

WACONIA CITY COUNCIL  
MEETING AGENDA



MONDAY, FEBRUARY 29, 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**

Employee Recognition – Randal Sorensen

**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) Approve February 16, 2016 City Council Meeting Minutes..... 1-2
- 2) Authorize Payment of February 29, 2016 Expenditures..... 3-6
- 3) Adopt Motion Authorizing Use of City Square Park & Spruce Street ..... 7
- 4) Adopt Resolution No. 2016-53, Approving Temporary On-Sale 3.2% Malt Liquor License for Waconia Hockey Association ..... 8-9
- 5) Adopt Resolution No. 2016-54, Authorizing Purchase of Chassis, Service Body & Appurtenant Equipment ..... 10-22
- 6) Adopt Resolution No. 2016-55, Authorize Purchase of Used Caterpillar Forklift ..... 23-29
- 7) Adopt Resolution 2016-56, Approving Repayment of Interfund Loan from TIF District No. 2 – Auburn Meadows to General Fund ..... 30-31

8) Adopt Resolution 2016-57, Approving 2016 1 <sup>st</sup> Quarter Budget Amendments .....	32-34
9) Adopt Resolution No. 2016-58, Accepting Declaration of the 1978 Ford F-250 Surplus Equipment and Authorize advertisement for sale .....	35-36
10) Adopt Resolution No. 2016-59, Revising the Definition of Premises for the Saloon's Liquor License, subject to conditions stated .....	37-38
11) Adopt Motion Allowing for the Closure of Alley.....	39

**6. COUNCIL BUSINESS**

10) Adopt Resolution No. 2016-60, Approving Contract Amendments to Agreements with Rink Management Service Corporation .....	40-80
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**7. ITEMS REMOVED FROM CONSENT AGENDA**

**8. STAFF REPORTS**

- 1) 2015 Land Use Summary
- 2) Update on High School Annexation

**9. BOARD REPORTS**

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

**10. ANNOUNCEMENTS**

Fire Relief Association Pancake Breakfast – April 10, 2016

**11. ADJOURN REGULAR MEETING**

.....OFFICE OF THE CITY ADMINISTRATOR

**Susan Arntz**

**WORKSESSION:** Review Draft Liquor License Amendments

**CALENDAR OF EVENTS/MEETINGS:**

March 21	Monday	6:00 p.m.	City Council Meeting
March 21	Monday	After CC	Work Session
April 4	Monday	6:00 p.m.	City Council Meeting
April 4	Monday	After CC	Work Session: TBD
April 10	Sunday	8:30am to 12:30 pm	Fire Relief Association Pancake Breakfast
April 18	Monday	6:00 p.m.	City Council Meeting
April 18	Monday	After CC	Work Session

**CITY OF WACONIA**  
**February 16, 2016**

Pursuant to due call and notice thereof, the regular meeting of the City Council of the City of Waconia was called to order by Mayor Jim Sanborn at 6:00 p.m. The following members were present: Jim Sanborn, Kent Bloudek, Charles Erickson, and Lynn Ayers, Marc Carrier

Staff Present: Susan Arntz, Lane Braaten, Craig Eldred, Mike Melchert, Craig Sinclair, Nicole Lueck, Angel Smith

Visitors: Madison Schochenmaker

Pledge of Allegiance was led by Mayor Sanborn.

**ADOPT AGENDA:** Resolution 2016-51 & 2016-52 was added to the Consent Agenda. Motion by Erickson, seconded by Ayers to adopt the agenda as amended. All present voted aye. **MOTION CARRIED.**

**VISTOR'S PRESENTATION:** Mayor Sanborn read a proclamation in appreciation of 75 years as a family owned business in Waconia proclaiming February 16, 2016 as Yetzer's Day.

**ADOPT CONSENT AGENDA**

- 1) Approve February 1, 2016 City Council Meeting Minutes.
- 2) Authorize Payment of February 16, 2016 Expenditures.
- 3) Adopt a Motion to approve Pay Estimate No. 8 to Park Construction Company.
- 4) Adopt a Motion to approve Pay Estimate No. 12-Final to Chard tiling & Excavating.
- 5) Adopt a Motion to approve Parade Permit/Use of streets for the Lake Waconia Band Festival.
- 6) Adopt Resolution No. 2016-46, Approving Temporary On-Sale Liquor License.
- 7) Adopt Resolution No. 2016-47, Authorizing Staff to Purchase Equipment Attachments from Lano Equipment.
- 8) Adopt Resolution No. 2016-48, Authorizing Award of Storm Water Reuse Pump System Purchase from Xylem-Flowtronex.
- 9) Adopt Resolution No. 2016-49, Approving the Land Purchase & Exchange Agreement between the City and Hartman Communities, LLC.
- 10) Adopt Resolution No. 2016-50, Approving Surplus Equipment & Sale or Disposal.
- 11) Adopt Resolution No. 2016-51, Accepting Resignation & Authorizing Recruitment.
- 12) Adopt Resolution No. 2016-52, Accepting Resignation & Authorizing Recruitment.

Motion by Erickson, seconded by Bloudek to Adopt the Consent Agenda as amended. All present voted aye. **MOTION CARRIED.**

**COUNCIL BUSINESS:** None

**ITEMS REMOVED FROM CONSENT AGENDA:** None

**STAFF REPORTS:** Susan Arntz gave an update on the meeting with Rink Management last week and said another meeting is being scheduled to further the process. She also mentioned that Winter Parking is still in effect.

**BOARD REPORTS:**

Councilmember Erickson – Attended the School Board meeting and the Elementary School is on schedule as well as the modification of the Middle School and High School.

Councilmember Bloudek – Park Board meeting has been moved from February 18<sup>th</sup> to February 25<sup>th</sup>.

Councilmember Carrier – No Report

Councilmember Ayers – No Report

Mayor Sanborn – Attended a presentation at the High School for a student that saved another student from choking.

**CITY OF WACONIA**  
**February 16, 2016**

**ANNOUNCEMENTS:** Susan Arntz gave a reminder that instead of the Council meeting on March 7<sup>th</sup> there will be a meeting on February 29<sup>th</sup>.

**ADJOURN:**

Motion by Erickson, seconded by Carrier to adjourn the meeting at 6:06 p.m. All present voted aye. MOTION CARRIED

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

ATTEST: \_\_\_\_\_  
Ann Meyerhoff, Office Assistant

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

*Nicole Lueck*  
Nicole Lueck, Finance Director

2/24/2016  
Date

**CITY OF WACONIA  
Council List-Expenditures  
Meeting: February 29, 2016**

<b>Vendor Name</b>	<b>Description</b>	<b>Amount</b>	<b>Fund/Department</b>
ADVANCED ENERGY PARTNERS	IA Electric Service 01/2016	\$86.42	Ice Arena
AMERICAN LEGION POST 150	Senior Dining Program 03/2016	\$600.00	Central Facilities
AQUA-PHIN, INCORPORATED	Automatic Pool Vacuum Repairs	\$1,091.12	Safari Island
AVTEX SOLUTIONS, LLC	IT Tech Support-Website/Server	\$125.00	Technology
AVTEX SOLUTIONS, LLC	Monthly Back-Up Fees - 01/2016	\$420.00	Technology
BOLTON & MENK, INC	2014 Infrastructure Project	\$468.00	Split: PIR, Sewer, Water, Storm Water, Park Dedication
BOLTON & MENK, INC	2015 Infrastructure Project	\$3,883.00	Split: PIR, Storm Water, Sewer, Water, Park Dedication
BOLTON & MENK, INC	2015 Sanitary Sewer CIPP	\$499.00	Sewer
BOLTON & MENK, INC	2016 Infrastructure Project	\$65,934.50	Split: PIR, Storm Water, Sewer, Water
BOLTON & MENK, INC	Cartegraph	\$310.00	Streets
BOLTON & MENK, INC	Clearwater Shores Review	\$1,510.00	Clearwater Shores HIA
BOLTON & MENK, INC	Community Dr & 94th St	\$7,350.00	PIR Escrow
BOLTON & MENK, INC	Crosswinds	\$78.00	Bill Back Receivable
BOLTON & MENK, INC	Interlaken Woods	\$468.50	Bill Back Receivable
BOLTON & MENK, INC	Met Council I & I Surcharge	\$1,384.00	Sewer
BOLTON & MENK, INC	Miscellaneous Engineering	\$632.00	Split: Sewer, Storm Water, Streets
BOLTON & MENK, INC	MSA System Management	\$156.00	Streets
BOLTON & MENK, INC	Pheasant Ridge Lift Station	\$263.00	Sewer
BOLTON & MENK, INC	Ryland Homes	\$78.00	Bill Back Receivable
BOLTON & MENK, INC	School District #110 Expansion	\$156.00	PIR Escrow
BOLTON & MENK, INC	TH 284/10th St Recon	\$376.00	Split: PIR, Storm Water, Sewer, Water
BOLTON & MENK, INC	TH 5 Corridor Improvements	\$25,396.00	Split: PIR, Storm Water, Sewer, Water
BOLTON & MENK, INC	TH 5 Storm Water Reuse	\$5,678.93	Storm Water
BOLTON & MENK, INC	Waterford Property ALTA	\$1,954.00	PIR
BOLTON & MENK, INC	Wetland Conservation Act Administration	\$196.00	Storm Water
BOLTON & MENK, INC	WTF Evaluation & Utility Rate Study	\$149.00	Split: Water, Sewer
CARVER COUNTY TREASURER	IA Annual Hazardous Waste Fee	\$125.00	Ice Arena
CARVER COUNTY TREASURER	Phone/Internet Service 02/2016	\$1,839.81	Split: Bill Back Receivable, Central Facilities, Safari Island, Water, Sewer, Storm Water, Ice Arena
CHOICE ELECTRIC	Hwy 5 Trail - Electrical Labor/Materials	\$26,290.15	PIR
CITY OF BLOOMINGTON	Water Testing 01/2016	\$105.00	Water
COLOGNE ACADEMY	Refund SI Group Visit Deposit	\$195.00	Safari Island
DUO SAFETY LADDER CORPORATION	#16 Ladder Repair	\$70.67	Fire
FLOWPOINT ENVIRONMENTAL SYSTEMS INC.	Water General Software Renewal	\$795.00	Water
HEALTH PARTNERS	EAP Fees 02/2016	\$102.00	Administration
LEAGUE OF MN CITIES	Storm Water Coalition Renewal	\$760.00	Storm Water
METRO WEST INSPECTION SERVICES, INC.	Building Inspections 12/2015	\$15,584.15	Building Inspections
METRO WEST INSPECTION SERVICES, INC.	Fire Inspection Services	\$3,850.00	Fire
MN DEPT OF HEALTH	Water Connection Fees Q1/2016	\$6,420.00	Water
MTI DISTRIBUTING INC	Toro Zero-Turn 7210 Mower (Res #2016-24)	\$58,521.51	Capital Equipment
NORDIC MECHANICAL SERVICES	CH HVAC Maintenance Contract	\$850.00	Central Facilities
NORDIC MECHANICAL SERVICES	CH HVAC Maintenance Contract	\$1,375.00	Central Facilities
NORDIC MECHANICAL SERVICES	CH HVAC Parts Replacement	\$310.86	Central Facilities
NORDIC MECHANICAL SERVICES	Old PW Gas Leak Repairs	\$141.00	Central Facilities
NORDIC MECHANICAL SERVICES	Old PW Heater Repair	\$194.00	Central Facilities
SERVOCAL INSTRUMENTS INC.	Flow Meter/Data Logger Rental	\$900.00	Water
SIMPLEX GRINNELL	PW Alarm Repair	\$244.00	Central Facilities
TOUNGEN, JENNIFER	Refund Utility Account	\$368.28	Water
TWIN CITY HARDWARE	Fire Station Keys	\$28.05	Central Facilities
UNIVERSITY OF MINNESOTA	Tree Inspector Certification-Dressel	\$85.00	Parks
UNIVERSITY OF MINNESOTA	Tree Inspector Certification-McCarthy	\$85.00	Parks
US BANK CORPORATE PAYMENT SYSTEMS	12/11/15 - 01/11/16 Purchasing Card Transactions	\$142,242.49	
ABM EQUIPMENT & SU	#44 Utility Chassis Repair Parts	\$117.01	Sewer
ACT*ACTIVE.COM_CITYOFW	2016 Payment Server/POS Support	\$2,190.43	Technology
ACTIVE911 INC	Active 911 Notification Subscription	\$565.60	Fire
ANCOM COMMUNICATIONS INC	Pager/Radio Repair	\$965.00	Fire
ANCOM TECHNICAL CENTER IN	Portable Radio Repair	\$254.79	Fire

Council List-Expenditures  
Meeting: February 29, 2016

Vendor Name	Description	Amount	Fund/Department
APL * ITUNES.COM/BILL	Fitness Class Music	\$2.44	Safari Island
APL * ITUNES.COM/BILL	Fitness Class Music	\$3.82	Safari Island
ARC - MN PLYMOUTH	Historical Minute Book Scanning	\$1,417.00	Administration
ARNOLD'S OF GLENCOE INC	#0157 Fan Belt	\$26.99	Parks
ASPEN MILLS INC.	Hi-Vis Officer Jackets	\$1,564.48	Fire
BIO SHINE	Custodial Equipment Repair Parts	\$150.41	Safari Island
BOYER TRUCKS - MPLS	#51 Install Truck Brake Controller	\$1,313.50	Sewer
BP#9350729COLONY PLAZA	Small Engine Non-Oxy Gas	\$12.43	Fire
BSHIFTER	Blue Card Recertification Fee	\$90.00	Fire
BSHIFTER	Officer Command Training	\$2,695.00	Fire
CAR CO AUTO PARTS WACO	#0040 Oil Filters	\$37.28	Streets
CAR CO AUTO PARTS WACO	#0051 Trailer Hitch Parts	\$186.97	Sewer
CAR CO AUTO PARTS WACO	#0051 Wiring Supplies	\$53.96	Sewer
CAR CO AUTO PARTS WACO	#0135 Tire Lube/Valve Stems	\$16.46	Parks
CAR CO AUTO PARTS WACO	#0157 Radio Antenna/Gas Can	\$32.26	Parks
CAR CO AUTO PARTS WACO	#0157 Water Pump Belt	\$18.04	Parks
CAR CO AUTO PARTS WACO	#1023 Oil Filter	\$4.02	Fire
CAR CO AUTO PARTS WACO	#1024 Pump Wiring	\$33.98	Fire
CAR CO AUTO PARTS WACO	#134 Barrel Pump Return	-\$46.54	Streets
CAR CO AUTO PARTS WACO	#135 Air/Oil Filters/Grease Nozzle	\$154.64	Streets
CAR CO AUTO PARTS WACO	#19 Door Supports/Apparatus Cleaner	\$312.60	Fire
CAR CO AUTO PARTS WACO	#28 Alarm/#23 Jack	\$165.53	Streets
CAR CO AUTO PARTS WACO	#36 Air Break/#160 Wiper Blades	\$86.20	Streets
CAR CO AUTO PARTS WACO	#37 Dome Light	\$4.99	Streets
CAR CO AUTO PARTS WACO	#37 Oil Filter/Coolant	\$56.03	Streets
CAR CO AUTO PARTS WACO	Rollers/Shop Antifreeze	\$47.94	Streets
CARGILL * INCORPORATED	Road Salt-Deicer	\$1,702.44	Streets
CARGILL * INCORPORATED	Road Salt-Deicer	\$1,776.01	Streets
CARTEGRAPH SYSTEMS INC	OSM Platform/Asset Module Implementation	\$16,925.50	Split: Water, Street Light
CARTEGRAPH SYSTEMS INC	Water/Facilities Module Implementation	\$8,900.00	Street Light
CDW GOVERNMENT	MS Office License	\$2,014.90	Technology
CINTAS 60A SAP	IA First Aid Supplies 01/2016	\$220.78	Ice Arena
CINTAS 60A SAP	PW First Aid Supplies 01/2016	\$118.61	Streets
CINTAS 60A SAP	SI First Aid Supplies 01/2016	\$201.01	Safari Island
CLAREYS SAFETY EQUIPMENT	E-11/TW-11 Hoses	\$515.00	Fire
CRYSTEEL TRUCK EQUIP INC	#051 Crane Truck Batteries	\$89.00	Sewer
CRYSTEEL TRUCK EQUIP INC	Snow Plow Spring Replacements	\$151.40	Streets
DEPT OF AGRICULTURE	Pesticide License Renewal-Rowe	\$10.25	Parks
DMI* DELL K-12/GOVT	IT Laptop	\$1,412.35	Technology
DMI* DELL K-12/GOVT	Spare PC Hardware	\$786.10	Technology
DMI* DELL K-12/GOVT	Spare PC Hardware	\$786.10	Technology
DROP-N-GO SHIPPING INC	UB Processing Fees 12/2015	\$114.00	Split: Water, Sewer
DULTMEIER SALES LLC	Brine System Filter Supplies	\$0.85	Streets
DULTMEIER SALES LLC	Brine System Filter Supplies	\$57.46	Streets
DULTMEIER SALES LLC	Brine System Filter Supplies	\$271.95	Streets
ECM PUBLISHERS INC	Publication Fees 12/2015	\$1,019.39	Split: Administration, Water, Planning, Safari Island, Sewer, Storm Water
ECM PUBLISHERS INC	Recruitment Publishing 11/2015	\$262.50	Administration
ECM SUBSCRIPTIONS	2016 CH Patriot Subscription	\$31.00	Administration
EDUCATION SPECIALTY PUBLI	Fire Prevention Education Materials	\$1,304.25	Fire
EMERGENCY AUTOMOTIVE	#23 Light Repair	\$520.50	Fire
EVERSONS HARDWARE HANK	#44/#46 Torch Kits	\$49.14	Sewer
EVERSONS HARDWARE HANK	WTP Toilet Rebuild Parts	\$16.98	Water
EXPERTS EXCHANGE LLC	Experts Exchange Annual Renewal	\$149.95	Technology
FASTENAL COMPANY01	Safety Vending Equipment 12/2015	\$178.28	Streets
FERGUSON WATERWORKS #2518	Resale Meter Parts	\$5,002.19	Water
FERGUSON WATERWORKS #2518	Resale MIU Meter Parts	\$12,992.34	Water
FORCE AMERICA DISTRIBUTIN	#37/#38 Winter Maintenance Upgrade	\$35.13	Streets
FORCE AMERICA DISTRIBUTIN	Vehicle Data Charge 11/2015	\$128.80	Streets
FRANKLIN PRINTING INC	Deed Stamp	\$103.08	Administration
FRANKLIN PRINTING INC	Pens/Office Supplies	\$46.97	Fire
G&K SERVICES AR	CH/SI Restrooms/Mats 12/2015	\$584.78	Split: Central Facilities, Safari Island
G&K SERVICES AR	PW Uniforms 12/2015	\$357.33	Split: Streets, Parks, Water, Sewer, Storm Water, Street Light
GOPHER SPORT	Returned Items-Shipping Credit	-\$25.25	Safari Island

