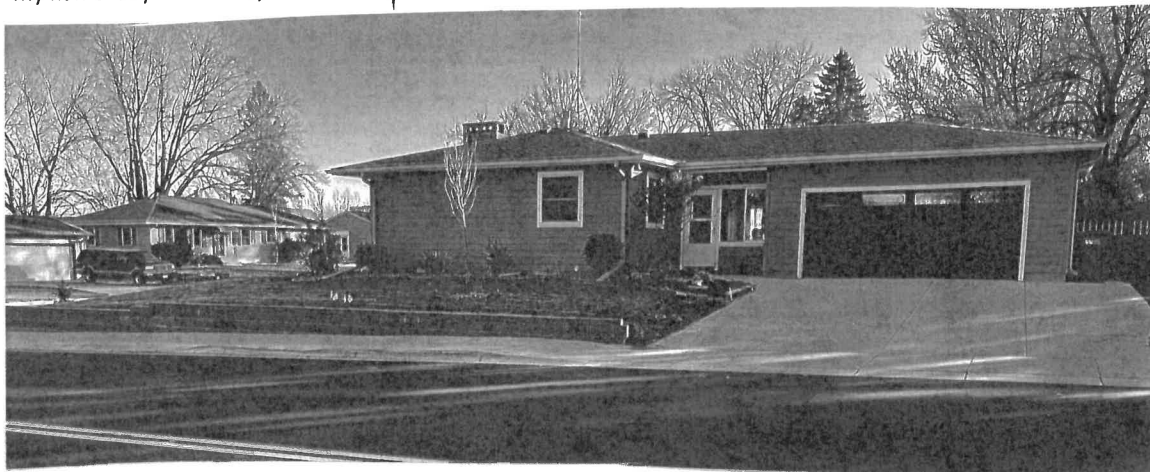
Parks and Recreation Board

Safari Island Advisory Board

Other

To The Honorable Mayor and City Council Members:

My name is Lynette Ische, and I reside at 241 West 3 1/2 Street, Waconia, MN 55387



As a result of the work performed in the 2022 Infrastructure Improvements on Maple Street, I have some areas that are not finished. I will try and explain each of them as best as I can, along with my request for completion.

DRIVEWAY CONCERN:

The main cause for these issues, relates to the leveling of the sidewalk, which had sloped downward to the west. This carried over into my driveway, which then needed to be lowered on the west end also.

To accommodate this, sections of my driveway were replaced, but this created a dangerous slope during the winter months.

To resolve this problem, all concrete was removed, and new concrete was poured, starting at the garage door, sloping down to the sidewalk.

RETAINING WALL CONCERNS:

I need to first mention that the entire sidewalk was poured 6 inches wider than according to plan, which resulted in very odd and difficult areas to plant, and/or prevent erosion, wanting it only to be in like condition prior to city work.

There were many exposed blocks behind the caps, but with grass requiring 4-6 inches of top soil to grow, it died and nothing will grow along the wall.

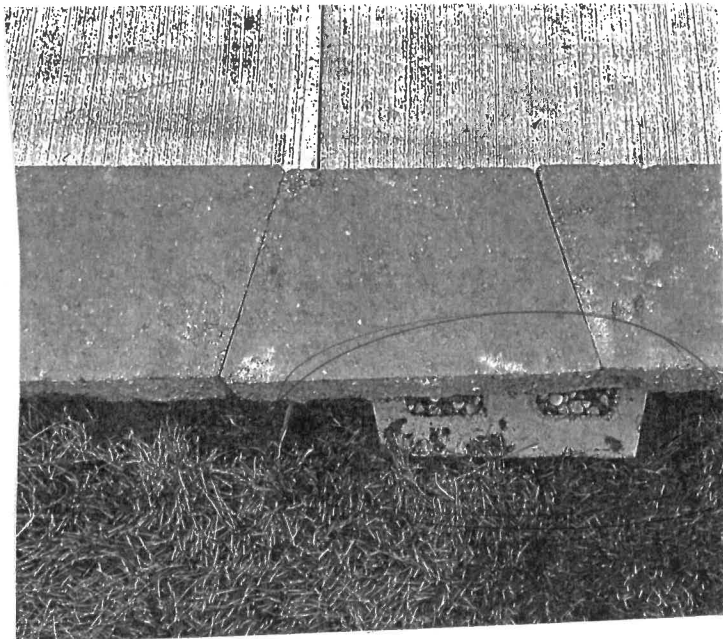
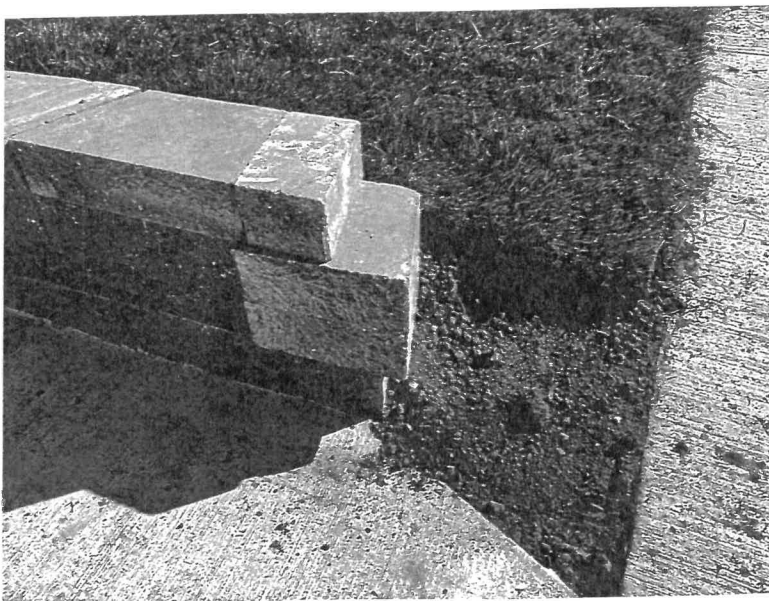
To resolve this the City was going to put in black dirt, flush with the caps, and feather back sloping up the lawn.

However, the result is approx. 12" of new dirt, sloping down away from the wall, creating a gully, or trench like area running along the wall.

RETAINING WALL REQUEST: "width"

I request something to be done at the corner of the wall and driveway, and up the north side of the driveway to the circle.

I request more dirt filled in along the wall to be the required 4-6 inches needed for grass to grow. & feather upward on grass.

