

WACONIA CITY COUNCIL
MEETING AGENDA



Monday, FEBRUARY 1, 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

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.

| | <u>PAGE NO.</u> |
|---|-----------------|
| 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: | |
| 1) Employee Recognition | |
| 2) Tim Lynch, County Commissioner District 4 | |
| 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 January 19, 2016 Regular City Council Meeting Minutes | 1-3 |
| 2) Authorize Payment of February 1, 2016 Expenditures..... | 4-5 |
| 3) Adopt a Motion to Approve Pay Estimate No. 2 – Final to Visu-Sewer, Inc..... | 6-9 |
| 4) Adopt a Motion to Approve Pay Estimate No. 9 to GMH Asphalt | 10-19 |
| 5) Adopt Resolution No. 2016-34, Approving Application for Exempt Permit Waconia Choir Boosters | 20-21 |

| | | |
|-----|--|-------|
| 6) | Adopt Resolution No. 2016-35, Authorizing Staff to Submit LGU Application for Cost Share Project with Carver County Water Management Organization..... | 22-23 |
| 7) | Adopt Resolution No. 2016-36, Authorizing Purchase of Water Reuse Utility Building from Huffcutt Concrete | 24-27 |
| 8) | Adopt Resolution No. 2016-37, Accepting Donation and Approving Pass Through Recommendation | 28-29 |
| 9) | Adopt Resolution No. 2016-38, Authorizing Purchase of 938M Loader & Winter Maintenance Equipment | 30-31 |
| 10) | Adopt Resolution No. 2016-42, Authorizing Staff to enter into an agreement with Reach for Resources | 32-33 |
| 11) | Adopt Resolution No. 2016-43, Appointing Firefighter..... | 34-35 |
| 12) | Adopt Resolution No. 2016-44, Appointment of Fire Department Officer..... | 36-37 |

6. COUNCIL BUSINESS

| | | |
|----|---|--------|
| 1) | Adopt a Motion to accept Waconia Fire Department Strategic Plan..... | 38-49 |
| 2) | Adopt Resolution 2016-41, Authorizing the Order of Improvements & Advertisement for bid on the 2016 Infrastructure Improvement Project..... | 50-53 |
| 3) | Adopt Resolution 2016-40, Approving Contract with Rink Management Service | 54-94 |
| 4) | Adopt Resolution 2016-39, Approving Employment Agreement with Craig Sinclair .. | 95-104 |

7. ITEMS REMOVED FROM CONSENT AGENDA

8. STAFF REPORTS

9. BOARD REPORTS

Councilmember Erickson
 Councilmember Bloudek
 Councilmember Carrier
 Councilmember Ayers
 Mayor Sanborn

10. ANNOUNCEMENTS

11. ADJOURN REGULAR MEETING

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

CALENDAR OF EVENTS/MEETINGS:

| | | | |
|-------------|---------|---|--------------------|
| February 1 | Monday | 6:00 p.m. | City Council |
| February 15 | Monday | <i>Presidents' Day Holiday -- City Offices Closed</i> | |
| February 16 | Tuesday | 6:00 p.m. | City Council |
| February 16 | Tuesday | After CC | Work Session –TBD |
| February 29 | Monday | 6:00 p.m. | City Council |
| February 29 | Monday | After CC | Work Session - TBD |

CITY OF WACONIA
January 19, 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, Ann Meyerhoff, Craig Sinclair, Nicole Lueck, Angel Smith

Visitors: Greg James, Brenda Goede

Pledge of Allegiance was led by Mayor Sanborn.

ADOPT AGENDA: Motion by Carrier, seconded by Ayers to adopt the agenda as presented. All present voted aye.
MOTION CARRIED.

VISTOR'S PRESENTATION: None

ADOPT CONSENT AGENDA

- 1) Approve January 4, 2016 City Council Meeting Minutes.
- 2) Authorize Payment of January 19, 2016 Expenditures.
- 3) Adopt a Motion to approve Pay Estimate No. 8 to GMH Asphalt.
- 4) Adopt a Motion to approve Pay Estimate No. 4 to Sunram Construction.
- 5) Adopt a Motion to approve Pay Estimate No. 7 to Park Construction.
- 6) Adopt Resolution No. 2016-29, Accepting Multiple Donations from Local Vendors/Merchants for the 2016 Employee Recognition Event.
- 7) Adopt a Motion Authorizing use of Streets/Trails/Parking Lot for Don't Worry Be Hoppy 5k and Kids Run.
- 8) Adopt Resolution No. 2016-26, Authorizing Purchase of Water Reuse Chlorination Equipment from Vessco, Inc.
- 9) Adopt Resolution No. 2016-27, Authorizing Contract Award for Water Reuse Water Main Directional Drill Work to EBI Drilling.
- 10) Adopt Resolution No. 2016-28, Authorizing Contract Award for TH5 Water Reuse Sprinkler System Installation to Kelly Green Irrigation..
- 11) Adopt Resolution No. 2016-30, Authorizing Specification and Bids for Boat 11 Project.
- 12) Adopt Resolution No. 2016-31, Authorizing Staff to Prepare and Submit Assistance to Firefighters Grant for Operations & Safety Equipment with HSEM.
- 13) Adopt Resolution No. 2016-32, Authorizing Purchase and Award of Tandem Truck Chassis, Dump Body and Winter Maintenance Equipment.

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

COUNCIL BUSINESS: Approve Variance Request for Iron Tap. Lane Braaten stated that the City had received a Variance Application from Greg & Bria James (the "applicants") requesting an exception to the Architectural Design Standards regarding rooftop screening in the Downtown Design District. Specifically, the applicants have requested a variance "*to not enclose the rooftop kitchen equipment.*" The variance request is necessary as Section 900.06, Subd. 9.C.7 of the City Ordinance states: "*All rooftop equipment shall be screened from view from adjacent streets, public rights-of-way and adjacent properties.*"

Braaten then reviewed the Planning Considerations which included:

1. The applicants have stated their intent is to leave the rooftop mechanical unscreened per the information stated in their Variance Request Letter, the letter from their architect dated October 8th, 2014, and the letter from their engineer dated January 7th, 2016.
2. The applicants received final Site Plan and Design Review approval from the City Council on January 20th, 2015, which included the requirement to screen the existing rooftop mechanical equipment.

CITY OF WACONIA
January 19, 2016

3. Based on site visit on Tuesday, December 29th, 2015, all of the conditions of approval associated with Site Plan and Design Review have been completed except for the trash enclosure on the property and the screening of the rooftop mechanical.
4. The property is located in the Downtown Design Standards District which requires all rooftop mechanical to be screened from view from adjacent streets, public rights-of-way, and adjacent properties.
5. There are residentially zoned properties to the north of the subject parcel from which the rooftop mechanical is visible.
6. The Planning Commission held a Public Hearing on Thursday, January 7th in which all public comment was received and considered.
7. The applicant has indicated three reasons for the variance to be approved:
 - a) The rooftop is not structurally sound enough to add additional weight.
 - b) The visibility of the equipment is minimal since the completion of the project.
 - c) There is decreased visibility of the equipment due to the new color of the building siding.

The Planning Commission, at their regular meeting on January 7th, 2016, via a 5-0 vote, recommended approval of the variance request submitted by Greg and Bria James to vary from the Downtown District Design Standards and not install the rooftop equipment screening as required by ordinance.

The Planning Commission would recommend the approval upon the following conditions:

1. The trash enclosure be completed by June 1st, 2016.

Council Member Bloudek asked what the rationale was from the Planning Commission to go away from what our Ordinance states.

Braaten stated that the main point that came out of that meeting is that the structure of the building hadn't changed at all and since the structure hadn't changed they were more concerned with the extra weight.

Council Member Bloudek then stated that the screen requirements was a part of the original agreement were understood from the beginning.