Council List-Expenditures  
Meeting: February 29, 2016

Vendor Name	Description	Amount	Fund/Department
HYDRO OPERATING LLC	WTP Reclaim Lines Pipe Fittings	\$581.94	Water
IBS OF MPLS	#5100 Winter Applicator Batteries	\$7.47	Streets
IN *EMERGENCY RESPONSE SO	SCBA Flow Testing	\$1,850.00	Fire
IN *INDIGITAL INC	Large Scale Scanning	\$3,374.22	Planning
IN *LIGHTBULB AND BALLAST	#20 Light Repair	\$53.75	Fire
IN *LINDEMEIER HEATING &	PW HVAC Repair	\$632.00	Central Facilities
INDELCO PLASTICS CORPORAT	Reclaim Sludge Trap Line PVC	\$67.66	Water
INSTRUCTOR MUSIC LLC	Fitness Class Music	\$25.00	Safari Island
INT'L CODE COUNCIL	Permit Tech Training-Wurst	\$276.00	Planning
INT'L CODE COUNCIL INC	Permit Tech Certification-Wurst	\$189.00	Planning
LANO EQUIPMENT OF NORWOOD	Tool Cat Lighting Replacement	\$184.14	Parks
LAWSON PRODUCTS	Abrasive Wheels-Decal Removal	\$73.87	Fire
MEDICAL RESOURCES	Fitness Program Scale	\$392.00	Safari Island
MELCHERT HUBERT SJODIN	City Legal Fees 11/2015	\$8,872.90	Split: Administration, PIR, RLF, Bill Back Receivable, Storm Water, Clearwater Shores HIA,
MES FIRE	Turn Out Gear-7 FFS	\$13,493.55	Ice Arena, Streets
MINNEAPOLIS OXYGEN CO	Helium/Oxygen Rental 11/2015	\$17.40	Fire
MINNESOTA ELEVATOR INC	2016 FS/PW Elevator Service	\$3,120.00	Safari Island
MINNESOTA ELEVATOR INC	2016 IA Elevator Service	\$1,472.64	Central Facilities
MINNESOTA ELEVATOR INC	2016 SI Elevator Service	\$812.44	Ice Arena
MINNESOTA PIPE & EQUIP	Sewer Line Repair Parts	\$6,454.89	Safari Island
MINNESOTA RURAL WATER ASS	2016 Membership Dues	\$275.00	Split: Sewer, Water
MINNESOTA STATE FIRE CHIE	2016 MSFCA Association Dues	\$492.00	Split: Water, Sewer
MINNESOTA STATE FIRE CHIE	Incorrect Membership Type-Refunded	-\$300.00	Fire
MINNESOTA STATE FIRE CHIE	Incorrect Membership Type-Refunded	\$300.00	Fire
MINNESOTA VALLEY ELECTRI	Electric Service 11/2015	\$1,767.74	Split: Central Facilities, Sewer, Street Light
MINNESOTA VALLEY ELECTRI	Electric Service 12/2015	\$1,994.88	Split: Central Facilities, Sewer, Street Light
NAPA AUTO PARTS 0021912	Port Pumps Anti-Freeze	\$33.92	Fire
NIHCA	2016 NIHCA Membership	\$399.00	Safari Island
NYSTROM PUBLISHING CO	2016 Winter/Spring Program Guide	\$4,724.13	Split: Safari Island, Ice Arena
OPG 3 INC	Laserfiche Workflow Development	\$1,050.00	Technology
ORDERTREE COM	Hose Cart Repairs	\$39.89	Fire
POWDER BLUE PRODUCTIONS	PIYo Music 01/2016	\$24.95	Safari Island
POWDER BLUE PRODUCTIONS	Turbo Kick Music 01/2016	\$24.95	Safari Island
POWERMUSIC.COM	Fitness Class Music	\$70.39	Safari Island
POWERMUSIC.COM	Fitness Instructor Mic Belt	\$41.06	Safari Island
R&R SPECIALTIES OF WISCON	Zamboni Battery Caps	\$80.75	Ice Arena
R&R SPECIALTIES OF WISCON	Zamboni Blade Sharpening	\$39.50	Ice Arena
R&R SPECIALTIES OF WISCON	Zamboni Blade Sharpening	\$39.50	Ice Arena
RANDYS SANITATION DELANO	Shredding Service 01/2016	\$18.69	Central Facilities
RIDGEVIEW MEDICAL CNT-HOS	1-EE Badge	\$10.00	Technology
STAPLES DIRECT	2015 W2 Forms	\$121.82	Finance
STAPLS7147602090000001	Permanent Markers/Bath Tissue	\$56.87	Parks
STAPLS7147680688000001	Large Map Printer Ink	\$337.96	Planning
STAPLS7147680688000002	Large Map Printer Ink	\$84.49	Planning
STAPLS7147680688000003	File Folders	\$19.46	Administration
STAPLS7147785275000001	Sign Holders/Correction Tape	\$107.61	Safari Island
STAPLS7148004962000001	Binders/Pens/Paper Towels	\$61.39	Sewer
STAPLS7148232775000001	Business Card Stock	\$75.70	Administration
STAPLS7148268705000001	Binders	\$41.76	Planning
STAPLS7148623342000001	Fire Printer Toner	\$95.66	Central Facilities
STAPLS7148658751000001	Chair Mat/Toner Cartridge	\$190.47	Water
STORMS WELDING & MANUFA	Truck #24 Tank Mount Repairs	\$1,178.50	Fire
TARGET 00024497	Power Surge Strip/Extension Cord	\$33.11	Fire
TARGET 00024497	PW Data Project Supplies	\$40.58	Sewer
TARGET 00024497	PW Fridge/Freezer Baking Soda	\$2.84	Streets
TARGET 00024497	Swim Lesson/Floatie Friday Treats	\$20.42	Safari Island
THE HOME DEPOT 2825	Holiday Lights	\$14.88	Street Light
THE HOME DEPOT 2825	Holiday Lights	\$78.39	Street Light
THE HOME DEPOT 2825	Power Strip-Pager Charging	\$43.56	Fire
THE ORIGINAL DESIGNER	Pool Noodles	\$228.00	Safari Island
THE UPS STORE #6485	Return Uniform Samples-Shipping Fee	\$49.68	Fire
THE UPS STORE #6485	Uniform Patches-Shipping Fee	\$8.20	Fire

**Council List-Expenditures  
Meeting: February 29, 2016**

<b>Vendor Name</b>	<b>Description</b>	<b>Amount</b>	<b>Fund/Department</b>
TOLL GAS & WELDING SUPPLY	#51 Torch Kit Set Up	\$710.99	Sewer
TWIN CITY GARAGE DOOR	Old PW Overhead Door Repair	\$1,400.00	Central Facilities
UFC FARM SUPPLY	Brine System Gasket Sealant	\$5.99	Streets
UFC FARM SUPPLY	Brush Roll Twine	\$52.75	Storm Water
UFC FARM SUPPLY	Chain Saw Replacement #6003	\$511.96	Streets
UFC FARM SUPPLY	Cut Off Saw Replacement Parts	\$17.94	Streets
UFC FARM SUPPLY	Equipment Storage Fasteners	\$29.48	Parks
UFC FARM SUPPLY	Hammer/Wrench	\$27.97	Parks
UFC FARM SUPPLY	Holiday Lights	\$7.20	Ice Arena
UFC FARM SUPPLY	Kubota Hand Spray Wand	\$13.95	Parks
UFC FARM SUPPLY	Outdoor Rink Install Supplies	\$51.95	Parks
UFC FARM SUPPLY	Outdoor Rink Seam Tape	\$12.99	Parks
UFC FARM SUPPLY	PPE Helmet/Shield-Tree Removal	\$69.95	Streets
UFC FARM SUPPLY	Shop Wood Glue	\$3.59	Streets
UFC FARM SUPPLY	WTP Furnace Filter/Shovel	\$39.95	Water
UFC FARM SUPPLY	WTP3 Chlorine Sprayer Bottle	\$12.99	Water
UHL COMPANY INC	Fire Station Heater Install	\$4,377.00	Central Facilities
VCN**MNSTATEPATROL	DOT Truck Decals	\$54.50	Streets
VXB.COM	Chemical Feed Pump Bearings	\$64.79	Water
VZWRLSS*MY VZ VB P	City Air Card Service 11/2015	\$419.17	Split: Administration, Technology, Fire, Water, Sewer, Streets, Storm Water
VZWRLSS*MY VZ VB P	City Cell Service 11/2015	\$1,132.98	Split: Fire, Water, Sewer, Parks, Streets, Storm water, Street Light, Ice Arena, Technology, Planning, Administration, Safari Island
W.S. DARLEY & CO.	Water Rescue Hose Repair	\$98.85	Fire
WACONIA CHAMBER OF COMMER	December Luncheon-Ayers	\$25.00	Administration
WALGREENS #11690	EE P-Card Error-Reimbursed	\$7.19	Bill Back Receivable
WEST COAST CORPORATION	Maintenance Key Holders	\$54.47	Ice Arena
WITMER PUBLIC SAFETY G	PPE-Helmets/Fronts/Flashlights	\$1,902.03	Fire
WW GRAINGER	CO Detectors	\$193.76	Fire
WW GRAINGER	Hand Sanitizer	\$179.48	Fire
WW GRAINGER	Hot Water Tank Repair Parts	\$12.04	Ice Arena
WW GRAINGER	Hot Water Tank Repair Parts	\$70.32	Ice Arena
WW GRAINGER	Hot Water Tank Repair Parts	\$149.60	Ice Arena
WW GRAINGER	Medical Bag Seals	\$88.60	Fire
WW GRAINGER	Replacement Lamps Sparrow/284	\$114.84	Street Light
WW GRAINGER	Replacement Lamps/Urinal Gasket	\$332.68	Safari Island
WWW.LOGMEIN.COM	Remote Software Subscription	\$1,635.00	Technology
ZARNOH BRUSH WORKS INC	#500/#47 Gutter Brooms	\$950.50	Storm Water
ZIEGLER 8050 PARTS	Generator Spare Keys	\$97.14	Sewer
WACONIA SQUARE LLC	2015 Tax Abatement	\$9,000.75	Administration
WATER CONSERVATION SERVICE, INC.	Leak Locates - Landsdown Lane	\$423.30	Water
		<u>\$390,148.49</u>	

The above bills have been approved for payment at the regular City Council Meeting on February 29, 2016.  
Authorized and ordered for payment:

\_\_\_\_\_

\_\_\_\_\_

Mayor

City Administrator



## REQUEST FOR CITY COUNCIL ACTION

<b>Meeting Date:</b>	February 29, 2016
<b>Item Name:</b>	Authorize Use of City Square Park & Spruce Street From First Street to Alley Located Between First & Main Streets For Waconia Farmer's Market
<b>Originating Department:</b>	Public Service
<b>Presented by:</b>	Craig Eldred & David Wabbe
<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
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**RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED** *(Include motion in proper format.)*  
 Adopt Motion Authorizing Use of City Square Park & Spruce Street From First Street to Alley Located Between First and Main Streets For Waconia Farmer's Market

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

This request is before the City Council for use of City Square Park and Spruce Street for the annual Farmer's Market which takes place starting late May through October.

Different this year is the day of use of the Park and Street. Normally, the Farmer's Market was held on Saturday's of each week. This calendar year it will be held on Thursday afternoon/evenings from 4:00 to 7:30 p.m. Staff met with the Farmer's Market Organizer's to discuss the ground work for this change and feel confident in the operational plan.

David Wabbe schedule's event such as Music in the Park on this same evening through the summer, and hoped that the events as they cross-over times might attract more attendants to each event.

Barricades will be provided to close Spruce Street during the operation of the Farmer's Market.

Staff recommends approval of this request for City Council action allowing the Farmer's Market to promote their newly formulated date.

**FINANCIAL IMPLICATIONS:**

Funding Sources & Uses: N/A

**Budget Information:**

Budgeted

Non Budgeted

Amendment Required

**ADVISORY BOARD RECOMMENDATIONS:**

Planning Commission

Parks and Recreation Board

Safari Island Advisory Board

Other



## REQUEST FOR CITY COUNCIL ACTION

<b>Meeting Date:</b>	February 29, 2016
<b>Item Name:</b>	Approve Temporary On-Sale 3.2% Malt Liquor License
<b>Originating Department:</b>	Administration
<b>Presented by:</b>	Susan Arntz

<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 No. 2016-53, Approving Temporary On-Sale 3.2% Malt Liquor License for Waconia Hockey Association

***6EXPLANATION OF AGENDA ITEM (Include a description of background, benefits, and recommendations.)***

The Office of City Administrator received an application for a temporary on-sale liquor licensed from the Waconia Hockey Association and a request for the placement of a tent, allowance of a food truck for a fundraising event to be held on Saturday, April 2, 2016.

- Sale and consumption of alcoholic beverages will be limited to a tent in the parking lot at the Waconia Ice Arena.
- The event will take place from 6:00 p.m. to 12:00 a.m.

Staff recommends approval of this request.

<p><b><i>FINANCIAL IMPLICATIONS:</i></b></p> <p>Funding Sources &amp; Uses:</p> <p>Budget Information:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%; border-bottom: 1px solid black;"></td> <td style="text-align: right;">Budgeted</td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">Non Budgeted</td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">Amendment Required</td> </tr> </table>		Budgeted		Non Budgeted		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>
	Budgeted						
	Non Budgeted						
	Amendment Required						

**CITY OF WACONIA  
RESOLUTION NO. 2016-53**

**RESOLUTION APPROVING TEMPORARY  
ON-SALE LIQUOR LICENSE APPLICATION AND USE OF PARKING LOT**

**WHEREAS,** An application for a temporary on-sale liquor license has been received in the Office of the City Administrator from the Waconia Hockey Association for a fundraising event to be held on Saturday, April 2, 2016, at the Waconia Ice Arena, 1250 Oak Ave, Waconia, Mn.; and

**WHEREAS,** Sale and consumption of alcoholic beverages will be limited to a tent in the parking lot of the Waconia Ice Arena; and

**WHEREAS,** the Waconia Hockey Association has requested permission to have a food truck placed in the parking lot for the event from 6:00 p.m. to 12:00 a.m. as part of the event.

**NOW, THEREFORE, BE IT RESOLVED,** That the City Council of the City of Waconia hereby approves the temporary on-sale liquor license application, use of parking lot, and permission to place a food truck as part of the fund raising event for the Waconia Hockey Association for April 2, 2016, contingent upon completion of all forms, payment of fees, receipt of certificates of insurance, and proof of compliance with state and local requirements.

Adopted by the City Council of the City of Waconia this 29th day of February, 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>	February 29, 2016
<b>Item Name:</b>	Authorize Purchase of One F350 Chassis & Service Body & Appurtenant Equipment in the Amount of \$61,416.95; CIP Project 2016-99
<b>Originating Department:</b>	Public Services
<b>Presented by:</b>	Craig Eldred, Public Services Director
<b>Previous Council Action (if any):</b>	January 4, 2016 Authorize City Staff to Obtain Mobile and Fixed Equipment Pricing for 2016 as Outlined in Memo

<b>Item Type (X only one):</b>	Consent	<input checked="" type="checkbox"/> X	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 2016-54; Authorize Purchas of One F350 Chassis & Service Body & Appurtenant Equipment in the Amount of \$61,416.95; CIP Project 2016-99

**EXPLANATION OF AGENDA ITEM** *(Include a description of background, benefits, and recommendations.)*  
 The focus for this request is to add a utility maintenance vehicle for daily use in all utility divisions. If Council Members recall we purchased a larger crane truck for multiple department use in 2015. At that time we traded a medium duty utility crane truck for its replacement, and planned an addition to the fleet for daily use within the current Capital Improvement Plan in the amount of \$66,300.00.

The benefit of this acquisition and last year's replacement provide a reduction in vehicle maintenance, and operation costs, and flexibility for multiple departmental uses. The chassis unit is of lesser scale, contain a service body which will allow staff to store and maintain multiple use tools for water, sewer, and storm water utility maintenance items. Staff obtained one quote for the chassis from Waconia Ford. It was determined years ago, that Waconia Dodge has difficulty meeting the pricing structure for this type of vehicle. Waconia Dodge is more competitive in the lower class use vehicle acquisitions. Two quotes were obtained for the service body, and the list of appurtenant equipment includes licensing, seat covers, safety equipment, automated vehicle data component, and tooling items for the service body. The associated costs are listed below:

**Unit with ABM Equipment Price**

Waconia Ford	ABM	Appurtenant Equipment	Total Cost
\$30,285.95	\$22,031.00	\$9,100.00	\$61,416.95

**Unit with Crysteel Equipment Price**

Waconia Ford	Crysteel	Appurtenant Equipment	Total Cost
\$30,285.95	\$24,415.36	\$9,100.00	\$63,801.31

Staff's recommendation is to award the chassis, service body, and appurtenant equipment for the overall total not to exceed \$61,416.95 with the ability to obtain the chassis from Waconia Ford, service body from ABM Equipment and appurtenant equipment to be acquired by staff locally.

<p><b>FINANCIAL IMPLICATIONS:</b>          Funding Sources &amp; Uses: 50% Water &amp; Sewer Cash</p>	<p><b>ADVISORY BOARD RECOMMENDATIONS:</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"/> 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>Planning Commission          Parks and Recreation Board          Safari Island Advisory Board          Other</p>
<input checked="" type="checkbox"/> X	Budgeted						
<input type="checkbox"/>	Non Budgeted						
<input type="checkbox"/>	Amendment Required						

**CITY OF WACONIA  
RESOLUTION NO. 2016-54**

**RESOLUTION AUTHORIZING APPROVAL OF PURCHASE OF ONE F350 CHASSIS &  
SERVICE BODY & APPURTENANT EQUIPMENT IN THE AMOUNT OF \$61,416.95; CIP  
PROJECT 2016-99**

**WHEREAS**, one of the City’s Key Outcomes is to “Assure and Secure Safe Drinking Water”; and

**WHEREAS**, a need to acquire a daily utility maintenance vehicle was planned as part of an overall equipment acquisition strategy started in 2015; and

**WHEREAS**, focus was place upon a reduction in vehicle maintenance and operational costs through a use of a right-sized vehicle for daily utility services; and

**WHEREAS**, unit and equipment pricing structures are listed in the tables below; and

**Unit with ABM Equipment Price**

<b>Waconia Ford</b>	<b>ABM</b>	<b>Appurtenant Equipment</b>	<b>Total Cost</b>
\$30,285.95	\$22,031.00	\$9,100.00	\$61,416.95

**Unit with Crysteel Equipment Price**

<b>Waconia Ford</b>	<b>Crysteel</b>	<b>Appurtenant Equipment</b>	<b>Total Cost</b>
\$30,285.95	\$24,415.36	\$9,100.00	\$63,801.31

**WHEREAS**, it is staff recommendation to award the chassis, service body, and appurtenant equipment with an overall total not to exceed \$61,416.95, with the ability to obtain the chassis from Waconia Ford, service body from ABM Equipment and appurtenant equipment to be acquired by staff locally.

**NOW, THEREFORE, BE IT RESOLVED** That the City Council of the City of Waconia hereby authorizes approval of purchase of one F350 chassis & service body & Appurtenant Equipment in the amount of \$61,416.95; CIP Project 2016-99.

Adopted by the City Council of the City of Waconia this 29th day of February, 2016.

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

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

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

==>

Dealer: F58648

2016 F-SERIES SD

Page: 1 of 2

Order No: 1111 Priority: C3 Ord FIN: QV386 Order Type: 5B Price Level: 640  
Ord PEP: 630A Cust/Flt Name: CITYOFWACONIA PO Number:

	RETAIL		RETAIL
F3F	F350 4X4CHAS/CS	\$36240	17F XL DECOR PKG \$220
	.141" WHEELBASE		18B MOLDED BLK STEP 320
W6	GREEN GEM MET		9800# GVWR PKG
1	CLTH 40/20/40	100	41H ENG BLK HEATER NC
S	STEEL		425 50 STATE EMISS NC
630A	PREF EQUIP PKG		473 SNOW PLOW PKG 85
	.XL TRIM		
572	.AIR CONDITIONER	NC	DEST AND DELIV 1195
	.AM/FM STER/CLK		TOTAL BASE AND OPTIONS 40080
996	6.2L EFI V8 ENG	NC	
44P	6-SPD AUTOMATIC	NC	
TBM	LT245 BSW AT 17	165	
X3E	3.73 ELOCKING	390	
90L	PWR EQUIP GROUP	895	
	TELE TT MIR-PWR		
52B	BRAKE CONTRLLR	\$270	
59H	HI MNT STOP LMP	NC	
61S	SPLASH GUARDS	75	
65M	MID-SHIP TANK	NC	
68D	FIXED PAYLOAD	NC	
76C	REVERSE ALARM	125	

*Sale price = \$29997*

*weather tech \$109.95  
front mats*

*\$30106.95*

*CD Rom -  
for service manuals = \$179.00  
\$30285.95*

*Plus: any taxes,  
license or fees as  
required.*

MAJOR PRODUCT SUMMARY

The all-new 2016 F-SUPER DUTY® reinforces the tough image of the F-Series and continues to meet the needs of both commercial and personal use towing customers.

