

WACONIA CITY COUNCIL  
MEETING AGENDA



MONDAY, NOVEMBER 7, 2016  
6:00 P.M.

**VISION STATEMENT**

Waconia is a free-standing growth center that is friendly, self-reliant and well managed.

**MISSION STATEMENT**

We are committed to providing an ideal mix of housing, commerce, health care, recreation, downtown vitality, natural resources, transportation planning, Inter-generational charm and life-long learning.

*MAYOR: JIM SANBORN*  
*COUNCILMEMBER, WARD I: LYNN AYERS*  
*COUNCILMEMBER, WARD I: MARC CARRIER*  
*COUNCILMEMBER, WARD II: CHARLES ERICKSON*  
*COUNCILMEMBER, WARD II: KENT BLOUDEK*

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**NOTE: AGENDA TIMES ARE APPROXIMATE AND SUBJECT TO CHANGE ACCORDING TO LENGTH OF DISCUSSION.**  
**TO ENSURE THAT YOU ARE PRESENT FOR ITEMS OF INTEREST, PLEASE BE PRESENT AT 6:00 P.M.**

**PAGE NO.**

6:00 P.M. 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) Authorize Payment of November 7, 2016 Expenditures .....1-3
- 2) Adopt a Motion to Approve Pay Estimate No. 2 to Ellingson Drainage .....4-7
- 3) Adopt a Motion to Approve Pay Request No. 4 to Shaw Construction.....8-9
- 4) Adopt a Motion to Approve Pay Estimate no. 2 to Minger Construction..... 10-13
- 5) Adopt a Motion to Approve Multiple Contractor Payment Requests for the Lion's Field Grandstand Project ..... 14-35
- 6) Adopt a Motion to Approve Pay Estimate No. 4 to GMH Asphalt.....36-43
- 7) Adopt Motion to Approve Request for Lodging Tax Reimbursement .....44
- 8) Adopt Resolution No. 2016-206, Approving Forgiveness of Remaining Principal Balance for Building Code Compliance Revolving Loan for BIG Athletics.....45-46

- 9) Adopt Resolution No. 2016-207, Approving Mutual Agreement for 2016-2017 Winter Towing Services provided by Colony Plaza of Waconia .....47-49
- 10) Adopt Resolution No. 2016-208, Accepting Donation of Cash for Construction of Community Garden Planter Box Water Feature at Brook Peterson Park.....50-51
- 11) Adopt Resolution No. 2016-209, Approving Modification to Interfund Loan from the Sanitary Sewer Fund to the Capital Project Fund for Clearwater Shores.....52-53
- 12) Adopt Resolution 2016-210, Approval of Property Transfers from Waterford Master Association to the City of Waconia.....54-59
- 13) Adopt Resolution No. 2016-211, Authorize Public Services Director to Sign Operations and Maintenance Agreement for In Towne Marina Sediment Reduction Project .....60-65
- 14) Adopt Resolution No. 2016-212, Authorize Public Services Director to Prepare Requests for Proposals .....66-67
- 15) Adopt Resolution No. 2016-213, Authorize Public Services Director to Authorize Revised Project Change Orders for Lions Field Grandstand .....68-92
- 16) Adopt Resolution No. 2016-219, Authorizing Disposal of Abandoned Vehicle .....93-94
- 17) Adopt Resolution No. 2016-221, Approving 2016 4<sup>th</sup> Quarter Budget Amendments.....95-98
- 18) Adopt Resolution No. 2016-222, Approving Surplus Equipment & Sale .....99-100

**9. COUNCIL BUSINESS**

- 1) Adopt Resolution No. 2016-214, Approve New 2016 Winter Maintenance Policy.....101-122
- 2) Adopt Resolution No. 2016-215, Approving the Sudheimer Retail Addition Preliminary and Final Plat Applications.....123-134
- 3) Adopt Resolution No. 2016-216, Approving the Site Plan and Design Review for the Proposed Retail Building, Multi-Tenant Building and Site Improvements for Lot 1, Block 1, .....135-150
- 4) Adopt Resolution No. 2016-217, Approving the site Plan and Design Review for the proposed Culver’s Restaurant and Site Improvements for Lot 2, Block 1 .....151-166
- 5) Adopt Resolution No. 2016-218, Approving the Site Plan and Design Review for the Proposed Holiday Station and Site Improvements for Lot 3, Block 1.....167-177
- 6) Adopt Resolution No. 2016-220, Approving Use Agreement with Waconia Baseball Association and ISD 110 .....178-204

**10. ITEMS REMOVED FROM CONSENT AGENDA**

**11. STAFF REPORTS**

**12. BOARD REPORTS**

- 1) Councilmember Erickson
- 2) Councilmember Bloudek
- 3) Councilmember Carrier
- 4) Councilmember Ayers
- 5) Mayor Sanborn

**13. ANNOUNCEMENTS**

**14. ADJOURN REGULAR MEETING**

.....OFFICE OF THE CITY ADMINISTRATOR  
Susan Arntz

**CALENDAR OF EVENTS/MEETINGS:**

November 7	Monday	6:00 p.m.	City Council
November 7	Monday	After CC Mtg	Work Session
November 8	Tuesday	7:00 a.m.-8:00 p.m.	General Election
November 10	Thursday	7:00 a.m.	City Council
<b>November 11</b>	<b>Friday</b>	<b>Veterans Day</b>	<b>City Offices Closed</b>
November 21	Monday	6:00 p.m.	City Council
November 21	Monday	After CC Mtg	Work Session: 2017 All Funds Budget Review

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

Nicole Lueck, Finance Director

11/2/2016  
Date

**CITY OF WACONIA  
Council List-Expenditures  
Meeting: November 07, 2016**

<b>Vendor Name</b>	<b>Description</b>	<b>Amount</b>	<b>Fund/Department</b>
A1 JANITORIAL SUPPLY	Sewer/Lift Station Cleaner	\$749.25	Sewer
ABM EQUIPMENT & SUPPLY	Sewer Televising Camera	\$6,050.45	Sewer
ADVANTAGE IRRIGATION	Irrigation Repair Supplies	\$206.40	Parks
ALLSTATE	Premiums 09/27/16	\$135.64	Personnel Liabilities
ALLSTATE	Premiums 10/25/16	\$135.64	Personnel Liabilities
AMERICAN ENGINEERING TESTING INC	BPP Grandstand Inspection Svc	\$11,389.10	PIR
AUTOMATIC SYSTEMS CO	Well 6/7 Transducer Repair	\$446.65	Water
AUTOMATIC SYSTEMS CO	Return - Submersible Cable	-\$1,178.15	Water
AUTOMATIC SYSTEMS CO	Submersible Transducer Repair	\$1,409.13	Water
AVTEX SOLUTIONS, LLC	Server Back-Up Fees 10/2016	\$600.00	Technology
BOLTON & MENK, INC	Sudheimer Homestead Addition	\$1,575.50	Administration
BOLTON & MENK, INC	Clearwater Shores Review	\$2,480.00	Clearwater Shores HIA
BOLTON & MENK, INC	Baseball Grandstand	\$400.00	PIR
BOLTON & MENK, INC	Community Dr/94th St	\$12,251.00	PIR
BOLTON & MENK, INC	School District #110 Expansion	\$22,080.50	PIR
BOLTON & MENK, INC	Stonegate Development	\$2,202.00	PIR
BOLTON & MENK, INC	Crossings Retail Development	\$2,938.00	PIR
BOLTON & MENK, INC	Crosswinds	\$1,170.00	PIR
BOLTON & MENK, INC	Crosswinds 2nd Addition	\$1,012.00	PIR
BOLTON & MENK, INC	BPP Grandstand Alta Survey	\$2,988.00	PIR
BOLTON & MENK, INC	Interlaken - Ryland Homes	\$234.00	PIR
BOLTON & MENK, INC	Interlaken Woods	\$3,623.00	PIR
BOLTON & MENK, INC	Met Council I & I Surcharge Program	\$925.00	Sewer
BOLTON & MENK, INC	Pheasant Ridge Lift Station	\$7,715.00	Sewer
BOLTON & MENK, INC	Miscellaneous Engineering	\$588.00	Split: Administration, Streets, Storm Water
BOLTON & MENK, INC	2015 Infrastructure Recon	\$1,092.00	Split: PIR, Water, Sewer, Storm Water
BOLTON & MENK, INC	2016 Infrastructure Recon	\$20,004.45	Split: PIR, Water, Sewer, Storm Water
BOLTON & MENK, INC	TH 5 Corridor Improvements	\$10,617.08	Split: PIR, Water, Sewer, Storm Water
BOLTON & MENK, INC	2018 Comp Plan Update	\$180.00	Split: Streets, Parks, Water, Sewer, Storm Water
BOLTON & MENK, INC	Sugarbush Park Pond	\$135.00	Storm Water
BOLTON & MENK, INC	TH 5 Stormwater Reuse	\$5,013.00	Storm Water
BOLTON & MENK, INC	Parkway N Bridge/Box Culvert	\$552.00	Storm Water
BOLTON & MENK, INC	MSA System Management	\$876.00	Streets
BOLTON & MENK, INC	PW Site Improvements	\$1,574.00	Streets
BOND TRUST SERVICES CORP	2009A Bond Admin Fee	\$450.00	Sewer
BOND TRUST SERVICES CORP	2009A GO Bond Interest	\$2,712.50	Sewer
BRYAN ROCK PRODUCTS, INC	BPP Grandstand Prj Materials	\$112.01	PIR
CARVER COUNTY TREASURER	Police Contract OT Qtr 03/2016	\$17,481.76	Law Enforcement
CARVER COUNTY TREASURER	Phone/Internet Service 10/2016	\$1,872.52	Split: Bill Back Receivable, Central Facilities, Safari Island, Water, Sewer, Storm Water, Ice Arena
CARVER COUNTY TREASURER	Fines/Prosecution Qtr 03/2016	\$6,249.28	Split: Law Enforcement, Administration
CARVER COUNTY TREASURER	Fiber Lateral Maintenance Fees	\$261.76	Technology
CENTERPOINT MINNEGASCO	Natural Gas Service 08/2016	\$767.63	Split: Central Facilities, Water, Sewer, Storm Water, Street Light, Ice Arena
CHOICE ELECTRIC	Hwy 5 Trail Lighting	\$28,346.14	PIR
CHOICE ELECTRIC	10th St Reuse Electrical	\$10,701.00	Storm Water
CITY OF BLOOMINGTON	Water Testing 09/2016	\$105.00	Water
CLEARWATER RECREATION	Parks Amenity Supplies	\$297.00	Parks
COVERALL OF THE TWIN CITIES	CH Cleaning 11/2016	\$882.00	Central Facilities
COVERALL OF THE TWIN CITIES	FS Cleaning 11/2016	\$165.00	Central Facilities
COVERALL OF THE TWIN CITIES	PW Cleaning 11/2016	\$621.00	Central Facilities
COVERALL OF THE TWIN CITIES	Library Cleaning 11/2016	\$454.00	Central Facilities
CREEKSIDE SOILS	Compost Disposal 10/6/16	\$460.00	Streets
CREEKSIDE SOILS	Compost Disposal 10/18/16	\$460.00	Streets
CREEKSIDE SOILS	Compost Disposal 10/25/16	\$460.00	Streets
CREEKSIDE SOILS	Compost Disposal 10/26/16	\$460.00	Streets
DON'S SOD SERVICE, LLC	Topsoil/Sod - Water Dig	\$267.00	Water
DOODLES LOCK & KEY	CH Door Lock/Key Maintenance	\$89.00	Central Facilities

**Council List-Expenditures  
Meeting: November 07, 2016**

<b>Vendor Name</b>	<b>Description</b>	<b>Amount</b>	<b>Fund/Department</b>
EFTPS	Federal Taxes - Fire Pay 09/16	\$1,443.91	Personnel Liabilities
EFTPS	Federal Taxes - Pay 20-2016	\$18,341.89	Personnel Liabilities
EFTPS	Federal Taxes - Pay 21-2016	\$17,984.64	Personnel Liabilities
EGAN COMPANY	Hwy 5 Ped Xing Button Install	\$601.48	PIR
EHLERS & ASSOCIATES, INC.	Grandstand Lease Advisor Fees	\$18,928.00	2016 Lease Agreement
FERGUSON WATERWORKS #2516	Meter Installs 8/27 - 9/23	\$22,657.84	Water
FLAGSHIP RECREATION	Hilks Lake Park Play Equipment	\$30,881.00	PIR
FLAGSHIP RECREATION	Hilks Lake Park Play Equipment Install	\$11,139.00	PIR
FLAGSHIP RECREATION	Hilks Lake Park Playground Area Mulch	\$4,899.00	PIR
FLEXIBLE PIPE TOOL COMPANY	Hose Repair	\$155.50	Sewer
GOPHER STATE ONE-CALL, INC.	Utility Locate Tickets 10/2016	\$379.35	Split: Water, Sewer
HAWKINS INC	WTP Chemicals	\$1,848.30	Water
HAWKINS INC	WTP Chemicals	\$6,276.03	Water
HEALTH PARTNERS	EAP Fees 10/2016	\$102.00	Administration
HEALTH PARTNERS	Medical/Dental Premium 11/2016	\$27,101.34	Personnel Liabilities
HOMETOWN BANK	Return Remaining Escrow Funds	\$906.50	PIR
JAMES, GREG & BRIA	Return Remaining Escrow Funds	\$1,221.59	PIR
KLEIN BANK	ER HSA Liability - Pay 20-2016	\$1,649.96	Personnel Liability
KLEIN BANK	ER HSA Liability - Pay 21-2016	\$1,649.96	Personnel Liabilities
KLEIN BANK	EE HSA Liability - Pay 20-2016	\$1,881.15	Personnel Liabilities
KLEIN BANK	EE HSA Liability - Pay 21-2016	\$1,881.15	Personnel Liabilities
LEAGUE OF MN CITIES INS TRUST	Work Comp Audit 15/16 - Final	\$17,482.00	Split: Administration, Finance, Technology, Planning, Fire, Streets, Parks, Safari Island, Water, Sewer, Storm Water, Street Light, Ice Arena
MARCO INC	Cisco Cloud Security Renewal	\$6,592.00	Technology
MARCO INC	IT Support - Firewall Upgrade	\$740.00	Technology
MARCO INC	CH Printer Lease 09/2016	\$593.64	Central Facilities
MEGER, NATALIE	Refund Remaining Escrow Funds	\$910.00	PIR
MET COUNCIL ENVIRON. - SAC	SAC Report 10/2016	\$34,442.10	Sewer
METRO WEST INSPECTION SERVICES, INC.	Building Inspections 09/2016	\$23,133.73	Building Inspections
MID-COUNTRY BANK	Transfer Operating Cash	\$240,000.00	Cash
MN BUILDING PERMIT TECHNICIANS ASSOCIATION	Permit Training - Stein	\$80.00	Planning
MN DEPT OF REVENUE	State Taxes - Fire Pay 09/16	\$76.49	Personnel Liabilities
MN DEPT OF REVENUE	Sales Tax Liability 09/2016	\$1,446.00	Sales Tax Liability
MN DEPT OF REVENUE	State Taxes - Pay 20-2016	\$3,065.23	Personnel Liabilities
MN DEPT OF REVENUE	State Taxes - Pay 21-2016	\$3,020.12	Personnel Liabilities
MN DEPT OF TRANSPORTATION	TH 5 Testing/Inspections	\$226.99	PIR
MN OFFICE OF THE STATE AUDITOR	OSA Training - Ortloff	\$130.00	Finance
MN POLLUTION CONTROL AGENCY	Certification Exam - Menth	\$55.00	Sewer
MN UI FUND	Unemployment Liability Q3/2016	\$2,652.00	Safari Island
MN VALLEY ELECTRIC COOP	Interlaken Crossing Lighting	\$20,700.00	PIR
MUELLER & SONS, INC.	Asphalt - Alley Paving	\$1,814.95	Streets
MUELLER & SONS, INC.	Asphalt - High Iron Streets	\$451.20	Streets
MUELLER & SONS, INC.	Asphalt - High Iron Streets	\$816.11	Streets
MUELLER & SONS, INC.	Asphalt - High Iron Streets	\$1,043.97	Streets
MUELLER & SONS, INC.	Asphalt - HLP Trail	\$3,041.18	PIR
MUELLER & SONS, INC.	Asphalt - Street Patching	\$341.78	Streets
MUELLER & SONS, INC.	Asphalt - WillowBr/Countryside	\$388.03	Split: Streets, Water
MUELLER & SONS, INC.	BPP Grandstand Prj Materials	\$189.80	PIR
MUELLER & SONS, INC.	BPP Grandstand Prj Materials	\$1,157.55	PIR
MUELLER & SONS, INC.	BPP Grandstand Prj Materials	\$794.14	PIR
MUELLER & SONS, INC.	BPP Grandstand Prj Materials	\$1,489.40	PIR
MUELLER & SONS, INC.	BPP Grandstand Prj Materials	\$356.05	PIR
MUELLER & SONS, INC.	BPP Grandstand Prj Materials	\$1,025.56	PIR
MUELLER & SONS, INC.	BPP Grandstand Prj Materials	\$193.53	PIR
MUELLER & SONS, INC.	BPP Grandstand Prj Materials	\$1,432.41	PIR
MUNICIPAL ASSET MANAGEMENT, INC.	SI Exercise Equip Lease 11/16	\$1,826.41	Safari Island
NATIONWIDE RETIREMENT SOLUTION	EE Retirement - Pay 20-2016	\$105.00	Personnel Liabilities
NATIONWIDE RETIREMENT SOLUTION	EE Retirement - Pay 21-2016	\$105.00	Personnel Liabilities
NATIONWIDE RETIREMENT SOLUTION	EE Retirement - Pay 20-2016	\$1,345.00	Personnel Liabilities
NATIONWIDE RETIREMENT SOLUTION	EE Retirement - Pay 21-2016	\$1,345.00	Personnel Liabilities
NCPERS GROUP LIFE INSURANCE	Premiums 11/2016	\$64.00	Personnel Liabilities
NORDIC MECHANICAL SERVICES	CH HVAC Repair	\$112.00	Central Facilities
NORDIC PROPERTIES LLC	Return Remaining Escrow Funds	\$1,116.70	PIR

**Council List-Expenditures  
Meeting: November 07, 2016**

<b>Vendor Name</b>	<b>Description</b>	<b>Amount</b>	<b>Fund/Department</b>
ODLAND PROTECTIVE COATINGS	Tower #2 Reconditioning	\$4,770.50	Water
PERA	EE/ER Retirement - Pay 20-2016	\$10,274.68	Personnel Liabilities
PERA	EE/ER Retirement - Pay 21-2016	\$10,274.68	Personnel Liabilities
RECREATION SERVICES, INC.	HLP Shade Structure Install	\$3,200.00	PIR
RINK MANAGEMENT SERVICES CORPORATION	IA AP/AR Reimbursement 08/2016	\$34,349.47	Ice Arena
RINK MANAGEMENT SERVICES CORPORATION	SI AP/AR Reimbursement 09/2016	\$44,411.68	Safari Island
ROYAL TIRE INC	#164 Repair Parts	\$129.98	Parks
ROYAL TIRE INC	#159 Repair Parts	\$119.20	Parks
ROYAL TIRE INC	Parks Trailer Repair Parts	\$168.86	Parks
ROYAL TIRE INC	Tool Cat Tires/Tire Weights	\$627.83	Split: Streets, Parks, Water, Sewer
ROYAL TIRE INC	#160 Repair Parts/Labor	\$1,027.52	Streets
ROYAL TIRE INC	Tire Scrap	\$14.00	Streets
ROYAL TIRE INC	#23 Old Casings Credit	-\$200.00	Streets
ROYAL TIRE INC	#37 Sipe Tires	\$141.24	Streets
ROYAL TIRE INC	Skid Trailer Repair Parts	\$301.30	Streets
SECURITY BANK WACONIA	Transfer Operating Cash	\$500,000.00	Cash
SIMPLEX GRINNELL	Refill Fire Extinguishers	\$290.00	Central Facilities
ST. CROIX RECREATON FUN PLAYGROUNDS INC.	Play Equipment Replacement Prt	\$131.00	Parks
USPS	UB Mailing 09/2016 - Corrected	\$1,111.10	Split: Water, Sewer
USPS	UB Mailing 10/2016	\$1,078.29	Split: Water, Sewer
VANCO SERVICES	SI Insurance Reimbursement Fees 09/2016	\$50.25	Safari Island
WELLS FARGO	CH/SI/PW Printer Lease 09/2016	\$447.66	Split: Central Facilities, Safari Island
WEST SIDE CARPET & UPHOLSTERY CLEANING	FS Carpet Cleaning/Scotchguard	\$565.00	Central Facilities
XCEL ENERGY	10525 10th St Electric 08/2016	\$11.78	Central Facilities
XCEL ENERGY	Electric Service 08/2016	\$35,337.83	Split: Public Safety, Central Facilities, Water, Sewer, Storm Water, Street Light, Ice Arena
ZIEGLER, INC.	Generator Inspections	\$11,690.00	Split: Central Facilities, Water, Sewer
		<u>\$11,690.00</u>	
		\$1,403,997.75	

The above bills have been approved for payment at the regular City Council Meeting on November 07, 2016  
Authorized and ordered for payment:

\_\_\_\_\_

Mayor

\_\_\_\_\_

City Administrator



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b>	November 07, 2016						
<b>Item Name:</b>	Contractor Pay Request #2 – TH 5 Water Reuse Mains Project 2A						
<b>Originating Department:</b>	Finance						
<b>Presented by:</b>	Nicole Lueck, Finance Director						
<b>Previous Council Action (if any):</b>							
<b>Item Type (X only one):</b>	<table border="1"> <tr> <td>Consent</td> <td>X</td> <td>Regular Session</td> <td></td> <td>Discussion Session</td> <td></td> </tr> </table>	Consent	X	Regular Session		Discussion Session	
Consent	X	Regular Session		Discussion Session			

***RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED (Include motion in proper format.)***

Motion to approve Pay Estimate No. 2 to Ellingson Drainage for the TH 5 Water Reuse Mains Project 2A

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

Staff has reviewed the contractor pay request for the TH 5 Water Reuse Mains Project 2A and recommends payment of \$54,879.14 based on the attached request for payment. This payment represents approximately 72.3% of the total approved contract for the project.

***FINANCIAL IMPLICATIONS:***

Funding Sources & Uses: Storm Water Fund

**Budget Information:**

Budgeted

Non Budgeted

Amendment Required

***ADVISORY BOARD RECOMMENDATIONS:***

Planning Commission  
 Parks and Recreation Board  
 Safari Island Advisory Board  
 Other



**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

October 27, 2016

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

**Re: TH 5 Water Reuse Mains Project 2A  
Payment Request No. 2**

To Ms. Lueck:

Enclosed please find Payment Request No. 2 for work completed from 9/24/2016 to 10/24/2016 on the above referenced project. The work completed includes water reuse infrastructure and erosion control items.

We have reviewed the estimate, verified the quantities, and recommend the City make payment in the amount of **\$54,879.14** to Ellingson Drainage. 100% of this requested payment is for work associated with the storm sewer system.

Please contact me if you have any questions regarding this payment request or this project.

Sincerely,

**Bolton & Menk, Inc.**

Jake Saulsbury, P.E.

Cc: Craig Eldred, Public Services Director  
Ken Adolf, Bolton & Menk

Contractor: ELLINGSON DRAINAGE  
 Name of Project: TH 5 WATER REUSE MAINS PROJECT 2A

Estimate Number: 2  
 Application Date: 10/25/2016  
 Pay Period: 9/24/2016 - 10/24/2016

% COMPLETED AFTER THIS ESTIMATE..... 72.3%

ORIGINAL CONTRACT AMOUNT ..... \$ 116,105.00

CHANGE ORDERS/EXTRA WORK:

No.	Description	Additions	Deductions
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -

TOTAL ADDITIONS..... \$ -  
 SUB TOTALS..... \$ 116,105.00  
 TOTAL DEDUCTIONS..... \$ -

CONTRACT AMOUNT TO DATE..... \$ 116,105.00

TOTAL COMPLETED TO DATE..... \$ 83,893.25  
 MATERIALS STORED..... \$ -  
 TOTAL COMPLETED AND STORED TO DATE..... \$ 83,893.25  
 LESS 2% RETAINAGE..... \$ 1,677.87  
 TOTAL EARNED LESS RETAINAGE..... \$ 82,215.39

LESS PREVIOUS PAYMENTS:

Est. No. <u>1</u>	Amount \$ <u>27,336.25</u>	Est. No. _____	Amount \$ _____
Est. No. _____	Amount \$ _____	Est. No. _____	Amount \$ _____
Est. No. _____	Amount \$ _____	Est. No. _____	Amount \$ _____
Est. No. _____	Amount \$ _____	Est. No. _____	Amount \$ _____
Est. No. _____	Amount \$ _____	Est. No. _____	Amount \$ _____
Est. No. _____	Amount \$ _____	Est. No. _____	Amount \$ _____

Total Previous Payments \$ 27,336.25

AMOUNT DUE THIS ESTIMATE..... \$ 54,879.14

Payment requested by:  
 ELLINGSON DRAINAGE  
 Contractor Representative

By: [Signature]  
 Date: 10/25/16

Approved and recommended for payment by:  
 Bolton & Menk, Inc.  
 Project Engineer

By: [Signature]  
 Date: 10/27/2016

Application Number: **2**

Application Date: 10/25/2016

Period to: 9/24/2016 - 10/24/2016

BMI Project Number: C12.109425

Item No.	Description of Work	Unit of Measure	A Original Plan Quantity	B Bid Price	C Contract Amount	D Current Pay Application		E Total Quantity to Date	Total Amount Completed (B x E)
						Quantity	Amount (B x D)		
1	MOBILIZATION	LS	1	\$7,200.00	\$7,200.00	0.5	\$3,600.00	1.0	\$7,200.00
2	TRAFFIC CONTROL	LS	1	\$830.00	\$830.00	0.5	\$415.00	1.0	\$830.00
3	POTHOLING FOR UTILITY VERIFICATION	HR	25	\$295.00	\$7,375.00	44.25	\$13,053.75	44.25	\$13,053.75
4	4" HDPE DR 11 WATER REUSE MAIN	LF	20	\$24.00	\$480.00	20	\$480.00	20	\$480.00
5	6" HDPE DR 11 WATER REUSE MAIN (DIRECTIONAL DRILL)	LF	2,750	\$19.75	\$54,312.50	1,550	\$30,612.50	2,750	\$54,312.50
6	2" BLOWOFF (PIPING ONLY)	EA	5	\$795.00	\$3,975.00	5	\$3,975.00	5	\$3,975.00
7	TRACER WIRE ACCESS BOX	EA	2	\$75.00	\$150.00	2	\$150.00	2	\$150.00
8	PRECAST CONCRETE HANDHOLE (DESIGN H W/ CASTING)	EA	3	\$2,575.00	\$7,725.00	3	\$7,725.00	3	\$7,725.00
9	4" GATE VALVE (NO BOX)	EA	2	\$855.00	\$1,710.00	2	\$1,710.00	2	\$1,710.00
10	6" GATE VALVE (NO BOX)	EA	8	\$1,725.00	\$13,800.00	8	\$13,800.00	8	\$13,800.00
11	PLASTIC ACCESS BOX	EA	6	\$330.00	\$1,980.00	6	\$1,980.00	6	\$1,980.00
12	CAST IRON GATE VALVE BOX	EA	6	\$450.00	\$2,700.00	6	\$2,700.00	6	\$2,700.00
13	CUT-IN 4" TEE	EA	1	\$2,400.00	\$2,400.00	1	\$2,400.00	1	\$2,400.00
14	3" BITUMINOUS TRAIL PATCH	SY	50	\$51.50	\$2,575.00	0	\$0.00	0	\$0.00
15	AGGREGATE SURFACING, CLASS 2 (CV)	CY	10	\$57.50	\$575.00	0	\$0.00	0	\$0.00
16	INLET PROTECTION	EA	5	\$178.00	\$890.00	0	\$0.00	5	\$890.00
17	STRAW MULCH BIOLOG	LF	800	\$1.70	\$1,360.00	760	\$1,292.00	860	\$1,462.00
18	HYDROMULCH W/ STATE SEED MIX 25-151	SY	350	\$3.80	\$1,330.00	0	\$0.00	0	\$0.00
19	EROSION CONTROL BLANKET CAT. 3N W/ STATE SEED MIX 25-151	SY	150	\$13.25	\$1,987.50	0	\$0.00	0	\$0.00
20	TOPSOIL BORROW (LV)	CY	100	\$27.50	\$2,750.00	0	\$0.00	0	\$0.00
TOTAL:					\$116,105.00		\$83,893.25		\$112,668.25



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b>	November 7, 2016						
<b>Item Name:</b>	Contractor Pay Request #4 – Lion’s Field Grandstand						
<b>Originating Department:</b>	Finance						
<b>Presented by:</b>	Nicole Lueck, Finance Director						
<b>Previous Council Action (if any):</b>							
<b>Item Type (X only one):</b>	<table border="1"> <tr> <td>Consent</td> <td>X</td> <td>Regular Session</td> <td></td> <td>Discussion Session</td> <td></td> </tr> </table>	Consent	X	Regular Session		Discussion Session	
Consent	X	Regular Session		Discussion Session			

***RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED (Include motion in proper format.)***

Motion to approve Pay Request No. 4 to Shaw Construction for the Lion’s Field Grandstand Construction Management Contract

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

Staff reviewed the contractor’s pay request for construction management of the Lion’s Field Grandstand project and recommends total payment of \$32,953.00. This payment represents approximately 68% of the total approved contract.

<b><i>FINANCIAL IMPLICATIONS:</i></b>	<b><i>ADVISORY BOARD RECOMMENDATIONS:</i></b>
Funding Sources & Uses: PIR Capital Project Fund	Planning Commission Parks and Recreation Board Safari Island Advisory Board Other
Budget Information:	
<input checked="" type="checkbox"/> Budgeted	
<input type="checkbox"/> Non Budgeted	
<input type="checkbox"/> Amendment Required	



October 31, 2016

City of Waconia  
Attn: Craig Eldred  
201 South Vine Street  
Waconia, MN 55387

Re: Lion's Field Grandstand

Job #1609

Dear Mr. Craig Eldred:

The following is a Partial Invoice for work completed as defined by the Contract Agreement between the City of Waconia and Shaw Construction, Inc., dated July 11, 2016, for the above referenced project.

**INVOICE NO. 1609-004**

Original Contract Amount:	\$ 119,236.00
Plus Change Orders:	<u>\$ 6,616.95</u>
Total Contractt to Date:	\$ 125,852.95
Less Balance to Complete:	<u>\$ (39,569.95)</u>
Completed to Date:	\$ 86,283.00
Less Previous Invoices:	<u>\$ 53,330.00</u>
<b>TOTAL AMOUNT DUE THIS INVOICE:</b>	<b><u>\$ 32,953.00</u></b>

Due November 15, 2016

Thank you.

1609

*General Contractors &  
Construction Services*

7685 Corporate Way  
Eden Prairie, MN 55344-2021

952-937-8214  
952-934-9433 Fax  
www.shawconstruct.com



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b>	November 07, 2016
<b>Item Name:</b>	Contractor Pay Request #2 – TH 5 Pump Station & Pheasant Ridge Lift Station
<b>Originating Department:</b>	Finance
<b>Presented by:</b>	Nicole Lueck, Finance Director

**Previous Council Action (if any):**

<b>Item Type (X only one):</b>	Consent	<input checked="" type="checkbox"/>	Regular Session	<input type="checkbox"/>	Discussion Session	<input type="checkbox"/>
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**RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED** (Include motion in proper format.)

Motion to Approve Pay Estimate No. 2 to Minger Construction - TH 5 Pump Station & Pheasant Ridge Lift Station

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

Staff has reviewed the contractor pay request for the Trunk Highway 5 Pump Station and Pheasant Ridge Lift Station and recommends payment of \$126,394.47 based on the attached request for payment. This payment represents approximately 100% of the total contract. The final pay request will come later this year after the restoration and punch list work is completed at the Pheasant Ridge Lift Station.

**FINANCIAL IMPLICATIONS:**  
Funding Sources & Uses: Storm Water Utility Fund

Budget Information:	
<input checked="" type="checkbox"/> Budgeted	
<input type="checkbox"/> Non Budgeted	
<input type="checkbox"/> Amendment Required	

**ADVISORY BOARD RECOMMENDATIONS:**

- Planning Commission
- Parks and Recreation Board
- Safari Island Advisory Board
- Other



Real People. Real Solutions.

2638 Shadow Lane  
Suite 200  
Chaska, MN 55318-1172

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

November 2, 2016

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

**Re: TH 5 Pump Station & Pheasant Ridge Lift Station  
Payment Request No. 2**

To Ms. Lueck:

Enclosed please find Payment Request No. 2 for work completed from 8/6/2016 to 10/26/2016 on the above referenced project. The work completed includes all items included in the Pheasant Ridge Lift Station portion of the project except restoration.

We have reviewed the estimate, verified the quantities, and recommend the City make payment in the amount of **\$126,394.47** to Minger Construction Companies, Inc. 100% of this requested payment is for work associated with the sanitary sewer system.

A third and final payment request will be processed later this year after the restoration and punch list work is complete. Please contact me if you have any questions regarding this payment request or this project.

Respectfully Submitted,  
**Bolton & Menk, Inc.**

Jake Saulsbury, P.E.

Cc: Craig Eldred, Public Services Director  
Ken Adolf, Bolton & Menk

Enclosure

Contractor: Minger Construction Companies, Inc. Estimate Number: 2  
 Name of Project: Pheasant Ridge Lift Station Improvements & TH 5 Water Reuse Application Date: 10/28/2016  
Pump Station Pay Period: 8/6/2016-10/26/2016

% COMPLETED AFTER THIS ESTIMATE..... 100.0%

ORIGINAL CONTRACT AMOUNT ..... \$ 208,390.90

CHANGE ORDERS/EXTRA WORK:

No.	Description	Additions	Deductions
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -

TOTAL ADDITIONS..... \$ -  
 SUB TOTALS..... \$ 208,390.90  
 TOTAL DEDUCTIONS..... \$ -

CONTRACT AMOUNT TO DATE..... \$ 208,390.90

TOTAL COMPLETED TO DATE..... \$ 208,382.72  
 MATERIALS STORED..... \$ -  
 TOTAL COMPLETED AND STORED TO DATE..... \$ 208,382.72  
 LESS 5% RETAINAGE..... \$ 10,419.14  
 TOTAL EARNED LESS RETAINAGE..... \$ 197,963.58

LESS PREVIOUS PAYMENTS:

Est. No. <u>1</u>	Amount \$ <u>71,569.11</u>	Est. No. _____	Amount \$ _____
Est. No. _____	Amount \$ _____	Est. No. _____	Amount \$ _____
Est. No. _____	Amount \$ _____	Est. No. _____	Amount \$ _____
Est. No. _____	Amount \$ _____	Est. No. _____	Amount \$ _____
Est. No. _____	Amount \$ _____	Est. No. _____	Amount \$ _____
Est. No. _____	Amount \$ _____	Est. No. _____	Amount \$ _____

Total Estimates \$ 71,569.11

AMOUNT DUE THIS ESTIMATE..... \$ 126,394.47

Payment requested by:  
 Minger Construction Companies, Inc.  
 Contractor Representative  
 By: [Signature]  
 Date: 11/2/16

Approved and recommended for payment by:  
 Bolton & Menk, Inc.  
 Project Engineer  
 By: [Signature] PE  
 Date: 11/2/2016

Contractor: Minger Construction Companies, Inc. Pheasant Ridge Lift Station Improvements & TH 5 Water Reuse Pump Station Application for Payment City of Waconia						Application Number: 2 Application Date: 10/28/16 Period to: 8/6/2016-10/26/2016 BMI Project Number: C12.109478			
Item No.	Description of Work	Original Plan Quantity	Unit of Measure	Bid Price	Original Contract Amount	Current Pay Application		Total Quantity to Date	Total Amount Completed to Date (B x E)
						Quantity this App.	Amount this App. (B x D)		
<b>PART A - PHEASANT RIDGE LIFT STATION</b>									
1	MOBILIZATION	1	LUMP SUM	\$4,700.00	\$4,700.00	1	\$4,700.00	1	\$4,700.00
2	TRAFFIC CONTROL	1	LUMP SUM	\$2,235.00	\$2,235.00	1	\$2,235.00	1	\$2,235.00
3	EROSION AND SEDIMENT CONTROL	1	LUMP SUM	\$1,450.00	\$1,450.00	1	\$1,450.00	1	\$1,450.00
4	REMOVE BITUMINOUS PAVEMENT	80	SY	\$11.70	\$936.00	80	\$936.00	80	\$936.00
5	CLEARING AND GRUBBING	1	LUMP SUM	\$1,400.00	\$1,400.00	1	\$1,400.00	1	\$1,400.00
6	REMOVE 6" DIP FORCEMAIN	61	LF	\$5.70	\$347.70	61	\$347.70	61	\$347.70
7	REMOVE WETWELL TOP SLAB	1	LUMP SUM	\$1,360.00	\$1,360.00	1	\$1,360.00	1	\$1,360.00
8	REMOVE VALVE MANHOLE TOP SLAB	1	LUMP SUM	\$1,360.00	\$1,360.00	1	\$1,360.00	1	\$1,360.00
9	REMOVE PLANTINGS AND ROCK MULCH	1	LUMP SUM	\$1,600.00	\$1,600.00	1	\$1,600.00	1	\$1,600.00
10	REMOVE CONCRETE CURB	30	LF	\$12.00	\$360.00	30	\$360.00	30	\$360.00
11	REMOVE EXISTING PUMPS AND PIPING IN WETWELL AND VALVE MANHOLE	1	LUMP SUM	\$3,775.00	\$3,775.00	1	\$3,775.00	1	\$3,775.00
12	SALVAGE CATCH BASIN CASTING	1	EA	\$85.00	\$85.00	1	\$85.00	1	\$85.00
13	TEMPORARY CONSTRUCTION FENCE	250	LF	\$1.75	\$437.50	250	\$437.50	250	\$437.50
14	8" PVC C900 DR 14 FORCEMAIN	25	LF	\$35.00	\$875.00	20	\$700.00	20	\$700.00
15	DUCTILE IRON FITTINGS	250	LBS	\$7.50	\$1,875.00	250	\$1,875.00	250	\$1,875.00
16	17 POUND ANODE	3	EA	\$220.00	\$660.00	3	\$660.00	3	\$660.00
17	8" GATE VALVE	1	EA	\$2,500.00	\$2,500.00	1	\$2,500.00	1	\$2,500.00
18	CUT-IN CONNECTION TO EXISTING FORCEMAIN	1	LUMP SUM	\$4,550.00	\$4,550.00	1	\$4,550.00	1	\$4,550.00
19	BYPASS PUMPING SYSTEM	1	LUMP SUM	\$16,300.00	\$16,300.00	1	\$16,300.00	1	\$16,300.00
20	WETWELL AND VALVE MANHOLE STRUCTURE MODIFICATIONS, PIPING AND VALVE CONSTRUCTION, AND PUMPING EQUIPMENT INSTALLATION	1	LUMP SUM	\$90,000.00	\$90,000.00	1	\$90,000.00	1	\$90,000.00
21	12" PVC SDR 26 STORM SEWER	20	LF	\$60.00	\$1,200.00	20	\$1,200.00	20	\$1,200.00
22	4" PERFORATED TP DRAIN PIPE WITH AGGREGATE	22	LF	\$45.00	\$990.00	22	\$990.00	22	\$990.00
23	4" TP DRAIN PIPE	15	LF	\$28.00	\$420.00	15	\$420.00	15	\$420.00
24	CONNECT TO EXISTING STORM SEWER STRUCTURE	1	EA	\$800.00	\$800.00	1	\$800.00	1	\$800.00
25	CONNECT DRAIN TILE TO STORM SEWER	2	EA	\$225.00	\$450.00	2	\$450.00	2	\$450.00
26	CATCH BASIN CASTING	1	EA	\$785.00	\$785.00	1	\$785.00	1	\$785.00
27	SITE GRADING	1	EA	\$3,200.00	\$3,200.00	1	\$3,200.00	1	\$3,200.00
28	6" CONCRETE PAD (W/ 6" AGGREGATE BASE CLASS 5)	74	SF	\$26.25	\$1,942.50	90	\$2,362.50	90	\$2,362.50
29	8" CONCRETE PAD (W/ 6" AGGREGATE BASE CLASS 5)	120	SF	\$28.20	\$3,384.00	102	\$2,876.40	102	\$2,876.40
30	BOLLARD GUARD POST	2	EA	\$1,000.00	\$2,000.00	0	\$0.00	0	\$0.00
31	3" TYPE 9.5 BITUMINOUS WEAR COURSE FOR DRIVEWAY	40	SY	\$31.30	\$1,252.00	47	\$1,471.10	47	\$1,471.10
32	1.5" TYPE 9.5 BITUMINOUS WEAR COURSE	50	SY	\$22.35	\$1,117.50	62	\$1,385.70	62	\$1,385.70
33	TYPE 12.5 BITUMINOUS NON-WEAR COURSE	26	TONS	\$135.00	\$3,510.00	13.64	\$1,841.40	13.64	\$1,841.40
34	SELECT GRANULAR BORROW (CV) (P)	10	CY	\$55.00	\$550.00	30	\$1,650.00	30	\$1,650.00
35	AGGREGATE BASE, CL. 5	55	TONS	\$44.00	\$2,420.00	45.32	\$1,994.08	45.32	\$1,994.08
36	MOUNTABLE CONCRETE CURB AND GUTTER	35	LF	\$45.00	\$1,575.00	37	\$1,665.00	37	\$1,665.00
37	TOPSOIL BORROW (LV)	40	CY	\$16.50	\$660.00	20	\$330.00	20	\$330.00
38	BIOLOG	75	LF	\$5.60	\$420.00	75	\$420.00	75	\$420.00
39	STORM DRAIN INLET PROTECTION	2	EA	\$115.00	\$230.00	2	\$230.00	2	\$230.00
40	HYDRAULIC HYDROMULCH W/ SEED (MIX 25-151) & TYPE 3 FERTILIZER	200	SY	\$5.60	\$1,120.00	0	\$0.00	0	\$0.00
EW #2	FORCEMAIN WET TAP	1	LS	\$2,200.00	\$0.00	1	\$2,200.00	1	\$2,200.00
EW #3	CHECK VALVE UPGRADE	1	LS	\$551.00	\$0.00	1	\$551.00	1	\$551.00
EW #4	TOP RISER MODIFICATION	1	LS	\$1,269.04	\$0.00	1	\$1,269.04	1	\$1,269.04
<b>PART B - TH 5 WATER REUSE PUMP STATION</b>									
1	MOBILIZATION	1	LUMP SUM	\$3,000.00	\$3,000.00	0	\$0.00	1	\$3,000.00
2	EROSION AND SEDIMENT CONTROL	1	LUMP SUM	\$450.00	\$450.00	0	\$0.00	1	\$450.00
3	SITE GRADING	1	LUMP SUM	\$1,450.00	\$1,450.00	0	\$0.00	1	\$1,450.00
4	RELOCATE EXISTING CATCH BASIN	1	LUMP SUM	\$1,700.00	\$1,700.00	0	\$0.00	1	\$1,700.00
5	6" HDPE C906, DR 11 PIPE	20	LF	\$30.00	\$600.00	0	\$0.00	16.5	\$495.00
6	INSTALL DOGLEG PIPE CONNECTION	1	LUMP SUM	\$7,500.00	\$7,500.00	0	\$0.00	1	\$7,500.00
7	4" PERFORATED TP DRAIN PIPE WITH AGGREGATE	34	LF	\$6.00	\$204.00	0	\$0.00	45	\$270.00
8	CONNECT DRAIN PIPE TO CATCH BASIN	2	EA	\$250.00	\$500.00	0	\$0.00	2	\$500.00
9	1.5" PVC SCH. 80 CONDUIT	50	LF	\$10.00	\$500.00	0	\$0.00	50	\$500.00
10	SELECT GRANULAR BORROW (CV) (P)	26	CY	\$55.00	\$1,430.00	0	\$0.00	26	\$1,430.00
11	AGGREGATE BASE, CL. 5	50	TON	\$44.00	\$2,200.00	0	\$0.00	75	\$3,300.00
12	3" TYPE 9.5 BITUMINOUS WEAR COURSE FOR DRIVEWAY	85	SY	\$31.30	\$2,660.50	0	\$0.00	127	\$3,975.10
13	8" CONCRETE PAD (W/ 6" AGGREGATE BASE CLASS 5)	239	SF	\$28.00	\$6,692.00	0	\$0.00	239	\$6,692.00
14	INSTALL PUMPING EQUIPMENT AND CONTROLS ENCLOSURE SKID	1	LUMP SUM	\$6,000.00	\$6,000.00	0	\$0.00	1	\$6,000.00
15	INSTALL CHLORINE FEED EQUIPMENT	1	LUMP SUM	\$4,000.00	\$4,000.00	0	\$0.00	1	\$4,000.00
16	PIPING TO COMPLETE EQUIPMENT INSTALLATION	1	ALLOWANCE	\$1,500.00	\$1,500.00	0	\$0.00	1	\$1,500.00
17	STORM DRAIN INLET PROTECTION	2	EA	\$115.00	\$230.00	0	\$0.00	2	\$230.00
18	TOPSOIL BORROW (LV)	36	CY	\$16.50	\$594.00	0	\$0.00	0	\$0.00
19	BIOLOG	50	LF	\$5.60	\$280.00	0	\$0.00	0	\$0.00
20	HYDRAULIC HYDROMULCH W/ SEED (MIX 25-151) & TYPE 3 FERTILIZER	250	SY	\$5.60	\$1,400.00	0	\$0.00	0	\$0.00
EW #1	BUILDING MODIFICATION	1	LS	\$668.20	\$668.20	0	\$0.00	1	\$668.20
<b>PROJECT TOTAL</b>					<b>\$208,390.90</b>		<b>\$164,722.42</b>		<b>\$208,382.72</b>



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b>	November 07, 2016
<b>Item Name:</b>	Contractor Pay Requests – Lion’s Field Grandstand
<b>Originating Department:</b>	Finance
<b>Presented by:</b>	Nicole Lueck, Finance Director

**Previous Council Action (if any):**

<b>Item Type (X only one):</b>	Consent	<input checked="" type="checkbox"/>	Regular Session	<input type="checkbox"/>	Discussion Session	<input type="checkbox"/>
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***RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED (Include motion in proper format.)***

Motion to Approve Multiple Contractor Payment Requests for the Lion’s Field Grandstand Project

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

Staff has reviewed the contractor pay requests for the Lion’s Field Grandstand project provided by the City’s construction management company, Shaw Construction. The contractors requesting payment are as follows:

- Choice Electric - \$15,010.00
- Commercial Door Systems, Inc. - \$7,806.16
- D G Welding & Mfg., Inc. - \$8,588.00
- Landwehr - \$4,412.94
- Schneider Excavating - \$94,755.85
- Ultra Concrete - \$88,540.00
- Victoria Plumbing - \$7,125.00
- Wachholz Masonry, Inc. - \$52,250.00

The total amount of contractor payments for this request is \$278,487.95. Retainage remains due for each contractor until the project is complete and upon review of liquidated damages.

<b><i>FINANCIAL IMPLICATIONS:</i></b>	<b><i>ADVISORY BOARD RECOMMENDATIONS:</i></b>
Funding Sources & Uses: PIR Fund	Planning Commission Parks and Recreation Board Safari Island Advisory Board Other
Budget Information:	
<input checked="" type="checkbox"/> Budgeted	
<input type="checkbox"/> Non Budgeted	
<input type="checkbox"/> Amendment Required	



October 31, 2016

City of Waconia  
Attn: Mr. Craig Eldred, Public Services Director  
310 10<sup>th</sup> Street East  
Waconia, MN 55387

Re: Lion's Field Grand Stand – Subcontracts

Job # 1609

Dear Mr. Eldred:

Enclosed is the "Subcontractor Draw Summary" through October 31, 2016. Please cut checks to the Subcontractors listed for the approved amounts in Column M, also see attached invoices from respective subcontractors with approved amount to pay.

We have also enclosed a Subcontract from Hansen's Custom Countertop Services, that requires your signatures. Please sign all copies, retain (1) copy for your files, mail (1) copy to respective subcontractor and return (1) copy to Shaw Construction, Inc.

Please let me know if you have any questions.

Thank you,

A handwritten signature in black ink, appearing to read "Earl Gebauer".

Earl Gebauer  
Vice President of Construction

*General Contractors &  
Construction Services*

7685 Corporate Way  
Eden Prairie, MN 55344-2021  
952-937-8214  
952-934-9433 Fax  
www.shawconstruct.com

**SUBCONTRACTOR DRAW SUMMARY**

PROJECT: **LION'S PARK GRAND STAND**

Page 2 of 2 Pages

DATE: **OCTOBER 31, 2016**

APPLICATION NO: 2

PERIOD TO: **October 31, 2016**

A	B	C	D	E	F	H	I	J	K	L	M
ITEM	DESCRIPTION OF WORK	SUBCONTRACTOR	SCHEDULED	CO#1	TOTAL	WORK	WORK	TOTAL	BALANCE	RETAINAGE	CHECKS TO
			VALUE		VALUE	COMPLETED	COMPLETED	COMPLETED	TO	5%	5%
				10-20-16	TO DATE	PREVIOUS	THIS PERIOD	TO DATE	FINISH	(J * 5%)	(I - 5%)
					TO DATE	APPLICATION		(H + I)	(F - J)		
1050	ARCHITECTURAL/STRUCTURAL SUBMITTAL RE	Jaunich/Duffy	5,000		5,000	0	0	0	5,000	0	0.00
1061	SAC (Trunk Fees by City)	City	59,000		59,000	0	0	0	59,000	0	0.00
1400	TESTING - SOILS, CONCRETE, STEEL	AET via City	8,000		8,000	0	0	0	8,000	0	0.00
1509	WINTER CONDITIONS - Heated Concrete		10,000		10,000	0	0	0	10,000	0	0.00
2010	DEMOLITION - Bldg, Fencing	City	0		0	0	0	0	0	0	0.00
2200	EARTHWORK/UTILITIES (material City supplied)	Schneider Excavating *	97,742	29,450.00	127,192	0	99,743	99,743	27,449	4,987	94,755.85
2500	BITUMINOUS PAVING/STRIPING/SIGNS	City	0		0	0	0	0	0	0	0.00
2502	CONCRETE CURB/GUTTER/SIDEWALK REPL/DC	Ultra (Include in Concrete)	0		0	0	0	0	0	0	0.00
2600	OUTSIDE UTILITIES - purchased by City	Schneider Exc (install only)	13,900		13,900	0	0	0	13,900	0	0.00
2800	CHAIN LINK FENCE/GATES	Boundary Fence	14,460		14,460	0	0	0	14,460	0	0.00
2900	LANDSCAPING - Erosion Control, Seeding, Mulch	City	8,000		8,000	0	0	0	8,000	0	0.00
2900	RETAINING WALL - Modular Block	Kahnke Bros.	7,200		7,200	0	0	0	7,200	0	0.00
3040	CONCRETE	Ultra *	210,000	9,405.00	219,405	80,000	93,200	173,200	46,205	8,660	88,540.00
3040	CONCRETE SEALER	ACS	7,276		7,276	0	0	0	7,276	0	0.00
3040	MASONRY	Wachholz *	160,920		160,920	65,188	55,000	120,188	40,732	6,009	52,250.00
3400	MASONRY WALL TEMP SUPPORT	Landwehr	0		0	0	4,645	4,645	-4,645	232	4,412.94
5001	STR. STEEL FABR. & ERECT. (Galvanized)	DG Welding #	115,000	8,625.00	123,625	59,360	9,040	68,400	55,225	3,420	8,588.00
5001	ALT. - METAL FAB HANDRAILS - CORE/INSTALL	DG Welding #	33,400		33,400	0	0	0	33,400	0	0.00
6001	ROUGH & FINISH CARPENTRY	S.J. Reus Construction	14,044		14,044	0	0	0	14,044	0	0.00
6050	LUMBER & TRUSSES (Material Only)	Lyman Lumber	16,139		16,139	0	0	0	16,139	0	0.00
6250	SOLID SURF. COUNTERS - CAMBRIA	Hanson	14,870	2,360.00	17,230	0	0	0	17,230	0	0.00
7001	TERMAL MOISTURE PROTECTION - INSULATION		3,000		3,000	0	0	0	3,000	0	0.00
7400	PREFORMED METAL ROOF/CLG/SOFFIT/FASCIA	Ebert *	87,000	(762.00)	86,238	0	0	0	86,238	0	0.00
7400	SIDING/GABLE VENTS	Ebert *	12,000		12,000	0	0	0	12,000	0	0.00
7900	JOINT SEALERS - Materials Only, City install Sprin	City	10,000		10,000	0	0	0	10,000	0	0.00
8001	DOORS/HARDWARE	Commercial Door Systems	12,780	(2,662.72)	10,117	2,284	8,217	10,501	-384	525	7,806.16
8001	DOORS/HARDWARE - Door Intake Louvers	Commercial Door Systems	500		500	0	0	0	500	0	0.00
8350	SPECIAL DOORS - (3) Roll Up Doors	TCGD	5,800	6,768.00	12,568	0	0	0	12,568	0	0.00
9900	PAINT/EPOXY/DEAL CMU - Material Allowance	City	5,000		5,000	0	0	0	5,000	0	0.00
10100	NETTING	Sports Technology	13,327		13,327	0	0	0	13,327	0	0.00
10100	ADD SUPPORT EYELETS	Sports Technology	4,000		4,000	0	0	0	4,000	0	0.00
10100	BACKSTOP PADDING	City	5,000		5,000	0	0	0	5,000	0	0.00
10100	BLEACHERS/INSTALL SEATS	Seating & Athletic Facility	35,338	8,153.00	43,491	0	0	0	43,491	0	0.00
10800	TOILET PARTITIONS/ACCESSORIES-Material On	Construction Supply, Inc.	2,648	168.87	2,817	0	0	0	2,817	0	0.00
15300	FIRE PROTECTION		0		0	0	0	0	0	0	0.00
15400	PLUMBING	Victoria Plumbing	15,653	4,664.40	20,317	0	7,500	7,500	12,817	375	7,125.00
15500	HVAC	Wenzel HVAC	2,900		2,900	0	0	0	2,900	0	0.00
16001	ELECTRICAL/FIRE ALARM	Choice Electric	30,000		30,000	0	15,800	15,800	14,200	790	15,010.00
	<b>TOTAL</b>		<b>1,039,897</b>	<b>66,669.55</b>	<b>1,106,067</b>	<b>206,832</b>	<b>293,145</b>	<b>499,977</b>	<b>606,089</b>	<b>24,999</b>	<b>278,487.95</b>

Nov 1.



3080 4th Ave E  
Shakopee, MN 55379

Phone # 952-445-2625  
Fax # 952-403-9220

# INVOICE

DATE	INVOICE NO.
10/25/2016	13558

<b>BILL TO</b>
City of Waconia 201 South Vine St Waconia, MN 55387

<b>JOB LOCATION</b>
Brooke Peterson Park City of Waconia

JOB/P.O. NO.	TERMS	PROJECT
16-1020		

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Bid	First draw request for electrical labor and materials to date at Brooke Peterson Park Grandstand.  <div style="text-align: center;"> <p>Job # _____</p> <p>Sub # <u>11609</u></p> <p>Commit # _____</p> <p>Dist Code _____</p> <p>Dist Ent'd _____</p> <p>Info Ent'd _____</p> <p>APPROVED TO PAY:</p> <p><u>11609</u></p> <p>To Pay <u>15,010</u></p> <p><u>ENG</u></p> <p>○ <u>FW</u></p> </div>		15,800.00	15,800.00
Thank you for your business.			<b>Total</b>	\$15,800.00

5% Ret.