Greg and Bria James came forward and stated that they hired a structural engineer that highly recommended not putting additional load on the building considering the age of the building. They explained that the key word is additional. The snow is obviously going to be there and have to be dealt with. It was also stated that they knew the screening was a condition but they knew they could come back for a variance.

Council Member Bloudek said that he struggles with them thinking they can just get a variance when it is a potential variance.

Council Member Carrier explained that he had a conversation with their builder and agreed that the added weight could be a potential problem but he also understands Council Member Bloudek's point as well.

Council Member Bloudek finished by saying that they knew going in what the ordinance was and it should have been designed into their project.

Motion by Carrier, seconded by Erickson to Adopt Resolution 2016-33, Approving the Variance Request by Greg & Bria James (dba. Iron Tap) relieving them from the rooftop screening requirements stated in the Architectural Design Standards in the Downtown District for the property located at 140 Main Street West. Erickson, Sanborn, Carrier, Ayers voted aye. Bloudek voted Nay. **MOTION CARRIED.**

CITY OF WACONIA

January 19, 2016

ITEMS REMOVED FROM CONSENT AGENDA: None

STAFF REPORTS: Susan Arntz gave an update on upcoming projects which include storm pond work expected to start on Highway 5 within the next two weeks.

BOARD REPORTS:

Councilmember Erickson – No Report

Councilmember Bloudek – No Report

Councilmember Carrier – No Report

Councilmember Ayers – No Report

Mayor Sanborn – No Report

ANNOUNCEMENTS:

ADJOURN:

Motion by Erickson, seconded by Carrier to adjourn the meeting at 6:25 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

1/27/2016
Date

**CITY OF WACONIA
Council List-Expenditures
Meeting: February 01, 2016**

| Vendor Name | Description | Amount | Fund/Department |
|--------------------------------------|---|---------------|--|
| A-1 ELECTRIC SERVICE | WTP Photocell Install | \$63.87 | Water |
| A-1 ELECTRIC SERVICE | CSP Electrical Repair | \$74.30 | Parks |
| A-1 ELECTRIC SERVICE | PW Lighting Install | \$540.00 | Central Facilities |
| A-1 ELECTRIC SERVICE | Pheasant Ridge LS Heater Repair | \$547.94 | Sewer |
| ADVANCED ENERGY PARTNERS | IA Electric Service 12/2015 | \$57.05 | Ice Arena |
| AMERICAN LEGION POST 150 | Senior Dining Program 02/2016 | \$600.00 | Central Facilities |
| ASSOCIATION OF MN EMERGENCY MANAGERS | 2016 Association Dues | \$130.00 | Fire |
| AVTEX SOLUTIONS, LLC | Monthly Back-Up Fees 12/2015 | \$420.00 | Technology |
| AVTEX SOLUTIONS, LLC | Infra Maintenance Contracts | \$1,540.00 | Technology |
| BACHMANN, MICHELLE | Reimburse Mailbox Parts - Snowplow Damage | \$63.36 | Streets |
| BARR ENGINEERING COMPANY | CH Generator Engineering | \$332.50 | Administration |
| BARRETT, ANNETTE | Refund SI Membership | \$33.93 | Safari Island |
| BOLTON & MENK, INC | Cedar Point Park Drainage | \$50.00 | Storm Water |
| BOLTON & MENK, INC | Interlaken - Ryland Homes | \$76.00 | Bill Back Receivable |
| BOLTON & MENK, INC | Wetland Conservation Act Administration | \$141.00 | Storm Water |
| BOLTON & MENK, INC | Community Drive/94th St | \$260.50 | PIR |
| BOLTON & MENK, INC | Waterford Property ALTA Survey | \$402.00 | PIR |
| BOLTON & MENK, INC | Crosswinds | \$424.00 | Bill Back Receivable |
| BOLTON & MENK, INC | 2015 Sanitary Sewer CIPP | \$610.00 | Sewer |
| BOLTON & MENK, INC | Interlaken Woods | \$642.00 | Bill Back Receivable |
| BOLTON & MENK, INC | 2014 Infrastructure Project | \$956.00 | Split: PIR, Sewer, Water, Storm Water, Park Dedication |
| BOLTON & MENK, INC | Pheasant Ridge Lift Station | \$1,270.00 | Sewer |
| BOLTON & MENK, INC | TH 284/10th St Recon | \$1,421.50 | Split: PIR, Storm Water, Sewer, Water |
| BOLTON & MENK, INC | MSA System Management | \$1,437.00 | Streets |
| BOLTON & MENK, INC | WTF Evaluation/Utility Rate Study | \$2,309.50 | Split: Water, Sewer |
| BOLTON & MENK, INC | School District 110 Expansion | \$2,734.00 | PIR |
| BOLTON & MENK, INC | Miscellaneous Engineering | \$2,755.00 | Split: Streets, Parks, PIR, Storm Water, Water, Sewer, Planning |
| BOLTON & MENK, INC | Phase 1 Environmental Assessment | \$3,303.50 | PIR |
| BOLTON & MENK, INC | Clearwater Shores Review | \$4,373.00 | Clearwater Shores HIA |
| BOLTON & MENK, INC | 2015 Infrastructure Project | \$6,113.50 | Split: PIR, Storm Water, Sewer, Water, Park Dedication |
| BOLTON & MENK, INC | TH 5 Storm Water Reuse | \$12,665.50 | Storm Water |
| BOLTON & MENK, INC | 2016 Infrastructure Project | \$49,041.50 | Split: PIR, Storm Water, Sewer, Water |
| BOLTON & MENK, INC | TH 5 Corridor Improvements | \$84,240.50 | Split: PIR, Storm Water, Sewer, Water |
| BUDGET EXTERIORS | Refund Permit Overpayment | \$18.00 | Finance |
| CARVER COUNTY TREASURER | Refund SI Membership Overpayment | \$76.95 | Safari Island |
| CARVER COUNTY TREASURER | Phone/Internet Service 01/2016 | \$1,839.79 | Split: Bill Back Receivable, Central Facilities, Safari Island, Water, Sewer, Storm Water, Ice Arena |
| CARVER COUNTY TREASURER | Fines/Prosecution Qtr 04/2015 | \$8,504.89 | Split: Law Enforcement, Administration |
| CARVER COUNTY TREASURER | Police Contract OT Qtr 04/2015 | \$10,762.26 | Law Enforcement |
| CHOICE ELECTRIC | Uninstall BPP Light Poles | \$1,335.00 | Parks |
| CITY OF BLOOMINGTON | Water Testing 12/2015 | \$105.00 | Water |
| CITY OF SAINT PAUL | Asphalt - Manholes/Sewer Dig | \$715.99 | Split: Streets, Sewer |
| CREEKSIDE SOILS | Compost Disposal 12/22/15 | \$230.00 | Streets |
| DANIEL SCHMIDT LIGHTING INC | CH/Library/PW Lighting | \$5,930.00 | Central Facilities |
| DIAMOND MUNICIPAL SOLUTIONS | 2016 Great Plains Support Plan | \$35,539.31 | Technology |
| DURAN, PAMELA | Refund SI Credit on Account | \$6.67 | Safari Island |
| EMERGENCY MEDICAL TRAINING SPE | 1st Responder Course Fee | \$2,800.00 | Fire |
| GESINGER, BONITA | Refund SI Credit on Account | \$59.75 | Safari Island |
| GOPHER STATE ONE-CALL, INC. | Utility Locate Tickets 12/2015 | \$117.65 | Split: Water, Sewer |
| GRELL, STEPHANIE | Refund SI Credit on Account | \$22.71 | Safari Island |
| HEALTH PARTNERS | EAP Fees 01/2016 | \$102.00 | Administration |
| HENNING EXCAVATING | Water Service Repair - Lake St | \$3,700.00 | Water |
| IMAGETREND, INC. | Annual CAD Interface Fee | \$240.00 | Fire |
| ISD#110 | SI Shared Use - Energy Project | \$4,608.45 | Safari Island |
| ISD#110 | SI Shared Use - Repairs/Maint | \$6,038.78 | Safari Island |
| ISD#110 | SI Shared Use - Utilities | \$61,260.29 | Safari Island |
| LONNES, BECKIE | Refund SI Membership | \$106.92 | Safari Island |