The following equipment is standard as indicated. Each series includes the standard equipment of the previous series, except where otherwise noted:

XL	XLT	LARIAT
<p><b>Powertrain/Functional</b></p> <ul style="list-style-type: none"> <li>Brakes – Four-wheel Disc with Anti-lock Brake System (ABS)</li> <li>Engine                     <ul style="list-style-type: none"> <li>6.2L 2 Valve Gas SOHC EFI NA V8 (Flex-Fuel) (F-350)</li> <li>6.8L 3 Valve Gas SOHC EFI NA V10 (F-450/F-550)</li> </ul> </li> <li>Fuel Tank                     <ul style="list-style-type: none"> <li>28 gallon mid ship (F-350 SRW)</li> <li>40 gallon aft axle (F-350 DRW/F-450/F-550)</li> </ul> </li> <li>Manual Locking Hubs (4x4)</li> <li>Stabilizer bars – front &amp; rear</li> <li>Stationary Elevated Idle Control (SEIC)</li> <li>Steering – power</li> <li>Trailer wiring – 7 wire harness w/relays, blunt cut &amp; labeled</li> <li>Transmission                     <ul style="list-style-type: none"> <li>TorqShift® Six-Speed automatic w/SelectShift® automatic (F-350)</li> <li>TorqShift® Five-Speed automatic (F-450/F-550)</li> </ul> </li> </ul> <p><b>Exterior</b></p> <ul style="list-style-type: none"> <li>Bumper – front, black painted</li> <li>Fender vents – front</li> <li>Front License Plate Bracket</li> <li>Glass – solar tinted</li> <li>Grille – black painted</li> <li>Headlamps – dual beam jewel effect halogen</li> <li>Lamps – Roof marker/clearance</li> <li>Mirrors – manually telescoping two-way fold trailer tow with manual glass</li> <li>“Three Blink” Lane change signal</li> <li>Tow hooks – front (2)</li> <li>Underhood service light</li> <li>Wheels                     <ul style="list-style-type: none"> <li>F-350 SRW – 17” Argent Painted Steel w/painted hub covers/center ornaments</li> <li>F-350 DRW – 17” Argent Painted Steel (hub covers/center ornaments not included)</li> <li>F-450 &amp; F-550 – 19.5” Argent Painted Steel</li> </ul> </li> <li>Window – Rear, fixed</li> </ul> <p><b>Interior</b></p> <ul style="list-style-type: none"> <li>Air conditioning – manual</li> <li>Audio – AM/FM stereo with digital clock and two (2) speakers</li> <li>Door trim – armrest/grab handle and reflector</li> <li>Floor covering – black, full length vinyl</li> <li>Instrumentation Center – Multi-function switch message center display with Ice Blue® Lighting</li> <li>Mirror – rearview 11.5” day/night</li> <li>Outside Temperature Display</li> <li>Powerpoint, auxiliary</li> <li>Scuff plates – color-coordinated</li> <li>Seat – Front, HD vinyl, 40/20/40 split bench w/center armrest, cupholder and storage (manual lumbar – driver’s side)</li> <li>Steering wheel – black vinyl with tilt and telescoping steering wheel/column; includes three (3) button message control</li> <li>Sun visors – color-coordinated vinyl, driver w/pocket, passenger w/uncovered mirror insert</li> <li>Upfitter switches, four (4) on the instrument panel</li> <li>Windshield Wipers – intermittent</li> </ul> <p><b>Safety/Security</b></p> <ul style="list-style-type: none"> <li>AdvanceTrac® with RSC® (Roll Stability Control™) (F-350 SRW only)</li> <li>Belt-Minder® (front safety belt reminder)</li> <li>Driver and passenger frontal and side airbag/curtain; passenger side deactivation switch (Regular Cab/SuperCab)</li> <li>Safety Belts – color-coordinated w/height adjustment (front-outboard seating positions only)</li> <li>Safety Canopy® System</li> <li>SOS Post-Crash Alert System™</li> </ul>	<p><i>All XLT content, plus:</i></p> <p><b>Exterior</b></p> <ul style="list-style-type: none"> <li>Bumper – front, chrome</li> <li>Grille – two bar, chrome</li> <li>Mirrors – manually telescoping two-way fold trailer tow with power/heated glass, heated convex spotter mirror, integrated clearance lamps/ turn signals</li> <li>Wheels – F-350 SRW – 17” Cast Aluminum w/bright hub covers/center ornaments</li> <li>Window – rear, fixed privacy glass</li> </ul> <p><b>Interior</b></p> <ul style="list-style-type: none"> <li>Air conditioning vents – black w/chrome ring</li> <li>Audio – AM/FM stereo with Single-CD/MP3 player, digital clock and four (4) speakers</li> <li>Auxiliary audio input jack</li> <li>Cruise control (steering wheel-mounted)</li> <li>Door trim – soft armrest, grab handle, power window/lock switches and reflector; front map pockets on Regular Cab and SuperCab; front and rear map pockets on Crew Cab</li> <li>Floor covering – color-coordinated full carpet</li> <li>Floor mats – color-coordinated carpet</li> <li>Instrumentation Center – Compass display</li> <li>Power Equipment Group – 1<sup>st</sup> row (front-seat) windows w/one-touch up/down, power 2<sup>nd</sup> row (rear-seat) windows (Crew Cab only), power windows/door locks w/backlit switches &amp; accessory delay</li> <li>Seats                     <ul style="list-style-type: none"> <li>Front, high-series cloth 40/20/40 split bench – 20% center under-seat storage, w/center armrest, cupholder and storage</li> <li>Four-way adjustable driver/passenger headrests</li> </ul> </li> <li>SiriusXM Satellite Radio (SiriusXM U.S. Satellite Service is available in the 48 contiguous United States and D.C.)</li> <li>Steering wheel – Black urethane</li> <li>Sun visors – Color-coordinated vinyl, both driver and passenger w/covered mirrors</li> <li>SYNC® with MyFord®                     <ul style="list-style-type: none"> <li>Voice-activated Communications and Entertainment System</li> <li>911 Assist®, Vehicle Health Report (VHR), Traffic, Directions and Information Services</li> <li>Note: SYNC® Services available for a \$60 annual subscription fee</li> <li>One (1) USB Port and compass</li> <li>AppLink™</li> </ul> </li> <li>Trailer Brake Controller</li> </ul> <p><b>Safety/Security</b></p> <ul style="list-style-type: none"> <li>MyKey® owner controls feature</li> <li>Remote keyless entry &amp; Perimeter anti-theft alarm</li> <li>SecuriLock® Passive Anti-Theft System (PATS)</li> </ul>	<p><i>All XLT content, plus:</i></p> <p><b>Powertrain/Functional</b></p> <ul style="list-style-type: none"> <li>Electronic Shift-On-the-Fly (ESOF) (4x4 only)</li> <li>Extra Heavy-Duty Alternator</li> </ul> <p><b>Exterior</b></p> <ul style="list-style-type: none"> <li>Engine – 6.7L 4 Valve OHV Power Stroke® V8 Turbo Diesel B20 (F-450/F-550)</li> <li>Fog lamps</li> <li>Handles – door, body-color</li> <li>Mirrors – PowerScope® power telescoping, power fold-away trailer tow with power/heated glass, heated convex spotter mirror, integrated clearance lamps/turn signals</li> <li>Transmission – TorqShift® six-speed automatic w/SelectShift® automatic (F-450/F-550)</li> <li>Wheels                     <ul style="list-style-type: none"> <li>F-350 SRW – 18” Bright Machined Cast Aluminum w/bright hub covers/center ornaments</li> <li>F-350 DRW – 17” Forged Polished Aluminum w/bright hub covers/center ornaments</li> <li>F-450/F-550 – 19.5” Forged Polished Aluminum w/bright hub covers/center ornaments</li> </ul> </li> <li>Window – rear, power-sliding with defrost</li> </ul> <p><b>Interior</b></p> <ul style="list-style-type: none"> <li>Air conditioning – Dual-Zone Electronic Automatic Temperature Control (DEATC)</li> <li>Air conditioning vents – silver metallic with chrome ring</li> <li>Audio                     <ul style="list-style-type: none"> <li>Premium AM/FM stereo with Single-CD/MP3 player, eight (8) speakers and subwoofer (SuperCab only)</li> <li>Premium Sony® Audio with Single-CD/MP3 player, eight (8) speakers, subwoofer and rear amplifier (Crew Cab only)</li> </ul> </li> <li>Mirror – rearview, electrochromic self-dimming</li> <li>Power-Adjustable Pedals</li> <li>Seats                     <ul style="list-style-type: none"> <li>Front, premium leather seating surfaces, 40/Console/40</li> <li>10-way power driver &amp; front-passenger seats (six-way power-adjustable track, two-way power recline and two-way power lumbar)</li> </ul> </li> <li>Steering wheel – leather-wrapped, color-coordinated</li> <li>Sun visors – color-coordinated vinyl; both driver and passenger w/covered illuminated visor vanity mirrors</li> <li>SYNC® w/MyFord Touch® and SYNC® Services                     <ul style="list-style-type: none"> <li>Voice-activated Communications and Entertainment System</li> <li>911 Assist® and Vehicle Health Report (VHR) and compass</li> <li>SYNC® Services – Traffic, Turn-by-Turn Directions, Business Search, Send to SYNC® from Mapquest®, News, Sports, Weather, Horoscopes</li> <li>Note: SYNC® Services receives a complimentary one (1) year prepaid subscription</li> </ul> </li> </ul> <p><b>Instrumentation Includes:</b></p> <ul style="list-style-type: none"> <li>8” LCD touch-screen in center stack</li> <li>IP mounted inverter (110v/150w), Audio/Video input jacks and 12 volt powerpoint upper closable media hub with two (2) USB ports, SD Card Reader</li> <li>Five-way steering wheel control switch</li> <li>4.2” LCD Productivity Screen: includes menus for Gauge Setup, Trip Computer, Fuel Economy and Towing/Off-Road applications</li> <li>Available Voice-activated Navigation System – In-dash screen and SD card for map and POI storage and integrated SiriusXM Traffic Travel Link®<sup>1</sup> (See Optional Equipment section for additional information)</li> </ul> <p><b>Safety/Security</b></p> <ul style="list-style-type: none"> <li>Autolock, Auto unlock, Autolamp/Rainlamp</li> <li>SecuriCode™ keyless entry keypad</li> </ul>

Please see Standard Equipment pages for more details.

<sup>1</sup> SiriusXM Traffic and Travel Link® w/5 years of service (in the 48 Contiguous United States and D.C.) Subscriptions to all SiriusXM services are sold by SiriusXM after trial expires. Subscriptions are governed by SiriusXM Customer Agreement; see [www.siriusxm.com](http://www.siriusxm.com).

Product Features Availability

Features, options and package content subject to change.

★ = New for this model year

**STANDARD EQUIPMENT**

The following features are standard on every 2016 SUPER DUTY® Chassis Cab vehicle:

**POWERTRAIN/FUNCTIONAL**

- AdvanceTrac® with RSC® (Roll Stability Control™) (F-350 SRW only)
- Alternator
  - 157 Amp, Heavy-Duty (Std. on 6.2L Gas XL and XLT only; NA on XL/XLT 6.8L Gas or 6.7L Power Stroke® Diesel)
  - 175 Amp, Heavy-Duty (Std. on 6.8L Gas XL and XLT only; NA on XL/XLT 6.2L Gas or 6.7L Power Stroke® Diesel)
  - 200 Amp, Extra Heavy-Duty (Std. on Lariat; required on XL/XLT w/combination of 6.7L Power Stroke® Diesel and standard Upfitter Switches)
- Brakes
  - Four-wheel Disc with Anti-Lock Brake System (ABS)
- Fuel Tank
  - 28 gallon mid ship (F-350 SRW)
  - 40 gallon aft axle (F-350 DRW/F-450/F-550)
  - Diesel Exhaust Fluid (DEF) Tank Location:
    - Aft-of-axle fuel tank is paired with the DEF tank located in the mid ship location, between the frame rails.
    - Mid ship fuel tank is paired with the DEF tank located outside of the frame rail
    - Dual tanks are paired with the DEF tank located outside of the frame rail
- Intelligent Oil-Life Monitor® (6.7L Power Stroke® Diesel engine)
- Manual Locking Hubs (4x4)
- Oil minder system (6.2L Gas and 6.8L Gas engine)
- Shock absorbers – heavy-duty gas
- Springs, rear auxiliary
- Stabilizer bar – front and rear
- Stationary Elevated Idle Control (SEIC)
- Steering – power
- Steering damper
- Trailer wiring – 7 wire harness w/relays, blunt cut and labeled

**EXTERIOR**

- Doors
  - Two (Regular Cab only)
  - Four (SuperCab/Crew Cab only)
- Front License Plate Bracket
- Glass
  - Solar-tinted complete (Std. on XL)
  - Privacy (Std. on XLT and Lariat; NA front-seat windows)
- Lamps – Roof marker/clearance

**EXTERIOR (continued)**

- "Three-Blink" lane change signal
- Tow hooks – front, (two) (2)

**INTERIOR**

- Convenience
  - Coat hooks, LH/RH color-coordinated
  - Dash top tray
  - Dome lamp – LH/RH door activated & I/P switch operated w/delay
  - Handles, grab – driver & front-passenger
  - Handles, roof ride – front-passenger (also over rear-doors on Crew Cab)
  - Map lights – dual (front and rear w/Crew Cab)
  - Powerpoint, auxiliary
- Door trim – color-coordinated molded w/grab handle & reflector
- Gauges and Meters – Fuel, Transmission Temperature, Engine Coolant Temperature, Oil Pressure (Gas engine) and Turbo (Diesel engine) Gauges; Speedometer, Odometer and Tachometer
- Headliner – color-coordinated cloth
- Hood release
- Horn – dual electric
- Instrument panel – color-coordinated w/glove box, four (4) air registers w/positive shut-off, powerpoint and upfitter switches
- Instrumentation Center – Multi-function switch message center display with Ice Blue® Lighting (three (3) button message control on steering wheel for XL and XLT; five (5) button for Lariat)
- Scuff plates – color-coordinated
- Windshield wipers – intermittent

**SAFETY/SECURITY**

- Airbags
  - Driver and Passenger frontal and side airbag/curtain
  - Passenger side airbag deactivation switch (Regular Cab/SuperCab)
- Child tethers (Regular Cab front-passenger and all rear-seating positions)
- Safety Belts
  - Belt-Minder® (front safety belt reminder) – chime and flashing warning lights on I/P if belts not buckled
  - Color-coordinated safety belts w/height adjustment (front-outboard seating positions only)
- SOS Post-Crash Alert System™

The following features are standard on selected 2016MY SUPER DUTY® Chassis Cab vehicles:

POWERTRAIN/FUNCTIONAL	XL	XLT	LARIAT
<b>Engine</b>			
6.2L 2 Valve Gas SOHC EFI NA V8 (Flex-Fuel) (F-350)	●	●	●
6.8L 3 Valve Gas SOHC EFI NA V10 (F-450)	●	●	●
6.7L 4 Valve OHV Power Stroke® V8 Turbo Diesel B20 (F-450/F-550) (includes split-shaft calibration compatibility)	●	●	●
<b>Transmission</b>			
TorqShift® Five-Speed Automatic (6.8L Gas engine only; F-450 and F-550 XL/XLT)	●	●	●
TorqShift® Six-Speed Automatic w/SelectShift® Automatic (6.2L Gas engine only; F-350 SRW/DRW XL/XLT/Lariat) (6.7L Power Stroke® Diesel engine only; F-450 and F-550 Lariat)	●	●	●
<b>Alternator</b>			
157 Amp heavy-duty (6.2L Gas engine only) (F-350 SRW/DRW XL/XLT)	●	●	●
175 Amp heavy-duty (6.8L Gas engine only) (F-450 and F-550 XL/XLT)	●	●	●
200 Amp extra heavy-duty (standard on F-450 and F-550 Lariat; required on XL/XLT w/combination of 6.7L Power Stroke® Diesel engine and standard Upfitter Switches)	●	●	●
<b>Axle</b>			
Monobeam front axle w/coil spring suspension (F-350 4x4, F-450 and F-550)	●	●	●
Independent Twin-I-beam front axle w/coil spring suspension (F-350 4x2)	●	●	●
<b>Battery</b>			
750 CCA, 78 AH, dual (6.7L Power Stroke® Diesel engine only) (standard Lariat F-450 and F-550; this battery is also applicable when the diesel engine is selected per optional availability)	●	●	●
750 CCA, 78 AH (6.8L Gas engine only) (XL/XLT F-450 and F-550; NA F-350)	●	●	●
650 CCA, 72 AH (6.2L Gas engine only) (F-350 SRW/DRW)	●	●	●

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● = Available

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**2016 SUPER DUTY® CHASSIS CAB  
(F-350CC / F-450CC / F-550)  
STANDARD EQUIPMENT**

<b>POWERTRAIN/FUNCTIONAL (continued)</b>	<b>XL</b>	<b>XLT</b>	<b>LARIAT</b>
<b>Fuel Tanks</b>			
28 gallon mid ship (F-350 SRW w/68D Payload Downgrade Pkg.)	•	•	•
40 gallon aft axle (F-350 SRW/F-350 DRW/F-450/F-550; NA with 68D Payload Downgrade Pkg. on F-350 SRW)	•	•	•
<b>KEY EXTERIOR FEATURES</b>			
<b>Bumper – Front</b>			
Black painted steel w/grained MIC top cover and black lower air dam	•		
Chrome w/grained MIC top cover and black lower air dam		•	•
<b>Grille</b>			
Black MIC	•		
Chrome – 2 Bar		•	•
<b>Handles, Door</b>			
Black	•	•	
Body-color			•
<b>Headlamps/Lamps</b>			
Dual-beam jewel effect halogen headlamps	•	•	•
Fog lamps			•
Roof Marker/Clearance Lamps (F-350 DRW & F-450)	•	•	•
<b>Mirrors</b>			
Manually Telescoping two-way fold trailer tow with manual glass	•		
Manually Telescoping two-way fold trailer tow with power/heated glass, heated convex spotter mirror, integrated clearance lamps/turn signals		•	
Power Scope® power telescoping, power fold-away trailer tow with power/heated glass, heated convex spotter mirror, integrated clearance lamps/turn signals			•
<b>Wheels (SRW)</b>			
17" Argent Painted Steel w/painted hub covers/center ornaments (F-350)	•		
17" Cast Aluminum w/bright hub covers/center ornaments (F-350)		•	
18" Bright Machined Cast Aluminum w/bright hub covers/center ornaments (F-350)			•
<b>Wheels (DRW)</b>			
17" Argent Painted Steel (hub covers/center ornaments not included) (F-350)	•	•	
17" Forged Polished Aluminum w/bright hub covers/center ornaments (F-350)			•
19.5" Argent Painted Steel (hub covers/center ornaments not included) (F-450/F-550)	•	•	
19.5" Forged Polished Aluminum w/bright hub covers/center ornaments (F-450/F-550)			•
<b>Windows and Glass</b>			
1 <sup>st</sup> Row (front-seat) – Manual	•		
1 <sup>st</sup> Row (front-seat) – Power w/one-touch up/down		•	•
2 <sup>nd</sup> Row (rear-seat) – Manual	•		
2 <sup>nd</sup> Row (rear-seat) – quarter, flip out	•(2)	•(2)	•(2)
2 <sup>nd</sup> Row (rear-seat) – Power		•(3)	•(3)
Rear (backlight) – Fixed	•	•	
Rear (backlight) – Power-sliding w/defrost			•
Solar-tinted glass (complete)	•		
Privacy glass, (rear backlight on all cabs; 2 <sup>nd</sup> Row (rear-seat) windows on SuperCab and Crew Cab. Other glass is solar-tinted.)		•	•
<b>KEY INTERIOR FEATURES</b>			
<b>Air Conditioning</b>			
Manual	•	•	
Dual-Zone Electronic Automatic Temperature Control (DEATC)			•

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**2016 SUPER DUTY® CHASSIS CAB  
(F-350CC / F-450CC / F-550)  
STANDARD EQUIPMENT**

KEY INTERIOR FEATURES (continued)	XL	XLT	LARIAT
<b>Audio</b>			
AM/FM stereo with digital clock and two (2) speakers	•		
AM/FM stereo with Single-CD/MP3 player, digital clock and four (4) speakers		•	
Premium AM/FM stereo with Single-CD/MP3 player, eight (8) speakers and subwoofer			•(2)
Premium Sony® Audio with Single-CD/MP3 player, eight (8) speakers, subwoofer and rear amplifier			•(3)
Auxiliary audio input jack		•	
SiriusXM Satellite Radio (SiriusXM U.S. Satellite Service is available in the 48 contiguous United States and D.C.)		•	•
SYNC® with MyFord® – Voice-activated Communications and Entertainment System – 911 Assist®, Vehicle Health Report (VHR), Traffic, Directions and Information Services <b>Note:</b> SYNC® Services available for \$60 annual subscription fee – One (1) USB port and compass – AppLink™ – Three (3) button message control on steering wheel		•	
SYNC® w/MyFord Touch® and SYNC® Services – SYNC® Voice-activated Communications and Entertainment System – 911 Assist®, Vehicle Health Report (VHR) and compass – SYNC® Services – Traffic, Turn-by-Turn Directions, Business Search, Send to SYNC® from Mapquest®, News, Sports, Weather, Horoscopes <b>Note:</b> SYNC® Services receives a complimentary one (1) year prepaid subscription. – Instrumentation – integrated 8" Color LCD Touch Screen in center stack (See Instrument Center section below for additional related equipment)			•
<b>Cupholders</b>			
Dual, instrument panel-mounted (4x4 req. ESOF on XL/XLT)	•	•	•
Integrated w/armrest on rear seat		•(3)	•(3)
<b>Door Trim</b>			
Armrest, grab handle and reflector	•		
Soft armrest, grab handle, power window/lock switches and reflector; front map pockets on Regular Cab and SuperCab; front and rear map pockets on Crew Cab		•	•
<b>Floor Covering</b>			
Black vinyl	•		
Color-coordinated carpet and carpeted floor mats (includes rear mats on SuperCab & Crew Cab) (deleted when all-weather floor mats are ordered)		•	•
<b>Instrumentation Center</b>			
Multi-function switch message center display with Ice Blue® Lighting; three (3) button message control on steering wheel. Compass display standard on XLT.	•	•	
4.2" LCD Productivity Screen display includes compass and menus for Gauge Setup, Trip Computer, Fuel Economy and Towing/Off-Road applications (five (5) button message control on steering wheel) (included with SYNC® w/MyFord Touch® and SYNC® Services)			•
Manual door locks and windows	•		
Overhead Console – with dual storage bin and map lights (NA Regular Cab)	•(2,3)	•(2,3)	•
<b>Power Equipment</b>			
Accessory delay		•	•
Door locks w/backlit switches		•	•
Windows w/backlit switches		•	•
<b>Powerpoint and Inverter Outlet</b>			
One (1) Powerpoint in front center under-seat storage		•	
One (1) Powerpoint in 2 <sup>nd</sup> row under-seat storage		•	•
Two (2) Powerpoints in instrumentation center	•	•	•
Two (2) Powerpoints in rear side of Flow-through Console			•
110v/150w Inverter outlet in rear side of Flow-through Console			•
110v/150w Inverter outlet in IP			•
<b>Rearview Mirror</b>			
11.5" day/night	•	•	
Electrochromic self-dimming			•
<b>Seats (Front)</b>			
HD vinyl, 40/20/40 split bench w/center armrest, cupholder and storage	•		
Cloth, 40/20/40 split bench, 20% center under-seat storage, w/center armrest, cupholder and storage		•	
Premium Leather seating surfaces, 40/Console/40			•
Manual lumbar support, driver's side	•	•	
Power driver & front-passenger seats 10-Way (six-way power-adjustable track, two-way power recline and two-way power lumbar)			•
Four-way adjustable driver/passenger headrests		•	•

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**2016 SUPER DUTY® CHASSIS CAB  
(F-350CC / F-450CC / F-550)  
STANDARD EQUIPMENT**