Nov 1



**COMMERCIAL  
DOOR  
SYSTEMS, INC.**

7670 Commerce St., P.O. Box 277 • Corcoran, MN 55340  
(763) 494-9533 Fax (763) 420-3937

\*\*\*\* INVOICE \*\*\*\*

Invoice Number: 0123311-IN  
Invoice Date: 10/14/2016  
Order Number: 0064643  
Order Date: 9/12/2016  
Salesperson: CCC

**Sold To:**

CITY OF WACONIA  
201 SOUTH VINE STREET  
WACONIA, MN 55387

**Ship To:**

CITY OF WACONIA  
WACONIA BASEBALL GRANDSTAND  
1200 OAK AVENUE  
WACONIA, MN 55387

**Confirm To:**

STEVE JONES 612-718-1237

Customer P.O.	Ship Via	Terms			
1609	CDS/WOG	NET 30			
Ordered	Shipped	BackOrdered	Description		
1.00	1.00	0.00	ENVOY INS GLV 3070 18 G DR-TRT MK: CONCESSIONS	187.65	187.65
1.00	1.00	0.00	ENVOY INS GLV 3070 18 G DR-PRI	203.85	203.85
1.00	1.00	0.00	CYLINDRICAL DEADBOLT PREP TOP OF DOOR TO CENTERLINE OF DEADBOLT PREP IS 35-7/8"	51.30	51.30
1.00	1.00	0.00	ENVOY INS GLV 3070 18 G DR-EPO	187.65	187.65
2.00	2.00	0.00	FLUSHBOLT PREP	51.30	102.60
1.00	1.00	0.00	C7591 70 RH 478 STK/FB PREPS	85.52	85.52
1.00	1.00	0.00	INSTALL ASTRAGAL	25.65	25.65
1.00	1.00	0.00	336Q 4 7/8" STK FILLER	2.01	2.01
1.00	1.00	0.00	DEADBOLT STRIKE PREP MK: STORAGE, STORAGE	25.65	25.65
1.00	1.00	0.00	ENVOY INS GLV 3070 18 G DR-PRI	203.85	203.85
1.00	1.00	0.00	CYLINDRICAL DEADBOLT PREP TOP OF DOOR TO CENTERLINE OF DEADBOLT PREP IS 35-7/8" MK: PRESSBOX	51.30	51.30
2.00	2.00	0.00	ENVOY INS GLV 3070 18 G DR-PRI	203.85	407.70
2.00	2.00	0.00	CUT AND INSTALL LITE/LOUVER SEE DRAWING FOR LOUVER 12" BOTTOM RAIL	51.30	102.60
2.00	2.00	0.00	AIR LOUVER 800A1 24" X 18" LOUVER MK: MENS, WOMENS	75.60	151.20
2.00	2.00	0.00	ENVOY INS GLV 3070 18 G DR-PRI MK: MENS, WOMENS	203.85	407.70
2.00	2.00	0.00	BLANK 3070 18 G ENVOY DOOR BLANK 3070 18 G ENVOY DOOR	216.00	432.00

3073  
1609  
APPROVED TO PAY:  
Job # 1609  
Amount to Pay 7,806.26  
ENB  
FLW

Continued



**COMMERCIAL  
DOOR  
SYSTEMS, INC.**

7670 Commerce St., P.O. Box 277 • Corcoran, MN 55340  
(763) 494-9533 Fax (763) 420-3937

\*\*\*\* INVOICE \*\*\*\*

Page: 2

Invoice Number: 0123311-IN

Invoice Date: 10/14/2016

Order Number: 0064643

Order Date: 9/12/2016

Salesperson: CCC

**Sold To:**

CITY OF WACONIA  
201 SOUTH VINE STREET  
WACONIA, MN 55387

**Ship To:**

CITY OF WACONIA  
WACONIA BASEBALL GRANDSTAND  
1200 OAK AVENUE  
WACONIA, MN 55387

**Confirm To:**

STEVE JONES 612-718-1237

Customer P.O.		Ship Via		Terms	
1609		CDS/WOG		NET 30	
Ordered	Shipped	BackOrdered	Description		
2.00	2.00	0.00	UNDERCUT DOOR PER DRAWING	68.85	137.70
4.00	4.00	0.00	CYLINDRICAL DEADBOLT PREP SCHLAGE B581 THUMBTURN - PER TEMPLATE MARK BOTH AS: CONCESSION SERVING WINDOW DOORS	51.30	205.20
24.00	24.00	0.00	BB81 4.5 X 4.5 652 26D NRP MK: STORAGE, STORAGE, PRESSBOX, CONCESSIONS, MENS, MENS, WOMENS, WOMENS	5.27	126.48
2.00	2.00	0.00	SCHLAGE B660 DEADBOLT 626 MK: STORAGE, PRESSBOX	102.60	205.20
1.00	1.00	0.00	SCHLAGE AL80 SAT STOREROOM 626 C-123	153.90	153.90
1.00	1.00	0.00	HES 1006 ELEC STK 630	340.92	340.92
1.00	1.00	0.00	HES 1006J FACE PLATE 630 MK: CONCESSIONS	23.02	23.02
7.00	7.00	0.00	535B US32D PULL	32.49	227.43
7.00	7.00	0.00	200H 6" X 16" US32D PUSH PLAT MK: STORAGE, STORAGE, PRESSBOX, MENS, MENS, WOMENS, WOMENS	13.37	93.59
6.00	6.00	0.00	KP 10" X 34" US32D KICKPLATE MK: PRESSBOX, CONCESSIONS, MENS, MENS, WOMENS, WOMENS	25.11	150.66
8.00	8.00	0.00	232W US32D CONVEX WALL STOP MK: ALL	3.66	29.28
4.00	4.00	0.00	5100 MLT ADJ 1-6 AL B/F CLOSER MK: MENS, MENS, WOMENS, WOMENS	124.20	496.80
1.00	1.00	0.00	280X US26D DUST PROOF STRIKE	9.88	9.88

Continued



**COMMERCIAL  
DOOR  
SYSTEMS, INC.**

7670 Commerce St., P.O. Box 277 • Corcoran, MN 55340  
(763) 494-9533 Fax (763) 420-3937

\*\*\*\* INVOICE \*\*\*\*

Page: 3

**Invoice Number:** 0123311-IN  
**Invoice Date:** 10/14/2016  
**Order Number:** 0064643  
**Order Date:** 9/12/2016  
**Salesperson:** CCC

**Sold To:**

CITY OF WACONIA  
201 SOUTH VINE STREET  
WACONIA, MN 55387

**Ship To:**

CITY OF WACONIA  
WACONIA BASEBALL GRANDSTAND  
1200 OAK AVENUE  
WACONIA, MN 55387

**Confirm To:**

STEVE JONES 612-718-1237

Customer P.O.	Ship Via		Terms		
1609	CDS/WOG		NET 30		
Ordered	Shipped	BackOrdered	Description		
2.00	2.00	0.00	282D US26D MANUAL FLUSH BOLT MK: STORAGE	11.27	22.54
1.00	1.00	0.00	341D X US2C LATCH GUARD MK: STORAGE	11.14	11.14
4.00	4.00	0.00	SCHLAGE M450 MAGNETIC LOCK 24V 628	395.55	1,582.20
4.00	4.00	0.00	SCHLAGE TJ450 TOP JAMB BRACKET MK: MENS, MENS, WOMENS, WOMENS	106.65	426.60
1.00	1.00	0.00	S425A 72" THRESHOLD	36.13	36.13
2.00	2.00	0.00	323A 36" SWEEP	7.84	15.68
1.00	1.00	0.00	815A (1)72" X (2)84" WEATHER	27.85	27.85
1.00	1.00	0.00	R201A 76" RAIN DRIP MK: STORAGE	17.42	17.42
6.00	6.00	0.00	S425A 36" THRESHOLD	18.25	109.50
6.00	6.00	0.00	323A 36" SWEEP	7.84	47.04
6.00	6.00	0.00	815A (1)36" X (2)84" WEATHER MK: CONCESSIONS, PRESSBOX, MENS, MENS, WOMENS, WOMENS	23.73	142.38
2.00	2.00	0.00	SL57-HD-83 ALUM GEAR HINGE	133.31	266.62
4.00	4.00	0.00	232W US32D CONVEX WALL STOP	3.66	14.64
4.00	4.00	0.00	SCHLAGE B581 TURNBOLT 626 MARK ALL GOODS AS: CONCESSION SERVING WINDOW DOORS	35.10	140.40

Net Invoice: 7,688.43

Freight: 0.00  
Sales Tax: 528.58

Invoice Balance: 8,217.01

*Sublet.  
7,306.16*

Nov 1

D G Welding & Mfg., Inc.  
3265 Sun Drive  
Eagan, MN 55121  
Phone # 651-688-2358  
Fax # 651-688-2466

# INVOICE

DATE	INVOICE #
10/25/2016	16-3034 B

<b>CUSTOMER</b> City of Waconia 201 S. Vine St. Waconia, MN 55387.
---

<b>P.O. NO.</b>	<b>TERMS</b>	<b>FOB</b>	<b>PROJECT</b>
Earl	Net 30	On Site	Lions Field Grandstand

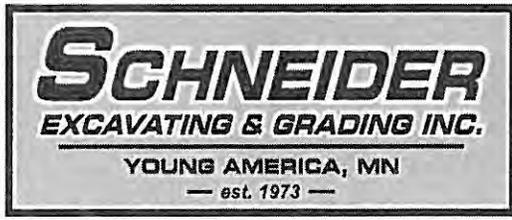
DESCRIPTION	AMOUNT
Project: Lions Field Grandstand Supply & Install Structural Steel Framing As Per Contract	
\$ 53,700.00 Original Contract Amount	
94,700.00 Add For Change Order #1	
<hr/>	
\$ 148,400.00 Revised Project Amount To Date	
<59,360.00> Less Previous Billing	
<hr/>	
\$ 89,040.00	
<9,040.00> September Progress Billing	9,040.00
<hr/>	
\$ 80,000.00 Balance Of Project	

Order # \_\_\_\_\_  
 No. 1609  
 Item # \_\_\_\_\_  
 Code \_\_\_\_\_  
 Bill \_\_\_\_\_  
 Child \_\_\_\_\_  
 DUE TO PAY:  
1609  
 8,588.  
 ENG

Thank You For Your Business!	<b>TOTAL</b> \$9,040.00
------------------------------	-------------------------

~~5888~~  
8588

Nov 1



**Invoice**  
Date 10/11/2016  
Invoice # SE1190

Bill To  
City of Waconia  
201 South Vine  
Waconia, MN 55387

Date	Product/Service	Description/Mach. ID	Machine Hrs.	Rate	Amount
09/01/2016	Lions Field Grand Stand Project	TOTAL CONTRACT PRICE \$95,724.00			
09/01/2016	Lions Field Grand Stand Project	PAY ESTIMATE #1 = 75% COMPLETE	1	71,793.00	71,793.00
09/01/2016	Lions Field Grand Stand Project	TOTAL FOR EXTRA WORK - \$27,950.00			
THANK YOU FOR YOUR BUSINESS!!!!				Total	\$71,793.00

APPROVED TO PAY:  
1609  
68,203<sup>35</sup>  
END  
FLW

Monthly Finance Chg 2%  
Annual Finance Chg 18%

SOBlet  
68,203<sup>35</sup>

Please remit to: PO Box 814. Young America. MN 55397



Date 10/12/2016  
 Invoice # SE1198

Bill To  
 City of Waconia  
 201 South Vine  
 Waconia, MN 55387

Date	Product/Service	Description/Mach. ID	Machine Hrs.	Rate	Amount
09/01/2016	Lions Field Grand Stand Project	Lions Field Grand Stand Project - EXTRA WORK			
10/06/2016	Extra Work	Remove 5" of sand from patio areas and sidewalk areas, replace with 5" of conbit			
10/06/2016	Extra Work	289D skid loader	8	125.00	1,000.00
10/06/2016	Extra Work	Labor	8	70.00	560.00
<p>TO FAV          1609          ENG 11482          FLW</p>					
				Total	\$1,560.00

THANK YOU FOR YOUR BUSINESS!!!!  
 Monthly Finance Chg 2%  
 Annual Finance Chg 18%

576let  
 1482

Please remit to: PO Box 814, Young America, MN 55397



Date 10/12/2016  
 Invoice # SE1197

Bill To  
 City of Waconia  
 201 South Vine  
 Waconia, MN 55387

Date	Product/Service	Description/Mach. ID	Machine Hrs.	Rate	Amount
09/01/2016	Lions Field Grand Stand Project	Lions Field Grand Stand Project - EXTRA WORK			
09/27/2016	Extra Work	D5G Dozer	1	150.00	150.00
09/27/2016	Extra Work	289D Skid loader	3	125.00	375.00
10/06/2016	Extra Work	Build road for concrete pump truck			
				Total	\$525.00

Job # \_\_\_\_\_  
 Est. # \_\_\_\_\_  
 Cost Code \_\_\_\_\_  
 Amt Ent'd \_\_\_\_\_  
 Date Ent'd \_\_\_\_\_  
 APPROVED TO PAY:  
 Job # 1609  
 Amt to Pay 498<sup>75</sup>  
 BY: ENB  
 (FLV) FLV

THANK YOU FOR YOUR BUSINESS!!!!

Monthly Finance Chg 2%  
 Annual Finance Chg 18%

Please remit to: PO Box 814, Young America, MN 55397

590let  
~~498~~  
 498<sup>75</sup>



Date 10/12/2016  
 Invoice # SE1196

Bill To  
 City of Waconia  
 201 South Vine  
 Waconia, MN 55387

Date	Product/Service	Description/Mach. ID	Machine Hrs.	Rate	Amount
09/01/2016	Lions Field Grand Stand Project	Lions Field Grand Stand Project - EXTRA WORK			
09/27/2016	Extra Work	Export excess clay from project to Don Wagner site			
09/27/2016	Extra Work	336F	6	165.00	990.00
09/27/2016	Extra Work	D6K Dozer	6	165.00	990.00
09/27/2016	Extra Work	Dump truck	6	90.00	540.00
				Total	\$2,520.00

APPROVED TO PAY:  
 Job # 1609  
 Amount to Pay 2,394  
 ENB  
 FLV

THANK YOU FOR YOUR BUSINESS!!!!

Monthly Finance Chg 2%  
 Annual Finance Chg 18%

52624  
 2,394

Please remit to: PO Box 814. Young America. MN 55397



Date  
10/12/2016

Invoice  
Invoice #  
SE1195

Bill To  
City of Waconia  
201 South Vine  
Waconia, MN 55387

Date	Product/Service	Description/Mach. ID	Machine Hrs.	Rate	Amount
09/01/2016	Lions Field Grand Stand Project	Lions Field Grand Stand Project - EXTRA WORK			
09/27/2016	Extra Work	Export excess clay from project to Don Wagner site			
09/27/2016	Extra Work	336F	7	165.00	1,155.00
09/27/2016	Extra Work	D6K Dozer	7	165.00	1,155.00
09/27/2016	Extra Work	2 Dump trucks	14	90.00	1,260.00
				Total	\$3,570.00

APPROVED TO PAY:  
1609  
Amount to Pay 3,392.50  
BY: END  
FLW

THANK YOU FOR YOUR BUSINESS!!!!

Monthly Finance Chg 2%  
Annual Finance Chg 18%

5% Ret  
3,392.50

Please remit to: PO Box 814, Young America, MN 55397



Date  
10/12/2016

Invoice  
Invoice #  
SE1194

Bill To  
City of Waconia  
201 South Vine  
Waconia, MN 55387

Date	Product/Service	Description/Mach. ID	Machine Hrs.	Rate	Amount
09/01/2016	Lions Field Grand Stand Project	Lions Field Grand Stand Project - EXTRA WORK			
09/19/2019	Extra Work	Install 4" sewer line to press box - crew time	1.5	400.00	600.00
				Total	\$600.00

THANK YOU FOR YOUR BUSINESS!!!!

Monthly Finance Chg 2%  
Annual Finance Chg 18%

Please remit to: PO Box 814. Young America. MN 55397

PAID TO PAY  
1609  
570  
END  
FLW

570  

---

570



**Invoice**  
 Invoice # SE1193  
 Date 10/12/2016

Bill To  
 City of Waconia  
 201 South Vine  
 Waconia, MN 55387

Date	Product/Service	Description/Mach. ID	Machine Hrs.	Rate	Amount
09/01/2016	Lions Field Grand Stand Project	Lions Field Grand Stand Project - EXTRA WORK			
09/07/2016	Extra Work	Import 5 loads of 1 1/2 clear limestone from city yard to cite, scrape off mud and build access road for concrete dump truck			
09/07/2016	Extra Work	Dumptruck	1.5	90.00	135.00
09/07/2016	Extra Work	D6K Dozer	1	165.00	165.00
09/07/2016	Extra Work	289D Skid Loader	1	125.00	125.00
				<b>Total</b>	<b>\$425.00</b>

APPROVED TO PAY:  
 Job # 1609  
 Amt to Pay ~~404~~ 403.75  
 END  
 FLW

503ret  
~~404~~  
 403.75

THANK YOU FOR YOUR BUSINESS!!!!

Monthly Finance Chg 2%  
 Annual Finance Chg 18%

Please remit to: PO Box 814, Young America, MN 55397



**Invoice**  
 Date 10/12/2016  
 Invoice # SE1192

Bill To  
 City of Waconia  
 201 South Vine  
 Waconia, MN 55387

Date	Product/Service	Description/Mach. ID	Machine Hrs.	Rate	Amount
09/01/2016	Lions Field Grand Stand Project	Lions Field Grand Stand Project - EXTRA WORK			
09/05/2016	Extra Work	Trucking select granular and conbit course filter aggregate from Mueller's pit in Carver to site			
09/05/2016	Extra Work	Con bit 208.91 ton	1	1,200.00	1,200.00
09/05/2016	Extra Work	Course filter aggregate 93.55 tons	1	600.00	600.00
09/05/2016	Extra Work	Select granular dumptruck #3 1416.50 ton	1	7,800.00	7,800.00
09/05/2016	Extra Work	select granular Meulener's Farms 1382.73 ton	1	6,270.00	6,270.00
				Total	\$15,870.00

FORM NO. \_\_\_\_\_  
 JOB NO. \_\_\_\_\_  
 AMT. ENT'D. \_\_\_\_\_  
 DATE ENT'D. \_\_\_\_\_  
 APPROVED TO PAY:  
 Job # 1609  
 Amt to Pay 15,076<sup>50</sup>  
 EW  
 RW

THANK YOU FOR YOUR BUSINESS!!!!

Monthly Finance Chg 2%  
 Annual Finance Chg 18%

5264  
15,076<sup>50</sup>

Please remit to: PO Box 814. Young America. MN 55397



Date  
10/12/2016

Invoice #  
SE1191

Bill To  
City of Waconia  
201 South Vine  
Waconia, MN 55387

Date	Product/Service	Description/Mach. ID	Machine Hrs.	Rate	Amount
09/01/2016	Lions Field Grand Stand Project	Lions Field Grand Stand Project - EXTRA WORK			
09/01/2016	Extra Work	Loading and Exporting of subgrade excavation spoil to Don Wagner's site			
09/01/2016	Extra Work	336F Excavator per hour	6	165.00	990.00
09/01/2016	Extra Work	D6K Dozer per hour	6	165.00	990.00
09/01/2016		2 - Dump trucks per hour	10	90.00	900.00
Total					\$2,880.00

APPROVED TO PAY:  
Job # 1609  
Amt to Pay 2,736  
EJB  
FLW

THANK YOU FOR YOUR BUSINESS!!!!

Monthly Finance Chg 2%  
Annual Finance Chg 18%

5/20/16  
2,736

Please remit to: PO Box 814, Young America, MN 55397

Nov 1

# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF \_\_\_\_\_ PAGES

TO OWNER:  
City of Waconia  
201 S. Vine St.  
Waconia MN 55387

PROJECT: Lions Field Grandstand  
City of Waconia  
Waconia MN

APPLICATION NO: 2

	OWNER
	ARCHITECT
x	CONTRACTOR

FROM CONTRACTOR:  
Ultra Concrete  
PO Box 664  
Cokato MN 55321

VIA ARCHITECT:

PERIOD TO: Oct 31st

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE Aug 3rd 2016

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

*Aylee Mchale*

CONTRACTOR:

By: \_\_\_\_\_ Date: \_\_\_\_\_

State of: \_\_\_\_\_ County of: \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_  
Notary Public:  
My Commission expires: \_\_\_\_\_

# \_\_\_\_\_  
W# \_\_\_\_\_  
Contract # \_\_\_\_\_  
Dist Code \_\_\_\_\_  
Int Ent'd \_\_\_\_\_  
Site Ent'd \_\_\_\_\_  
APPROVED TO PAY: \_\_\_\_\_  
# 1609

## ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... \$ \_\_\_\_\_

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

ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

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

APPROVED TO PAY 88,540  
ENG  
FLW

1. ORIGINAL CONTRACT SUM	\$	206,250.00
2. Net change by Change Orders	\$	3,200.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	209,450.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	173,200.00
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	8,660.00
b. % of Stored Material (Column F on G703)	\$	Included in above
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	8,660.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	164,540.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	76,000
8. CURRENT PAYMENT DUE	\$	88,540.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	44,910.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$3,200.00	
Total approved this Month		
TOTALS	\$3,200.00	\$0.00
NET CHANGES by Change Order	\$3,200.00	

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

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

APPLICATION NO: 2

APPLICATION DATE: Oct 21st

PERIOD TO: Oct 31st

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			D FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD					
1	Footings	\$55,000.00	\$55,000.00	\$0.00		\$55,000.00	100.00%	\$0.00	\$2,750.00
2	Walls	\$60,000.00	\$15,000.00	\$45,000.00		\$60,000.00	100.00%	\$0.00	\$3,000.00
3	Reinforcing	\$10,000.00	\$10,000.00	\$0.00		\$10,000.00	100.00%	\$0.00	\$500.00
2	FlatWork	\$69,250.00		\$40,000.00		\$40,000.00	57.76%	\$29,250.00	\$2,000.00
3	Steps	\$10,000.00		\$5,000.00		\$5,000.00	50.00%	\$5,000.00	\$250.00
4	Curb	\$2,000.00	\$0.00	\$0.00		\$0.00		\$2,000.00	\$0.00
5	CO #1 Netting Piers	\$3,200.00		\$3,200.00		\$3,200.00	100.00%	\$0.00	\$160.00
<b>GRAND TOTALS</b>		<b>\$209,450.00</b>	<b>\$80,000.00</b>	<b>\$93,200.00</b>	<b>\$0.00</b>	<b>\$173,200.00</b>	<b>508%</b>	<b>\$36,250.00</b>	<b>\$8,660.00</b>

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

Nov 1

Victoria Plumbing, Inc.

# Invoice

P. O. Box 174  
Victoria, MN 55386

Date	Invoice #
10/24/2016	13065

<b>Bill To</b>
City of Waconia Waconia, MN 55387

<b>Ship To</b>
Site Location: City of Waconia Grandstands

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Earl	Net 30	BML	10/24/2016	Mobile		

Quantity	Item Code	Description	Price Each	Amount
1	Service and Materials	Plumbing Supplies and Service		
1	Partial Payment	Partial payment requirement for plumbing rough-in completion	7,500.00	7,500.00

Cont # \_\_\_\_\_  
 Inv # 1609  
 Commit # \_\_\_\_\_  
 Dist Code \_\_\_\_\_  
 Cont Ent'd \_\_\_\_\_  
 Util Ent'd \_\_\_\_\_  
 APPROVED TO PAY:  
 By 1609  
 Date 7.125  
 EN6  
 F.W

Thank you for your business.

**Total** \$7,500.00  
 520let  
 7,125

Nov 1

# Invoice



**WACHHOLZ MASONRY, INC.**  
10465 ELM CREEK ROAD  
WACONIA, MN 55387  
(952) 442-2220

DATE	INVOICE #
------	-----------

10/24/2016

2105

**BILL TO:**

City of Waconia  
201 S. Vine St.  
Waconia, MN 55387

DESCRIPTION	AMOUNT
Grandstand in Waconia progress payment	55,000.00
<p>Handwritten notes:</p> <p>1609</p> <p>1609</p> <p>52,250</p> <p>ENB</p> <p>○</p>	
<b>TOTAL</b>	<b>\$55,000.00</b>

Subtotal  
52,250

Nov 1



Landwehr Construction, Inc.  
PO Box 1086  
St. Cloud, MN 56302  
(320) 252-1494

**INVOICE**

Invoice No: 8376  
Date: 10/31/2016  
Due Date: 11/30/2016

Job Number: 3682  
Job Description: WACONIA BASEBALL GRANDSTAND  
PO#:

Bill To:  
CITY OF WACONIA  
201 S. VINE ST.  
WACONIA, MN 55387

Work Performed: HELICAL- WACONIA MN

Quantity	UoM	Date	Description	Unit Price	Extended Price
1.00	LS	10/26/2016	SEE ATTACHED BILLING INFORMATION SHEET	4,645.20	4,645.20

11609  
#11609  
OK to Pay → ~~\$\$\$ \$4,413~~ 4412<sup>94</sup>  
ENG  
PLW  
Ⓟ

Thank you for your business!

Subtotal: 4,645.20  
Sales Tax: 0.00  
Retainage: 0.00  
Current Amount Due: 4,645.20

Terms are NET 30.  
A Service Charge of 1.5% Compounded Daily Will be Assessed on all Past Due Accounts.

There is a 3% surcharge for credit card transactions.

5% Ret  
4,413 4412<sup>94</sup>



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b>	November 07, 2016						
<b>Item Name:</b>	Contractor Pay Request #7 - 2016 Infrastructure Improvement Project						
<b>Originating Department:</b>	Finance						
<b>Presented by:</b>	Nicole Lueck, Finance Director						
<b>Previous Council Action (if any):</b>							
<b>Item Type (X only one):</b>	<table border="1"> <tr> <td>Consent</td> <td>X</td> <td>Regular Session</td> <td></td> <td>Discussion Session</td> <td></td> </tr> </table>	Consent	X	Regular Session		Discussion Session	
Consent	X	Regular Session		Discussion Session			

***RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED (Include motion in proper format.)***

Motion to approve Pay Estimate No. 7 to GMH Asphalt for the 2016 Infrastructure Improvement Project

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

Staff has reviewed the contractor pay request for the 2016 Infrastructure Improvement Project and recommends payment of \$307,877.22 based on the engineering request for payment. This payment represents approximately 85.2% of the total approved contract for the project.

***FINANCIAL IMPLICATIONS:***

Funding Sources & Uses: PIR Capital, Water, Sewer, and Storm Water Fund

Budget Information:

**X** Budgeted

Non Budgeted

Amendment Required

***ADVISORY BOARD RECOMMENDATIONS:***

Planning Commission  
 Parks and Recreation Board  
 Safari Island Advisory Board  
 Other



**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

November 1, 2016

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

**Re: 2016 Infrastructure Improvement Project  
Pay Request No. 7**

Dear Ms. Lueck:

Enclosed please find Pay Request No. 7 for work completed from 9/17/2016 to 10/21/2016 on the above referenced project. The work completed includes payment for erosion control, removals, street construction, sanitary sewer construction, and storm sewer construction.

We have reviewed the estimate, verified the quantities, and recommend the City make payment in the amount of **\$307,877.22** to GMH Asphalt. This project is broken into five separate components. Below is a total for each of these components as well as the estimated percent of work completed for each funding type.

PAY APPLICATION NO. 7						
PROJECT TYPE	TOTAL PAYMENT	STREET	SANITARY	WATERMAIN	STORM	PARK
STREET & UTILITY RECONSTRUCTION	\$256,257.636	82%	3%	2%	13%	0%
INTERLAKEN CROSSING & AIRPORT ROAD	\$20,767.428	65%	33%	2%	0%	0%
MILL & OVERLAY CONSTRUCTION	\$190.00	100%	0%	0%	0%	0%
CSAH 10 TRAIL	\$18,840.40	100%	0%	0%	0%	0%
PARK IMPROVEMENTS	\$11,821.75	0%	0%	0%	0%	100%
<b>TOTAL:</b>	<b>\$307,877.22</b>					

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

Respectfully Submitted,  
**Bolton & Menk, Inc.**

Jake Saulsbury, P.E.

cc: Craig Eldred, Public Services Director

Enclosure



Application Number: 7

Application Date: 10/28/2016

Period to: 9/17/2016-10/21/2016

BMI Project Number: C12.109751

Item No.	Description of Work	Original Plan Quantity	Unit of Measure	Bid Price	Contract Amount	Current Pay Application		Total Quantity to Date	Total Amount Completed (B x E)
						Quantity	Amount (B x D)		
<b>SECTION 1: PRORATA</b>									
1	MOBILIZATION	1	LUMP SUM	\$95,000.00	\$95,000.00		\$0.00	1.00	\$95,000.00
2	TRAFFIC CONTROL	1	LUMP SUM	\$36,500.00	\$36,500.00		\$0.00	1.00	\$36,500.00
3	EROSION AND SEDIMENT CONTROL	1	LUMP SUM	\$5,000.00	\$5,000.00		\$0.00	1.00	\$5,000.00
<b>SECTION 2: STREET &amp; UTILITY RECONSTRUCTION</b>									
<b>REMOVALS:</b>									
4	CLEAR AND GRUB TREE ≤12"	7	TREE	\$220.00	\$1,540.00		\$0.00	3	\$660.00
5	CLEAR AND GRUB TREE >12"	4	TREE	\$612.00	\$2,448.00		\$0.00	0	\$0.00
6	REMOVE WATERMAIN	2,870	LIN FT	\$5.30	\$15,211.00	356	\$1,886.80	2,670	\$14,151.00
7	REMOVE 1" TO 2" WATER SERVICE PIPE	530	LIN FT	\$5.30	\$2,809.00		\$0.00	318	\$1,685.40
8	REMOVE PIPE SEWER (STORM)	580	LIN FT	\$15.80	\$9,164.00	520	\$8,216.00	527	\$8,326.60
9	REMOVE PIPE SEWER (SANITARY)	1,500	LIN FT	\$5.30	\$7,950.00	689	\$3,651.70	1,400	\$7,420.00
10	REMOVE SANITARY STRUCTURE	7	EACH	\$530.00	\$3,710.00	2	\$1,060.00	7	\$3,710.00
11	REMOVE DRAINAGE STRUCTURE	8	EACH	\$265.00	\$2,120.00	6	\$1,590.00	8	\$2,120.00
12	REMOVE EX CURB STOP AND SERVICE	8	EACH	\$79.00	\$632.00		\$0.00	8	\$632.00
13	REMOVE HYDRANT WITH VALVE	6	EACH	\$160.00	\$960.00	4	\$640.00	6	\$960.00
14	REMOVE CONCRETE CURB & GUTTER	7,070	LIN FT	\$3.00	\$21,210.00	446	\$1,338.00	6,506	\$19,518.00
15	REMOVE CONCRETE DRIVEWAY/WALK	9,080	SQ FT	\$1.10	\$9,988.00	624	\$686.40	6,842	\$7,526.20
16	REMOVE BITUMINOUS DRIVEWAY & TRAIL PAVEMENT	19,200	SQ FT	\$0.45	\$8,640.00		\$0.00	12,991	\$5,845.95
17	REMOVE BITUMINOUS PAVEMENT	14,700	SQ YD	\$0.80	\$11,760.00	350	\$280.00	14,663	\$11,730.40
18	HAUL BITUMINOUS MILLINGS TO CITY SHOP (LV)	300	CU YD	\$0.01	\$3.00		\$0.00	300	\$3.00
19	EDGE MILL - 6' WIDTH 0-2" DEPTH (CHERRY STREET)	3,300	SQ YD	\$1.50	\$4,950.00		\$0.00	0	\$0.00
20	SAWING CONCRETE PAVEMENT (FULL DEPTH)	380	LIN FT	\$5.00	\$1,900.00	168	\$840.00	168	\$840.00
21	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	2,230	LIN FT	\$2.50	\$5,575.00	174	\$435.00	933	\$2,332.50
22	SALVAGE SIGN	11	EACH	\$27.00	\$297.00		\$0.00	0	\$0.00
23	SALVAGE CHAIN LINK FENCE	40	LIN FT	\$3.00	\$120.00		\$0.00	40	\$120.00
<b>ROADWAY CONSTRUCTION:</b>									
24	COMMON EXCAVATION (EV)	10,250	CU YD	\$21.90	\$224,475.00		\$0.00	10,250	\$224,475.00
25	SUBGRADE EXCAVATION (EV)	1,600	CU YD	\$16.00	\$25,600.00		\$0.00	497	\$7,952.00
26	TOPSOIL BORROW (LV)	870	CU YD	\$21.00	\$18,270.00	1,123	\$23,583.00	1,251	\$26,271.00
26A	GRANULAR BORROW	4,170	CU YD	\$18.35	\$76,519.50		\$0.00	4,170	\$76,519.50
27	STABILIZING AGGREGATE - SELECT GRANULAR BORROW (CV)	900	CU YD	\$0.01	\$9.00		\$0.00	0	\$0.00
28	STABILIZING AGGREGATE - 3" MINUS CRUSHED	1,300	TON	\$0.01	\$13.00		\$0.00	0	\$0.00
29	GEOTEXTILE FABRIC TYPE V	14,400	SQ YD	\$1.30	\$18,720.00		\$0.00	14,400	\$18,720.00
30	AGGREGATE SURFACING CLASS 5 (DRIVEWAY)	100	TON	\$30.00	\$3,000.00	18	\$540.00	18	\$540.00
31	AGGREGATE BASE CLASS 5 (CV)	5,480	CU YD	\$0.01	\$54.80		\$0.00	5,863	\$58.63
32	1.5" TYPE SP 9.5 WEARING COURSE MIX (2,B)	12,400	SQ YD	\$5.45	\$67,580.00		\$0.00	0	\$0.00
33	TYPE SP 12.5 NON WEAR COURSE MIXTURE (2,B)	3,600	TON	\$52.75	\$189,900.00	888.2	\$46,852.55	3,106.60	\$163,873.15
34	2" BITUMINOUS WEAR COURSE OVERLAY TYPE SP 9.5	510	TON	\$60.75	\$30,982.50		\$0.00	0	\$0.00
35	BITUMINOUS CRACK FILLING	4,400	LIN FT	\$1.10	\$4,840.00		\$0.00	0	\$0.00
36	BITUMINOUS PATCH - TRUCK ROUTE	300	SQ YD	\$53.50	\$16,050.00	14	\$749.00	255	\$13,642.50
37	MODULAR BLOCK RETAINING WALL	1,500	SQ FT	\$22.70	\$34,050.00	1,380	\$31,326.00	1,380	\$31,326.00
38	ADDITIONAL BUSINESS AND DETOUR SIGNAGE	1	ALLOWANCE	\$5,000.00	\$5,000.00	0.28	\$1,400.00	5.76	\$28,800.00
EW #3	6' TEMPORARY FENCING	1	LS	\$603.90	\$603.90		\$0.00	1.00	\$603.90
EW A	RETAINING WALL ADDITIONAL MATERIAL	1	LS	\$3,000.00	\$3,000.00	1.00	\$3,000.00	1.00	\$3,000.00
<b>UTILITIES:</b>									
39	4" PERF PE EDGE DRAIN	5,900	LIN FT	\$8.00	\$47,200.00	148	\$1,184.00	5,860	\$46,880.00
40	6" PERF PE DRAINTILE	100	LIN FT	\$12.00	\$1,200.00		\$0.00	85	\$1,020.00
41	4" PIPE DRAIN CLEANOUT	12	EACH	\$185.00	\$2,220.00		\$0.00	11	\$2,035.00
42	4" PIPE DRAIN CLEANOUT W/ CASTING	3	EACH	\$335.00	\$1,005.00		\$0.00	2	\$670.00
43	6" PIPE DRAIN CLEANOUT	1	EACH	\$300.00	\$300.00		\$0.00	1	\$300.00
44	SUMP PUMP SERVICE LINE CONNECTION	1	EACH	\$400.00	\$400.00		\$0.00	5	\$2,000.00
45	CONNECT TO EXISTING PIPE DRAIN CLEANOUT	2	EACH	\$200.00	\$400.00		\$0.00	6	\$1,200.00
46	SAND FILTER BASIN GRADING	1	LUMP SUM	\$1,500.00	\$1,500.00		\$0.00	1	\$1,500.00
47	INFILTRATION MEDIA (CV)	4	CU YD	\$120.00	\$480.00		\$0.00	4	\$480.00
48	FILTER SAND (CV)	16	CU YD	\$100.00	\$1,600.00		\$0.00	16	\$1,600.00
49	RAIN GUARDIAN (INC. CONCRETE BASE SLAB)	1	EACH	\$2,100.00	\$2,100.00		\$0.00	1	\$2,100.00
50	12" RC PIPE SEWER DESIGN 3006 CLASS V	559	LIN FT	\$38.70	\$21,633.30		\$0.00	583	\$22,562.10
51	15" RC PIPE SEWER DESIGN 3006 CLASS V	552	LIN FT	\$39.80	\$21,969.60		\$0.00	432	\$17,193.60
52	18" RC PIPE SEWER DESIGN 3006 CLASS V	597	LIN FT	\$42.30	\$25,253.10	195	\$8,248.50	511	\$21,615.30
53	24" RC PIPE SEWER DESIGN 3006 CLASS V	79	LIN FT	\$54.50	\$4,305.50		\$0.00	0	\$0.00
54	24" RC PIPE SEWER DESIGN 3006 CLASS III	354	LIN FT	\$46.60	\$16,496.40	79	\$3,681.40	411	\$19,152.60
55	CONSTRUCT DRAINAGE STRUCTURE DESIGN R-1	30.10	LIN FT	\$144.00	\$4,334.40	4.07	\$586.08	30.10	\$4,334.40
56	CONSTRUCT DRAINAGE STRUCTURE DES 48-4020	16.10	LIN FT	\$230.00	\$3,703.00		\$0.00	35.61	\$8,190.30
57	CONSTRUCT DRAINAGE STRUCTURE DES 60-4020	13.40	LIN FT	\$355.00	\$4,757.00		\$0.00	13.40	\$4,757.00
58	CONSTRUCT DRAINAGE STRUCTURE DES 48-4022	74.30	LIN FT	\$230.00	\$17,089.00		\$0.00	51.51	\$11,847.30
59	CONSTRUCT DRAINAGE STRUCTURE DES 60-4022	20.40	LIN FT	\$355.00	\$7,242.00	5.02	\$1,782.10	15.06	\$5,346.30
60	ADJUST STORM STRUCTURE - SPECIAL	1	EACH	\$740.00	\$740.00	1	\$740.00	1	\$740.00
61	CONNECT TO EXISTING STORM PIPE	8	EACH	\$1,160.00	\$9,280.00		\$0.00	5	\$5,800.00
62	CONNECT TO EXISTING STORM STRUCTURE	1	EACH	\$1,160.00	\$1,160.00	1	\$1,160.00	1	\$1,160.00
63	CASTING ASSEMBLY (STORM)	37	EACH	\$690.00	\$25,530.00	14	\$9,660.00	37	\$25,530.00
64	ADJUST FRAME & RING CASTING (STORM)	1	EACH	\$500.00	\$500.00		\$0.00	0	\$0.00
65	ADJUST FRAME & RING CASTING (WATER)	1	EACH	\$500.00	\$500.00		\$0.00	0	\$0.00

Application Number: 7

Application Date: 10/28/2016

Period to: 9/17/2016-10/21/2016

BMI Project Number: C12.109751

Item No.	Description of Work	Original Plan Quantity	Unit of Measure	Bid Price	Contract Amount	D		E	Total Amount Completed (B x E)
						Quantity	Amount (B x D)		
66	CONNECT TO EXISTING WATERMAIN	11	EACH	\$530.00	\$5,830.00		\$0.00	14	\$7,420.00
67	HYDRANT	6	EACH	\$3,383.00	\$20,298.00		\$0.00	6	\$20,298.00
68	HYDRANT EXTENSION (0.5')	2	EACH	\$781.00	\$1,562.00		\$0.00	0	\$0.00
69	HYDRANT EXTENSION (1.0')	2	EACH	\$866.00	\$1,732.00		\$0.00	0	\$0.00
70	ADJUST VALVE BOX	11	EACH	\$300.00	\$3,300.00		\$0.00	2	\$600.00
71	6" GATE VALVE AND BOX	7	EACH	\$1,511.00	\$10,577.00		\$0.00	9	\$13,599.00
72	8" GATE VALVE AND BOX	15	EACH	\$2,007.00	\$30,105.00		\$0.00	12	\$24,084.00
73	10" GATE VALVE AND BOX	2	EACH	\$2,748.00	\$5,496.00		\$0.00	2	\$5,496.00
74	TRACER WIRE ACCESS BOX	6	EACH	\$133.00	\$798.00	6	\$798.00	6	\$798.00
75	ROADWAY TRACER WIRE ACCESS BOX	3	EACH	\$133.00	\$399.00		\$0.00	0	\$0.00
76	2.0" CORPORATION STOP	1	EACH	\$430.00	\$430.00		\$0.00	2	\$860.00
77	1.5" CORPORATION STOP	2	EACH	\$755.00	\$1,510.00		\$0.00	2	\$1,510.00
78	1" CORPORATION STOP	23	EACH	\$665.00	\$15,295.00		\$0.00	25	\$16,625.00
79	2.0" CURB STOP & BOX	1	EACH	\$794.00	\$794.00		\$0.00	2	\$1,588.00
80	1.5" CURB STOP & BOX	2	EACH	\$702.00	\$1,404.00		\$0.00	3	\$2,106.00
81	1" CURB STOP & BOX	23	EACH	\$530.00	\$12,190.00		\$0.00	25	\$13,250.00
82	6" WATERMAIN DUCTILE IRON CL 52	110	LIN FT	\$41.80	\$4,598.00		\$0.00	140	\$5,852.00
83	10" WATERMAIN DUCTILE IRON CL 52	20	LIN FT	\$55.30	\$1,106.00		\$0.00	0	\$0.00
84	6" PVC WATERMAIN C900 DR18	290	LIN FT	\$32.00	\$9,280.00		\$0.00	299	\$9,568.00
85	8" PVC WATERMAIN C900 DR18	2,500	LIN FT	\$35.00	\$87,500.00		\$0.00	2,437	\$85,295.00
86	10" PVC WATERMAIN C900 DR18	30	LIN FT	\$38.60	\$1,158.00		\$0.00	10	\$386.00
87	1" TYPE K COPPER SERVICE PIPE	520	LIN FT	\$18.25	\$9,490.00		\$0.00	1,141	\$20,823.25
88	1.5" HDPE C901 WATER SERVICE PIPE	50	LIN FT	\$15.60	\$780.00		\$0.00	36	\$561.60
89	2.0" HDPE C901 WATER SERVICE PIPE	40	LIN FT	\$16.15	\$646.00		\$0.00	59	\$952.85
90	CUT-IN VALVE (NOT INCLUDING VALVE)	1	EACH	\$1,583.00	\$1,583.00		\$0.00	2	\$3,166.00
91	CUT IN WATERMAIN TEE (NOT INCLUDING FITTINGS)	3	EACH	\$1,583.00	\$4,749.00	1	\$1,583.00	2	\$3,166.00
92	CONNECT TO EXISTING 1.0" WATER SERVICE	23	EACH	\$354.00	\$8,142.00		\$0.00	24	\$8,496.00
93	CONNECT TO EXISTING 1.5" WATER SERVICE	2	EACH	\$430.00	\$860.00		\$0.00	3	\$1,290.00
94	CONNECT TO EXISTING 2.0" WATER SERVICE	1	EACH	\$439.00	\$439.00		\$0.00	2	\$878.00
95	4" POLYSTYRENE INSULATION	14	SQ YD	\$38.00	\$532.00		\$0.00	22	\$836.00
96	PIPE FITTINGS	2,200	POUND	\$5.65	\$12,430.00		\$0.00	2,120	\$11,978.00
97	3 LB ANODE	11	EACH	\$46.40	\$510.40		\$0.00	14	\$649.60
98	9 LB ANODE	12	EACH	\$51.70	\$620.40		\$0.00	9	\$465.30
99	17 LB ANODE	1	EACH	\$93.90	\$93.90		\$0.00	0	\$0.00
100	CATHODIC PROTECTION TEST STATION	1	EACH	\$1,583.00	\$1,583.00		\$0.00	0	\$0.00
101	TEMPORARY WATER SYSTEM	1	LUMP SUM	\$9,706.00	\$9,706.00		\$0.00	0.95	\$9,220.70
102	TEMPORARY 1.5"/2.0" WATER SERVICE CONNECTION	3	EACH	\$530.00	\$1,590.00		\$0.00	4	\$2,120.00
103	TEMPORARY 6.0"/8.0" WATER SERVICE CONNECTION	4	EACH	\$3,165.00	\$12,660.00		\$0.00	3	\$9,495.00
104	CONNECT TO EXISTING SANITARY PIPE	10	EACH	\$530.00	\$5,300.00		\$0.00	10	\$5,300.00
105	CONNECT TO EXISTING SANITARY MANHOLE	3	EACH	\$1,055.00	\$3,165.00		\$0.00	2	\$2,110.00
106	CONNECT TO EXISTING SEWER SERVICE	7	EACH	\$1,055.00	\$7,385.00		\$0.00	10	\$10,550.00
107	CONSTRUCT SANITARY MANHOLE, 48" DIAMETER	101.00	LIN FT	\$148.00	\$14,948.00		\$0.00	90.55	\$13,401.40
108	OUTSIDE DROP MANHOLE	4.1	LIN FT	\$422.00	\$1,730.20		\$0.00	4.3	\$1,814.60
109	ADJUST FRAME AND RING CASTING (DUCTILE IRON RING INSERT)	5	EACH	\$175.00	\$875.00		\$0.00	2	\$350.00
110	ADJUST CASTING (REMOVE BIT, ADJUST CASTING, PATCH BIT)	6	EACH	\$265.00	\$1,590.00		\$0.00	0	\$0.00
111	ADJUST EXISTING MANHOLE (STREET RECONSTRUCTION AREA)	3	EACH	\$1,200.00	\$3,600.00		\$0.00	1	\$1,200.00
112	6" PVC PIPE SEWER SERVICE SDR 26	250	LIN FT	\$26.00	\$6,500.00		\$0.00	172	\$4,472.00
113	8" PVC PIPE SEWER SDR 35	1,260	LIN FT	\$39.00	\$49,140.00		\$0.00	1,217	\$47,463.00
114	8" PVC PIPE SEWER C-900 DR 18	40	LIN FT	\$38.50	\$1,540.00		\$0.00	0	\$0.00
115	8"X6" PVC WYE	5	EACH	\$1,145.00	\$5,725.00		\$0.00	3	\$3,435.00
116	EXPLORATORY EXCAVATION	30	HR	\$211.00	\$6,330.00		\$0.00	30	\$6,330.00
117	CASTING ASSEMBLY (SANITARY)	16	EACH	\$695.00	\$11,120.00	4	\$2,780.00	16	\$11,120.00
118	EXTERNAL CHIMNEY SEAL	21	EACH	\$153.00	\$3,213.00	9	\$1,377.00	21	\$3,213.00
EW #1	UTILITY TRENCH BACKFILL MATERIAL	1	LS	\$7,632.08	\$7,632.08		\$0.00	1.17	\$8,929.53
	<i>SIDEWALK, DRIVEWAYS, SIGNAGE:</i>								
119	4" CONCRETE WALK	23,200	SQ FT	\$4.10	\$95,120.00	12,546	\$51,438.60	19,140	\$78,474.00
120	6" COLORED CONCRETE	1,850	SQ FT	\$7.90	\$14,615.00		\$0.00	0	\$0.00
121	6" CONCRETE DRIVEWAY PAVEMENT	2,700	SQ FT	\$5.80	\$15,660.00	384	\$2,227.20	3,533	\$20,491.40
122	6" CONCRETE DRIVEWAY PAVEMENT - HEAVY DUTY	4,400	SQ FT	\$6.40	\$28,160.00	780	\$4,992.00	840	\$5,376.00
123	6" CONCRETE PEDESTRIAN RAMP	3,130	SQ FT	\$8.40	\$26,292.00	986	\$8,282.40	1,985	\$16,674.00
124	TRUNCATED DOMES	200	SQ FT	\$44.30	\$8,860.00	68	\$3,012.40	196	\$8,682.80
125	CONCRETE CURB & GUTTER DESIGN B612	1,030	LIN FT	\$17.35	\$17,870.50		\$0.00	0	\$0.00
126	CONCRETE CURB & GUTTER DESIGN B618	5,350	LIN FT	\$15.25	\$81,587.50		\$0.00	5,016	\$76,494.00
127	CONCRETE CURB & GUTTER DESIGN B618 - REINFORCED	820	LIN FT	\$15.70	\$12,874.00		\$0.00	0	\$0.00
128	CONCRETE VALLEY GUTTER	570	SQ FT	\$9.40	\$5,358.00		\$0.00	48	\$451.20
129	3" TYPE SP 9.5 BITUMINOUS TRAIL PAVEMENT	390	SQ YD	\$28.50	\$11,115.00		\$0.00	404	\$11,514.00
130	3" BITUMINOUS DRIVEWAY PAVEMENT MIX (2,B)	13,100	SQ FT	\$2.00	\$26,200.00	6,583	\$13,166.00	19,153	\$38,306.00
131	HEAVY DUTY BITUMINOUS DRIVEWAY PAVEMENT MIX (2,B)	10,500	SQ FT	\$2.75	\$28,875.00	2,677	\$7,361.75	8,090	\$22,247.50
132	3" BITUMINOUS PATCH - DRIVEWAY/TRAIL	120	SQ YD	\$18.00	\$2,160.00		\$0.00	0	\$0.00
133	CONSTRUCT, MAINTAIN & REMOVE TEMP CL 5 AGG DW	1	LUMP SUM	\$750.00	\$750.00		\$0.00	0.5	\$375.00
	<i>EROSION CONTROL AND RESTORATION:</i>								
134	SILT CURTAIN	70	LIN FT	\$22.90	\$1,603.00	100	\$2,290.00	100	\$2,290.00
135	SILT FENCE, TYPE PREASSEMBLED	700	LIN FT	\$1.60	\$1,120.00		\$0.00	589	\$942.40

Application Number: 7

Application Date: 10/28/2016

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BMI Project Number: C12.109751

Item No.	Description of Work	Original Plan Quantity	Unit of Measure	Bid Price	Contract Amount	Current Pay Application		Total Quantity to Date	Total Amount Completed (B x E)
						Quantity	Amount (B x D)		
136	ROCK BAG BARRIER	25	EACH	\$10.00	\$250.00		\$0.00	0	\$0.00
137	INLET PROTECTION	45	EACH	\$200.00	\$9,000.00	5	\$1,000.00	46	\$9,200.00
138	SEEDING WITH SEED MIX 33-261	200	SQ YD	\$0.90	\$180.00		\$0.00	406	\$365.40
139	HYDROMULCH TYPE 5 WITH SEED MIX 25-131	770	SQ YD	\$1.45	\$1,116.50		\$0.00	0	\$0.00
140	EROSION CONTROL BLANKET CAT 2 WITH SEED MIX 25-131	200	SQ YD	\$1.60	\$320.00	100	\$160.00	311	\$497.60
141	EROSION CONTROL BLANKET CAT 2 WITH SEED MIX 33-261	340	SQ YD	\$1.85	\$629.00		\$0.00	0	\$0.00
142	SOD TYPE LAWN	5,000	SQ YD	\$4.75	\$23,750.00	640	\$3,040.00	1,801	\$8,554.75
143	ROCK CONSTRUCTION ENTRANCE	100	TON	\$30.00	\$3,000.00		\$0.00	50	\$1,500.00
144	LANDSCAPING	1	ALLOWANCE	\$5,000.00	\$5,000.00	1	\$5,000.00	1	\$5,000.00
145	IRRIGATION SYSTEM AND ELECTRIC FENCE REPAIR	1	ALLOWANCE	\$12,000.00	\$12,000.00	0.51	\$6,120.00	0.51	\$6,120.00
146	REINSTALL CHAIN LINK FENCE	40	LIN FT	\$5.80	\$232.00		\$0.00	40	\$232.00
147	FENCE DESIGN SPECIAL 1, W/ CONCRETE FOOTINGS	130	LIN FT	\$125.20	\$16,276.00		\$0.00	0	\$0.00
148	DECIDUOUS TREE 2 1/2" CALIPER, B & B	10	TREE	\$448.00	\$4,480.00		\$0.00	0	\$0.00
149	CONIFEROUS TREE 6' HIGHT, B&B	2	TREE	\$334.00	\$668.00		\$0.00	0	\$0.00
	<b>PAVEMENT MARKINGS:</b>								
150	4" SOLID LINE WHITE-EPOXY	1,230	LIN FT	\$0.37	\$455.10		\$0.00	0	\$0.00
151	4" DOUBLE SOLID LINE YELLOW, TEMP - LATEX	3,620	LIN FT	\$0.99	\$3,583.80		\$0.00	0	\$0.00
152	4" DOUBLE SOLID LINE YELLOW-EPOXY	3,620	LIN FT	\$1.35	\$4,887.00		\$0.00	0	\$0.00
153	24" SOLID LINE YELLOW-EPOXY	40	LIN FT	\$6.35	\$254.00		\$0.00	0	\$0.00
154	CROSSWALK MARKING, TEMPORARY - LATEX	720	SQ FT	\$4.70	\$3,384.00		\$0.00	0	\$0.00
155	CROSSWALK MARKING-EPOXY	720	SQ FT	\$7.72	\$5,558.40		\$0.00	0	\$0.00
	<b>SECTION 3: INTERLAKEN CROSSING &amp; AIRPORT ROAD</b>								
	<b>REMOVALS:</b>								
156	REMOVE PIPE SEWER (STORM)	45	LIN FT	\$15.85	\$713.25		\$0.00	0	\$0.00
157	SALVAGE HYDRANT	1	EACH	\$1,583.00	\$1,583.00		\$0.00	0	\$0.00
158	REMOVE BITUMINOUS CURB & GUTTER	120	LIN FT	\$2.00	\$240.00		\$0.00	120	\$240.00
159	REMOVE CONCRETE CURB & GUTTER	390	LIN FT	\$7.50	\$2,925.00		\$0.00	308	\$2,310.00
160	REMOVE BITUMINOUS PAVEMENT	380	SQ YD	\$4.00	\$1,520.00		\$0.00	380	\$1,520.00
161	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	390	LIN FT	\$2.50	\$975.00		\$0.00	58	\$145.00
162	SALVAGE AGGREGATE	660	CU YD	\$13.70	\$9,042.00		\$0.00	660	\$9,042.00
163	SALVAGE SIGN	3	EACH	\$27.00	\$81.00		\$0.00	0	\$0.00
164	EDGE MILL - 6' WIDTH 0-1.5" DEPTH	1,570	SY	\$2.00	\$3,140.00		\$0.00	1,570	\$3,140.00
	<b>ROADWAY CONSTRUCTION:</b>								
165	COMMON EXCAVATION (EV)	1,750	CU YD	\$13.35	\$23,362.50		\$0.00	1,750	\$23,362.50
166	SUBGRADE EXCAVATION (EV)	3,500	CU YD	\$11.10	\$38,850.00		\$0.00	3,565	\$39,571.50
167	COMMON BORROW (LV)	7,618	CU YD	\$0.01	\$76.18		\$0.00	7,618	\$76.18
168	STABILIZING AGGREGATE - SELECT GRANULAR BORROW (CV)	200	CU YD	\$19.95	\$3,990.00		\$0.00	65	\$1,296.75
169	GEOTEXTILE FABRIC TYPE V	6,690	SQ YD	\$1.30	\$8,697.00		\$0.00	6,745	\$8,768.50
170	AGGREGATE SURFACING CLASS 5 (DRIVEWAY)	30	TON	\$30.00	\$900.00		\$0.00	0	\$0.00
171	AGGREGATE BASE CLASS 5	3,760	TON	\$15.20	\$57,152.00		\$0.00	3,760	\$57,152.00
172	PLACE SALVAGED AGGREGATE	660	CU YD	\$7.00	\$4,620.00		\$0.00	660	\$4,620.00
173	2" TYPE SP 9.5 WEARING COURE MIX (2,B)	5,400	SQ YD	\$6.95	\$37,530.00		\$0.00	0	\$0.00
174	TYPE SP 12.5 NON WEAR COURSE MIXTURE (2,B)	1,000	TON	\$53.20	\$53,200.00		\$0.00	1,011	\$53,785.20
175	BITUMINOUS LEVELING COURSE OVERLAY TYPE SP 9.5	500	TON	\$61.20	\$30,600.00		\$0.00	487	\$29,804.40
176	1.5" BITUMINOUS WEAR COURSE OVERLAY TYPE SP 9.5	380	TON	\$61.20	\$23,256.00		\$0.00	370	\$22,644.00
177	BITUMINOUS STREET PATCH - AIRPORT ROAD	50	SQ YD	\$23.50	\$1,175.00		\$0.00	0	\$0.00
	<b>UTILITIES:</b>								
178	4" PERF PE EDGE DRAIN	2,800	LIN FT	\$8.00	\$22,400.00	29	\$232.00	2,729	\$21,832.00
179	4" PIPE DRAIN CLEANOUT	4	EACH	\$185.00	\$740.00		\$0.00	4	\$740.00
180	CONNECT TO EXISTING FORCEMAIN (SANITARY)	1	EACH	\$4,220.00	\$4,220.00	1	\$4,220.00	1	\$4,220.00
181	CONNECT TO EXISTING WATERMAIN	1	EACH	\$791.00	\$791.00		\$0.00	1	\$791.00
182	SALVAGE HYDRANT	1	EACH	\$2,215.00	\$2,215.00		\$0.00	1	\$2,215.00
183	HYDRANT	3	EACH	\$7,596.00	\$22,788.00		\$0.00	4	\$30,384.00
184	HYDRANT EXTENSION (0.5')	1	EACH	\$781.00	\$781.00		\$0.00	7	\$5,467.00
185	ADJUST VALVE BOX	12	EACH	\$300.00	\$3,600.00		\$0.00	0	\$0.00
186	6" GATE VALVE AND BOX	4	EACH	\$1,511.00	\$6,044.00		\$0.00	4	\$6,044.00
187	8" GATE VALVE AND BOX	2	EACH	\$2,559.00	\$5,118.00		\$0.00	2	\$5,118.00
188	16" GATE VALVE AND BOX	1	EACH	\$8,028.00	\$8,028.00		\$0.00	1	\$8,028.00
189	TRACER WIRE ACCESS BOX	3	EACH	\$116.00	\$348.00	4	\$464.00	4	\$464.00
190	16" X 8" WET TAP CONNECTION	2	EACH	\$3,165.00	\$6,330.00		\$0.00	2	\$6,330.00
191	6" WATERMAIN DUCTILE IRON CL 52	60	LIN FT	\$37.00	\$2,220.00		\$0.00	65	\$2,405.00
192	8" PVC WATERMAIN C900 DR18	100	LIN FT	\$30.10	\$3,010.00		\$0.00	60	\$1,806.00
193	16" PVC WATERMAIN C905 DR25	110	LIN FT	\$49.60	\$5,456.00		\$0.00	100	\$4,960.00
194	12" PVC FORCEMAIN C905 DR25	100	LIN FT	\$37.00	\$3,700.00		\$0.00	90	\$3,330.00
195	8" PVC PIPE SEWER SDR 35	230	LIN FT	\$23.00	\$5,290.00	43	\$989.00	229	\$5,267.00
196	4" POLYSTYRENE INSULATION	40	SQ YD	\$38.00	\$1,520.00	17	\$646.00	49	\$1,862.00
197	PIPE FITTINGS	940	POUND	\$5.15	\$4,841.00		\$0.00	1,121	\$5,773.15
198	3 LB ANODE	3	EACH	\$46.50	\$139.50		\$0.00	4	\$186.00
199	9 LB ANODE	5	EACH	\$51.70	\$258.50		\$0.00	1	\$51.70
200	TEMPORARY WATER SYSTEM	1	LUMP SUM	\$2,110.00	\$2,110.00		\$0.00	0	\$0.00
201	CONNECT TO EX SANITARY MANHOLE (CORE DRILL & BOOT)	2	EACH	\$5,800.00	\$11,600.00		\$0.00	2	\$11,600.00
202	CONSTRUCT DRAINAGE STRUCTURE DESIGN R-1	15.00	LIN FT	\$143.50	\$2,152.50		\$0.00	14.78	\$2,120.93
203	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4022	24.00	LIN FT	\$230.00	\$5,520.00		\$0.00	23.34	\$5,368.20