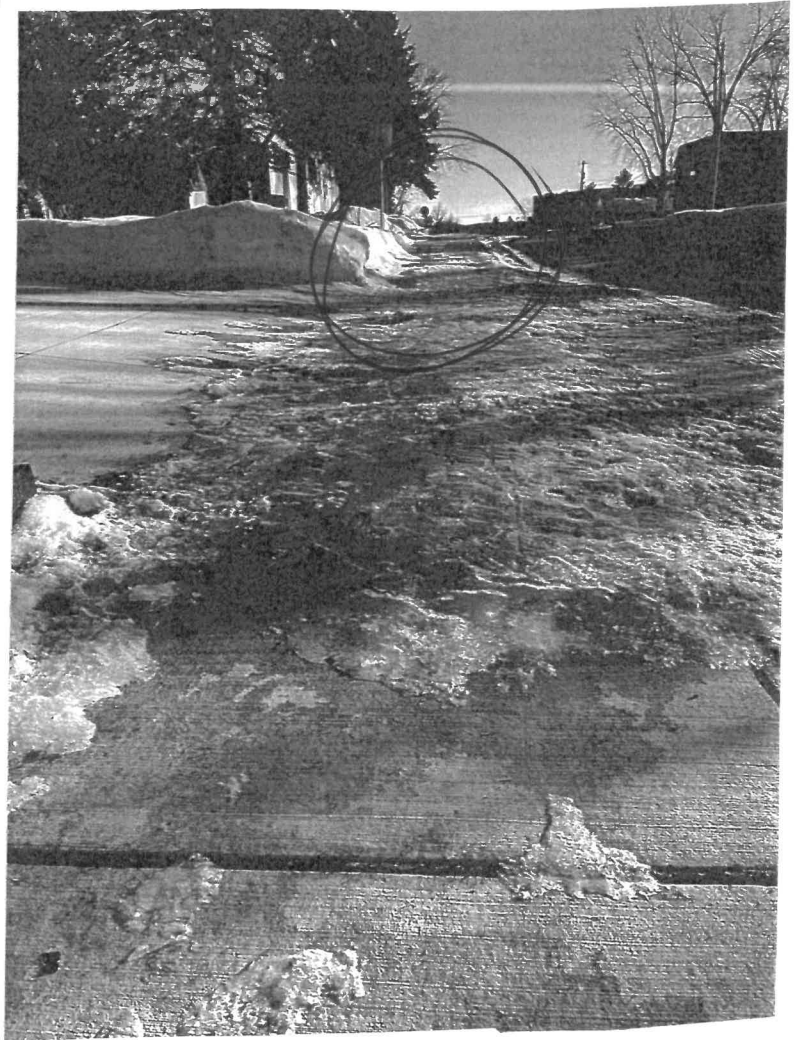


A

scary future concern I have is the ice buildup over the sidewalk causing injuries.

I was told the grade by house was due to being on a hill.

I was constantly covered with ice last year, but if look, ther isn't any icie buildup on the neighbors sidewalk??
you





Add dead grass about 4-6" out



dirt slopes down



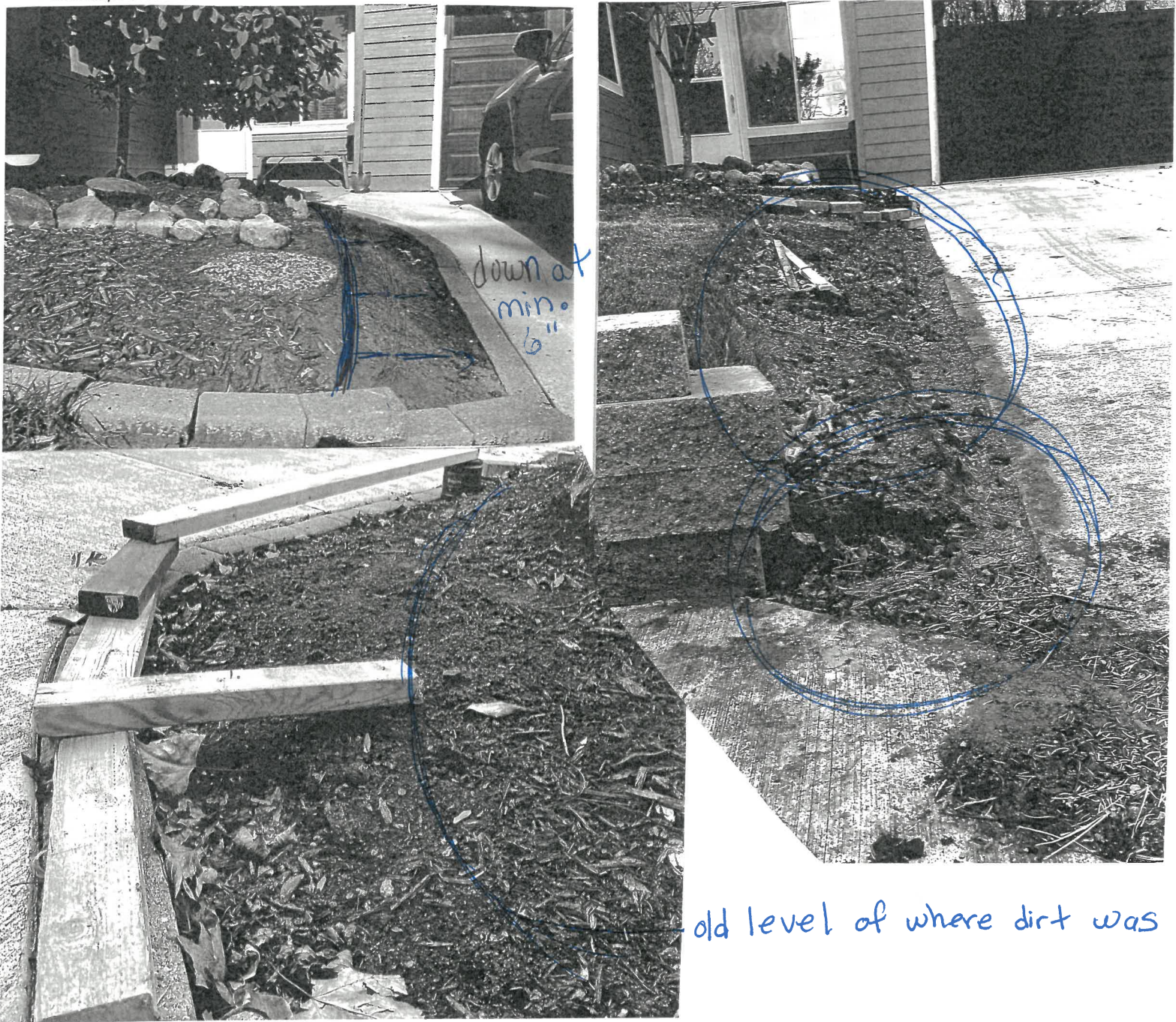
trench
along wall

ENTRY CIRCLE CONCERN:

As a result of the driveway having to be lowered, starting at the garage door, it drastically affected the grade and level of dirt in the circle by my entrance. The dirt and bricks were 6 inches higher around the perimeter prior to construction. This will now erode without something else being done.