KEY INTERIOR FEATURES (continued)	XL	XLT	LARIAT
<b>Seats (Rear) SuperCab</b>			
Vinyl, 60/40 fold-up bench seat	•		
Cloth, 60/40 fold-up bench seat		•	
Premium vinyl seating surfaces, 60/40 fold-up bench seat			•
<b>Seats (Rear) Crew Cab</b>			
60/40 bench w/flip-up/fold-down w/2 outboard head restraints and a center head restraint	•		
60/40 bench w/flip-up/fold-down, w/under-seat partitioned lockable storage, 2 outboard head restraints and a center head restraint. 60% driver's side under-seat storage has 12V Powerpoint and dual integrated cupholders in armrest		•	•
Vinyl	•		
Cloth	•	•	
Premium Leather			•
<b>Steering Wheel</b>			
Vinyl - Black	•		
Urethane - Black		•	
Leather-Wrapped - color-coordinated with redundant audio and SYNC® controls			•
Cruise Control (steering wheel-mounted)		•	•
Tilt and Telescoping steering wheel/column	•	•	•
<b>Sun Visors</b>			
Color-coordinated vinyl, driver w/pocket, passenger w/uncovered mirror	•		
Color-coordinated vinyl, both driver and passenger w/covered mirrors		•	
Color-coordinated vinyl; both driver and passenger w/covered illuminated visor vanity mirror			•
<b>SAFETY/SECURITY</b>			
AdvanceTrac® with RSC® (Roll Stability Control™) (F-350 SRW only)	•	•	•
Autolock, Auto unlock, Autolamp/Rainlamp & SecuriCode™ keyless entry keypad			•
Engine Only Traction Control (DRW only)	•	•	•
Perimeter anti-theft alarm and remote keyless entry		•	•
SecuriLock® Passive Anti-Theft System (PATS)		•	•
Trailer Sway Control and Hill Start Assist (F-350 SRW only)	•	•	•
<b>Airbags</b>			
Driver & Passenger side	•	•	•
Passenger-side deactivation switch	•(1,2)	•(1,2)	•(2)

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• = Available

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**PACKAGED OPTIONS/EMISSIONS****XL VALUE PACKAGE (96V)****Availability:**

- Optional on XL

**Not available with:**

- XL Appearance Package (96P)

**Includes:**

- AM/FM Stereo with single-CD/MP3 player, digital clock, four (4) speakers and auxiliary audio input jack
- Bright chrome hub covers and center ornaments (F-350 SRW only)
- Chrome front bumper
- Cruise Control (steering wheel-mounted)

**XL APPEARANCE PACKAGE (96P)****Availability:**

- Optional on XL

**Not available with:**

- XL Value Package (96V)

**Includes:**

- AM/FM Stereo with single-CD/MP3 player, digital clock, four (4) speakers and auxiliary audio input jack
- Bright chrome grille surround with black insert
- Bright chrome hub covers and center ornaments (F-350 SRW Only)
- Chrome front bumper
- Cruise Control (steering wheel-mounted)

**XL DÉCOR GROUP (17F)****Availability:**

- Optional on XL

**Includes:**

- Bright chrome hub covers and center ornaments (F-350 SRW only)
- Chrome front bumper

**POWER EQUIPMENT GROUP (90L)****Availability:**

- Optional on XL
- Standard on XLT and Lariat

**Not available with:**

- Air Conditioning Delete (572)

**Includes:**

- Accessory Delay
- Manually telescoping two-way fold trailer tow mirrors with power/heated glass, heated convex spotter mirror, integrated clearance lamps/turn signals (XL & XLT only)
- MyKey® owner controls feature
- Perimeter Anti-theft alarm
- Power 1<sup>st</sup> row (front-seat) windows w/one-touch up/down
- Power 2<sup>nd</sup> row (rear-seat) windows (Crew Cab)
- Power locks
- PowerScope® power telescoping, power fold-away trailer tow mirrors with power/heated glass, heated convex spotter mirror, integrated clearance lamps/turn signals (Lariat only)
- Remote keyless entry
- SecuriLock® Passive Anti-Theft System (PATS)
- Upgraded door trim panel XL

**Deletes:**

- Passenger side lock cylinder

**Options Available:**

- PowerScope® power telescoping, power fold-away trailer tow mirrors with power/heated glass, heated convex spotter mirror, integrated clearance lamps/turn signals (54F) (XLT only)

**XLT INTERIOR PACKAGE (96I)****Availability:**

- Optional on XLT

**Includes:**

- Power Driver's Seat (six-way)
- Adjustable Pedals (Power)
- Autolamp/Rainlamp
- Autolock/Auto unlock
- SecuriCode™ keyless entry keypad

**LARIAT INTERIOR PACKAGE (96L)****Availability:**

- Optional on Lariat

**Includes:**

- Easy Entry/Exit Memory Driver's Seat Feature
- Memory Power-Adjustable Pedals
- Memory Power Heated/Cooled Driver's Seat
- Memory PowerScope® Trailer Tow Mirrors
- Power Heated/Cooled Passenger Seat
- Remote Start System

**TRAILER TOW PACKAGE (531)****Availability:**

- Optional on XL

**Not available with:**

- Ambulance Prep Packages (47A/47L) or Trailer Brake Controller (52B)

**Includes:**

- Aftermarket trailer brake wiring kit

**NOTE:** *Salespersons Source Book or Ford RV Trailer Towing Guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability.*

**TRAILER TOW PACKAGE – HIGH CAPACITY (535)****Availability:**

- Optional on all F-450 and F-550

**Not available with:**

- Ambulance Prep Packages (47A/47L)

**Requires:**

- 6.7L Power Stroke® Diesel engine (99T)
- 4.30 Limited-slip rear axle (X4L) available on F-450 (or F-550 w/Base Payload or Payload Downgrade Package (68D))
- 4.88 Limited-slip rear-axle (X8L) available on F-550 w/Payload Plus Upgrade Package (68M)

**Includes:**

- Trailer brake wiring kit (not included if 52B Trailer Brake Controller is ordered)
- Increase GCW on diesel engine from 26,000 lbs. to 30,000 lbs. (F-450)
- Increase GCW on diesel engine from 26,000 lbs. to 35,000 lbs. (F-550)
- Upgraded rear-axle
- Trailer brake controller not included

**NOTE:** *Salesperson's Portfolio or Trailer Towing Guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability. See Supplemental Reference for vehicle height consideration.*

## PACKAGED OPTIONS/EMISSIONS

### SNOW PLOW PREP PACKAGE (473)

**Availability:**

- Optional on all Chassis Cabs

**Not available with:**

- Heavy-Service Front Suspension Package (67H), Extra Heavy-Service Suspension Package (67X), Ambulance Prep Packages (47A/47L) or Fire/Rescue Prep Package w/EPA Special Emissions – For Diesel Engine (47J)

**Requires:**

- 4x4 (F-350 only)

**Includes:**

- Alternator:
  - XL and XLT; Heavy-Duty w/6.2L and 6.8L gas engines, Extra Heavy-Duty w/6.7L Power Stroke® Diesel engine
  - Lariat; Extra Heavy-Duty is standard
- Pre-selected springs (See Order Guide Supplemental Reference for springs/FGAWR of specific vehicle configurations)

**Options Available:**

- Dual Alternators (67A) (diesel only)

**NOTE 1: Restrictions apply; see Supplemental Reference or Body Builders Layout Book for details.**

**NOTE 2: Also allows for the attachment of a winch**

### HEAVY-SERVICE FRONT SUSPENSION PACKAGE (67H)

**Availability:**

- Optional on all Chassis Cabs

**Usage:**

- Recommended only on vehicles which will permanently utilize aftermarket equipment such as heavy-duty winches, brush guards or other apparatus which loads the front axle to the specified Gross Axle Weight Rating (GAWR).

**Not available with:**

- Ambulance Prep Packages (47A/47L), Fire/Rescue Prep Package w/EPA Special Emissions – For Diesel Engine (47J), Snow Plow Prep Package (473) or Extra Heavy-Service Suspension Package (67X)

**Includes:**

- Heavy-service front springs. (Pre-selected. See Order Guide Supplemental Reference for springs/FGAWR of specific vehicle configurations.)

**NOTE 1: May result in a deterioration of ride quality.**

**NOTE 2: Vehicle ride height will increase w/the addition of this package**

### EXTRA HEAVY-SERVICE SUSPENSION PACKAGE (67X)

**Availability:**

- Optional on all Chassis Cabs

**Usage:**

- Recommended only on vehicles which will permanently utilize aftermarket equipment such as heavy-duty winches, brush guards or other apparatus which loads the front axle to the specified Gross Axle Weight Rating (GAWR).

**Not available with:**

- Ambulance Prep Packages (47A/47L), Fire/Rescue Prep Package w/EPA Special Emissions – For Diesel Engine (47J), Snow Plow Prep Package (473) or Heavy-Service Front Suspension Package (67H)

**Includes:**

- Extra heavy-service front springs (Pre-selected. See Order Guide Supplemental Reference for springs/FGAWR of specific vehicle configurations.)

**NOTE 1: May result in a deterioration of ride quality.**

**NOTE 2: Vehicle ride height will increase w/the addition of this package**

### AMBULANCE PREP PACKAGE (47A)

**Availability:**

- Optional on XL and XLT (Fleet Only)

**Usage:**

- Incomplete vehicle package – req. further manufacture and certification by a final stage manufacturer
- Ford vehicles are suitable for producing ambulances only if equipped w/the Ford Ambulance Prep Package. In addition, Ford urges ambulance manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builders Layout Book (and pertinent supplements).
- Using a Ford vehicle without the Ford Ambulance Package to produce an ambulance voids the Ford warranty

**Not available with:**

- Snow Plow Prep Package (473), Trailer Tow Package (531), Trailer Tow Package – High Capacity (535), Heavy-Service Front Suspension Package (67H), Extra Heavy-Service Suspension Package (67X), Passenger Airbag Delete (557), Air Conditioning Delete (572), Ambulance Prep Package w/Special Emissions (47L) or Fire/Rescue Prep Package w/EPA Special Emissions – For Diesel Engine (47J)

**Requires:**

- 6.7L Power Stroke® Diesel engine (99T)

**Includes:**

- Dual Heavy-Duty Alternators (67A)
- Max Front Springs/GAWR rating for configuration selected
- Operator Commanded Regeneration (OCR)
- "Standard" width axle included w/F-350 SRW
- "Wide track" axle included w/F-350 DRW (X4W)

**Options Available:**

- Electronic-locking rear-axle optional w/F-350 SRW
- "Standard" width 4.10 Limited-slip rear-axle w/DRW (X4N)

**NOTE: Stationary Elevated Idle Control (SEIC) has been integrated into the engine control module.**

### AMBULANCE PREP PACKAGE W/EPA SPECIAL EMERGENCY VEHICLE EMISSIONS (47L)

**Availability:**

- Optional on XL and XLT (Fleet Only)

**Usage:**

- Incomplete vehicle package – req. further manufacture and certification by a final stage manufacturer
- Ford vehicles are suitable for producing ambulances with special emissions only if equipped w/the Ford Ambulance Prep Package w/EPA Special Emergency Vehicle Emissions. In addition, Ford urges ambulance manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builders Layout Book (and pertinent supplements).
- Using a Ford vehicle without the Ford Ambulance Package w/EPA Special Emergency Vehicle Emissions to produce an ambulance with special emissions voids the Ford warranty

**Not available with:**

- Snow Plow Prep Package (473), Trailer Tow Package (531), Trailer Tow Package – High Capacity (535), Heavy-Service Front Suspension Package (67H), Extra Heavy-Service Suspension Package (67X), Passenger Airbag Delete (557), Air Conditioning Delete (572), Ambulance Prep Package (47A) or Fire/Rescue Prep Package w/EPA Special Emissions – For Diesel Engine (47J)

**Requires:**

- 6.7L Power Stroke® Diesel engine (99T)

**Includes:**

- Dual Heavy-Duty Alternators (67A)
- Max Front Springs/GAWR rating for configuration selected
- Operator Commanded Regeneration (OCR)
- "Standard" width axle included w/F-350 SRW
- "Wide track" axle included w/F-350 DRW (X4W)

**Options Available:**

- Electronic-locking rear-axle optional w/F-350 SRW
- "Standard" width 4.10 Limited-slip rear-axle w/DRW (X4N)



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Custom Truck Equipment for the Utility, Construction, Municipal and Refuse Industries  
 Quotation # 021816-087 February 18, 2016

City of Waconia  
 310 E. 10<sup>th</sup> St.  
 Waconia, MN 55387  
 Attn: Mr. Doug Bode

Mr. Bode,

In response to your request for a price quotation on a new service body to fit your single rear wheel 2016 Ford F-350 cab/chassis with a 60" C/A, we are pleased to submit the following for your consideration (per MN State Contract #102049):

- 1.06 Contoured body for a Single Rear Wheel 60" CA application
  - Chassis CA Dimension – 60"
  - Body Length – 108"
  - Body Width – 82.75"
  - Body Height – 42"
  - Compartment Depth – 15"
  - Make & Model Brand FX BFXB – 60LS.....\$ 6,315.00
  - Installation of Utility/Service Body as per spec 1.4.....\$ 675.00
  - Price of FMVSS 108 lighting package.....Inc.
  - Installation of FMVSS 108 lighting package.....Inc.
  - Warranty.....One Year
- 1.12.3 Galvanized sure step with pintle recess - Single rear wheel.....Price: \$ 450.00
- 1.12.6 Installation of bumper.....Price: \$ 150.00
- 1.6.1 1/8" Aluminum treadplate floor.....Included
- 1.5.5 Fibreglo flexible tubular lighting on 3 sides of compartment wired to OEM cab switch (\$75 per compartment x 6).....Price: \$ 450.00
- 1.9.11 Furnish and install Berg 7-way (RV type) trailer socket and boot with weatherproof connection.....Price: \$ 78.00
- 1.24.3 Paint body in lieu of gelcoat – Customer must provide color code before body order can be placed.....Price: \$ 2,171.00
- 1.13.4 Class IV receiver hitch installed and reinforced for towing (includes adjustable hitch plate).....Price: \$ 485.00
- Misc. 2-5/16" pintle/ball combination hitch-installed.....Price: \$ 160.00
- 1.11.1 10" aluminum tailgate with automotive style latch.....Price: \$ 260.00

- 1.9.7 Punched aluminum head ache rack.....Price: \$ 445.00
- 1.9.20 Aluminum rock guards at front of body (both sides).....Price: \$ 45.00
- 1.14.2 Load wall liner, aluminum (\$247 per side x 2) BFXB 60.....Price: \$ 494.00
- 1.21.1 Stainless steel grab handle - mounted (1) each side at rear of body  
(\$32 each x 2).....Price: \$ 64.00
- 1.9.4 Punched aluminum shovel basket 8" H x 15" W x 85" L - curbside....Price: \$ 390.00
- 1.9.25 Furnish and install rear mud flap (set).....Price: \$ 125.00
- 1.10.2 Recessed floor tie down - (1) each in corner of cargo floor (\$60 each  
x 4).....Price: \$ 240.00
- 1.22.4 LED amber warning flashers on body - (1) on each corner of body  
and (2) surface mounted on grille. Body flashers on separate OEM  
switch than grille flashers (\$235 each x 6).....Price: \$ 1,410.00
- Misc. (1) Whelen TAD6 Dominator traffic advisor mounted on rear side  
of cab guard with TADCTL1 controller mounted in cab.....Price: \$ 1,002.00
- Misc. (1) Whelen R1LPHPA lightbar mounted on top of cab guard wired  
to OEM cab switch.....Price: \$ 538.00
- 1.23.13 Labor charge for custom modification; furnish and install aluminum  
pipe rack on curbside cargo wall per customer spec (\$108 per hour  
rate x 3).....Price: \$ 324.00

INDIVIDUALIZED COMPARTMENTATION

STREETSIDE:

- S1 - Misc. AG Body cabinet 27"W x 12"D with (4) 3"H drawers at top  
and (1) 7"H at bottom.....Price: \$ 1,250.00
- S2 - 1.3.1 (1) adjustable fiberglass shelf.....Price: \$ 98.00  
1.3.7 Divider pack for fiberglass shelves (4 dividers).....Price: \$ 12.00
- S3 - 1.3.3 (3) adjustable fiberglass shelves.....Price: \$ 297.00  
1.3.7 Divider pack for fiberglass shelves (4 dividers) (\$12/pack x 3).Price: \$ 36.00

CURBSIDE:

- C1 - 1.3.2 (2) adjustable fiberglass shelves.....Price: \$ 198.00  
1.3.7 Divider pack for fiberglass shelves (4 dividers) (\$12/pack x 2).Price: \$ 24.00
- C2 - 1.3.1 (1) adjustable fiberglass shelf.....Price: \$ 98.00  
1.3.7 Divider pack for fiberglass shelves (4 dividers).....Price: \$ 12.00
- C3 - 1.3.3 (3) adjustable fiberglass shelves.....Price: \$ 297.00

1.3.7 Divider pack for fiberglass shelves (4 dividers) (\$12/pack x 3).Price: \$ 36.00

**TOTAL PRICE AS DESCRIBED, FOB HOPKINS, MN.....\$ 18,269.00**

OPTIONS:

1.9.16 Furnish and install adjustable halogen spot-flood light (Betts model 305-F) - (1) each side on cab guard (\$283 each x 2).....Add: \$ 566.00

1.5.4 Dash mounted indicator master switch for work lights.....Add: \$ 89.00

11.2.7 DSI-12/1500N Dimension heavy duty 1500 watt pure sine inverter w/fuse installed on S3 compartment bottom (see required cable below).....Add: \$ 2,158.00

11.2.26 CABLE Inverter cable required above 15' length (\$14.00/ft x 10).....Add: \$ 140.00

Misc. Vice table and 8" Wilton vice mounted on curbside of rear bumper.....Add: \$ 533.00

Misc. Add shore power capability to inverter with plug at front of truck.....Add: \$ 276.00

**ABOVE PRICES DO NOT INCLUDE ANY APPLICABLE TAX(ES)**

Thank you for your continued interest in ABM Equipment & Supply, LLC. We hope this information will allow you to place this business with us. If you have any questions, please do not hesitate to contact Steve Anderson.

Best regards,



Sam Fahey  
Sales Coordinator



## REQUEST FOR CITY COUNCIL ACTION

<b>Meeting Date:</b>	February 29, 2016
<b>Item Name:</b>	Authorize the Purchase of Used Caterpillar Forklift for Facility Use From Quality Forklift Sales & Service, Inc. in the Amount of \$15,300.00; CIP Project 2016-395
<b>Originating Department:</b>	Public Services
<b>Presented by:</b>	Craig Eldred, Public Services Director
<b>Previous Council Action (if any):</b>	January 4, 2016 Authorize of City Staff to Obtain Mobile and Fixed Equipment Pricing for 2016 as Outlined in Memo

<b>Item Type (X only one):</b>	Consent	<input checked="" type="checkbox"/> X	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 2016-55; Authorize the Purchase of Used Caterpillar Forklift for Facility Use From Quality Forklift Sales & Service, Inc. in the Amount of \$15,300.00; CIP Project 2016-395

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

The focus of this request for City Council Action is efforts to improve safety and functionality of managing stored equipment and material deliveries. Currently, Public Services utilize skid loaders to store equipment on overhead mezzanine areas and unload large merchandise deliveries at Public Services. As part of this plan \$18,000.00 was set aside for this acquisition within the Capital Improvement Plan for 2016.

Acquisition of a used forklift will allow staff to safely complete equipment, or attachment storage to the overhead mezzanine areas along with improved management of merchandise delivery. Staff obtained three used forklift prices, and visited sites to review the equipment first-hand. Below are the pricing structures obtained:

Forklift Representative	Model & Make	Acquisition Cost
Quality Forklift Sales & Service, Inc.	6000 lbs. Caterpillar	\$15,300.00
Arnold Machinery Company	5000 lbs. Hyster	\$15,900.00
Norm's Forklift Service	5000 lbs. Komatsu	\$15,900.00

Staff recommends award of the forklift purchase to Quality Forklift Sales & Service, Inc. including the forklift at a cost of \$14,950.00, service manuals for the unit and motor for the overall cost of \$15,300.00.

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

**CITY OF WACONIA  
RESOLUTION NO. 2016-55**

**RESOLUTION AUTHORIZING APPROVAL OF THE PURCHASE OF USE CATEPILLAR  
FORKLIFT FOR FACILITY USE FROM QUALITY FORKLIFT SALES & SERVICE, INC IN  
THE AMOUNT OF \$15,300.00; CIP PROJECT 2016-395**

**WHEREAS**, increasing safety concerns for staff to properly place store equipment on the upper mezzanine, and manage deliveries of larger merchandise at Public Services continued to grow; and

**WHEREAS**, staff requested equipment pricing to acquire a formidable forklift unit to improve safety and use for equipment storage and merchandise deliveries as shown below; and

<b>Forklift Representative</b>	<b>Model &amp; Make</b>	<b>Acquisition Cost</b>
Quality Forklift Sales & Service, Inc.	6000 lbs. Caterpillar	\$15,300.00
Arnold Machinery Company	5000 lbs. Hyster	\$15,900.00
Norm's Forklift Service	5000 lbs. Komatsu	\$15,900.00

**WHEREAS**, staffs recommending the forklift acquisition to Quality Forklift Sales & Service, Inc. for the amount of \$15,300.00.

**NOW, THEREFORE, BE IT RESOLVED** That the City Council of the City of Waconia hereby authorizes approval of the purchase of used Caterpillar forklift for facility use from Quality Forklift Sales & Service, Inc. in the amount of \$15,300.00; CIP Project 2016-395.