**Council List-Expenditures
Meeting: February 01, 2016**

| Vendor Name | Description | Amount | Fund/Department |
|---------------------------------------|-------------------------------|---------------------|------------------------|
| MAS COMMUNICATIONS | FS Elevator Phone | \$192.80 | Central Facilities |
| METRO CITIES | 2016 Membership Dues | \$4,534.00 | Administration |
| MN STREET SUPERINTENDENTS ASSOCIATION | 2016 Memberships - 5 PW EE's | \$250.00 | Streets |
| MUELLER & SONS, INC. | Pit Run - Sewer Digs | \$160.24 | Sewer |
| MUELLER & SONS, INC. | Pit Run - Water/Sewer Digs | \$650.22 | Split: Water, Sewer |
| MUELLER & SONS, INC. | TH 5 Stabilize 10th St Access | \$2,646.73 | PIR |
| PROVISION MEDIA INC. | AV System Repair | \$1,141.00 | PEG Fund |
| ROYAL TIRE INC | Truck #24 Tires | \$927.48 | Fire |
| SIMPLEX GRINNELL | IA Door Repair | \$524.00 | Ice Arena |
| SONG RIVER HOLDINGS, LLC | Refund Remaining Escrow Funds | \$3,775.96 | PIR |
| SVL SERVICE CORPORATION | SI Dectron Unit Repairs | \$3,237.50 | Safari Island |
| WATSON CO INC | SI Merchandise for Resale | \$328.63 | Safari Island |
| ZIEGLER, INC. | Generator Inspections | \$11,713.00 | Split: Water, Sewer |
| | | <u>\$353,830.92</u> | |

The above bills have been approved for payment at the regular City Council Meeting on February 01, 2016.
Authorized and ordered for payment:

Mayor

City Administrator



REQUEST FOR CITY COUNCIL ACTION

| | | | | | | |
|--|---|-----------------|---|--------------------|--|--------------------|
| Meeting Date: | February 01, 2016 | | | | | |
| Item Name: | Contractor Pay Request #2-Final – CIPP Lining | | | | | |
| Originating Department: | Finance | | | | | |
| Presented by: | Nicole Lueck, Finance Director | | | | | |
| Previous Council Action (if any): | | | | | | |
| Item Type (X only one): | <table border="1"> <tr> <td>Consent</td> <td>X</td> <td>Regular Session</td> <td></td> <td>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.)

Motion to approve Pay Estimate No. 2-Final to Visu-Sewer, Inc. for the 2015 CIPP Lining Project.

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

Staff reviewed the contractor’s pay request for the 2015 CIPP Lining project and recommends total payment of \$64,007.07 based on the engineering request for payment. This payment represents approximately 99.1% of the total approved contract.

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



BOLTON & MENK, INC.

Consulting Engineers & Surveyors

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Phone (952) 448-8838 • Fax (952) 448-8805

www.bolton-menk.com

January 26, 2016

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

**Re: 2015 CIPP Project
Pay Request No. 2 - Final**

Dear Ms. Lueck:

Enclosed please find Pay Request No. 2-Final for work completed from 10/22/2015 to 11/19/2015 on the above referenced project. Payment includes mobilization, traffic control, cured in place pipe, and the release of all retainage withheld.

We have reviewed the estimate, verified the quantities, and recommend the City make payment in the amount of **\$64,007.07** to Visu-Sewer, Inc. This project is broken into two separate project components as follows:

- Storm Sewer \$57,268.75
- Sanitary Sewer \$ 6,738.32

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

Respectfully Submitted,
Bolton & Menk, Inc.

Jake Saulsbury, P.E.

cc: Craig Eldred, Public Services Director

Enclosure

Contractor: Visu-Sewer
 Name of Project: 2015 CIPP Project

Estimate Number: 2
 Application Date: 11/19/2015
 Pay Period: 10/22/15 - 11/19/15

% COMPLETED AFTER THIS ESTIMATE..... 99.1%

ORIGINAL CONTRACT AMOUNT \$ 107,033.75

CHANGE ORDERS/EXTRA WORK:

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

TOTAL ADDITIONS..... \$ -
 SUB TOTALS..... \$ 107,033.75
 TOTAL DEDUCTIONS..... \$ -

CONTRACT AMOUNT TO DATE..... \$ 107,033.75

TOTAL COMPLETED TO DATE..... \$ 106,048.75
 MATERIALS STORED..... \$ -
 TOTAL COMPLETED AND STORED TO DATE..... \$ 106,048.75
 LESS 0% RETAINAGE..... \$ -
 TOTAL EARNED LESS RETAINAGE..... \$ 106,048.75

LESS PREVIOUS PAYMENTS:

| | | | |
|-------------------|----------------------------|----------------|--------------------|
| Est. No. <u>1</u> | Amount \$ <u>42,041.68</u> | Est. No. _____ | Amount \$ <u>-</u> |
| Est. No. _____ | Amount \$ <u>-</u> | Est. No. _____ | Amount \$ <u>-</u> |
| Est. No. _____ | Amount \$ <u>-</u> | Est. No. _____ | Amount \$ <u>-</u> |
| Est. No. _____ | Amount \$ <u>-</u> | Est. No. _____ | Amount \$ <u>-</u> |
| Est. No. _____ | Amount \$ <u>-</u> | Est. No. _____ | Amount \$ <u>-</u> |
| Est. No. _____ | Amount \$ <u>-</u> | Est. No. _____ | Amount \$ <u>-</u> |

Total Estimates \$ 42,041.68

AMOUNT DUE THIS ESTIMATE..... \$ 64,007.07

Payment requested by:

Visu-Sewer
 Contractor Representative

By: *Ronald E. [Signature]*

Date: 11/22/15

Approved and recommended for payment by:

Bolton & Menk, Inc.
 Project Engineer

By: *Joshua [Signature]*

Date: 11/23/2015



REQUEST FOR CITY COUNCIL ACTION

| | | | | | | | |
|--|---|-----------------|---|--------------------|--|--------------------|--|
| Meeting Date: | February 01, 2016 | | | | | | |
| Item Name: | Contractor Pay Request #9 - 2015 Infrastructure Improvement Project | | | | | | |
| Originating Department: | Finance | | | | | | |
| Presented by: | Nicole Lueck, Finance Director | | | | | | |
| Previous Council Action (if any): | | | | | | | |
| Item Type (X only one): | <table border="1"> <tr> <td>Consent</td> <td>X</td> <td>Regular Session</td> <td></td> <td>Discussion Session</td> <td></td> </tr> </table> | Consent | X | Regular Session | | Discussion Session | |
| Consent | X | Regular Session | | Discussion Session | | | |

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

Motion to approve Pay Estimate No. 9 to GMH Asphalt for the 2015 Infrastructure Improvement Project

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

Staff has reviewed the contractor pay request for the 2015 Infrastructure Improvement Project and recommends payment of \$5,311.72 based on the engineering request for payment. This payment represents approximately 96.8% of the total approved contract for the project.