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						Quantity	Amount (B x D)		
204	12" RC PIPE SEWER DESIGN 3006 CLASS V	700	LIN FT	\$38.70	\$27,090.00		\$0.00	700	\$27,090.00
205	15" RC PIPE SEWER DESIGN 3006 CLASS V	60	LIN FT	\$40.00	\$2,400.00		\$0.00	60	\$2,400.00
206	15" RC APRON W/ TRASHGUARD	1	EACH	\$475.00	\$475.00		\$0.00	1	\$475.00
207	CASTING ASSEMBLY (STORM)	9	EACH	\$690.00	\$6,210.00		\$0.00	9	\$6,210.00
208	EXPLORATORY EXCAVATION	10	HR	\$211.00	\$2,110.00		\$0.00	0	\$0.00
209	ADJUST EXISTING MANHOLE (INTERLAKEN CROSSING)	2	EACH	\$1,846.00	\$3,692.00		\$0.00	2	\$3,692.00
210	ADJUST FRAME AND RING CASTING (DUCTILE IRON RING INSERT)	3	EACH	\$175.00	\$525.00		\$0.00	0	\$0.00
211	ADJUST CASTING (REMOVE BIT, ADJUST CASTING, PATCH BIT)	3	EACH	\$265.00	\$795.00		\$0.00	0	\$0.00
212	EXTERNAL CHIMNEY SEAL	5	EACH	\$153.00	\$765.00		\$0.00	0	\$0.00
213	DELETED	6	EACH	\$0.00	\$0.00		\$0.00	0	\$0.00
EW #12	DRAINTILE AT INTERLAKEN CROSSING/CR 59 <i>SIDEWALK, DRIVEWAYS, SIGNAGE:</i>	1	LS	\$1,360.00	\$1,360.00	1	\$1,360.00	1	\$1,360.00
214	6" CONCRETE DRIVEWAY PAVEMENT - HEAVY DUTY	1,070	SQ FT	\$6.40	\$6,848.00		\$0.00	0	\$0.00
215	6" CONCRETE PEDESTRIAN RAMP	1,430	SQ FT	\$8.40	\$12,012.00		\$0.00	0	\$0.00
216	TRUNCATED DOMES	172	SQ FT	\$44.30	\$7,619.60		\$0.00	0	\$0.00
217	CONCRETE CURB & GUTTER DESIGN B618	3,150	LIN FT	\$14.20	\$44,730.00		\$0.00	2,600	\$36,920.00
218	CONCRETE CURB & GUTTER DESIGN B618-REINFORCED	200	LIN FT	\$14.70	\$2,940.00		\$0.00	0	\$0.00
219	3" TYPE SP 9.5 BITUMINOUS TRAIL PAVEMENT	2,070	SQ YD	\$22.40	\$46,368.00		\$0.00	1,911	\$42,806.40
220	WOOD RAIL FENCE <i>EROSION CONTROL AND RESTORATION:</i>	1,080	LIN FT	\$15.00	\$16,200.00		\$0.00	0	\$0.00
221	SILT FENCE, TYPE PREASSEMBLED	2,400	LIN FT	\$1.60	\$3,840.00		\$0.00	2,994	\$4,790.40
222	INLET PROTECTION	9	EACH	\$250.00	\$2,250.00		\$0.00	0	\$0.00
223	ROCK BAG BARRIER	5	EACH	\$10.00	\$50.00		\$0.00	0	\$0.00
224	RIP-RAP CL 3	4.8	CU YD	\$122.00	\$585.60		\$0.00	4.8	\$585.60
225	SOD TYPE LAWN	380	SQ YD	\$5.80	\$2,204.00		\$0.00	0	\$0.00
226	EROS CTL BLANKET CAT. 2 W/ SEED MIX 25-141, GEN ROADSIDE	1,000	SQ YD	\$1.60	\$1,600.00	78	\$124.80	78	\$124.80
227	EROS CTL BLANKET CAT. 2 W/ SEED MIX 25-131, COM TURF	500	SQ YD	\$1.60	\$800.00		\$0.00	0	\$0.00
228	EROS CTL BKT CAT2 W/ SEED MIX 35-241, NATIVE GEN ROADSIDE	4,700	SQ YD	\$1.75	\$8,225.00	3,621	\$6,336.75	3,621	\$6,336.75
229	HYDROMULCH TYPE 5 W/ SEED MIX 25-131, COM TURF	1,350	SQ YD	\$1.45	\$1,957.50	291	\$421.95	291	\$421.95
230	HYDROMULCH TYPE 5 W/ SEED MIX 25-141, GEN ROADSIDE	2,700	SQ YD	\$1.45	\$3,915.00	1,563	\$2,266.35	4,674	\$6,777.30
231	HYDROMULCH TYPE 5 W/ SEED MIX 35-241, NATIVE GEN ROADSIDE	1,170	SQ YD	\$1.55	\$1,813.50	1,601	\$2,481.55	1,601	\$2,481.55
232	HYDROMULCH TYPE 5 W/ SEED MIX 34-262, NATIVE WET PRAIRIE	1,270	SQ YD	\$1.85	\$2,349.50	1,253	\$2,318.05	1,253	\$2,318.05
233	TURF REINFORCEMENT MAT	55	SQ YD	\$10.00	\$550.00		\$0.00	0	\$0.00
234	ROCK CONSTRUCTION ENTRANCE	60	TON	\$30.00	\$1,800.00		\$0.00	0	\$0.00
	<b>SECTION 4: MILL &amp; OVERLAY CONSTRUCTION</b>								
	<i>REMOVALS:</i>								
235	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	3,000	SQ FT	\$0.50	\$1,500.00		\$0.00	1,986	\$993.00
236	REMOVE CONCRETE DRIVEWAY PAVEMENT	1,750	SQ FT	\$1.10	\$1,925.00		\$0.00	617	\$678.70
237	REMOVE BITUMINOUS PAVEMENT	1,320	SQ YD	\$3.00	\$3,960.00		\$0.00	1,532	\$4,596.00
238	REMOVE CONCRETE CURB & GUTTER	2,170	LIN FT	\$6.50	\$14,105.00		\$0.00	2,540	\$16,510.00
239	REMOVE DRAINAGE STRUCTURE	6	EACH	\$265.00	\$1,590.00		\$0.00	6	\$1,590.00
240	SALVAGE DRIVEWAY PAVERS	40	SQ FT	\$2.10	\$84.00		\$0.00	40	\$84.00
241	SAWCUT BITUMINOUS PAVEMENT (FULL DEPTH)	1,560	LIN FT	\$2.50	\$3,900.00		\$0.00	3,263	\$8,157.50
242	SAWCUT CONCRETE CURB	196	EACH	\$10.00	\$1,960.00		\$0.00	218	\$2,180.00
243	EDGE MILL - 6' WIDTH 0-2" DEPTH	7,500	SQ YD	\$1.25	\$9,375.00		\$0.00	6,252	\$7,815.00
	<i>ROADWAY CONSTRUCTION:</i>								
244	BITUMINOUS PATCH - STANDARD	1,120	SQ YD	\$23.50	\$26,320.00		\$0.00	1,532	\$36,002.00
245	BITUMINOUS PATCH - HEAVY DUTY	920	SQ YD	\$37.10	\$34,132.00		\$0.00	506	\$18,772.60
246	BITUMINOUS WEAR COURSE OVERLAY TYPE SP 9.5	2,560	TON	\$58.20	\$148,992.00		\$0.00	2,191	\$127,516.20
247	BITUMINOUS LEVELING COURSE OVERLAY TYPE SP 9.5	150	TON	\$58.20	\$8,730.00		\$0.00	282	\$16,412.40
248	BITUMINOUS CRACK FILLING	10,500	LIN FT	\$1.32	\$13,860.00		\$0.00	23,463	\$30,971.16
249	CONSTRUCT SPEED TABLE	1	EACH	\$800.00	\$800.00	0.250	\$200.00	0.875	\$700.00
	<i>UTILITIES:</i>								
250	4" PERF PE DRAINTILE (PEA ROCK FURNISHED BY CITY)	1,300	LIN FT	\$8.00	\$10,400.00		\$0.00	1,256	\$10,048.00
251	4" PIPE DRAIN CLEANOUT	9	EACH	\$185.00	\$1,665.00		\$0.00	8	\$1,480.00
252	CONSTRUCT DRAINAGE STRUCTURE DESIGN R-1	14.00	LIN FT	\$144.00	\$2,016.00		\$0.00	7.00	\$1,008.00
253	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4022	25.00	LIN FT	\$230.00	\$5,750.00		\$0.00	30.70	\$7,061.00
254	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4022	5.00	LIN FT	\$412.00	\$2,060.00		\$0.00	4.79	\$1,973.48
255	12" RC PIPE SEWER DESIGN 3006 CLASS V	130	LIN FT	\$39.00	\$5,070.00		\$0.00	128	\$4,992.00
256	18" RC ARCH EQ PIPE SEWER DESIGN 3006 CLASS V	31	LIN FT	\$47.50	\$1,472.50		\$0.00	31	\$1,472.50
257	CASTING ASSEMBLY (STORM)	8	EACH	\$690.00	\$5,520.00		\$0.00	8	\$5,520.00
258	EXTERNAL CHIMNEY SEAL	13	EACH	\$153.00	\$1,989.00		\$0.00	8	\$1,224.00
259	CONNECT TO EXISTING STORM STRUCTURE	1	EACH	\$976.00	\$976.00		\$0.00	1	\$976.00
260	CONNECT EXISTING STORM PIPE TO STRUCTURE	7	EACH	\$976.00	\$6,832.00		\$0.00	9	\$8,784.00
261	CONNECT DRAINTILE TO EXISTING STRUCTURE	6	EACH	\$106.00	\$636.00		\$0.00	7	\$742.00
262	INSTALL SAFL BAFFLE	2	EACH	\$5,803.00	\$11,606.00		\$0.00	2	\$11,606.00
263	INSTALL PRESERVER SKIMMER	1	EACH	\$3,693.00	\$3,693.00		\$0.00	1	\$3,693.00
264	SUMP PUMP SERVICE LINE CONNECTION	20	EACH	\$400.00	\$8,000.00		\$0.00	18	\$7,200.00
265	ADJUST FRAME AND RING CASTING (DUCTILE IRON RING INSERT)	34	EACH	\$175.00	\$5,950.00		\$0.00	34	\$5,950.00
266	ADJUST CASTING (REMOVE BIT, ADJUST CASTING, PATCH BIT)	9	EACH	\$265.00	\$2,385.00		\$0.00	0	\$0.00
267	ADJUST GATE VALVE BOX	16	EACH	\$300.00	\$4,800.00		\$0.00	16	\$4,800.00
268	REGROUT STRUCTURE <i>SIDEWALK, DRIVEWAYS, SIGNAGE:</i>	2	EACH	\$265.00	\$530.00		\$0.00	0	\$0.00

Application Number: 7

Application Date: 10/28/2016

Period to: 9/17/2016-10/21/2016

BMI Project Number: C12.109751

Item No.	Description of Work	A Original Plan Quantity	Unit of Measure	B Bid Price	C Contract Amount	D Current Pay Application		E Total Quantity to Date	Total Amount Completed (B x E)
						Quantity	Amount (B x D)		
269	INSTALL SALVAGED DRIVEWAY PAVERS	40	SQ FT	\$11.10	\$444.00		\$0.00	0	\$0.00
270	CONCRETE CURB & GUTTER (ALL STYLES)	2,170	LIN FT	\$18.40	\$39,928.00		\$0.00	1,475	\$27,140.00
271	6" CONCRETE PEDESTRIAN RAMP	170	SQ FT	\$8.40	\$1,428.00		\$0.00	0	\$0.00
272	TRUNCATED DOMES	12	SQ FT	\$44.30	\$531.60		\$0.00	0	\$0.00
273	6" CONCRETE DRIVEWAY PAVEMENT - STANDARD	830	SQ FT	\$5.80	\$4,814.00		\$0.00	0	\$0.00
274	6" CONCRETE DRIVEWAY PAVEMENT - HEAVY DUTY	920	SQ FT	\$6.40	\$5,888.00		\$0.00	617	\$3,948.80
275	3" BITUMINOUS PATCH - DRIVEWAY/TRAIL	130	SQ YD	\$18.00	\$2,340.00		\$0.00	101	\$1,818.00
276	BITUMINOUS DRIVEWAY PATCH - HEAVY DUTY	210	SQ YD	\$24.75	\$5,197.50		\$0.00	120	\$2,970.00
	<i>EROSION CONTROL AND RESTORATION:</i>							0	
277	HYDROMULCH TYPE 5 W/ STATE SEED MIX 25-151 & FERT TYPE 3	880	SQ YD	\$1.50	\$1,320.00		\$0.00	1,423	\$2,134.50
	<i>PAVEMENT MARKINGS:</i>								
278	4" SOLID LINE WHITE - EPOXY	160	LIN FT	\$3.17	\$507.20		\$0.00	0	\$0.00
279	CROSSWALK MARKING - EPOXY	140	SQ FT	\$4.65	\$651.00		\$0.00	0	\$0.00
280	24" STOP BAR WHITE - EPOXY	40	LIN FT	\$7.40	\$296.00		\$0.00	0	\$0.00
281	SPEED TABLE ARROW - EPOXY	2	EACH	\$265.00	\$530.00		\$0.00	0	\$0.00
	<b>SECTION 5: CSAH 10 TRAIL</b>								
	<i>REMOVALS:</i>								
282	CLEAR AND GRUB BRUSH & BUSHES	1	LUMP SUM	\$750.00	\$750.00		\$0.00	0	\$0.00
283	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	80	LIN FT	\$4.00	\$320.00	207	\$828.00	207	\$828.00
	<i>TRAIL CONSTRUCTION:</i>								
284	COMMON EXCAVATION (EV)	270	CU YD	\$45.60	\$12,312.00		\$0.00	270	\$12,312.00
285	COMMON BORROW (LV)	650	CU YD	\$4.00	\$2,600.00		\$0.00	650	\$2,600.00
286	TOPSOIL BORROW (LV)	290	CU YD	\$22.00	\$6,380.00		\$0.00	0	\$0.00
287	3" TYPE SP 9.5 BITUMINOUS TRAIL PAVEMENT	500	SQ YD	\$28.50	\$14,250.00	466	\$13,281.00	466	\$13,281.00
288	6" CONCRETE PEDESTRIAN RAMP	300	SQ FT	\$9.00	\$2,700.00		\$0.00	0	\$0.00
289	TRUNCATED DOMES	36	SQ FT	\$44.30	\$1,594.80		\$0.00	0	\$0.00
	<i>UTILITIES:</i>								
290	27" RC PIPE SEWER DESIGN 3006 CLASS III	314	LIN FT	\$54.10	\$16,987.40		\$0.00	363	\$19,638.30
291	CONSTRUCT DRAINAGE STRUCTURE DES 48-4020	4.8	LIN FT	\$230.00	\$1,104.00		\$0.00	4.8	\$1,104.00
292	FIELD CONSTRUCT DRAINAGE MANHOLE	1	EACH	\$1,108.00	\$1,108.00		\$0.00	1	\$1,108.00
293	CASTING ASSEMBLY (STORM)	2	EACH	\$690.00	\$1,380.00		\$0.00	2	\$1,380.00
294	27" RC APRON W/ TRASHGUARD	2	EACH	\$791.00	\$1,582.00		\$0.00	1	\$791.00
EW #9	36" RC APRON W/ TRASHGUARD	1	LS	\$825.00	\$825.00		\$0.00	1	\$825.00
	<i>EROSION CONTROL AND RESTORATION:</i>								
295	SILT FENCE, TYPE PREASSEMBLED	500	LIN FT	\$1.70	\$850.00		\$0.00	0	\$0.00
296	INLET PROTECTION	2	EACH	\$250.00	\$500.00		\$0.00	0	\$0.00
297	EROSION CONTROL BLANKET CAT 2 WITH 25-141 SEED MIX	2,060	SQ YD	\$1.60	\$3,296.00	2,072	\$3,315.20	2,072	\$3,315.20
298	RIP RAP CL 3	9.9	CU YD	\$122.00	\$1,207.80	9.9	\$1,207.80	9.9	\$1,207.80
299	STRAW MULCH BIOLOG	100	LIN FT	\$5.00	\$500.00	240	\$1,200.00	240	\$1,200.00
	<i>PAVEMENT MARKINGS:</i>								
300	4" SOLID LINE WHITE-EPOXY	180	LIN FT	\$0.37	\$66.60		\$0.00	0	\$0.00
301	CROSSWALK MARKING-EPOXY	234	SQ FT	\$4.65	\$1,088.10		\$0.00	0	\$0.00
	<b>SECTION 6: PARK IMPROVEMENTS</b>								
302	6" CONCRETE PEDESTRIAN RAMP	190	SQ FT	\$10.45	\$1,985.50	460	\$4,807.00	460	\$4,807.00
303	INSTALL PLAY AREA CONCRETE CURB	260	LIN FT	\$22.90	\$5,954.00	303	\$6,938.70	303	\$6,938.70
304	4" CONCRETE AMENITY PAD	400	SQ FT	\$6.65	\$2,660.00	105	\$698.25	105	\$698.25
305	SILT FENCE, TYPE PREASSEMBLED	360	LIN FT	\$1.75	\$630.00		\$0.00	0	\$0.00
	<b>TOTALS:</b>				<b>\$3,223,024.91</b>		<b>\$324,081.28</b>		<b>\$2,744,971.41</b>



## REQUEST FOR CITY COUNCIL ACTION

<b>Meeting Date:</b>	November 07, 2016
<b>Item Name:</b>	Lodging Tax Funds Request – Waconia CVB
<b>Originating Department:</b>	Finance
<b>Presented by:</b>	Nicole Lueck, Finance Director

<b>Previous Council Action</b> (if any):						
<b>Item Type (X only one):</b>	Consent	X	Regular Session		Discussion Session	

***RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED*** (Include motion in proper format.)

Motion to Approve Request for Lodging Tax Reimbursement from the Waconia CVB for Expenditures Incurred in June – November 2016

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

The Waconia Chamber Convention & Visitors Bureau (CVB) has requested a lodging tax reimbursement for expenditures accrued in June – November 2016. Staff reviewed the request for reimbursement and supporting invoices as approved by the CVB. Lodging tax funds are currently available for payment of these expenditures.

Staff recommends approval of the request in the amount of \$15,867.00.

<p><b><i>FINANCIAL IMPLICATIONS:</i></b> Funding Sources &amp; Uses: Lodging Tax Fund</p>	<p><b><i>ADVISORY BOARD RECOMMENDATIONS:</i></b></p>										
<p>Budget Information:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; text-align: center;"><input checked="" type="checkbox"/></td> <td>Budgeted</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Non Budgeted</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Amendment Required</td> </tr> </table>	<input checked="" type="checkbox"/>	Budgeted	<input type="checkbox"/>	Non Budgeted	<input type="checkbox"/>	Amendment Required	<table style="width: 100%; border-collapse: collapse;"> <tr><td>Planning Commission</td></tr> <tr><td>Parks and Recreation Board</td></tr> <tr><td>Safari Island Advisory Board</td></tr> <tr><td>Other</td></tr> </table>	Planning Commission	Parks and Recreation Board	Safari Island Advisory Board	Other
<input checked="" type="checkbox"/>	Budgeted										
<input type="checkbox"/>	Non Budgeted										
<input type="checkbox"/>	Amendment Required										
Planning Commission											
Parks and Recreation Board											
Safari Island Advisory Board											
Other											



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b>	November 7, 2016						
<b>Item Name:</b>	BIG Athletics – Building Code Compliance Revolving Loan Forgiveness						
<b>Originating Department:</b>	Finance						
<b>Presented by:</b>	Nicole Lueck, Finance Director						
<b>Previous Council Action (if any):</b>	Resolution 2011-169 : Resolution Approving Revolving Loan Request Submitted by BIG Athletics – Approved on September 6, 2011						
<b>Item Type (X only one):</b>	<table border="1"> <tr> <td>Consent</td> <td>X</td> <td>Regular Session</td> <td></td> <td>Discussion Session</td> <td></td> </tr> </table>	Consent	X	Regular Session		Discussion Session	
Consent	X	Regular Session		Discussion Session			

**RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED** *(Include motion in proper format.)*

Adopt Resolution 2016-206, Approving Forgiveness of Remaining Principal Balance for Building Code Compliance Revolving Loan for BIG Athletics

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

On September 6, 2011, the City Council approved two revolving loans for BIG Athletics. BIG Athletics was approved for a traditional revolving loan totaling \$61,450 and a building code compliance revolving loan totaling \$20,500. Both loans were approved for tenant space improvements including restrooms and a sprinkler system for their location on Marketplace Drive. Both loans were originally secured with a mortgage on property owned by BIG Athletics. When the traditional revolving loan was paid off early (May 2014), the owner switched the security for the building code compliance loan to a letter of credit.

The building code compliance revolving loan was amortized for 10 years according to the revolving loan fund policy and is eligible for forgiveness after 5 years of on time payments and full compliance with the policy. BIG Athletics has met these requirements and is eligible to have the rest of the principal due on the loan forgiven as of October 2, 2016. Their final payment due was on October 1, 2016.

After the October 1, 2016 payment posted, the remaining principal due on the loan is \$10,767.79. Over the course of the last 5 years, BIG Athletics has paid repaid \$9,732.21 in principal and \$1,548.80 in interest.

Staff recommends forgiveness of the remaining principal due on the building code compliance loan as of October 2, 2016 and release of the letter of credit being held for repayment of the loan. The outstanding principal written off will be shown as a 2016 expense in the revolving loan fund.

<b>FINANCIAL IMPLICATIONS:</b> Funding Sources & Uses: Revolving Loan Fund (202)	<b>ADVISORY BOARD RECOMMENDATIONS:</b>
Budget Information:	Planning Commission
_____ Budgeted	Parks and Recreation Board
_____ Non Budgeted	Safari Island Advisory Board
_____ Amendment Required	Other

**CITY OF WACONIA  
RESOLUTION NO. 2016-206**

**RESOLUTION APPROVING FORGIVENESS OF REMAINING PRINCIPAL  
BALANCE FOR BUILDING CODE COMPLIANCE REVOLVING LOAN  
FOR BIG ATHLETICS**

**WHEREAS**, BIG Athletics was approved for one traditional and one building code compliance revolving loan on September 6, 2011 with resolution 2011-169; and

**WHEREAS**, BIG Athletics paid off their traditional revolving loan in May of 2014 and has remained in compliance with the building code compliance loan throughout the last 5 years; and

**WHEREAS**, the building code compliance revolving loan was amortized for 10 years according to the revolving loan fund policy and is eligible for forgiveness after 5 years of on time payments and full compliance with the policy; and

**WHEREAS**, BIG Athletics has met these requirements and is eligible to have the remaining principal due on the loan forgiven as of October 2, 2016 with their final payment paid on October 1, 2016.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Waconia, Minnesota, hereby approves the forgiveness of the remaining principal due of \$10,767.79 on the building code compliance loan as of October 2, 2016 and release of the letter of credit being held for repayment of the loan.

Adopted by the City Council of the City of Waconia this 7th day of November, 2016.

\_\_\_\_\_  
James P. Sanborn, Mayor

ATTEST: \_\_\_\_\_  
Susan MH Arntz, City Administrator

M/_____	Erickson	_____
	Bloudek	_____
S/_____	Carrier	_____
	Ayers	_____
	Sanborn	_____



## REQUEST FOR CITY COUNCIL ACTION

<b>Meeting Date:</b>	November 7, 2016				
<b>Item Name:</b>	Approving Mutual Agreement for 2016-2017 Winter Towing Services Provided by Colony Plaza of Waconia, Minnesota				
<b>Originating Department:</b>	Public Services				
<b>Presented by:</b>	Craig Eldred, Public Services Director				
<b>Previous Council Action (if any):</b>	None				
<b>Item Type (X only one):</b>	Consent	X	Regular Session	Discussion Session	

***RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED (Include motion in proper format.)***

Adopt Resolution 2016-207; Approving Mutual Agreement for 2016-2017 Winter Towing Services Provided by Colony Plaza of Waconia

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

Each winter season Public Service staff members providing winter maintenance services of snow removal experience vehicles not conforming to the parking requirements set forth by ordinance. Since 2012 staff have worked with Colony Plaza on improving the winter towing services and made minor changes to its structure as needed. Services and costs for 2016-2017 will be the same as those set forth in 2015-2016 and are detailed below.

Service	Fee
Towing	\$65.00
City's Administrative Fee	\$45.00
Colony's Administrative Fee	\$25.00
Day Storage Fee (Exceeding 48 Hours)	\$30.00
Total Fee Minimum	\$135.00

Fees collected by Colony Plaza on the City's behalf are passed back on a monthly basis and reconciled by Finance staff. In addition, City staff work with Colony Plaza to minimize the "Day Storage" fee for vehicles which are not claimed or abandoned permanently. Such vehicles are moved to Public Services and properly disposed of by practices set forth in the City's ordinance.

Staff recommends approval of this request for action, continuing a positive working relationship with Colony Plaza for winter towing services.

<p><b><i>FINANCIAL IMPLICATIONS:</i></b></p> <p>Funding Sources &amp; Uses: General Fund - Streets</p> <p>Budget Information:</p> <table style="width: 100%;"> <tr> <td style="width: 10%; text-align: center;"><input checked="" type="checkbox"/></td> <td>Budgeted</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Non Budgeted</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Amendment Required</td> </tr> </table>	<input checked="" type="checkbox"/>	Budgeted	<input type="checkbox"/>	Non Budgeted	<input type="checkbox"/>	Amendment Required	<p><b><i>ADVISORY BOARD RECOMMENDATIONS:</i></b></p> <p>Planning Commission</p> <p>Parks and Recreation Board</p> <p>Safari Island Advisory Board</p> <p>Other</p>
<input checked="" type="checkbox"/>	Budgeted						
<input type="checkbox"/>	Non Budgeted						
<input type="checkbox"/>	Amendment Required						

**CITY OF WACONIA  
RESOLUTION NO. 2016-207**

**RESOLUTION APPROVING MUTUAL AGREEMENT FOR 2016-2017 WINTER  
TOWING SERVICES PROVIDED BY COLONY PLAZA OF WACONIA**

**WHEREAS**, one of the City’s Key Outcomes is to “Maintain Multi-Modal Transportation Infrastructure System”; and

**WHEREAS**, the City annually works with Colony Plaza on vehicle removal to conduct winter maintenance snow removal activities; and

**WHEREAS**, staff has reviewed fees associated with the process with Colony Plaza and ensured compliance with the City’s fee schedule as listed in Ordinance 1100; and

**WHEREAS**, both parties agree to the financial terms of the mutual agreement for ease of service delivery and for financial tracking purposes.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Waconia, Minnesota hereby approves the mutual agreement for 2016-2017 winter towing services provided by Colony Plaza of Waconia.

Adopted by the City Council of the City of Waconia this 7<sup>th</sup> day of November, 2016.

\_\_\_\_\_  
James P. Sanborn, Mayor

Attest: \_\_\_\_\_  
Susan MH Arntz, City Administrator

M/ _____	Erickson	_____
	Bloudek	_____
S/ _____	Carrier	_____
	Ayers	_____
	Sanborn	_____



## Mutual Agreement for 2016 – 2017 Winter Maintenance Towing Services Provided by Colony Plaza of Waconia, Minnesota and the City of Waconia

This agreement is in good standing with Colony Plaza and the City of Waconia for services rendered for movement, storage and fee collection of vehicles removed to conduct winter maintenance services throughout the Waconia Community per \*Ordinance 634.01.

Fees collected are listed within the City’s fee schedule; Section 1100 of the City Ordinance and are updated on an annual basis. Said fees are listed in the table below:

Service	Fee
Towing	\$65.00
City’s Administration Fee	\$45.00
Colony’s Administration Fee	\$25.00
Day Storage Fee (Exceeds 48 Hrs.)	\$30.00
<b>Fee Total (Minimum)</b>	<b>\$135.00</b>

All fees must be paid in full to Colony Plaza prior to obtaining vehicle from storage. Said fees will be administered by Colony Plaza and City fees reimbursed on a monthly basis.

\*City Ordinance 634.01 Winter Parking

Subd. 1. Winter Parking. No person shall park or leave standing any vehicle, whether attended or unattended, upon any avenue, street or highway within the City between the hours of 12 Midnight and 8:00 a.m. from November 1 through April 1.

**Colony Plaza Representative:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**City Representative:** \_\_\_\_\_ **Date:** \_\_\_\_\_



## REQUEST FOR CITY COUNCIL ACTION

<b>Meeting Date:</b>	November 7, 2016
<b>Item Name:</b>	Donation Acceptance – Cash Donation for Community Garden Planter Box Water Feature
<b>Originating Department:</b>	Finance
<b>Presented by:</b>	Nicole Lueck

**Previous Council Action (if any):**

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

Adopt Resolution No. 2016-208, Accepting Donation of Cash for Construction of Community Garden Planter Box Water Feature at Brook Peterson Park

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

The City of Waconia received \$329.78 in cash from Waconia Boy Scout Troop 3327. An Eagle Scout from the troop constructed the planter boxes located on the east side of the Ice Arena facility earlier this year. The cash was donated for the construction of a water feature that will service the garden planter boxes already in use by the community. The donation revenue and expenditures will be recognized in the park’s operating budget in the General Fund.

Staff is appreciate of the donation and recommends acceptance.

<p><b><i>FINANCIAL IMPLICATIONS:</i></b> Funding Sources &amp; Uses: General Fund – Parks</p> <p>Budget Information:</p> <table style="width: 100%;"> <tr> <td style="width: 10%;"></td> <td>Budgeted</td> </tr> <tr> <td style="text-align: center;">X</td> <td>Non Budgeted</td> </tr> <tr> <td></td> <td>Amendment Required</td> </tr> </table>		Budgeted	X	Non Budgeted		Amendment Required	<p><b><i>ADVISORY BOARD RECOMMENDATIONS:</i></b></p> <p>Planning Commission Parks and Recreation Board Safari Island Advisory Board Other</p>
	Budgeted						
X	Non Budgeted						
	Amendment Required						

**CITY OF WACONIA  
RESOLUTION NO. 2016-208**

**RESOLUTION ACCEPTING DONATION OF CASH FOR CONSTRUCTION OF  
COMMUNITY GARDEN PLANTER BOX WATER FEATURE AT BROOK PETERSON PARK**

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

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

<u>Name of Donor</u>	<u>Item</u>	<u>Value</u>	<u>Department</u>
Waconia Boy Scout Troop 3327	Cash	\$329.78	Parks Operating

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

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

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

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

Adopted by the City Council of the City of Waconia this 7<sup>th</sup> day of November, 2016.

\_\_\_\_\_  
James P. Sanborn, Mayor

ATTEST: \_\_\_\_\_  
Susan MH Arntz, City Administrator

M/_____	Erickson	_____
	Bloudek	_____
S/_____	Carrier	_____
	Ayers	_____
	Sanborn	_____



## REQUEST FOR CITY COUNCIL ACTION

<b>Meeting Date:</b>	November 7, 2016				
<b>Item Name:</b>	Modify Interfund Loan – Sanitary Sewer Fund to Capital Project Fund for Clearwater Shores Housing Improvement Area Project				
<b>Originating Department:</b>	Finance				
<b>Presented by:</b>	Nicole Lueck				
<b>Previous Council Action (if any):</b>	Resolution 2014-169: Resolution Approving Interfund Loan from Sanitary Sewer Fund to Capital Project Fund for Clearwater Shores Housing Improvement Area – Approved on July 21, 2014				
<b>Item Type (X only one):</b>	Consent	X	Regular Session	Discussion Session	

***RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED (Include motion in proper format.)***

Adopt Resolution 2016-209, Approving Modification to Interfund Loan from the Sanitary Sewer Fund to the Capital Project Fund for Clearwater Shores Housing Improvement Area Project

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

After the establishment of the Clearwater Shores Housing Improvement Area (HIA) under Ordinance No. 584 on June 16, 2014, the City Council approved a resolution to transfer funds from the City’s sanitary sewer fund to the capital fund established for the Clearwater Shores HIA project. The original loan amount approved was \$500,000. The loan was to be repaid with interest over the course of 15 years which coincides with the special assessments approved with the housing improvement project.

On November 7, 2015, the City Council approved modifications to the Clearwater Shores HIA project that increased the scope of the project and increased the assessment amounts to the property owners. This increase in scope increased the total assessment amount for the project from an estimated \$500,000 to \$803,000. With this change in scope and the fact that none of the property owners prepaid their assessment, the interfund loan needed to be increased \$303,000. This task was not completed in 2015. Adjusting the interfund loan now will coincide with the special assessments already in place for 2016 and ensure sufficient cash for the continuing project costs. The project is expected to be completed in spring of 2017.

The sanitary sewer fund has enough cash to loan the money to the capital project fund and will receive interest over the course of the next 15 years for doing so. The estimated 2016 year end cash balance for the sanitary sewer fund after the additional interfund loan is \$1,953,000. The average annual principal repaid on the loan over the course of the next 15 year is \$53,533. The average annual interest paid to the fund for loaning the money to complete this project is \$12,617. Repayment of the loan is strictly from special assessments paid by the 5 property owners assessed for the improvements.

Staff recommends the total interfund loan be increased from \$500,000 to \$803,000. The annual approved budgets for these funds will show an interfund transfer from the Clearwater Shores HIA capital project fund to the sanitary sewer fund for payment of principal and interest on this interfund loan.

<p><b><i>FINANCIAL IMPLICATIONS:</i></b></p> <p>Funding Sources &amp; Uses: Capital Project Fund – Clearwater Shores HIA (420) &amp; Sanitary Sewer Fund (602)</p>	<p><b><i>ADVISORY BOARD RECOMMENDATIONS:</i></b></p>						
<p>Budget Information:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; border-bottom: 1px solid black;"></td> <td>Budgeted</td> </tr> <tr> <td style="text-align: center; border-bottom: 1px solid black;">X</td> <td>Non Budgeted</td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td>Amendment Required</td> </tr> </table>		Budgeted	X	Non Budgeted		Amendment Required	<p>Planning Commission</p> <p>Parks and Recreation Board</p> <p>Safari Island Advisory Board</p> <p>Other</p>
	Budgeted						
X	Non Budgeted						
	Amendment Required						

**CITY OF WACONIA  
RESOLUTION NO. 2016-209**

**RESOLUTION APPROVING MODIFICATION TO INTERFUND LOAN FROM THE  
SANITARY SEWER FUND TO THE CAPITAL PROJECT FUND FOR CLEARWATER  
SHORES HOUSING IMPROVEMENT AREA PROJECT**

**WHEREAS**, the City Council approved Ordinance No. 684 on June 16, 2014 which established the Clearwater Shores Housing Improvement Area; and

**WHEREAS**, with creation of the district, the City Council approved an interfund loan from the sanitary sewer fund (602) to the capital project fund for Clearwater Shores Housing Improvement Area (420) totaling \$500,000 with Resolution No. 2014-169 on July 21, 2014; and

**WHEREAS**, with approved increases to the scope of the project leading to increased assessments to the property owners and no prepayment of assessments, the interfund loan needed to be increased from \$500,000 to \$803,000; and

**WHEREAS**, the terms of the interfund loan remain the same as established in the original interfund loan resolution and are reconfirmed as listed below; and

**WHEREAS**, the loan will be repaid by the property owners in the Clearwater Shores Association with special assessments bearing interest of 2.77% and paid over the course of 15 years; and

**WHEREAS**, City staff will annually sweep all special assessment, interest, and penalty payments from the capital project fund established for the Clearwater Shores Housing Improvement Area (420) to the sanitary sewer fund (602) as repayment of the interfund loan.

**NOW, THEREFORE, BE IT RESOLVED** the City Council of the City of Waconia, Minnesota hereby approves a modification to the interfund loan from the sanitary sewer fund to the capital project fund for the Clearwater Shores Housing Improvement Area from \$500,000 to \$803,000.

Adopted by the City Council of Waconia, Minnesota this 7<sup>th</sup> day of November, 2016.

\_\_\_\_\_  
James P. Sanborn, Mayor

ATTEST: \_\_\_\_\_  
Susan MH Arntz, City Administrator

M/_____	Erickson	_____
	Bloudek	_____
S/_____	Carrier	_____
	Ayers	_____
	Sanborn	_____



## REQUEST FOR CITY COUNCIL ACTION

<b>Meeting Date:</b>	November 7, 2016				
<b>Item Name:</b>	Approval of Property Transfers From Waterford Master Association to the City of Waconia				
<b>Originating Department:</b>	Public Services				
<b>Presented by:</b>	Craig Eldred, Public Services Director				
<b>Previous Council Action (if any):</b>	October 17, 2016; City Council Work Session				
<b>Item Type (X only one):</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Consent</td> <td style="width: 25%; text-align: center;">X</td> <td style="width: 25%;">Regular Session</td> <td style="width: 25%;">Discussion Session</td> </tr> </table>	Consent	X	Regular Session	Discussion Session
Consent	X	Regular Session	Discussion Session		

**RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED** *(Include motion in proper format.)*

**Adopt Resolution 2016-210; Approval of Property Transfers From Waterford Master Association to the City of Waconia**

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

On October 17<sup>th</sup> staff reviewed with the City Council in a work session format the inquiry letter provided and attached from the Waterford Master Association Board of Director's who desire to transfer ownership of property to the City by the process of quick claim deed. All costs associated with property transfers would be incurred by the Waterford Master Association.

The following parcel are being requested for transfer:

1. Parcel adjacent Ravencroft Road shown as Lot 1 of Block 8 including the parking lot
2. Outlot A, dead end street segment of Tiffany Lane
3. Outlot B, dead end street segment of Barton Street
4. Outlot S & R, median areas of Lenox Drive and Ravencroft Road
5. Transition of maintenance of sidewalk adjacent Sparrow Road located within Block 4, Lots 1 through 8 of Tiffany Lane

As discussed in the work session the acquisition of these parcels would assist current and future Park development in terms of access and enhanced growth. Staff currently maintain sidewalks and trails adjacent Sparrow Road and can manage the additional sidewalk system with little expense.

If approved by the City Council, the Waterford Master Association Board would hold a vote to approve, or disapprove the transfer of property to the City as listed above and provided in the overviews.

Staff recommends approval of this request for action allowing property transfers from the Waterford Master Association to the City of Waconia.

<p><b>FINANCIAL IMPLICATIONS:</b></p> <p>Funding Sources &amp; Uses:</p> <p>Budget Information:</p> <table style="width: 100%;"> <tr> <td style="width: 10%;"></td> <td>Budgeted</td> </tr> <tr> <td style="text-align: center;">X</td> <td>Non Budgeted</td> </tr> <tr> <td></td> <td>Amendment Required</td> </tr> </table>		Budgeted	X	Non Budgeted		Amendment Required	<p><b>ADVISORY BOARD RECOMMENDATIONS:</b></p> <p>Planning Commission</p> <p>Parks and Recreation Board</p> <p>Safari Island Advisory Board</p> <p>Other</p>
	Budgeted						
X	Non Budgeted						
	Amendment Required						

**CITY OF WACONIA  
RESOLUTION NO. 2016-210**

**RESOLUTION AUTHORIZING APPROVAL OF PROPERTY TRANSFERS FROM  
WATERFORD MASTER ASSOCIATION TO THE CITY OF WACONIA**

**WHEREAS**, one of the City’s Key Outcomes is to “Establish and Maintain Great Parks and Trails”; and

**WHEREAS**, the City received a letter of inquiry whereby the Waterford Master Association Board of Directors desired Council’s approval for transfer of property; and

**WHEREAS**, the inquiry was discussed on October 17<sup>th</sup>, 2016 as part of a Work Session format whereby it was proposed to be brought before the City Council for consideration of approval; and

**WHEREAS**, the parcels considered for transfer are provided in detail below

1. Parcel adjacent Ravencroft Road shown as Lot 1 of Block 8 including parking lot
2. Outlot A, dead end street segment of Tiffany Lane
3. Outlot B, dead end street segment of Barton Street
4. Outlots S & R, median areas of Lenox Drive and Ravencroft Road
5. Transition of maintenance of sidewalk adjacent Sparrow Road located within Block 4, Lots 1 through 8 of Tiffany Lane; and

**WHEREAS**, fees for quick claim transfer be borne by the Waterford Master Association.

**NOW, THEREFORE, BE IT RESOLVED** That the City Council of the City of Waconia hereby authorizes approval of property transfers from Waterford Master Association to the City of Waconia.

Adopted by the City Council of the City of Waconia this 7th day of November, 2016.

\_\_\_\_\_  
James P. Sanborn, Mayor

Attest: \_\_\_\_\_  
Susan MH Arntz, City Administrator

M/ _____	Erickson	_____
	Bloudek	_____
S/ _____	Carrier	_____
	Ayers	_____
	Sanborn	_____

September 19, 2016

Waconia City Council  
201 S. Vine Street  
Waconia, MN 55387

To Whom It May Concern:

The Waterford Master Association (WMA) Board of Directors would like to inquire if the City of Waconia has interest in the following properties currently owned and maintained by the WMA.

Properties to be included are:

- Area designated as "8" in the south east quadrant of the Waterford Pond.
  - o This area includes the parking lot near the Waterford Park owned by the City of Waconia.
- Outlot A at the west end of Tiffany Lane
- Outlot B at the north end of Barton Street
- Outlots S and R
  - o Currently these outlots each contain a monument, shrubs, trees and grass. The Waterford Master Association Board would be open to removal of the monuments if the City desires.
- Transition maintenance of the right-of-way sidewalk on the south side of block "4".

Attached is the the Waterford 2<sup>nd</sup> Addition, Plat File Number 1397A with the above areas highlighted.

If the City of Waconia is interested, a vote will be presented to the WMA homeowners, who must per WMA rules, approve the transfer of property. If the required number of homeowner votes are received, the Waterford Master Association would transfer the properties via a quit claim deed.

Thank you,  
The Waterford Master Association Board of Directors



Alice Minor  
Waterford Master President



Theresa Schmitz  
Waterford Master Vice President

OFFICIAL PLAT

# WATERFORD

## INSET D

(From sheet 2 of S. 306614)

PLAT FILE NO. 1397A  
C.R. DOC. NO. 423473



Scale  
0 60 120 180  
Feet  
Scale 1 inch= 60 feet

D. Center 1.27 inch x 14 inch size minimum is set and marked by P.L.S. Registration No. 2007

The orientation of this bearing system is based on the orientation of the bearing system in sheet 2 of S. 306614, page 25, which is assumed to bear S 20°25'47.7\"/>

Drainage and Utility Easements are shown here



Being 5 feet in width, unless otherwise indicated, and adjoining lot lines, and 10 feet in width, unless otherwise indicated, and adjoining street right-of-way lines, as shown on this plat.

**WESTWOOD**  
Professional Services, Inc.

Sheet 6 of 6 sheets

OFFICIAL PLAT

# WATERFORD INSET A

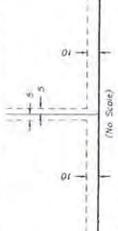
(From sheet 2 of 6 sheets)

PLAT FILE NO. 1397A  
C.R. DOC. NO. 423473

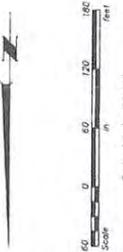
0. Dimensions 1/2 inch = 10 feet, unless otherwise noted and marked by R.L.S. Registration No. 2002.

The orientation of the survey system is based on the meridian of the U.S. Standard Time Zone, R.P. 25, which is assumed to bear 2,000°24'1" E.

Drainage and Utility Comments are shown thus:



Being 5 feet in width, unless otherwise indicated, and adjoining lot lines, and 10 feet in width, unless otherwise indicated, for easements (if any) along and near lot lines, as shown on the plat.



WESTWOOD  
Professional Services, Inc.

Sheet 3 of 6 sheets





## REQUEST FOR CITY COUNCIL ACTION

<b>Meeting Date:</b>	November 7, 2016				
<b>Item Name:</b>	Authorize Public Services Director to Sign Operations and Maintenance Agreement for In Towne Marina Sediment Reduction Project				
<b>Originating Department:</b>	Public Services				
<b>Presented by:</b>	Craig Eldred, Public Services Director				
<b>Previous Council Action (if any):</b>	None				
<b>Item Type (X only one):</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;">Consent</td> <td style="width: 25%; border: 1px solid black; text-align: center;"><input checked="" type="checkbox"/></td> <td style="width: 25%; border: 1px solid black;">Regular Session</td> <td style="width: 25%; border: 1px solid black;">Discussion Session</td> </tr> </table>	Consent	<input checked="" type="checkbox"/>	Regular Session	Discussion Session
Consent	<input checked="" type="checkbox"/>	Regular Session	Discussion Session		

***RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED (Include motion in proper format.)***

**Adopt Resolution 2016-211; Authorize Public Services Director to Sign Operations and Maintenance Agreement for In Towne Marina Sediment Reduction Project**

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

As Council Members are aware the City of Waconia and Carver County Water Management Organization have been working diligently to make improvements within Lake Waconia’s watershed. Recent projects include advanced drainage and reduction of storm water run-off from parking areas near HEI and Iron Tap located on Main Street.

One additional target area with impacts to the Lake is In Towne Marina’s property located at 8 East Lake Street. City and CCWMO staff have been working with the Mase Family for approximately twelve months on development of site improvements which would assist in reducing red-rock run-off from the marina site. In late September a final set of plans were approved which would include the addition of hard surfacing, granite rock infiltration with drain tile, sediment capture areas from the hard surfaces, and installation of Pave Drain in Elm Street.

Attached you will find plan sheet two of five showing the improvements proposed for the site along with a copy of the Operations and Maintenance Agreement for signature. The City’s major involvement in the improvements is bituminous paving, bituminous curb, and some minor concrete curb to support a rain guardian installation. Maintenance of the Pave Drain and sediment catchment basins are included for a period of twenty-years.

Total improvement costs borne by the City will be near \$16,000.00. Total improvements are at \$77,000.00 whereby most costs are covered by Community Partner Funds acquired by the CCWMO to protect Lake Waconia. In all, approximately \$150,000.00 has been spent the last two-years through the Community Partner process for protection of Lake Waconia.

Staff recommends approval of this request to allow the Public Services Director to Sign the attached Operation and Maintenance Agreement for In Towne Marina Sediment Reduction Project.

<p><b><i>FINANCIAL IMPLICATIONS:</i></b></p> <p>Funding Sources &amp; Uses: Storm Water Contract Services</p> <p>Budget Information:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; text-align: center;"><input checked="" type="checkbox"/></td> <td>Budgeted</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Non Budgeted</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Amendment Required</td> </tr> </table>	<input checked="" type="checkbox"/>	Budgeted	<input type="checkbox"/>	Non Budgeted	<input type="checkbox"/>	Amendment Required	<p><b><i>ADVISORY BOARD RECOMMENDATIONS:</i></b></p> <p>Planning Commission</p> <p>Parks and Recreation Board</p> <p>Safari Island Advisory Board</p> <p>Other</p>
<input checked="" type="checkbox"/>	Budgeted						
<input type="checkbox"/>	Non Budgeted						
<input type="checkbox"/>	Amendment Required						

**CITY OF WACONIA  
RESOLUTION NO. 2016-211**

**RESOLUTION AUTHORIZING APPROVAL OF PUBLIC SERVICES DIRECTOR TO SIGN OPERATIONS AND MAINTENANCE AGREEMENT FOR IN TOWNE MARINA SEDIMENT REDUCTION PROJECT**

**WHEREAS**, one of the City’s Key Outcomes is to “Continually Improve Health of Lakes”; and

**WHEREAS**, the City and Carver County Water Management Organization have worked with the Mase Family on preparations of plans to reduce sediment discharge into Lake Waconia; and

**WHEREAS**, improvements include hard surfacing, granite rock infiltration with drain tile, sediment capture areas from hard surfaces, and installation of Pave Drain; and

**WHEREAS**, City impact costs are approximately \$16,000.00 and maintenance costs of Pave Drain system and sediment capture devices for twenty-years to protect Lake Waconia from increase red-rock run-off.

**NOW, THEREFORE, BE IT RESOLVED** That the City Council of the City of Waconia hereby authorizes approval of Public Services Director to sign Operations and Maintenance agreement for In Towne Marina Sediment Reduction Project.

Adopted by the City Council of the City of Waconia this 7th day of November, 2016.

\_\_\_\_\_  
James P. Sanborn, Mayor

Attest: \_\_\_\_\_  
Susan MH Arntz, City Administrator

M/ _____	Erickson	_____
	Bloudek	_____
S/ _____	Carrier	_____
	Ayers	_____
	Sanborn	_____

## Operations and Maintenance Agreement

**Landowner (1):** In Towne Marina, LLC  
c/o James Arthur Mase, Cindy Mase, James Matthew Mase, and Benjamin Mase  
8 East Lake Street  
Waconia, MN 55387  
952-442-1123  
intownemarina@gmail.com

**Landowner (2):** City of Waconia  
c/o Craig Eldred  
201 Vine Street South  
Waconia, MN 55387  
celdred@waconia.org

**Project** Paul Moline  
**Cooperator:** Planning and Water Management Manager  
600 4<sup>th</sup> Street East  
Chaska, MN 55318  
952-361-1816  
pmoline@co.carver.mn.us

**Location (County):** Carver

This agreement dated October 14<sup>th</sup>, 2016 between Landowner (1) In Towne Marina, LLC, Landowner (2) The City of Waconia, and the Project Cooperator Carver County Water Management Organization (CCWMO) is entered into in order to operate and maintain stormwater BMPs as outlined within this agreement.

This Agreement covers land in T 116, R 025, S. 13 (PID#750504540) within the following watercourse Lake Waconia (DNR ID# 10005900) as specified in the project proposal. The term of this Agreement shall be twenty (20) years, from 2017 to 2037.

### Recitals

- A) This project will include lot resurfacing on the property of which Landowner (1) is in ownership from Class 5 Aggregate to bituminous pavement and Crushed Granite Aggregate, a porous paving system on the property of which Landowner (2) is in ownership, and two rain guardians on property that both Landowner (1) and Landowner (2) are in ownership. The aforementioned practices will installed by spring of 2017. The practices aim to mitigate stormwater runoff that currently enters Lake Waconia untreated.
- B) Landowner (1) will agree to the following operation and maintenance responsibilities.
  - a. Minimizing the use of deicing agents (salt, sand) in winter
  - b. Replacing granite as needed.
  - c. Removing invasive or noxious weeds.
  - d. Removal of Rain Guardian debris as needed.
  - e. Avoid use of plows on installed Pave Drain system.
  - f. Contact the Project Cooperator with any potential issues as discovered.
- C) Landowner (2) will agree to the following operating and maintenance responsibilities.
  - a. Maintenance of the Pave Drain system by vacuuming/washing as needed.
  - b. Plowing of the Pave Drain system with specialized equipment.
  - c. Cleaning out tile system annually.

- D) The Project Cooperator will agree to the following operation and maintenance responsibilities.
  - a. Inspection of the installation and approval of system once complete.
  - b. Observation of the system functioning after installation.
- E) Attached to this agreement is an O&M document detailing all aspects of operation and maintenance for the BMPs installed during this project.
- F) Landowner (2) will coordinate with the Project Cooperator to help with the first inspection of the newly installed BMPs to ensure that all questions are answered.

I. LANDOWNER (1) RESPONSIBILITIES

- A) Landowner (1) agrees to minimize the use of winter deicing agents over pave drain areas. Minimum maintenance requirements are outlined in the Recitals, paragraph B.
- B) Landowner (1) agrees to allow the Landowner (2) access to the project for inspection and maintenance duties outlined in Recitals, paragraph C.
- C) Landowner (1) agrees to allow the Project Cooperator access to the project area for evaluation and monitoring of the project.
- D) Landowner (1) agrees to make the site available as a demonstration site to the general public with prior notification from Project Cooperator staff.

II. LANDOWNER (2) RESPONSIBILITIES

- A) Landowner (2) is responsible for maintaining the Pave Drain and Rain Guardian portions of the project. Minimum maintenance requirements are outlined in the Recitals, paragraph B.
- B) Landowner (2) agrees to the terms of operation and maintenance and monitoring outlined in the attached operation and maintenance manual.

III. PROJECT COOPERATOR RESPONSIBILITIES

- A) The Project Cooperator assumes no liability for injury or damage, other than that caused by its own negligence, in the project area. The Project Cooperator assumes no jurisdiction over the project area for purposes of controlling trespass, noxious weeds, granting rights-of-way, or other incidents of ownership. The parties agree and understand that the Project Cooperator's liability shall be limited by the provisions of Minn. Stat. § 466 and/or other applicable law.
- B) As a condition subsequent to the Project Cooperator's obligations herein, Landowner (1) and Landowner (2) must maintain the Project for a period of twenty (20) years after installation. In the event of property transfer, Landowner (2) will pursue maintenance activities with the current deed holder. Any damage to or observed lack of functionality of installed BMPs not caused by negligence by either Landowner will be repaired or replaced by direction from Project Cooperator staff.
- C) Project Cooperator staff may monitor the Project periodically to evaluate short and long-term performance. Data collected as a result of this monitoring effort will be made available to both Landowner (1) and Landowner (2) and to the general public.

IV. MISCELLANEOUS:

- A) Nothing contained in this agreement is intended or shall be construed in any manner as creating or establishing a partnership, joint venture, or agency relationship between parties.
- B) Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement.
- C) Pursuant to Minnesota Statute §16C.05, subd. 5, the parties agree that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, et., which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this Agreement. Contractor agrees to maintain these records for a period of six years from the date of termination of this Agreement.
- D) During the performance of this Agreement, the parties agree that no person shall, on the grounds of race, color, religion, age, sex, disability, marital status, sexual orientation, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination..
- E) This agreement shall be binding upon and inure to the benefit of Landowner (1), Landowner (2), and Project Cooperator staff, and their respective successors and assigns: provided, however, that neither party may assign this agreement without the prior written consent of the other. Any modification, alteration, amendments, deletions, or waivers of the provisions of this agreement will be valid only when mutually agreed upon in writing by all parties.
- F) This agreement will be effective as of the date of all signatures required below have been provided. The date of the last signature will be the date of this agreement and will be inserted in the first paragraph on page 1.
- G) This agreement will be revisited during the fifth year to evaluate the need for an extension of the agreement.