Adopted by the City Council of the City of Waconia this 29th day of February, 2016.

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

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

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



February 10, 2016

Attn: Don Moldenhauer  
City of Waconia  
310 10<sup>th</sup> Street East  
Waconia MN 55387

Arnold Machinery Company is pleased to present the following investment proposal:

Make: Hyster  
Model: H50FT Fortis Pneumatic Series Lift Truck  
Year of Manufacture: 2006  
Original Service Meter Hours: 2873 hours

**Description:**

- 5,000 lbs capacity at a 24" Load Center (Basic Capacity).
- Cowl-Mounted Hydraulic control valve/levers.
- Engine: Lp-gas powered, swing out tank for ease of changing/filling.
- Existing Solid-Pneumatic Tires, Drive Size 7.00 X 12 Steer size 6.00 X 9.
- Full Free Triple Mast Type with 189" lift height, 88" lowered height, 57" free lift (approx).
- Class two Hook Type Carriage with sideshift feature
- Additional included options on this lift truck: Audible back-up alarm, two forward lights, one rearward light.
- **Fortis features: Continuous Stability System, 0-ring faced seals on hydraulic fittings, double-sealed electrical connections with Ingress Protection (IP) rating of 66, Hyster-Built Patented DuraMatch electronically controlled transmission.**
- Condition: Rent Ready.
- Lift Truck Is In Stock, Subject To Prior Sale.

**Investment: \$ 15,900.00 plus sales tax F.O.B. Delivered**

Proposed By:

Accepted By:

*Randy Sabatka*

\_\_\_\_\_ Date \_\_\_\_\_

**SILVER SERVICE® POLICY**

At Arnold Machinery Company, NO SALE is ever final until you are satisfied, and when we say it we mean it. Our policy is plain and simple **CUSTOMER SATISFACTION IS OUR ONLY POLICY®**. No fine print. No disclaimers. Only total and complete customer satisfaction with our products and our service.

Arnold Machinery Company • 2985 Lone Oak Circle • Eagan, MN 55121 • 651-905-7025  
[www.arnoldmachineryMH.com](http://www.arnoldmachineryMH.com)

## Don Moldenhauer

---

**From:** Norm Boll <nfs.boll@gmail.com>  
**Sent:** Friday, February 12, 2016 4:00 PM  
**To:** Don Moldenhauer  
**Subject:** Re: 5000 LB komatsu lp 188lift 48inch forks with fork positioner no need to slide forks done by push button this is a recondition forklift price 15900.00  
**Attachments:** IMG\_0759 (1).JPG

Hi Don,

Below is the information, and the picture is attached:

YR2011

5000 LB komatsu lp 188lift 48inch forks with fork positioner - no need to slide forks, done by push button

This is a recondition forklift

Price: \$15900.00

Thanks,  
Norm

On Fri, Feb 12, 2016 at 1:34 PM, Don Moldenhauer <[dmoldenhauer@waconia.org](mailto:dmoldenhauer@waconia.org)> wrote:

Hi Norm;

I just got the subject but no quote

**From:** Norm Boll [<mailto:nfs.boll@gmail.com>]  
**Sent:** Friday, February 12, 2016 1:14 PM  
**To:** Don Moldenhauer  
**Subject:** 5000 LB komatsu lp 188lift 48inch forks with fork positioner no need to slide forks done by push button this is a recondition forklift price 15900.00

--

**Norman Boll**





587 Citation Drive | Shakopee, MN 55379  
Phone (952) 895-9918 | Fax (952) 895-9036  
www.qualityforklift.com

## SALES PROPOSAL

TO: City of Waconia  
ATTN: Don Moldenhauer  
ADDRESS: 310 10th Street East  
Waconia, MN 55387  
PHONE: 952-442-2615 x 1103  
FAX: 952-442-4963  
EMAIL: dmoldenhauer@waconia.org

DATE: 2/9/2016

Don, please review the following proposal. If you have any questions contact me anytime.

MAKE: Caterpillar Sitdown Forklift	PRICE: \$14,950.00,
MODEL: C6000	Delivered, Plus Tax
YEAR: 2009	
FORKS: 42"	
MAST: 89" Down	
199" Raised	
3-Stage	
ENGINE: LP	
TRANSMISSION: Automatic	
CAPACITY: 6,000lbs	
TIRES: New Traction Drives, New Smooth	
ATTACHMENTS: Side Shift, New Paint Job, Refurbished	

COMMENTS: This Unit Is In Stock  
Hours: 4,476  
Warranty: 30 Day Complete

Thank you,  
Matt Malone  
Sales Representative  
Cell (612) 366-5369  
mmalone@qualityforklift.com

Accepted By: \_\_\_\_\_ Purchase Order: \_\_\_\_\_ Date: \_\_\_\_\_

*Our mission at Quality Forklift is to provide customers with quality service and sales and fair prices, in a timely manner. We realize the importance of good running equipment to our customer's bottom line and operation. Therefore, we only sell quality equipment and provide the best service possible.*

Quality Forklift Sales & Service, Inc.  
Matt Malone  
Office: 952-895-9918  
Cell: 612-366-5369





## REQUEST FOR CITY COUNCIL ACTION

<b>Meeting Date:</b>	February 29, 2016				
<b>Item Name:</b>	Repayment of Interfund Loan – TIF District No. 2 – Auburn Meadows				
<b>Originating Department:</b>	Finance				
<b>Presented by:</b>	Nicole Lueck				
<b>Previous Council Action</b> (if any):	Resolution 2011-157: Resolution Authorizing an Interfund Loan for Advance of Certain Costs in Connection with Tax Increment Financing District No. 2 (Auburn Meadows)				
<b>Item Type (X only one):</b>	Consent	<input checked="" type="checkbox"/>	Regular Session	<input type="checkbox"/>	Discussion Session

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

Adopt Resolution 2016-56, Approving Repayment of Interfund Loan from TIF District No. 2 – Auburn Meadows to General Fund

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

In review of the City’s fund established for Tax Increment Financing (TIF) District No. 2 – Auburn Meadows, it was found that the fund has sufficient cash to repay the General Fund for the interfund loan originally established for the district. Increment started being paid in the district in 2014.

On October 3, 2011, the City Council approved the interfund loan from the General Fund so that certain expenditures including publication and legal fees could be paid. The loan was not made to the fund until 2013 because expenses did not accrue until then. The loan was to be repaid to the General Fund with interest when the fund had sufficient cash. The original resolution states that the City Council must take action for repayment of the loan.

The interfund loan amount is \$1,000. As of February 23, 2016, the TIF District No. 2 fund had a cash balance of \$27,032.91. The interest rate established in the resolution was 4.0%. The total interest to be paid to the General Fund for the loan based on the loan date of December 10, 2013 is \$85.92.

Staff recommends repayment of the interfund loan with interest to the General Fund effective Monday, February 29, 2016.

***FINANCIAL IMPLICATIONS:***

Funding Sources & Uses: TIF District No. 2 – Auburn Meadows (411) & General Fund (101)

Budget Information:

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

***ADVISORY BOARD RECOMMENDATIONS:***

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

**CITY OF WACONIA  
RESOLUTION NO. 2016-56**

**RESOLUTION APPROVING REPAYMENT OF INTERFUND LOAN FROM TIF  
DISTRICT NO. 2 – AUBURN MEADOWS TO GENERAL FUND**

**WHEREAS**, City staff has determined there is sufficient cash in the fund established for TIF District #2 – Auburn Meadows to repay the interfund loan from the General Fund; and

**WHEREAS**, Resolution 2011-157 approving the interfund loan states that the City Council must take action for the loan to be forgiven; and

**WHEREAS**, the interfund loan was paid from the General Fund on December 10, 2013 and must be repaid at an interest rate of 4.0%; and

**WHEREAS**, the total interfund loan is \$1,000 and the total interest revenue to be recognized in the General Fund is \$85.92.

**NOW, THEREFORE, BE IT RESOLVED** the City Council of the City of Waconia hereby approves repayment of the interfund loan with interest from TIF District No. 2 – Auburn Meadows to the General Fund effective on the date of this resolution.

Adopted by the City Council of Waconia, Minnesota this 29<sup>th</sup> day of February, 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>	February 29, 2016				
<b>Item Name:</b>	2016 Proposed 1 <sup>st</sup> Quarter Budget Amendments				
<b>Originating Department:</b>	Finance				
<b>Presented by:</b>	Nicole Lueck				
<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 2016-57, Approving 2016 1<sup>st</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 and Sewer Utility funds. The budget amendments include a reclassification of part time wages and an interfund transfer in that needs to be budgeted to ensure balanced transfers. 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) &amp; Sewer Fund (602)</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>Budgeted</td> </tr> <tr> <td style="text-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	
	Budgeted						
<b>X</b>	Non Budgeted						
	Amendment Required						

**CITY OF WACONIA  
RESOLUTION NO 2016-57**

**RESOLUTION APPROVING 2016 1<sup>st</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**, Additional revised interfund transfers in were not included in the original approval and need to be added; and

**WHEREAS**, Additional revised expenditures for wages need to be revised to mirror previous year activity; 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 1<sup>st</sup> Quarter Budget Amendments as proposed.

Adopted by the City Council of the City of Waconia this 29<sup>th</sup> day of February, 2016.

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

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

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

**2016 1st Quarter Administration Budget Amendments**

Amendment Amount/Current Budget/New Budget

**"EXHIBIT A"**

Department	Line Item	Amount	Current Budget	New Budget	Revenue Expense	Description
Administration	Part Time Wages	\$ (9,500.00)	\$ 9,500.00	\$ -	Expense	Wages for election judges budgeted in part time wages instead of election judge line item. Moving to election judge expense account to ensure consistency with prior years.
Administration	Election Judges	\$ 9,500.00	\$ -	\$ 9,500.00	Expense	Wages for election judges budgeted in part time wages instead of election judge line item. Moving to election judge expense account to ensure consistency with prior years.
Sewer	Interfund Transfer In	\$ 41,900.00	\$ -	\$ 41,900.00	Revenue	An interfund transfer out was budgeted for from the Clearwater Shores HIA Fund (420) to the Sewer Fund for Repayment of the Interfund Loan. However, there was no interfund transfer in budgeted in the Sewer Fund (602). This amendment will balance interfund transfers.
Sewer	Fund Balance		\$ 41,900.00	\$ 41,900.00	Fund Balance	An interfund transfer out was budgeted for from the Clearwater Shores HIA Fund (420) to the Sewer Fund for Repayment of the Interfund Loan. However, there was no interfund transfer in budgeted in the Sewer Fund (602). This amendment will balance interfund transfers.



## REQUEST FOR CITY COUNCIL ACTION

<b>Meeting Date:</b>	February 29, 2016
<b>Item Name:</b>	Declare 1978 Ford F-250 and attached equipment Surplus equipment
<b>Originating Department:</b>	Fire Department
<b>Presented by:</b>	Mark Morse, Fire Chief

**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 No. 2016-58, Accepting declaration of the 1978 Ford F-250 surplus equipment and authorize advertisement for sale.*

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

The Waconia Fire Department Capital Improvement Plan identified the 1978 Ford F-250 Grass Rig for replacement in 2015. The replacement vehicle has been placed in service and ready to respond to emergencies. We are proposing to advertise the 1978 Ford for sale with a minimum bid of \$1,000. We are asking that the Fire Chief be authorized to accept the highest bid or decline any or all bids as received if the minimum bid is not received. It will be advertised and sold as is with no warranty locally and on the League of Minnesota web site and Minnesota State Fire Chief's Association web site. Proceeds from the sale will be returned to the Capital Equipment fund and utilized as needed. Loose equipment from this vehicle was utilized on the replacement vehicle.

**FINANCIAL IMPLICATIONS:**

Funding Sources & Uses: Capital Equipment 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

CITY OF WACONIA  
RESOLUTION NO. 2016-58

**RESOLUTION DECLARING THE 1978 FORD F-250 PICKUP WITH TANK,  
PUMP, AND WARNING DEVICES SURPLUS EQUIPMENT**

**WHEREAS,** The Waconia Fire Department has identified the need for replacement of the 1978 Ford Wildland Fire Apparatus; and

**WHEREAS,** The truck has served beyond its useful life; and

**WHEREAS,** The Fire Department has placed into service its replacement.

**NOW THEREFORE, BE IT RESOLVED,** That the City Council of the City of Waconia acknowledges and accepts the recommendation to declare the 1978 Ford F-250 Pick-up and attached equipment surplus and authorizes its advertisement for sale.

Adopted by the City Council of the City of Waconia this 29<sup>th</sup> day of February, 2016.

\_\_\_\_\_  
Jim Sanborn, Mayor

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

M/ \_\_\_\_\_

S/ \_\_\_\_\_

Ayers \_\_\_\_\_  
Carrier \_\_\_\_\_  
Erickson \_\_\_\_\_  
Bloudeck \_\_\_\_\_  
Sanborn \_\_\_\_\_



## REQUEST FOR CITY COUNCIL ACTION

<b>Meeting Date:</b>	February 29, 2016				
<b>Item Name:</b>	Expansion of Premises Definition for Saloon Liquor License				
<b>Originating Department:</b>	Administration				
<b>Presented by:</b>	Susan Arntz, City Administrator				
<b>Previous Council Action (if any):</b>					
<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 No. 2016-59, Revising the definition of premises for the Saloon’s liquor license, subject to the conditions stated.

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

Paul Trnka, owner of the Saloon has requested the ability to expand the premises definition of their liquor license to include the parking lot to the south of their building. Mr. Trnka is planning a wedding on May 21, 2016 and wishes to use this parking lot to erect a tent and serve and sell alcohol in this space during the event. Upon review of the request we have the following findings: the space requested is in close proximity to the bar and there is a current lease for the use of the parking lot.

Mr. Trnka already has a liquor license and we recommend the following conditions be additions to his license:

1. The expansion of the premises definition would be valid for liquor licensing purposes only from as 3 p.m. on May 21, 2016 to 1 a.m. May 22, 2016.
2. A revised insurance certificate must be provided that includes this space.
3. The premises will be staffed at all times that alcohol is dispensed and/or consumed.

<p><b><i>FINANCIAL IMPLICATIONS:</i></b>            Funding Sources &amp; Uses: <b>None</b></p> <p>Budget Information:</p> <table style="width: 100%;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;"> </td> <td style="width: 50%;">Budgeted</td> </tr> <tr> <td style="border-bottom: 1px solid black;"> </td> <td>Non Budgeted</td> </tr> <tr> <td style="border-bottom: 1px solid black;"> </td> <td>Amendment Required</td> </tr> </table>		Budgeted		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						
	Non Budgeted						
	Amendment Required						

**CITY OF WACONIA  
RESOLUTION NO. 2016-59**

**RESOLUTION AMENDING PREMISES DEFINITION FOR LIQUOR LICENSE: SALOON**

**WHEREAS**, on January 4, 2016, the City of Waconia approved a liquor license for the Saloon;  
and

**WHEREAS**, the City has received a request to amend the premises definition for the Saloon to include the parking lot to the south of the facility for an event; and

**WHEREAS**, the amendment to the premise definition would allow for a wedding to occur and for alcohol to be dispensed and consumed on the parking lot area to be included in the definition of premises;

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Waconia, amends the definition of premise with the following conditions:

1. The expansion of the definition of premise will be valid only from 3 p.m. on May 21, 2016 to 1:00 a.m. on May 22, 2016.
2. An updated copy of an insurance certificate describing the premises.
3. The space will be staffed at all times that alcohol is dispensed and/or consumed in the premises.
- 4.

Adopted by the City Council of the City of Waconia this 29<sup>th</sup> day of February, 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>	February 29, 2016				
<b>Item Name:</b>	Use of Streets Request/Trnka Wedding				
<b>Originating Department:</b>	Administration				
<b>Presented by:</b>	Susan Arntz, City Administrator				
<b>Previous Council Action (if any):</b>					
<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 a motion allowing for the closure of the alley.

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

Paul Trnka, owner of the Saloon has requested the ability to close the alley between his two premises to facilitate a tent being placed and a wedding taking place on May 21, 2016. They are requesting the closure of the alley 2:00 p.m on May 22<sup>nd</sup> through Sunday at 5 p.m. They will be submitting a request for a temporary noise permit and a temporary structure permit for the event. In addition, the City Council will also be considering an expansion of the liquor licensed premises for this event.

We have reviewed and recommend approval.

***FINANCIAL IMPLICATIONS:***

Funding Sources & Uses: **None**

**Budget Information:**

Budgeted

Non Budgeted

Amendment Required

***ADVISORY BOARD RECOMMENDATIONS:***

Planning Commission

Parks and Recreation Board

Safari Island Advisory Board

Other



## REQUEST FOR CITY COUNCIL ACTION

<b>Meeting Date:</b>	February 29, 2016				
<b>Item Name:</b>	Contract with Rink Management Services Corporation				
<b>Originating Department:</b>	Administration				
<b>Presented by:</b>	Susan Arntz, City Administrator				
<b>Previous Council Action (if any):</b>	February 1, 2016 - Approval of Contract				
<b>Item Type (X only one):</b>	Consent	<input type="checkbox"/>	Regular Session	X	Discussion Session

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

Approve Resolution 2016-60 , Approving Contract Amendments to Agreements with Rink Management Service Corporation

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

On February 1, the City Council approved a contract with Rink Management Services Corporation for management of the City’s Community Center and Ice Arena. During this month, the City’s Attorney and the City Administrator have had conversations with Rink Management’s attorney over some of the items. There are a couple items that need amendment from the original approval. They include:

- **Recitals:** Added language to clarify that there are two agreements that fit together. Removed language to clarify that we do not occupy the land.
- **Article 2.2:** Added language that allows termination if the School District terminates our Shared Use Agreement and added a requirement that the City would a termination fee equivalent to 8 months of the Annual Fee.
- **Article 5.1:** Removed financial reporting by net revenues by department sources as this is not a beneficial report.
- **Article 6.2:** Clarified that costs associated with an agreement breach are not expenses of the operating costs.
- **Article 6.3:** This has been amended to establish reserve amounts; for the Community Center it will be \$75,000.
- **Article 14.4:**
- **Schedule A, Paragraph 2:** We have updated the dates in the agreement.

We recommend approval of these changes.

<p><b>FINANCIAL IMPLICATIONS:</b></p> <p>Funding Sources &amp; Uses: <b>Safari Island/Ice Arena Cash</b></p> <p>Budget Information:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 10%; border: none;">_____</td> <td style="border: none;">Budgeted</td> </tr> <tr> <td style="border: none;">_____</td> <td style="border: none;">Non Budgeted</td> </tr> <tr> <td style="border: none;">_____</td> <td style="border: none;">Amendment Required</td> </tr> </table>	_____	Budgeted	_____	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						
_____	Non Budgeted						
_____	Amendment Required						

**CITY OF WACONIA  
RESOLUTION NO. 2016-60**

**RESOLUTION APPROVING AMENDMENTS TO CONTRACTS WITH RINK MANAGEMENT SERVICES CORPORATION**

**WHEREAS**, the City of Waconia (the “City”) approved contracts with Rink Management Services Corporation on February 1, 2016; and

**WHEREAS**, the City’s attorney and staff and Rink Management Services Corporation’s attorney and staff have discussed amendments and are recommending amending the previously approved contracts.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Waconia, Minnesota, hereby approves amendments to the Management Services Agreements, described in the staff report dated February 29, 2016.

**BE IT FURTHER RESOLVED**, that the Mayor and City Administrator are hereby authorized and directed to execute said Contract on behalf of the City.

Adopted by the City Council of the City of Waconia this 29<sup>th</sup> day of February 2016.

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

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

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

**RINK MANAGEMENT SERVICES CORPORATION**  
9400 Charter Crossing, Suite D  
Mechanicsville, VA 23116  
804-550-7002

**PROFESSIONAL MANAGEMENT SERVICES AGREEMENT**  
**(Ice Arena)**

This Agreement is made by and between Rink Management Services Corporation, a Virginia Corporation, (RMSC) and the City of Waconia, Minnesota, a Minnesota Municipal Corporation (Owner), hereinafter collectively referred to as the Parties.

**Recitals**

Owner leases and operates the Ice Arena described in the attached Schedule A, together with the land on which it is located and all other improvements located on such land, hereinafter referred to, collectively, as the Facility.

Owner desires to retain a management company to operate and manage the Facility in order to benefit the public’s recreational opportunities, to minimize Owner’s operating costs and to maximize the Facility’s revenue potential. Concurrent with the execution of this Agreement, Owner also desires to enter into a Professional Management Services Agreement with RMSC to manage Owner’s community center facility, hereinafter referred to as the Community Center Agreement.

RMSC operates and manages public ice arena facilities throughout the United States and desires to operate and manage the Facility according to the terms and conditions set forth herein.

Now therefore, in consideration of the mutual promises, terms and conditions contained herein, the Parties hereby contract and agree as follows:

**Article 1**  
**Scope of Services**

- 1.1 Subject to all policies and guidelines that Owner may establish from time to time and consistent with the operation of other similar first class facilities, RMSC shall provide the following management services in compliance with all applicable Federal, State and Municipal laws and regulations:
  - A. Operate and maintain the Facility, its equipment, material and supplies.
  - B. Fully staff the Facility with RMSC’s own employees including a full time general manager acceptable to Owner and supervise their conduct and performance in the

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Initials

operation of the Facility.

- C. Except as expressly provided in this Agreement to the contrary, collect all gross revenues generated by Facility, pay all operating expenses of the Facility and maintain all financial records pertaining to the operation of the Facility.