ENTRY CIRCLE REQUEST:

This landscape area should have a sufficient wall to prevent erosion and be filled with sufficient black dirt

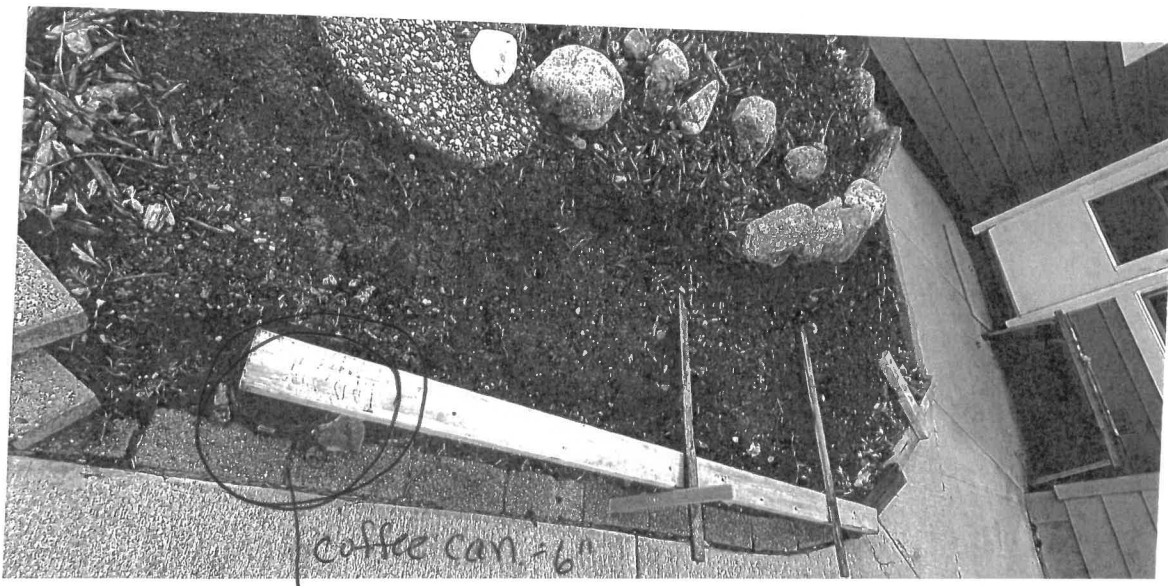


Thank you very much for your time and consideration in this matter. I hope we can resolve these matters,