\_\_\_\_\_  
Project Cooperator (CCWMO) Date

\_\_\_\_\_  
Landowner (1) (James Arthur Mase) Date

\_\_\_\_\_  
Landowner (2)(City of Waconia) Date

\_\_\_\_\_  
Landowner(1) (Cindy Mase) Date

\_\_\_\_\_  
Landowner (1)(James Matthew Mase) Date

\_\_\_\_\_  
Landowner(1)(Benjamin Mase) Date



BENCHMARK ASSUMED

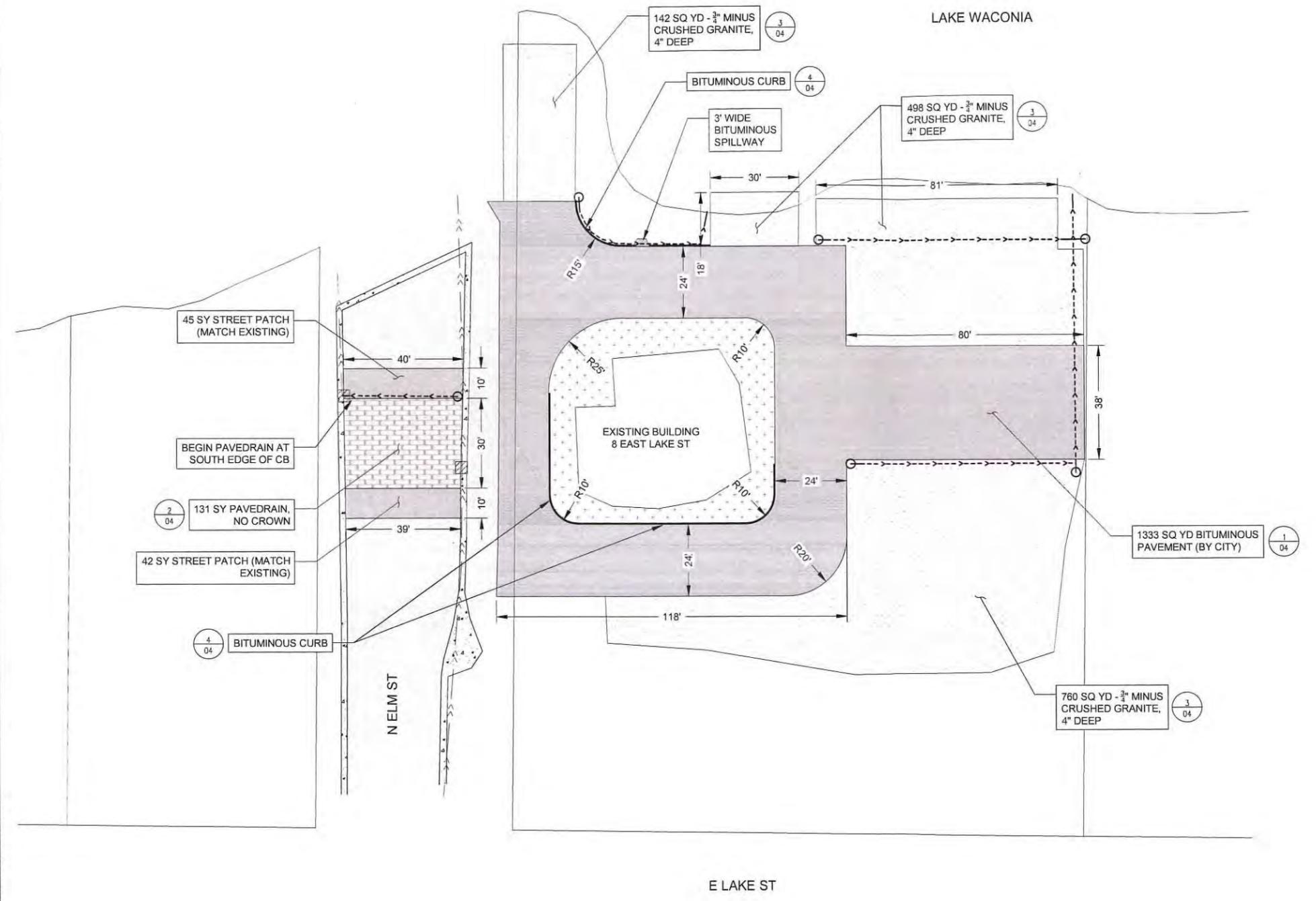


LEGEND:

- |  |                              |  |                                    |
|--|------------------------------|--|------------------------------------|
|  | EXISTING ASPHALT PAVEMENT    |  | PROPOSED BITUMINOUS (BY CITY)      |
|  | EXISTING CONCRETE            |  | PROPOSED CRUSHED GRANITE           |
|  | EXISTING STORM SEWER         |  | PROPOSED PAVEDRAIN                 |
|  | BITUMINOUS CURB              |  | PROPOSED RIPRAP                    |
|  | 4" TP UNDERDRAIN W/ CLEANOUT |  | TOPSOIL/PLANTINGS (BY OWNER)       |
|  |                              |  | DETAIL IDENTIFICATION, NO. / SHEET |

SITE DATA

- STREET REMOVAL: 218 SQ YD
- BITUMINOUS STREET PATCH: 87 SQ YD
- PAVEDRAIN: 131 SQ YD
- BITUMINOUS PARKING LOT: 1,333 SQ YD
- CRUSHED GRANITE SURFACING: 1,400 SQ YD



D:\Projects\811\811\_Plan\811\_Plan.dwg 10/2/2016 2:15:56 PM

**CIVIL METHODS, INC.**  
 1551 Livingston Avenue, Suite 104  
 West St. Paul, MN 55118  
 o:763.210.5713 | www.civilmethods.com

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

*David M. Poggi*  
 DAVID M. POGGI  
 DATE: 09-30-2016  
 LIC. NO.: 44573

DESIGNED: DMP  
 DRAWN: DMP  
 CHECKED: KEB  
 DATE / REVISION:

**CARVER COUNTY WMO**  
 600 East 4th Street  
 Chaska, MN 55318

**LAYOUT & SURFACING PLAN**  
 IN TOWNE MARINA SEDIMENT REDUCTION PROJECT  
 Waconia, MN





## REQUEST FOR CITY COUNCIL ACTION

<b>Meeting Date:</b>	November 7, 2016
<b>Item Name:</b>	Authorize Public Services Director to Prepare Requests For Proposals Guided For Removal of Structures on Sudheimer Homestead Addition Located on 10 <sup>th</sup> Street West
<b>Originating Department:</b>	Public Services
<b>Presented by:</b>	Craig Eldred, Public Services Director
<b>Previous Council Action (if any):</b>	None

<b>Item Type (X only one):</b>	Consent	<input checked="" type="checkbox"/> X	Regular Session	Discussion Session
--------------------------------	---------	---------------------------------------	-----------------	--------------------

**RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED** *(Include motion in proper format.)*

**Adopt Resolution 2016-212; Authorize Public Services Director to Prepare Requests For Proposals**

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

As Council Members are aware the City purchased the Sudheimer property located on 10<sup>th</sup> Street in preparation of the frontage roadway improvements associated with Trunk Highway Five. On the current parcel are the existing home, barn, metal shed, and some smaller scale structures.

In effort to market the property we would like to prepare Requests For Proposals to remove the existing structures. It has been discussed to salvage some components of the structures to utilize in development of the Sudheimer Park located near the Industrial Park and Waterford Development.

In addition to this effort we will need to conduct some minor storm water improvements necessary to sustain development of the corridor. City staff and our Engineering forces are working with the Carver County Management Organization on the necessary items to meet water quality improvements.

Staff would prepare the RFP documents for review by City Council prior to engaging in the process of RFP collection.

Staff recommends approval of this request for City Council Action.

<p><b>FINANCIAL IMPLICATIONS:</b></p> <p>Funding Sources &amp; Uses: PIR/Economic Development</p> <p>Budget Information:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; text-align: center;"><input checked="" type="checkbox"/> X</td> <td>Budgeted</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Non Budgeted</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Amendment Required</td> </tr> </table>	<input checked="" type="checkbox"/> X	Budgeted	<input type="checkbox"/>	Non Budgeted	<input type="checkbox"/>	Amendment Required	<p><b>ADVISORY BOARD RECOMMENDATIONS:</b></p> <p>Planning Commission</p> <p>Parks and Recreation Board</p> <p>Safari Island Advisory Board</p> <p>Other</p>
<input checked="" type="checkbox"/> X	Budgeted						
<input type="checkbox"/>	Non Budgeted						
<input type="checkbox"/>	Amendment Required						

**CITY OF WACONIA  
RESOLUTION NO. 2016-212**

**RESOLUTION AUTHORIZING APPROVAL OF PUBLIC SERVICES DIRECTOR TO  
PREPARE REQUESTS FOR PROPOSALS GUIDED FOR REMOVAL OF STRUCTURES ON  
SUDHEIMER HOMESTEAD ADDITION LOCATED ON 10<sup>TH</sup> STREET WEST**

**WHEREAS**, one of the City’s Key Outcomes is to “Continuously Improve Commercial and Business Vitality”; and

**WHEREAS**, the Sudheimer property was purchase to necessitate the frontage roadway improvements associated with Trunk Highway Five; and

**WHEREAS**, removal of the existing structures provides for a more marketable parcel site for development; and

**WHEREAS**, site improvements along with storm water quality improvements adjacent the parcel are necessary to provide vital development in the corridor.

**NOW, THEREFORE, BE IT RESOLVED** That the City Council of the City of Waconia hereby authorizes approval of Public Services Director to prepare Requests For Proposals guided for removal of structures on Sudheimer Homestead Addition located on 10<sup>th</sup> Street West.

Adopted by the City Council of the City of Waconia this 7th day of November, 2016.

\_\_\_\_\_  
James P. Sanborn, Mayor

Attest: \_\_\_\_\_  
Susan MH Arntz, City Administrator

M/ _____	Erickson	_____
	Bloudek	_____
S/ _____	Carrier	_____
	Ayers	_____
	Sanborn	_____



## REQUEST FOR CITY COUNCIL ACTION

<b>Meeting Date:</b>	November 7, 2016
<b>Item Name:</b>	Authorize Public Services Director to Authorize Revised Project Change Order for Lions Field Grandstand Improvement Project; CIP Project 2016-414
<b>Originating Department:</b>	Public Services
<b>Presented by:</b>	Craig Eldred, Public Services Director
<b>Previous Council Action (if any):</b>	October 3, 2016 Authorize Public Services Director to Authorize Project Change Order for Lions Field Grandstand Improvement Project; CIP Project 2016-414

<b>Item Type (X only one):</b>	Consent	X	Regular Session	Discussion Session
--------------------------------	---------	---	-----------------	--------------------

***RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED (Include motion in proper format.)***

**Adopt Resolution 2016-213; Authorize Public Services Director to Authorize Revised Project Change Orders for Lions Field Grandstand Improvement Project; CIP Project 2016-414**

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

The focus of this request for action is to authorize the Public Services Director to authorize revised project change orders for the Lions Field Grandstand. As Council is aware construction of the Lion’s Field Grandstand began in September. On October 3, 2016 a request for action was approved allowing for \$36,238.11 of valued change orders to be approved.

Today we’re requesting that the revised amount be approved allowing the Public Services Director to sign the attached forms. An addition of \$36,548.39 in change orders are necessary to quantify the work completed and future items for completion of the project. The greatest value \$27,950.00 are costs attributed to unsuitable soil items including transportation of materials in and off the site. The next large costs are attributed to placement of concrete cap opposed to a metal cap on the end and backstop block walls. It was felt that the metal cap created a safety hazard for attendee’s utilizing the Grandstands.

Below staff have provided a table detailing changes which are reflective to pages one and two of the attachment.

Listed Number	Change Value	Comments
One	3,648.00	Same as previous approved value; inclusion of coiling doors for concession stand
Two	2,360.00	Reduced value from previous change order - 4,220.00
Three	4,664.40	Change of sink requirements by Department of Health for concession stand + 1,931.40
Four	457.28	Same as previous approved value
Five	21,478.00	Same as previous approved value
Six	5,443.00	New cost for concrete wall cap in lieu of metal cap
Seven	168.87	Surface mounting towel dispensers opposed to recessed units
Eight	27,950.00	Additional earth work as a result of soil corrections
Total Value	66,169.55	

With the value of \$66,169.55 and the Shaw Construction contributing costs of \$6,616.95 based upon our contract we have an overall project change order value of \$72,786.50. This value when added with the current contract amount of \$119,236.00 now places the project contract amount at \$125,852.95.

Staff recommends approval of this request for City Council action allowing staff and Shaw Construction to progressively maintain project schedule and project costs.

***FINANCIAL IMPLICATIONS:***

Funding Sources & Uses: WBA, City, Donations

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. 2016-213**

**RESOLUTION AUTHORIZING APPROVAL OF PUBLIC SERVICES DIRECTOR TO  
AUTHORIZE REVISED PROJECT CHANGE ORDERS FOR LIONS FIELD GRANDSTAND  
IMPROVEMENT PROJECT; CIP PROJECT 2016-414**

**WHEREAS**, one of the City’s Key Outcomes is to “Establish and Maintain Great Parks & Trails”; and

**WHEREAS**, the change order revisions are provided in the table and recommended for approval to necessitate completion of the facility; and

**Change Order One (Revised):**

Listed Number	Cost	Comments
One	\$3,648.00	Same as previous approved value; inclusion of coiling doors for concession stand
Two	2,360.00	Reduced value from previous change order – 4,220.00
Three	4,664.00	Change of sink requirements by Dept of Health for concession stand + 1,931.40
Four	457.28	Same as previous approved value
Five	21,478.00	Same as previous approved value
Six	5,443.00	New cost for concrete wall cap in lieu of metal cap
Seven	168.87	Surface mounting towel dispensers opposed to recessed units
Eight	27,950.00	Additional earth work as a result of soil corrections
Total Change Values	66,169.55	
Shaw Construction 10%	6,616.95	
Total Costs	72,786.50	

**WHEREAS**, authorization will allow Shaw Construction to progressively maintain project schedule and project costs.

**NOW, THEREFORE, BE IT RESOLVED** That the City Council of the City of Waconia hereby authorizes approval of Public Services Director to authorize revised project change order for Lions Field Grandstand Improvement Project; CIP Project 2016-414.

Adopted by the City Council of the City of Waconia this 7th day of November, 2016.

\_\_\_\_\_  
James P. Sanborn, Mayor

Attest: \_\_\_\_\_  
Susan MH Arntz, City Administrator

M/ \_\_\_\_\_ Erickson \_\_\_\_\_  
Bloudek \_\_\_\_\_  
S/ \_\_\_\_\_ Carrier \_\_\_\_\_  
Ayers \_\_\_\_\_  
Sanborn \_\_\_\_\_



Mr. Craig Eldred  
 Lion's Field Grand Stand  
 Change Order #1  
 October 18, 2016  
 Revised October 20, 2016  
 Page 2 of 3

5. Provide additional baseball netting extending down both base lines, (4) steel columns, and foundations; as detailed on Structural Drawings S1-S5 dated 9/19/16, Architectural plan (attached, no date), and as follows:

- Earthwork - \$1500
- Concrete footings & piers - \$3,200
- (4) galvanized steel columns, erected - \$8,625
- #36 netting and support plates - \$8,153

**Subtotal #5: \$ 21,478.00**

6. Provide 4" poured concrete cap with a smooth troweled finish with steel reinforcing at masonry walls behind home plate and up sides of grandstand in lieu of prefinished metal cap. See attached sketch with notes.

- Omit metal cap - (\$ 762.00)
- Concrete cap - \$6,205.00

**Subtotal #6: \$ 5,443.00**

7. Supply (2) surface mounted paper towel dispenser/waste receptacles in lieu of recessed units.

**Subtotal #7: \$ 168.87**

8. *Additional earthwork due to soil correction (unable to use on-site soils, too wet), see attached and as follows:*

- *Schneider Invoice #SE1191 - export unsuitable soil offsite: \$ 2,880.00*
- *Schneider Invoice #SE1192 - import soil: \$15,870.00*
- *Schneider Invoice #SE1193 - import soil: \$ 425.00*
- *Schneider Invoice #SE1194 - sewer line to storage room: \$ 600.00*
- *Schneider Invoice #SE1195 - export unsuitable soil offsite: \$ 3,570.00*
- *Schneider Invoice #SE1191 - export unsuitable soil offsite: \$ 2,880.00*
- *Schneider Invoice #SE1197 - temp access: \$ 525.00*
- *Schneider Invoice #SE1198 - rock at patio area: \$ 1,560.00*

**Subtotal #8: \$ 27,950.00**

<i>Subtotal of items #1-#8 above:</i>	\$ 66,169.55
<i>Shaw Constr. 10% Overhead &amp; Profit:</i>	<u>\$ 6,616.95</u>
<i>Total Change To Project</i>	\$ 72,786.50

**Shaw Construction's TOTAL CHANGE ORDER NO. 1: \$ 6,616.95**

**Shaw Construction's CONTRACT AMOUNT TO DATE: \$ 125,852.95**

Mr. Craig Eldred  
Lion's Field Grand Stand  
Change Order #1  
October 18, 2016  
*Revised October 20, 2016*  
Page 3 of 3

Pending Items:

- Lost week at start of project, may require additional supervision & general conditions expenditure if we cannot make up this lost time
- Masonry temp wall supports

Thank you for the opportunity to present this information. Please sign and return one copy to my office. Please call me with any questions. Thank you.

Respectfully,



Earl Gebauer  
Vice President of Construction

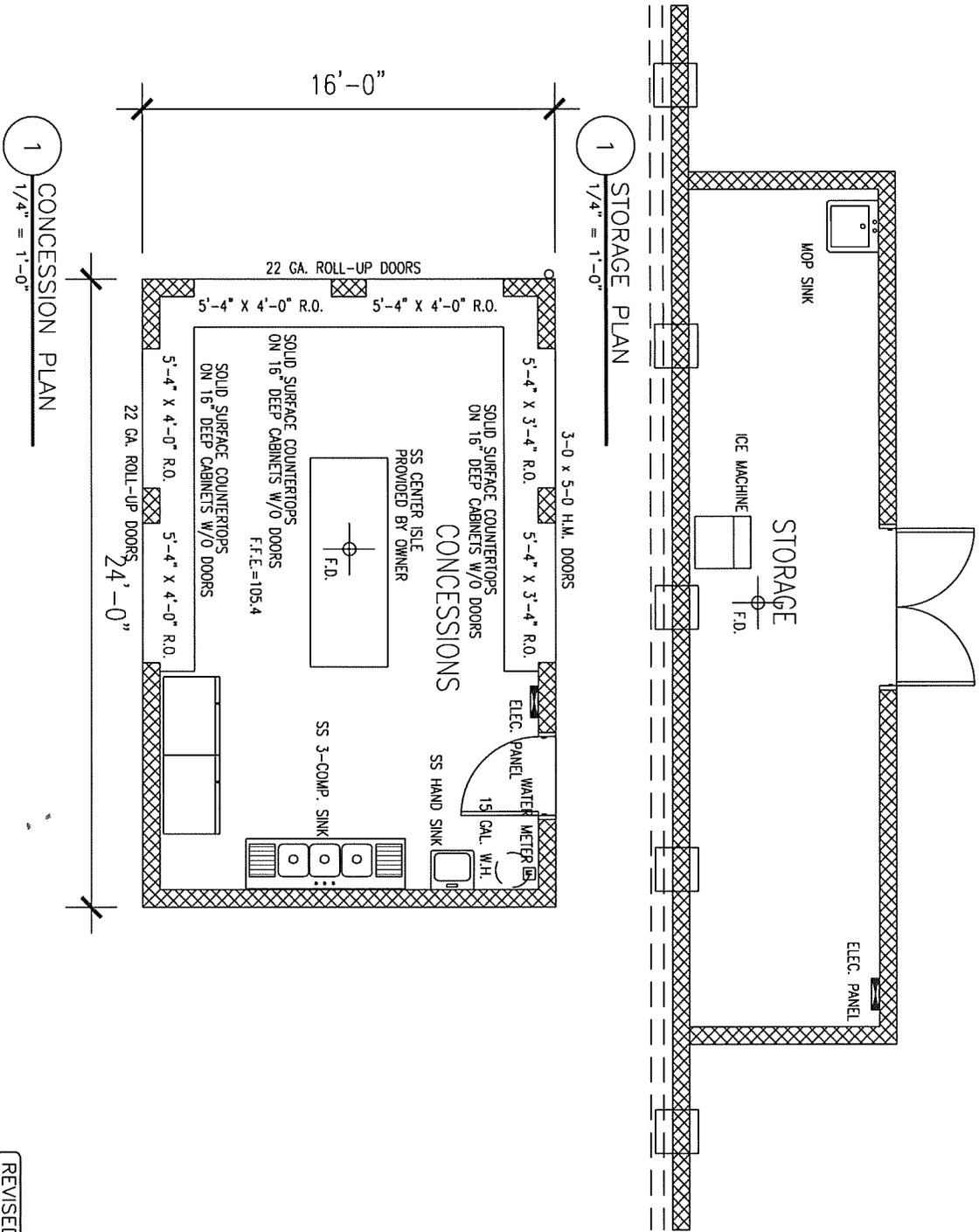
Accepted and Agreed by:

\_\_\_\_\_  
City of Waconia

It's \_\_\_\_\_

Date \_\_\_\_\_

C: John N. Shaw "Jack"  
Attachements



REVISED 10/6/2016

PLAN NO. 091513  
DATE 2/2/2015  
1 OF 1

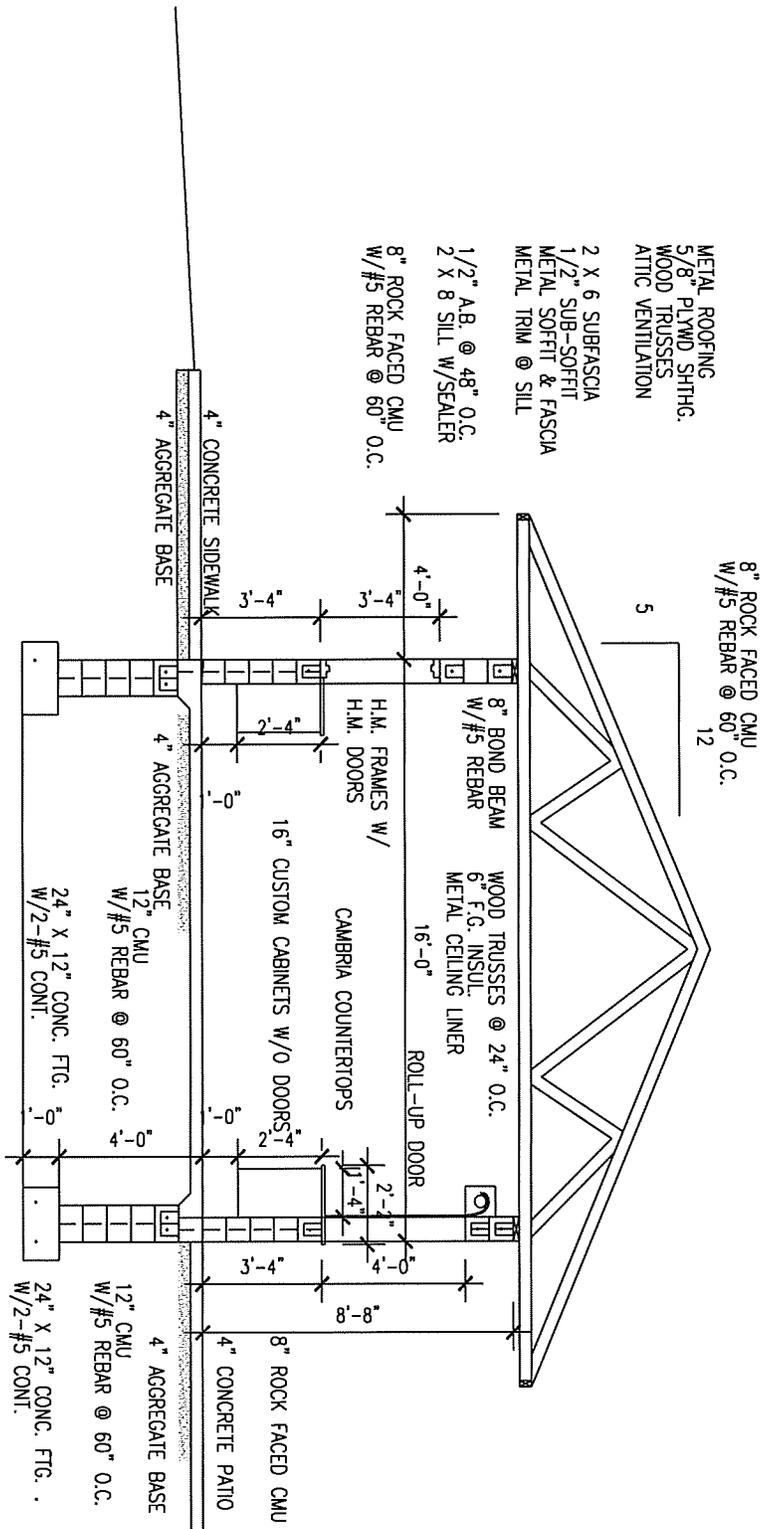
WACONIA BASEBALL GRANDSTAND  
LIONS FIELD  
WACONIA, MN 55387

KITCHEN EQUIPMENT  
LOCATION DESIGN

74

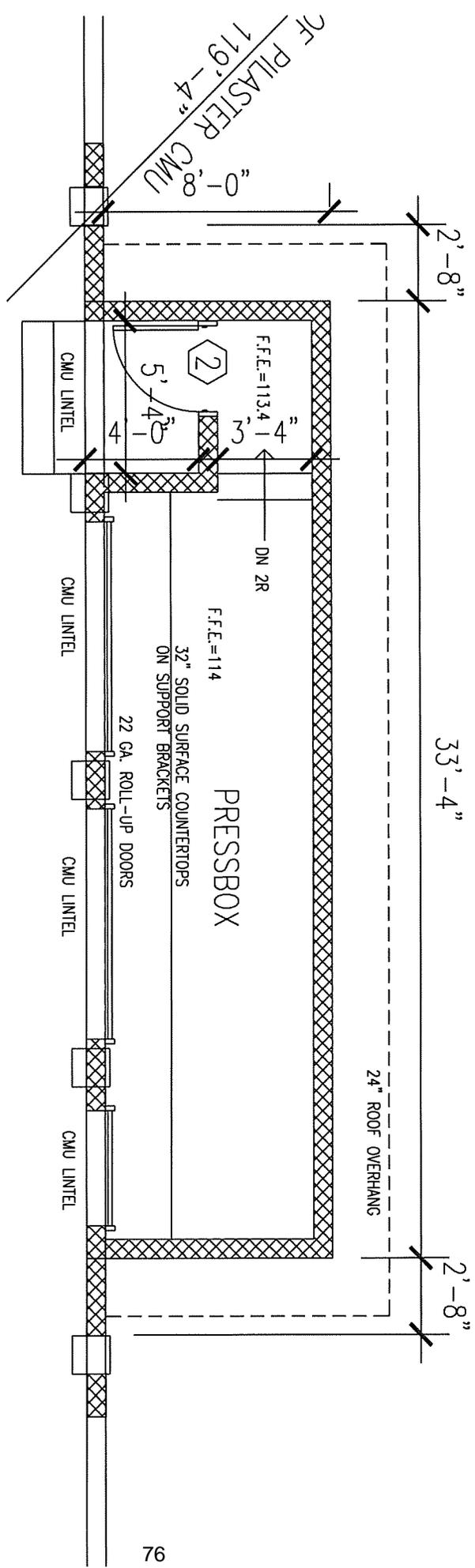
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Minnesota.  
Name: Paul D. Jounich  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Registration No. 21238

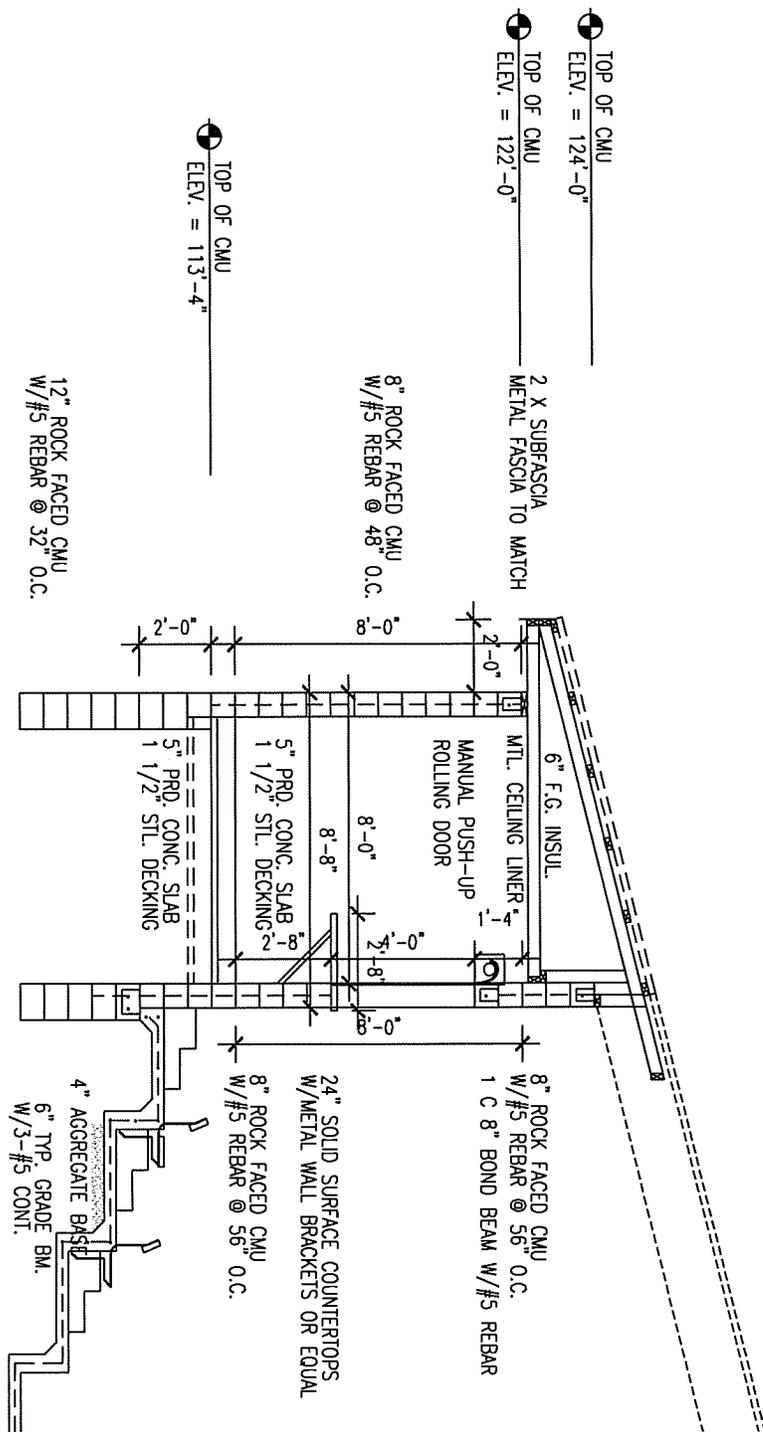
Paul D. Jounich-Architect  
salsiance  
Design & Development  
223 5th Street South, Bloomington, MN 55325  
(763) 872-5822



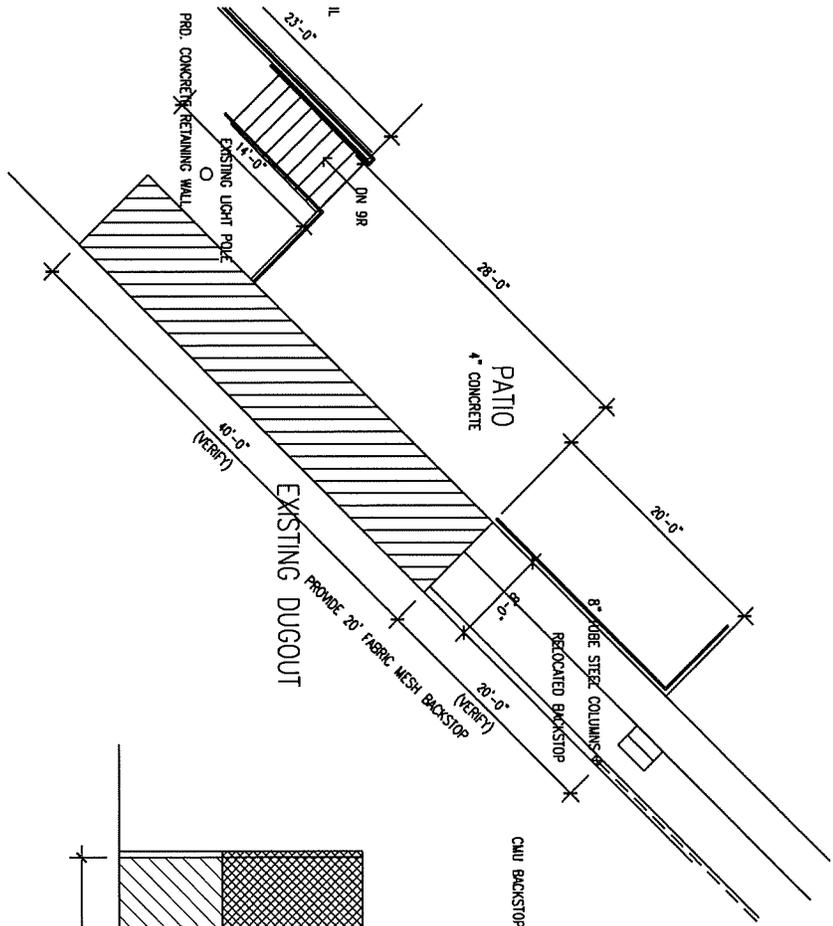
1  
 1/4" = 1'-0"  
 CONCESSION SECTION

1 PRESS BOX PLAN  
 1/4" = 1'-0"

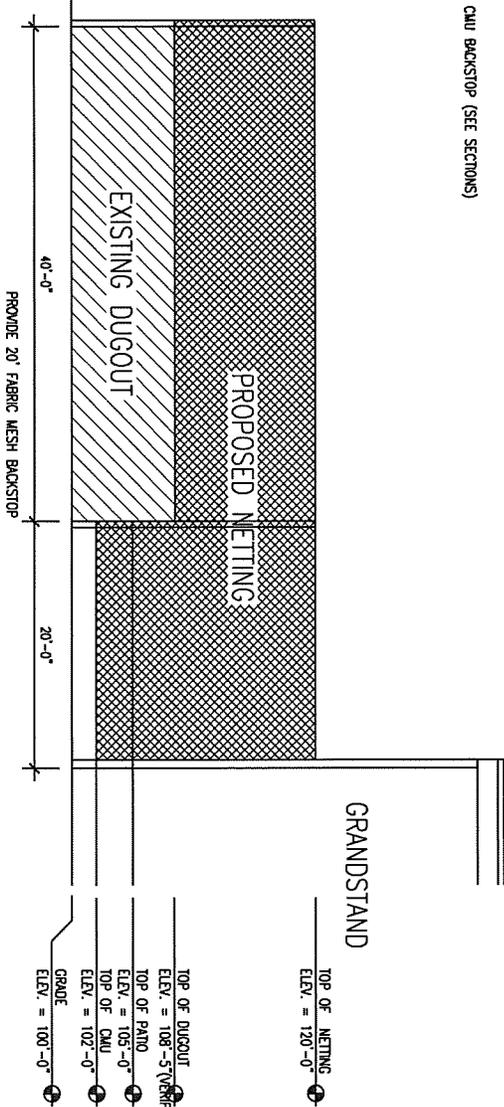




1 PRESS BOX SECTION  
 1/4" = 1'-0"

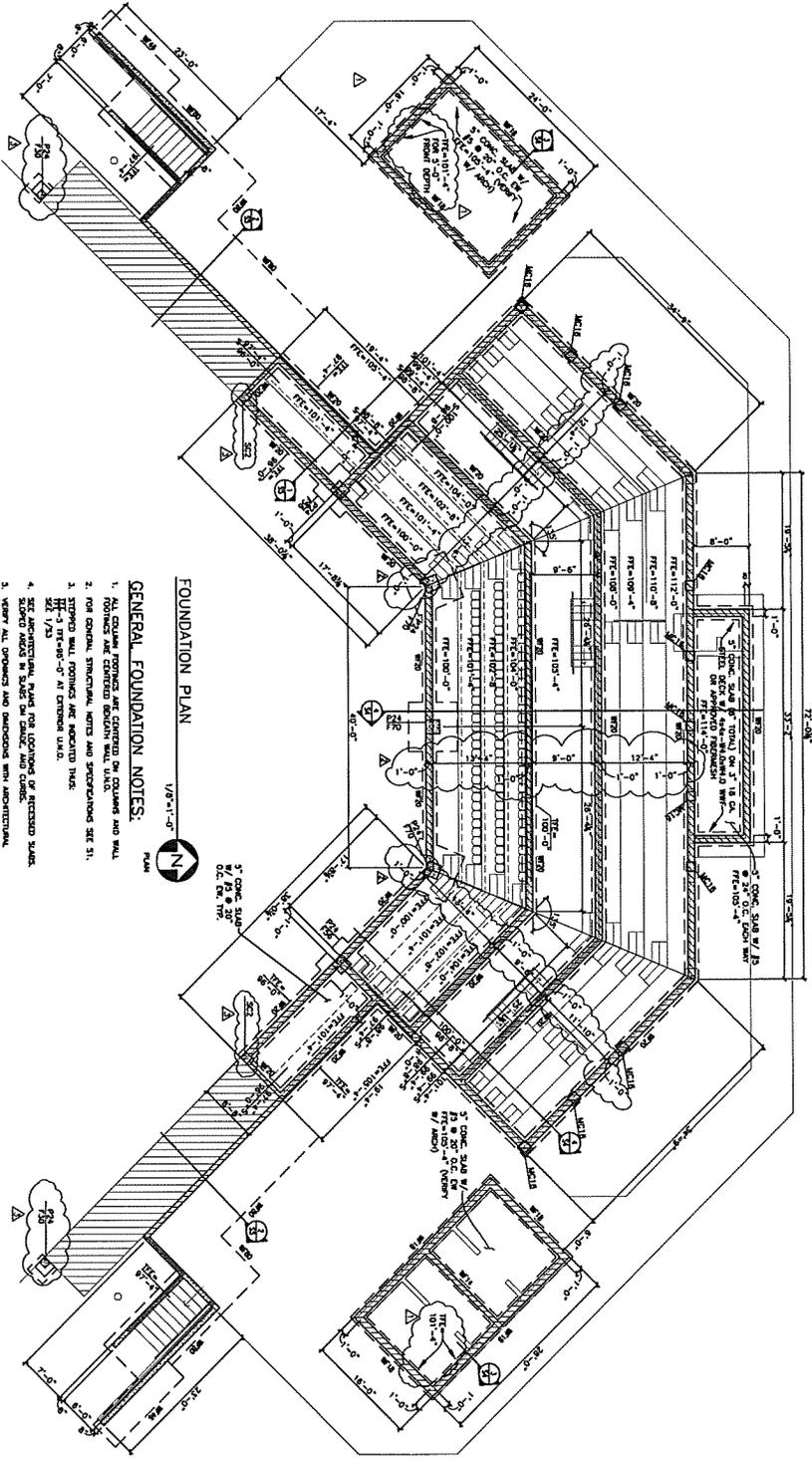


1 ADDITIONAL NETTING PLAN  
N.T.S.



1 ADDITIONAL NETTING ELEVATION (TYPICAL BOTH DUGOUTS)  
N.T.S.





FOUNDATION PLAN  
1/8"=1'-0"

GENERAL FOUNDATION NOTES:

- ALL COLUMN FOOTINGS ARE CENTERED ON COLUMNS AND WALLS.
- FOR GENERAL STRUCTURAL NOTES AND SPECIFICATIONS SEE 31.
- SEE 31 FOR ALL DIMENSIONS AND SPACING.
- SEE ARCHITECTURAL PLANS FOR LOCATIONS OF RECESSION SLABS.
- VERIFY ALL ORDINANCES AND ORDINANCES WITH ARCHITECTURAL.
- VERIFY ALL ORDINANCES AND ORDINANCES WITH ARCHITECTURAL.
- COMPONENT LOCATION OF STEPPED FOOTINGS WITH ONE FT. FROM EACH END OF EACH PIECE.
- FOOTINGS SHALL BE A MINIMUM OF 12" BELOW FINISH GRADE UNLESS OTHERWISE NOTED.
- SEE ARCHITECTURAL REPORT.

ANCHOR BOLT SCHEDULE

NO.	SIZE	LENGTH	QUANTITY	REMARKS
1	1/2"	18"	7	3
2	3/4"	12"	9	3,3
3	1"	18"	12	4
4	1 1/4"	18"	13	4,3
5	1 1/2"	23"	18	5

- VERIFY REQUIRED PROTECTION AND ADJUST.
- ANCHOR BOLTS: ASH ASHT OR STEEL ASHT. ANCHOR BOLTS SHALL BE INSTALLED PER BC 2008 WITH 1/2" BARS. ANCHOR BOLTS SHALL BE A MINIMUM OF 12" FROM EACH END OF EACH PIECE.
- ANCHOR BOLTS SHALL BE A MINIMUM OF 12" FROM EACH END OF EACH PIECE.
- ANCHOR BOLTS SHALL BE A MINIMUM OF 12" FROM EACH END OF EACH PIECE.
- ANCHOR BOLTS SHALL BE A MINIMUM OF 12" FROM EACH END OF EACH PIECE.

FOOTING & PIER SCHEDULE

NO.	SIZE	REMARKS
1	1'-0" x 1'-0"	2-18 CONCR.
2	1'-0" x 1'-0"	2-18 CONCR.
3	2'-0" x 1'-0"	2-18 CONCR.
4	4'-0" x 1'-0"	4-18 CONCR. 21.5
5	5'-0" x 1'-0"	5-18 CONCR. 21.5
6	5'-0" x 1'-0"	5-18 CONCR. 21.5
7	7'-0" x 1'-0"	7-18 CONCR. 21.5
8	7'-0" x 1'-0"	7-18 CONCR. 21.5

- VERIFY REQUIRED PROTECTION AND ADJUST.
- ANCHOR BOLTS: ASH ASHT OR STEEL ASHT. ANCHOR BOLTS SHALL BE INSTALLED PER BC 2008 WITH 1/2" BARS. ANCHOR BOLTS SHALL BE A MINIMUM OF 12" FROM EACH END OF EACH PIECE.
- ANCHOR BOLTS SHALL BE A MINIMUM OF 12" FROM EACH END OF EACH PIECE.
- ANCHOR BOLTS SHALL BE A MINIMUM OF 12" FROM EACH END OF EACH PIECE.
- ANCHOR BOLTS SHALL BE A MINIMUM OF 12" FROM EACH END OF EACH PIECE.

REVISIONS:

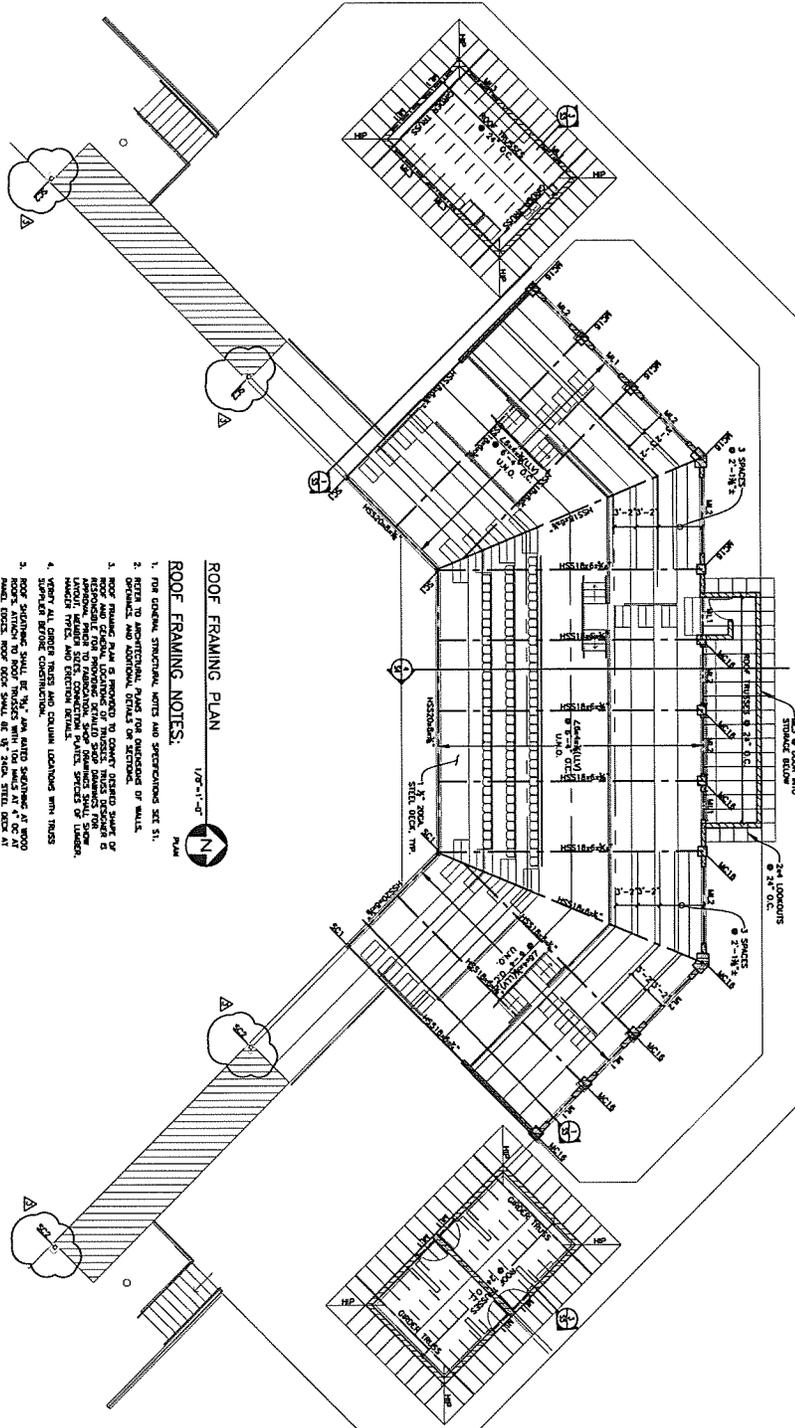
No.	Date	Action
07-14-16		GENERAL REVISIONS
08-12-16		GENERAL REVISIONS
09-19-16		GENERAL REVISIONS

2/27/15 41971

FOUNDATION PLAN

PAUL D. JAUNICH  
WACONIA GRANDSTAND  
WACONIA, MN

Project No: 14317  
Date: 06-13-16  
Drawn by: DMS  
Checked by: SES



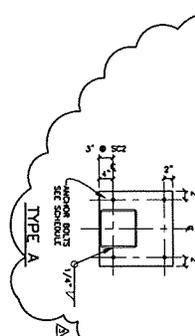
ROOF FRAMING PLAN  
1/8" = 1'-0"  
N

ROOF FRAMING NOTES:

1. FOR GENERAL STRUCTURAL NOTES AND SPECIFICATIONS SEE S1.
2. REFER TO ARCHITECTURAL PLANS FOR OUTSIDING OF WALLS, OPENINGS AND ADDITIONAL DETAILS FOR SECTION.
3. ROOF FRAMING SHALL BE CONFORM TO COUNTY MINNESOTA SPECIFICATIONS FOR ROOF FRAMING. PROVIDE ALL JOIST AND RAFTER CONNECTIONS FOR LANDFILL. MEMBER SIZE, CONNECTIONS SHALL BE SPECIFIED BY LANDFILL TRUCK AND DESIGN DETAILS.
4. PROVIDE ALL JOIST AND RAFTER CONNECTIONS WITH TRUSS SUPPORTS BEFORE CONSTRUCTION.
5. ROOF SHEATHING SHALL BE 3/4" JAM AND SHEATHING AT WOOD ROOF. ATTACH TO ROOF TRUSSES WITH 10d NAILS AT 6" OC AT STEEL ROOF. ROOF DECK SHALL BE OF 2x4s STEEL DECK AT A MINIMUM OF 2x4 DECK AT 10'-0".

COLUMN SCHEDULE

NO.	SIZE	TYPE	NO.
1	12" DIA	CONC	1
2	12" DIA	CONC	2
3	12" DIA	CONC	3
4	12" DIA	CONC	4
5	12" DIA	CONC	5



UNTEL SCHEDULE

NO.	SIZE	TYPE	UNITS/COMMENTS
1	12" DIA	CONC	1 UNIT
2	12" DIA	CONC	2 UNITS
3	12" DIA	CONC	3 UNITS
4	12" DIA	CONC	4 UNITS
5	12" DIA	CONC	5 UNITS

- REVISIONS:
1. UNITS/COMMENTS
  2. UNITS/COMMENTS
  3. UNITS/COMMENTS
  4. UNITS/COMMENTS
  5. UNITS/COMMENTS

Project No. 13333  
Date: 08-12-16  
Drawn by: DMS  
Checked by: DMS

PAUL D. JAUNICH  
WACONIA GRANDSTAND  
WACONIA, MN

ROOF FRAMING PLAN

NO.	DATE	ACTION
07-14-16		GENERAL REVISIONS
08-12-16		GENERAL REVISIONS
09-19-16		GENERAL REVISIONS

7/27/15  
41871

REVISIONS:

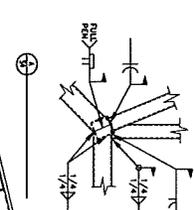
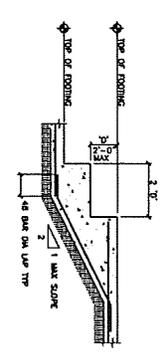
NO. DATE ACTION

07-14-16 GENERAL REVISIONS

08-12-16 GENERAL REVISIONS

09-19-16 GENERAL REVISIONS

PAUL D. JAUNICH, INC.  
2100 Highway 10 South  
Plymouth, MN 55441  
Phone: (763) 238-8991  
Fax: (763) 238-8991

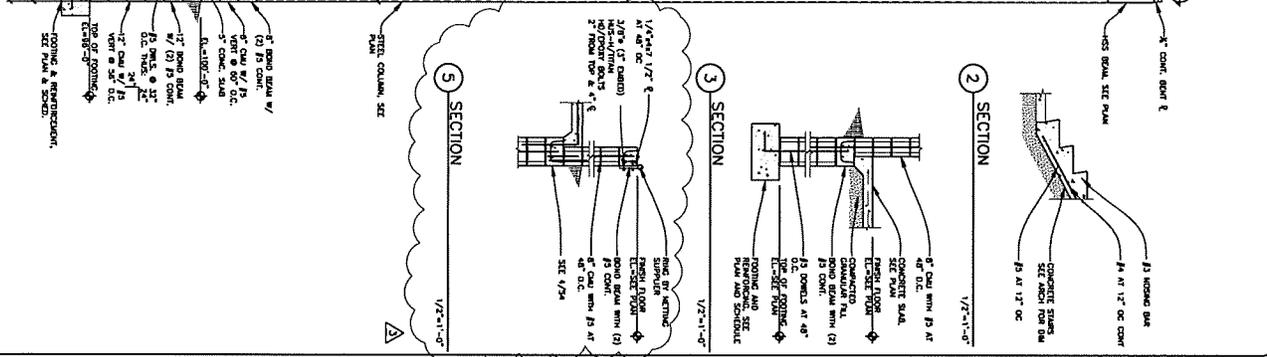
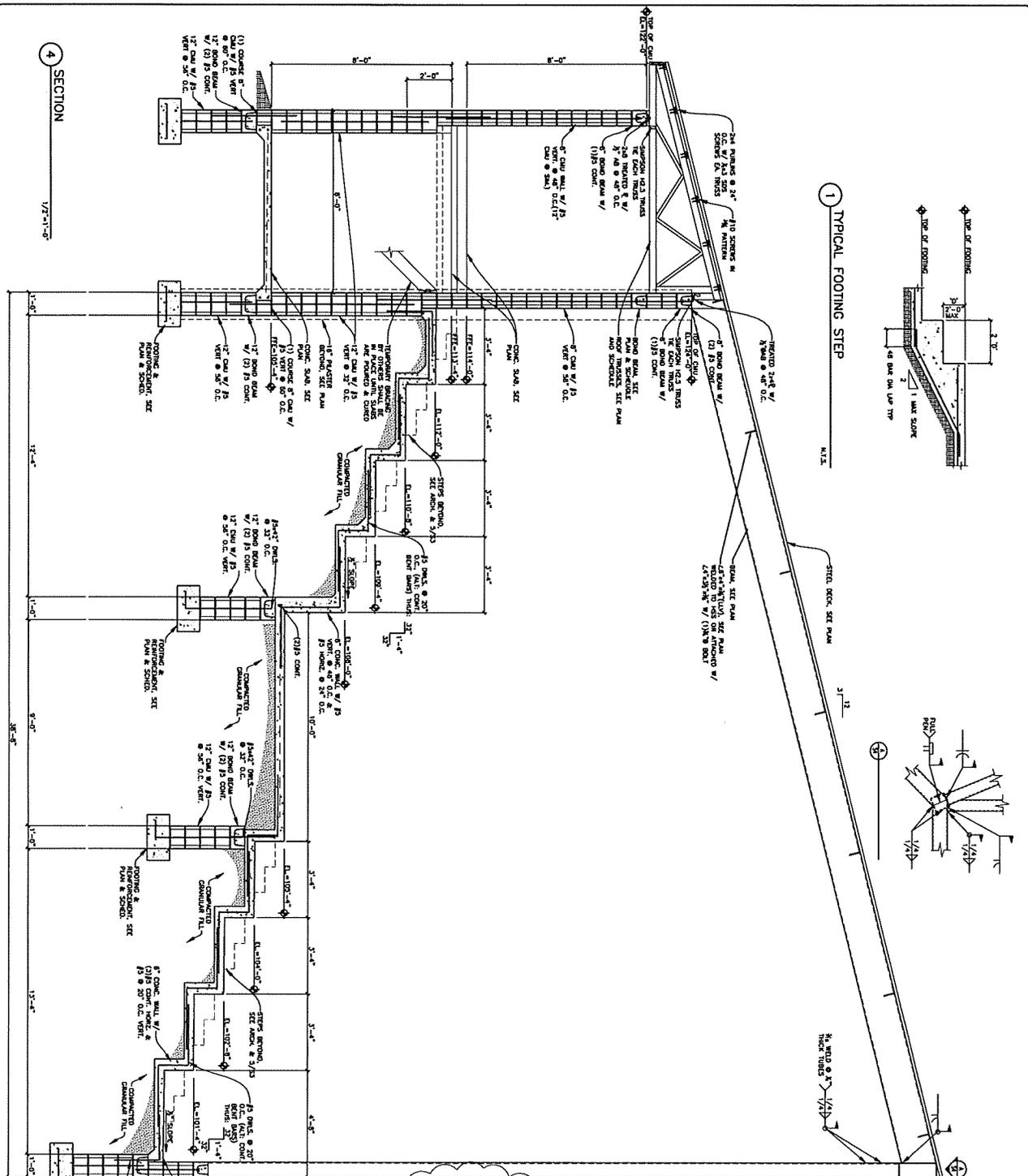


1 TYPICAL FOOTING STEP  
N.T.S.

2 SECTION  
1/2"=1'-0"

3 SECTION  
1/2"=1'-0"

4 SECTION  
1/2"=1'-0"



**PAUL D. JAUNICH  
WACONIA GRANDSTAND  
WACONIA, MN**

**SECTIONS AND DETAILS**

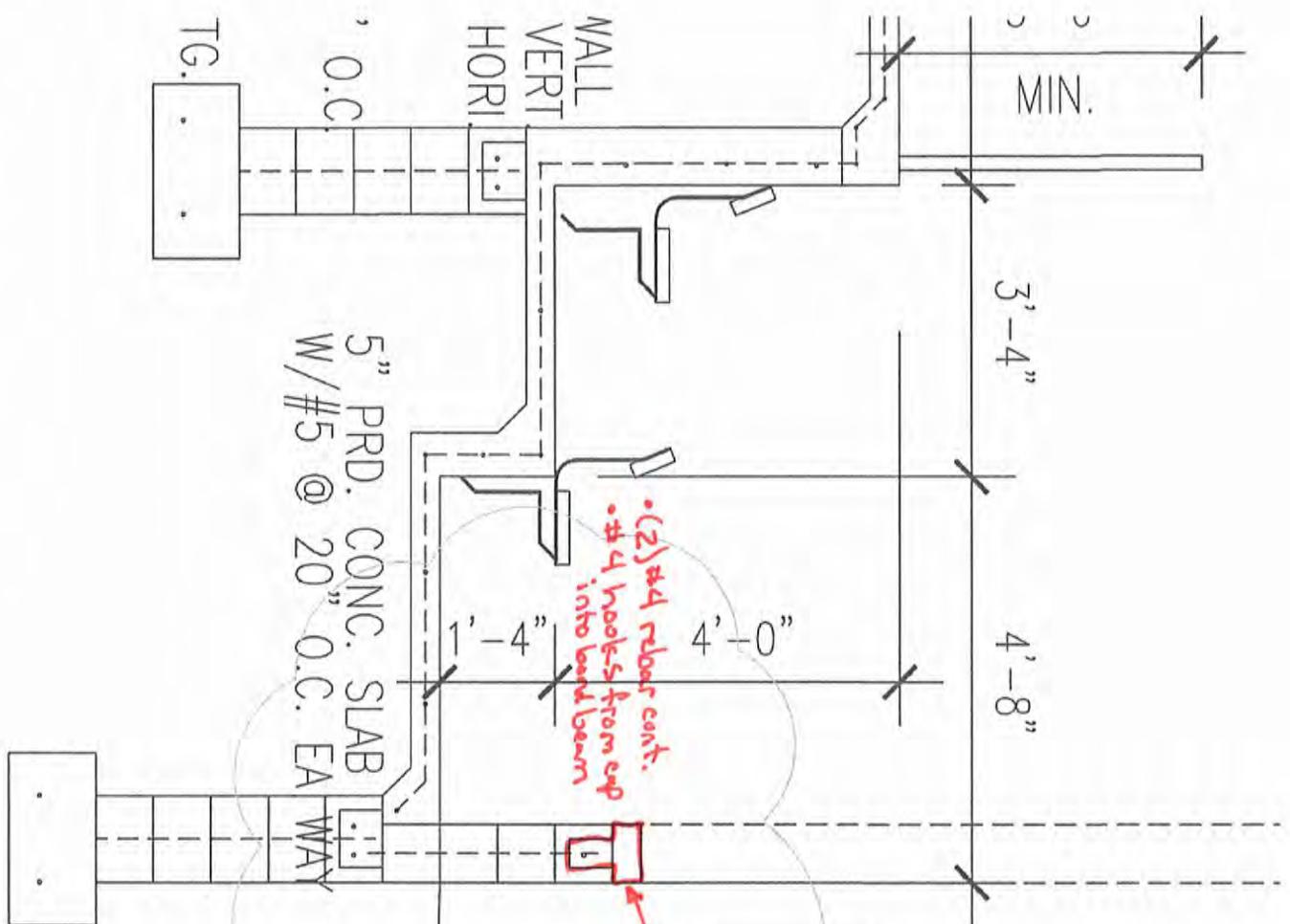
NO.	DATE	ACTION
07-14-18		GENERAL REVISIONS
08-12-18		GENERAL REVISIONS
09-19-18		GENERAL REVISIONS

Project No.: 25337  
 Date: 08-12-18  
 Drawn by: JMS  
 Checked by: CES

PAUL D. JAUNICH  
 1100 W. WACONIA BLVD.  
 WACONIA, MN 55391  
 TEL: 763-437-1100  
 FAX: 763-437-1101  
 WWW: www.jaunich.com



# SECTION



*(2) #4 rebar cont.  
#4 hooks from cap  
into bond beam*

LOWER LEVEL SEATING TO CONSIST OF U...  
AND ARE TO BE INSTALLED BY OWNERS.