FINANCIAL IMPLICATIONS:

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

Budget Information:

X Budgeted

Non Budgeted

Amendment Required

ADVISORY BOARD RECOMMENDATIONS:

Planning Commission
 Parks and Recreation Board
 Safari Island Advisory Board
 Other



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January 25, 2016

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

**Re: 2015 Infrastructure Improvement Project
Pay Request No. 9**

Dear Ms. Lueck:

Enclosed please find Pay Request No. 9 for work completed from 1/1/2016 to 1/21/2016 on the above referenced project. The work completed includes payment for hand railings and curbing modifications. This payment also includes a quantity correction for work in Fountain Park.

We have reviewed the estimate, verified the quantities, and recommend the City make payment in the amount of **\$5,311.72** to GMH Asphalt. This project is broken into nine separate project components. Below is a total for each of these components as well as the estimated percent of work completed for each fund type.

| PAY APPLICATION NO. 8 | | | | | | |
|-----------------------|-------------------|--------|----------|-----------|-------|------|
| PROJECT TYPE | TOTAL | STREET | SANITARY | WATERMAIN | STORM | PARK |
| STREET RECONSTRUCTION | \$0.00 | 0% | 0% | 0% | 0% | 0% |
| PARKING LOT ONE | \$7,760.00 | 100% | 0% | 0% | 0% | 0% |
| FOUNTAIN PARK | -\$3,190.33 | 0% | 0% | 0% | 100% | 0% |
| STORMWATER REUSE | \$0.00 | 0% | 0% | 0% | 0% | 0% |
| FIFTH STREET RAVINE | \$0.00 | 0% | 0% | 0% | 0% | 0% |
| COUNTRY PONDS OUTLET | \$0.00 | 0% | 0% | 0% | 0% | 0% |
| OLD BEACH LANE | \$0.00 | 0% | 0% | 0% | 0% | 0% |
| BENT CREEK PARK | \$742.05 | 0% | 0% | 0% | 0% | 100% |
| REITZ LAKE PARK | \$0.00 | 0% | 0% | 0% | 0% | 0% |
| TOTAL: | \$5,311.72 | | | | | |

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

Respectfully Submitted,
Bolton & Menk, Inc.

Jake Saulsbury, P.E.