**Article 2**  
**Term of Agreement**

- 2.1 The initial term of this Agreement shall be as set forth in the attached Schedule A and shall thereafter continue on a year to year term unless terminated by either Party. Termination shall be effective at the end of the initial term or at the end of any continuation thereof upon ninety (90) days advance written notice.
- 2.2 **Owner** may terminate this Agreement immediately by giving written notice of termination to **RMSC** upon the occurrence of any of the following events (collectively, **Terminating Events**):
  - A. Application by **RMSC** for or consent to the appointment of a receiver, trustee or liquidator for all or a substantial part of **RMSC**'s assets, the filing of a voluntary petition in bankruptcy by **RMSC**, the admission in writing by **RMSC** of its inability to pay its debts as they become due, the making by **RMSC** of a general assignment for the benefit of creditors, the filing by **RMSC** of a petition or answer seeking a reorganization, composition or arrangement under any bankruptcy or insolvency laws, or the adjudication by any court of **RMSC** as a bankrupt or insolvent;
  - B. The sale of all or substantially all of the Facility by **Owner** to an independent person or entity not under common control with **Owner**;
  - C. Condemnation, damage or destruction of a portion of the Facility that interferes with the regular and customary operation of the Facility, unless **Owner** elects to undertake the repair, restoration, rebuilding or replacement of such damage or destruction (or such injury caused by such condemnation) within one hundred eighty (180) days after such condemnation, damage or destruction, or failure of **Owner** to diligently complete such restoration or repair;
  - D. Voluntary or involuntary transfer of all or a substantial part of the Facility to any lender or appointment of a receiver for the benefit of such lender for collection of rents;
  - E. In the event of an attempted direct or indirect assignment by **RMSC** of this Management Agreement;
  - F. Failure by the **RMSC** to comply in any respect with any court order or government law, code, order, rule or regulation with respect to the Facility;

- G. ~~After the first twelve months~~Termination of any lease or shared use agreement necessary for the operation of the term of this Agreement, upon Facility; or
- H. Upon not less than one hundred twenty (120) days advance written notice by **Owner** to **RMSC**, subject to the following:
- i) The date of termination shall be on or after the first anniversary of the Commencement Date stated in Schedule A;
  - ii) **Owner** shall deliver a termination fee (via municipal check) to **RMSC** in the amount of \$24,000.00 with **Owner**'s termination notice.

### Article 3 Compensation

- 3.1 **Owner** shall pay **RMSC**, as full compensation for the services provided hereunder, the annual fee listed on the attached Schedule A, which fee shall be payable, in advance, in equal monthly installments on the first day of each month during the term hereof. If applicable, the first and last payments shall be prorated. Incentive/Performance bonuses and commissions, if any, shall be payable in the amounts and at the times specified on Schedule A.
- 3.2 The parties agree that the compensation paid is fair market compensation for the services provided.

### Article 4 Operation of the Facility

- 4.1 Subject to this Agreement and the policies and guidelines established by **Owner**, **RMSC** shall be responsible for and have complete authority over the day to day operation of the Facility.
- 4.2 **RMSC**'s operational duties and responsibilities shall include, but not be limited to, opening and closing the Facility, collecting and depositing all gross revenues generated by the Facility, hiring, firing and supervising all employees and contractors, food, beverage, vending and pro-shop operations (unless excluded on Schedule A), payroll and accounting services, maintenance and repairs, ticketing, marketing and promotions, and janitorial services.
- 4.3 **RMSC** shall, in compliance with **Owner**'s policies and guidelines and then existing agreements between **Owner** and third-parties, establish and adjust the days and hours of operation and all rates and charges for the use and rental of the Facility.
- 4.4 **Owner** shall provide **RMSC** with all office space and Facility access reasonably necessary for the performance of **RMSC**'s operational duties and responsibilities.

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Initials

- 4.5 **RMSC** acknowledges the Facility is financed with tax-exempt bonds, which may be refunded or refinanced from time-to-time (Bonds). As such, private use of the Facility is prohibited unless an applicable regulatory exception applies. As such, **RMSC** agrees as follows:
- A. **RMSC** will make no use of the Facility or related improvements, the effect of which would cause the Bonds to not constitute “qualified 501(c)(3) bonds” within the meaning of Section 145 and related sections of the Internal Revenue Code of 1986, as amended.
  - B. **RMSC** will make no use of the Facility 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.
  - C. **RMSC** will seek **Owner’s** consent prior to leasing or licensing any concession areas, vendor areas, advertising signs, vending machine areas, or similar spaces in the Facility or related improvements.
  - D. If at any point **Owner** determines, in its reasonable discretion, that the tax-exempt status of the Bonds may be at risk, the parties shall work together in good faith for a period of thirty (30) days to amend this Agreement to eliminate the risk, which amendment shall be mutually acceptable to both Parties. If at the end of such thirty (30) day period the Parties have not fully executed an amendment eliminating the risk, then **Owner** may terminate this Agreement upon not less than sixty (60) days written notice to **RMSC**.

#### **Article 5 Operating Budget**

- 5.1 For each calendar or fiscal year during the term hereof, as selected by **Owner**, **RMSC** shall in accordance with **Owner’s** schedule, prepare and submit for **Owner’s** approval a line item budget for the Facility. The budget shall include, but not be limited to, the following detailed projections:

Gross revenues by department sources;  
~~Net revenues by department sources;~~  
Operating expenses by department;  
Administrative and general expenses;  
Copying, postage and FedEx charges;  
Travel expenses;  
Marketing, advertising and promotion expenses;  
Utility costs; and  
Repairs and maintenance.

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Initials

- 5.2 It is understood that **RMSC** shall have an operating budget approved by **Owner** effective the first day of each calendar year or fiscal year, as applicable. **RMSC** shall use all reasonable efforts not to exceed or contract to expend any sums in excess of the projections in the approved operating budget and to provide **Owner** with prior notice of any expenditures in excess of the operating budget.

**Article 6**  
**Bank Accounts**

- 6.1 Gross revenues shall include all revenues of every kind derived from the use and operation of the Facility, except those revenues, if any, excluded from the operations listed on Schedule A. **RMSC** shall establish a dedicated operating account in its own name for the deposit of gross revenues.
- 6.2 **RMSC** shall collect all gross revenues derived from the use and operation of the Facility and deposit same into the operating account. All operating expenses of the Facility shall be paid from **RMSC's** operating account. Operating expenses shall include all expenses itemized herein and in the operating budget. Costs, expenses and liabilities arising out of **RMSC's** breach of this Agreement are not operating expenses of the Facility and shall not be paid from the operating account.
- 6.3 At all times during the term hereof, **Owner** shall be responsible for providing sufficient funds necessary to timely pay all operating expenses. The Parties have agreed on a reserve amount of ~~\$~~—————\$100,000.00 for the payment of projected operating expenses, and concurrent with the commencement date of this Agreement, **Owner** shall deposit the reserve amount into the operating account. Thereafter, if the end of the month balance in the operating account, for any month during the term hereof, is less than the reserve amount, **Owner** shall make, by the 15<sup>th</sup> day of the following month, such additional deposits to the operating account as required to maintain the reserve amount. Further, if the end of the month balance in the operating account, for any month during the term hereof, exceeds the reserve amount, then **RMSC** shall pay to **Owner**, by the 15<sup>th</sup> day of the following month, the excess amount.
- 6.4 The Parties agree to review the reserve amount on an annual basis and to make such changes in the amount as may be required based on the previous year's operating expenses.

**Article 7**  
**Accounting**

- 7.1 **RMSC** shall submit to **Owner**, within fifteen (15) days after the end of each month, GAAP standard financial reports for the Facility including a balance sheet and statement of revenues and expenditures (budget to actual) for the current month, year to date and previous year, a statement of cash flows and a copy of the general ledger. **Owner** shall promptly advise **RMSC** of any objection to each monthly report.

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Initials

- 7.2 Except as otherwise provided herein, **RMSC** shall provide all financial reports required under the terms of this Agreement. **Owner** shall be responsible for the preparation and filing of its own annual audit reports. **RMSC** shall not be liable for the payment of principal, interest or penalties in the event that **Owner** chooses to have **RMSC** prepare or file the Facility's sales/use/excise returns.
- 7.3 **Owner**, in its sole discretion, may require a certified annual audit of the Facility's financial records, the cost of which shall be an operating expense. **RMSC** shall cooperate fully in the audit process. At **Owner's** option and expense, additional audits may be performed.
- 7.4 **RMSC** shall keep and maintain all financial records used to prepare the Facility's monthly financial statements, which records shall be available for **Owner's** inspection at all reasonable times. **RMSC** shall return all such financial records to **Owner** upon termination of this Agreement and preparation of the final financial statement.
- 7.5 As often as may be reasonably required by **Owner**, **RMSC** and **Owner** shall together conduct inventories of all assets, equipment and expendable supplies of the Facility.
- 7.6 Pursuant to Minn. Stat. §16C.05, Subd. 5, the books, records, documents, accounting procedures and practices of **RMSC** relative to this Agreement are subject to examination by **Owner** and the State of Minnesota Auditor. **RMSC** shall keep complete and accurate records of the services and products, if any, furnished by **RMSC** pursuant to this Agreement for a minimum of six (6) years following termination of this Agreement. The retention period shall be automatically extended during the course of any administrative or judicial action involving **Owner** regarding matters to which the records are relevant. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

#### **Article 8 Contract Authority**

- 8.1 **RMSC** shall not without **Owner's** prior approval:
- A. Represent itself as having any authority to bind **Owner** contractually. Any contracts relating to the operation of the ~~Ice Rink~~ Facility shall be in **Owner's** name and shall be signed by **Owner**.
  - B. Purchase any goods, equipment or services for the Facility, except for insurance and telephone, that are in excess of two thousand five hundred dollars (\$2,500.00).
- 8.2 **Owner** shall provide **RMSC** with copies of all existing contracts, if any, for the Facility and **RMSC** shall copy **Owner** on all renewal and new contracts entered into thereafter. In this regard, **RMSC** acknowledges that it has reviewed the following document(s) prior to executing this Agreement:

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- Amended and Restated Ice Use Agreement between **Owner** and the Waconia Hockey Association dated August 17, 2015.

8.3 **RMSC's** management and operation of the Facility shall comply with the requirements of all current and future agreements relating to the Facility.

#### **Article 9 Repairs, Maintenance and Improvements**

- 9.1 All repairs, replacements, maintenance and equipment servicing costing less than \$2,500.00 per occurrence shall be the responsibility of **RMSC** as an operating expense of the Facility. **RMSC** shall obtain approval from **Owner** for all repairs, replacements, maintenance and equipment servicing expenses in excess of \$2,500.00. Any such items regarding **Owner's** approval, including capital repairs, shall also be considered an operating expense of the Facility. **RMSC** shall be responsible for assuring that all repairs, replacements, and maintenance shall be of a quality and class at least equal to the original work.
- 9.2 If **RMSC** is unable to contact **Owner** after using all reasonable efforts to do so, **RMSC** shall make emergency repairs without **Owner's** prior consent, the cost of which shall be considered an operating expense of the Facility. An emergency repair is defined as the repair of a condition which, if not performed immediately, creates an imminent danger to persons or property or an unsafe condition at the Facility threatening persons or property.
- 9.3 **RMSC**, in accordance with the operating budget, shall be responsible for purchasing all expendable supplies for the operation of the Facility.
- 9.4 For any repairs, replacements, maintenance and equipment servicing requiring **Owner's** approval, if **Owner** approves the expenditure the Parties shall decide at the time of such approval whether **RMSC** will pay the expense or whether **Owner** will pay the expense directly. If **Owner** pays the expense directly, **Owner** shall provide **RMSC** with documentation showing the cost and such cost shall be included in the Facility budget, the Facility financial reports and in any **RMSC** compensation calculations.
- 9.5 Any capital improvements desired by **Owner** shall be paid for by **Owner** directly and will not be considered an expense of the Facility.

#### **Article 10 Employees**

- 10.1 **Owner** shall terminate all full and part-time **Owner** employees that work at the Facility effective as of 11:59 p.m., April 4, 2016 (Facility Employees). **RMSC** shall offer employment to all Facility Employees commencing 12:00 a.m., April 5, 2016. The terms of such employment shall be determined by **RMSC**, in its sole discretion.

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- 10.2 All personnel employed at the Facility shall be employees of **RMSC** and not of **Owner**. **RMSC** shall, subject to the restraints of the operating budget and consistent with standard industry practices, select the number, function, qualifications, compensation and benefits of its employees and shall control the terms and conditions of their employment. All employee compensation, benefits and costs including payroll, payroll service charges, taxes and insurance shall be ~~RMSC's sole responsibility and shall be considered an Facility operating expense~~ RMSC's sole responsibility and shall be considered an Facility operating expense. Compensation shall be paid out of the Facility-RMSC's operating account.
- 10.3 ~~Excepting worker's compensation claims, All costs, attorney's fees, settlements and other expenses and liabilities associated with any claim asserted by a RMSC employee, including all costs and attorneys' fees incurred defending or settling contractor, user of the claim, Facility or any other person based on an intentional tort or willful misconduct (e.g., sexual harassment, discrimination or wrongful termination) shall be RMSC's sole responsibility and shall not be considered an operating expense of the Facility. Claims covered by the The immediately preceding sentence include, but are provision shall not limited apply to, claims relating the extent any such claim is covered by Employment Practices Liability Insurance obtained pursuant to discrimination, sexual harassment, and wrongful termination this Agreement or the deductible associated therewith.~~ Excepting worker's compensation claims, All costs, attorney's fees, settlements and other expenses and liabilities associated with any claim asserted by a RMSC employee, including all costs and attorneys' fees incurred defending or settling contractor, user of the claim, Facility or any other person based on an intentional tort or willful misconduct (e.g., sexual harassment, discrimination or wrongful termination) shall be RMSC's sole responsibility and shall not be considered an operating expense of the Facility. Claims covered by the The immediately preceding sentence include, but are provision shall not limited apply to, claims relating the extent any such claim is covered by Employment Practices Liability Insurance obtained pursuant to discrimination, sexual harassment, and wrongful termination this Agreement or the deductible associated therewith.
- 10.4 **Owner** agrees not to solicit or employ, in any capacity, for a period of one (1) year from the date of termination of this Agreement, any person who was hired by **RMSC** to be the general manager, assistant general manager, skating director, sales and marketing coordinator or operations manager and was not previously employed at the Facility in such capacity prior to the commencement date of this Agreement or was employed by **RMSC** during the term hereof and not on the Facility's payroll. **Owner** acknowledges that a breach of this non-hire provision will cause significant damages to **RMSC's** business, the exact amount of which is not susceptible to exact calculation, and therefore agrees and stipulates to pay **RMSC** \$50,000.00, not as a penalty but as liquated damages, for each breach of this non-hire provision. For purposes of this Section 10.4, each reference to Owner shall mean Owner and any entity controlled by Owner.

#### Article 11 Personal Property

- 11.1 If applicable, **Owner** shall supply the Personal Property and equipment, if any, listed on Schedule B and **RMSC** shall supply the Personal Property and equipment, if any, listed on Schedule C.
- 11.2 Ownership of the equipment shall remain with the party who supplied same and each party shall cooperate in the redelivery of said equipment in good working order and condition, reasonable wear and tear excepted, upon the termination of this Agreement.
- 11.3 Ownership and proprietary rights to any computer programs supplied by **RMSC** shall remain with **RMSC**. However, all computer data compilations shall be the property of **Owner** and shall be delivered to **Owner** upon the termination of this Agreement in a

format reasonably acceptable to **Owner**.

**Article 12**  
**Insurance and Indemnification**

- 12.1 Except as otherwise provided for herein, the cost of all insurance required to be carried hereunder by either party shall be an operating expense of the Facility. The Parties anticipate that there will be savings on insurance premiums by adding the Facility to **RMSC's** master policy for the other facilities in its management portfolio. **Owner** will work with **RMSC's** agent to obtain quotes for policy types, coverages, policy and deductible limits, together with renewal and cancellation terms.
- 12.2 **Owner** shall carry the following minimum insurance coverages:
- A. Real and Personal Property Insurance on the Facility (including boiler and machinery, contents, loss of income and any other additional perils) against loss or damage in such amounts as may be determined by **Owner**. Both **Owner** and **RMSC** shall be named insureds on said policies with **Owner** (or at **Owner's** request, any lender providing financing for the Facility) designated as the sole loss payee.
- 12.3 **RMSC** shall carry the following minimum insurance coverages:
- A. Commercial general liability insurance insuring against claims for injury, death or property damage occurring on, in or about the Facility with single limit, aggregate and excess liability coverage in commercially reasonable amounts and with deductible limits, each as established by **Owner**. All policies of insurance required under this paragraph shall be insured in the name of **RMSC**, with **Owner** and its designees named as additional insureds on said policies.
  - B. Worker's Compensation (in compliance with Minnesota law) and Employers' Liability Insurance, on all personnel employed by **RMSC** at the Facility during the term of this Agreement; with the extent and limitation of said coverage, the cost of said coverage and the company with whom said coverage is secured being approved by the **Owner**.
  - C. Employee Theft Insurance, ~~Employee~~Employment Practices Liability Insurance and Pollution Liability Insurance, all with limits and deductible amounts approved by **Owner**.
  - D. **RMSC** shall, at its own cost and expense and not as a Facility operating expense, be responsible for obtaining Worker's Compensation and ~~Employers~~Employer's Liability Insurance on **RMSC** personnel who are not on-site employees but who visit the Facility.
- 12.4 **RMSC** shall provide **Owner** with a certification of the above required coverages prior to

commencement of the Agreement. All policies required of **RMSC** shall be insured by companies authorized to do business in the State of Minnesota and shall have a rating which is acceptable to the **Owner**. No such policy shall be cancelable or modifiable during the term hereof except upon such terms as are acceptable to **Owner**.

12.5 To the extent that **RMSC** maintains any property insurance, liability insurance or worker's compensation insurance policies related to the Facility, said policies shall contain a provision or endorsement waiving the right of subrogation of **RMSC's** insurance carrier(s) against **Owner** and/or its insurer(s) for any risk covered by the policy. To the extent that **Owner** maintains any property insurance, liability insurance or worker's compensation insurance policies ~~which may relate~~ related to the Facility, said policies shall contain a provision or endorsement waiving the right of subrogation of **Owner's** insurance carrier(s) against **RMSC** and/or its insurer(s) for any risk covered by the policy.

12.6 Subject to available insurance coverage, **RMSC** shall defend, hold and save the **Owner**, and ~~theits~~ elected officials, ~~agents, representatives,~~ officers, directors ~~and~~ employees ~~of the Owner, agents and representatives~~ free and harmless from any third-party claim, ~~debt~~, demand or liability for damages or injuries to persons or property to the extent arising from **RMSC's** breach of its obligations under this Agreement or **RMSC's** negligence or willful misconduct.

~~12.7~~ 12.7 Subject to the liability limitation described in Section 12. 8 below and available insurance coverage, Owner shall defend, hold and save RMSC and its officers, directors and employees, agents and representatives free and harmless from any third-party claim, demand or liability for damages or injuries to persons or property to the extent arising from Owner's breach of its obligations under this Agreement or Owner's negligence or willful misconduct.

12.8 Nothing in this Agreement shall be construed as waiving or limiting the protection afforded **Owner** pursuant to Minnesota Statutes Chapter 466, as amended from time to time.

### Article 13 Special Provisions

13.1 Additions, deletions, corrections to and modifications of the terms and conditions contained in the body of this Agreement, if any, are contained in the attached Schedule D.

### Article 14 Default

14.1 When a party fails to timely make any payment due hereunder or breaches any of the other material terms hereof, or breaches any of the material terms of any other written contract between the Parties, such party shall be deemed in default.

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- 14.2 Upon five (5) days written notice following a default in payment, the non-defaulting party, at its election, may either suspend performance until all arrearages have been paid in full or terminate this Agreement upon not less than sixty (60) days prior written notice to the other party. ~~If either party disputes payment of any amount in good faith, failure to pay the disputed amount shall not be deemed a breach of this Agreement until a court of competent jurisdiction, or an arbitrator appointed pursuant to Section 15.2 below, determines the payment is due the party claiming a breach.~~ A party making a payment may dispute its obligation to make the payment at any time and the act of making the payment shall not, under any circumstance, constitute a waiver of any rights to recover all or part of the payment made.
- 14.3 Upon thirty (30) days written notice following any other default, the non-defaulting party may terminate this Agreement upon the other party's failure to cure the alleged default within such thirty (30) day period.
- 14.4 Upon suspension or termination of this Agreement the non-defaulting party may pursue all remedies available to it under the terms hereof and under any applicable law.

~~14.5 A default of the Community Center Agreement shall be deemed a default of this Agreement, and vice versa.~~

**Article 15  
Applicable Law and Arbitration**

- 15.1 The Parties hereto agree that in the event of any dispute which cannot be resolved by mutual discussions between the Parties, either party shall have the right to initiate mediation with the American Arbitration Association, the cost of which will be borne equally by the Parties hereto. The Parties agree to cooperate concerning the selection of a mediator and to make good faith attempts to resolve their dispute. In the event the Parties are unable to resolve said dispute through mediation or in the event any party shall refuse to cooperate in the mediation process, either party shall have the right to commence arbitration pursuant to Article 15.2.
- 15.2 This Agreement shall be construed and interpreted in accordance with the laws of the State of Minnesota. Any controversy or claim between the Parties arising out of or related to this Agreement shall be submitted by the Parties to arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Such arbitration shall be conducted in Carver County, Minnesota, and both Parties expressly consent to jurisdiction over them by Minnesota courts to compel arbitration and to enter any appropriate order or judgment based upon an arbitration award. The Parties expressly agree to waive their rights to indirect, special, consequential or punitive damage awards in such proceedings and further agree that the prevailing party shall be entitled to an award of reasonable attorney fees and costs incurred in connection with the arbitration award, the judgment based thereon and all subsequent collection efforts.