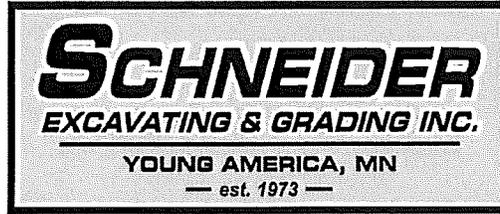
~~8" X 4"~~ <sup>casted</sup> SOLID CAP ~~BLOCK~~ Fill Bond Beam,  
1 C 8" BOND BEAM  
3 C 8" CMU  
W/#5 REBAR @ 56" O.C.  
GRADE

*Smooth trowel finish,  
tip slightly to outside*

5" PRD. CONC. SLAB  
W/#5 @ 20" O.C. EA  
WAY

5 C 12" CMU  
W/#5 REBAR @ 56" O.C.

24" X 12" CONC. FTG.  
W/2-#5 CONT.



**Invoice**  
 Invoice # SE1191  
 Date 10/12/2016

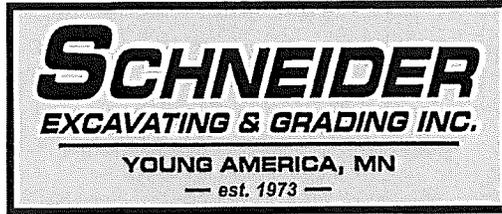
Bill To  
 City of Waconia  
 201 South Vine  
 Waconia, MN 55387

Date	Product/Service	Description/Mach. ID	Machine Hrs.	Rate	Amount
09/01/2016	Lions Field Grand Stand Project	Lions Field Grand Stand Project - EXTRA WORK			
09/01/2016	Extra Work	Loading and Exporting of subgrade excavation spoil to Don Wagner's site			
09/01/2016	Extra Work	336F Excavator per hour	6	165.00	990.00
09/01/2016	Extra Work	D6K Dozer per hour	6	165.00	990.00
09/01/2016		2 - Dump trucks per hour	10	90.00	900.00
				<b>Total</b>	<b>\$2,880.00</b>

THANK YOU FOR YOUR BUSINESS!!!!

Monthly Finance Chg 2%  
 Annual Finance Chg 18%

Please remit to: PO Box 814. Young America. MN 55397



**Invoice**

Date  
10/12/2016

Invoice #  
SE1192

**Bill To**

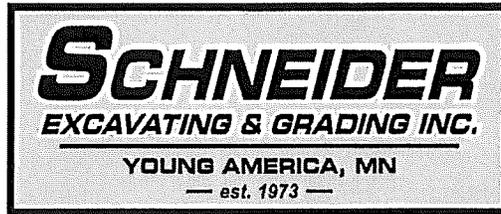
City of Waconia  
201 South Vine  
Waconia, MN 55387

Date	Product/Service	Description/Mach. ID	Machine Hrs.	Rate	Amount
09/01/2016	Lions Field Grand Stand Project	Lions Field Grand Stand Project - EXTRA WORK			
09/05/2016	Extra Work	Trucking select granular and conbit course filter aggregate from Mueller's pit in Carver to site			
09/05/2016	Extra Work	Con bit 208.91 ton	1	1,200.00	1,200.00
09/05/2016	Extra Work	Course filter aggregate 93.55 tons	1	600.00	600.00
09/05/2016	Extra Work	Select granular dumptruck #3 1416.50 ton	1	7,800.00	7,800.00
09/05/2016	Extra Work	select granular Meulener's Farms 1382.73 ton	1	6,270.00	6,270.00
				<b>Total</b>	<b>\$15,870.00</b>

THANK YOU FOR YOUR BUSINESS!!!!

Monthly Finance Chg 2%  
Annual Finance Chg 18%

Please remit to: PO Box 814. Young America. MN 55397



**Invoice**  
 Invoice # SE1193  
 Date 10/12/2016

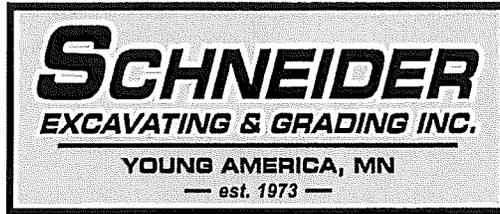
Bill To  
 City of Waconia  
 201 South Vine  
 Waconia, MN 55387

Date	Product/Service	Description/Mach. ID	Machine Hrs.	Rate	Amount
09/01/2016	Lions Field Grand Stand Project	Lions Field Grand Stand Project - EXTRA WORK			
09/07/2016	Extra Work	Import 5 loads of 1 1/2 clear limestone from city yard to cite, scrape off mud and build access road for concrete dump truck			
09/07/2016	Extra Work	Dumptruck	1.5	90.00	135.00
09/07/2016	Extra Work	D6K Dozer	1	165.00	165.00
09/07/2016	Extra Work	289D Skid Loader	1	125.00	125.00
				<b>Total</b>	<b>\$425.00</b>

THANK YOU FOR YOUR BUSINESS!!!!

Monthly Finance Chg 2%  
 Annual Finance Chg 18%

Please remit to: PO Box 814. Young America. MN 55397



**Invoice**  
 Invoice # SE1194  
 Date 10/12/2016

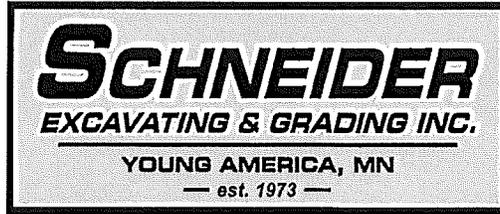
Bill To  
 City of Waconia  
 201 South Vine  
 Waconia, MN 55387

Date	Product/Service	Description/Mach. ID	Machine Hrs.	Rate	Amount
09/01/2016	Lions Field Grand Stand Project	Lions Field Grand Stand Project - EXTRA WORK			
09/19/2019	Extra Work	Install 4" sewer line to press box - crew time	1.5	400.00	600.00
				Total	\$600.00

THANK YOU FOR YOUR BUSINESS!!!!

Monthly Finance Chg 2%  
 Annual Finance Chg 18%

Please remit to: PO Box 814. Young America. MN 55397



**Invoice**  
 Invoice # SE1195

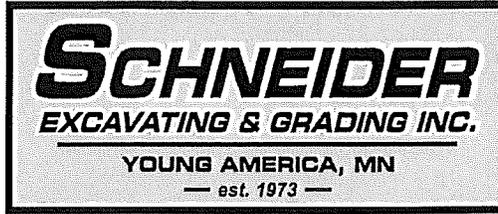
Date  
 10/12/2016

Bill To  
 City of Waconia  
 201 South Vine  
 Waconia, MN 55387

Date	Product/Service	Description/Mach. ID	Machine Hrs.	Rate	Amount
09/01/2016	Lions Field Grand Stand Project	Lions Field Grand Stand Project - EXTRA WORK			
09/27/2016	Extra Work	Export excess clay from project to Don Wagner site			
09/27/2016	Extra Work	336F	7	165.00	1,155.00
09/27/2016	Extra Work	D6K Dozer	7	165.00	1,155.00
09/27/2016	Extra Work	2 Dump trucks	14	90.00	1,260.00
THANK YOU FOR YOUR BUSINESS!!!!				Total	\$3,570.00

Monthly Finance Chg 2%  
 Annual Finance Chg 18%

Please remit to: PO Box 814. Young America. MN 55397



**Invoice**  
 Invoice # SE1196  
 Date 10/12/2016

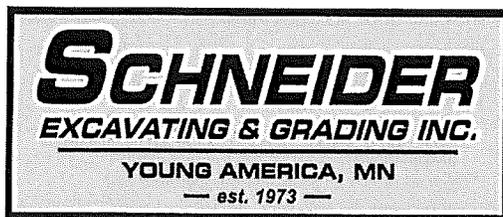
Bill To  
 City of Waconia  
 201 South Vine  
 Waconia, MN 55387

Date	Product/Service	Description/Mach. ID	Machine Hrs.	Rate	Amount
09/01/2016	Lions Field Grand Stand Project	Lions Field Grand Stand Project - EXTRA WORK			
09/27/2016	Extra Work	Export excess clay from project to Don Wagner site			
09/27/2016	Extra Work	336F	6	165.00	990.00
09/27/2016	Extra Work	D6K Dozer	6	165.00	990.00
09/27/2016	Extra Work	Dump truck	6	90.00	540.00
				<b>Total</b>	<b>\$2,520.00</b>

THANK YOU FOR YOUR BUSINESS!!!!

Monthly Finance Chg 2%  
 Annual Finance Chg 18%

Please remit to: PO Box 814. Young America. MN 55397



**Invoice**  
 Date 10/12/2016  
 Invoice # SE1197

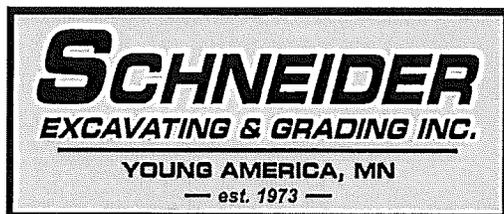
Bill To  
 City of Waconia  
 201 South Vine  
 Waconia, MN 55387

Date	Product/Service	Description/Mach. ID	Machine Hrs.	Rate	Amount
09/01/2016	Lions Field Grand Stand Project	Lions Field Grand Stand Project - EXTRA WORK			
09/27/2016	Extra Work	D5G Dozer	1	150.00	150.00
09/27/2016	Extra Work	289D Skid loader	3	125.00	375.00
10/06/2016	Extra Work	Build road for concrete pump truck			
				Total	\$525.00

THANK YOU FOR YOUR BUSINESS!!!!

Monthly Finance Chg 2%  
 Annual Finance Chg 18%

Please remit to: PO Box 814. Young America. MN 55397



Invoice

Date  
10/12/2016

Invoice #  
SE1198

Bill To  
City of Waconia  
201 South Vine  
Waconia, MN 55387

Date	Product/Service	Description/Mach. ID	Machine Hrs.	Rate	Amount
09/01/2016	Lions Field Grand Stand Project	Lions Field Grand Stand Project - EXTRA WORK			
10/06/2016	Extra Work	Remove 5" of sand from patio areas and sidewalk areas, replace with 5" of conbit			
10/06/2016	Extra Work	289D skid loader	8	125.00	1,000.00
10/06/2016	Extra Work	Labor	8	70.00	560.00
				Total	\$1,560.00

THANK YOU FOR YOUR BUSINESS!!!!

Monthly Finance Chg 2%  
Annual Finance Chg 18%

Please remit to: PO Box 814. Young America. MN 55397



## REQUEST FOR CITY COUNCIL ACTION

<b>Meeting Date:</b>	November 7, 2016					
<b>Item Name:</b>	Disposal of Vehicle					
<b>Originating Department:</b>	Administration					
<b>Presented by:</b>	Susan Arntz, City Administrator					
<b>Previous Council Action</b> (if any):						
<b>Item Type (X only one):</b>	Consent	X	Regular Session	Discussion Session		

***RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED*** (Include motion in proper format.)

**Adopt Resolution No. 2016-219 , authorizing disposal of abandoned vehicle.**

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

In 2013, the City impounded a vehicle due to failure to comply with the City’s parking regulations. In accordance with Ordinance 630.05, the City has provided all required notices and has not received a response from the owner. We have obtained a report from the State of Minnesota to determine if there are lien holders that must be notified and have determined there are not.

All applicable time periods have passed and we recommend disposing of said vehicle. If the City is able to recover any costs for the disposal, those costs would reimburse the City for the costs of towing, preserving, storing, administrative costs for the notices related to the vehicle.

<p><b><i>FINANCIAL IMPLICATIONS:</i></b></p> <p>Funding Sources &amp; Uses:</p>	<p><b><i>ADVISORY BOARD RECOMMENDATIONS:</i></b></p>
<p>Budget Information:</p> <p><input type="checkbox"/> Budgeted</p> <p><input type="checkbox"/> Non Budgeted</p> <p><input type="checkbox"/> Amendment Required</p>	<p>Planning Commission <span style="float: right;">N/A</span></p> <p>Parks and Recreation Board</p> <p>Safari Island Advisory Board</p> <p>Other</p>

**CITY OF WACONIA  
RESOLUTION NO. 2016-219**

**RESOLUTION AUTHORIZING DISPOSAL OF VEHICLE**

**WHEREAS**, in 2013 the City impounded the following vehicle; 1999 Pontiac Grand Am, 1G2NE52T2XM893873;  
and

**WHEREAS**, the City has provided all required notices and time period in accordance with City Ordinance 630.05;  
and

**WHEREAS**, the City has determined it to be in the best interests of the City to dispose of said Impounded Vehicle to minimize any continued costs for storing, preserving, or administratively monitoring said Impounded Vehicle.

**NOW, THEREFORE, BE IT RESOLVED** By the City Council of the City of Waconia that the Impounded Vehicle described above shall be disposed of promptly.

Adopted by the City Council of the City of Waconia this 7<sup>th</sup> day of November, 2016.

\_\_\_\_\_  
James P Sanborn, Mayor

ATTEST: \_\_\_\_\_  
Susan MH Arntz, City Administrator

M/ _____	Ayers	_____
	Bloudek	_____
S/ _____	Carrier	_____
	Erickson	_____
	Sanborn	_____



## REQUEST FOR CITY COUNCIL ACTION

<b>Meeting Date:</b>	November 7, 2016					
<b>Item Name:</b>	2016 Proposed 4 <sup>th</sup> Quarter Budget Amendments					
<b>Originating Department:</b>	Finance					
<b>Presented by:</b>	Nicole Lueck					
<b>Previous Council Action (if any):</b>						
<b>Item Type (X only one):</b>	Consent	X	Regular Session	Discussion Session		

***RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED (Include motion in proper format.)***

Adopt Resolution 2016-221, Approving 2016 4<sup>th</sup> Quarter Budget Amendments

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

Staff has reviewed the 2016 budget and has prepared budget amendments to the General, PIR Capital, Clearwater Shores HIA Capital Project Fund, Water, Storm Water, and 2015A debt funds. The budget amendments include changes to revenue, expenditure, and interfund transfer line items that need to be corrected before year end and final approval of the 2017 budget. Details of each amendment is presented in attached "Exhibit A."

<p><b><i>FINANCIAL IMPLICATIONS:</i></b></p> <p>Funding Sources &amp; Uses: General Fund (101), PIR Capital (103), Clearwater Shores HIA Capital Project Fund (420), Water (601), Storm Water Fund (655), and 2015A Debt Fund (305)</p>	<p><b><i>ADVISORY BOARD RECOMMENDATIONS:</i></b></p> <p>Planning Commission Parks and Recreation Board Safari Island Advisory Board Other</p>						
<p>Budget Information:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;"></td> <td style="text-align: center;">Budgeted</td> </tr> <tr> <td style="text-align: center;"><b>X</b></td> <td style="text-align: center;">Non Budgeted</td> </tr> <tr> <td></td> <td style="text-align: center;">Amendment Required</td> </tr> </table>		Budgeted	<b>X</b>	Non Budgeted		Amendment Required	
	Budgeted						
<b>X</b>	Non Budgeted						
	Amendment Required						

**CITY OF WACONIA  
RESOLUTION NO 2016-221**

**RESOLUTION APPROVING 2016 4<sup>th</sup> QUARTER BUDGET AMENDMENTS**

**WHEREAS**, the City Council of the City of Waconia, Minnesota adopted the 2016 General, Enterprise, Special Revenue, Capital Projects, and Debt Service Fund budgets on December 14, 2015; and

**WHEREAS**, expenditures for meter/MXU, equipment, cost of construction, and contract services need to be revised; and

**WHEREAS**, revenue for building permit and plan check need to be revised; and

**WHEREAS**, interfund transfers to and from funds for project and debt related expenditures need to be revised; and

**WHEREAS**, overall, these changes only affect fund balance in the general fund; and

**WHEREAS**, City staff recommends budget amendments as identified in the attached document known as "EXHIBIT A".

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Waconia hereby approves the 2016 4<sup>th</sup> Quarter Budget Amendments as proposed.

Adopted by the City Council of the City of Waconia this 7<sup>th</sup> day of November, 2016.

\_\_\_\_\_  
James P. Sanborn, Mayor

ATTEST: \_\_\_\_\_  
Susan MH Arntz, City Administrator

M/ _____	Erickson	_____
	Bloudek	_____
S/ _____	Carrier	_____
	Ayers	_____
	Sanborn	_____

2016 4th Quarter Administration Budget Amendments

Amendment Amount/Current Budget/New Budget

"EXHIBIT A"

Department	Line Item	Amount	Current Budget	New Budget	Revenue Expense	Description
PIR Capital	Interfund Transfer Out	\$ 228,211.00	\$ -	\$ 228,211.00	Expense	Resolution 2015-248 approved on November 7, 2015, added additional scope and expense to the project at the Clearwater Shores. The property owners agreed to increase assessments for the costs and the City is using the PIR capital fund to cover the remaining costs of \$190,176. Based on the remaining expenses left on the contract, an additional 20% in contingency has been added. If there is remaining cash left from this transfer, it will be transferred back to the PIR capital fund.
Clearwater Shores HIA Capital Project Fund	Interfund Transfer In	\$ (228,211.00)	\$ -	\$ (228,211.00)	Revenue	
Water	Meter/MXU	\$ 378,765.00	\$ 40,000.00	\$ 418,765.00	Expense	The meter replacement project is being budgeted out of other accounts in the water fund and not the cost of construction line item. Because of this, we are separating out the total budgeted for 2016 to the appropriate line items. We will follow this practice with the 2017 budget.
Water	Equipment	\$ 6,500.00	\$ 10,000.00	\$ 16,500.00	Expense	
Water	Cost of Construction	\$ (385,265.00)	\$ 1,778,265.00	\$ 1,393,000.00	Expense	
General Fund - Building Inspections	Building Permit & Plan Check	\$ (550,000.00)	\$ (613,250.00)	\$ (1,163,250.00)	Revenue	Permit fees are trending higher than anticipated with the addition institutional projects (mainly related to the school expansion projects) added for 2016. This budget amendment will recognize the additional revenue for permits, expense for inspection services, and effect on the general fund fund balance.
General Fund - Building Inspections	Contract Services	\$ 200,000.00	\$ 183,975.00	\$ 383,975.00	Expense	
General Fund	Fund Balance	\$ 350,000.00		\$ 350,000.00	Fund Balance	
2015A Debt Fund	Interfund Transfer Out	\$ 564,500.00	\$ -	\$ 564,500.00	Expense	Additional debt proceeds need to be transferred out of the debt fund for project costs. This is a clean up item from the beginning of the year when final analysis of the bond fund was completed with the audit.
PIR Capital	Interfund Transfer In	\$ (564,500.00)	\$ (2,120,994.00)	\$ (2,685,494.00)	Revenue	

**2016 4th Quarter Administration Budget Amendments**

Amendment Amount/Current Budget/New Budget

**"EXHIBIT A"**

<b>Department</b>	<b>Line Item</b>	<b>Amount</b>	<b>Current Budget</b>	<b>New Budget</b>	<b>Revenue Expense</b>	<b>Description</b>
						With the 2015 bond issue, part of the storm water costs were to be paid by the 475 bond issued. We did not make a transfer of these funds in 2015 as we wanted to see how actual costs laid out for the project. This is an estimated amount based on year to date storm water costs related to improvements with the Highway 5 project. Once the project is finalized, we will be able to assess the final transfer for this portion of the project.
PIR Capital	Interfund Transfer Out	\$ 1,000,000.00	\$ 228,211.00	\$ 1,228,211.00	Expense	
Storm Water Utility Fund	Interfund Transfer In	\$ (1,000,000.00)	\$ -	\$ (1,000,000.00)	Revenue	



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b>	November 7, 2016
<b>Item Name:</b>	Approve Surplus Equipment – Men’s Belair Swiss Sports Watch
<b>Originating Department:</b>	Finance
<b>Presented by:</b>	Nicole Lueck, Finance Director

**Previous Council Action** (if any):

<b>Item Type (X only one):</b>	Consent	<input checked="" type="checkbox"/>	Regular Session	<input type="checkbox"/>	Discussion Session	<input type="checkbox"/>
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**RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED** (Include motion in proper format.)

Adopt Resolution 2016-222, Approving Surplus Equipment & Sale – Men’s Belair Swiss Sports Watch

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

In 2014, a customer turned in a Men’s Belair Swiss G10.211 stainless steel sports watch to staff at the City Hall front desk. It has been sitting in the lost and found at City Hall since that time and continues to go unclaimed. Staff believes the watch has value and could be sold as surplus equipment. The City utilizes GovDeals for the sale of these types of items. The equipment is listed at the lowest price the City will accept and people are allowed to bid on the item. The equipment is then sold to the highest bidder.

Funds from the sale will be recognized in the General Fund as reimbursement revenue.

<p><b>FINANCIAL IMPLICATIONS:</b>          Funding Sources &amp; Uses: General Fund - Administration</p> <p>Budget Information:</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 10%;"></td> <td>Budgeted</td> </tr> <tr> <td align="center"><b>X</b></td> <td>Non Budgeted</td> </tr> <tr> <td></td> <td>Amendment Required</td> </tr> </table>		Budgeted	<b>X</b>	Non Budgeted		Amendment Required	<p><b>ADVISORY BOARD RECOMMENDATIONS:</b></p> <p>Planning Commission          Parks and Recreation Board          Safari Island Advisory Board          Other</p>
	Budgeted						
<b>X</b>	Non Budgeted						
	Amendment Required						

**CITY OF WACONIA  
RESOLUTION NO. 2016-222**

**RESOLUTION APPROVING SURPLUS EQUIPMENT AND SALE – MEN’S BELAIR  
SWISS SPORTS WATCH**

**WHEREAS**, City staff received a watch at City Hall that was determined to be lost and found; and

**WHEREAS**, the watch has gone unclaimed since 2014; and

**WHEREAS**, the list of surplus equipment with saleable value includes the following:

1 – Men’s Belair Swiss G10.211 Stainless Steel Sports Watch

**WHEREAS**, funds received for the sale of the watch will be recognized in the General Fund - Administration operating fund; and

**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.

Adopted by the City Council of Waconia, Minnesota this 7<sup>th</sup> day of November, 2016.

\_\_\_\_\_  
James P. Sanborn, Mayor

ATTEST: \_\_\_\_\_  
Susan MH Arntz, City Administrator

M/ _____	Ayers	_____
	Bloudek	_____
S/ _____	Carrier	_____
	Erickson	_____
	Sanborn	_____



## REQUEST FOR CITY COUNCIL ACTION

<b>Meeting Date:</b>	November 7, 2016
<b>Item Name:</b>	Approve New 2016 City of Waconia Winter Maintenance Policy
<b>Originating</b>	Public Services
<b>Presented by:</b>	Craig Eldred, Public Services Director

<b>Previous Council Action (if any):</b>						
<b>Item Type (X only one):</b>	Consent		Regular Session	<input checked="" type="checkbox"/>	Discussion Session	

**RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED** (Include motion in proper format.)

**Adopt Resolution 2016-214; Approve New 2016 City of Waconia Winter Maintenance Policy**

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

Each year staff provides the City Council the opportunity to review and amend a Winter Maintenance Policy guided on operational practices and rules established by Ordinance. The City of Waconia has had a written policy since 1999. In the past updates to the policy have occurred including roadway additions, service level changes due to practices and needs.

This year we're providing a new Winter Maintenance Policy with enhancements guided to protect the City further if liability issues were to occur as Public Services delivers winter maintenance services to Public Facilities, Roadways, Trails, Sidewalks. A core group of winter maintenance professionals gathered with an Attorney, and established a Technical Advisory Committee to review legal issues in relation to winter maintenance of public and private sites.

From this TAC group a new draft Winter Maintenance Policy was established which supports the activities take by Public/Governmental, and Private Contractors who provide winter services.

The new policy details more information and provisions of Public Safety, Personal Safety, Environmental, Technical and Adaptability for winter maintenance services. Service levels, based upon priorities, training, record keeping, and delegation of authority support the services provided by the different providers. In addition to these critical items we were able to include pertinent information subjective to the city in regards to Parking, Operations, and Customer Service Response.

Priority and work flow items still exist in the format of exhibits guiding staff on priorities and support of staffing level issues if deemed necessary.

Public Services Department staff's intentions are to provide this new document for residential viewing in the Public Service area of the City's website.

Staff recommends approval of the City of Waconia Winter Maintenance Policy, and would welcome any comments from the City Council regarding the document or outlined processes.

<p><b>FINANCIAL IMPLICATIONS: None</b></p> <p>Funding Sources &amp; Uses: Street Department Budget</p>	<p><b>ADVISORY BOARD RECOMMENDATIONS:</b></p> <p>Planning Commission  Parks and Recreation Board  Safari Island Advisory Board  Other</p>						
<p>Budget Information:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; text-align: center;"><input checked="" type="checkbox"/></td> <td>Budgeted</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Non Budgeted</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Amendment Required</td> </tr> </table>	<input checked="" type="checkbox"/>	Budgeted	<input type="checkbox"/>	Non Budgeted	<input type="checkbox"/>	Amendment Required	
<input checked="" type="checkbox"/>	Budgeted						
<input type="checkbox"/>	Non Budgeted						
<input type="checkbox"/>	Amendment Required						

**CITY OF WACONIA  
RESOLUTION NO. 2016-214**

**RESOLUTION AUTHORIZING APPROVAL OF NEW 2016 CITY OF WACONIA WINTER  
MAINTENANCE POLICY**

**WHEREAS**, one of the City’s Key Outcomes is to “Maintain Multi-Modal Transportation Infrastructure System”; and

**WHEREAS**, the Public Services Department is providing a new format of “Winter Maintenance Policy” for the Waconia Community; and

**WHEREAS**, the new Policy provides improved provisions for the items listed below; and

1. Public Safety
2. Personal Safety
3. Environmental
4. Technical
5. Adaptability for Winter Maintenance Services
6. Record Keeping

**WHEREAS**, city staff were allowed to keep pertinent items related to Parking, Operations, and Customer Service Response guiding principles in established, but growing community; and

**WHEREAS**, resources are budgeted to provide optimum and quality winter maintenance services within the Street Department General Fund.

**NOW, THEREFORE, BE IT RESOLVED** That the City Council of the City of Waconia hereby authorizes approval of new “2016 City of Waconia Winter Maintenance Policy”.

Adopted by the City Council of the City of Waconia this 7th day of November, 2016.

\_\_\_\_\_  
James P. Sanborn, Mayor

Attest: \_\_\_\_\_  
Susan MH Arntz, City Administrator

M/ _____	Erickson	_____
	Bloudek	_____
S/ _____	Carrier	_____
	Ayers	_____
	Sanborn	_____



# City of Waconia Winter Maintenance Policy

Public Services Department

2016-2017

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# City of Waconia Winter Maintenance Policy

Adopted

November 7th, 2016

## A. Introduction

It is among the responsibilities of the City of Waconia to manage snow and ice on City streets and public property under the City's jurisdiction. The purpose of this document is to set policies for how the City will fulfill this responsibility and to identify those City officials and employees who are authorized to set subordinate policies and make judgments in the course of carrying out snow and ice management activities.

Setting policies for snow and ice management involves evaluating and weighing a number of considerations, including the following:

1. Public safety. The safety of those traveling by motor vehicle, on foot and by other modes of transportation is of high priority. The goal of the City is to provide for surface conditions that are safe for travel in consideration of surrounding conditions and circumstances. Also, vehicles and personnel engaged in snow and ice management activity can increase risk to the public by virtue of their presence on public ways during times when travel conditions and vision are impaired.
2. Personnel safety. City personnel incur risk by their presence on public ways while managing snow and ice. The safety of City personnel as well is of the utmost importance.
3. Cost. City funds are limited and taxpayers require that they be spent cost-effectively. It is not possible to address all snow and ice issues simultaneously and completely. It is not practical to maintain equipment and personnel availability at a level that is sufficient for all circumstances.
4. Environment. Materials to maintain or improve surface traction contribute pollutants such as sand and chlorides to surface waters and to City stormwater basins and other facilities, which in turn can increase the cost of maintaining those facilities. It is important not to use an excess of these materials. Chloride harms fish and other freshwater aquatic life and also negatively affects infrastructure, vehicles, plants, soil, pets, and wildlife, as well as impairs groundwater and drinking water supplies. Once in the water, chloride becomes a permanent pollutant and continues to accumulate in the

environment over time. The data show that salt concentrations are increasing impairments to both surface waters and groundwater across the state.

5. Priority setting to optimize outcomes. Because consideration must be given to all factors, it is necessary to set priorities for snow and ice management activities. Considerations include, though are not limited to, maintenance area classification and vehicle use level, need for emergency vehicle access, areas of known safety risk, reported conditions, costs, and impact on the environment.

6. Management/professional/technical judgment. Policies and practices rest on management, professional, and technical knowledge, on prevailing weather and travel conditions and on other circumstances that winter maintenance professionals encounter. As to important policy elements, the City Council cannot state a policy but instead must delegate the authority to establish and adjust the policy to the professional judgment of appropriate City personnel.

7. Need for adaptability. Particularly with respect to effectiveness, cost and environmental consequences, snow and ice management is a realm of innovation. It is important that the City policy allow for personnel to maintain awareness of developments and allow for practices to be adjusted as appropriate. The public must practice due care given the continuously changing hazards presented by natural snow and ice concerns

The policies stated in this document, as well as any delegations of authority to set subordinate policies, rest on an assessment and balancing of these considerations. It is not possible or practicable for snow and ice to be fully removed from all surfaces or prevented from accumulating on surfaces. The City encourages and expects that City residents and other members of the traveling public will at all times conduct their activities mindful of conditions, hazards, and what is necessary to remain safe.

**B. Snow and Ice Management Priorities**

The City differentiates among maintenance areas based on a variety of factors, including traffic volumes, its Downtown Business District, Commercial & Industrial Districts, Public Institutions, and Public Facilities. The established City priority is as follows:

**Roadway and Parking Lot Classification Service Levels**

<b>Classification</b>	<b>Target Regain Time</b>	<b>Lane Description</b>
Residential Streets	2-6 hours	The goal of the jurisdiction is to achieve driving lanes that are as free of snow and ice as reasonably possible in a northern climate. (See Below)
Alley Service Areas	4-9 hours	
Public Parking lots for non-motorized travel	9-36 hours	

- Drivers should take due care when driving on snow and ice surfaces, including reducing their speed. Jurisdictions will log the date and time when a satisfactory road condition is obtained.
- Exhibit A provides listing of Streets of Higher Priority
- Exhibit B provides listings of Parking Lots
- Major Storms or Blizzards will require additional response time based upon its status or arrival.

### **City Sidewalk and Trail Service Levels**

<b>Classification</b>	<b>Target Regain Time</b>	<b>Functional Description</b>
High Volume Sidewalk and Trail	Day One	School Zones, Commercial and Industrial
Medium Volume Sidewalk and Trail	Day Two	Park sidewalks and trails non-linking
Low Volume Sidewalk and Trail	Day Three	Dead End sidewalk and trail; extreme limited use

- Designated sidewalks and trails detailed above are cleared of snow and treated to meet the expectations within this document.
- Designated sidewalks and trails are normally plowed, blown, or swept. The method of snow removal depends on the amount and type of snowfall.
- Designated sidewalks and trails will be cleared as thoroughly as possible, but need not be cleared of all snow or ice, nor maintained to bare pavement.
- Exhibit C provides listings of Day One, Two, and Three

The City will also consider localized safety concerns, reported hazard conditions and other relevant information in adjusting priorities. The City, Public Services Director, or delegated authority has discretion to direct the resources contained in this Policy, and those directives set by the City Administrator or City Council. The City Public Services Director, or delegated authority directs resources and adjusts priorities during an event with due attention to the considerations listed in Section A, above. Within the policies and directives set by the City Administrator or City Council, operations personnel may adjust their activity as well to address safety concerns, improve effectiveness, reduce costs, and limit environmental impacts. Section A, paragraph 1, is a significant operational consideration for Cities when making such adjustments.

## **C. Training**

It is important that personnel involved in snow and ice management receive appropriate training to inform their operational capacities and the judgment that they must exercise in performing their responsibilities. The City Public Services Director is delegated the authority to determine and provide for appropriate training and tasked to inform the City Administrator and City Council of training funding needs during budgeting. The Administrator will consider training for police, emergency response and other City personnel who may not have specific responsibilities for snow and ice management but whose awareness and coordination is important to the City's efforts.

The City will document, or require documentation of, all training that it requires or conducts.

## **D. Delegations of Authority**

Authority with respect to snow and ice management decisions is delegated as follows:

1. City Public Services Director or delegated authority. The City Public Services Director or delegated authority will exercise general oversight of snow and ice management activities and will make recommendations to the City Administrator and City Council on staffing, purchases and funding as a part of annual budgeting. The Public Services Director or delegated authority will exercise responsibility with respect to personnel training as indicated in Section C, above.

The Public Services Director or delegated authority will establish procedures for reports on snow and ice conditions from city personnel or the public to be documented and routed to appropriate city personnel so that such reports inform snow and ice management activities. Operators will consider how best to resolve snow and ice management complaints, pursuant to the following City Policy:

2. Resident Response Procedures. Concerns or questions regarding snow and ice control or damage shall be taken during normal working hours and handled in accordance with the following items. It should be understood that complaint responses are to ensure that the provisions of this policy have been fulfilled and that all residents of the City have been treated uniformly. It is the City's intention to log all complaints and upgrade this policy as necessary in consideration of the constraints of our resources. In the event of people registering a complaint, the Public Services Director, or his delegated authority, shall make on site visits to the indication of the complaint, if the complaint is such that a site visitation is indicated.

The City Administrator or delegated authority may enter into contracts for snow and ice management services or may recommend such contracts to the City Council, in accordance with City policy. All contracts will provide the following:

- a. All personnel performing the contract on any public maintenance area on behalf of the contracting party are trained to a minimum level approved by the City
- b. The contracting party will perform the work in accordance with all applicable City policies and directives, copies of which will be provided to the contracting party.
- c. The contracting party will be insured for general and automotive liability to the same limits and under the same standard conditions as in other City contracts, or to such other limits and under such other conditions as the City Attorney may advise.
- d. The contracting party will perform all work with due care, and will indemnify the City and hold it harmless for its negligent and willful acts and omissions.

2. City Public Services Director or delegated authority. The City Public Services Director or delegated authority is authorized to establish subordinate policies and directives with respect to the following:

- a. Adjustments to snow and ice management priorities as indicated in Section B, above.
- b. Protocols and directives concerning the initiation and cessation of snow and ice management activities. Cessation protocols and directives will consider conditions that endanger employee or equipment safety, or that cause management activities to be ineffective.
- c. Protocols and practices for snow plowing and other operations, including snow storage. In determining snow storage locations and conditions, the Public Services Director or delegated authority will consider the debris and pollutant load held within stored snow and the potential water pollution impact of snowmelt within surface runoff.
- d. Protocols for application of sand, salt and other means to preserve/reestablish traction. The Public Services Director or delegated authority will give particular consideration to safety, environmental, and cost concerns, will maintain City awareness of best practices and innovations, and in his or her judgment will adjust protocols in accordance with such practices and innovations.

In making the judgments underlying these actions, the City Public Services Director or delegated authority will give due attention to the considerations listed in Section A, above. The City Public Services Director or delegated authority should consider providing for awareness of best practices, including those contained in the Winter Parking Lot and Sidewalk Maintenance Manual (MPCA, 2015) and the Minnesota Snow and Ice Control Field Handbook for Snowplow Operators (Minnesota Local Road Research Board, 2012), as they may be updated, and to provide for incorporation of best practices as appropriate.

Until such time as applicable policies and directives are established, the City Public Services Director or delegated authority will direct operations in his or her best judgment and with attention to the considerations listed in Section A, above.

3. Operators. City personnel engaged in snow and ice management operations are authorized to adjust activities in accordance with Section B, above. Such personnel, in their judgment, also may adjust plowing and other operational methods and may implement hazard warnings, consistent with the policies and directives set by the City Public Services Director or delegated authority. Operators are to use professional judgment and discretion to determine the best course of action to complete snow and ice management responsibilities under the circumstances, considering public and driver safety.

## **E. Operational Framework**

1. Commencement of Operations. Anti-icing, or use of liquids applied to street, trails, and sidewalks may occur in advance of snow fall. These products assist in preventing the bond of snow to said surfaces and are proven to reduce operational cost and environmental impacts to our watersheds. Snow plowing and/or ice control operations shall commence under the direction of the Public Services Director or his delegated authority based upon the following criteria:

- a. Air and pavement temperatures
- b. Anti-icing operations may occur 24 hours in advance of an approaching storm
- c. Measurable snow accumulations, with continual snow fall, warrants commencement of removal operations.
- d. Drifting of snow may warrant commencement of partial or full operation, depending upon conditions.

e. Icing of pavements may also warrant partial or full operations depending on extent and conditions.

2. Documentation. The Public Services Director or his delegated authority will document control practices, decisions, and electronic records carrying out this Policy. Such records will include weather conditions, pavement temperatures, amount of precipitation; snow, or ice, use of material and equipment, time of completion, and personnel providing service.

3. Emergency Situations. The City will dispatch operators and equipment as soon as possible to the routes required by emergency vehicles – Fire, Medical, Police – responding to an emergency situation within the jurisdiction of the City. The City will plow private property only if emergency vehicles require access.

4. Damage to Personal Property. Property Owner's may have Personal Property located within the City Right of Way system. Permitted use includes Mailboxes. However, said mailboxes must be installed in such a manner and in good condition to provide access by the United States Postal Service and provide for Public Service snow removal equipment to pass-by. Newspaper boxes installed under mail boxes in most cases do not allow for snow removal equipment to pass under and can cause an indirect hit to the mailbox. See Exhibit E detailing a properly established mailbox. Property owners assume all risk and responsibilities for replacement of mailboxes and supports that are constructed of materials such as but not limited to brick and mortar, stone aggregate, ornamental railings, or antique type supports. The City assumes a value of no more than \$50.00 for mailboxes of this type, which are hit by a City snow plow.

The City will install replacement parts or a mailbox of standard size non-decorative type. The City will make temporary repairs to mailboxes for mail delivery if the City plow actually hits the mailbox. Weather and staffing dictate the completion of repairs.

***The City will bear the cost of repairs of a damaged mailbox ONLY if it is a result of City Equipment actually hitting the mailbox, not from the weight of the snow being discharged from the plow.***

The City will assume no responsibility for damage to underground irrigation systems, private lighting systems, trees, shrubs, specialty grasses, rocks, fences, retaining walls or similar landscaping installed in the City controlled Right of Way or easements.

5. Boulevard Sod. The City when it receives a complaint, record the location of alleged sod damage caused by contact with City Equipment. The extent of the damage will be reviewed and verified by Public Service staff. If the sod is determined to be of repair, staff will conduct the following; 1.) Make record of the site and maintain a list of confirmed areas. 2.) Schedule top soil and seeding in the spring. **The City does not**

**conduct repairs with sod.** 3.) Public Service staff will water the effective area one-time; it will then become the resident's responsibility to water and maintain the area. The costs of top soil and seed are borne by the City.

6. Parking Restrictions. On street parking is not compatible with efficient snowplowing operations. Vehicles left parked and unattended on the street for extended periods of time create problems for snowplows as well as safety problems with packed snow and ice around vehicles. Ticketing and/or towing these vehicles may occur in conformance with City Ordinance. The City works with Colony Plaza on towing of vehicles. If your vehicle is towed you may recover it once the fees and fines are paid in full at Colony Plaza at 140 Highway 5 West, Waconia, MN 55387; Phone: 952-442-2817

City Ordinance 634.01 Winter Parking

Subd. 1. Winter Parking. No person shall park or leave standing any vehicle, whether attended or unattended, upon any avenue, street, or highway within the City between the hours of 12 Midnight and 8:00 a.m. from November 1 through April 1.

Subd. 2 Exceptions to Winter Parking System. The winter parking system described in Subd. 1, above, shall not apply and, instead there shall be no parking whatsoever between the hours of 2:00 a.m. and 6:00 a.m. from November 1 through April 1 of each winter season on the following portions of the following streets.

- Main Street between Pine and Maple Streets,
- First Street between Spruce and Maple Streets,
- Second Street between Vine and Elm Streets,
- Vine Street between Second and the alley running between Lake and Main Streets,
- Olive Street between Third and the alley between Lake Street and Main Streets,
- Maple Street between First and Main Streets,
- Elm Street between Third and Main Streets,
- Pine Street south of Minnesota Trunk Highway No. 5,
- Eighth Street,
- Industrial Boulevard,
- Industrial Boulevard West,
- Mill Lane.

Subd. 3 Handicapped Vehicles. Any vehicle displaying a valid temporary or permanent handicapped identification certificate or insignia issued by the Minnesota Department of Public Safety pursuant to Minnesota Statutes Section 169.345 or any other valid

temporary or permanent handicap identification certificate or insignia issued by another state within the United States shall be exempt from the winter parking restrictions set forth in Subd. 1, above, but shall be subject to all other parking regulations set forth in this Chapter.

Subd. 4 Parking Lots. Parking in public parking lots in the City shall be prohibited upon the accumulation of two (2) inches or more of snow and until such time as the snow has been completely cleared from the parking lot.

Subd. 5. Alleys, Sidewalks, and Public Grounds. No vehicle shall be parked on any public alley for more than fifteen minutes at any time during the period from November 1 to April 1 of each winter season. No vehicle shall ever be parked on any sidewalk or public ground at any time.

Subd. 6 Penalty. Any person, firm, or corporation who shall violate the provisions of this Section shall be subject to having the vehicle ticketed by a Police Officer or Carver County Sheriff's Deputy and removed with the cost of such moving and storage to be paid by the owner thereof pursuant to Section 630.05 of this Code.

Additionally, after large accumulations of snow, the City may find it advisable to prescribe parking restrictions to facilitate snowplowing and clean-up operations.

7. Deviation from Policy. If a person with delegated authority determines deviation from this Policy to be in the best interest of the City, or that a change is needed, the deviation will be documented. Documentation includes identifying: the cause, why the response was necessary, and how long the deviation will be in effect.

8. Review and Modification of Policy. Said Winter Maintenance Policy is reviewed annually for updates and provided for approval by the City Council of Waconia.

## **F. Assuming Responsibility for Private Roadways, Parking Areas, Sidewalks, and Trails**

The City is not responsible for snow and ice management on any roadway or parking area not owned by or dedicated to the City, except as may be provided in a legally binding, written acceptance of that responsibility in the context of a development approval or otherwise. Snow removal from Private Roadways, Parking Areas, Sidewalks, Trails and Driveways should be discharged on-to Private Property. Discharging of snow from Private Property areas listed into a Street or across a Street may cause safety and liability issues. **Snow from Private Property must NOT be discharged onto City Property.**

## **G. Coordination with Other Jurisdictions**

The table below lists the jurisdiction responsible for facilities within the City's Corporate Boundaries.

<b>Maintenance Area</b>	<b>Responsibility</b>	<b>Telephone No.</b>
Trunk Highway Five	State of Minnesota	651-296-3000
Trunk Highway 284	State of Minnesota	651-296-3000
County Highway 10	Carver County	952-466-5200
County Highway 59	Carver County	952-466-5200

The City will coordinate with neighboring or regional jurisdictions as warranted to realize better management outcomes, cost savings or environmental benefits.

### **No Rights Created**

This policy is for internal use only in order to specify the policies and distribution of authority for snow and ice management. The policy is for the benefit of serving the general public and not for the benefit of any individual or specific group of individuals. It is not intended to and does not create any right or expectation in any third party. The City Council may amend this policy or make exceptions to it as it deems appropriate.

### **Disclaimer**

The City will begin snow and ice management as soon as reasonably possible. Cold, wind, visibility, equipment failure or disability, rapid snow and ice accumulation, and/or other unforeseen conditions or emergencies may prevent safe or effective management and cause delays in management operations.

### **Distribution**

This policy will be distributed to the following:

The City of Waconia Winter Maintenance Policy is available on the City Website under the Public Service Heading and Policies.

## Exhibit A Collector Streets

Street	Point to Point
Maple St.	Hwy 5 to Lake St.
Olive St.	Hwy 5 to Lake St.
Elm St.	Hwy to Lake Access
Pine St.	Hwy 5 to Lake St.
Main St.	Walnut St. to Old Beach Lane
1 <sup>st</sup> St.	Spruce St. to Maple St.
2 <sup>nd</sup> St.	Olive St. to Pine St.
Vine St.	3 <sup>rd</sup> St. to Lake St.
Birch St.	Hwy 5 to Lake St.
Lake St.	Walnut St. to Main St.
Waconia Parkway North	Main St. to Co. Rd. 10
Burandt Blvd	Farmline Rd. to Walnut St.
Farmline Rd.	Waconia Parkway South to Burandt Blvd.
Oak Ave	Waconia Parkway South to S. City Limits
Community Dr.	Oak Ave to Parking Lot
Strong Dr.	Hwy 5 to Waconia Parkway South
Frontage Rd.	Hwy 5 to Hartmann Dr.
Sparrow Rd.	Oak Ave. to Co. Rd. 10
Fountain Ln.	Sparrow Rd. to Silver St.
Marketplace Dr.	Co. Rd.10 to Mill Rd.
Marketplace Rd.	Hwy 5 to Marketplace Dr.
Sierra Parkway	Hwy 284 to Fountain Ln.

Cherry St.	Hwy 5 to Maple St.
Cherry Drive	Cherry Street to Cul-de-sac
Tenth Street	Main Street Ext. to TH 284
Airport Road	Main Street Ext. to East Corp. Limits
Interlaken Parkway	CSAH 10 to Cul-de-sac

**Exhibit B Public Parking Lots**

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LOT #1	236 1 <sup>st</sup> Street West
LOT #2	17 1 <sup>st</sup> Street West
LOT #3	201 Vine Street South
LOT #4	200 2 <sup>nd</sup> Street West
LOT #5	116 1 <sup>st</sup> Street West
LOT #6	141 Main Street West- Upper Ramp
LOT #7	141 Main Street West- Lower Ramp
LOT #8	26 Maple Street South
LOT #9	130 Cedar Street North
LOT #10	1200 Oak Avenue
LOT #11	1600 Community Drive

**Exhibit C Sidewalks and Trails Plowing Plan**

<b>Day One</b>	<b>Type</b>	<b>Street/Area</b>	<b>To/From</b>
	Sidewalk	101 1 <sup>st</sup> Street West	(South Side)
	Sidewalk	101 Main Street East	(City Square Park)
	Trail	1200 Oak Avenue	(Brook Peterson Park)
	Trail	130 Cedar Street North	(Cedar Point Park)
	Sidewalk	17 1 <sup>st</sup> Street West	Elm Street (North & East Side)
	Sidewalk	1 <sup>st</sup> Street	Main Street
	Sidewalk	201 Vine Street South	City Hall/Library
	Sidewalk	225 1 <sup>st</sup> Street West	(East Side)
	Sidewalk	26 Maple Street South	(North Side)
	Sidewalk	Pinehill Boulevard	Through Park
	Sidewalk	Lennox Drive	Sparrow Road to Park Property
	Sidewalk	Sparrow Road	Lenox Drive to End
	Trail	Burandt Boulevard	Farm Line Road to Kinder Drive
	Trail	Community Drive	Oak Avenue- Wildcat Way
	Trail	County Road 284 - 10 <sup>th</sup> Street	Highway 5
	Trail	Creekside Drive	Oak Avenue
	Trail	Farm Line Road	Burandt Boulevard to Waconia Parkway South
	Trail	Highway 10	Highway 5 to Ravenwood Drive
	Trail	Highway 5	Waconia Parkway to South-Olive Street
	Trail	Highway 5	Oak Avenue to TH 284
	Trail	Main Street	Highway 5 to Old Beach Lane
	Trail	Main Street/CSAH 59	CSAH 10 to Highway 5

Trail	Oak Avenue	Waconia Parkway South on Highway 5 (East & West Sides)
Trail	Ravenwood Drive	Highway 10- Sparrow Road
Trail	Sparrow Road	Lenox Drive- Highway 10
Trail	TH 284	Sierra Parkway to Sparrow Road
Trail	Waconia Parkway North	Scott Lane to Highway 10
Trail	Waconia Parkway South	Farm Line Road- Oak Avenue
Trail	Waconia Parkway South	Farm Line Road- Highway 5
Trail	Brook Peterson Park	Community Drive- Baseball Parking Lot- Pond Circle Path

**Exhibit C Sidewalks and Trails Plowing Plan Cont'd**

<b>Day Two</b>	<b>Type</b>	<b>Street/Area</b>	<b>To/From</b>
	Trail	1150 Burandt Boulevard	(Pheasant Ridge Park)
	Tail	Sunset Avenue	Sunset to End
	Sidewalk	1200 Oak Avenue	(Brook Peterson Park)
	Trail	1205 Highway 284	(Fox Run Park)
	Trail	1270 Interlaken Parkway	(Interlaken Park)
	Trail	1300 Highway 284	(Wildhurst Park)
	Trail	Old Beach Lane & Connection	Main Street to County Park
	Trail	1401 Mockingbird Drive	(Bent Creek Park)
	Trail	1431 Sparrow Road	(Oakpointe Park)
	Trail	Interlaken Park	Interior Trails
	Sidewalk	Interlaken Parkway	Park Road Frontage
	Sidewalk	Interlaken Parkway	Reitz Lake Park Frontage

Sidewalk	Airport Road	Main Street Ext. to Park Frontage
Sidewalk	Somerwood Drive	Airport Road to Oakmont Lane
Trail	1568 Woodlawn Circle	Park Point Road and Dead End
Trail	1702 Ravencroft Road	(Waterford Park)
Trail	Mill Lane- Marketplace Drive	Industrial Boulevard West
Trail	Old Beach Lane- Main Street Extension	Cul-del-sac
Tail	Vista Point Park	Beach Road to Old Beach Lane
Trail	Woodlawn Circle	Woodlawn Circle
Trail	Willowbrooke Lane	Woodlawn Circle

**Exhibit C Blowing Trail & Sidewalk Segments**

Day Two	Type	From	To
	Trail	TH 284; CSAH 10	Sparrow Road
	Trail	TH 5 ; Olive Street	Maple Street
	Trail	Cherry & 5 <sup>th</sup> Street	TH 5
	Sidewalk	Maple & 5 <sup>th</sup> Street	Cherry Street
	Sidewalk	Cherry & 5 <sup>th</sup> Street	TH 5
	Trail	Tenth Street; TH 284	Pinehill Boulevard
	Trail	Main Street; Yellowstone Trail	Old Beach Lane
	Trail	Fountain Lane; Sparrow Road	1826 Fountain Lane

### Truck Wing Trail Clearing Segments

Day Two	Type	From	To
	Trail	Burandt Blvd.; Kinder Drive	Cherrywood Lane
	Trail	Oak Avenue- Waconia Parkway South	Community Drive (East & West Side)

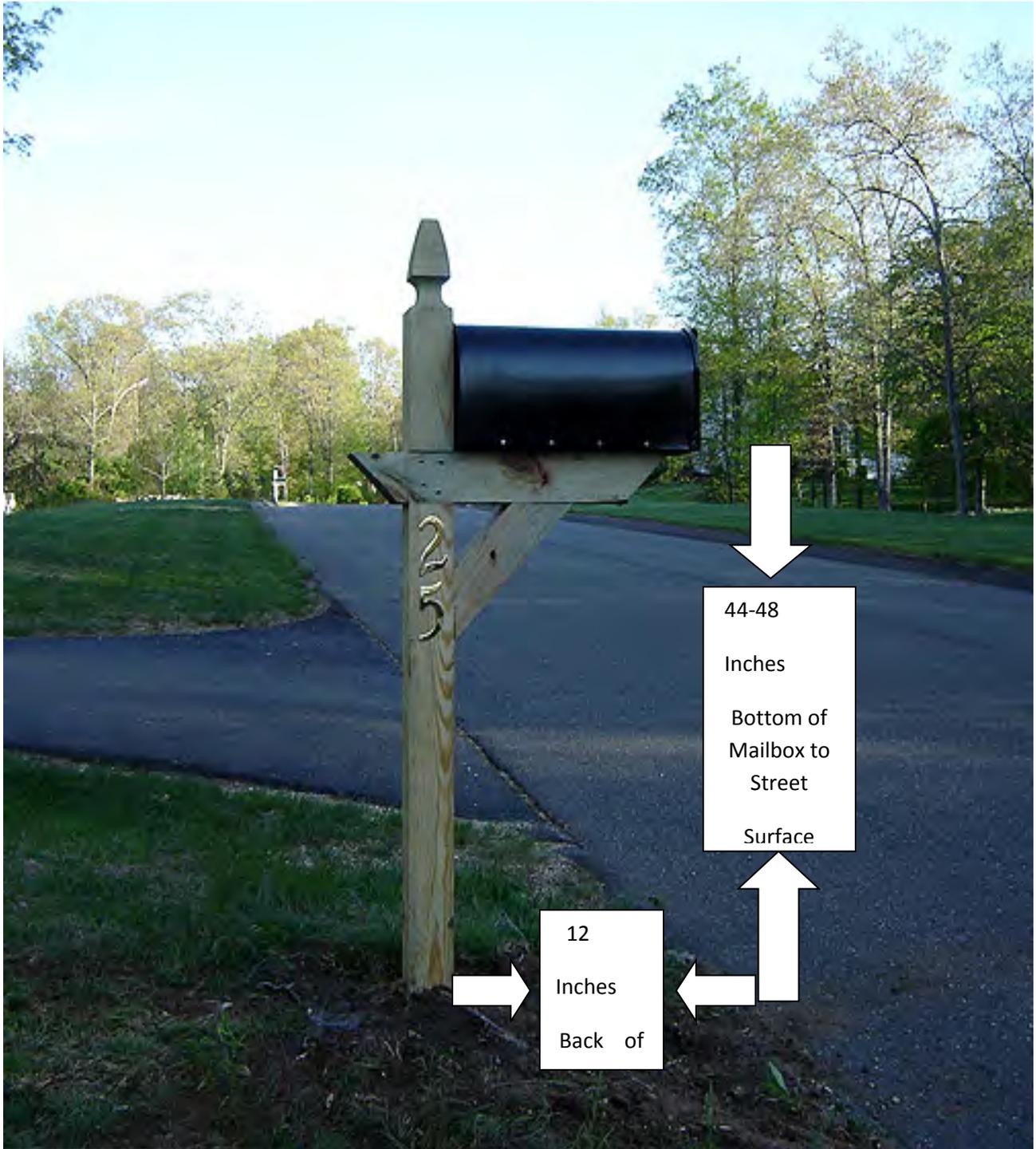
### Exhibit D Wind Row Streets

Street	From	To	Number of Blocks
Pine Street	1 <sup>st</sup> Street	2 <sup>nd</sup> Street	1
Vine Street	Lake Street	2 <sup>nd</sup> Street	3
Spruce Street	1 <sup>st</sup> Street	2 <sup>nd</sup> Street	1
Walnut Street	Lake Street	3 <sup>rd</sup> Street	4
Elm Street	Main Street	3 <sup>rd</sup> Street	3
2 <sup>nd</sup> Street	Orange Street	Birch Street	1
1 <sup>st</sup> Street	Walnut Street	Cherry Street	1
Maple Street	Main Street	TH Five	6
Olive Street	3 <sup>rd</sup> Street	Lake Street	4
1 <sup>st</sup> Street	Spruce Street	Maple Street	5
2 <sup>nd</sup> Street	Spruce Street	Oak Street	1
4 <sup>th</sup> Street	Maple Street	Olive Street	2
2 <sup>nd</sup> Street	Pine Street	Olive Street	3
Main Street	Maple Street	Pine Street	1
Lake Street	Cedar Street	Walnut Street	1
Lake Street	40 North Maple Street		0.5
Elm Street	Fifth Street	TH Five	1

Fourth Street	Elm Street	Olive Street	1
<b>Total</b>			<b>39.5</b>

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**Exhibit E- Mailbox Installation Detail**



**CITY OF WACONIA MAILBOX INSTALLATION DETAI**



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b>	November 7 <sup>th</sup> , 2016					
<b>Item Name:</b>	Sudheimer Retail Addition Preliminary and Final Plat Applications for 10590 & 10594 10 <sup>th</sup> Street West					
<b>Originating Dept:</b>	Community Development					
<b>Presented by:</b>	Lane Braaten, Community Development Director					
<b>Previous Council Action (if any):</b>						
<b>Item Type (X only one):</b>	Consent		Regular Session	<input checked="" type="checkbox"/>	Discussion Session	

**RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED** (Include motion in proper format.)

**Adopt Resolution No. 2016-215 approving the Sudheimer Retail Addition Preliminary and Final Plat Applications.**

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

**BACKGROUND:**

**Applicant:** Tom Ryan  
**Owner:** KTJ 290, LLC  
**Address:** 10590 & 10594 10<sup>th</sup> Street West  
**P.I.D. #:** 750235100 & 750235200  
**Zoning District:** B-1, Highway Business District  
**Comprehensive Plan Designation:** C – Commercial

**REQUEST:**

The City has received a preliminary and final plat application from Tom Ryan, on behalf of KTJ 290, LLC, for the properties located at 10590 & 10594 10<sup>th</sup> Street West. The preliminary and final plat, titled Sudheimer Retail Addition, is proposed to include three (3) commercial parcels and one (1) outlet, along with the dedication of right-of-way.