cc: Craig Eldred, Public Services Director

Enclosure

Application Number: 9

Application Date: 1/21/2016

Period to: 1/1/2016 - 1/21/2016

BMI Project Number: C12.108448

| Item No. | Description of Work | Original Plan Quantity | Unit of Measure | Bid Price | Contract Amount | D | | E | Total Amount Completed (B x E) |
|---|---|------------------------|-----------------|--------------|-----------------|----------------------|----------------------------|--------|--------------------------------|
| | | | | | | Current Pay Quantity | Application Amount (B x D) | | |
| SECTION 1: PRORATA | | | | | | | | | |
| 1 | VIBRATION MONITORING | 1 | LUMP SUM | \$47,700.00 | \$47,700.00 | 0 | \$0.00 | 1.0 | \$47,700.00 |
| 2 | MOBILIZATION | 1 | LUMP SUM | \$138,760.00 | \$138,760.00 | 0.0 | \$0.00 | 1.0 | \$138,760.00 |
| 3 | TRAFFIC CONTROL | 1 | LUMP SUM | \$10,000.00 | \$10,000.00 | 0.0 | \$0.00 | 1.0 | \$10,000.00 |
| 4 | EROSION AND SEDIMENT CONTROL | 1 | LUMP SUM | \$5,000.00 | \$5,000.00 | 0.0 | \$0.00 | 1.0 | \$5,000.00 |
| SECTION 2: STREET RECONSTRUCTION | | | | | | | | | |
| REMOVALS: | | | | | | | | | |
| 5 | CLEAR AND GRUB TREE ≤12" | 11 | TREE | \$211.00 | \$2,321.00 | 0 | \$0.00 | 15 | \$3,165.00 |
| 6 | CLEAR AND GRUB TREE >12" | 3 | TREE | \$1,060.00 | \$3,180.00 | 0 | \$0.00 | 4 | \$4,240.00 |
| 7 | REMOVE WATERMAIN OR FORCEMAIN | 1,010 | LIN FT | \$5.30 | \$5,353.00 | 0 | \$0.00 | 760 | \$4,028.00 |
| 8 | REMOVE WATERMAIN SERVICE PIPE | 352 | LIN FT | \$0.01 | \$3.52 | 0 | \$0.00 | 256 | \$2.56 |
| 9 | REMOVE PIPE SEWER (STORM) | 797 | LIN FT | \$5.30 | \$4,224.10 | 0 | \$0.00 | 1,013 | \$5,368.90 |
| 10 | REMOVE PIPE SEWER (SANITARY) | 510 | LIN FT | \$5.30 | \$2,703.00 | 0 | \$0.00 | 507 | \$2,687.10 |
| 11 | REMOVE PIPE SEWER (SANITARY SERVICE) | 288 | LIN FT | \$5.30 | \$1,526.40 | 0 | \$0.00 | 344 | \$1,823.20 |
| 12 | REMOVE DRAINAGE STRUCTURE | 11 | EACH | \$370.00 | \$4,070.00 | 0 | \$0.00 | 11 | \$4,070.00 |
| 13 | REMOVE CASTING (STORM) | 15 | EACH | \$200.00 | \$3,000.00 | 0 | \$0.00 | 14 | \$2,800.00 |
| 14 | REMOVE CASTING (SANITARY) | 2 | EACH | \$200.00 | \$400.00 | 0 | \$0.00 | 2 | \$400.00 |
| 15 | REMOVE SANITARY MANHOLE | 1 | EACH | \$370.00 | \$370.00 | 0 | \$0.00 | 1 | \$370.00 |
| 16 | REMOVE MISCELLANEOUS STRUCTURE | 3 | EACH | \$530.00 | \$1,590.00 | 0 | \$0.00 | 0 | \$0.00 |
| 17 | REMOVE HYDRANT | 2 | EACH | \$530.00 | \$1,060.00 | 0 | \$0.00 | 3 | \$1,590.00 |
| 18 | REMOVE CONCRETE CURB & GUTTER | 5,375 | LIN FT | \$5.10 | \$27,412.50 | 0 | \$0.00 | 4,743 | \$24,189.30 |
| 19 | REMOVE RETAINING WALL | 100 | SQ FT | \$14.00 | \$1,400.00 | 0 | \$0.00 | 180 | \$2,520.00 |
| 20 | REMOVE CONCRETE DRIVEWAY/WALK | 6,110 | SQ FT | \$1.50 | \$9,165.00 | 0 | \$0.00 | 6,228 | \$9,342.00 |
| 21 | REMOVE BITUMINOUS DRIVEWAY PAVEMENT | 5,031 | SQ FT | \$0.60 | \$3,018.60 | 0 | \$0.00 | 1,314 | \$788.40 |
| 22 | REMOVE BITUMINOUS PAVEMENT | 14,531 | SQ YD | \$2.50 | \$36,327.50 | 0 | \$0.00 | 14,248 | \$35,620.00 |
| 23 | SAWING CONCRETE PAVEMENT (FULL DEPTH) | 636 | LIN FT | \$3.50 | \$2,226.00 | 0 | \$0.00 | 225 | \$787.50 |
| 24 | SAWING BITUMINOUS PAVEMENT (FULL DEPTH) | 1,541 | LIN FT | \$2.50 | \$3,852.50 | 0 | \$0.00 | 905 | \$2,262.50 |
| 25 | SALVAGE CASTING | 3 | EACH | \$200.00 | \$600.00 | 0 | \$0.00 | 3 | \$600.00 |
| 26 | ABANDON LIFT STATION | 1 | EACH | \$2,640.00 | \$2,640.00 | 0 | \$0.00 | 2 | \$5,280.00 |
| 27 | ABANDON WM AND FM PIPE | 725 | LIN FT | \$5.30 | \$3,842.50 | 0 | \$0.00 | 690 | \$3,657.00 |
| 28 | ABANDON STORM SEWER (ANY SIZE) | 158 | LIN FT | \$10.60 | \$1,674.80 | 0 | \$0.00 | 70 | \$742.00 |
| 29 | ABANDON SANITARY SEWER PIPE | 559 | LIN FT | \$5.30 | \$2,962.70 | 0 | \$0.00 | 393 | \$2,082.90 |
| ROADWAY CONSTRUCTION: | | | | | | | | | |
| 30 | COMMON EXCAVATION (EV) | 6,431 | CU YD | \$19.60 | \$126,047.60 | 0 | \$0.00 | 6,431 | \$126,047.60 |
| 31 | SUBGRADE EXCAVATION (EV) | 1,725 | CU YD | \$19.60 | \$33,810.00 | 0 | \$0.00 | 943 | \$18,482.80 |
| 32 | TOPSOIL BORROW (LV) | 900 | CU YD | \$19.35 | \$17,415.00 | 0 | \$0.00 | 442 | \$8,552.70 |
| 33 | STABILIZING AGGREGATE - SELECT GRANULAR BORROW (LV) | 935 | CU YD | \$19.20 | \$17,952.00 | 0 | \$0.00 | 672 | \$12,902.40 |
| 34 | STABILIZING AGGREGATE 3" MINUS CRUSHED | 1,350 | TON | \$23.00 | \$31,050.00 | 0 | \$0.00 | 17 | \$391.00 |
| 35 | GEOTEXTILE FABRIC TYPE V | 13,355 | SQ YD | \$1.50 | \$20,032.50 | 0 | \$0.00 | 13,355 | \$20,032.50 |
| 36 | AGGREGATE SURFACING CLASS 5 (DRIVEWAY) | 145 | TON | \$21.50 | \$3,117.50 | 0 | \$0.00 | 100 | \$2,150.00 |
| 37 | AGGREGATE BASE CLASS 5 (CV) | 4,165 | CU YD | \$38.70 | \$161,185.50 | 0 | \$0.00 | 4,411 | \$170,705.70 |
| 38 | 1.5" TYPE SP 9.5 WEARING COURE MIX (2,B) | 10,335 | SQ YD | \$5.85 | \$60,459.75 | 0 | \$0.00 | 3,596 | \$21,036.60 |
| 39 | 2.0" TYPE SP 9.5 WEARING COURE MIX (2,B) | 1,548 | SQ YD | \$7.75 | \$11,997.00 | 0 | \$0.00 | 1,548 | \$11,997.00 |
| 40 | DELETED | | | | | | \$0.00 | 0 | \$0.00 |
| 41 | TYPE SP 12.5 NON WEAR COURSE MIXTURE (2,B) | 2,305 | TON | \$57.65 | \$132,883.25 | 0.00 | \$0.00 | 2,305 | \$132,867.68 |
| 42 | DELETED | 0 | 0 | \$0.00 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 |
| 43 | MODULAR BLOCK RETAINING WALL | 520 | SQ FT | \$16.00 | \$8,320.00 | 0 | \$0.00 | 410 | \$6,560.00 |
| 44 | CONCRETE BLOCK RETAINING WALL | 1,680 | SQ FT | \$38.50 | \$64,680.00 | 0 | \$0.00 | 1,330 | \$51,205.00 |
| UTILITIES: | | | | | | | | | |
| 45 | 4" PERF PE EDGE DRAIN | 3,967 | LIN FT | \$8.50 | \$33,719.50 | 0 | \$0.00 | 3,677 | \$31,254.50 |
| 46 | 4" PIPE DRAIN CLEANOUT | 22 | EACH | \$300.00 | \$6,600.00 | 0 | \$0.00 | 21 | \$6,300.00 |
| 47 | 12" RC PIPE SEWER DESIGN 3006 CLASS V | 381 | LIN FT | \$27.50 | \$10,477.50 | 0 | \$0.00 | 397 | \$10,917.50 |
| 48 | 15" RC PIPE SEWER DESIGN 3006 CLASS V | 274 | LIN FT | \$29.50 | \$8,083.00 | 0 | \$0.00 | 245 | \$7,227.50 |
| 49 | 18" RC PIPE SEWER DESIGN 3006 CLASS V | 272 | LIN FT | \$37.00 | \$10,064.00 | 0 | \$0.00 | 146 | \$5,402.00 |
| 50 | 24" RC PIPE SEWER DESIGN 3006 CLASS III | 137 | LIN FT | \$42.20 | \$5,781.40 | 0 | \$0.00 | 137 | \$5,781.40 |
| 51 | 12" DUAL WALL HDPE W/ WATERTIGHT JOINTS | 53 | LIN FT | \$38.00 | \$2,014.00 | 0 | \$0.00 | 54 | \$2,052.00 |
| 52 | CONSTRUCT DRAINAGE STRUCTURE DESIGN R-1 | 18 | LIN FT | \$283.00 | \$5,218.52 | 0.00 | \$0.00 | 18.5 | \$5,229.84 |
| 53 | CONSTRUCT DRAINAGE STRUCTURE DESIGN G | 10 | LIN FT | \$323.00 | \$3,100.80 | 0.00 | \$0.00 | 11.6 | \$3,746.80 |
| 54 | CONSTRUCT DRAINAGE STRUCTURE DES 48-4020 | 21 | LIN FT | \$323.00 | \$6,634.42 | 0.00 | \$0.00 | 20.3 | \$6,563.36 |
| 55 | CONSTRUCT DRAINAGE STRUCTURE DES 48-4022 | 31 | LIN FT | \$323.00 | \$10,022.69 | 0.00 | \$0.00 | 26.3 | \$8,491.67 |
| 56 | CONNECT TO EXISTING STORM PIPE | 4 | EACH | \$685.00 | \$2,740.00 | 0 | \$0.00 | 5 | \$3,425.00 |
| 57 | CASTING ASSEMBLY (STORM) | 22 | EACH | \$775.00 | \$17,050.00 | 0 | \$0.00 | 20 | \$15,500.00 |
| 58 | CONNECT TO EXISTING STORM STRUCTURE | 1 | EACH | \$791.00 | \$791.00 | 0 | \$0.00 | 2 | \$1,582.00 |
| 59 | SUMP PUMP SERVICE LINE CONNECTION | 4 | EACH | \$580.00 | \$2,320.00 | 0 | \$0.00 | 8 | \$4,640.00 |
| 60 | CONNECT TO EXISTING WATERMAIN | 3 | EACH | \$791.00 | \$2,373.00 | 0 | \$0.00 | 6 | \$4,746.00 |
| 61 | HYDRANT | 3 | EACH | \$3,825.00 | \$11,475.00 | 0 | \$0.00 | 4 | \$15,300.00 |
| 62 | HYDRANT EXTENSION (0.5') | 2 | EACH | \$845.00 | \$1,690.00 | 0 | \$0.00 | 0 | \$0.00 |
| 63 | HYDRANT EXTENSION (1.0') | 2 | EACH | \$1,000.00 | \$2,000.00 | 0 | \$0.00 | 0 | \$0.00 |
| 64 | ADJUST VALVE BOX | 7 | EACH | \$350.00 | \$2,450.00 | 0 | \$0.00 | 4 | \$1,400.00 |
| 65 | 6" GATE VALVE AND BOX | 8 | EACH | \$1,620.00 | \$12,960.00 | 0 | \$0.00 | 8 | \$12,960.00 |
| 66 | 8" GATE VALVE AND BOX | 4 | EACH | \$1,740.00 | \$6,960.00 | 0 | \$0.00 | 4 | \$6,960.00 |
| 67 | CUT-IN VALVE | 1 | EACH | \$1,735.00 | \$1,735.00 | 0 | \$0.00 | 1 | \$1,735.00 |
| 68 | CUT-IN TEE | 1 | EACH | \$1,582.00 | \$1,582.00 | 0 | \$0.00 | 0 | \$0.00 |