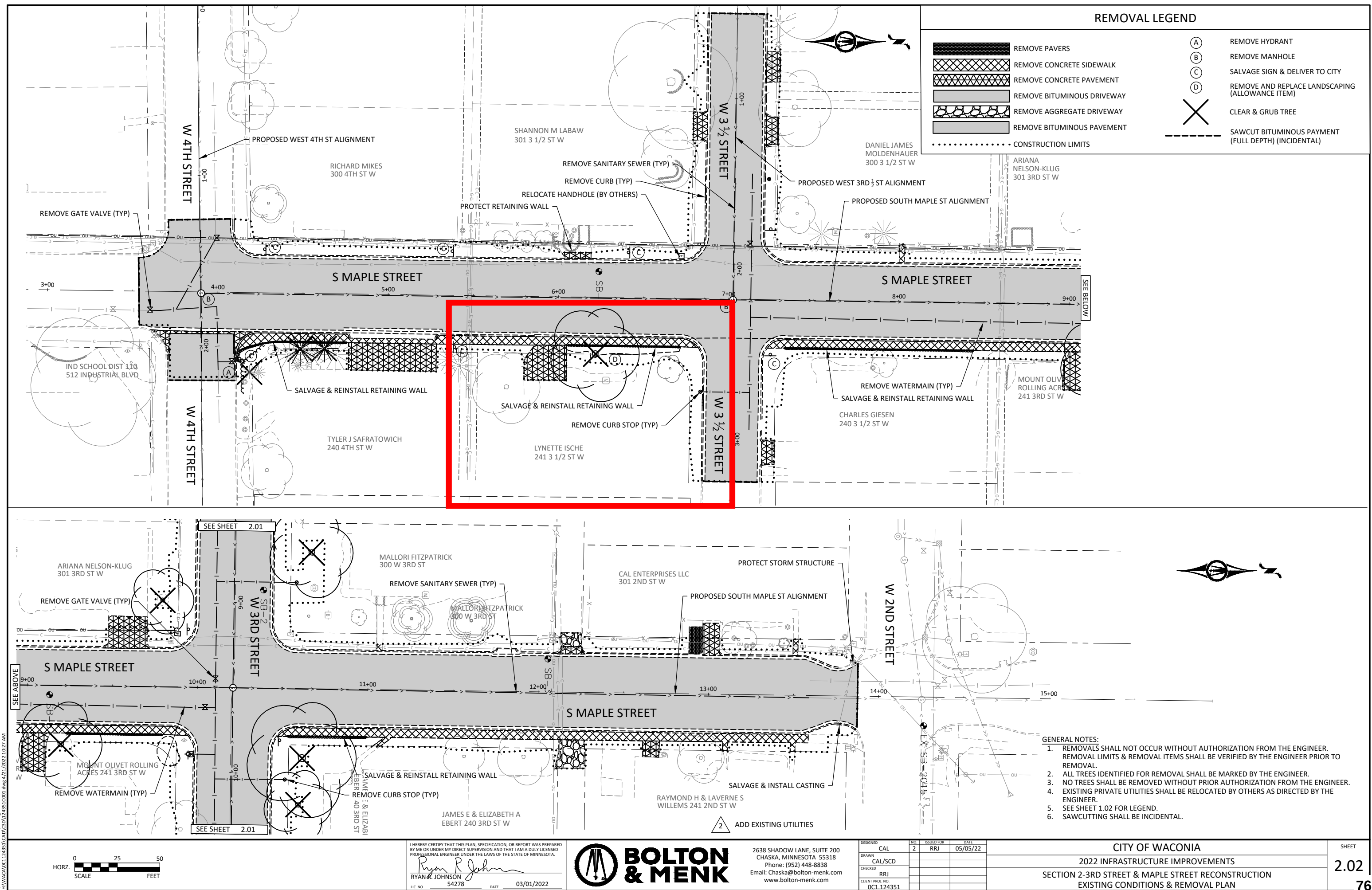
Lynette Ische

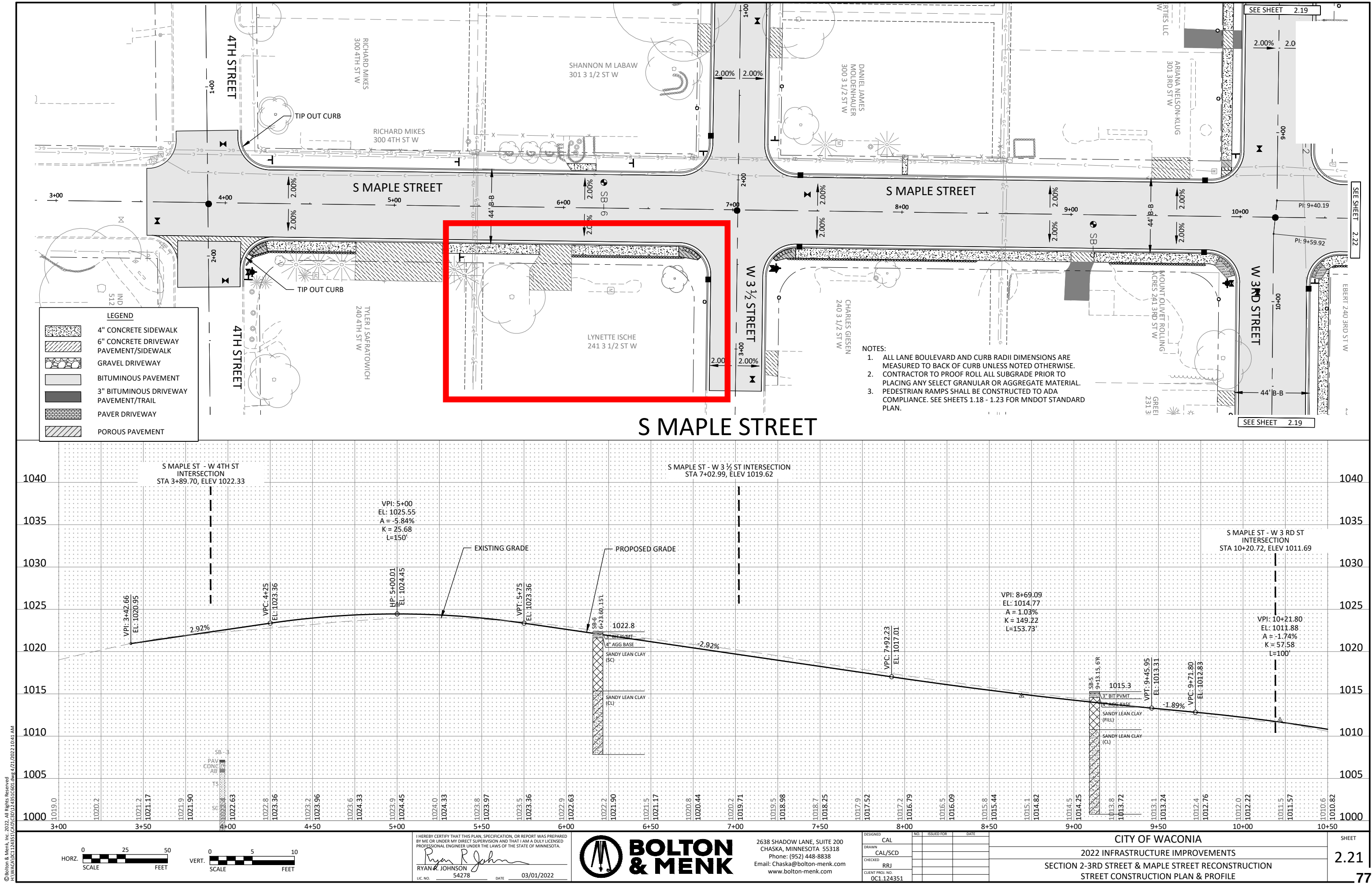


As you can see, a lot of dirt was removed because the driveway had to be lowered, but no mulch will stay on the dirt to prevent it from eroding. Prior to construction project, the dirt + brick were a min. of 6" higher

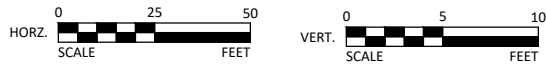








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Ryan P. Johnson
RYAN P. JOHNSON
LIC. NO. 54278 DATE 03/01/2022