**APPLICABLE ORDINANCE PROVISIONS:**

1. Section 900.05, Subd. 2.F – B-1, Highway Business District
2. Section 1000 – Subdivision Ordinance

**EXISTING CONDITIONS:**

The subject parcels, located at 10590 and 10594 10<sup>th</sup> Street West, are currently undeveloped and located within the Waconia City Limits (see attached location map). Specifically, the properties are located south and east of the intersection of Hwy. 5 and County Road 10. Most recently the properties were used as a staging area for construction equipment and materials during the Hwy. 5, Cherry Street and 10<sup>th</sup> Street road construction projects.

**PRELIMINARY PLAT REVIEW:**  
**SUBDIVISION DESIGN FEATURES**

The City of Waconia staff have reviewed the proposed Preliminary Plat application for the Sudheimer Retail Addition commercial development drafted by Kimley-Horn Associates, Inc. dated August 31<sup>st</sup>, 2016 and provide the following review and comments:

**Streets/Access**

The applicant is proposing three main accesses to the development, two full accesses off of 10<sup>th</sup> Street West and a right in only access off of Cherry Street. Staff finds the proposed accesses off of 10<sup>th</sup> Street West to be in compliance with City standards. The right in access proposed shall be modified per the City Engineer memo dated September 29, 2016 (see attached). The final Cherry Street access shall be subject to the final review and approval of the City Engineer and the Public Services Director.

The proposed arrangement, character, extent, width, grade and location of all streets shown on the Sudheimer Retail Addition Preliminary Plat plans are in conformance with the City Code and the City’s Comprehensive Plan. The road sections were reviewed and approved as part of the Hwy. 5 project last year.

**Easements**

Section 1000.06, Subd. 4 of the City Ordinance requires drainage and utility easements at least 10 feet wide, centered on

the rear and side lot lines of abutting lots and shall have continuity from block to block and lot to lot. The applicant is proposing drainage and utility easements which conform to City standards.

### **Blocks**

The blocks proposed in the Sudheimer Retail Addition commercial development are in conformance with the standards set forth in City Ordinance.

### **Lots**

The subject parcels are zoned B-1, Highway Business District, which require a minimum lot area of 17,500 sq. ft. and a minimum lot width of 100 ft. The proposed parcels are in conformance with said standards.

### **Outlots**

The proposed plans indicate one (1) outlot being created with the approval of the Sudheimer Retail Addition commercial development (Outlot A).

Outlot A – The parcel size is such that future commercial development of Outlot A can meet minimum sizing requirements in the B-1, Highway Business District.

Staff is requesting the plat be revised to include a separate outlot at the stormwater pump station. This is the triangular piece of the 10<sup>th</sup> Street right-of-way located to the south of Outlot A.

### **Public Land Dedication, Open Space**

City Ordinance requires at least 10% of the gross land in a subdivision shall be dedicated for parks, schools, playgrounds and open space. The City, upon consideration of the particular type of development proposed in the subdivision, may require larger or lesser amounts of land to be dedicated if it determines that the present and future residents of the subdivision would require greater or lesser amounts of land for such purposes. Further, City Ordinance requires payment in lieu of land if the area is not suitable or desirable for park/playground/open space purposes.

The Park & Recreation Board reviewed the Sudheimer Retail Addition Preliminary Plat at their regular meeting on September 15<sup>th</sup> and recommended that City Council accept cash in lieu of land as the area is not desirable for park/playground/open space purposes because of location. Per Ordinance requirements for the subdivision of commercial property they are recommending a payment in lieu of land in the amount of \$5,000 per gross acre, minus the lands occupied by delineated wetlands and the property utilized for road right-of-way, which was already provided to the City as part of a perpetual easement during the Hwy. 5 project.

### **Pedestrian Ways and Trails**

City Ordinance states “*Subdividers shall define and construct a meaningful pedestrian circulation system subject to City approval which connects to the major trail system and to schools, parks and shopping areas and shall provide easements to accommodate such movement. Said pedestrian ways shall be coordinated with those of adjacent subdivisions and the Comprehensive Plan.*”

#### **Sidewalks**

The City installed sidewalk along the 10<sup>th</sup> Street West section of the property as part of the Hwy. 5 project last year. The applicant is proposing internal sidewalk segments linking the existing sidewalk to the three parcels, which is in compliance with City Ordinance requirements.

#### **Trails**

There are existing bituminous trail sections along the Hwy 5 corridor, the County Road 10 segment and the Cherry Street segment bordering the proposed subdivision. Further trail segments are not necessary as part of the subdivision applications as the applicant is linking the existing trail segments to the uses on the proposed properties as part of this application and the Site Plan applications for the properties.

Future development of Outlot A will require additional trail and sidewalk improvements. The trail and sidewalk improvements shall be reviewed at the time of Site Plan for said property.

### **Landscaping**

The landscaping of the properties will be reviewed and approved as part of the Site Plan and Design Review Applications for each of the subject parcels at the time of development.

### **Utilities & Storm Water Management**

The utility and storm water information have been reviewed by the City Engineer and the Public Services Director. There are a couple of outstanding items which require resolution, but the City Engineer has recommended, in the attached September 29<sup>th</sup>, 2016 memo, approval of the project with the stated conditions. The applicant shall work with the City Engineer to revise the utility information to the satisfaction of the City prior to any work commencing on site.

### **FINAL PLAT REVIEW:**

Attached you will also find the application materials pertaining to the Sudheimer Retail Addition Final Plat as proposed by Tom Ryan/KTJ 290, LLC. The proposed final plat is consistent with the Sudheimer Retail Addition Preliminary Plat, which includes the development of three (3) parcels and one (1) outlot.

Staff recommends approval of the proposed Sudheimer Retail Addition Final Plat application as the Planning Commission found that the preliminary plat has met all minimum City Ordinance requirements. Further, any recommendation of approval should include a condition of approval requiring the property owner enter into a developers agreement with the City prior to the issuance of any building permits for the subject parcels.

### **PUBLIC NOTICE/COMMENT**

The notices were published in the WACONIA PATRIOT on September 22<sup>nd</sup>, 2016 and posted at Waconia City Hall. Individual notices were mailed to all property owners within 350 feet of the subject parcel. As of the date and time of this report the City has not received any comments regarding the proposed Sudheimer Retail Addition commercial development.

### **CONCLUSION / RECOMMENDATION**

The Planning Commission held a public hearing on October 18<sup>th</sup>, 2016 and recommended the City Council approve the Preliminary and Final Plat applications for the Sudheimer Retail Addition commercial development via a 4-0 vote.

If the City Council chooses to approve the Sudheimer Retail Addition Preliminary and Final Plats the Planning Commission and staff would recommend the approvals with the following conditions:

1. The Sudheimer Retail Addition Preliminary and Final Plats shall be completed as approved and as conditionally revised by the Planning Commission and the City Council.
2. All applicable permits are applied for by the applicant with all supporting documentation and issued prior to the start of construction.
3. The applicant shall obtain Carver County Watershed Management Organization (CCWMO) approval and permitting for erosion control and stormwater management. A copy of any approvals or permits shall be submitted prior to any land disturbing activities.
4. The applicant shall obtain a General Construction Stormwater Permit (NPDES) from the Minnesota Pollution Control Agency and submit a copy to the City prior to any land disturbing activities.
5. All indirect costs related to the permitting, review, and plans associated with engineering and administrative costs shall be paid by the applicant/owner.
6. The watermain, sanitary sewer, grading, and stormwater issues shall be resolved to the satisfaction of the City Engineer and Public Services Director prior to the issuance of the building permit for the Sudheimer Retail Addition commercial development.
7. Compliance with applicable items contained in Chapter 1000 of the City of Waconia Subdivision Ordinance.
8. The plat shall be revised to include a separate outlot at the stormwater pump station. This is the triangular piece of the 10<sup>th</sup> Street right-of-way located to the south of Outlot A.
9. Compliance with the items noted in the City Engineer memo dated September 29, 2016.
10. Execution of a Developer's Agreement for the Final Plat.

### **ATTACHMENTS:**

- Attachment 1: Draft Resolution (2 pages)
- Attachment 2: Location Map (1 page)
- Attachment 3: Public Hearing Notice (1 page)
- Attachment 4: City Engineer Memo dated September 29<sup>th</sup>, 2016 (1 page)
- Attachment 5: Preliminary Plat (1 page)
- Attachment 6: Sudheimer Retail Addition Final Plat (2 pages)
- Attachment 7: Site Plan (1 page)

**CITY OF WACONIA  
RESOLUTION NO. 2016-215**

**RESOLUTION APPROVING THE SUDHEIMER RETAIL ADDITION  
PRELIMINARY & FINAL PLAT**

**WHEREAS**, Mr. Tom Ryan, on behalf of KTJ 290, LLC (the “Applicant”) has submitted a preliminary plat application titled Sudheimer Retail Addition consisting of three (3) commercial parcels and one (1) outlot pursuant to Chapter 1000 of the Waconia Code of Ordinances; and

**WHEREAS**, the Applicant has also submitted a final plat application for the Sudheimer Retail Addition pursuant to Chapter 1000 of the Waconia Code of Ordinances; and

**WHEREAS**, the properties are described as PID#s 750235100 and 750235200 and the current addresses of the properties are 10590 and 10594 10<sup>th</sup> Street West; and

**WHEREAS**, the Sudheimer Retail Addition Final Plat is consistent with the Sudheimer Retail Addition Preliminary Plat; and

**WHEREAS**, the Planning Commission conducted a public hearing for the Sudheimer Retail Addition Preliminary and Final Plat applications on October 18<sup>th</sup>, 2016 and received all public comment; and

**WHEREAS**, the Planning Commission has reviewed the preliminary and final plat applications and recommends approval of the Sudheimer Retail Addition consisting of three (3) commercial parcels and one (1) outlot subject to the following conditions:

1. The Sudheimer Retail Addition Preliminary and Final Plats shall be completed as approved and as conditionally revised by the Planning Commission and the City Council.
2. All applicable permits are applied for by the applicant with all supporting documentation and issued prior to the start of construction.
3. The applicant shall obtain Carver County Watershed Management Organization (CCWMO) approval and permitting for erosion control and stormwater management. A copy of any approvals or permits shall be submitted prior to any land disturbing activities.
4. The applicant shall obtain a General Construction Stormwater Permit (NPDES) from the Minnesota Pollution Control Agency and submit a copy to the City prior to any land disturbing activities.
5. All indirect costs related to the permitting, review, and plans associated with engineering and administrative costs shall be paid by the applicant/owner.
6. The watermain, sanitary sewer, grading, and stormwater issues shall be resolved to the satisfaction of the City Engineer and Public Services Director prior to the issuance of the building permit for the Sudheimer Retail Addition commercial development.
7. Compliance with applicable items contained in Chapter 1000 of the City of Waconia Subdivision Ordinance.
8. The plat shall be revised to include a separate outlot at the stormwater pump station. This is the triangular piece of the 10<sup>th</sup> Street right-of-way located to the south of Outlot A.
9. Compliance with the items noted in the City Engineer memo dated September 29, 2016.
10. Execution of a Developer’s Agreement for the Final Plat.

**NOW, THEREFORE, BE IT RESOLVED,** that the City Council of the City of Waconia hereby approves the Sudheimer Retail Addition Preliminary and Final Plat subject to the findings noted above.

Adopted by the City Council of the City of Waconia this 7<sup>th</sup> day of November, 2016.

\_\_\_\_\_  
James P. Sanborn, Mayor

Attest: \_\_\_\_\_  
Susan MH Arntz, City Administrator

M/ _____	Erickson	_____
	Bloudek	_____
S/ _____	Carrier	_____
	Ayers	_____
	Sanborn	_____

LOCATION MAP—10590 & 10594 10TH STREET WEST



CITY OF WACONIA, MN  
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Planning Commission of the City of Waconia, MN, will hold a public hearing on October 6<sup>th</sup>, 2016 at 6:30 p.m., at the Waconia City Hall, 201 South Vine Street, Waconia, MN, to consider a Preliminary and Final Plat application by Tom Ryan, on behalf of KTJ 290, LLC, for the properties legally described as follows:

Tract 1:

The Northwest Quarter of the Southeast Quarter of Section 23, Township 116 North, Range 25 West, EXCEPTING therefrom the following tracts of land:

1. That part thereof platted as Sudheimer Industrial Park 2<sup>nd</sup> Addition.
2. That part thereof lying northwesterly of the former southeasterly right-of-way of the Chicago and Northwestern Railway Company.
3. That part which lies southwesterly of the southwesterly line of the County State Aid Highway Number 32 right of way.

Tract 2:

A strip of land One Hundred (100) feet in width, the same being Fifty (50) feet in width on each side of the centerline of the main track (now removed) of the Minneapolis & St. Louis Railway Company (now the Chicago and North Western Transportation Company) as said main track centerline was originally located over and across the Northwest Quarter of the Southeast Quarter of Section Twenty-three (23), Township One Hundred Sixteen (116), Range Twenty-five (25).

The proposed Preliminary and Final Plat includes approximately 10 acres of land south of MN State Hwy. 5 and east of CSAH 10 (PID#s 750235100 and 750235200).

Pertinent information pertaining to this request is available at the City Hall. Interested persons may submit written or oral comments pertaining to this matter any time prior to the hearing, or at the hearing on Thursday, October 6<sup>th</sup>, 2016. Written comments will be distributed to the Planning Commission for review and consideration. Please submit written comments by mail, email or in person as follows:

Mail/in person: Lane L. Braaten, 201 South Vine Street, Waconia, MN 55387  
Email: [lbraaten@waconia.org](mailto:lbraaten@waconia.org)

By: WACONIA PLANNING COMMISSION

ATTEST: Lane L. Braaten, Community Development Director

(Published in the September 22<sup>nd</sup>, 2016 Waconia Patriot newspaper)



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:** September 29, 2016  
**To:** Lane Braaten, City of Waconia  
**CC:** Craig Eldred, Public Services Director  
Paul Moline, Carver County Land & Water Services  
Bob Bean, Bolton & Menk  
**From:** Jake Saulsbury, P.E., Bolton & Menk  
**Subject:** Waconia Crossings Development  
Engineering Review

Bolton & Menk has received additional information for the proposed Waconia Crossings Development located south of Hwy 5 and east of CSAH 10. Based on this information and revised plans dated September 26, 2016, the engineering of the project is approved with the following conditions:

- Provide a copy of the Carver County Water Management Organization permit, the NPDES permit, and any other approved permits.
- Provide a copy of the updated plats showing the separate triangular parcel (south of Outlot A) where the stormwater reuse pump is located.
- The Stormwater Pollution Prevention Plan (SWPPP) needs to be submitted.
- The 36' wide right-in only entrance of Cherry Street will not function as designed with only signing and striping to restrict other turning movements. This entrance is recommended to be reduced to be 16'–18' wide. Either the planned truck access route needs to be modified or this entrance needs to be modified to include a concrete surmountable apron.
- Cleanouts have been added to storm sewer bends as requested. Consideration should also be given to adding cleanouts at the two proposed tee locations.
- The addition of the second CB at the low point on 10<sup>th</sup> Street (east entrance location) is acceptable as shown. The Drainage Scheduled table shall be updated to include the casting type and invert elevation of the new CB to match the in-place CB.
- Additional coordination shall occur for the payment, operation, and maintenance of the regional stormwater reuse system used to meet the necessary water quality and volume control requirements of the site.
- Provide copies of final plans, final specifications, and record drawings (at project completion).

No.	DATE	REVISIONS
1	08/31/16	CITY SUBMITTAL

**Kimley-Horn**  
 2550 UNIVERSITY AVENUE WEST, SUITE 200N, ST. PAUL, MN 55114  
 PHONE: 651-451-4197  
 WWW.KIMLEY-HORN.COM

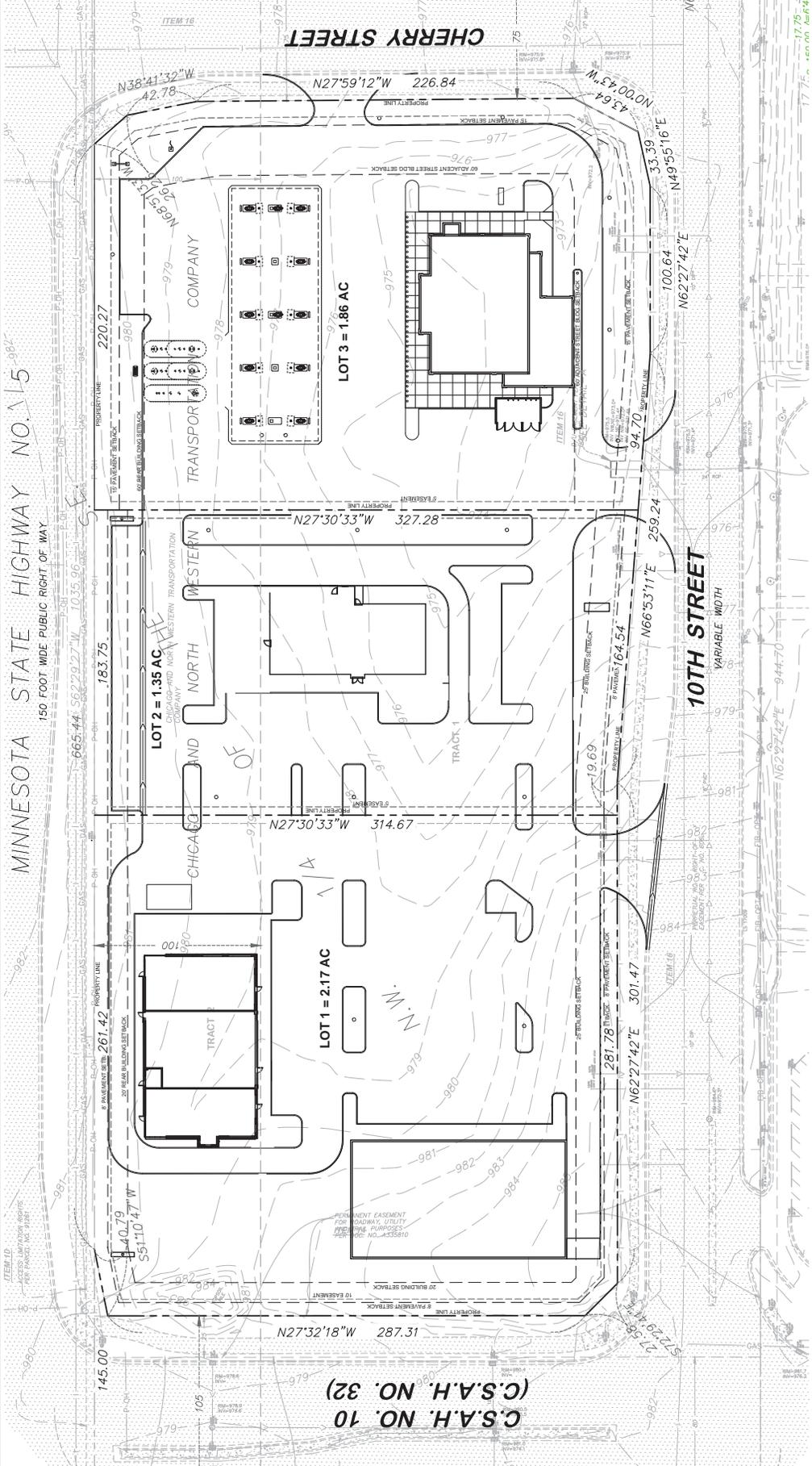
DATE: 08/31/16  
 SCALE: AS SHOWN  
 DRAWN BY: BMM  
 CHECKED BY: MJC  
 NHA PROJECT: 1608022302

PRELIMINARY PLAT

OPPIDAN  
 WACOINA  
 RETAIL  
 WACOINA  
 MINNESOTA

SHEET NUMBER  
 PP1.0

PRELIMINARY - NOT FOR CONSTRUCTION



GRAPHIC SCALE IN FEET  
 0 15 30 60

PARCEL	REQUIRED	PROPOSED
LOT 1	61	67
LOT 2	56	75
LOT 3	52	54
TOTAL	169	196

RETAIL DEVELOPMENT	REQUIRED SETBACKS
EXISTING ZONING	AG - AGRICULTURAL
PROPOSED ZONING	B-1 HIGHWAY BUSINESS DISTRICT
FRONT	25' BUILDING & PAVEMENT
SIDE STREET	25' BUILDING & PAVEMENT
SIDE INTERIOR	25' BUILDING & PAVEMENT
REAR	25' BUILDING & PAVEMENT
REQUIRED SETBACKS FOR FUEL STATION	
FRONT	30' BUILDING, 15' PAVEMENT
ADJACENT TO STREET	30' BUILDING, 15' PAVEMENT
REAR	30' BUILDING, 15' PAVEMENT

LEGAL DESCRIPTION

- Treat 1:  
 The Northwest Quarter of the Southeast Quarter of Section 23, Township 116 North, Range 25 West,  
 EXCEPTING therefrom the following tracts of land:
1. That part thereof platted as Submeier Industrial Park 2nd Addition.
  2. That part thereof lying northwesterly of the former southeasterly right-of-way of the Chicago and Northwestern Railway Company.
  3. That part which lies southeasterly of the southeasterly line of the County State Aid Highway Number 32, right of way.
- Treat 2:  
 A strip of land One Hundred (100) feet in width, the same being Fifty (50) feet in width on each side of the centerline of the main track (now a strip) of the Chicago, Milwaukee & St. Louis Railway Company, North West Quarter of the Southeast Quarter of Section Twenty-three (23), Township One Hundred Sixteen (116), Range Twenty-five (25).

# SUDHEIMER RETAIL ADDITION

R.T. DOC. NO. \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS: That Paul J. Dinzeo as Trustee of Robert G. Sudheimer Irrevocable Trust, owners of the following described property situated in the City of Waconia, County of Carver, State of Minnesota:

Real property in the City of Waconia, County of Carver, State of Minnesota, described as follows:

- Tract 1:  
The Northwest Quarter of the Southeast Quarter of Section 23, Township 116 North, Range 25 West, EXCEPTING therefrom the following tracts of land:  
1. That part thereof platted as Sudheimer Industrial Park 2nd Addition.
- 2. That part thereof lying northwesterly of the former southeasterly right-of-way of the Chicago and Northwestern Railway Company.
- 3. That part which lies southeasterly of the southwesterly line of the County State Aid Highway Number 32 right of way.

Tract 2:  
A strip of land One Hundred (100) feet in width, the same being Fifty (50) feet in width on each side of the centerline of the main track (now known as the main track) of the Chicago and Northwestern Railway Company, which strip was originally located over and across the Northwest Quarter of the Southeast Quarter of Section Twenty-three (23), Township One Hundred Sixteen (116), Range Twenty-five (25).

Has caused the same to be surveyed and plotted as SUDHEIMER RETAIL ADDITION and do hereby donate and dedicate to the public for public use forever the public way and also dedicates the easements as shown on the plat for drainage and utility purposes only.

In witness whereof said Robert G. Sudheimer Irrevocable Trust, have hereunto set his hand this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

Paul J. Dinzeo, Trustee of the Robert G. Sudheimer Irrevocable Trust

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ by Paul J. Dinzeo, Trustee of the Robert G. Sudheimer Irrevocable Trust.

Notary Public \_\_\_\_\_ County, \_\_\_\_\_

My commission expires \_\_\_\_\_

I, Eric Rosser, do hereby certify that this plat was prepared by me, or under my direct supervision, that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey that all mathematical data and data thereon are correctly labeled on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year, that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

Eric Rosser, Licensed Land Surveyor Minnesota License No. 47476

STATE OF MINNESOTA COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ by Eric Rosser, Licensed Land Surveyor.

Notary Public \_\_\_\_\_ County, \_\_\_\_\_

My commission expires \_\_\_\_\_

CITY COUNCIL CITY OF WACONIA, MINNESOTA  
This plat was approved by the City Council of the City of Waconia, Minnesota, this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ and hereby certifies compliance with all requirements as set forth in Minnesota Statutes, Section 505.03, Subd. 2.

Signed: \_\_\_\_\_ Mayor  
Signed: \_\_\_\_\_ Clerk

COUNTY SURVEYOR, CARVER COUNTY, MINNESOTA

Pursuant to Chapter 395, Minnesota Laws of 1971, this plat has been approved this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

Luke Kranz, County Surveyor

by \_\_\_\_\_

COUNTY AUDITOR/TREASURER, CARVER COUNTY, MINNESOTA

I hereby certify that taxes payable in \_\_\_\_\_ and prior years have been paid for land described on this plat. Dated this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

Laurie Davies, County Auditor/Treasurer

By: \_\_\_\_\_

COUNTY RECORDER, CARVER COUNTY, MINNESOTA

I hereby certify that this plat of SUDHEIMER RETAIL ADDITION was filed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M. on Document No. \_\_\_\_\_.

Luke Kranz, County Recorder

By: \_\_\_\_\_



Egan, Field & Nowak, Inc.  
land surveyors since 1872

SHEET 1 OF 2







## REQUEST FOR CITY COUNCIL ACTION

**Meeting Date:** October 7<sup>th</sup>, 2016  
**Item Name:** SITE PLAN and DESIGN REVIEW– Lot 1, Block 1, Sudheimer Retail Addn. –submitted by KTJ 290, LLC  
**Originating Dept:** Community Development  
**Presented by:** Lane Braaten, Community Development Director

**Previous Council Action (if any):**

<b>Item Type (X only one):</b>	Consent		Regular Session	<input checked="" type="checkbox"/>	Discussion Session	
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**RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED** (Include motion in proper format.)

**Adopt Resolution No. 2016-216 Approving the Site Plan and Design Review for the proposed retail building, multi-tenant building and site improvements for Lot 1, Block 1, Sudheimer Retail Addition.**

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

### BACKGROUND

**Applicant:** Tom Ryan  
**Owner:** KTJ 290, LLC  
**Address(es):** 10590 & 10594 10<sup>th</sup> Street West  
**PID#** 750235100 & 750235200  
**Zoning:** B-1, Highway Business District  
**Comprehensive Plan Designation:** C, Commercial  
**Design District:** Highway District

### REQUEST

The applicant, Mr. Tom Ryan, on behalf of KTJ 290, LLC, has submitted an application for Site Plan and Design Review for the parcel described as Lot 1, Block 1, Sudheimer Retail Addition. The applicant is proposing the construction of a freestanding 9,300 sq. ft. retail building, a 7,500 sq. ft. multi-tenant building and other site improvements on the subject property.

### APPLICABLE ORDINANCE PROVISIONS:

1. Section 900.05 – District Regulations, Subd. 2.F – B-1, Highway Business District
2. Section 900.06 – Supplementary Regulations, Subd. 9 – Architectural Design Standards
3. Section 900.07 – Landscaping and Fencing
4. Section 900.08 – Performance Standards
5. Section 900.09 – Off-Street Parking, Loading, and Access Regulations
6. Section 900.10 – Sign Regulations
7. Section 900.12 - Administration, Enforcement and Procedures, Subd. 10 - Site Plan Review

### SITE PLAN REVIEW

City Ordinance requires Site Plan Review “in order to further promote the safe and efficient use of land and to further enhance the value of property in the City.” City Ordinance requires Site Plan Review for any construction for which a building permit is required, except for construction of detached, single-family residential structures or structures accessory thereto.

### ZONING

The subject parcel is zoned B-1, Highway Business District. The proposed retail uses are permitted in the B-1 zoning district. The proposed drive through business is a permitted use with special restrictions, which are noted in the staff comments in this report.

## LOT REQUIREMENTS

The subject property is located in the B-1, Highway Business District. Section 900.05, Subd. 2.F of the City Ordinance states “*The purpose of this district is to provide for an appropriate range of businesses that will be utilized by area residents as well as vehicular traffic generated from the surrounding area.*” The Lot Requirements for the Highway Business District are indicated in Table 1-1 below. The proposed uses include permitted uses and a permitted use with special restrictions, which allows for alternate setback and lot requirements.

**Table 1-1.**

	B-1 – Lot Requirements – Drive-in Businesses & Retail Uses
Lot Area	17,500 sq. ft. min.
Lot Width	100 ft. min.
Maximum Hardcover Surface	80% max.
Maximum Principal Structure Height	35 ft. max.
Front Yard Setback	25 ft. min.
Side Yard Setback – Interior	15 ft. min.
Rear Yard Setback	20 ft. min.
School or Church Setback	300 ft. min.
Residentially Zoned Property Setback	100 ft. min.
Street ROW Intersection Setback	100 ft. min.
Landscaped Area	30% min.

The structure setbacks, building height, and hardcover surface requirements stated above have been satisfied based on a review of the Site Plan – C-3.0 dated 09/26/16 and the exterior elevations provided for both buildings.

## SCREENING OF EQUIPMENT

The applicant has not proposed any outdoor equipment on the subject parcel. Future outdoor and/or rooftop mechanical equipment shall be screened from neighboring properties in compliance with the City Code.

## OFF-STREET PARKING

City Ordinance requires the following parking requirements for retail sales:

*Four (4) spaces for each 1,000 square feet of gross floor space, less storage space.*

The applicant is proposing a total of 68 parking spaces, which exceeds the City Ordinance requirement of 61.

## LANDSCAPING

Section 900.07, Subd. 2.B of the City Ordinance requires one (1) tree for every on thousand (1,000) square feet of total building floor area or one (1) tree for every fifty (50) feet of site perimeter, whichever is greater.

For purposes of landscape review for Lots 1, 2 and 3, Block 1, Sudheimer Retail Addition, the required number of landscape plantings were determined based on the whole. Specifically, the site perimeter of the three parcels requires a total of 41 trees to be planted. Further, City Ordinance states “*Additional plantings shall be required for properties fronting State Highway #5. The following will be required for every 40’ of frontage along Highway #5:*

1. *One (1) three inch (3”) minimum deciduous tree OR One (1) eight foot (8’) foot minimum coniferous tree.*

The applicant is proposing 24 trees, which when considered as part of the whole is in compliance with City Ordinance requirements. It should be further clarified that the 17 additional trees required for the frontage of the entire development along Hwy 5 are required to meet the 3 inch/8 ft. standard rather than the typical 2.5 inch deciduous and the 6 ft. coniferous tree standards. The landscape plans shall be modified to clarify where the 17 larger trees shall be planted throughout the development.

## SIGNS

The applicant have not submitted any specific signage details with regard to the proposed Site Plan improvements. The applicant is aware that any future signage shall require the submittal and approval of a sign permit through the City and will require conformance to the City Sign Ordinance. The applicant has indicated their intention to return with a sign plan for the development district to be considered at a future date by the Planning Commission and City Council.

The applicant should clarify the proposed signage for the site. There is a discrepancy in the plan set with some sheets indicating a monument sign at the corner of Hwy. 5 and CSAH 10 and an additional pylon sign along Hwy. 5. Pylon signs are prohibited and only one monument sign is allowed per premises of record in the B-1, Highway Business District and therefore will not be permitted as proposed. A recommendation of approval regarding this application does not approve the placement of a pylon sign on the property.

### **LIGHTING**

Section 900.08, Subd. 1.C provides standards for exterior lighting. The lighting plan submitted meets City Ordinance requirement standards. Staff is requesting additional information regarding the fixtures, light poles and base specifications to insure compliance and continuity of design.

### **VEHICULAR ACCESS**

The applicant is proposing access to the property via a shared accesses along 10<sup>th</sup> Street West. Staff has reviewed the proposed access and have found it to be compliant with the necessary access spacing and circulation for the area.

### **PEDESTRIAN ACCESS**

There are existing bituminous trails along the Hwy. 5 and the CSAH 10 corridors and existing sidewalk located along 10<sup>th</sup> Street West. The applicant is proposing a sidewalk/trail connection to the sidewalk along the 10<sup>th</sup> Street West corridor, allowing pedestrian access and internal circulation between the three properties, and a connection to the trail along Hwy. 5.

The placement of the required bike rack shall be clarified as the keynotes for the site plan indicate a bicycle rack, but one has not been provided on site.

### **TRASH**

City Ordinance requires *“All trash and trash handling equipment to be stored within the principal structure, within an attached structure accessible from within the principal structure, or totally screened from eye-level view from public streets and adjacent residential properties. If accessory structures are proposed, they shall be constructed of the same building material as the principal structure.”*

The proposed trash enclosures are in conformance with the City Code requirements.

### **GRADING, DRAINAGE & UTILITIES**

The utility and storm water information have been reviewed by the City Engineer and the Public Services Director. There are a couple of outstanding items which require resolution, which have been stated in the City Engineer memo dated September 29<sup>th</sup>, 2016. Staff recommends approval of the application subject to the conditions stated in the attached memo. The applicant shall work with the City Engineer to revise the utility information to the satisfaction of the City prior to any work commencing on site.

### **DESIGN REVIEW – HIGHWAY DISTRICT**

City Ordinance requires Design Review with the understanding that *“the visual character and historic resources of the City are important attributes of its quality of life.”* City Ordinance requires Design Review to be conducted as part of the Site Plan Review process.

Based on a review of the plan set provided by the applicant for the 9,300 sq. ft. retail building and the 7,500 sq. ft. multi-tenant building staff finds that the majority of the design requirements stated in the Highway Design District have been met to the City standards. Further, stated below you will find one noted section of the design review which requires consideration and/or further review by the Planning Commission and City Council.

#### **PARKING LOT LANDSCAPING**

*Objective:* To soften the appearance of parking lots when viewed from an abutting street or sidewalk.

*Standards:* All parking and loading areas (including drive-through facilities, pump island service areas, and stacking spaces) fronting public streets or sidewalks shall provide:

1. A landscaped yard at least 5 feet wide along the public street or sidewalk.
2. Screening consisting of either a masonry wall, fence, berm or hedge or combination that forms a screen a minimum of 3 feet in height, a maximum of 4-1/2 feet in height, and not less than 50 percent opaque.
3. One tree shall be provided for each 25 linear feet of parking lot frontage on a public street or access way.

**Design Response:** The proposed landscape plan indicates conformance with items 1 and 3 above. The applicant should clarify how item 2 above will be met.

### **CONCLUSION / RECOMMENDATION**

The Planning Commission reviewed the application at their meeting on October 18<sup>th</sup>, 2016 and recommended the City Council approve the request by Tom Ryan, on behalf of KTJ 290, LLC, for Site Plan and Design Review approval for the two new retail buildings to be located on Lot 1, Block 1, Sudheimer Retail Addition via a 4-0 vote.

If the City Council chooses to approve the Site Plan and Design Review request, the Planning Commission and staff would recommend the approval upon the following conditions:

1. The proposed improvements shall be completed as approved and as conditionally revised by the Planning Commission and the City Council.
2. All applicable permits are applied for by the applicant with all supporting documentation and issued prior to the start of construction.
3. The items listed on the City Engineers September 29<sup>th</sup>, 2016 Memo shall be resolved to the satisfaction of the City Engineer, the Public Services Director and the Community Development Director prior to the issuance of the building permit for either of the proposed buildings.
4. The applicant shall provide the City with a letter of credit to guarantee the proper installation and growth of the approved landscape plan. The letter of credit shall be submitted by the developer prior to obtaining a building permit that is equal to the amount of the required landscaping to be installed. The letter of credit shall be held by the City and must cover one full calendar year subsequent to the installation of said landscaping and must be conditioned upon complete and satisfactory implementation of the approved landscape plan.
5. All indirect costs with the building permit, review, and final plans associated with engineering and administrative costs shall be paid by the applicant/owner.
6. The applicant/property owner will be required to obtain Carver County Watershed Management Organization (CCWMO) approval and permitting. A copy of any approvals or permits required shall be submitted conditional to final approval. Depending on the timing of this submittal, the new CCWMO stormwater management rules may be in effect.
7. The plans shall be revised to include bicycle parking consistent with the Pedestrian and Bicycle Access Design Standard.
8. The additional plantings required for frontage along Hwy. 5 shall be indicated on the landscape plan. The additional plantings total 17 trees for the entire site. The plantings will require a minimum 3 inch deciduous or 8 ft. coniferous tree. This is in addition to the 41 trees required per landscape requirements.
9. The complement of trees fulfilling the requirements of this policy shall be not less than 25% deciduous and not less than 33% coniferous. The landscape plan shall be revised to indicate compliance with this standard.
10. A 6-inch non-surmountable curb shall separate all walks and landscape areas from parking and maneuvering areas.
11. The proposed mixed use retail building with drive-through facilities shall be completed in compliance with Section 900.05, Subd. 2.F.4. Uses Permitted with Special Restrictions, specifically subpart b. Drive-in Businesses.
12. The applicant shall submit additional information regarding the fixtures, light poles and base specifications to insure compliance and continuity of design.
13. The applicant shall provide a bicycle rack on site.
14. The applicant shall revise the landscape plan to include screening consistent with the Parking Lot Landscaping Design Standard.
15. Stormwater management is provided for this site via a regional system. The pond located southeast of the Cherry Street and 10th Street intersection provides rate control, and a regional stormwater reuse system for irrigation provides water quality treatment and volume control. The one-time Stormwater Management Connection fee and yearly Operation and Maintenance fee must be coordinated with City. In addition, a meter will be required for connection to the irrigation system.
16. The applicant shall contact the City Planning Department for a final site inspection when all conditions of approval regarding this application have been completed.

### **ATTACHMENTS:**

- Attachment 1: Draft Resolution (2 pages)
- Attachment 2: Location Map (1 page)
- Attachment 3: Site Plan (1 page)
- Attachment 4: Truck Movement & Pedestrian Access Plan (1 page)
- Attachment 5: Landscape Plan and Landscape Details (2 pages)
- Attachment 6: Bldg. Elevations and Floor Plans (4 pages)
- Attachment 7: City Engineer Memo dated September 29, 2016

**CITY OF WACONIA  
RESOLUTION 2016-216**

**A RESOLUTION APPROVING SITE PLAN & DESIGN REVIEW  
FOR A DOLLAR TREE AND MULTI-TENANT BUILDING  
FOR LOT 1, BLOCK 1, SUDHEIMER RETAIL ADDITION**

**WHEREAS**, Mr. Tom Ryan, on behalf of KTJ 290, LLC (the “**Applicant**”), has submitted a Site Plan & Design Review application for the property located at Lot 1, Block 1 of the Sudheimer Retail Addition (the “**Property**”) pursuant to Section 900.12 of the City Zoning Code; and

**WHEREAS**, the Site Plan and Design Review Application includes the proposed construction of a 9,300 sq. ft. Dollar Tree and a 7,500 sq. ft. multi-tenant building; and

**WHEREAS**, the Property is zoned B-1, Highway Business District and the proposed retail is a Permitted use in the zoning district and the proposed drive-thru business is a Permitted Use with Special Restrictions within said district; and

**WHEREAS**, the Site Plan and Design Review Application complies with all City Ordinance requirements and Architectural Design regulations; and

**WHEREAS**, the Site Plan was discussed at the Planning Commission’s meeting on October 18<sup>th</sup>, 2016 in the Council Chambers at Waconia City Hall, 201 South Vine Street, Waconia, Minnesota and the Planning Commission recommended approval of the application via a 4-0 vote; and

**WHEREAS**, the Planning Commission and City staff recommend approval of the Site Plan application with the following conditions:

1. The proposed improvements shall be completed as approved and as conditionally revised by the Planning Commission and the City Council.
2. All applicable permits are applied for by the applicant with all supporting documentation and issued prior to the start of construction.
3. The items listed on the City Engineers September 29th, 2016 Memo shall be resolved to the satisfaction of the City Engineer, the Public Services Director and the Community Development Director prior to the issuance of the building permit for either of the proposed buildings.
4. The applicant shall provide the City with a letter of credit to guarantee the proper installation and growth of the approved landscape plan. The letter of credit shall be submitted by the developer prior to obtaining a building permit that is equal to the amount of the required landscaping to be installed. The letter of credit shall be held by the City and must cover one full calendar year subsequent to the installation of said landscaping and must be conditioned upon complete and satisfactory implementation of the approved landscape plan.
5. All indirect costs with the building permit, review, and final plans associated with engineering and administrative costs shall be paid by the applicant/owner.
6. The applicant/property owner will be required to obtain Carver County Watershed Management Organization (CCWMO) approval and permitting. A copy of any approvals or permits required shall be submitted conditional to final approval. Depending on the timing of this submittal, the new CCWMO stormwater management rules may be in effect.
7. The plans shall be revised to include bicycle parking consistent with the Pedestrian and Bicycle Access Design Standard.
8. The additional plantings required for frontage along Hwy. 5 shall be indicated on the landscape plan. The additional plantings total 17 trees for the entire site. The plantings will require a minimum 3 inch deciduous or 8 ft. coniferous tree. This is in addition to the 41 trees required per landscape requirements.

9. The complement of trees fulfilling the requirements of this policy shall be not less than 25% deciduous and not less than 33% coniferous. The landscape plan shall be revised to indicate compliance with this standard.
10. A 6-inch non-surmountable curb shall separate all walks and landscape areas from parking and maneuvering areas.
11. The proposed mixed use retail building with drive-through facilities shall be completed in compliance with Section 900.05, Subd. 2.F.4. Uses Permitted with Special Restrictions, specifically subpart b. Drive-in Businesses.
12. The applicant shall submit additional information regarding the fixtures, light poles and base specifications to insure compliance and continuity of design.
13. The applicant shall provide a bicycle rack on site.
14. The applicant shall revise the landscape plan to include screening consistent with the Parking Lot Landscaping Design Standard.
15. Stormwater management is provided for this site via a regional system. The pond located southeast of the Cherry Street and 10th Street intersection provides rate control, and a regional stormwater reuse system for irrigation provides water quality treatment and volume control. The one-time Stormwater Management Connection fee and yearly Operation and Maintenance fee must be coordinated with City. In addition, a meter will be required for connection to the irrigation system.
16. The applicant shall contact the City Planning Department for a final site inspection when all conditions of approval regarding this application have been completed.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Waconia hereby approves the Site Plan and Design Review for the Dollar Tree, the multi-tenant building and site improvements for Lot 1, Block 1, Sudheimer Retail Addition subject to the conditions, findings and recommendations of the Waconia Planning Commission state above.

Adopted by the City Council of the City of Waconia this 7<sup>th</sup> day of November, 2016.

\_\_\_\_\_  
James P. Sanborn, Mayor

ATTEST: \_\_\_\_\_  
Susan MH Arntz, City Administrator

M/ \_\_\_\_\_

Ayers \_\_\_\_\_

Bloudek \_\_\_\_\_

S/ \_\_\_\_\_

Carrier \_\_\_\_\_

Erickson \_\_\_\_\_

Sanborn \_\_\_\_\_

LOCATION MAP—10590 & 10594 10TH STREET WEST





No.	REVISIONS	DATE	BY
0	CITY SUBMITTAL	08/31/16	APV
1	CITY COMMENTS	09/26/16	JAR

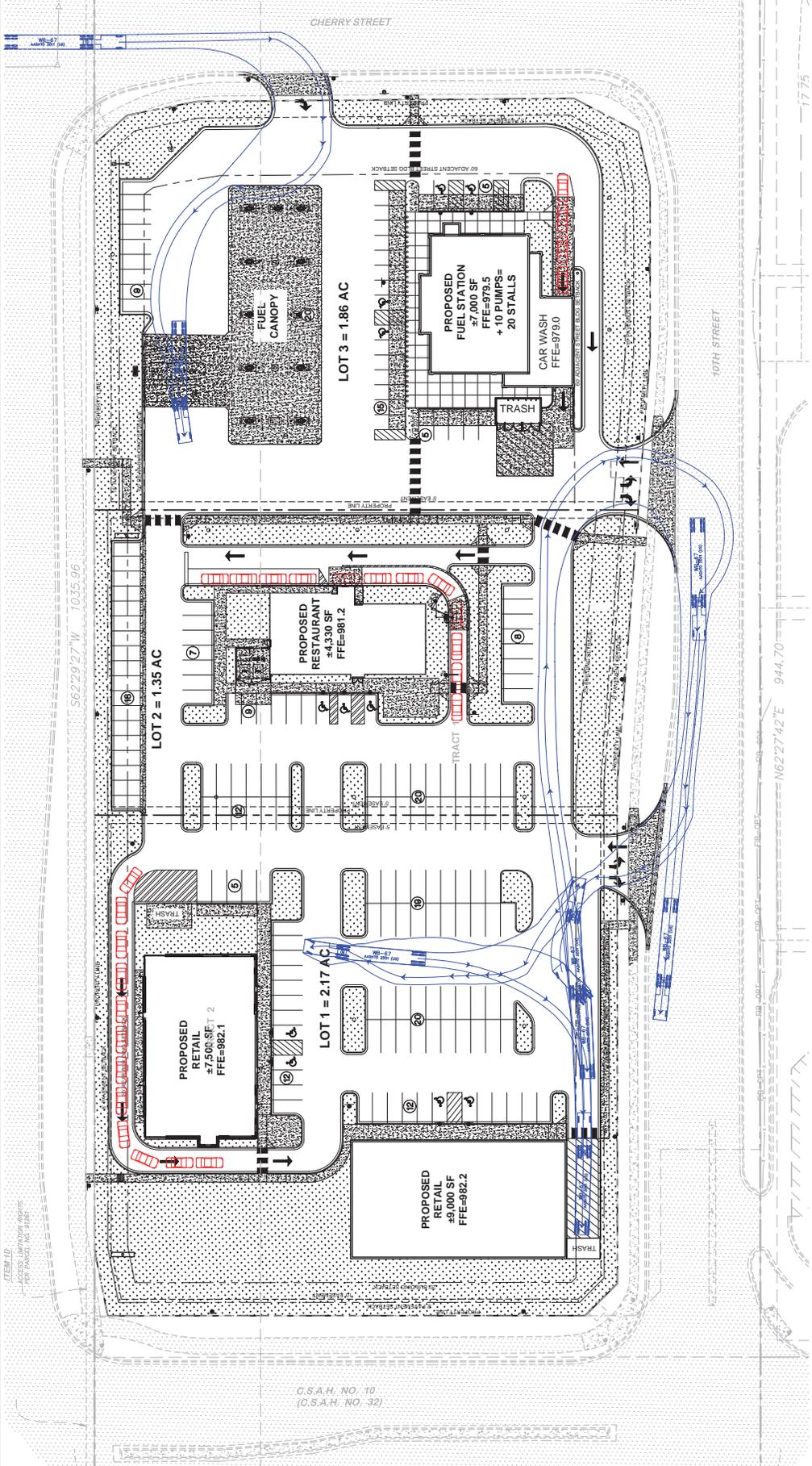
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 2250 UNIVERSITY AVENUE WEST, SUITE 200N, ST. PAUL, MN 55114  
 WWW.KIMLEY-HORN.COM  
 PHONE: 651-645-4191



WHA PROJECT: 16074025  
 DATE: 09/26/16  
 SCALE: AS SHOWN  
 DESIGNED BY: ERM  
 DRAWN BY: MCB  
 CHECKED BY: MCB

WACONIA RETAIL WACONIA MINNESOTA  
 TRUCK MOVEMENT & PEDESTRIAN ACCESS PLAN  
 SHEET NUMBER: C3.1

PRELIMINARY - NOT FOR CONSTRUCTION



THE VEHICLE MANEUVERING IDENTIFIED ON THIS PLAN WAS PREPARED USING AUTOTURN SOFTWARE AND DOES NOT TAKE INTO ACCOUNT THE EFFECTS OF TRUCKS. THIS ANALYSIS SHOULD NOT BE USED AS THE SOLE BASIS FOR THE CLIENT'S DECISION MAKING.

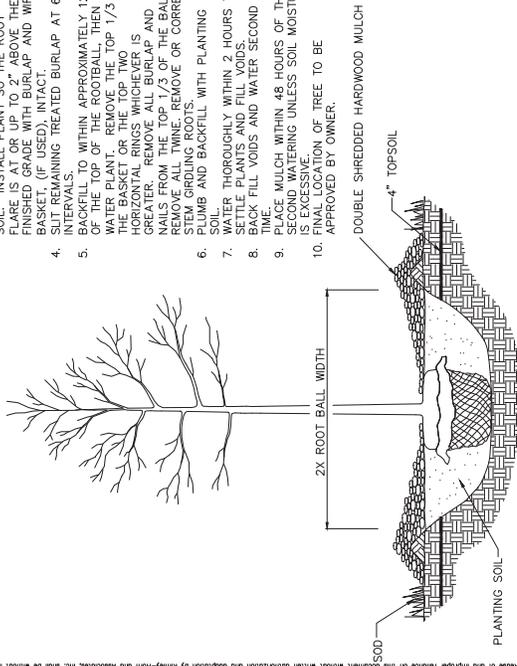
C.S.A.H. NO. 10  
 (C.S.A.H. NO. 32)

ITEM 10  
 ACCESS LIMITATION REPORT  
 REY PARKER, INC. 2/18/17



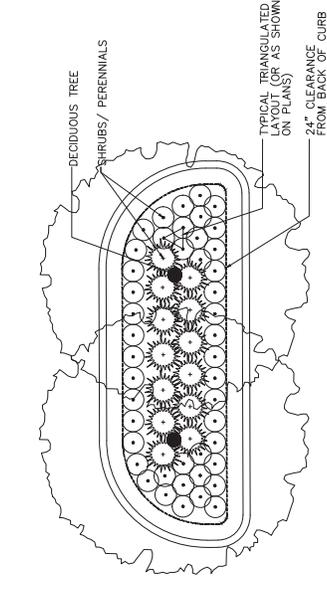
**NOTES:**

1. SCARIFY SIDES AND BOTTOM OF HOLE.
2. PLACE PLANT ON UNDISTURBED NATIVE SOIL.
3. OR THOROUGHLY COMPACTED PLANTING SOIL. INSTALL PLANT SO THE ROOT FLARE IS AT OR UP TO 2" ABOVE THE FINISHED GRADE WITH BURLAP AND WIRE BASKET, (IF USED), INTACT.
4. PLANTING TREATED BURLAP AT 6" INTERVALS.
5. BACKFILL TO WITHIN APPROXIMATELY 12" OF THE TOP OF THE ROOTBALL, THEN WATER PLANT. REMOVE THE TOP 1/3 OF THE BASKET OR THE TOP TWO TIERED LAYERS OF BASKET IF GREATER REMOVAL IS REQUIRED. REMOVE ALL BURLAP AND NAILS FROM THE TOP 1/3 OF THE BALL. REMOVE ALL TWINE. REMOVE OR CORRECT STEM GIRDLING ROOTS.
6. PLUMB AND BACKFILL WITH PLANTING SOIL.
7. WATER THOROUGHLY WITHIN 2 HOURS TO SETTLE PLANTS AND FILL VOIDS.
8. BACK FILL VOIDS AND WATER SECOND TIME.
9. MULCH WITHIN 48 HOURS OF THE SECOND WATERING UNLESS SOIL MOISTURE IS EXCESSIVE.
10. FINAL LOCATION OF TREE TO BE APPROVED BY OWNER.



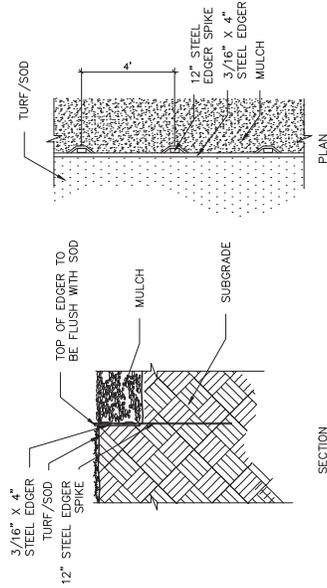
**1 TREE PLANTING DETAIL**

**2 SHRUB PLANTING DETAIL**



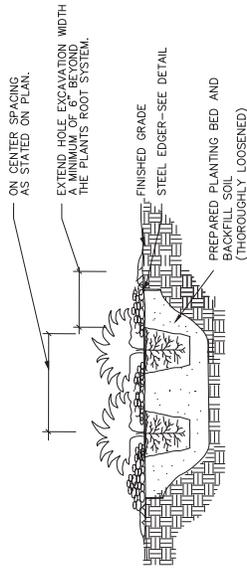
**4 LANDSCAPE ISLAND PLANTINGS**

**5 LANDSCAPE EDGER DETAIL**

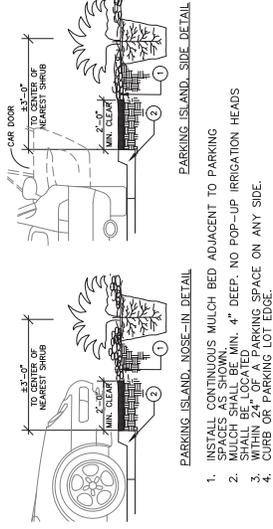


**NOTES:**

1. SCARIFY SIDES AND BOTTOM OF HOLE.
2. PROCEED WITH CORRECTIVE PRUNING OF TOP AND ROOT.
3. REMOVE CONTAINER AND SCORE OUTSIDE OF SOIL MASS TO REDIRECT AND PREVENT CIRCLING FIRMS ROOTS. REMOVE OR CORRECT STEM GIRDLING ROOTS.
4. WATER THOROUGHLY WITHIN 2 HOURS TO SETTLE PLANTS AND FILL VOIDS.
5. BACK FILL VOIDS AND WATER SECOND TIME.
6. PLACE MULCH WITHIN 48 HOURS OF THE SECOND WATERING UNLESS SOIL MOISTURE IS EXCESSIVE.
7. MULCH 3-4" OF ORGANIC COMPOST.



**3 PARKING SPACE PLANTINGS**



1. INSTALL CONTINUOUS MULCH BED ADJACENT TO PARKING SPACES. MULCH SHALL BE MIN. 4" DEEP. NO POP-UP IRRIGATION HEADS SHALL BE LOCATED WITHIN 24" OF A PARKING SPACE ON ANY SIDE.
2. CURB OR PARKING LOT EDGE.