Application Number: 9

Application Date: 1/21/2016

Period to: 1/1/2016 - 1/21/2016

BMI Project Number: C12.108448

| Item No. | Description of Work | Original Plan Quantity | Unit of Measure | Bid Price | Contract Amount | D | | Total Quantity to Date | Total Amount Completed (B x E) |
|--------------------------------------|--|------------------------|-----------------|--------------|-----------------|----------------------|----------------------------|------------------------|--------------------------------|
| | | | | | | Current Pay Quantity | Application Amount (B x D) | | |
| 69 | 1.5" CORPORATION STOP | 1 | EACH | \$560.00 | \$560.00 | 0 | \$0.00 | 1 | \$560.00 |
| 70 | 1" CORPORATION STOP | 10 | EACH | \$351.00 | \$3,510.00 | 0 | \$0.00 | 10 | \$3,510.00 |
| 71 | 1.5" CURB STOP & BOX | 1 | EACH | \$732.00 | \$732.00 | 0 | \$0.00 | 1 | \$732.00 |
| 72 | 1" CURB STOP & BOX | 10 | EACH | \$422.00 | \$4,220.00 | 0 | \$0.00 | 10 | \$4,220.00 |
| 73 | 6" WATERMAIN DUCTILE IRON CL 52 | 126 | LIN FT | \$41.00 | \$5,166.00 | 0 | \$0.00 | 64 | \$2,624.00 |
| 74 | 8" WATERMAIN DUCTILE IRON CL 52 | 33 | LIN FT | \$52.00 | \$1,716.00 | 0 | \$0.00 | 195 | \$10,140.00 |
| 75 | 6" PVC WATERMAIN C900 DR18 | 583 | LIN FT | \$25.30 | \$14,749.90 | 0 | \$0.00 | 471 | \$11,916.30 |
| 76 | 8" PVC WATERMAIN C900 DR18 | 316 | LIN FT | \$31.70 | \$10,017.20 | 0 | \$0.00 | 347 | \$10,999.90 |
| 77 | 8" WATERMAIN DUCTILE IRON CL 52 RESTRAINED JOINTS | 107 | LIN FT | \$53.00 | \$5,671.00 | 0 | \$0.00 | 64 | \$3,392.00 |
| 78 | 8" WATERMAIN DUCTILE IRON CL 55 RESTRAINED JOINTS | 275 | LIN FT | \$67.50 | \$18,562.50 | 0 | \$0.00 | 304 | \$20,520.00 |
| 79 | 1" TYPE K COPPER SERVICE PIPE | 360 | LIN FT | \$19.00 | \$6,840.00 | 0 | \$0.00 | 351 | \$6,669.00 |
| 80 | 1.5" HDPE C901 WATER SERVICE PIPE | 48 | LIN FT | \$13.75 | \$660.00 | 0 | \$0.00 | 48 | \$660.00 |
| 81 | CONNECT TO EXISTING 6" WATER SERVICE | 1 | EACH | \$791.00 | \$791.00 | 0 | \$0.00 | 1 | \$791.00 |
| 82 | CONNECT TO EXISTING 1.5" WATER SERVICE | 1 | EACH | \$405.00 | \$405.00 | 0 | \$0.00 | 1 | \$405.00 |
| 83 | CONNECT TO EXISTING 1" WATER SERVICE | 10 | EACH | \$295.00 | \$2,950.00 | 0 | \$0.00 | 10 | \$2,950.00 |
| 84 | 4" POLYSTYRENE INSULATION | 3 | SQ YD | \$106.00 | \$318.00 | 0 | \$0.00 | 7 | \$752.60 |
| 85 | PIPE FITTINGS | 891 | POUND | \$10.60 | \$9,444.60 | 0 | \$0.00 | 2,569 | \$27,231.40 |
| 86 | 9 LB ANODE | 16 | EACH | \$370.00 | \$5,920.00 | 0 | \$0.00 | 11 | \$4,070.00 |
| 87 | 17 LB ANODE | 19 | EACH | \$633.00 | \$12,027.00 | 0 | \$0.00 | 19 | \$12,027.00 |
| 88 | CATHODIC PROTECTION TEST STATION | 1 | EACH | \$6,860.00 | \$6,860.00 | 0 | \$0.00 | 1 | \$6,860.00 |
| 89 | TEMPORARY WATER SYSTEM | 1 | LUMP SUM | \$10,600.00 | \$10,600.00 | 0 | \$0.00 | 1 | \$10,600.00 |
| 90 | PEA ROCK PIPE BEDDING, MNDOT 3127, FA-4 | 300 | TON | \$42.20 | \$12,660.00 | 0.00 | \$0.00 | 447 | \$18,853.69 |
| 91 | SELECT GRANULAR BORROW, TRENCH BACKFILL (LV) | 220 | CU YD | \$18.00 | \$3,960.00 | 0 | \$0.00 | 135 | \$2,423.34 |
| 92 | SHREDDED TIRE FILL, 2"-6" SHREDS (LV) | 1,100 | CU YD | \$15.85 | \$17,435.00 | 0 | \$0.00 | 720 | \$11,412.00 |
| 93 | LIGHTWEIGHT AGGREGATE (ESCS, 3/8" TO #0) (LV) | 100 | CU YD | \$106.00 | \$10,600.00 | 0 | \$0.00 | 100 | \$10,600.00 |
| 94 | GRANULAR PIPE FOUNDATION MATERIAL | 240 | TON | \$37.00 | \$8,880.00 | 0.00 | \$0.00 | 230 | \$8,496.31 |
| 95 | GEOTEXTILE FABRIC FOR TRENCH BACKFILL, TYPE V | 650 | LIN FT | \$3.70 | \$2,405.00 | 0 | \$0.00 | 304 | \$1,124.80 |
| 96 | EXPORT ORGANIC AND EXCESS SOIL (LV) | 1,800 | CU YD | \$8.50 | \$15,300.00 | 0 | \$0.00 | 2,226 | \$18,921.00 |
| 97 | HELICAL PILING SYSTEM | 1 | LUMP SUM | \$216,275.00 | \$216,275.00 | 0.00 | \$0.00 | 1 | \$216,275.00 |
| 98 | PILING LENGTH PRICE ADJUSTMENT (+ OR - 32 FEET) | 200 | LIN FT | \$39.00 | \$7,800.00 | 0 | \$0.00 | -484 | -\$18,876.00 |
| 99 | U-BOLT PIPE CONNECTIONS TO PILE CAPS | 58 | EACH | \$317.00 | \$18,386.00 | 0 | \$0.00 | 59 | \$18,703.00 |
| 100 | SURCHARGE SOIL PLACEMENT AND REMOVAL (CV) | 500 | CU YD | \$22.15 | \$11,075.00 | 0 | \$0.00 | 500 | \$11,075.00 |
| 101 | CONNECT TO EXISTING SANITARY SEWER | 3 | EACH | \$2,100.00 | \$6,300.00 | 0 | \$0.00 | 4 | \$8,400.00 |