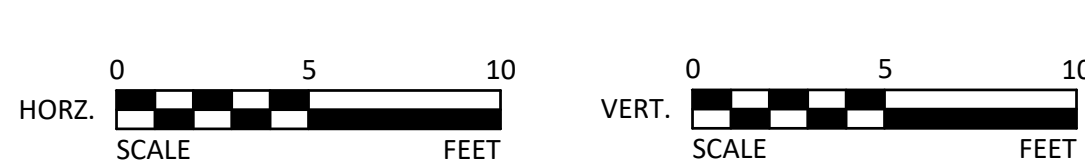
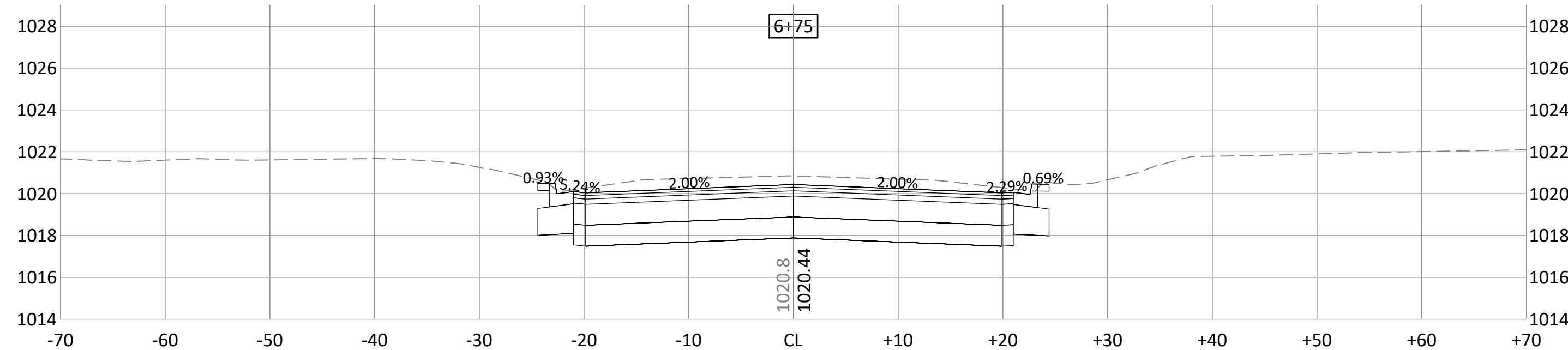
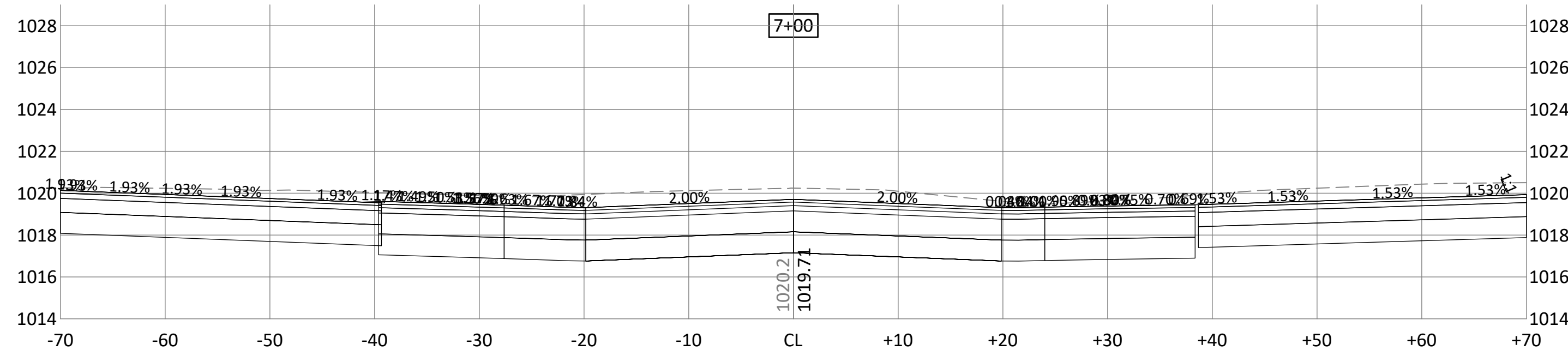
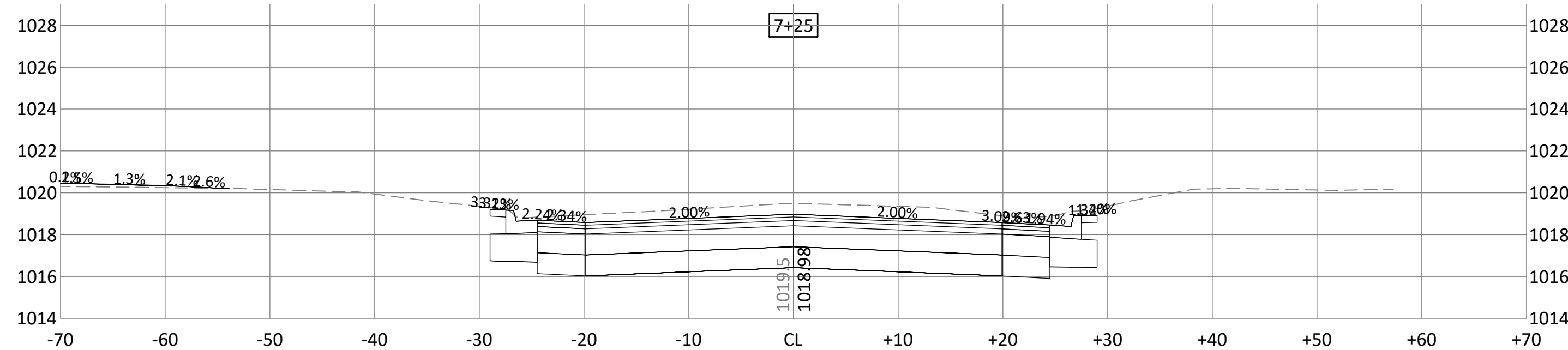
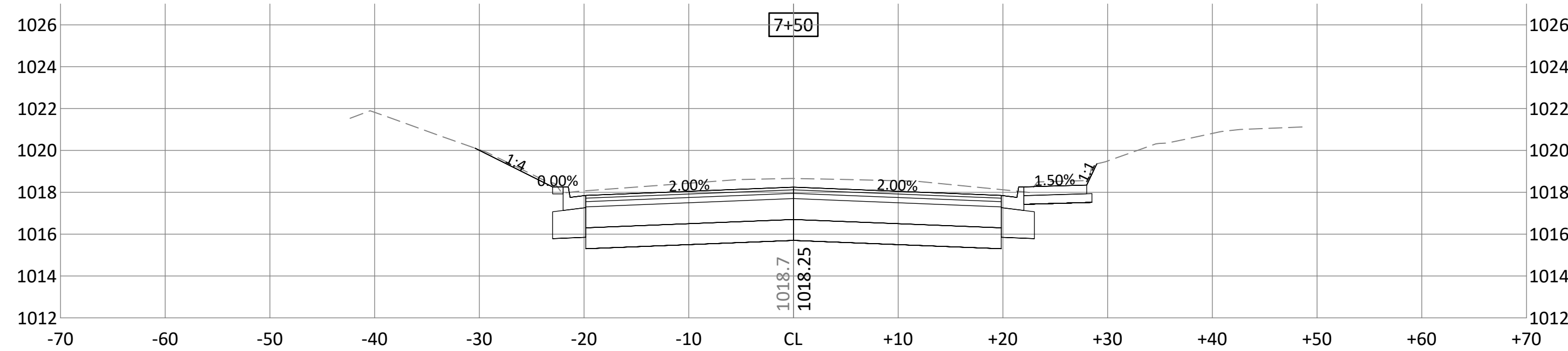
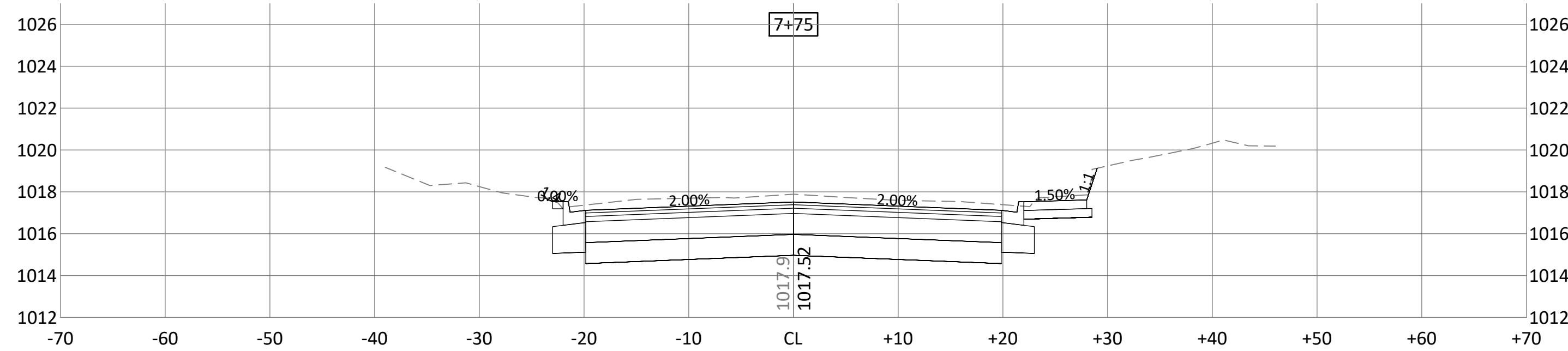
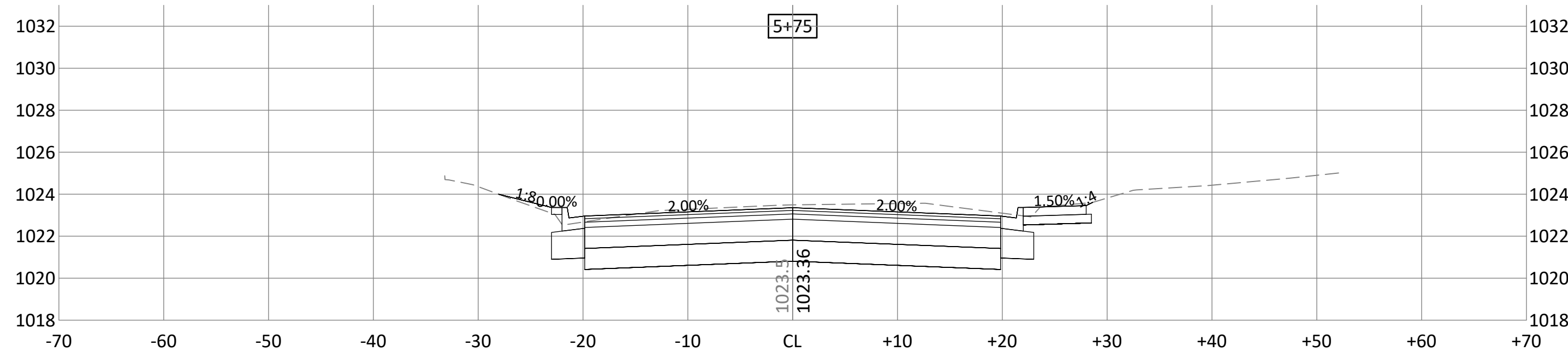