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**Article 16**  
**Notices**

- 16.1 Notices to the Parties shall be deemed to have been given when mailed by both prepaid regular and certified mail to the Parties at the addresses listed herein or such other address that the Parties designate in writing.

**Article 17**  
**Additional Provisions**

- 17.1 This Agreement (including all Schedules) constitutes the entire understanding between the Parties relating to the rights herein granted and the obligations herein assumed and correctly sets forth the rights, duties, and obligations of each party to the other as of the date of this Agreement; provided, however, that this Agreement shall not affect or modify the terms or applicability of any other agreement regarding other subject matters to which **RMSC** and **Owner** are parties. Any prior Agreements, promises, negotiations or representations regarding the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect. No alteration or variation hereof of any provision shall be valid unless reduced to writing and signed by both Parties.
- 17.2 To the extent that the standard terms and conditions of this Agreement conflict with the terms and conditions of any of the Schedules attached hereto, the terms and conditions of the Schedules shall control.
- 17.3 This Agreement shall benefit and bind the successors, affiliates and assigns of the Parties. No course of dealing between the Parties and no failure to exercise any right hereunder shall be construed as a waiver of the right to enforce the terms of this Agreement as written.
- 17.4 This Agreement may not be assigned by either party without the other's prior written consent.
- 17.5 The headings contained in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.
- 17.6 If any provision of this Agreement is determined to be invalid, illegal or unenforceable in any respect as written, such provision shall be automatically modified to the minimum extent necessary to make it enforceable and the provision as so modified shall be enforced, without invalidating the Agreement as a whole.
- 17.7 Each party agrees that no officer, employee, agent or other person authorized to act on behalf of any of them will have personal liability in connection with this Agreement or any failure of each party to perform their obligations hereunder.
- 17.8 This Agreement shall not be deemed to create a relationship of partnership or joint venture between the Parties.

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17.9 Each party is a valid and legally existing entity and each of the undersigned hereby state that he/she has full authority to enter into this Agreement and hereby accepts this Agreement on behalf of the entities identified below.

17.10 ~~No Third-Party Beneficiary.~~ Nothing in this ~~Management~~ Agreement, express or implied, is intended to confer upon any person (including, but not limited to, any lender), other than the parties hereto and their permitted heirs, executors, personal representatives, successors and assigns, any rights or remedies under or by reason of this ~~Management~~ Agreement.

17.11 Time is of the essence.

17.12 This Agreement may be executed in any number of counterparts, including email, fax or facsimile transmission, and each such counterpart shall be deemed to be an original instrument, all such counterparts together shall constitute one (1) instrument.

*[Signature page follows.]*

SIGNATURE PAGE TO PROFESSIONAL MANAGEMENT SERVICES AGREEMENT  
BETWEEN RINK MANAGEMENT SERVICE CORPORATION AND THE CITY OF  
WACONIA, MINNESOTA

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

City of Waconia, Minnesota

Rink Management Services Corporation

By: \_\_\_\_\_  
James P. Sanborn  
Title: Mayor

By: \_\_\_\_\_  
Thomas Hillgrove  
Title: President

By: \_\_\_\_\_  
Susan MH Arntz  
Title: Administrator/Clerk

Address: 201 South Vine Street  
Waconia, MN 55387

Address: 9400 Charter Crossing, Suite D  
Mechanicsville, VA 23116

**SCHEDULE A**

1. Facility name, address, phone numbers:

Waconia Ice Arena  
1250 Oak Ave.  
Waconia, MN 55387  
952-442-7465

2. Initial Term: 5 years

Commencement Date: ~~October 1, 2015~~ April 5, 2016

Termination Date: ~~September 30, 2020~~ April 4, 2021

3. Compensation:

Annual Fee: \$36,000.00

Equal Monthly Payments of: \$3,000.00

Date of 1st Payment: April 5, 2016

4. Incentive/Performance Bonus:

Terms: **RMSC** shall receive 10% of the Increase in Gross Revenues (IGR) paid in arrears within 30 days of the end of each calendar year during the term hereof. IGR shall be defined as the increase in Gross Revenues of the just concluded calendar year over the Base Year. The Base Year shall be defined as the calendar year 2015. The combined total IGR Incentive/Performance bonus payable under this Agreement and the ~~Professional Management Services Community Center Agreement for the Facility~~ shall be capped at \$40,000.00 per calendar year for both facilities together.

5. Food, Beverage, Vending and Pro-Shop Operations

Food and Beverage Operations Included   x   yes \_\_\_ no

Vending Operations Included   x   yes \_\_\_ no

Pro-Shop Operations Included   x   yes \_\_\_no

**SCHEDULE B**  
**Personal Property and Equipment Supplied by Owner**

All inventories taken pursuant to Article 7.5, supra, shall be attached hereto as Schedule B.

**SCHEDULE C**  
**Personal Property and Equipment Supplied by RMSC**

-- None --

**SCHEDULE D**  
**Special Provisions**

1. **Signs.** Subject to **Owner's** approval regarding the number, size and location, **RMSC** may place one or more signs on or about the Facility stating that **RMSC** is the manager and leasing agent for the Facility.
2. **Licenses and Permits.** **Owner** shall assist **RMSC** in obtaining all required licenses and permits for the operation of the Facility.
3. **Uniforms.** **RMSC** shall require appropriate uniforms and personal appearance standards for its employees.
4. **Financial Statements.** **Owner** and **RMSC** shall conduct regular telephone conferences to review the monthly financial statements.
5. **Sponsorship Revenues.** **RMSC** shall be responsible for all sponsorship sales at the Facility and shall receive 50% of all gross sponsorship revenues. Notwithstanding anything to the contrary contained herein, all sponsorships that involve the use of space or signage in the Facility shall be subject to the **Owner's** prior written approval, which approval may be granted or denied in **Owner's** sole discretion.
6. **Utilities.** Notwithstanding anything in this Agreement to the contrary, **Owner** shall pay all Facility utilities and data connection charges directly to the utility or vendor providing the utility or connection. **Owner** shall provide **RMSC** with documentation showing the cost of all Facility utilities and connection charges and such costs shall be included in the Facility budget, the Facility financial reports and in any **RMSC** compensation calculations. Further, the value of all water and sewer service provided to the Facility by the City shall be counted as a utility cost for all purposes.
7. **Exclusivity.** During the term of this Agreement and for a period of one (1) year thereafter, **RMSC** shall not own, lease, manage or operate another Recreational Facility within Carver County, Minnesota, unless it has the express, written consent of **Owner** to do so, which consent may be granted or withheld in **Owner's** sole discretion.
8. **Government Data Practices Act.** This section addresses the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Chap. 13, as amended, and the Minnesota Rules implementing such law, as amended. (collectively, the "MGDPA"). Pursuant to Minn. Stat. §13.05, Subd. 6 and Subd 11, **RMSC** is hereby notified that the requirements of the MGDPA apply to this Agreement and that all of the remedies set forth in Minn. Stat. §13.08 apply to **RMSC** even though it is a private party. **RMSC** agrees to strictly comply with all of the requirements of the MGDPA in regard to City Data (defined below) as if **RMSC** were a governmental entity, provided **RMSC** shall not have a duty to provide access to Public Data (defined below) available from **Owner**. If **RMSC** receives a request from anyone to access City Data, **RMSC** agrees to immediately inform **Owner's** data practice compliance official

of such request and to thereafter cooperate with **Owner** regarding the release of the requested data. If **RMSC** determines it has breached the MGDPA, **RMSC** agrees to immediately inform **Owner**'s data practice compliance official of such breach and to thereafter cooperate with **Owner** regarding issuance of any required breach notification. In addition, **RMSC** agrees to comply with the requirements of Minn. Stat. §15.17 (official records) and Minnesota Stat. §138.17 (government records). For purposes of this Agreement: i) "City Data" means all data created, collected, received, stored, used, maintained or disseminated by **RMSC** on behalf of Company; ii) "Not Public Data" means all City Data classified as private, nonpublic, confidential, or protected nonpublic data pursuant to the MGDPA; and iii) "Public Data" means all City Data other than Not Public Data. If any provision or requirement of this section conflicts with any other provision or requirement of this Agreement, the provision or requirement of this section shall control. **RMSC** shall further cause its officers, employees and agents to abide by the Act and the provision of the paragraph. The provisions and requirements of this section shall survive the expiration or earlier termination of the Agreement.

9. **Confidential Information.** Subject to the requirements of the Act described above, **RMSC** agrees that all the information obtained by it from **Owner**, whether in tangible or intangible form, relating to **Owner**'s customer's lists, customer account information, billing information or business plans shall be considered "Confidential Information." Confidential Information need not be marked as such to be protected as Confidential Information by this section. **RMSC** (a) shall hold Customer Confidential Information in strict confidence, (b) shall not disclose such Confidential Information to any non-parties to this Agreement, except in connection with the performance of the management services provided, and (c) will not use any Confidential Information for any purpose, except in connection with the performance of the management services provided by **RMSC** pursuant to this Agreement.

**RINK MANAGEMENT SERVICES CORPORATION**  
9400 Charter Crossing, Suite D  
Mechanicsville, VA 23116  
804-550-7002

**PROFESSIONAL MANAGEMENT SERVICES AGREEMENT**  
**(Community Center)**

This Agreement is made by and between Rink Management Services Corporation, a Virginia Corporation, (RMSC) and the City of Waconia, Minnesota, a Minnesota Municipal Corporation (Owner), hereinafter collectively referred to as the Parties.

**Recitals**

Owner leases and operates the Community Center described in the attached Schedule A, ~~together with the land on which it is located and all other improvements located on such land,~~ hereinafter referred to, ~~collectively,~~ as the Facility.

Owner desires to retain a management company to operate and manage the Facility in order to benefit the public's recreational opportunities, to minimize Owner's operating costs and to maximize the Facility's revenue potential. Concurrent with the execution of this Agreement, Owner also desires to enter into a Professional Management Services Agreement with RMSC to manage Owner's ice area facility, hereinafter referred to as the Ice Arena Agreement.

RMSC operates and manages similar public facilities throughout the United States and desires to operate and manage the Facility according to the terms and conditions set forth herein.

**Now therefore, in consideration of the mutual promises, terms and conditions contained herein, the Parties hereby contract and agree as follows:**

**Article 1**  
**Scope of Services**

1.1 Subject to all policies and guidelines that Owner may establish from time to time and consistent with the operation of other similar first class facilities, RMSC shall provide the following management services in compliance with all applicable Federal, State and Municipal laws and regulations:

- A. Operate and maintain the Facility, its equipment, material and supplies.
- B. Fully staff the Facility with RMSC's own employees including a full time general manager acceptable to Owner and supervise their conduct and performance in the operation of the Facility.

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RMSC Mgmt. Svcs. Agmt.  
Rev. January 1, 2015

- C. Except as expressly provided in this Agreement to the contrary, collect all gross revenues generated by Facility, pay all operating expenses of the Facility and maintain all financial records pertaining to the operation of the Facility.

**Article 2**  
**Term of Agreement**

- 2.1 The initial term of this Agreement shall be as set forth in the attached Schedule A and shall thereafter continue on a year to year term unless terminated by either Party. Termination shall be effective at the end of the initial term or at the end of any continuation thereof upon ninety (90) days advance written notice.
- 2.2 **Owner** may terminate this Agreement immediately by giving written notice of termination to **RMSC** upon the occurrence of any of the following events (collectively, **Terminating Events**):
  - A. Application by **RMSC** for or consent to the appointment of a receiver, trustee or liquidator for all or a substantial part of **RMSC**'s assets, the filing of a voluntary petition in bankruptcy by **RMSC**, the admission in writing by **RMSC** of its inability to pay its debts as they become due, the making by **RMSC** of a general assignment for the benefit of creditors, the filing by **RMSC** of a petition or answer seeking a reorganization, composition or arrangement under any bankruptcy or insolvency laws, or the adjudication by any court of **RMSC** as a bankrupt or insolvent;
  - B. The sale of all or substantially all of the Facility by **Owner** to an independent person or entity not under common control with **Owner**;
  - C. Condemnation, damage or destruction of a portion of the Facility that interferes with the regular and customary operation of the Facility, unless **Owner** elects to undertake the repair, restoration, rebuilding or replacement of such damage or destruction (or such injury caused by such condemnation) within one hundred eighty (180) days after such condemnation, damage or destruction, or failure of **Owner** to diligently complete such restoration or repair;
  - D. Voluntary or involuntary transfer of all or a substantial part of the Facility to any lender or appointment of a receiver for the benefit of such lender for collection of rents;
  - E. In the event of an attempted direct or indirect assignment by **RMSC** of this Management Agreement;
  - F. Failure by the **RMSC** to comply in any respect with any court order or government law, code, order, rule or regulation with respect to the Facility; ~~or~~

- G. ~~After the first twelve months~~Termination of any lease or shared use agreement necessary for the operation of the term of this Agreement, upon Facility; or
- H. Upon not less than one hundred twenty (120) days advance written notice by **Owner** to **RMSC**, subject to the following:
- i) The date of termination shall be on or after the first anniversary of the Commencement Date stated in Schedule A;
  - ii) **Owner** shall deliver a termination fee (via municipal check) to **RMSC** in the amount of \$32,000.00 with **Owner**'s termination notice.

### Article 3 Compensation

- 3.1 **Owner** shall pay **RMSC**, as full compensation for the services provided hereunder, the annual fee listed on the attached Schedule A, which fee shall be payable, in advance, in equal monthly installments on the first day of each month during the term hereof. If applicable, the first and last payments shall be prorated. Incentive/Performance bonuses and commissions, if any, shall be payable in the amounts and at the times specified on Schedule A.
- 3.2 The parties agree that the compensation paid is fair market compensation for the services provided.

### Article 4 Operation of the Facility

- 4.1 Subject to this Agreement and the policies and guidelines established by **Owner**, **RMSC** shall be responsible for and have complete authority over the day to day operation of the Facility.
- 4.2 **RMSC**'s operational duties and responsibilities shall include, but not be limited to, opening and closing the Facility, collecting and depositing all gross revenues generated by the Facility, hiring, firing and supervising all employees and contractors, food, beverage, vending and pro-shop operations (unless excluded on Schedule A), payroll and accounting services, maintenance and repairs, ticketing, marketing and promotions, and janitorial services.
- 4.3 **RMSC** shall, in compliance with **Owner**'s policies and guidelines and then existing agreements between **Owner** and third-parties, establish and adjust the days and hours of operation and all rates and charges for the use and rental of the Facility.
- 4.4 **Owner** shall provide **RMSC** with all office space and Facility access reasonably necessary for the performance of **RMSC**'s operational duties and responsibilities.

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- 4.5 **RMSC** acknowledges the Facility is financed with tax-exempt bonds, which may be refunded or refinanced from time-to-time (Bonds). As such, private use of the Facility is prohibited unless an applicable regulatory exception applies. As such, **RMSC** agrees as follows:
- A. **RMSC** will make no use of the Facility or related improvements, the effect of which would cause the Bonds to not constitute “qualified 501(c)(3) bonds” within the meaning of Section 145 and related sections of the Internal Revenue Code of 1986, as amended.
  - B. **RMSC** will make no use of the Facility 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.
  - C. **RMSC** will seek **Owner’s** consent prior to leasing or licensing any concession areas, vendor areas, advertising signs, vending machine areas, or similar spaces in the Facility or related improvements.
  - D. If at any point **Owner** determines, in its reasonable discretion, that the tax-exempt status of the Bonds may be at risk, the parties shall work together in good faith for a period of thirty (30) days to amend this Agreement to eliminate the risk, which amendment shall be mutually acceptable to both Parties. If at the end of such thirty (30) day period the Parties have not fully executed an amendment eliminating the risk, then **Owner** may terminate this Agreement upon not less than sixty (60) days written notice to **RMSC**.

**Article 5  
Operating Budget**

- 5.1 For each calendar or fiscal year during the term hereof, as selected by **Owner**, **RMSC** shall in accordance with **Owner’s** schedule, prepare and submit for **Owner’s** approval a line item budget for the Facility. The budget shall include, but not be limited to, the following detailed projections:

- Gross revenues by department sources;
- ~~Net revenues by department sources;~~
- Operating expenses by department;
- Administrative and general expenses;
- Copying, postage and FedEx charges;
- Travel expenses;
- Marketing, advertising and promotion expenses;
- Utility costs; and
- Repairs and maintenance.

- 5.2 It is understood that **RMSC** shall have an operating budget approved by **Owner** effective

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the first day of each calendar year or fiscal year, as applicable. **RMSC** shall use all reasonable efforts not to exceed or contract to expend any sums in excess of the projections in the approved operating budget and to provide **Owner** with prior notice of any expenditures in excess of the operating budget.

**Article 6**  
**Bank Accounts**

- 6.1 Gross revenues shall include all revenues of every kind derived from the use and operation of the Facility, except those revenues, if any, excluded from the operations listed on Schedule A. **RMSC** shall establish a dedicated operating account in its own name for the deposit of gross revenues.
- 6.2 **RMSC** shall collect all gross revenues derived from the use and operation of the Facility and deposit same into the operating account. All operating expenses of the Facility shall be paid from **RMSC's** operating account. Operating expenses shall include all expenses itemized herein and in the operating budget. Costs, expenses and liabilities arising out of **RMSC's** breach of this Agreement are not operating expenses of the Facility and shall not be paid from the operating account.
- 6.3 At all times during the term hereof, **Owner** shall be responsible for providing sufficient funds necessary to timely pay all operating expenses. The Parties have agreed on a reserve amount of ~~\$~~ \_\_\_\_\_ ~~\$75,000.00~~ for the payment of projected operating expenses, and concurrent with the commencement date of this Agreement, **Owner** shall deposit the reserve amount into the operating account. Thereafter, if the end of the month balance in the operating account, for any month during the term hereof, is less than the reserve amount, **Owner** shall make, by the 15<sup>th</sup> day of the following month, such additional deposits to the operating account as required to maintain the reserve amount. Further, if the end of the month balance in the operating account, for any month during the term hereof, exceeds the reserve amount, then **RMSC** shall pay to **Owner**, by the 15<sup>th</sup> day of the following month, the excess amount.
- 6.4 The Parties agree to review the reserve amount on an annual basis and to make such changes in the amount as may be required based on the previous year's operating expenses.

**Article 7**  
**Accounting**

- 7.1 **RMSC** shall submit to **Owner**, within fifteen (15) days after the end of each month, GAAP standard financial reports for the Facility including a balance sheet and statement of revenues and expenditures (budget to actual) for the current month, year to date and previous year, a statement of cash flows and a copy of the general ledger. **Owner** shall promptly advise **RMSC** of any objection to each monthly report.
- 7.2 Except as otherwise provided herein, **RMSC** shall provide all financial reports required

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under the terms of this Agreement. **Owner** shall be responsible for the preparation and filing of its own annual audit reports. **RMSC** shall not be liable for the payment of principal, interest or penalties in the event that **Owner** chooses to have **RMSC** prepare or file the Facility's sales/use/excise returns.

- 7.3 **Owner**, in its sole discretion, may require a certified annual audit of the Facility's financial records, the cost of which shall be an operating expense. **RMSC** shall cooperate fully in the audit process. At **Owner's** option and expense, additional audits may be performed.
- 7.4 **RMSC** shall keep and maintain all financial records used to prepare the Facility's monthly financial statements, which records shall be available for **Owner's** inspection at all reasonable times. **RMSC** shall return all such financial records to **Owner** upon termination of this Agreement and preparation of the final financial statement.
- 7.5 As often as may be reasonably required by **Owner**, **RMSC** and **Owner** shall together conduct inventories of all assets, equipment and expendable supplies of the Facility.
- 7.6 Pursuant to Minn. Stat. §16C.05, Subd. 5, the books, records, documents, accounting procedures and practices of **RMSC** relative to this Agreement are subject to examination by **Owner** and the State of Minnesota Auditor. **RMSC** shall keep complete and accurate records of the services and products, if any, furnished by **RMSC** pursuant to this Agreement for a minimum of six (6) years following termination of this Agreement. The retention period shall be automatically extended during the course of any administrative or judicial action involving **Owner** regarding matters to which the records are relevant. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

#### **Article 8 Contract Authority**

- 8.1 **RMSC** shall not without **Owner's** prior approval:
- A. Represent itself as having any authority to bind **Owner** contractually. Any contracts relating to the operation of the Facility shall be in **Owner's** name and shall be signed by **Owner**.
  - B. Purchase any goods, equipment or services for the Facility, except for insurance and telephone, that are in excess of two thousand five hundred dollars (\$2,500.00).
- 8.2 **Owner** shall provide **RMSC** with copies of all existing contracts, if any, for the Facility and **RMSC** shall copy **Owner** on all renewal and new contracts entered into thereafter. In this regard, **RMSC** acknowledges that it has reviewed the following document(s) prior to executing this Agreement:
- Community Education and Recreation Agreement between Independent School

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District No. 110 and the City of Waconia dated June 6, 1994

- Community Center Lease Agreement between Independent School District No. 110, as landlord, and the Waconia Economic Development Authority, as tenant, dated March 15, 2000
- Community Center Lease with Option to Purchase Agreement between the Waconia Economic Development Authority, as lessor, and the City of Waconia, as lessee, dated March 15, 2000
- Shared Use Agreement between Independent School District No. 110 and the City of Waconia dated March 15, 2000
- First Amendment to Shared Use Agreement between Independent School District No. 110 and the City of Waconia dated \_\_\_\_\_, 2005
- First Amendment to Community Center Lease with Option to Purchase Agreement between the Waconia Economic Development Authority, as lessor, and the Waconia Economic Development Authority, as lessee, dated February 18, 2004
- Second Amendment to Community Center Lease with Option to Purchase Agreement between the Waconia Economic Development Authority, as lessor, and the Waconia Economic Development Authority, as lessee, dated October 1, 2007
- Electric Generator Agreement between Independent School District No. 110 and the City of Waconia dated January 14, 2002
- Batting Cage Joint Powers agreement between Independent School District No. 110 and the City of Waconia entered into on or about December 11, 2006
- Rental Agreement between American Capital Financial Service, Inc., as owner, and the City of Waconia, as renter, dated August 24, 2012

8.3 **RMSC's** management and operation of the Facility shall comply with the requirements of all current and future agreements relating to the Facility.