| 102 | CONNECT TO EXISTING SANITARY MANHOLE | 2 | EACH | \$3,675.00 | \$7,350.00 | 0 | \$0.00 | 2 | \$7,350.00 |
| 103 | CONNECT TO EXISTING SERVICE PIPE | 10 | EACH | \$580.00 | \$5,800.00 | 0 | \$0.00 | 10 | \$5,800.00 |
| 104 | CONSTRUCT SANITARY MANHOLE | 38 | LIN FT | \$274.00 | \$10,387.34 | 0.00 | \$0.00 | 38 | \$10,387.34 |
| 105 | OUTSIDE DROP MANHOLE | 4 | LIN FT | \$527.00 | \$2,297.72 | 0.00 | \$0.00 | 4 | \$2,297.72 |
| 106 | 6" SANITARY SEWER DUCTILE IRON CL 52 | 176 | LIN FT | \$84.50 | \$14,872.00 | 0 | \$0.00 | 205 | \$17,322.50 |
| 107 | 6" SANITARY SEWER DUCTILE IRON CL 55 RESTRAINED JOINTS | 43 | LIN FT | \$210.00 | \$9,030.00 | 0 | \$0.00 | 43 | \$9,030.00 |
| 108 | 8" SANITARY SEWER DUCTILE IRON CL 55 RESTRAINED JOINTS | 299 | LIN FT | \$63.00 | \$18,837.00 | 0 | \$0.00 | 311 | \$19,593.00 |
| 109 | 8" PVC PIPE SEWER SDR 35 | 331 | LIN FT | \$50.00 | \$16,550.00 | 0 | \$0.00 | 329 | \$16,450.00 |
| 110 | 8" PVC PIPE SEWER SDR 26 | 316 | LIN FT | \$106.00 | \$33,496.00 | 0 | \$0.00 | 366 | \$38,796.00 |
| 111 | 8" PVC PIPE SEWER C-900 DR 18 | 48 | LIN FT | \$53.00 | \$2,544.00 | 0 | \$0.00 | 20 | \$1,060.00 |
| 112 | 6" PVC PIPE SEWER SERVICE SDR-26 | 143 | LIN FT | \$34.80 | \$4,976.40 | 0 | \$0.00 | 191 | \$6,646.80 |
| 113 | 8"X6" PVC WYE | 3 | EACH | \$370.00 | \$1,110.00 | 0 | \$0.00 | 4 | \$1,480.00 |
| 114 | EXPLORATORY EXCAVATION | 10 | HR | \$474.00 | \$4,740.00 | 0 | \$0.00 | 4 | \$1,659.00 |
| 115 | GRANULAR FOUNDATION MATERIAL | 25 | TON | \$37.00 | \$925.00 | 0 | \$0.00 | 16 | \$606.06 |
| 116 | CASTING ASSEMBLY (SANITARY) | 4 | EACH | \$650.00 | \$2,600.00 | 0 | \$0.00 | 4 | \$2,600.00 |
| 117 | ADJUST FRAME & RING CASTING | 9 | EACH | \$425.00 | \$3,825.00 | 0 | \$0.00 | 9 | \$3,825.00 |
| 118 | ADJUST GATE VALVE AND BOX | 3 | EACH | \$350.00 | \$1,050.00 | 0 | \$0.00 | 3 | \$1,050.00 |
| 119 | CHIMNEY SEAL | 30 | EACH | \$200.00 | \$6,000.00 | 0 | \$0.00 | 20 | \$4,000.00 |
| EW #2442 | DRAINTILE MATERIAL CHANGE | 1 | LS | \$840.18 | \$0.00 | 0 | \$0.00 | 1 | \$840.18 |
| EW #2449 | GAS LINE RELOCATION | 1 | LS | \$918.50 | \$0.00 | 0 | \$0.00 | 1 | \$918.50 |
| EW #2450 | RETAINING WALL ITEMS | 1 | LS | \$2,937.00 | \$0.00 | 0 | \$0.00 | 1 | \$2,937.00 |
| EW #5 | BITUMINOUS RAMP RADII | 1 | LS | \$1,503.15 | \$0.00 | 0 | \$0.00 | 1 | \$1,503.15 |
| SIDEWALK, DRIVEWAYS, SIGNAGE: | | | | | | | | | |
| 120 | 4" CONCRETE WALK | 12,310 | SQ FT | \$4.07 | \$50,101.70 | 0 | \$0.00 | 10,461 | \$42,576.27 |
| 121 | 6" CONCRETE WALK | 1,040 | SQ FT | \$5.75 | \$5,980.00 | 0 | \$0.00 | 2,679 | \$15,404.25 |
| 122 | 4" COLORED CONCRETE | 3,830 | SQ FT | \$7.10 | \$27,193.00 | 0 | \$0.00 | 542 | \$3,848.20 |
| 123 | 6" COLORED CONCRETE | 620 | SQ FT | \$8.40 | \$5,208.00 | 0 | \$0.00 | 1,990 | \$16,716.00 |
| 124 | 6" CONCRETE DRIVEWAY PAVEMENT | 1,605 | SQ FT | \$5.60 | \$8,988.00 | 0 | \$0.00 | 483 | \$2,704.80 |
| 125 | HEAVY DUTY 6" CONCRETE DRIVEWAY PAVEMENT | 395 | SQ FT | \$6.30 | \$2,488.50 | 0 | \$0.00 | 296 | \$1,864.80 |
| 126 | 6" CONCRETE PEDESTRIAN RAMP | 2,440 | SQ FT | \$7.85 | \$19,154.00 | 0 | \$0.00 | 2,297 | \$18,031.45 |
| 127 | TRUNCATED DOMES | 490 | SQ FT | \$48.00 | \$23,520.00 | 0 | \$0.00 | 396 | \$19,008.00 |
| 128 | CONCRETE CURB & GUTTER DESIGN B618 | 4,434 | LIN FT | \$14.50 | \$64,293.00 | 0 | \$0.00 | 5,024 | \$72,848.00 |
| 129 | CONCRETE CURB & GUTTER DESIGN B618-REINFORCED | 907 | LIN FT | \$15.25 | \$13,831.75 | 0 | \$0.00 | 0 | \$0.00 |
| 130 | CONCRETE CURB & GUTTER DESIGN SURMOUNTABLE-REINFORCED | 202 | LIN FT | \$18.67 | \$3,771.34 | 0 | \$0.00 | 0 | \$0.00 |
| 131 | CONCRETE VALLEY GUTTER | 399 | SQ FT | \$8.40 | \$3,351.60 | 0 | \$0.00 | 398 | \$3,343.20 |
| 132 | BITUMINOUS CURB | 38 | LIN FT | \$20.00 | \$760.00 | 0 | \$0.00 | 30 | \$600.00 |
| 133 | 3" BITUMINOUS DRIVEWAY PAVEMENT MIX (2,B) | 4,405 | SQ FT | \$2.88 | \$12,686.40 | 0 | \$0.00 | 3,294 | \$9,486.72 |
| 134 | BITUMINOUS PATCH | 94 | SQ YD | \$20.00 | \$1,880.00 | 0 | \$0.00 | 30 | \$600.00 |
| 135 | HEAVY DUTY BITUMINOUS DRIVEWAY PAVEMENT MIX (2,B) | 2,765 | SQ FT | \$3.83 | \$10,589.95 | 0 | \$0.00 | 2,074 | \$7,943.42 |
| 136 | FENCE DESIGN SPECIAL | 255 | LIN FT | \$120.00 | \$30,600.00 | 0 | \$0.00 | 255 | \$30,600.00 |