No.	REVISIONS	DATE	BY
1	CITY SUBMITTAL	08/31/16	JAR
0	CITY COMMENTS	09/26/16	JAR

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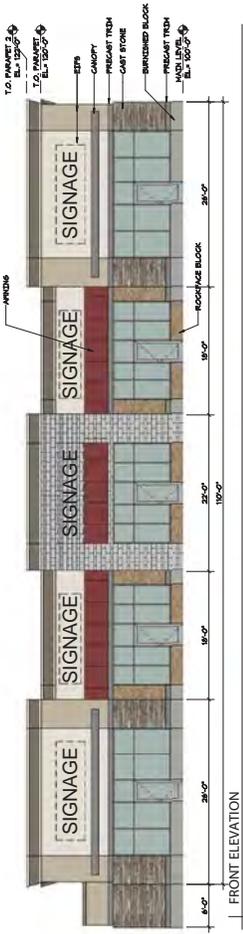
**LANDSCAPE DETAILS**

WMA PROJECT: 160714231.102  
 DATE: 08/31/16  
 SCALE: AS SHOWN  
 DRAWN BY: KML  
 CHECKED BY: JLK

**OPPIDAN**  
 WACONIA RETAIL  
 WACONIA, MINNESOTA

SHEET NUMBER: L-1.1

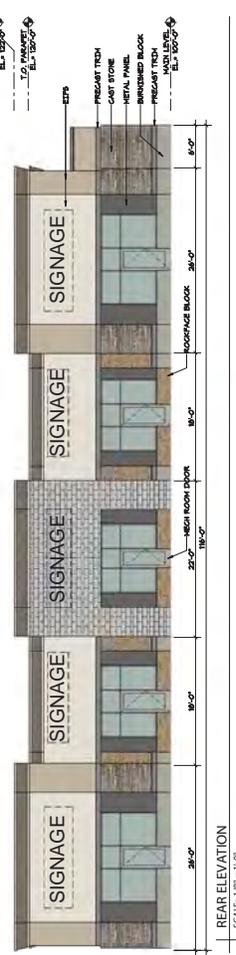
PRELIMINARY - NOT FOR CONSTRUCTION



**FRONT ELEVATION**  
SCALE: 1/8" = 1'-0"

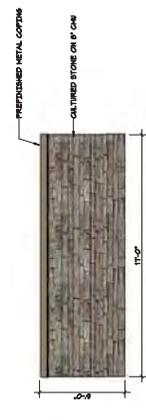
**GLAZING REQUIREMENTS:**  
550 SF x .5 = 275 SF  
REQUIRED: 275 SF  
PROVIDED: 300 SF

**SIGNAGE REQUIREMENTS:**  
TENANT #1: 56 SF  
ALLOWABLE: 56 SF  
AREA SHOWN: 56 SF  
TENANT #2: 36 SF  
ALLOWABLE: 36 SF  
AREA SHOWN: 36 SF  
TENANT #3: 48 SF  
ALLOWABLE: 48 SF  
AREA SHOWN: 48 SF  
TENANT #4: 36 SF  
ALLOWABLE: 36 SF  
AREA SHOWN: 36 SF  
TENANT #5: 56 SF  
ALLOWABLE: 56 SF  
AREA SHOWN: 56 SF

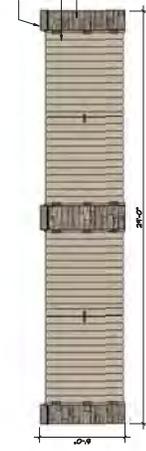


**REAR ELEVATION**  
SCALE: 1/8" = 1'-0"

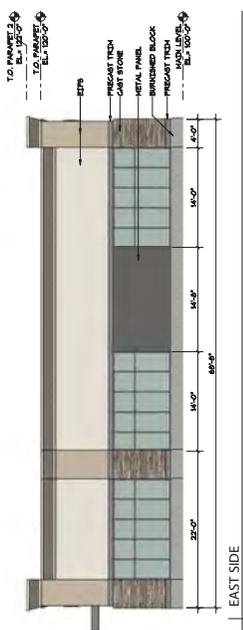
**GLAZING REQUIREMENTS:**  
550 SF x .5 = 275 SF  
REQUIRED: 275 SF  
PROVIDED: 275 SF



**TRASH ENCLOSURE**  
SCALE: 1/4" = 1'-0"

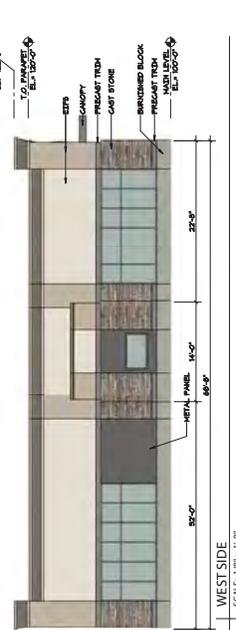


**TRASH ENCLOSURE**  
SCALE: 1/4" = 1'-0"



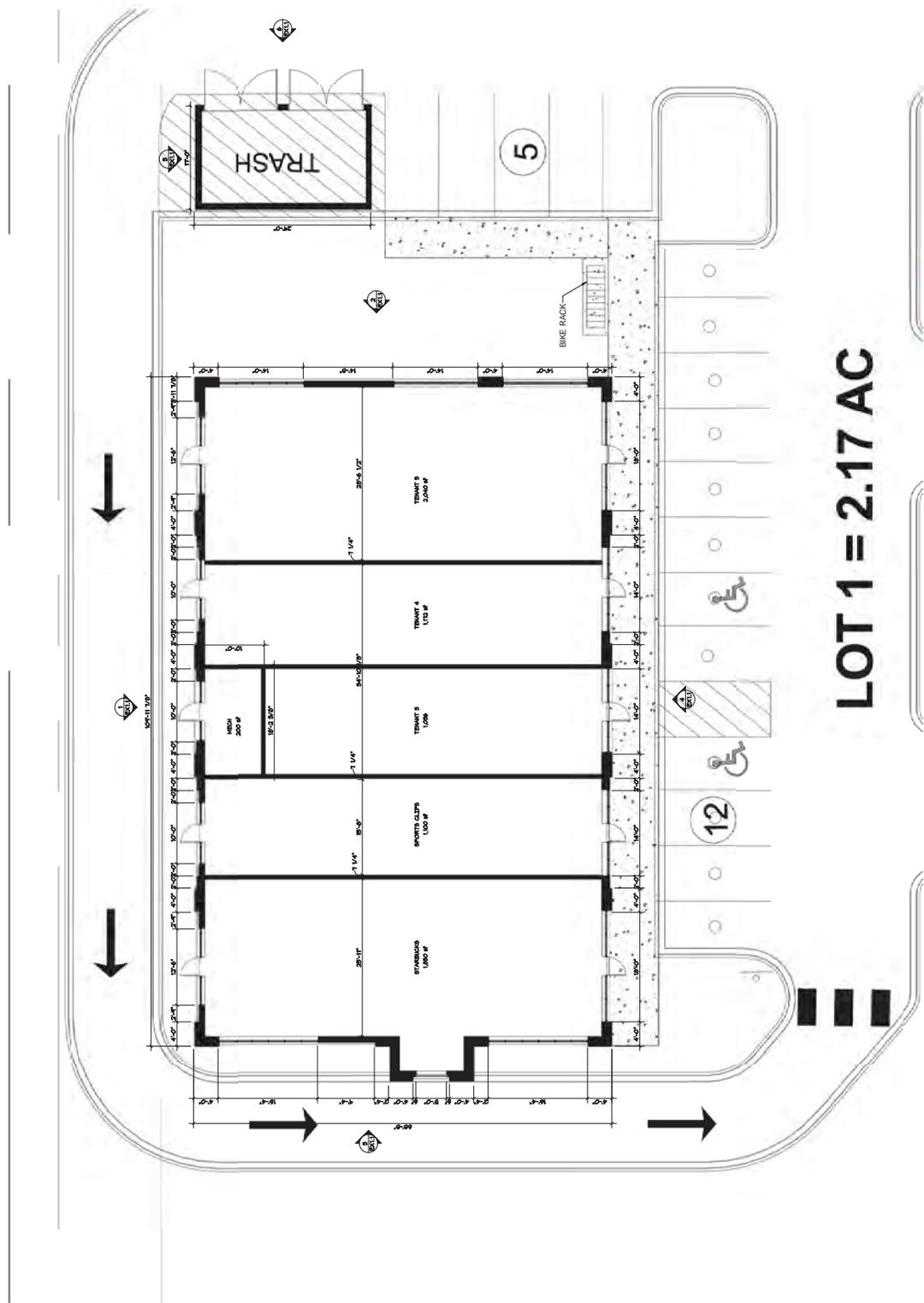
**EAST SIDE**  
SCALE: 1/8" = 1'-0"

**GLAZING REQUIREMENTS:**  
343 SF x .5 = 171.5 SF  
REQUIRED: 171.5 SF  
PROVIDED: 210 SF



**WEST SIDE**  
SCALE: 1/8" = 1'-0"

**GLAZING REQUIREMENTS:**  
343 SF x .5 = 171.5 SF  
REQUIRED: 171.5 SF  
PROVIDED: 179 SF



**LOT 1 = 2.17 AC**

MAIN LEVEL FLOOR PLAN  
SCALE 1/8" = 1'-0"





**NORTH ELEVATION**  
SCALE: 1/8" = 1'-0"

**SIGNAGE REQUIREMENTS**  
 1,600 SF x .1 = 160'  
 ALLOWABLE: 160 SF  
 PROVIDED: 182 SF

**REQUIRED GLAZING**  
 648 SF x .5 = 324  
 PROVIDED: 327 SF

**SIGNAGE REQUIREMENTS**  
 2,662 SF x .1 = 266  
 ALLOWABLE: 266 SF  
 AREA SHOWN: 190 SF

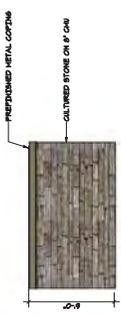


**SOUTH ELEVATION**  
SCALE: 1/8" = 1'-0"

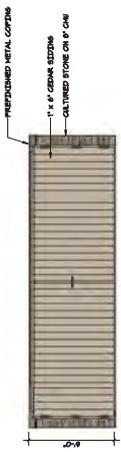
**REQUIRED GLAZING**  
 361 SF x .5 = 180.5  
 PROVIDED: 182 SF

**WEST ELEVATION**  
SCALE: 1/8" = 1'-0"

**REQUIRED GLAZING**  
 648 SF x .5 = 324  
 PROVIDED: 382 SF



**TRASH ENCLOSURE SIDE 1**  
SCALE: 1/4" = 1'-0"



**TRASH ENCLOSURE DOORS**  
SCALE: 1/4" = 1'-0"





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## MEMORANDUM

**Date:** September 29, 2016  
**To:** Lane Braaten, City of Waconia  
**CC:** Craig Eldred, Public Services Director  
Paul Moline, Carver County Land & Water Services  
Bob Bean, Bolton & Menk  
**From:** Jake Saulsbury, P.E., Bolton & Menk  
**Subject:** Waconia Crossings Development  
Engineering Review

Bolton & Menk has received additional information for the proposed Waconia Crossings Development located south of Hwy 5 and east of CSAH 10. Based on this information and revised plans dated September 26, 2016, the engineering of the project is approved with the following conditions:

- Provide a copy of the Carver County Water Management Organization permit, the NPDES permit, and any other approved permits.
- Provide a copy of the updated plats showing the separate triangular parcel (south of Outlot A) where the stormwater reuse pump is located.
- The Stormwater Pollution Prevention Plan (SWPPP) needs to be submitted.
- The 36' wide right-in only entrance of Cherry Street will not function as designed with only signing and striping to restrict other turning movements. This entrance is recommended to be reduced to be 16'–18' wide. Either the planned truck access route needs to be modified or this entrance needs to be modified to include a concrete surmountable apron.
- Cleanouts have been added to storm sewer bends as requested. Consideration should also be given to adding cleanouts at the two proposed tee locations.
- The addition of the second CB at the low point on 10<sup>th</sup> Street (east entrance location) is acceptable as shown. The Drainage Scheduled table shall be updated to include the casting type and invert elevation of the new CB to match the in-place CB.
- Additional coordination shall occur for the payment, operation, and maintenance of the regional stormwater reuse system used to meet the necessary water quality and volume control requirements of the site.
- Provide copies of final plans, final specifications, and record drawings (at project completion).



## REQUEST FOR CITY COUNCIL ACTION

<b>Meeting Date:</b>	November 7 <sup>th</sup> , 2016
<b>Item Name:</b>	SITE PLAN and DESIGN REVIEW– Lot 2, Block 1, Sudheimer Retail Addn. – Culver’s– submitted by KTJ 290, LLC
<b>Originating Department:</b>	Community Development
<b>Presented by:</b>	Lane Braaten, Community Development Director
<b>Previous Council Action (if any):</b>	
<b>Item Type (X only one):</b>	Consent      Regular Session <input checked="" type="checkbox"/> Discussion Session

**RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED** (Include motion in proper format.)

**Adopt Resolution No. 2016-217 Approving the Site Plan and Design Review for the proposed Culver’s restaurant and site improvements for Lot 2, Block 1, Sudheimer Retail Addition.**

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

### **BACKGROUND**

**Applicant:** Tom Ryan  
**Owner:** KTJ 290, LLC  
**Address(es):** 10590 & 10594 10<sup>th</sup> Street West  
**PID#** 750235100 & 750235200  
**Zoning:** B-1, Highway Business District  
**Comprehensive Plan Designation:** C, Commercial  
**Design District:** Highway District

### **REQUEST**

The applicant, Mr. Tom Ryan, on behalf of KTJ 290, LLC, has submitted an application for Site Plan and Design Review for the parcel described as Lot 2, Block 1, Sudheimer Retail Addition. The applicant is proposing the construction of a freestanding Culver’s Restaurant.

### **APPLICABLE ORDINANCE PROVISIONS:**

1. Section 900.05 – District Regulations, Subd. 2.F – B-1, Highway Business District
2. Section 900.06 – Supplementary Regulations, Subd. 9 – Architectural Design Standards
3. Section 900.07 – Landscaping and Fencing
4. Section 900.08 – Performance Standards
5. Section 900.09 – Off-Street Parking, Loading, and Access Regulations
6. Section 900.10 – Sign Regulations
7. Section 900.12 - Administration, Enforcement and Procedures, Subd. 10 - Site Plan Review

### **SITE PLAN REVIEW**

City Ordinance requires Site Plan Review “in order to further promote the safe and efficient use of land and to further enhance the value of property in the City.” City Ordinance requires Site Plan Review for any construction for which a building permit is required, except for construction of detached, single-family residential structures or structures accessory thereto.

### **ZONING**

The subject parcel is zoned B-1, Highway Business District. The proposed drive-in business is a “Use Permitted with Special Restrictions” in the B-1 zoning district.

### **LOT REQUIREMENTS**

The subject property is located in the B-1, Highway Business District. Section 900.05, Subd. 2.F of the City Ordinance states “The purpose of this district is to provide for an appropriate range of businesses that will be utilized by area residents as well as vehicular traffic generated from the surrounding area.” The Lot Requirements for the Highway Business District are

indicated in Table 1-1 below. The proposed use is a permitted use with special restrictions, which allows for alternate setback and lot requirements.

**Table 1-1.**

	B-1 – Lot Requirements – Drive-in Businesses
Lot Area	17,500 sq. ft. min.
Lot Width	100 ft. min.
Maximum Hardcover Surface	80% max.
Maximum Principal Structure Height	35 ft. max.
Front Yard Setback	25 ft. min.
Side Yard Setback – Interior	15 ft. min.
Rear Yard Setback	20 ft. min.
School or Church Setback	300 ft. min.
Residentially Zoned Property Setback	100 ft. min.
Street ROW Intersection Setback	100 ft. min.
Landscaped Area	30% min.

The structure setbacks, building height, and hardcover surface requirements stated above have been satisfied based on a review of the Site Plan – C-3.0 dated 09/26/16 and the Exterior Elevations – A-3 dated 01/01/16.

**SCREENING OF EQUIPMENT**

The applicant has not proposed any outdoor equipment on the subject parcel. Future outdoor and/or rooftop mechanical equipment shall be screened from neighboring properties in compliance with the City Code.

**OFF-STREET PARKING**

City Ordinance requires the following parking requirements for a fast food establishment, drive-in restaurant:

*One (1) space for each 35 square feet of gross floor area and an additional two (2) parking spaces shall be added for drive through service facilities.*

City Ordinance requires a total of 40 parking spaces and the proposed number of parking spaces is in compliance with City Code.

**LANDSCAPING**

Section 900.07, Subd. 2.B of the City Ordinance requires one (1) tree for every on thousand (1,000) square feet of total building floor area or one (1) tree for every fifty (50) feet of site perimeter, whichever is greater.

For purposes of landscape review for Lots 1, 2 and 3, Block 1, Sudheimer Retail Addition, the required number of landscape plantings were determined based on the whole. Specifically, the site perimeter of the three parcels requires a total of 41 trees to be planted. Further, City Ordinance states *“Additional plantings shall be required for properties fronting State Highway #5. The following will be required for every 40’ of frontage along Highway #5:*

- 1. One (1) three inch (3”) minimum deciduous tree OR One (1) eight foot (8’) foot minimum coniferous tree.*

The applicant is proposing 16 trees, which when considered as part of the whole is in compliance with City Ordinance requirements. It should be further clarified that the 17 additional trees required for the frontage along Hwy 5 are required to meet the 3 inch/8 ft. standard rather than the typical 2.5 inch deciduous and the 6 ft. coniferous tree standards. The landscape plans shall be modified to clarify where the 17 larger trees shall be planted throughout the development.

**SIGNS**

The applicants have not submitted any specific signage details with regard to the proposed Site Plan improvements. The applicant is aware that any future signage shall require the submittal and approval of a sign permit through the City and will require conformance to the City Sign Ordinance. The applicant has indicated their intention to return with a sign plan for the development district to be considered at a future date by the Planning Commission and City Council.

The applicant should clarify the proposed signage for the site. There is a discrepancy in the plan set with multiple sheets indicating a pylon sign along Hwy. 5 and others indicating a monument sign along Hwy. 5. Pylon signs are prohibited in the B-1, Highway Business District and therefore will not be permitted as proposed. A recommendation of approval regarding this application does not approve the placement of a pylon sign on the property.

Secondly, an additional monument sign is proposed located along 10<sup>th</sup> Street West. City Ordinance only allows one monument sign per premises of record. The applicant should clarify which location the proposed monument sign will be located prior to the issuance of a sign permit for the property.

### **LIGHTING**

Section 900.08, Subd. 1.C provides standards for exterior lighting. The lighting plan submitted meets City Ordinance requirement standards. Staff is requesting additional information regarding the fixtures, light poles and base specifications to insure compliance and continuity of design.

### **VEHICULAR ACCESS**

The applicant is proposing access to the property via two shared accesses along 10<sup>th</sup> Street West. Staff has reviewed the proposed accesses and have found them to be compliance with the necessary access spacing and circulation for the area.

### **PEDESTRIAN ACCESS**

There is existing bituminous trail along the Hwy. 5 corridor and existing sidewalk located along 10<sup>th</sup> Street West. The applicant is proposing two sidewalk connections to the sidewalk along the 10<sup>th</sup> Street West corridor and an additional sidewalk connection to the existing trail segment bordering the property along Hwy. 5.

The placement of the required bike rack shall be clarified as the keynotes for the site plan indicate a bicycle rack, but one has not been provided on site.

### **TRASH**

City Ordinance requires *“All trash and trash handling equipment to be stored within the principal structure, within an attached structure accessible from within the principal structure, or totally screened from eye-level view from public streets and adjacent residential properties. If accessory structures are proposed, they shall be constructed of the same building material as the principal structure.”*

The proposed Culver’s trash enclosure is proposed to be constructed of the same building materials as the principal structure.

### **GRADING, DRAINAGE & UTILITIES**

The utility and storm water information have been reviewed by the City Engineer and the Public Services Director. There are a couple of outstanding items which require resolution, which have been stated in the City Engineer memo dated September 29<sup>th</sup>, 2016. Staff recommends approval of the application subject to the conditions stated in the attached memo. The applicant shall work with the City Engineer to revise the utility information to the satisfaction of the City prior to any work commencing on site.

### **DESIGN REVIEW – HIGHWAY DISTRICT**

City Ordinance requires Design Review with the understanding that *“the visual character and historic resources of the City are important attributes of its quality of life.”* City Ordinance requires Design Review to be conducted as part of the Site Plan Review process.

Based on a review of the plan set provided by the applicant for the Culver’s Restaurant staff finds that the majority of the design requirements stated in the Highway Design District have been met to the City standards. Further, stated below you will find three noted sections of the design review which require consideration and/or further review by the Planning Commission and City Council.

#### **GROUND-FLOOR WINDOWS**

*Objective:* To allow views into and out of buildings in order to increase a sense of security and allow opportunities for display of merchandise.

*Standards:* The primary street level façade of smaller retail or office establishments (25,000 square feet or less) shall be transparent for at least 50 percent of the horizontal length of the building façade, between the height of 3 and 8 feet above sidewalk grade, at minimum.

**Design Response:** The proposed elevations seem to indicate that the structure will meet the transparency requirement of 50% between the height of 3 and 8 feet above the sidewalk grade. The applicant should provide documentation to support staffs measurements. Staff has included a condition of approval requiring the elevation plan set be revised to indicate the

proposed percentage of transparency.

### **BUILDING MATERIALS**

*Objective:* To ensure that high-quality, authentic materials that evoke traditional downtown settings are used in new commercial development.

*Standard:* Buildings should be constructed of high-quality materials such as brick, stone or textured, cast stone or tinted masonry units. The following materials are prohibited:

- X Unadorned plain or painted concrete block
- X Tilt-up concrete panels
- X Pre-fabricated steel or sheet metal panels
- X Reflective glass
- X Aluminum, vinyl, fiberglass, asphalt or fiberboard siding
- X Wood siding

Accent materials may be used on up to 15% of the building's façade. These may include metal, glass block, spandrel glass or similar materials as approved by the Planning Commission (see Figure 18).

*Other Materials:* The Planning Commission may also approve other materials that the Planning Commission, in its discretion, determines are compatible with any permitted materials if it finds that: 1) the quality and appearance of the proposed materials is consistent with the standard that has been set within the Highway District; and 2) the use of these materials will not have a detrimental effect upon adjacent property values or property values within the City.

**Design Response:** The applicant is proposing the following materials and improvements, which are conforming to the materials section of the Highway Design District:

1. EIFS and Fiber Cement Board finishing
2. Mfg. Stone – Tuscan Ledge – Aspen Color
3. Medium Color Option
4. Solid Blue Awnings
5. Regal Blue Parapet
6. Blue LED Lights around the perimeter
7. Brown gooseneck lighting
8. Outdoor patio equipment
  - a. Concrete table and bench in one
  - b. Classic blue umbrellas

### **PARKING LOT LANDSCAPING**

*Objective:* To soften the appearance of parking lots when viewed from an abutting street or sidewalk.

*Standards:* All parking and loading areas (including drive-through facilities, pump island service areas, and stacking spaces) fronting public streets or sidewalks shall provide:

1. A landscaped yard at least 5 feet wide along the public street or sidewalk.
2. Screening consisting of either a masonry wall, fence, berm or hedge or combination that forms a screen a minimum of 3 feet in height, a maximum of 4-1/2 feet in height, and not less than 50 percent opaque.
3. One tree shall be provided for each 25 linear feet of parking lot frontage on a public street or access way.

**Design Response:** The proposed landscape plan indicates conformance with items 1 and 3 above. The applicant should clarify how item 2 above will be met.

### **CONCLUSION / RECOMMENDATION**

The Planning Commission reviewed the application at their meeting on October 18<sup>th</sup>, 2016 and recommended approval of the request by Tom Ryan, on behalf of KTJ 290, LLC, for Site Plan and Design Review approval for construction of a new freestanding Culver's Restaurant to be located on Lot 2, Block 1, Sudheimer Retail Addition via a 4-0 vote.

If the City Council chooses to approve the Site Plan and Design Review request, the Planning Commission and staff would recommend the approval upon the following conditions:

1. The proposed improvements shall be completed as approved and as conditionally revised by the Planning Commission and the City Council.

2. All applicable permits are applied for by the applicant with all supporting documentation and issued prior to the start of construction.
3. The items listed on the City Engineers Memo dated September 29, 2016 shall be resolved to the satisfaction of the City Engineer, the Public Services Director and the Community Development Director prior to the issuance of the building permit for the proposed buildings.
4. The applicant shall provide the City with a letter of credit to guarantee the proper installation and growth of the approved landscape plan. The letter of credit shall be submitted by the developer prior to obtaining a building permit that is equal to the amount of the required landscaping to be installed. The letter of credit shall be held by the City and must cover one full calendar year subsequent to the installation of said landscaping and must be conditioned upon complete and satisfactory implementation of the approved landscape plan.
5. All indirect costs with the building permit, review, and final plans associated with engineering and administrative costs shall be paid by the applicant/owner.
6. The applicant/property owner will be required to obtain Carver County Watershed Management Organization (CCWMO) approval and permitting. A copy of any approvals or permits required shall be submitted conditional to final approval. Depending on the timing of this submittal, the new CCWMO stormwater management rules may be in effect.
7. The plans shall be revised to include bicycle parking consistent with the Pedestrian and Bicycle Access Design Standard.
8. The additional plantings required for frontage along Hwy. 5 shall be indicated on the landscape plan. The additional plantings total 17 trees for the entire site. The plantings will require a minimum 3 inch deciduous or 8 ft. coniferous tree. This is in addition to the 41 trees required per landscape requirements.
9. A 6-inch non-surmountable curb shall separate all walks and landscape areas from parking and maneuvering areas.
10. The proposed fast food establishment with drive-through facilities shall be completed in compliance with Section 900.05, Subd. 2.F.4. Uses Permitted with Special Restrictions, specifically subpart b. Drive-in Businesses.
11. The applicant shall submit additional information regarding the fixtures, light poles and base specifications to insure compliance and continuity of design.
12. The proposed elevations seem to indicate that the structure will meet the transparency requirement of 50% between the height of 3 and 8 feet above the sidewalk grade. The applicant shall provide documentation indicating the proposed percentage of transparency of the front façade.
13. The applicant shall revise the landscape plan to include screening consistent with the Parking Lot Landscaping Design Standard.
14. Stormwater management is provided for this site via a regional system. The pond located southeast of the Cherry Street and 10th Street intersection provides rate control, and a regional stormwater reuse system for irrigation provides water quality treatment and volume control. The one-time Stormwater Management Connection fee and yearly Operation and Maintenance fee must be coordinated with City. In addition, a meter will be required for connection to the irrigation system.
15. The applicant shall contact the City Planning Department for a final site inspection when all conditions of approval regarding this application have been completed.

**ATTACHMENTS:**

Attachment 1: Draft Resolution (2 pages)

Attachment 2: Culver's B&W Elevations and Details (1 page)

Attachment 3: Exterior Finishes and Materials (8 pages)

**\* Please note that as all of the properties, Lots 1, 2 and 3 of the Sudheimer Retail Addition, are being reviewed at the same time, I have only attached the following items once, but they apply to all three Site Plan and Design Review applications:**

Location Map (1 page)

Site Plan (1 page)

Truck Movement & Pedestrian Access Plan (1 page)

Landscape Plan and Landscape Details (2 pages)

City Engineer Memo dated September 29<sup>th</sup>, 2016 (1 page)

**CITY OF WACONIA  
RESOLUTION 2016-217**

**A RESOLUTION APPROVING SITE PLAN & DESIGN REVIEW  
FOR A FREESTANDING CULVER’S RESTAURANT  
FOR LOT 2, BLOCK 1, SUDHEIMER RETAIL ADDITION**

**WHEREAS**, Mr. Tom Ryan, on behalf of KTJ 290, LLC (the “**Applicant**”), has submitted a Site Plan & Design Review application for the property located at Lot 2, Block 1 of the Sudheimer Retail Addition (the “**Property**”) pursuant to Section 900.12 of the City Zoning Code; and

**WHEREAS**, the Site Plan and Design Review Application includes the proposed construction of a freestanding Culver’s restaurant; and

**WHEREAS**, the Property is zoned B-1, Highway Business District and the proposed drive-thru business is a Permitted Use with Special Restrictions within said district; and

**WHEREAS**, the Site Plan and Design Review Application complies with all City Ordinance requirements and Architectural Design regulations; and

**WHEREAS**, the Site Plan was discussed at the Planning Commission’s meeting on October 18<sup>th</sup>, 2016 in the Council Chambers at Waconia City Hall, 201 South Vine Street, Waconia, Minnesota and the Planning Commission recommended approval of the application via a 4-0 vote; and

**WHEREAS**, the Planning Commission and City staff recommend approval of the Site Plan application with the following conditions:

1. The proposed improvements shall be completed as approved and as conditionally revised by the Planning Commission and the City Council.
2. All applicable permits are applied for by the applicant with all supporting documentation and issued prior to the start of construction.
3. The items listed on the City Engineers Memo dated September 29, 2016 shall be resolved to the satisfaction of the City Engineer, the Public Services Director and the Community Development Director prior to the issuance of the building permit for the proposed buildings.
4. The applicant shall provide the City with a letter of credit to guarantee the proper installation and growth of the approved landscape plan. The letter of credit shall be submitted by the developer prior to obtaining a building permit that is equal to the amount of the required landscaping to be installed. The letter of credit shall be held by the City and must cover one full calendar year subsequent to the installation of said landscaping and must be conditioned upon complete and satisfactory implementation of the approved landscape plan.
5. All indirect costs with the building permit, review, and final plans associated with engineering and administrative costs shall be paid by the applicant/owner.
6. The applicant/property owner will be required to obtain Carver County Watershed Management Organization (CCWMO) approval and permitting. A copy of any approvals or permits required shall be submitted conditional to final approval. Depending on the timing of this submittal, the new CCWMO stormwater management rules may be in effect.
7. The plans shall be revised to include bicycle parking consistent with the Pedestrian and Bicycle Access Design Standard.
8. The additional plantings required for frontage along Hwy. 5 shall be indicated on the landscape plan. The additional plantings total 17 trees for the entire site. The plantings will require a minimum 3 inch deciduous or 8 ft. coniferous tree. This is in addition to the 41 trees required per landscape requirements.

9. A 6-inch non-surmountable curb shall separate all walks and landscape areas from parking and maneuvering areas.
10. The proposed fast food establishment with drive-through facilities shall be completed in compliance with Section 900.05, Subd. 2.F.4. Uses Permitted with Special Restrictions, specifically subpart b. Drive-in Businesses.
11. The applicant shall submit additional information regarding the fixtures, light poles and base specifications to insure compliance and continuity of design.
12. The proposed elevations seem to indicate that the structure will meet the transparency requirement of 50% between the height of 3 and 8 feet above the sidewalk grade. The applicant shall provide documentation indicating the proposed percentage of transparency of the front façade.
13. The applicant shall revise the landscape plan to include screening consistent with the Parking Lot Landscaping Design Standard.
14. Stormwater management is provided for this site via a regional system. The pond located southeast of the Cherry Street and 10th Street intersection provides rate control, and a regional stormwater reuse system for irrigation provides water quality treatment and volume control. The one-time Stormwater Management Connection fee and yearly Operation and Maintenance fee must be coordinated with City. In addition, a meter will be required for connection to the irrigation system.
15. The applicant shall contact the City Planning Department for a final site inspection when all conditions of approval regarding this application have been completed.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Waconia hereby approves the Site Plan and Design Review for the Culver’s restaurant and site improvements for Lot 2, Block 1, Sudheimer Retail Addition subject to the conditions, findings and recommendations of the Waconia Planning Commission state above.

Adopted by the City Council of the City of Waconia this 7<sup>th</sup> day of November, 2016.

\_\_\_\_\_  
James P. Sanborn, Mayor

ATTEST: \_\_\_\_\_  
Susan MH Arntz, City Administrator

M/ \_\_\_\_\_

Ayers \_\_\_\_\_

Bloudek \_\_\_\_\_

S/ \_\_\_\_\_

Carrier \_\_\_\_\_

Erickson \_\_\_\_\_

Sanborn \_\_\_\_\_



# CULVER'S OF [CITY, STATE]

## Exterior Finish Selections – [Current as of 01/01/16]

### General Notes:

- The Exterior Finish Selection document is to be used in conjunction with the Floor Plan and Exterior Elevations.
- Anticipate 8-10 week lead times for all materials and finishes.
- CFSI does not guarantee the availability of selected products.
- It is the contractor's responsibility to coordinate the delivery and installation of all materials and finishes unless otherwise noted.
- It is the contractor's responsibility to review finish samples with the owner. Color, texture, and sheen is to be reviewed if applicable.
- It is the franchisee's responsibility to share this document with any pertinent consultants (e.g. Architect, Engineer, General Contractor, Subcontractor, etc.).
- No Dry Stacking of Manufactured Stone on Exterior or Interior
- When using Fiber Cement, installers are to seal cut edges

### Project Lead:

**Name:**

**Phone:**

**Email:**

The project lead is the CFSI point of contact for this project. Any questions or items needing clarification can be answered by the project lead.

### **Example of EIFS & Fiber Cement Board**



### **Example of all EIFS**



Culver Franchising System, Inc.  
1240 Water Street • Prairie du Sac, WI 53578 • Phone: 608.643.7980 • Fax: 608.643.7982



**Main Field Material Color Options:**

**Medium Color Option**

**EIFS**



**Cement Board Siding**



OR

- Manufacturer: Parex  
Style: Fine Sand Finish  
Location: Main Field Color  
Color: to match Sherwin Williams  
SW7038 Tony Taupe

- James Hardie  
Style: Hardieplank Lap Siding  
Color: Khaki Brown

**Accent Color– Pilasters and Cornice (Verify with Stone Selection)**



- Manufacturer: Parex  
Style: Fine Sand Finish  
Location: Pilaster & Cornices  
Color: to match Sherwin Williams  
SW7509 Tiki Hut

**Main Field Material Color Options:**

**Light Color Option**

**EIFS**



**Cement Board Siding**



OR

- Manufacturer: Parex  
Style: Fine Sand Finish  
Location: Main Field Color  
Color: to match Sherwin Williams  
SW7035 Aesthetic White

- James Hardie  
Style: Hardieplank Lap Siding  
Color: Cobblestone

**Accent Color– Pilasters and Cornice (Verify with Stone Selection)**



- Manufacturer: Parex  
Style: Fine Sand Finish  
Location: Main Field Color  
Color: to match Sherwin Williams  
SW7038 Tony Taupe

**Main Field Material Color Options:**

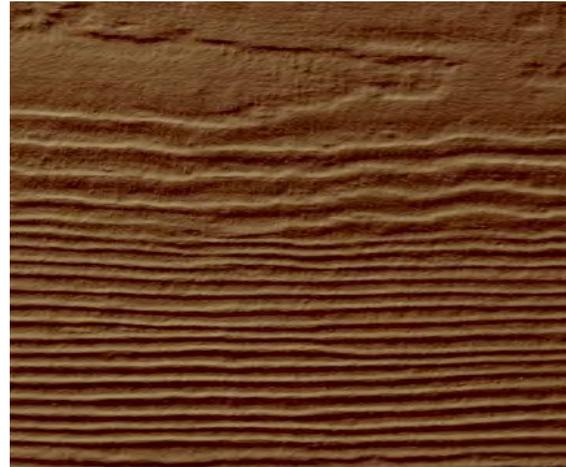
**Dark Color Option**

EIFS



Style: Med Sand Finish  
 Location: Main Field Color  
 Color: to match Sherwin Williams  
 SW7523 Burnished Brandy

Cement Board Siding



James Hardie  
 Style: Hardieplank Lap Siding  
 Color: Chesnut Brown

OR

**Accent Color– Pilasters and Cornice (Verify with Stone Selection)**



Style: Med Sand Finish  
 Location: Main Field Color  
 Color: to match Sherwin Williams  
 SW2823 Rookwood Clay



**AWNINGS:**



- Baraboo Tent & Awning  
Sunbrella  
Solid Blue



- Baraboo Tent & Awning  
Sunbrella  
Striped

**PARAPET:**



- Una-Clad  
Regal Blue



- Una-Clad  
Medium Bronze

## LIGHTING:



- Blue LED light around Perimeter  
[Verify compliance with city]

- No Blue LED light around Perimeter

### Gooseneck Exterior Lighting: Mfg: RAB Lighting



#### Standard color option:

5 Year Warranty on Finish and Parts

- White

#### Semi-Custom Option:

5 year warranty on finish and parts  
Increased cost (verify with GC)  
Increased lead time (verify with GC)

- Brown

#### Semi-Custom Option:

5 year warranty on finish and parts  
Increased cost (verify with GC)  
Increased lead time (verify with GC)

- Silver



#### Custom Option:

2 year warranty on finish  
5 year warranty on parts  
Increased cost (verify with GC)  
Increased lead time (verify with GC)

- Hammered Bronze Interpon 600 JW415QF

For lighting information please contact:

Crescent Electric Supply Co. - Chris Crull – 608-289-4563 or  
[Christopher.crull@cesco.com](mailto:Christopher.crull@cesco.com)

**ATTENTION: All lighting must be purchased through Crescent Electric except blue LED perimeter lighting.**

Culver Franchising System, Inc.  
1240 Water Street • Prairie du Sac, WI 53578 • Phone: 608.643.7980 • Fax: 608.643.7982

## PATIO FURNITURE OPTIONS:

Wausau Tile:

For more information please contact: Wausau Tile – Wendi Fleming 1.866.482.7138 x338

Attention: Wausau tile will provide patio layouts if your architect or contractor provides a dimensioned patio.



- Powder coated aluminum w/ 100% recycled plastic slats  
Moveable chairs and in-ground mounted tables



- Concrete table and bench in one  
Contact CFSI for standard color options.

Umbrellas:

For more information please contact: Baraboo Tent and Awning – Dan School - 608.963.5349



Baraboo Tent and Awning

- Classic Umbrella  
\*To be used with Wausau Tile's Concrete furniture or in-ground mounted tables ONLY, movable umbrellas are not allowed



Baraboo Tent and Awning

- Curved Umbrella  
\*To be used with Wausau Tile's Concrete furniture or in-ground mounted tables ONLY, movable umbrellas are not allowed

Patio Amenities:

Garbage cans, lids, snuffers, and planters can be purchased through Wausau Tile. Visit their website for access to the catalogue for colors and pricing, [www.wausautile.com/culvers](http://www.wausautile.com/culvers).

Culver Franchising System, Inc.  
1240 Water Street • Prairie du Sac, WI 53578 • Phone: 608.643.7980 • Fax: 608.643.7982



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b>	November 7 <sup>th</sup> , 2016
<b>Item Name:</b>	SITE PLAN and DESIGN REVIEW– Lot 3, Block 1, Sudheimer Retail Addn. – Holiday Station – submitted by KTJ 290, LLC
<b>Originating Department:</b>	Community Development
<b>Presented by:</b>	Lane Braaten, Community Development Director

**Previous Council Action (if any):**

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

**Adopt Resolution 2016-218 approving the Site Plan and Design Review for the proposed Holiday Station and site improvements for Lot 3, Block 1, Sudheimer Retail Addition.**

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

**BACKGROUND**

**Applicant:** Tom Ryan  
**Owner:** KTJ 290, LLC  
**Address(es):** 10590 & 10594 10<sup>th</sup> Street West  
**PID#** 750235100 & 750235200  
**Zoning:** B-1, Highway Business District  
**Comprehensive Plan Designation:** C, Commercial  
**Design District:** Highway District

**REQUEST**

The applicant, Mr. Tom Ryan, on behalf of KTJ 290, LLC, has submitted an application for Site Plan and Design Review for the parcel described as Lot 3, Block 1, Sudheimer Retail Addition. The applicant is proposing the construction of a free standing Holiday Gas Station.

**APPLICABLE ORDINANCE PROVISIONS:**

1. Section 900.05 – District Regulations, Subd. 2.F – B-1, Highway Business District
2. Section 900.06 – Supplementary Regulations, Subd. 9 – Architectural Design Standards
3. Section 900.07 – Landscaping and Fencing
4. Section 900.08 – Performance Standards
5. Section 900.09 – Off-Street Parking, Loading, and Access Regulations
6. Section 900.10 – Sign Regulations
7. Section 900.12 - Administration, Enforcement and Procedures, Subd. 10 - Site Plan Review

**SITE PLAN REVIEW**

City Ordinance requires Site Plan Review “in order to further promote the safe and efficient use of land and to further enhance the value of property in the City.” City Ordinance requires Site Plan Review for any construction for which a building permit is required, except for construction of detached, single-family residential structures or structures accessory thereto.

**EXISTING USE**

The subject parcels, located at 10590 and 10594 10<sup>th</sup> Street West, are currently undeveloped and located within the Waconia City Limits (see attached location map). Specifically, the properties are located south and east of the intersection of Hwy. 5 and County Road 10. Most recently the properties were used as a staging area for construction equipment and materials during the Hwy. 5, Cherry Street and 10<sup>th</sup> Street road construction projects.

**ZONING**

The subject parcel is zoned B-1, Highway Business District. The proposed motor fuel station and convenience store is a “Use Permitted with Special Restrictions” in the B-1 zoning district.

## LOT REQUIREMENTS

The subject property is located in the B-1, Highway Business District. Section 900.05, Subd. 2.F of the City Ordinance states “*The purpose of this district is to provide for an appropriate range of businesses that will be utilized by area residents as well as vehicular traffic generated from the surrounding area.*” The Lot Requirements for the Highway Business District are indicated in Table 1-1 below. The proposed use is a permitted use with special restrictions, which allows for alternate setback and lot requirements.

**Table 1-1.**

	B-1 – Lot Requirements – Motor Fuel Stations with a Car Wash
Lot Area	17,500 sq. ft. min.
Lot Width	150 ft. min.
Maximum Hardcover Surface	80% max.
Maximum Principal Structure Height	35 ft. max.
Maximum Overhead Canopy Height	20 ft. max.
Front Yard Setback	60 ft. min.
Setback to Adjacent Street	60 ft. min.
Side Yard Setback – Interior	30 ft. min.
Rear Yard Setback	30 ft. min.
Pump Setback from ROW	25 ft. min.
Overhead Canopy	10ft. from ROW & 20 ft. from P/L

The structure setbacks, building height, and hardcover surface requirements stated above have been satisfied based on a review of the Site Plan – C-3.0 dated 09/26/16, Landscape Plan – L.1 dated April 22, 2016 and the Exterior Elevations – A2 and A3, dated 09/01/16.

## SCREENING OF EQUIPMENT

The applicant has not proposed any outdoor equipment on the subject parcel. Future outdoor and/or rooftop mechanical equipment shall be screened from neighboring properties in compliance with the City Code.

## OFF-STREET PARKING

City Ordinance requires the following parking requirements for a motor fuel station;

*At least four (4) off-street parking spaces plus two (2) off-street parking spaces for each service stall. Those facilities designed for sale of other items than strictly automotive products, parts or service shall be required to provide additional parking in compliance with other applicable portions of this Ordinance.*

City Ordinance requires the following parking requirements for Retail sales:

*Four (4) spaces for each 1,000 sq. ft. of gross floor space, less storage space.*

The applicant is proposing a total of 54 parking spaces, which exceeds City Ordinance requirements.

## LANDSCAPING

Section 900.07, Subd. 2.B of the City Ordinance requires one (1) tree for every on thousand (1,000) square feet of total building floor area or one (1) tree for every fifty (50) feet of site perimeter, whichever is greater.

For purposes of landscape review for Lots 1, 2 and 3, Block 1, Sudheimer Retail Addition, the required number of landscape plantings were determined based on the whole. Specifically, the site perimeter of the three parcels requires a total of 41 trees to be planted. Further, City Ordinance states “*Additional plantings shall be required for properties fronting State Highway #5. The following will be required for every 40’ of frontage along Highway #5:*

- 1. One (1) three inch (3”) minimum deciduous tree OR One (1) eight foot (8’) foot minimum coniferous tree.*

The Applicant is proposing 17 trees, which when considered as part of the whole is in compliance with City Ordinance requirements. It should be further clarified that the 17 additional trees required for the frontage along Hwy 5 are required to meet the 3 inch/8 ft. standard rather than the typical 2.5 inch deciduous and the 6 ft. coniferous tree standards. The landscape plans shall be modified to clarify where the 17 larger trees shall be planted throughout the development.

The B-1, Highway Business District standards for Motor Fuel Stations, which is a permitted use with special restrictions,

requires a 15 ft. minimum landscaped yard behind all property lines except a driveway entrances. The Landscape Plan indicates compliance with this standard.

## **SIGNS**

The applicants have not submitted any signage details with regard to the proposed Site Plan improvements. The applicant is aware that any future signage shall require the submittal and approval of a sign permit through the City and will require conformance to the City Sign Ordinance. The applicant has indicated their intention to return with a sign plan for the development district to be considered at a future date by the Planning Commission and City Council.

The Site Plan indicates a pylon sign at the corner of Hwy. 5 and Cherry Street. Pylon signs are prohibited in the B-1, Highway Business District and therefore will not be permitted as proposed. A recommendation of approval regarding this application does not approve the placement of a pylon sign on the property.

## **LIGHTING**

Section 900.08, Subd. 1.C provides standards for exterior lighting. The lighting plan submitted meets City Ordinance requirement standards. Staff is requesting additional information regarding the fixtures, light poles and base specifications to insure compliance and continuity of design.

## **VEHICULAR ACCESS**

The applicant is proposing a shared access along 10<sup>th</sup> Street West, which would allow access to the Holiday Gas Station and Culver's. Also, the applicant is proposing a right in only access along Cherry Street. Staff has reviewed the proposed accesses and have found them to be compliance with the necessary access spacing and circulation for the area.

## **PEDESTRIAN ACCESS**

There is existing bituminous trail along the Hwy. 5 corridor and the Cherry Street corridor in addition to the existing sidewalk located along 10<sup>th</sup> Street West. The applicant is proposing a sidewalk connection to the sidewalk along the Cherry Street corridor and the Hwy. 5 corridor, allowing pedestrian access and internal circulation between the three properties.

The placement of the required bike rack shall be clarified as the keynotes for the site plan indicate a bicycle rack, but one has not been provided on site.

## **TRASH**

City Ordinance requires *“All trash and trash handling equipment to be stored within the principal structure, within an attached structure accessible from within the principal structure, or totally screened from eye-level view from public streets and adjacent residential properties. If accessory structures are proposed, they shall be constructed of the same building material as the principal structure.”*

The applicants have proposed a trash enclosure on the west side of the proposed structure, which will match the principal structure in that it will be constructed with the same brick. The proposed trash enclosure is in conformance with the City Code requirements.

## **GRADING, DRAINAGE & UTILITIES**

The utility and storm water information have been reviewed by the City Engineer and the Public Services Director. There are a couple of outstanding items which require resolution, which have been stated in the City Engineer memo dated September 29, 2016. Staff recommends approval of the application subject to the conditions stated in the attached memo. The applicant shall work with the City Engineer to revise the utility information to the satisfaction of the City prior to any work commencing on site.

## **DESIGN REVIEW – HIGHWAY DISTRICT**

City Ordinance requires Design Review with the understanding that *“the visual character and historic resources of the City are important attributes of its quality of life.”* City Ordinance requires Design Review to be conducted as part of the Site Plan Review process.

Based on a review of the plan set provided by the applicant for the Holiday Gas Station staff finds that the design requirements stated in the Highway Design District have been met to the City standards. Further, stated below you will find two noted sections of the design review which require consideration and review by the City Council.

## BUILDING MATERIALS

*Objective:* To ensure that high-quality, authentic materials that evoke traditional downtown settings are used in new commercial development.

*Standard:* Buildings should be constructed of high-quality materials such as brick, stone or textured, cast stone or tinted masonry units. The following materials are prohibited:

- X Unadorned plain or painted concrete block
- X Tilt-up concrete panels
- X Pre-fabricated steel or sheet metal panels
- X Reflective glass
- X Aluminum, vinyl, fiberglass, asphalt or fiberboard siding
- X Wood siding

Accent materials may be used on up to 15% of the building's façade. These may include metal, glass block, spandrel glass or similar materials as approved by the Planning Commission (see Figure 18).

*Other Materials:* The Planning Commission may also approve other materials that the Planning Commission, in its discretion, determines are compatible with any permitted materials if it finds that: 1) the quality and appearance of the proposed materials is consistent with the standard that has been set within the Highway District; and 2) the use of these materials will not have a detrimental effect upon adjacent property values or property values within the City.

**Design Response:** The proposed building materials are in compliance with the Highway District Design Standards. This design section has been included to duly note the proposed materials for the proposed Holiday Gas Station and to summarize the proposed finishes for the Planning Commission and City Council. The materials include, but are not limited to:

1. Brick – 1 - (Light) Endicott Ivory Velour (modular thin brick)
2. Brick – 2 - (Medium) Endicott Desert Ironspot Light Velour (modular thin brick)
3. Thin Stone - Coronado Playa Vista Limestone “Alaskan Sunset” – Drystack Joints
4. Mortar – Natural Gray
5. EIFS (Entry) – Dryvit #108 “Manor White”, Sandpebble texture/Lymstone Finish at Bands
6. Wall Cap Flashing (Bldg.) – Prefinished metal – Color: Una-clad “Silver metallic” steel or “clear anodized” aluminum with “electric blue” top cap
7. Wall Cap Flashing (Gas Canopy) – Prefinished metal – Color: Una-clad “Electric blue”
8. Angled Metal Window Cornices & Flat Metal Entry Canopy – Prefinished metal – Color: Clear anodized aluminum
9. Metal Soffits – Prefinished metal – Color: White
10. Alum. Storefront – Clear anodized

## PARKING LOT LANDSCAPING

*Objective:* To soften the appearance of parking lots when viewed from an abutting street or sidewalk.

*Standards:* All parking and loading areas (including drive-through facilities, pump island service areas, and stacking spaces) fronting public streets or sidewalks shall provide:

1. A landscaped yard at least 5 feet wide along the public street or sidewalk.
2. Screening consisting of either a masonry wall, fence, berm or hedge or combination that forms a screen a minimum of 3 feet in height, a maximum of 4-1/2 feet in height, and not less than 50 percent opaque.
3. One tree shall be provided for each 25 linear feet of parking lot frontage on a public street or accessway.

**Design Response:** The proposed landscape plan indicates conformance with items 1 and 3 above. The applicant should clarify how item 2 above will be met.

## CONCLUSION / RECOMMENDATION

The Planning Commission reviewed the application at their meeting on October 18<sup>th</sup>, 2016 and recommended the City Council approve the request by Tom Ryan, on behalf of KTJ 290, LLC, for Site Plan and Design Review for construction of a new Holiday Gas Station to be located on Lot 3, Block 1, Sudheimer Retail Addition via a 4-0 vote.

If the City Council chooses to approve the Site Plan and Design Review request, the Planning Commission and staff would recommend the approval upon the following conditions:

1. The proposed improvements shall be completed as approved and as conditionally revised by the Planning

Commission and the City Council.

2. All applicable permits are applied for by the applicant with all supporting documentation and issued prior to the start of construction.
3. The items listed on the City Engineers Memo date September 29, 2016 shall be resolved to the satisfaction of the City Engineer, the Public Services Director and the Community Development Director prior to the issuance of the building permit for the building.
4. The applicant shall provide the City with a letter of credit to guarantee the proper installation and growth of the approved landscape plan. The letter of credit shall be submitted by the developer prior to obtaining a building permit that is equal to the amount of the required landscaping to be installed. The letter of credit shall be held by the City and must cover one full calendar year subsequent to the installation of said landscaping and must be conditioned upon complete and satisfactory implementation of the approved landscape plan.
5. All indirect costs with the building permit, review, and final plans associated with engineering and administrative costs shall be paid by the applicant/owner.
6. The applicant/property owner will be required to obtain Carver County Watershed Management Organization (CCWMO) approval and permitting. A copy of any approvals or permits required shall be submitted conditional to final approval. Depending on the timing of this submittal, the new CCWMO stormwater management rules may be in effect.
7. The plans shall be revised to include bicycle parking consistent with the Pedestrian and Bicycle Access Design Standard.
8. The additional plantings required for frontage along Hwy. 5 shall be indicated on the landscape plan. The additional plantings total 17 trees for the entire site. The plantings will require a minimum 3 inch deciduous or 8 ft. coniferous tree. This is in addition to the 41 trees required per landscape requirements.
9. The complement of trees fulfilling the requirements of this policy shall be not less than 25% deciduous and not less than 33% coniferous. The landscape plan shall be revised to indicate compliance with this standard.
10. A 6-inch non-surmountable curb shall separate all walks and landscape areas from parking and maneuvering areas.
11. The proposed motor fuel station and convenience store shall be completed in compliance with Section 900.05, Subd. 2.F.4. Uses Permitted with Special Restrictions, specifically subpart C. Motor fuel stations and motor fuel station convenience stores.
12. The applicant shall submit additional information regarding the fixtures, light poles and base specifications to insure compliance and continuity of design.
13. The proposed elevations seem to indicate that the structure will meet the transparency requirement of 50% between the height of 3 and 8 feet above the sidewalk grade. The applicant shall provide documentation indicating the proposed percentage of transparency of the front façade.
14. The applicant shall revise the landscape plan to include screening consistent with the Parking Lot Landscaping Design Standard.
15. Stormwater management is provided for this site via a regional system. The pond located southeast of the Cherry Street and 10th Street intersection provides rate control, and a regional stormwater reuse system for irrigation provides water quality treatment and volume control. The one-time Stormwater Management Connection fee and yearly Operation and Maintenance fee must be coordinated with City. In addition, a meter will be required for connection to the irrigation system.
16. The applicant shall contact the City Planning Department for a final site inspection when all conditions of approval regarding this application have been completed.

**ATTACHMENTS:**

Attachment 1: Draft Resolution (2 pages)

Attachment 2: Floor Plan (1 page)

Attachment 3: Exterior Elevations (2 pages)

Attachment 4: Color Elevation (1 page)

**\* Please note that as all of the properties, Lots 1, 2 and 3 of the Sudheimer Retail Addition, are being reviewed at the same time, I have only attached the following items once, but they apply to all three Site Plan and Design Review applications:**

Location Map (1 page)

Site Plan (1 page)

Truck Movement & Pedestrian Access Plan (1 page)

Landscape Plan and Landscape Details (2 pages)

City Engineer Memo dated September 29, 2016 (1 page)

**CITY OF WACONIA  
RESOLUTION 2016-218**

**A RESOLUTION APPROVING SITE PLAN & DESIGN REVIEW  
FOR A HOLIDAY GAS STATION  
FOR LOT 3, BLOCK 1, SUDHEIMER RETAIL ADDITION**

**WHEREAS**, Mr. Tom Ryan, on behalf of KTJ 290, LLC (the “**Applicant**”), has submitted a Site Plan & Design Review application for the property located at Lot 3, Block 1 of the Sudheimer Retail Addition (the “**Property**”) pursuant to Section 900.12 of the City Zoning Code; and

**WHEREAS**, the Site Plan and Design Review Application includes the proposed construction of a Holiday Gas Station; and

**WHEREAS**, the Property is zoned B-1, Highway Business District and the motor fuel station with a convenience store is a Permitted Use with Special Restrictions within said district; and

**WHEREAS**, the Site Plan and Design Review Application complies with all City Ordinance requirements and Architectural Design regulations; and

**WHEREAS**, the Site Plan was discussed at the Planning Commission’s meeting on October 18<sup>th</sup>, 2016 in the Council Chambers at Waconia City Hall, 201 South Vine Street, Waconia, Minnesota and the Planning Commission recommended approval of the application via a 4-0 vote; and

**WHEREAS**, the Planning Commission and City staff recommend approval of the Site Plan application with the following conditions:

1. The proposed improvements shall be completed as approved and as conditionally revised by the Planning Commission and the City Council.
2. All applicable permits are applied for by the applicant with all supporting documentation and issued prior to the start of construction.
3. The items listed on the City Engineers Memo date September 29, 2016 shall be resolved to the satisfaction of the City Engineer, the Public Services Director and the Community Development Director prior to the issuance of the building permit for the building.
4. The applicant shall provide the City with a letter of credit to guarantee the proper installation and growth of the approved landscape plan. The letter of credit shall be submitted by the developer prior to obtaining a building permit that is equal to the amount of the required landscaping to be installed. The letter of credit shall be held by the City and must cover one full calendar year subsequent to the installation of said landscaping and must be conditioned upon complete and satisfactory implementation of the approved landscape plan.
5. All indirect costs with the building permit, review, and final plans associated with engineering and administrative costs shall be paid by the applicant/owner.
6. The applicant/property owner will be required to obtain Carver County Watershed Management Organization (CCWMO) approval and permitting. A copy of any approvals or permits required shall be submitted conditional to final approval. Depending on the timing of this submittal, the new CCWMO stormwater management rules may be in effect.
7. The plans shall be revised to include bicycle parking consistent with the Pedestrian and Bicycle Access Design Standard.
8. The additional plantings required for frontage along Hwy. 5 shall be indicated on the landscape plan. The additional plantings total 17 trees for the entire site. The plantings will require a minimum 3 inch deciduous or 8 ft. coniferous tree. This is in addition to the 41 trees required per landscape requirements.

9. The complement of trees fulfilling the requirements of this policy shall be not less than 25% deciduous and not less than 33% coniferous. The landscape plan shall be revised to indicate compliance with this standard.
10. A 6-inch non-surmountable curb shall separate all walks and landscape areas from parking and maneuvering areas.
11. The proposed motor fuel station and convenience store shall be completed in compliance with Section 900.05, Subd. 2.F.4. Uses Permitted with Special Restrictions, specifically subpart C. Motor fuel stations and motor fuel station convenience stores.
12. The applicant shall submit additional information regarding the fixtures, light poles and base specifications to insure compliance and continuity of design.
13. The proposed elevations seem to indicate that the structure will meet the transparency requirement of 50% between the height of 3 and 8 feet above the sidewalk grade. The applicant shall provide documentation indicating the proposed percentage of transparency of the front façade.
14. The applicant shall revise the landscape plan to include screening consistent with the Parking Lot Landscaping Design Standard.
15. Stormwater management is provided for this site via a regional system. The pond located southeast of the Cherry Street and 10th Street intersection provides rate control, and a regional stormwater reuse system for irrigation provides water quality treatment and volume control. The one-time Stormwater Management Connection fee and yearly Operation and Maintenance fee must be coordinated with City. In addition, a meter will be required for connection to the irrigation system.
16. The applicant shall contact the City Planning Department for a final site inspection when all conditions of approval regarding this application have been completed.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Waconia hereby approves the Site Plan and Design Review for the Holiday Gas Station and site improvements for Lot 3, Block 1, Sudheimer Retail Addition subject to the conditions, findings and recommendations of the Waconia Planning Commission state above.

Adopted by the City Council of the City of Waconia this 7<sup>th</sup> day of November, 2016.