**Article 9  
Repairs, Maintenance and Improvements**

9.1 All repairs, replacements, maintenance and equipment servicing costing less than \$2,500.00 per occurrence shall be the responsibility of **RMSC** as an operating expense of the Facility. **RMSC** shall obtain approval from **Owner** for all repairs, replacements, maintenance and equipment servicing expenses in excess of \$2,500.00. Any such items regarding **Owner's** approval, including capital repairs, shall also be considered an operating expense of the Facility. **RMSC** shall be responsible for assuring that all repairs, replacements, and maintenance shall be of a quality and class at least equal to the original work.

9.2 If **RMSC** is unable to contact **Owner** after using all reasonable efforts to do so, **RMSC** shall make emergency repairs without **Owner's** prior consent, the cost of which shall be considered an operating expense of the Facility. An emergency repair is defined as the

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repair of a condition which, if not performed immediately, creates an imminent danger to persons or property or an unsafe condition at the Facility threatening persons or property.

- 9.3 **RMSC**, in accordance with the operating budget, shall be responsible for purchasing all expendable supplies for the operation of the Facility.
- 9.4 For any repairs, replacements, maintenance and equipment servicing requiring **Owner's** approval, if **Owner** approves the expenditure the Parties shall decide at the time of such approval whether **RMSC** will pay the expense or whether **Owner** will pay the expense directly. If **Owner** pays the expense directly, **Owner** shall provide **RMSC** with documentation showing the cost and such cost shall be included in the Facility budget, the Facility financial reports and in any **RMSC** compensation calculations.
- 9.5 Any capital improvements desired by **Owner** shall be paid for by **Owner** directly and will not be considered an expense of the Facility.

#### **Article 10 Employees**

- 10.1 **Owner** shall terminate all full and part-time **Owner** employees that work at the Facility effective as of 11:59 p.m., April 4, 2016 (Facility Employees). **RMSC** shall offer employment to all Facility Employees commencing 12:00 a.m., April 5, 2016. The terms of such employment shall be determined by **RMSC**, in its sole discretion.
- 10.2 All personnel employed at the Facility shall be employees of **RMSC** and not of **Owner**. **RMSC** shall, subject to the restraints of the operating budget and consistent with standard industry practices, select the number, function, qualifications, compensation and benefits of its employees and shall control the terms and conditions of their employment. All employee compensation, benefits and costs including payroll, payroll service charges, taxes and insurance shall be ~~RMSC's sole responsibility and shall be considered an Facility operating expense~~ expenses. Compensation shall be paid out of the Facility-RMSC's operating account.
- 10.3 ~~Excepting worker's compensation claims, All costs, attorney's fees, settlements and other expenses and liabilities associated with any claim asserted by a RMSC employee, including all costs and attorneys' fees incurred defending or settling contractor, user of the claim, Facility or any other person based on an intentional tort or willful misconduct (e.g., sexual harassment, discrimination or wrongful termination) shall be RMSC's sole responsibility and shall not be considered an operating expense of the Facility. Claims covered by the The immediately preceding sentence include, but are provision shall not limited apply to, claims relating the extent any such claim is covered by Employment Practices Liability Insurance obtained pursuant to discrimination, sexual harassment, and wrongful termination this Agreement or the deductible associated therewith.~~
- 10.4 **Owner** agrees not to solicit or employ, in any capacity, for a period of one (1) year from the date of termination of this Agreement, any person who was hired by **RMSC** to be the

general manager, assistant general manager, fitness director, aquatics director, sales and marketing coordinator or operations manager and was not previously employed at the Facility in such capacity prior to the commencement date of this Agreement or was employed by **RMSC** during the term hereof and not on the Facility's payroll. **Owner** acknowledges that a breach of this non-hire provision will cause significant damages to **RMSC's** business, the exact amount of which is not susceptible to exact calculation, and therefore agrees and stipulates to pay **RMSC** \$50,000.00, not as a penalty but as liquated damages, for each breach of this non-hire provision. For purposes of this Section 10.4, each reference to Owner shall mean Owner and any entity controlled by Owner.

**Article 11**  
**Personal Property**

- 11.1 If applicable, **Owner** shall supply the Personal Property and equipment, if any, listed on Schedule B and **RMSC** shall supply the Personal Property and equipment, if any, listed on Schedule C.
- 11.2 Ownership of the equipment shall remain with the party who supplied same and each party shall cooperate in the redelivery of said equipment in good working order and condition, reasonable wear and tear excepted, upon the termination of this Agreement.
- 11.3 Ownership and proprietary rights to any computer programs supplied by **RMSC** shall remain with **RMSC**. However, all computer data compilations shall be the property of **Owner** and shall be delivered to **Owner** upon the termination of this Agreement in a format reasonably acceptable to **Owner**.

**Article 12**  
**Insurance and Indemnification**

- 12.1 Except as otherwise provided for herein, the cost of all insurance required to be carried hereunder by either party shall be an operating expense of the Facility. The Parties anticipate that there will be savings on insurance premiums by adding the Facility to **RMSC's** master policy for the other facilities in its management portfolio. **Owner** will work with **RMSC's** agent to obtain quotes for policy types, coverages, policy and deductible limits, together with renewal and cancellation terms.
- 12.2 **Owner** shall carry the following minimum insurance coverages:
  - A. Real and Personal Property Insurance on the Facility (including boiler and machinery, contents, loss of income and any other additional perils) against loss or damage in such amounts as may be determined by **Owner**. Both **Owner** and **RMSC** shall be named insureds on said policies with **Owner** (or at **Owner's** request, any lender providing financing for the Facility) designated as the sole loss payee.
- 12.3 **RMSC** shall carry the following minimum insurance coverages:

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- A. Commercial general liability insurance insuring against claims for injury, death or property damage occurring on, in or about the Facility with single limit, aggregate and excess liability coverage in commercially reasonable amounts and with deductible limits, each as established by **Owner**. All policies of insurance required under this paragraph shall be insured in the name of **RMSC**, with **Owner** and its designees named as additional insureds on said policies.
- B. Worker’s Compensation (in compliance with Minnesota law) and Employers’ Liability Insurance, on all personnel employed by **RMSC** at the Facility during the term of this Agreement; with the extent and limitation of said coverage, the cost of said coverage and the company with whom said coverage is secured being approved by the **Owner**.
- C. Employee Theft Insurance, ~~Employee~~Employment Practices Liability Insurance and Pollution Liability Insurance, all with limits and deductible amounts approved by **Owner**.
- D. **RMSC** shall, at its own cost and expense and not as a Facility operating expense, be responsible for obtaining Worker’s Compensation and ~~Employers~~Employer’s Liability Insurance on **RMSC** personnel who are not on-site employees but who visit the Facility.

12.4 **RMSC** shall provide **Owner** with a certification of the above required coverages prior to commencement of the Agreement. All policies required of **RMSC** shall be insured by companies authorized to do business in the State of Minnesota and shall have a rating which is acceptable to the **Owner**. No such policy shall be cancelable or modifiable during the term hereof except upon such terms as are acceptable to **Owner**.

12.5 To the extent that **RMSC** maintains any property insurance, liability insurance or worker’s compensation insurance policies related to the Facility, said policies shall contain a provision or endorsement waiving the right of subrogation of **RMSC’s** insurance carrier(s) against **Owner** and/or its insurer(s) for any risk covered by the policy. To the extent that **Owner** maintains any property insurance, liability insurance or worker’s compensation insurance policies ~~which may relate~~related to the Facility, said policies shall contain a provision or endorsement waiving the right of subrogation of **Owner’s** insurance carrier(s) against **RMSC** and/or its insurer(s) for any risk covered by the policy.

12.6 Subject to available insurance coverage, **RMSC** shall defend, hold and save the **Owner**, and ~~the~~its elected officials, ~~agents, representatives,~~ officers, directors ~~and,~~ employees ~~of the Owner,~~ ~~agents and representatives~~ free and harmless from any third-party claim, ~~debt,~~ demand or liability for damages or injuries to persons or property to the extent arising from **RMSC’s** breach of its obligations under this Agreement or **RMSC’s** negligence or willful misconduct.

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~~12.7~~12.7 Subject to the liability limitation described in Section 12. 8 below and available insurance coverage, Owner shall defend, hold and save RMSC and its officers, directors and employees, agents and representatives free and harmless from any third-party claim, demand or liability for damages or injuries to persons or property to the extent arising from Owner's breach of its obligations under this Agreement or Owner's negligence or willful misconduct.

12.8 Nothing in this Agreement shall be construed as waiving or limiting the protection afforded Owner pursuant to Minnesota Statutes Chapter 466, as amended from time to time.

**Article 13**  
**Special Provisions**

13.1 Additions, deletions, corrections to and modifications of the terms and conditions contained in the body of this Agreement, if any, are contained in the attached Schedule D.

**Article 14**  
**Default**

14.1 When a party fails to timely make any payment due hereunder or breaches any of the other material terms hereof, or breaches any of the material terms of any other written contract between the Parties, such party shall be deemed in default.

14.2 Upon five (5) days written notice following a default in payment, the non-defaulting party, at its election, may either suspend performance until all undisputed arrearages have been paid in full or terminate this Agreement upon not less than sixty (60) days prior written notice to the other party. ~~If either party disputes payment of any amount in good faith, failure to pay the disputed amount shall not be deemed a breach of this Agreement until a court of competent jurisdiction, or an arbitrator appointed pursuant to Section 15.2 below, determines the payment is due the party claiming a breach.~~ A party making a payment may dispute its obligation to make the payment at any time and the act of making the payment shall not, under any circumstance, constitute a waiver of any rights to recover all or part of the payment made.

14.3 Upon thirty (30) days written notice following any other default, the non-defaulting party may terminate this Agreement upon the other party's failure to cure the alleged default within such thirty (30) day period.

14.4 Upon suspension or termination of this Agreement the non-defaulting party may pursue all remedies available to it under the terms hereof and under any applicable law.

~~14.5 A default of the Ice Arena Agreement shall be deemed a default of this Agreement, and vice versa.~~

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**Article 15**  
**Applicable Law and Arbitration**

- 15.1 The Parties hereto agree that in the event of any dispute which cannot be resolved by mutual discussions between the Parties, either party shall have the right to initiate mediation with the American Arbitration Association, the cost of which will be borne equally by the Parties hereto. The Parties agree to cooperate concerning the selection of a mediator and to make good faith attempts to resolve their dispute. In the event the Parties are unable to resolve said dispute through mediation or in the event any party shall refuse to cooperate in the mediation process, either party shall have the right to commence arbitration pursuant to Article 15.2.
- 15.2 This Agreement shall be construed and interpreted in accordance with the laws of the State of Minnesota. Any controversy or claim between the Parties arising out of or related to this Agreement shall be submitted by the Parties to arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Such arbitration shall be conducted in Carver County, Minnesota, and both Parties expressly consent to jurisdiction over them by Minnesota courts to compel arbitration and to enter any appropriate order or judgment based upon an arbitration award. The Parties expressly agree to waive their rights to indirect, special, consequential or punitive damage awards in such proceedings and further agree that the prevailing party shall be entitled to an award of reasonable attorney fees and costs incurred in connection with the arbitration award, the judgment based thereon and all subsequent collection efforts.

**Article 16**  
**Notices**

- 16.1 Notices to the Parties shall be deemed to have been given when mailed by both prepaid regular and certified mail to the Parties at the addresses listed herein or such other address that the Parties designate in writing.

**Article 17**  
**Additional Provisions**

- 17.1 This Agreement (including all Schedules) constitutes the entire understanding between the Parties relating to the rights herein granted and the obligations herein assumed and correctly sets forth the rights, duties, and obligations of each party to the other as of the date of this Agreement; provided, however, that this Agreement shall not affect or modify the terms or applicability of any other agreement regarding other subject matters to which **RMSC** and **Owner** are parties. Any prior Agreements, promises, negotiations or representations regarding the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect. No alteration or variation hereof of any provision shall be valid unless reduced to writing and signed by both Parties.
- 17.2 To the extent that the standard terms and conditions of this Agreement conflict with the terms and conditions of any of the Schedules attached hereto, the terms and conditions of

\_\_\_\_\_  
\_\_\_\_\_  
Initials

the Schedules shall control.

- 17.3 This Agreement shall benefit and bind the successors, affiliates and assigns of the Parties. No course of dealing between the Parties and no failure to exercise any right hereunder shall be construed as a waiver of the right to enforce the terms of this Agreement as written.
- 17.4 This Agreement may not be assigned by either party without the other's prior written consent.
- 17.5 The headings contained in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.
- 17.6 If any provision of this Agreement is determined to be invalid, illegal or unenforceable in any respect as written, such provision shall be automatically modified to the minimum extent necessary to make it enforceable and the provision as so modified shall be enforced, without invalidating the Agreement as a whole.
- 17.7 Each party agrees that no officer, employee, agent or other person authorized to act on behalf of any of them will have personal liability in connection with this Agreement or any failure of each party to perform their obligations hereunder.
- 17.8 This Agreement shall not be deemed to create a relationship of partnership or joint venture between the Parties.
- 17.9 Each party is a valid and legally existing entity and each of the undersigned hereby state that he/she has full authority to enter into this Agreement and hereby accepts this Agreement on behalf of the entities identified below.
- 17.10 ~~No Third Party Beneficiary.~~ Nothing in this ~~Management~~ Agreement, express or implied, is intended to confer upon any person (including, but not limited to, any lender), other than the parties hereto and their permitted heirs, executors, personal representatives, successors and assigns, any rights or remedies under or by reason of this ~~Management~~ Agreement.
- 17.11 Time is of the essence.
- 17.12 This Agreement may be executed in any number of counterparts, including email, fax or facsimile transmission, and each such counterpart shall be deemed to be an original instrument, all such counterparts together shall constitute one (1) instrument.

*[Signature page follows.]*

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SIGNATURE PAGE TO PROFESSIONAL MANAGEMENT SERVICES AGREEMENT  
BETWEEN RINK MANAGEMENT SERVICE CORPORATION AND THE CITY OF  
WACONIA, MINNESOTA

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

City of Waconia, Minnesota

Rink Management Services Corporation

By: \_\_\_\_\_  
James P. Sanborn  
Title: Mayor

By: \_\_\_\_\_  
Thomas Hillgrove  
Title: President

By: \_\_\_\_\_  
Susan MH Arntz  
Title: Administrator/Clerk

Address: 201 South Vine Street  
Waconia, MN 55387

Address: 9400 Charter Crossing, Suite D  
Mechanicsville, VA 23116

**SCHEDULE A**

1. Facility name, address, phone numbers:  
Safari Island Community Center  
1600 Community Drive  
Waconia, MN. 55387

2. Initial Term: 5 years

Commencement Date: ~~October 1, 2015~~ April 5, 2016

Termination Date: ~~September 30, 2020~~ April 4, 2021

3. Compensation:

Annual Fee: \$48,000.00

Equal Monthly Payments of: \$4,000.00

Date of 1st Payment: April 5, 2016

4. Incentive/Performance Bonus:

Terms: **RMSC** shall receive 10% of the Increase in Gross Revenues (IGR) paid in arrears within 30 days of the end of each calendar year during the term hereof. IGR shall be defined as the increase in Gross Revenues of the just concluded calendar year over the Base Year. The Base Year shall be defined as the calendar year 2015. The combined total IGR Incentive/Performance bonus payable under this Agreement and the ~~Professional Management Services Ice Arena Agreement for the Facility~~ shall be capped at \$40,000.00 per calendar year for both facilities together.

5. Food, Beverage, Vending and Pro-Shop Operations

Food and Beverage Operations Included   x   yes \_\_\_ no

Vending Operations Included   x   yes \_\_\_ no

Pro-Shop Operations Included   x   yes \_\_\_ no

**SCHEDULE B**  
**Personal Property and Equipment Supplied by Owner**

All inventories taken pursuant to Article 7.5, supra, shall be attached hereto as Schedule B.

**SCHEDULE C**  
**Personal Property and Equipment Supplied by RMSC**

-- None --

**SCHEDULE D**  
**Special Provisions**

1. **Signs.** Subject to **Owner's** approval regarding the number, size and location, **RMSC** may place one or more signs on or about the Facility stating that **RMSC** is the manager and leasing agent for the Facility.
2. **Licenses and Permits.** **Owner** shall assist **RMSC** in obtaining all required licenses and permits for the operation of the Facility.
3. **Uniforms.** **RMSC** shall require appropriate uniforms and personal appearance standards for its employees.
4. **Financial Statements.** **Owner** and **RMSC** shall conduct regular telephone conferences to review the monthly financial statements.
5. **Sponsorship Revenues.** **RMSC** shall be responsible for all sponsorship sales at the Facility and shall receive 50% of all gross sponsorship revenues. Notwithstanding anything to the contrary contained herein, all sponsorships that involve the use of space or signage in the Facility shall be subject to the **Owner's** prior written approval, which approval may be granted or denied in **Owner's** sole discretion.
6. **Utilities.** The value of all water and sewer service provided to the Facility by the City shall be counted as a utility cost for all purposes.
7. **Exclusivity.** During the term of this Agreement and for a period of one (1) year thereafter, **RMSC** shall not own, lease, manage or operate another Recreational Facility within Carver County, Minnesota, unless it has the express, written consent of **Owner** to do so, which consent may be granted or withheld in **Owner's** sole discretion.
8. **Government Data Practices Act.** ~~All data received, maintained and disseminated in any form and for any purpose by RMSC pursuant to this Agreement (Data) is governed by~~ This section addresses the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter Minn. Stat. Chap. 13, as amended, and the Minnesota Rules implementing such Act, as amended. (collectively, the "Act")-MGDPA". Pursuant to Minn. Stat. §13.05, Subd. 6 and Subd 11, RMSC is hereby notified that the requirements of the MGDPA apply to this Agreement and that all of the remedies set forth in Minn. Stat. §13.08 apply to RMSC even though it is a private party. RMSC agrees at all times to strictly comply with the Act and to only use, disclose and distribute data to carry out RMSC's duties under this Agreement. RMSC further agrees that if it all of the requirements of the MGDPA in regard to City Data (defined below) as if RMSC were a governmental entity, provided RMSC shall not have a duty to provide access to Public Data (defined below) available from Owner. If RMSC receives a request from anyone to access any City Data, RMSC shall agree to immediately inform Owner's data practice compliance official of such request and shall to thereafter withhold or cooperate with Owner regarding

~~the release any Data as directed by Owner of the requested data. If RMSC determines it has breached the MGDPA, RMSC agrees to immediately inform Owner's data practice compliance official of such breach and to thereafter cooperate with Owner regarding issuance of any required breach notification. In addition, RMSC agrees to comply with the requirements of Minn. Stat. §15.17 (official records) and Minnesota Stat. §138.17 (government records). For purposes of this Agreement: i) "City Data" means all data created, collected, received, stored, used, maintained or disseminated by RMSC on behalf of Company; ii) "Not Public Data" means all City Data classified as private, nonpublic, confidential, or protected nonpublic data pursuant to the MGDPA; and iii) "Public Data" means all City Data other than Not Public Data. If any provision or requirement of this section conflicts with any other provision or requirement of this Agreement, the provision or requirement of this section shall control. RMSC shall further cause its officers, employees and agents to abide by the Act and the provision of the paragraph. The provision provisions and requirements of the paragraph this section shall survive the expiration of or earlier termination of the Agreement.~~

9. **Confidential Information.** Subject to the requirements of the Act described above, RMSC agrees that all the information obtained by it from Owner, whether in tangible or intangible form, relating to Owner's customer's lists, customer account information, billing information or business plans shall be considered "Confidential Information." Confidential Information need not be marked as such to be protected as Confidential Information by this section. RMSC (a) shall hold Customer Confidential Information in strict confidence, (b) shall not disclose such Confidential Information to any non-parties to this Agreement, except in connection with the performance of the management services provided, and (c) will not use any Confidential Information for any purpose, except in connection with the performance of the management services provided by RMSC pursuant to this Agreement.

~~10. **Governing Law and Venue.** Minnesota law shall govern enforcement and interpretation of this Agreement. Venue and jurisdiction for any court action filed regarding this Agreement shall be in either Carver County or the applicable United States District Court for Minnesota.~~

~~*[Note: Consider specifically addressing which recreational programs are covered by this agreement and which are not.]*~~

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