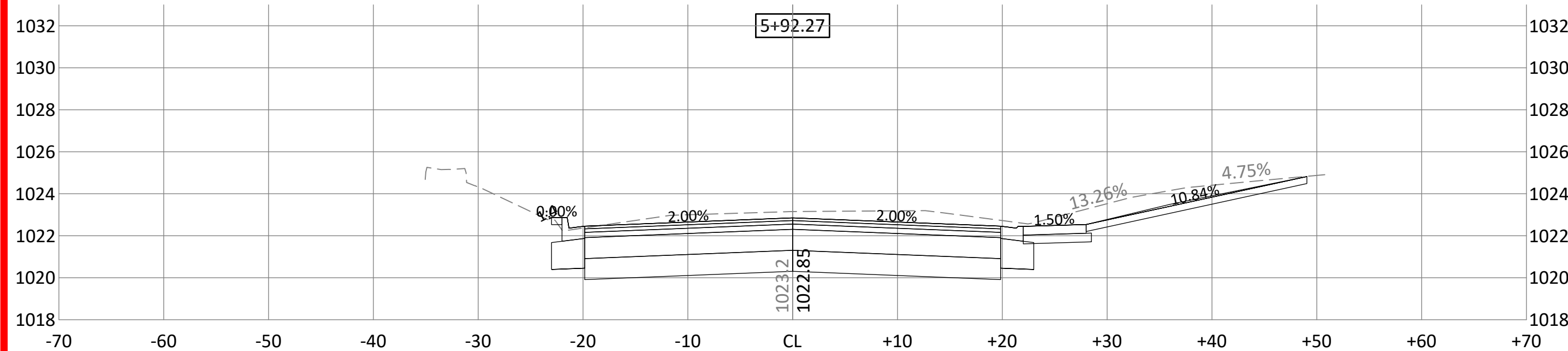
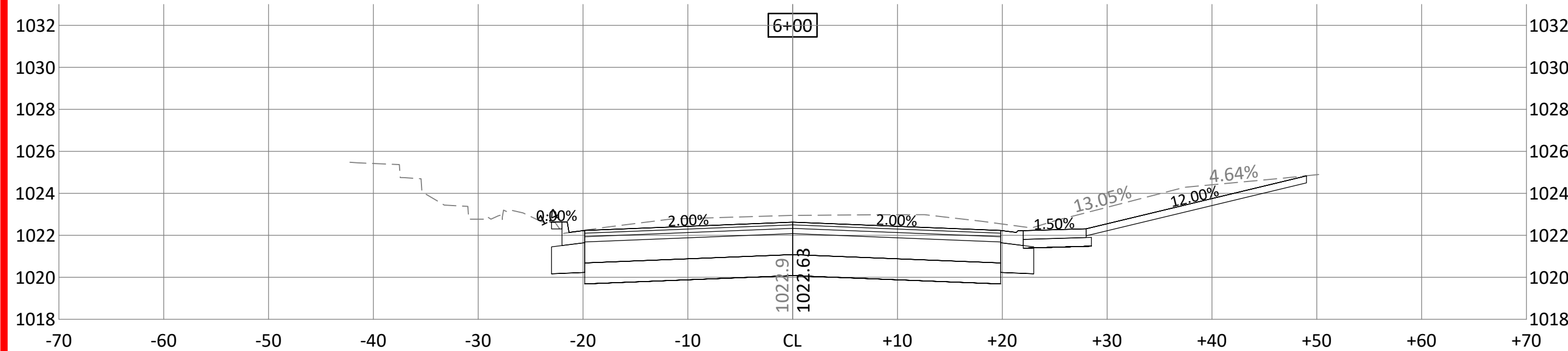
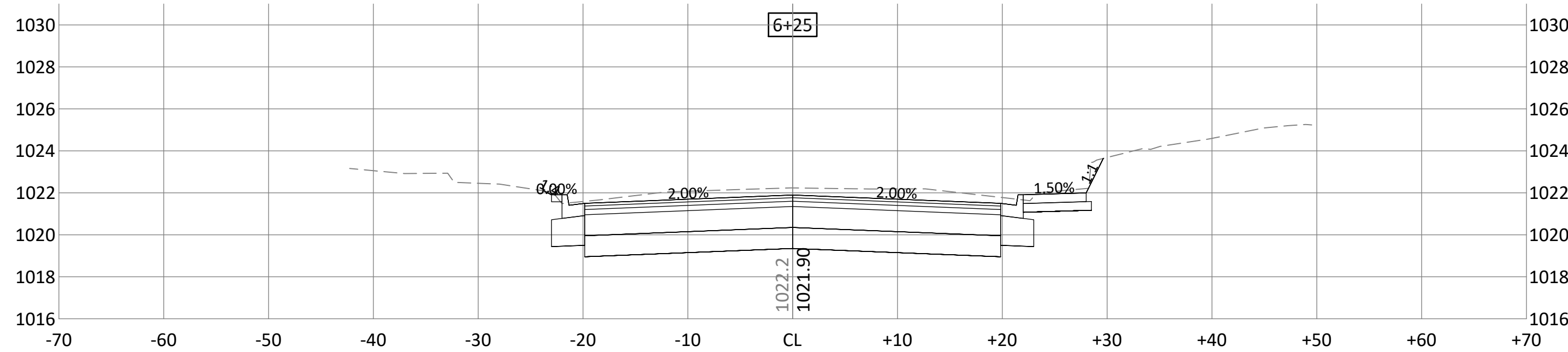
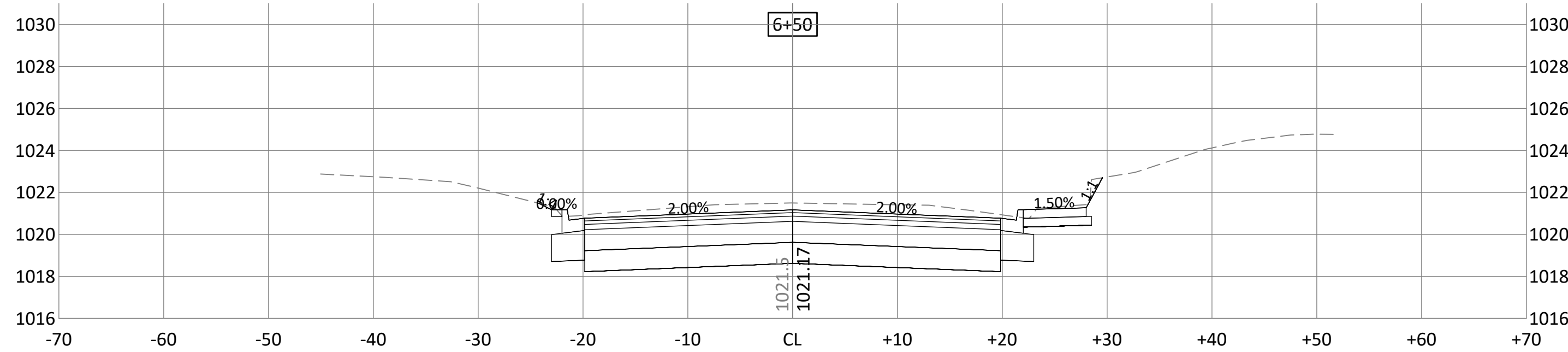
2638 SHADOW LANE, SUITE 200
CHASKA, MINNESOTA 55318
Phone: (952) 448-8838
Email: Chaska@bolton-menk.com
www.bolton-menk.com