\_\_\_\_\_  
James P. Sanborn, Mayor

ATTEST: \_\_\_\_\_  
Susan MH Arntz, City Administrator

M/ \_\_\_\_\_

Ayers \_\_\_\_\_

S/ \_\_\_\_\_

Bloudek \_\_\_\_\_

Carrier \_\_\_\_\_

Erickson \_\_\_\_\_

Sanborn \_\_\_\_\_



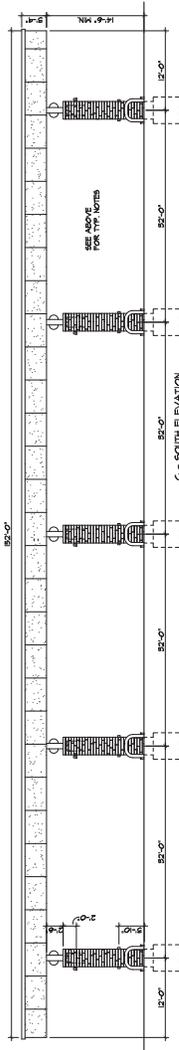
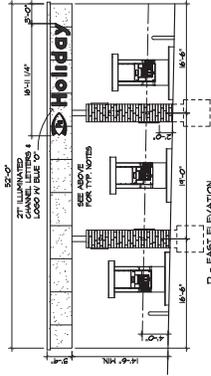
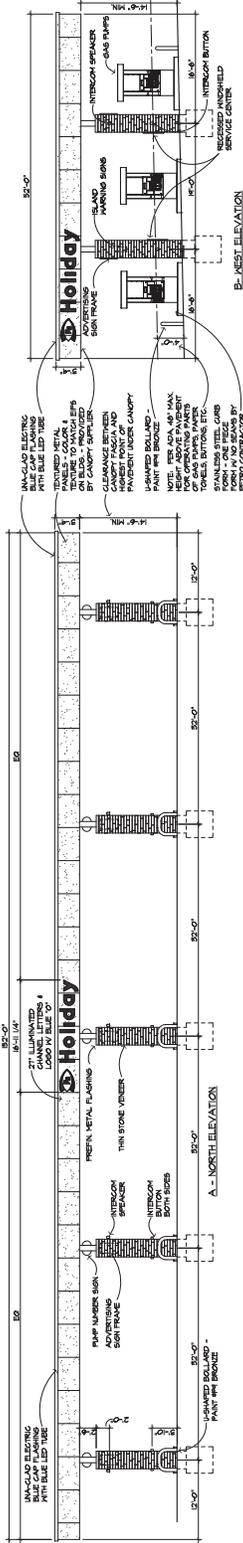




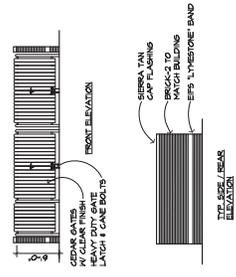
PROJECT NUMBER:	16-100341
DATE:	01/15/16
DESIGNED BY:	EA
MARK:	REVISION: ISSUE:
	DATE:
	CITY: SUBMITTAL:
	09-21-16

**EXTERIOR  
ELEVATIONS**

**A3**

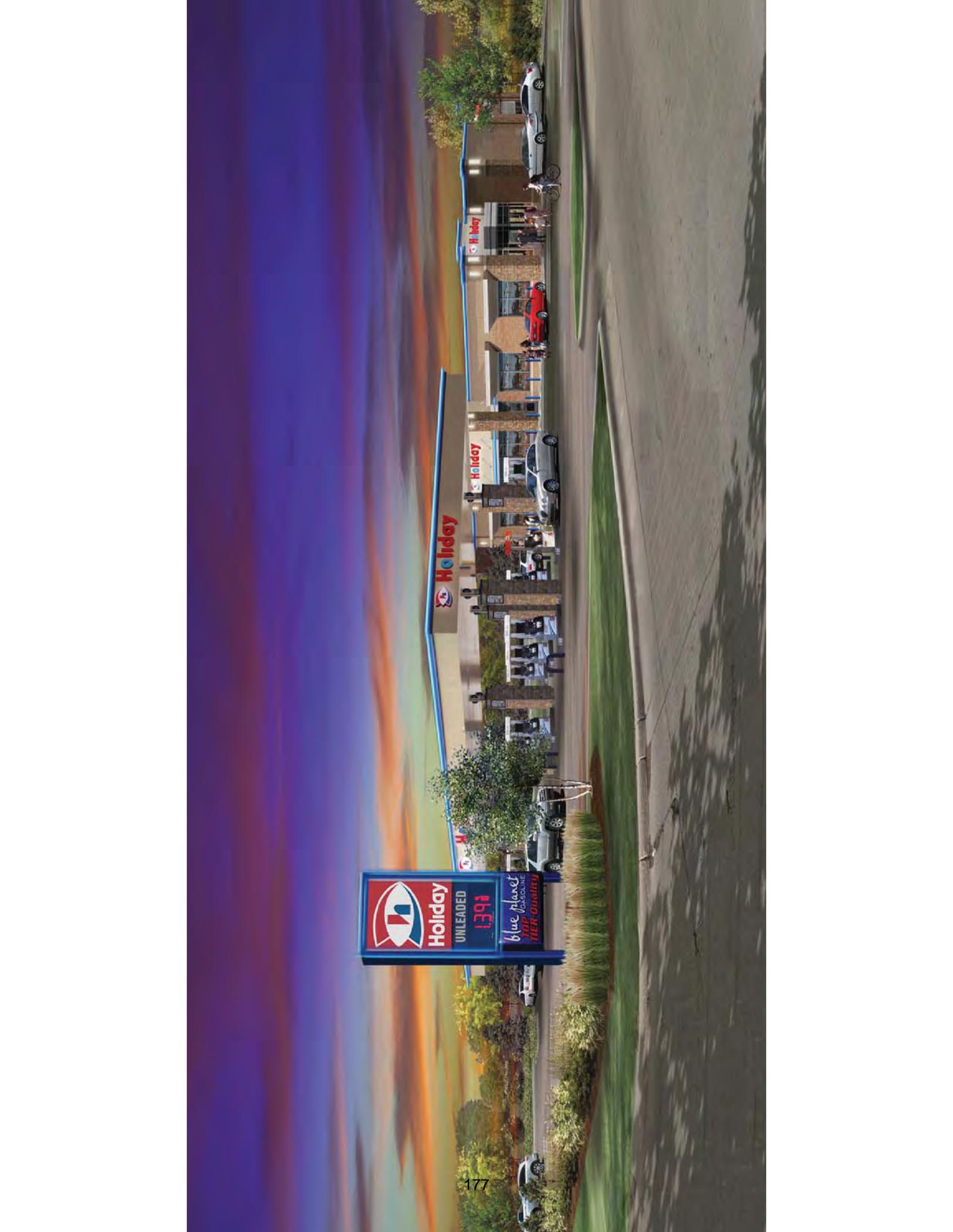


1 CANOPY ELEVATIONS



2 TRASH ENCLOSURE

1/8" = 1'-0"





**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b>	November 7, 2016
<b>Item Name:</b>	Approval of Use Agreement with Waconia Baseball Association and ISD 110
<b>Originating Department:</b>	Administration
<b>Presented by:</b>	Susan Arntz, City Administrator

**Previous Council Action** (if any):

<b>Item Type (X only one):</b>	Consent		Regular Session	<input checked="" type="checkbox"/>	Discussion Session	
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**RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED** (Include motion in proper format.)

Adopt Resolution No. 2016-220 , Approving Use Agreement with Waconia Baseball Association and ISD 110

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

As part of the Grandstand Project, the City has been working with the Baseball Association on a new agreement for the use of the Baseball Park. Attached is a copy of the proposed agreement. Upon execution, this agreement will replace the 1996 Agreement and includes a new partner, ISD 110. The salient points of the agreement include:

- ISD 110 shall have priority over all other uses of the Park during the Spring MSHSL Baseball Season.
- ISD 110 shall have signage installed that says “Home of the Wildcats”
- WBA retains the rights to make determinations regarding field conditions and ability to play and use the field.
- Entrance fees belong to the user of the field at the time (for ISD 110 games, ISD 110 keeps the entrance fees; for WBA games and events, WBA keeps entrance fees).
- WBA retains the ability to sell concessions.
- As partial consideration for use and signage, ISD 110 shall pay the City \$400,000 over a 20 year period of time.
- As partial consideration for use rights, WBA shall pay the City \$474,754 over a 10 year period of time, some of these funds have already been paid to the City.
- WBA agrees to maintain the fields and grandstand and pay all costs as described in Exhibit C of the proposed agreement including:
  - Maintain the Baseball Park in a clean, safe and sanitary condition and pay all janitorial expenses associated therewith;
  - Coordinate refuse removal with the City and reimburse the City for the WBA’s proportionate share of refuse removal costs (based upon refuse generated by the Baseball Park in relation to refuse generated by the City’s adjacent park facilities);
  - Provide electricity, gas, water, sewer, and to the Baseball Park;
  - Provide lighting for night games;
  - Mow and fertilize all turf;
  - Rake and level all gravel;
  - Keep all portions of the Baseball Park in good condition and repair;
  - Replace, as reasonably necessary, any elements of the Baseball Park that break or wear out during the Term of the agreement.
  - At all times maintain the baseball field, turf, and ancillary elements so as to have safe playing conditions.

<b>FINANCIAL IMPLICATIONS:</b>	<b>ADVISORY BOARD RECOMMENDATIONS:</b>
Funding Sources & Uses:	
Budget Information:	Planning Commission <span style="float: right;">N/A</span>
_____ Budgeted	Parks and Recreation Board
_____ Non Budgeted	Safari Island Advisory Board
_____ Amendment Required	Other

**CITY OF WACONIA  
RESOLUTION NO. 2016-220**

**RESOLUTION APPROVING BASEBALL USE AGREEMENT**

**WHEREAS**, in 1996 the City and the Waconia Baseball Association (WBA) entered into a lease agreement for the use of the Lion's Park Field;

**WHEREAS**, the City and the WBA have partnered to construct a new Grandstand; and

**WHEREAS**, the City and the WBA have developed a use agreement between themselves and ISD 110; and

**WHEREAS**, the City has determined it to be in the best interests of the City to enter into said Use Agreement.

**NOW, THEREFORE, BE IT RESOLVED** By the City Council of the City of Waconia approves the Use Agreement with the WBA and ISD 110.

Adopted by the City Council of the City of Waconia this 7<sup>th</sup> day of November, 2016.

\_\_\_\_\_  
James P Sanborn, Mayor

ATTEST: \_\_\_\_\_  
Susan MH Arntz, City Administrator

M/ _____	Ayers	_____
	Bloudek	_____
S/ _____	Carrier	_____
	Erickson	_____
	Sanborn	_____

## BASEBALL PARK USE AGREEMENT

THIS BASEBALL PARK USE AGREEMENT is dated \_\_\_\_\_, 2016 and is between the City of Waconia, a Minnesota municipal corporation (the “**City**”), Independent School District 110, an independent school district existing under the laws of the State of Minnesota (“**ISD 110**”), and the Waconia Baseball Association, Inc., a Minnesota nonprofit corporation (the “**WBA**”).

### RECITALS

- A. The City owns that certain real property legally described on attached Exhibit A and depicted with grey shading as the “Grandstand Parcel” on attached Exhibit B (the “**Baseball Park**”).
- B. The City, as lessor, has ground leased the Baseball Park to First Resource Bank, Lino Lakes, Minnesota (the “**Lender**”), as lessee, pursuant to that certain Ground Lease Agreement dated \_\_\_\_\_, 2016 (the “**Ground Lease**”).
- C. The Lender, as lessor, has leased the Baseball Park to the City, as lessee, pursuant to that certain Lease-Purchase Agreement dated \_\_\_\_\_, 2016 (the “**Master Lease**”).
- D. As allowed by the Master Lease, the City is constructing new Grandstand Improvements (defined in Section 2 below) at the Baseball Park.
- E. The City desires to grant ISD 110 and the WBA certain rights to use the Baseball Park, including the Grandstand Improvements, subject to the rights and obligations set forth in this agreement. Further, ISD 110 and the WBA desire to use the Baseball Park, including the Grandstand Improvements, subject to the rights and obligations set forth in this agreement.

### TERMS

The City, ISD 110 and the WBA agree as follows:

- 1. **Definitions.** In addition to the terms defined above and elsewhere in this agreement, the following definitions shall apply:
  - 1.1. “**Concession Stands**” means the portions of the Baseball Park designated by the WBA, from time to time, as areas where food, clothing or souvenirs may be sold.
  - 1.2. “**ISD 110 High School Baseball**” means games and practices for ISD 110’s Waconia High School varsity, junior varsity and 9<sup>th</sup> grade baseball teams.
  - 1.3. “**MSHSL**” means the Minnesota State High School League, or any successor organization.

1.4. **“Term”** means the period of time commencing December 1, 2016 (the **“Commencement Date”**) and expiring November 30, 2036, unless sooner terminated pursuant to the provisions of this agreement.

2. **Construction of Grandstand Improvements.** The City is constructing new improvements to the Baseball Park (the **“Grandstand Improvements”**) as described in the following plans:

- Architectural Plans: Paul D. Jaunich, Assistance in Design & Development, Plan No. 091513, dated February 2, 2016
- Civil Plans: Bolton & Menk, Project No. C12-108815, dated May 5, 2016
- Structural Plans: Duffy Engineering and Associates, Inc., Project No. 14317, dated February 2, 2016

The City shall initially pay for the construction of the Grandstand Improvements and finance their construction pursuant to the Master Lease. The parties acknowledge the City will use the payments made by ISD 110 and the WBA pursuant to this agreement to make lease payments under the Master Lease. The City will use commercially reasonable efforts to substantially complete the Grandstand Improvements before the 2017 MSHSL spring baseball season; provided, however, the City shall not be liable for any delay caused by any factor beyond the City’s reasonable control.

3. **Use by ISD 110.** During the Term of this agreement, ISD 110 shall have the right to use the Baseball Park for ISD 110 High School Baseball needs subject to the requirements set forth in this agreement, including the following:

3.1. **Priority Use.** ISD 110 shall have priority over all other uses of the Baseball Park during the term of the MSHSL spring baseball season. As soon as reasonably possible each year, the ISD 110 activities director shall provide a calendar of the projected start and end dates of the upcoming baseball season to the City and the WBA. Such projected season shall typically encompass a fifteen (15) week schedule commencing in mid-March and ending in mid-June. As soon as reasonably possible each year, the ISD 110 activities director shall also provide the City and the WBA with ISD 110’s baseball game schedule for the upcoming baseball season and such schedule shall be posted to the WBA calendar of events on the WBA website. In the event of a conflict in schedules between the WBA and ISD 110, the WBA and ISD 110 agree to discuss the conflict and reach a mutually satisfactory resolution at least 24 hours prior to the scheduled event. If the WBA and ISD 110 cannot timely reach a mutually satisfactory resolution, they shall resolve such failure between themselves without the City’s participation. ISD 110 agrees not to claim priority over the field use capriciously or without discussing schedule changes with the WBA without providing 24 hours’ notice of schedule changes.

3.2. **Field Conditions.** The WBA may, at any time, prohibit ISD 110 from using the playing field at the Baseball Park if the WBA determines, in its sole discretion, that the field is not in a playable condition due to rainfall, freezing temperatures or for any

other reason. A representative of the WBA shall promptly communicate any such determination in writing or orally to the ISD 110 athletic director, the ISD 110 Superintendent, the Principal of the high school or any high school baseball coach/assistant coach. Upon receiving such notice from the WBA, ISD 110 shall promptly work with the WBA to reschedule its use of the Baseball Park or, if a game or practice is then occurring, suspend or terminate the game or practice. In each instance where the field is not playable, the WBA and ISD 110 agree to discuss when use of the Baseball Park can resume and reach a mutually satisfactory resolution. If the WBA and ISD 110 cannot timely reach a mutually satisfactory resolution, they shall resolve such failure between themselves without the City's participation.

3.3. **Discontinuance or Suspension of Program.** If ISD 110 discontinues or suspends the ISD 110 High School Baseball Program, ISD 110 shall have no right to substitute a different use. Further, ISD 110's use of the Baseball Park shall not be expanded by implication. As such, ISD 110 shall not use the Baseball Park for middle school baseball, grade school baseball or any community education programs.

3.4. **Entrance Fees.** ISD 110 may collect and keep entrance fees associated with ISD 110 High School Baseball games played at the Baseball Park. The amount of such fees shall be set in conformance with applicable MSHSL rules.

3.5. **Concessions.** The WBA shall have the right, but not the obligation, to use the Concession Stands to sell food, beverages, clothing and souvenirs when ISD 110 is using the Baseball Park and to keep the proceeds from such sales. All such sales shall be in full compliance with all applicable federal, state and city licensing requirements. ISD 110 has no right to use the Concession Stands. Notwithstanding anything to the contrary above, the WBA shall not sell or otherwise distribute alcoholic beverages while ISD 110 is using the Baseball Park.

3.6. **Trophy Cases, Banner Flags and Plaques.** Except as provided in Section 3.7 below, ISD 110 shall not place trophy cases, banner flags, plaques or similar items anywhere in the Baseball Park unless, in each instance, it has the WBA's prior written consent to do so. All such items shall comply with City sign ordinance requirements to the extent such ordinances apply.

3.7. **Signs.** During the Term of this agreement, the WBA shall install and maintain at least one sign at the Baseball Park designating the Baseball Park as the "Home of the Wildcats". The design, size and location of each such sign shall be subject to the prior, written approval of both the City and ISD 110, which approval shall not be unreasonably withheld. Further, any such sign shall conform to City sign ordinance requirements. The WBA shall pay all expenses associated with such sign(s).

3.8. **Payment.** As partial consideration for the use and signage set forth above, ISD 110 shall pay the City the sum of \$400,000.00 ("**ISD 110's Payment**"). ISD 110 shall pay such amount in annual installment payments of \$20,000.00 each over the course of twenty (20) years (the "**ISD 110 Installment Payments**"). ISD 110 shall pay the City the first such installment payment on or before November 1<sup>st</sup>, 2016. The

subsequent ISD 110 Installment Payment shall be due on or before November 1<sup>st</sup> of each calendar year during the Term of this agreement. ISD 110's obligation to pay the ISD 110 Installment Payments is an independent covenant that is not subject to abatement, deduction, counterclaim, reduction, setoff or defense of any kind whatsoever. ISD 110 shall timely deliver all ISD 110 Installment Payments to the City at the City's address, as determined pursuant to Section 25 below.

3.9. **Compliance.** ISD 110 shall use the Baseball Park in a manner that is, at all times, in full compliance with all applicable laws, regulations, and ordinances.

4. **Use by the WBA.** During the Term of this agreement, the WBA shall have the right to use the Baseball Park at all times when it is not being used by ISD 110 pursuant to Section 3 above. The WBA's use is subject to the requirements set forth in this agreement, including the following:

4.1. **Utilities, Services, Maintenance, and Repairs.** Utilities and services shall be provided to the Baseball Park in conformance with attached Exhibit C. Further, the Baseball Park shall be maintained and repaired in conformance with attached Exhibit C.

4.2. **Assignment and Subletting.** The WBA agrees not to sell, assign, mortgage, pledge, or in any manner transfer its right to possession of the Baseball Park, or any interest therein, and not to sublet the Baseball Park or any parts thereof without the previous written consent of the City.

4.3. **Entrance Fees.** The WBA may collect and keep entrance fees for all games and events the WBA holds at the Baseball Park.

4.4. **Concessions.** The WBA may use the Concession Stands to sell food, clothing and souvenirs. The WBA may keep the proceeds from all such sales. All such sales shall be in full compliance with all applicable federal, state and city licensing requirements.

4.5. **Trophy Cases, Banner Flags and Plaques.** The WBA may place trophy cases, banner flags, plaques or similar items anywhere in the Baseball Park. All such items shall comply with City sign ordinance requirements to the extent such ordinances apply.

4.6. **Name of Field.** The Baseball Park is currently known as "Lions Field" and it shall continue to be known by such name during the Term of this agreement. The WBA shall have the right to install and maintain, at its expense, no more than two signs at the Baseball Park with this name. The design, size and location of any such sign shall be subject to the prior, written approval of the City, which approval shall not be unreasonably withheld. Further, any such sign shall conform to City sign ordinance requirements.

4.7. **Debt Reduction Payment.** As partial consideration for the use rights set forth above, the WBA also agrees to pay the City not less than \$474,754.00 (the "**Minimum WBA Debt Reduction Payment**"). As of the date hereof, the Parties agree that the WBA has paid \$187,000.00 of such \$474,754.00 amount which includes a

payment of \$137,000.00 made directly by the WBA and a payment of \$50,000.00 made by the Waconia Lions Club in support of the WBA. The WBA shall pay the balance of the Minimum WBA Debt Reduction Payment using funds it receives from existing pledges made to the WBA for such purpose (the “**Existing Pledges**”). The WBA shall promptly pay to the City any funds it receives from the Existing Pledges after the WBA receives them (the “**WBA Payments**”). Any balance of the Minimum WBA Debt Reduction Payment remaining on October 31, 2026 shall be paid in full on such day. The WBA’s obligation to pay the Minimum WBA Debt Reduction Payment shall survive any termination of this agreement. Further, the WBA’s obligation to pay the City the WBA Payments is an independent covenant that is not subject to abatement, deduction, counterclaim, reduction, setoff or defense of any kind whatsoever. The WBA shall timely deliver all payments to the City at the City’s address, as determined pursuant to Section 25 below.

4.8. **Additional Contributions.** As partial consideration for the use rights set forth above, the WBA agrees to use good faith efforts to solicit contributions for the Grandstand Improvements over and above the Existing Pledges for a period of at least two (2) years from the Commencement Date of this agreement (“**Additional Contributions**”). All Additional Contributions received by the WBA shall be promptly paid to the City to offset costs associated with the Grandstand Improvements and to make payments under the Master Lease.

4.9. **Compliance.** ISD 110 shall use the Baseball Park in a manner that is, at all times, in full compliance with all applicable laws, regulations, and ordinances.

## 5. **Term.**

5.1. **General.** The term of this agreement is the Term, as defined in Section 1.4, unless sooner terminated pursuant to this agreement.

5.2. **Termination for Non-appropriation.** As required by Minnesota Statutes governing municipal financing, the Master Lease gives the City certain rights to terminate the Master Lease and its payment obligations thereunder (“**Non-appropriation**”). If the City exercises its Non-appropriation right, this agreement shall terminate on the date the Master Lease terminates. In the event of such termination, ISD 110’s use rights regarding the Baseball Park and its obligation to make any further ISD 110 Installment Payments shall cease as of the effective date of the termination notwithstanding anything herein to the contrary. Likewise, the WBA’s use rights regarding the Baseball Park and its obligation to solicit Additional Contributions shall cease as of the effective date of the termination notwithstanding anything herein to the contrary.

5.3. **Termination for Cause.** This agreement may be terminated for cause as described in this agreement.

6. **Alterations, Additions and Improvements.** ISD 110 and the WBA shall not make or allow any alterations, additions or improvements to the Baseball Park without the City’s prior written approval, which shall not be unreasonably withheld. If any alteration, addition or improvement is prohibited or restricted by any documentation associated with the Master

Lease, the City's refusal to grant approval shall automatically be deemed reasonable. Any alterations, additions or improvements made with the City's consent shall automatically become the City's property upon substantial completion. In regard to any alterations, additions or improvements made without the City's consent, the City may, at its option and at any time: i) require such alteration, addition or improvement to be immediately removed at the expense of the party that made it; or ii) elect to have the alteration, addition or improvement treated as the City's property.

**7. City's Access.**

**7.1. General.** The City shall have the right to enter and remain on and upon the premises of the Baseball Park at all times for any purpose, provided the City shall not unreasonably interfere with any use rights granted by this agreement. Any use of the Baseball Park for drainage or utility purposes shall automatically be deemed reasonable if such use does not prevent the play of baseball games. Further, any temporary interruption of a use permitted in this agreement shall be deemed reasonable so long as the City makes reasonable efforts to minimize the duration of the interruption to the shortest period of time possible.

**7.2. Restrooms.** People using the adjacent Brook Peterson Park shall have access to all bathroom facilities located at the Baseball Park, as the City determines appropriate, and such access shall not be deemed unreasonable interference with the use rights granted by this agreement.

**8. Rules and Regulations.** The City may, from time to time, adopt and modify rules and regulations governing the use of the Baseball Park and any associated equipment, provided however, that such adoption or modification will not unreasonably interfere with any use rights granted by this agreement. The City shall provide copies of such rules and regulations to ISD 110 and the WBA and, upon receipt thereof, ISD 110 and the WBA shall fully comply with such rules and regulations and cause its officers, employees, members, guests and invitees to fully comply with such rules and regulations.

**9. No Property Interest.** The rights granted to ISD 110 and the WBA in this agreement only grant revocable licenses to use the Baseball Park as expressly described in this agreement. No fee title interest nor other property interest has been conveyed to either ISD 110 or the WBA. The rights granted to ISD 110 and the WBA under this agreement shall not be expanded by implication.

**10. Representations and Warranties of ISD 110.** ISD 110 represents and warrants to the other parties that:

**10.1. Status.** ISD 110 is an independent school district existing under the laws of the State of Minnesota. ISD 110 has all requisite power and authority to conduct its business, to own its properties and to execute and deliver, and to perform all of its obligations under, this agreement.

**10.2. Authorization; No Conflict as to Law or Other Agreements.** The execution, delivery and performance by ISD 110 of this agreement has been duly

authorized by all necessary action and does not and will not: i) require any authorization, consent or approval by, or registration, declaration or filing with, or notice to, any third party; ii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect having applicability to ISD 110; or iii) result in a material breach of or constitute a material default under any agreement, lease or instrument to which ISD 110 is a party or by which it or its properties may be bound or affected.

**10.3. Legal Agreements.** This agreement constitutes the legal, valid and binding obligation of ISD 110, enforceable against ISD 110 in accordance with its terms.

**10.4. Litigation.** There are no actions, suits or proceedings pending or threatened against or affecting ISD 110 or its properties before any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign that would materially affect ISD 110's obligations under this agreement.

**11. Representations and Warranties of the WBA.** The WBA represents and warrants to the other parties that:

**11.1. Status.** The WBA is a nonprofit corporation duly organized and validly existing under the laws of the State of Minnesota and in good standing under the laws of the State of Minnesota. The WBA has all requisite power and authority, corporate or otherwise, to conduct its business, to own its properties and to execute and deliver, and to perform all of its obligations under, this agreement. The WBA's tax identification number is 41-1795458. The WBA will preserve and maintain its corporate existence during the Term of this agreement.

**11.2. Authorization; No Conflict as to Law or Other Agreements.** The execution, delivery and performance by the WBA of this agreement has been duly authorized by all necessary corporate action and does not and will not: i) require any consent or approval of the WBA's members; ii) require any authorization, consent or approval by, or registration, declaration or filing with, or notice to, any third party; iii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect having applicability to the WBA or of the WBA's articles of incorporation or bylaws; or iv) result in a material breach of or constitute a material default under any agreement, lease or instrument to which the WBA is a party or by which it or its properties may be bound or affected.

**11.3. Legal Agreements.** This agreement constitutes the legal, valid and binding obligation of the WBA, enforceable against the WBA in accordance with its terms.

**11.4. Litigation.** There are no actions, suits or proceedings pending or threatened against or affecting the WBA or its properties before any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign.

11.5. **Taxes.** The WBA has filed all federal, state and local tax returns, if any, that are required to be filed by the WBA. The WBA has paid or caused to be paid to the proper authorities when due all federal, state and local taxes, if any, required to be withheld or paid by the WBA.

11.6. **Place of Business; Name.** If the WBA changes its name or transfers its chief executive office or principal place of business, it will promptly give the City written notice of the change.

12. **Additional Representations and Warranties of WBA Regarding Tax Status.** The WBA represents and warrants to the City that:

12.1. The WBA is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “**Code**”), exempt from the payment of federal income taxes under Section 501(a) of the Code, and no revenues derived from its use of any portion of the Baseball Park or related improvements will constitute “unrelated business income” within the meaning of Section 513(a) of the Code.

12.2. The WBA will, during the entire Term of this agreement, maintain its existence i) as a nonprofit corporation under the laws of Minnesota; and ii) as an organization described in Section 501(c)(3) of the Code, exempt from the payment of federal income taxes under Section 501(a) of the Code (an “**Exempt Organization**”).

12.3. The WBA will make no use of the Baseball Park or related improvements, the effect of which would cause the Master Lease to lose its tax-exempt status under the Code.

12.4. The WBA will make no use of the Baseball Park or related improvements, or any portion thereof, as a skybox or other private luxury box, a facility primarily used for gambling, or a store the principal business of which is the sale of alcoholic beverages for consumption off premises.

13. **Representations and Warranties of the City.** The City represents and warrants to the other parties that:

13.1. **Status.** The City is a municipal corporation existing under the laws of the State of Minnesota. The City has all requisite power and authority to conduct its business, to own its properties and to execute and deliver, and to perform all of its obligations under, this agreement.

13.2. **Authorization; No Conflict as to Law or Other Agreements.** The execution, delivery and performance by the City of this agreement has been duly authorized by all necessary action and does not and will not: i) require any authorization, consent or approval by, or registration, declaration or filing with, or notice to, any third party; ii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect having applicability to the City; or iii) result in a material breach of or constitute a material default under any agreement, lease or instrument to which the City is a party or by which it or its properties may be bound or affected.

13.3. **Legal Agreements.** This agreement constitutes the legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms.

13.4. **Litigation.** There are no actions, suits or proceedings pending or threatened against or affecting the City or its properties before any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign that would materially affect the City's obligations under this agreement.

14. **Loss by Casualty.** If the Baseball Park is damaged by casualty and the cost of restoration exceeds twenty-five percent (25%) of the then present market value of the Baseball Park, or if the City believes in good faith that the City will be unable to restore the Baseball Park within one hundred eighty (180) days following a casualty, or if the Lender or any other mortgagee of the Baseball Park does not make the insurance proceeds payable by reason of such casualty available for payment of the costs of restoration, the City may terminate this agreement by giving the other parties written notice of such termination within sixty (60) days of the date of the casualty. Any such termination shall be effective as of the date of the casualty. If this agreement is not so terminated, the City shall promptly restore the Baseball Park to as near the condition which existed immediately prior to such casualty as may be reasonably possible; provided, however, the City shall not be required to restore any improvements not made by the City. The City shall not be responsible to ISD 110 or the WBA for any damages they may suffer by reason of the Baseball Park being unavailable for their use during any period of restoration. If the City elects to terminate the agreement due to a casualty, the WBA's obligation to pay any then remaining balance of the Minimum WBA Debt Reduction Payment shall terminate. Further, ISD 110's obligation to make any further ISD 110 Installment Payment shall terminate.

15. **Condemnation.** In the event of a condemnation or a deed in lieu of condemnation of a portion of the Baseball Park that has the effect of denying ISD 110 or the WBA of all use of the Baseball Park, the City, ISD 110 and the WBA shall each have the right to terminate this agreement upon thirty (30) days' written notice to the other parties given within thirty (30) days after the date possession is taken. In such event, subject to the rights of Lender and any other mortgagee with an interest in the Baseball Park superior to that of the City, the City shall be entitled to the entire condemnation award. In the event no party elects to terminate this agreement, the City shall restore the Baseball Park to as near the condition which existed immediately prior to the date of taking as may be reasonably possible; provided, however, the City shall not be required to spend amounts in excess of the amounts the City received for the taking. The City shall not be responsible to ISD 110 or the WBA for any damages they may suffer by reason of the Baseball Park being unavailable for their use during any period of restoration. If a portion of the Baseball Park is taken that does not deny ISD 110 or the WBA of all use of the Baseball Park, ISD 110 and the WBA shall not be entitled to any compensation, nor shall such taking be deemed actual or constructive eviction.

16. **Default by ISD 110.**

16.1. **Events of Default by ISD 110.**

16.1.1. If: i) ISD 110's interest in the Baseball Park is sold under execution or similar legal process; or ii) ISD 110 is adjudicated as bankrupt or insolvent and such adjudication is not vacated within thirty (30) days; or iii) a receiver or trustee is appointed for ISD 110's business or property and such appointment is not vacated within thirty (30) days; or iv) a reorganization of ISD 110 or any arrangement with its creditors is approved by a court under the Federal Bankruptcy Act; or v) ISD 110 makes an assignment for the benefit of creditors; or vi) ISD 110's interest under this agreement passes to another by operation of law; or vii) ISD 110 admits in writing its inability to make any past or future payment called for under this agreement, then ISD 110 shall be deemed in default under this agreement.

16.1.2. If: i) ISD 110 fails to pay any of the ISD 110 Installment Payments or any other amount due pursuant to this agreement within five (5) days after the date the same is due; or ii) ISD 110 fails to keep or perform any of the other terms, conditions or covenants of this agreement, and such failure continues for more than thirty (30) days after the City serves ISD 110 with notice of such failure, or within such reasonable time thereafter as may be necessary to cure such default, where such default is of such character as to reasonably require more than thirty (30) days to cure, then ISD 110 shall be deemed in default under this agreement.

## **16.2. City Rights upon Default by ISD 110.**

16.2.1. In the event ISD 110 is deemed in default under this agreement, then the City, in addition to any other rights or remedies it may have at law or in equity, may either: i) terminate this agreement as to ISD 110 upon written notice to ISD 110 given not less than five (5) days' prior to the effective date of such termination as stated in such notice, in which event ISD 110's rights and obligations under this agreement shall end on the date set forth in such notice (except for any rights and obligations contained in provisions of this agreement that expressly survive termination); or ii) without terminating this agreement or any of ISD 110's obligations hereunder, suspend ISD 110's rights to use the Baseball Park in every respect and dispossess ISD 110 and its assignees from the Baseball Park, remove all property of ISD 110 and its assignees from the Baseball Park and store the same in a public warehouse or elsewhere at ISD 110's expense, all without becoming liable for any loss or damage occasioned thereby.

16.2.2. Any suspension of ISD 110's rights to use the Baseball Park shall not be construed as an election on the City's part to terminate this agreement; the right of termination, however, being continuously reserved by the City. The City shall not be deemed to have elected to terminate this agreement unless the City provides ISD 110 with written notice of that election.

16.2.3. Should the City at any time terminate this agreement as to ISD 110 based on ISD 110's default of this agreement, then ISD 110 shall pay to the City, within thirty (30) days after the date of termination, i) the present value of

any remaining ISD 110 Installment Payments calculated using a discount rate of four percent (4%); and ii) any other amounts due the City pursuant to this agreement. The obligations of this Section 16.2.3 shall survive termination of this agreement.

16.3. **The WBA's Rights Upon Default by ISD 110.** In the event of ISD 110's default, the WBA may seek any remedy, at law or in equity, other than termination of this agreement.

**17. Default by the WBA.**

**17.1. Events of Default by the WBA.**

17.1.1. If: i) the WBA's interest in the Baseball Park is sold under execution or similar legal process; or ii) the WBA is adjudicated as bankrupt or insolvent and such adjudication is not vacated within thirty (30) days; or iii) a receiver or trustee is appointed for the WBA's business or property and such appointment is not vacated within thirty (30) days; or iv) a reorganization of the WBA or any arrangement with its creditors is approved by a court under the Federal Bankruptcy Act; or v) the WBA makes an assignment for the benefit of creditors; or vi) the WBA's interest under this agreement passes to another by operation of law; or vii) the WBA admits in writing its inability to make any past or future payment called for under this agreement, then the WBA shall be deemed in default under this agreement.

17.1.2. If: i) the WBA fails to pay any amount due pursuant to this agreement within five (5) days after the date the same is due; or ii) the WBA fails to keep or perform any of the other terms, conditions or covenants of this agreement, and such failure continues for more than thirty (30) days after the City serves the WBA with notice of such failure, or within such reasonable time thereafter as may be necessary to cure such default, where such default is of such character as to reasonably require more than thirty (30) days to cure, then the WBA shall be deemed in default under this agreement.

**17.2. City Rights upon Default by the WBA.**

17.2.1. In the event the WBA is deemed in default under this agreement, then the City, in addition to any other rights or remedies it may have at law or in equity, may either: i) terminate this agreement as to the WBA upon written notice to the WBA given not less than five (5) days' prior to the effective date of such termination as stated in such notice, in which event the WBA's rights and obligations under this agreement shall end on the date set forth in such notice (except for any provisions of this agreement that expressly survive termination); or ii) without terminating this agreement or any of the WBA's obligations hereunder, suspend the WBA's rights to use the Baseball Park in every respect and dispossess the WBA and its assignees from the Baseball Park, remove all property of the WBA and its assignees from the Baseball Park and store the same in a public warehouse or elsewhere at the WBA's expense, all without becoming

liable for any loss or damage occasioned thereby. The WBA agrees that any such suspension of the WBA's rights to use the Baseball Park shall not be construed as an election on the City's part to terminate this agreement; the right of termination, however, being continuously reserved by the City. The City shall not be deemed to have elected to terminate this agreement unless the City provides the WBA with written notice of that election. If the City suspends the WBA's rights to use the Baseball Park, the WBA shall remain fully liable under this agreement to pay the remaining balance of any amounts due pursuant to this agreement on or before the date due notwithstanding such suspension.

17.2.2. If the City elects to suspend the WBA's use of the Baseball Park without terminating this agreement, the City may, but shall have no obligation to, use the Baseball Park for any purpose the City desires, subject to any ISD 110 use rights then in effect. If the City, at its sole option and from time to time, elects to use the Baseball Park or any portion thereof, the City may, at the City's expense, make such alterations and repairs to the Baseball Park as may be appropriate or desirable in order to license use of the Baseball Park to other users. All sums received by the City from any sale of license rights to use the Baseball Park shall be applied: first, to the costs and expenses of such sale, including brokerage and attorneys' fees, and to the costs of such alterations and repairs, advertising and other costs so incurred by the City; second, to any costs associated with utilities, repair or maintenance for which the WBA is responsible, and third to the payment of any indebtedness due or past due from the WBA. The residue, if any, shall be applied in payment of future payments under this agreement for which the WBA is responsible as they become due hereunder. If the City does not sell license rights to use the Baseball Stadium or elects to sell only a portion of the license rights available, or the sums received by the City during any month are less than the amounts that the WBA is obligated to pay to the City or others under this agreement during that month, including all of the expenses referred to above in this paragraph, the WBA shall pay the deficiency. If such sums are greater, the WBA shall have no right to the excess.

17.2.3. Should the City at any time terminate this agreement as to the WBA based on the WBA's default of this agreement, then the WBA shall pay to the City, within thirty (30) days after the date of termination, i) the remaining balance of the Minimum WBA Debt Reduction Payment, if any; and ii) any other amounts due the City pursuant to this agreement. The obligations of this Section 17.2.3 shall survive termination of this agreement.

17.2.4. If the WBA is in default (or if any event that could lead to a default exists and the City has good cause for taking action prior to expiration of the WBA's cure period), then the City may, but shall not be required to, make such payment or do such act, or correct any damage caused by such prohibited act, and the amount of the expense thereof, if made or done so by the City, with interest thereon at the Interest Rate (as defined in Section 26.9 below) from the date paid by the City, shall be paid by the WBA to the City within thirty (30) days

after the City invoices the WBA for such amount; but the making of such payment or the doing of such act by the City shall not operate to cure such breach or default or to estop the City from the pursuit of any remedy of which the City would otherwise be entitled.

17.3. **ISD 110's Rights Upon Default by the WBA.** In the event of the WBA's default, ISD 110 may seek any remedy, at law or in equity, other than termination of this agreement.

18. **Default of City.**

18.1. **Event of Default.** The City shall not be deemed to be in default under this agreement until ISD 110 or the WBA has given the City written notice specifying the nature of the default and the City does not cure such default within thirty (30) days after receipt of such notice or within such reasonable time thereafter as may be necessary to cure such default, where such default is of such a character as to reasonably require more than thirty (30) days to cure.

18.2. **ISD 110 and the WBA's Rights Upon Default.** In the event the City is in default under this agreement, then either ISD 110 or the WBA may, at its option: i) elect to cure the default by the City at its own expense and seek reimbursement from the City; or ii) seek any remedy, at law or in equity, including specific performance.

19. **Limitation of Liability.** Notwithstanding any provision herein to the contrary, ISD 110 and the WBA agree that if the City is in default under this agreement, they shall look solely to the interests of the City in the Baseball Park for recovery. Further, the elected officials, officers, employees and property managers of the City shall not have personal liability for any such default and ISD 110, the WBA and all persons claiming by, through or under them, hereby expressly waive and release such personal liability. Notwithstanding any provision herein to the contrary, the City agrees that if either ISD 110 or the WBA is in default under this agreement, the City shall look solely to the assets of the defaulting party for recovery. The members, directors, officers and employees of ISD 110 and the WBA shall not have personal liability for any such default and the City and all persons claiming by, through or under the City hereby expressly waive and release such personal liability.

20. **Subordination.** ISD 110 and the WBA agree this agreement shall be subordinate to the Ground Lease, the Master Lease and to any present or future first or junior mortgages against the Baseball Park or any part thereof, and to any and all advances to be made thereunder and to the interest thereon and all renewals, replacements, extensions and modifications thereof. In the event any lessor or mortgagee elects to have its lease or mortgage deemed subordinate to this agreement, then upon such lessor or mortgagee notifying ISD 110 or the WBA to that effect, this agreement shall be deemed prior to the lien of such lease or mortgage whether this agreement is dated prior to or subsequent to the date of such mortgage.

21. **Estoppel Certificates.** Within ten (10) days after written notice from the City, ISD 110 and the WBA shall provide an estoppel certificate to the City and such other parties as may be designated by the City certifying: i) that this agreement is in full force and effect and

that it has not been assigned, modified, supplemented or amended in any way (or identifying any assignment, modification, supplement or amendment); ii) the date of commencement and expiration of the Term; iii) that there are no defenses or offsets thereto (or stating those claimed by ISD 110 or the WBA); iv) the amounts of any amounts due under this agreement that have been paid in advance; and v) such other information as is reasonably requested by the City.

**22. Insurance, Indemnification; Waiver of Subrogation and Assumption of Risks.**

**22.1. City's Insurance.** Throughout the Term of this agreement, the City shall maintain, at its expense:

22.1.1. Special forms peril property insurance covering the Baseball Park's buildings and improvements, exclusive of trade fixtures and personal property of ISD 110 and the WBA, in such amounts as the City deems prudent; and

22.1.2. Commercial general liability insurance, naming ISD 110 and the WBA as additional insureds, with liability limits then in accordance with those set forth in Minnesota Statutes §466.04, as amended.

**22.2. ISD 110's Insurance.** Throughout the Term of this agreement, ISD 110 shall maintain, at its expense:

22.2.1. Commercial general liability insurance, naming the City, the WBA, the Lender and any other mortgagees of the Baseball Park as additional insureds. Such insurance shall be primary coverage, with a combined policy limit of at least \$2,000,000 applying to bodily and personal injury, which limit may be satisfied by a basic commercial liability policy or such a policy in combination with umbrella or excess policies;

22.2.2. Property insurance covering the full replacement value of ISD 110's trade fixtures and personal property at the Baseball Park, if any; and

22.2.3. Worker's compensation insurance as required by Minnesota law.

**22.3. WBA's Insurance.** Throughout the Term of this agreement, the WBA shall maintain, at its expense:

22.3.1. Commercial general liability insurance, naming the City, ISD 110, Lender and any other mortgagees of the Baseball Park as additional insureds. Such insurance shall be primary coverage, with policy limits of at least \$1,000,000 per occurrence, \$2,000,000 aggregate, applying to bodily and personal injury, which limits may be satisfied by a basic commercial liability policy or such a policy in combination with umbrella or excess policies;

22.3.2. Property insurance covering the full replacement value of the WBA's trade fixtures and personal property at the Baseball Park, if any; and

22.3.3. Worker's compensation insurance if required by Minnesota law.

22.4. **Certificates.** Within twenty (20) days of the date this agreement is fully executed by the parties to this agreement and annually thereafter, the parties shall deliver to each other and, if requested by the City, to the Lender and any other mortgagees of the Baseball Park, certificates of insurance or copies of policies of insurance showing the above-described coverage to be in effect with premiums fully paid. The certificates or policies of insurance for ISD 110 and the WBA shall provide that the City, the Lender and any other mortgagees shall be notified in writing thirty (30) days prior to any cancellation of, material change in, or failure to renew such insurance. ISD 110 and the WBA shall cause their policies to be endorsed to require such notification, thereby binding their insurers to provide the same.

22.5. **ISD 110 and WBA's Failure to Obtain Insurance; Escalation.** If ISD 110 or the WBA fails to obtain the insurance called for in Section 22, the City may obtain such insurance at the expense of the party required to maintain it. The amounts of coverage for any insurance required to be maintained by ISD 110 or the WBA under this agreement may be adjusted by the City at the conclusion of each three (3) year period during the Term to an amount that is commercially reasonable and is customarily maintained by users/tenants in comparable properties in the Minneapolis-St. Paul metropolitan area. The City shall provide ISD 110 and the WBA with written notice of any such adjustment.

22.6. **No Actions Allowed that Will Increase Premiums.** ISD 110 and the WBA agree not to maintain or store, without City approval, any material in or about the Baseball Park that would in any way impair or invalidate any of the insurance required to be maintained by any party to this agreement. If either ISD 110 or the WBA uses the Baseball Park so as to cause an increase in the cost of insurance on the Baseball Park, such party shall be responsible for paying any such increase.

22.7. **Waiver of Subrogation.** The City and the WBA hereby release one another from any and all liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage covered by property insurance carried by ISD 110, the WBA or the City, or insurable under the Minnesota standard form of "special forms peril" or extended coverage building and personal property insurance policy form, even if such loss or damage shall have been caused by the fault or negligence of the other party or anyone for whom such party may be responsible. Under no circumstances shall the City be liable to ISD 110 or the WBA for any damage occasioned by bursting, stopping, leaking or running of any systems, facilities or pipes in or about the Baseball Park, and ISD 110 and the WBA agree that all personal property and trade fixtures kept at the Baseball Park shall be kept at the sole risk of the party that owns or leases it. ISD 110 and the WBA shall obtain appropriate insurance coverage for any such loss.

22.8. **Indemnification.**

22.8.1. Subject to municipal tort liability limits (Minnesota Statutes §466.04, as amended) and subject to any immunity applicable to the City, the City agrees to indemnify, hold harmless and defend ISD 110 and the WBA

(together with their elected officials, directors, officers and employees) against any claims, actions, liabilities and damages of every kind and nature, and against all costs and expenses, including attorneys' fees (collectively the "**City Liabilities**"), arising out of any occurrence i) occasioned wholly or in part by the use of the Baseball Park by the City; ii) related to the City's default of this agreement; or iii) from any negligent act, negligent failure to act or willful misconduct of the City, its elected officials, officers or employees; except, in any such case, to the extent resulting from the negligence or willful misconduct of ISD 110, the WBA or their elected officials, directors, officers, or employees. The obligations of the City set forth in this Section 22.8.1 shall survive the expiration or earlier termination of this agreement.

22.8.2. Subject to municipal tort liability limits (Minnesota Statutes §466.04, as amended) and subject to any immunity applicable to ISD 110, ISD 110 agrees to indemnify, hold harmless and defend the City and the WBA (together with their elected officials, directors, officers and employees) against any claims, actions, liabilities and damages of every kind and nature, and against all costs and expenses, including attorneys' fees (collectively the "**ISD 110 Liabilities**"), arising out of any occurrence i) occasioned wholly or in part by the use of the Baseball Park by ISD 110; ii) related to ISD 110's default of this agreement; or iii) from any negligent act, negligent failure to act or willful misconduct of ISD 110, its elected officials, officers or employees; except, in any such case, to the extent resulting from the negligence or willful misconduct of the City, the WBA or their elected officials, directors, officers or employees. The obligations of ISD 110 set forth in this Section 22.8.1 shall survive the expiration or earlier termination of this agreement.

22.8.3. The WBA agrees to indemnify, hold harmless and defend the City and ISD 110 (together with their elected officials, officers and employees) against any claims, actions, liabilities and damages of every kind and nature, and against all costs and expenses, including attorneys' fees (cumulatively the "**WBA Liabilities**"), arising out of any occurrence i) occasioned wholly or in part by the use of the Baseball Park by the WBA; ii) related to the WBA's default of this agreement; or iii) from any negligent act, negligent failure to act or willful misconduct of the WBA, its members, directors, officers, or employees; except, in any such case, to the extent resulting from the negligence or willful misconduct of the City, ISD 110, or their elected officials, officers or employees. The obligations of the WBA set forth in this Section 22.8.3 shall survive the expiration or earlier termination of this agreement.

23. **No Representations except as Expressly Provided in this Agreement.** Neither the City, nor any agent nor any employee of the City has made any representations or promises with respect to the Baseball Park except as expressly set forth in this agreement. No right, privileges, easements or licenses are acquired by ISD 110 or the WBA except as herein expressly set forth in this agreement. No materials provided by the City shall constitute a warranty or agreement as to the configuration of the Baseball Park. Except as expressly provided to the

contrary in this agreement, ISD 110 and the WBA agree they are using the Baseball Park on an “AS IS”, “WHERE IS” and “WITH ALL FAULTS” basis, based upon their own judgment, and they hereby disclaim any reliance upon any statement or representation whatsoever made by the City. The City makes no warranty with respect to the Baseball Park or the equipment used in connection therewith, express or implied. The City specifically disclaims any warranty of merchantability and of fitness for a particular purpose and any liability for consequential, special or punitive damages arising out of the use of or the inability to use the Baseball Park or any part thereof.

24. **Surrender.** Upon the expiration or earlier termination of the Term of this agreement, ISD 110 and the WBA shall: i) peaceably surrender the Baseball Park in good order, condition and repair, reasonable wear and tear excepted; ii) immediately remove all of their trade fixtures and personal property, if any, from the Baseball Park at their own expense; and iii) surrender all keys and access codes to the City. Any ISD 110 or WBA trade fixtures and personal property not removed shall immediately be deemed abandoned, and ISD 110 and the WBA shall be liable to the City for all costs of removal of their respective property, which liability shall survive the expiration or earlier termination of this agreement. If this agreement is terminated in regard to ISD 110 but not the WBA, or vice versa, or if either such party’s rights to use the Baseball Park are suspended, the provisions of this Section 24 shall apply to the party whose use rights are terminated or suspended.

25. **Notices.** All communications, demands, or notices permitted or required by this agreement shall be in writing and shall be addressed to the other parties as follows:

As to City of Waconia:

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

As to Waconia Baseball Association:

Waconia Baseball Association  
Attention: President  
1761 Seashell Lane  
Waconia, MN 55387

As to Independent School District 110:

Superintendent  
Independent School District #110  
512 Industrial Boulevard  
Waconia, MN 55387

Each such communication, demand or notice shall be delivered: i) in person; ii) via delivery service (e.g. FedEx or UPS) with proof of delivery; or iii) via certified United States mail, return receipt requested. Further, a communication, demand or notice shall be deemed given on the day it is actually received or rejected by a party. Any party may change its address by giving

notice to the other parties stating its new address. Commencing on the tenth (10th) day after any such notice of address change is given, the address stated in the notice shall be such party's address for the purposes of this Section 25.

26. **Miscellaneous.**

26.1. **Entire Agreement.** All preliminary negotiations are merged into and incorporated in this agreement. This agreement can only be modified or amended by another written agreement signed by all of the parties to this agreement.

26.2. **Construction of Agreement.** The parties to this agreement have participated jointly in the negotiation and drafting of this agreement and no presumption or burden of proof shall arise favoring or disfavoring any party. The word "including" shall mean including without limitation. Where the context so requires, words used in the singular shall include the plural and vice versa, and words of one gender shall include all other genders. The parties intend each representation, warranty, and covenant contained in this agreement to have independent significance. The captions used in this agreement are for convenience only and do not constitute terms of the agreement. Each provision of this agreement is intended to be severable. If any provision is found to be illegal, invalid or unenforceable by a court of competent jurisdiction, such finding shall not affect the validity of the remainder of this agreement.

26.3. **Law.** This agreement is governed by and shall be construed according to Minnesota law, exclusive of choice of law rules.

26.4. **No Agency, Partnership or Joint Venture.** This agreement does not create any partnership, joint venture, association, or principal and agent relationship between the parties to this agreement.

26.5. **Successors and Assigns.** Subject to Section 4.2, this agreement shall bind and inure to the benefit of the respective successors and assigns of the parties to this agreement.

26.6. **No Third-Party Beneficiaries.** There are no intended third-party beneficiaries to this agreement.

26.7. **No Waiver.** No waiver shall be implied from any failure to take action regarding a default. Any waiver shall be in writing and shall only apply to the default specifically described in such writing. No waiver by any party of performance by any other party shall be considered a continuing waiver nor shall it preclude a party from exercising its rights in the event of a subsequent default. No acceptance by the City of a partial payment tendered by either party shall be deemed to be a waiver of the balance of the amount due even if the tender states that acceptance will constitute payment in full. No deposit by ISD 110 or the WBA of any partial payments due hereunder into a lockbox or other bank account for the account of the City shall be deemed to be acceptance of payment by the City nor shall it be deemed to be a waiver by the City of any claims the City may have against ISD 110 or the WBA under this agreement.

26.8. **Time.** All references in this agreement to “days” shall mean calendar days unless expressly referred to as “business days.” If the day for performance of any obligation under this agreement is a Saturday, Sunday or legal holiday, then the time for performance of that obligation shall be extended to the first following day that is not a Saturday, Sunday or legal holiday. Time is of the essence.

26.9. **Late Fees and Interest.** If any amount under this agreement is not paid within five (5) days after the same becomes due and payable: i) a one-time late charge in the amount of One Hundred Dollars (\$100) or five percent (5%) of all amounts then in arrears, whichever is greater, shall become immediately due and payable as compensation to the party to which the amount is owed to compensate such party for administrative costs; and ii) the amount overdue shall bear interest at the Interest Rate (as defined below) from the date such installment or amount became due and payable to the date of payment thereof. The “**Interest Rate**” means the lesser of: i) the maximum rate permitted by law; and ii) four (4) points over the “prime rate” of interest as reported in the Wall Street Journal on the first business day of the month in which the amount first became due (as applied separately to each overdue amount).

26.10. **Exhibits and Recitals.** The exhibits attached to this agreement and the provisions contained in such exhibits are incorporated by reference as terms of the agreement. Further, the provisions contained in the introductory paragraph and any recitals of this agreement are also incorporated as terms of the agreement.

26.11. **Recording.** This agreement shall not be recorded by any party unless the City has consented, in writing, to the recording of this agreement.

26.12. **Counterparts and Facsimile Signatures.** This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and together which shall constitute one and the same document. Signatures transmitted by fax, email or other electronic means shall be deemed binding, delivered and enforceable.

26.13. **Agreement Only Effective upon Full Execution.** Submission of this document for examination does not constitute an offer or option regarding the Baseball Park or any portion thereof. This agreement shall become effective only upon full execution and delivery by the City, ISD 110 and the WBA.

IN WITNESS THEREOF, the parties have entered into this agreement effective as of the date and year first above written.

*[Signature pages follow.]*

SIGNATURE PAGE TO BASEBALL PARK USE AGREEMENT

CITY OF WACONIA, MINNESOTA

By: \_\_\_\_\_  
James P. Sanborn

Its: Mayor

By: \_\_\_\_\_  
Susan MH Arntz

Its: City Administrator

SIGNATURE PAGE TO BASEBALL PARK USE AGREEMENT

INDEPENDENT SCHOOL DISTRICT #110

By: \_\_\_\_\_

Its: Superintendent

By: \_\_\_\_\_

Its: Clerk

SIGNATURE PAGE TO BASEBALL PARK USE AGREEMENT

WACONIA BASEBALL ASSOCIATION, INC.

By: \_\_\_\_\_  
Duane Sawyer

Its: President

## Exhibit A

### Legal Description of Baseball Park

That part of the South 488.00 feet of the Northeast Quarter of the Southeast Quarter of Section 22, Township 116 North, Range 25 West, Carver County, Minnesota lying westerly of the following described Line A:

**LINE A:**

Commencing at the northeast corner of said Southeast Quarter, thence on an assumed bearing of South 01 degrees 20 minutes 01 seconds West along the east line of said Northeast Quarter of Southeast Quarter a distance of 834.96 feet; thence South 89 degrees 23 minutes 15 seconds West along the north line of said South 488.00 feet, parallel with the south line of said Northeast Quarter a distance of 670.39 feet to the POINT OF BEGINNING of said Line A; thence South 01 degrees 20 minutes 01 seconds West along the west line of the East 670.00 feet of said Northeast Quarter, parallel with the East line thereof a distance of 314.18 feet; thence South 89 degrees 23 minutes 15 seconds West along the north line of the South 174.00 feet of said Northeast Quarter, parallel with the south line thereof a distance of 69.04 feet; thence South 01 degrees 20 minutes 01 seconds West along the west line of the East 739.00 feet of said Northeast Quarter, parallel with the East line thereof a distance of 174.10 feet to the south line of the said Northeast Quarter of the Southeast Quarter and said Line A there terminating.

Being subject to the rights of the public over the southerly and westerly portions thereof as occupied by Community Drive and Wildcat Way, respectively, and subject to easements and restrictions of record, if any.



## **Exhibit C**

### **Utilities**

During the Term of the agreement, the WBA shall pay all costs associated with the operation, maintenance and repair of the Baseball Park. Except for the cost of the Grandstand Improvements (which shall be paid for by the City and financed as described in Section 2 above) and the costs for which ISD 110 is responsible pursuant to Section 3 of the agreement, the intent of the parties is that the WBA shall be responsible for all of the costs associated with the Baseball Park during the Term of this agreement and that the City and ISD 110 shall be responsible for none of the costs. As such, during the Term of this agreement the WBA shall, at its expense:

- Maintain the Baseball Park in a clean, safe and sanitary condition and pay all janitorial expenses associated therewith;
- Coordinate refuse removal with the City and reimburse the City for the WBA's proportionate share of refuse removal costs (based upon refuse generated by the Baseball Park in relation to refuse generated by the City's adjacent park facilities);
- Provide electricity, gas, water, sewer, and to the Baseball Park;
- Provide lighting for night games;
- Mow and fertilize all turf;
- Rake and level all gravel;
- Keep all portions of the Baseball Park in good condition and repair;
- Replace, as reasonably necessary, any elements of the Baseball Park that break or wear out during the Term of the agreement.
- At all times maintain the baseball field, turf, and ancillary elements so as to have safe playing conditions.