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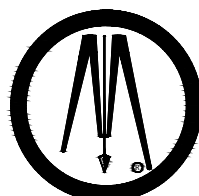
CITY OF WACONIA
2022 INFRASTRUCTURE IMPROVEMENTS
SECTION 2-3RD STREET & MAPLE STREET RECONSTRUCTION
STREET CONSTRUCTION PLAN & PROFILE

SHEET
2.21
77

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Ryan P. Johnson
RYAN P. JOHNSON
LIC. NO. 54278 DATE 03/01/2022



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CLIENT PROJ. NO.	0C1.124351			

CITY OF WACONIA
2022 INFRASTRUCTURE IMPROVEMENTS
SECTION 2-3RD STREET & MAPLE STREET RECONSTRUCTION
CROSS SECTIONS - S MAPLE ST

SHEET

2.45

November 2021 Conditions







REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		November 20, 2023					
Item Name:		Parking Items					
Originating Department:		Administration					
Presented by:		Shane Fineran					
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>							
Adopt Resolution #2023-250, Approving Parking Restrictions							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Municipal code section 631.01 permits the City Council to designate certain streets or portions of streets as no parking zones or may limit the hours in which restrictions apply. In its last work session the idea of signing Elm Street adjacent to the Post Office at 208 Elm Street S as time limited parking area. This could be signed as 15 minute parking zones to allow for in and out access directly to the post office. This would limit long term parking in this area of Elm Street effectively keeping this area available for more frequent transient use. If time limited parking is desired in this area it would be the recommendation of staff to coincide the time limits during typical business hours of the Post Office, freeing this area for longer term parking for the broader neighborhood. City staff has received a request from the HOA president for the Timberline Group, which is the office condos at the southwest corner of Oak Avenue and Highway 5. Access to this area is from Fireside Court. The request is to sign the east side of Fireside Court from Peitz Avenue to the northern entrance off of the cul-de-sac. The reason for the request is to create better sight lines at the ingress and egress points to the property and concerns with minor traffic crashes. Fireside Court is a 34' wide street and by zoning code parking is permitted on both sides of the street. Staff would support limited parking in this area as daytime snow removal operations in this area can be challenge.							
<u>Attachments:</u>							
1. 23-250_No_Parking_Elm_and_Fireside.doc 2. Post Office Time Limited Parking.pdf 3. Fireside Ct No Parking.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses: General Fund>Streets>Signage							
Budget Information:				Planning Commission			
_____ Budgeted				Parks and Recreation Board			
X _____ Non Budgeted				Safari Island Advisory Board			
_____ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2023-250**

**RESOLUTION AUTHORIZING APPROVING TIME LIMITED AND NO PARKING
RESTRICTIONS OF FIRESIDE COURT AND 200 BLOCK OF ELM STREET S**

WHEREAS, municipal code section 631.01 permits the City Council to designate certain streets or portions of streets as no parking zones or may limit the hours in which restrictions apply; and

WHEREAS, the City has determined that approximately 94 lineal feet on the west side of the 200 block of Elm Street South shall be designated as 15-minute parking zones during typical hours of operation for the adjacent business; and

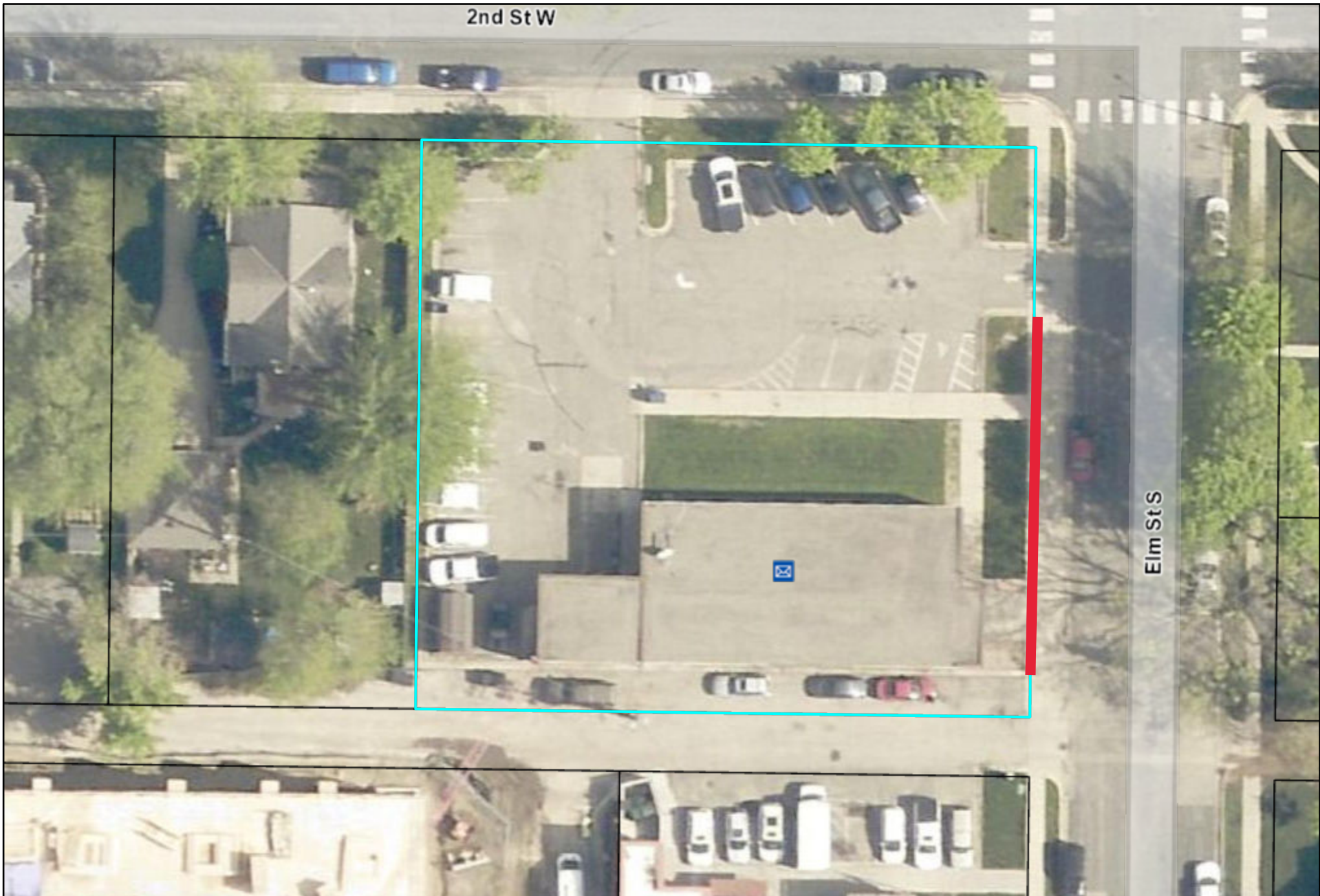
WHEREAS, the City has determined that the east side of Fireside Court from Peitz Avenue to the northern drive way to adjacent to Lot 2, Block 1 of the plat of Oak Plaza shall be designated as a no parking zone; and

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby approves the parking restrictions as described.

Adopted by the City Council of the City of Waconia this 20th day of November 2023.

Nicole Waldron, Mayor

Attest: _____
Jackie Schulze, City Clerk



2nd St W

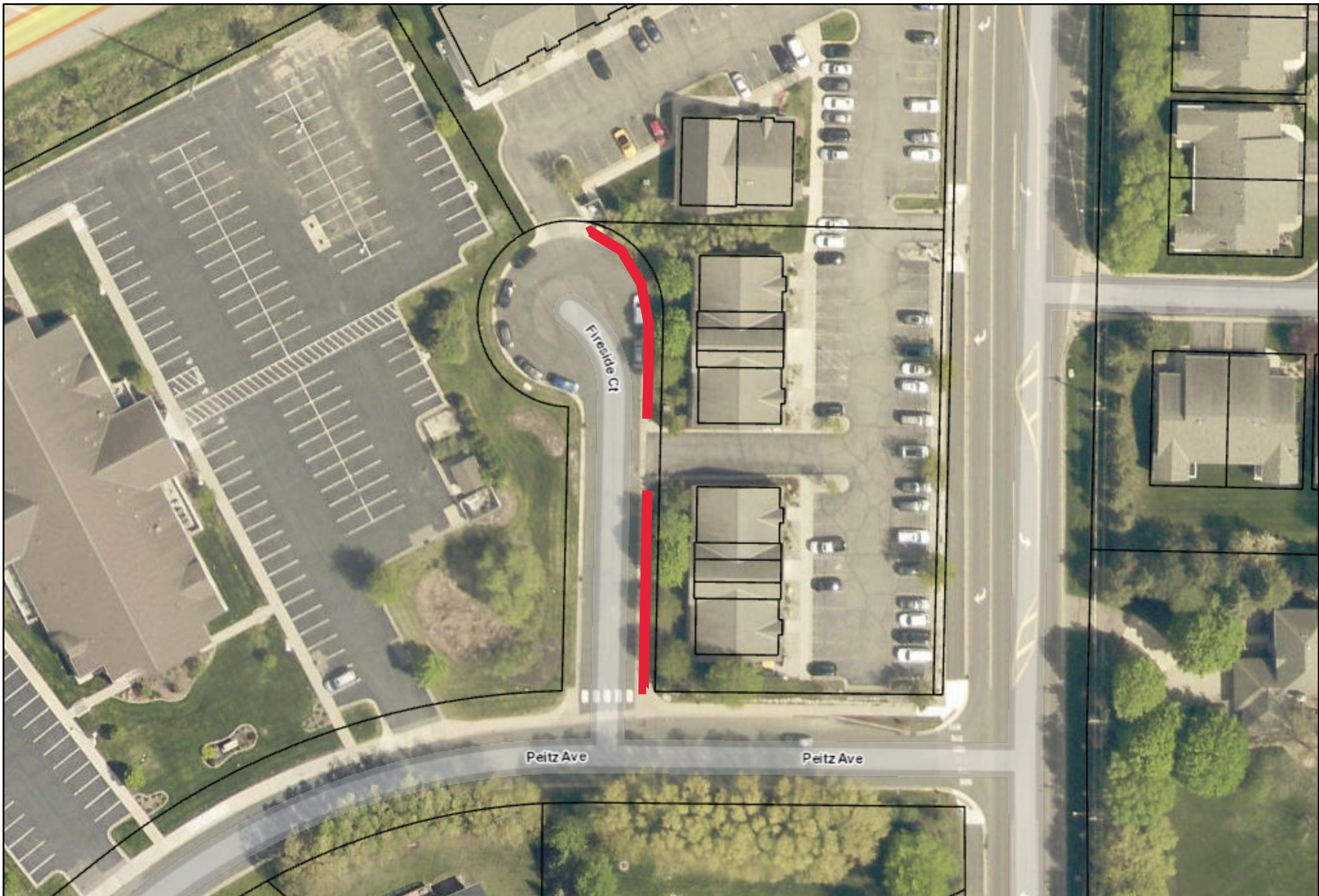
Elm St S

City of Waconia

201 Vine Street South, Waconia, MN 55387

Landscape_8x11

November 2023



City of Waconia

201 Vine Street South, Waconia, MN 55387

Landscape_8x11

November 2023