Application Number: 9

Application Date: 1/21/2016

Period to: 1/1/2016 - 1/21/2016

BMI Project Number: C12.108448

| Item No. | Description of Work | Original Plan Quantity | Unit of Measure | Bid Price | Contract Amount | D | | Total Quantity to Date | Total Amount Completed (B x E) |
|---|---|------------------------|-----------------|-------------|-----------------|----------------------|----------------------------|------------------------|--------------------------------|
| | | | | | | Current Pay Quantity | Application Amount (B x D) | | |
| 137 | WOOD RAIL FENCE | 105 | LIN FT | \$12.70 | \$1,333.50 | 0 | \$0.00 | 0 | \$0.00 |
| 138 | DECIDUOUS TREE 2 1/2" CALIPER, B & B | 14 | TREE | \$400.00 | \$5,600.00 | 0 | \$0.00 | 0 | \$0.00 |
| EROSION CONTROL AND RESTORATION: | | | | | | | | | |
| 139 | SILT FENCE, TYPE PREASSEMBLED | 95 | LIN FT | \$5.30 | \$503.50 | 0 | \$0.00 | 934 | \$4,950.20 |
| 140 | ROCKBAG BARRIER | 6 | EACH | \$40.00 | \$240.00 | 0 | \$0.00 | 0 | \$0.00 |
| 141 | STORM DRAIN INLET PROTECTION | 26 | EACH | \$125.00 | \$3,250.00 | 0 | \$0.00 | 12 | \$1,500.00 |
| 142 | EROSION CONTROL BLANKET CAT. 2, SEED MIX 25-131 | 345 | SQ YD | \$1.65 | \$569.25 | 0 | \$0.00 | 2,034 | \$3,356.10 |
| 143 | SODDING TYPE LAWN | 3,350 | SQ YD | \$4.50 | \$15,075.00 | 0 | \$0.00 | 1,375 | \$6,187.50 |
| 144 | ROCK CONSTRUCTION ENTRANCE | 378 | TON | \$18.00 | \$6,804.00 | 0 | \$0.00 | 0 | \$0.00 |
| 145 | LANDSCAPING | 1 | ALLOWANCE | \$10,000.00 | \$10,000.00 | 0 | \$0.00 | 0 | \$0.00 |
| 146 | IRRIGATION SYSTEM AND ELECTRIC FENCE REPAIR | 1 | ALLOWANCE | \$8,000.00 | \$8,000.00 | 0 | \$0.00 | 0 | \$0.00 |
| PAVEMENT MARKINGS: | | | | | | | | | |
| 147 | PAVT MSSG (HANDICAPPED SYMBOL) PAINT | 1 | EACH | \$54.00 | \$54.00 | 0 | \$0.00 | 1 | \$54.00 |
| 148 | 4" SOLID LINE WHITE-EPOXY | 956 | LIN FT | \$0.94 | \$898.64 | 0 | \$0.00 | 1,019 | \$957.86 |
| 149 | 4" DOUBLE SOLID LINE YELLOW-EPOXY | 1,366 | LIN FT | \$1.88 | \$2,568.08 | 0 | \$0.00 | 470 | \$883.60 |
| 150 | CROSSWALK MARKING-EPOXY | 1,440 | SQ FT | \$5.65 | \$8,136.00 | 0 | \$0.00 | 1,632 | \$9,220.80 |
| EW 05 | 21" RC PIPE SEWER DES 3006 CLASS III | 0 | LIN FT | \$32.70 | \$0.00 | 0 | \$0.00 | 130 | \$4,251.00 |
| EW #214 | MAPLE ST SANITARY GRADE | 1 | LS | \$1,320.00 | \$0.00 | 0 | \$0.00 | 1 | \$1,320.00 |
| EW #216 | MAPLE ST SANITARY STUB | 1 | LS | \$6,429.00 | \$0.00 | 0 | \$0.00 | 1 | \$6,429.00 |
| EW #1 | ADDITIONAL TRAFFIC CONTROL | 1 | LS | \$1,713.03 | \$0.00 | 0 | \$0.00 | 1 | \$1,713.03 |
| EW #2 | SECOND STREET BORROW | 1 | LS | \$5,000.00 | \$0.00 | 0 | \$0.00 | 1 | \$5,000.00 |
| EW #8 | LANDSCAPING | 1 | LS | \$3,810.09 | \$0.00 | 0 | \$0.00 | 1 | \$3,810.09 |
| EW #9 | LIBRARY CURB RAMPS | 1 | LS | \$1,321.95 | \$0.00 | 0 | \$0.00 | 1 | \$1,321.95 |
| EW #10 | VINE STREET RAILINGS | 1 | LS | \$3,938.34 | \$0.00 | 0 | \$0.00 | 1 | \$3,938.34 |
| SECTION 3: PARKING LOT ONE | | | | | | | | | |
| 151 | CLEAR AND GRUB TREE ≤12" | 19 | TREE | \$211.00 | \$4,009.00 | 0 | \$0.00 | 19 | \$4,009.00 |
| 152 | REMOVE CONCRETE CURB & GUTTER | 1,104 | LIN FT | \$5.10 | \$5,630.40 | 0 | \$0.00 | 1,131 | \$5,768.10 |
| 153 | REMOVE BITUMINOUS PAVEMENT | 56 | SQ YD | \$5.00 | \$280.00 | 0 | \$0.00 | 140 | \$700.00 |
| 154 | REMOVE CONCRETE DRIVEWAY/WALK | 989 | SQ FT | \$1.50 | \$1,483.50 | 0 | \$0.00 | 1,022 | \$1,533.00 |
| 155 | REMOVE RETAINING WALL | 317 | SQ FT | \$14.00 | \$4,438.00 | 0 | \$0.00 | 325 | \$4,550.00 |
| 156 | REMOVE ROCK MULCH | 247 | SQ YD | \$7.50 | \$1,852.50 | 0 | \$0.00 | 158 | \$1,185.00 |
| 157 | REMOVE WOOD MULCH | 356 | SQ YD | \$7.50 | \$2,670.00 | 0 | \$0.00 | 253 | \$1,897.50 |
| 158 | DELETED | | | | | | \$0.00 | 0 | \$0.00 |
| 159 | SALVAGE FLAG POLE | 1 | EACH | \$1,500.00 | \$1,500.00 | 0 | \$0.00 | 0 | \$0.00 |
| 160 | SAWING BITUMINOUS PAVEMENT (FULL DEPTH) | 25 | LIN FT | \$2.50 | \$62.50 | 0 | \$0.00 | 21 | \$52.50 |
| 161 | SAWING CONCRETE PAVEMENT (FULL DEPTH) | 5 | LIN FT | \$3.50 | \$17.50 | 0 | \$0.00 | 29 | \$101.50 |
| 162 | RECLAIM BITUMINOUS PAVEMENT | 5,620 | SQ YD | \$1.90 | \$10,678.00 | 0 | \$0.00 | 6,451 | \$12,256.90 |
| 163 | SALVAGE RECLAIMED AGGREGATE (EV) | 740 | CU YD | \$3.00 | \$2,220.00 | 0 | \$0.00 | 740 | \$2,220.00 |
| 164 | COMMON EXCAVATION (EV) | 490 | CU YD | \$19.60 | \$9,604.00 | 0 | \$0.00 | 490 | \$9,604.00 |
| 165 | GRADE IN-PLACE RECLAIMED AGGREGATE MATERIAL | 3,440 | SQ YD | \$2.80 | \$9,632.00 | 0 | \$0.00 | 3,440 | \$9,632.00 |
| 166 | TEMPORARY ACCESS | 1 | LUMP SUM | \$1,500.00 | \$1,500.00 | 0 | \$0.00 | 1 | \$1,500.00 |
| 167 | SUBGRADE EXCAVATION (EV) | 100 | CU YD | \$19.60 | \$1,960.00 | 0 | \$0.00 | 135 | \$2,646.00 |
| 168 | PLACE SALVAGED RECLAIMED AGGREGATE | 600 | CU YD | \$3.00 | \$1,800.00 | 0 | \$0.00 | 740 | \$2,220.00 |
| 169 | CONCRETE CURB & GUTTER (B612) | 1,500 | LIN FT | \$15.50 | \$23,250.00 | 0 | \$0.00 | 1,519 | \$23,544.50 |
| 170 | TYPE SP 12.5 NON WEAR COURSE MIXTURE (2,B) | 750 | TON | \$63.17 | \$47,377.50 | 0 | \$0.00 | 892 | \$56,348.27 |
| 171 | 1.5" TYPE SP 9.5 WEARING COURSE MIX (2,B) | 5,550 | SQ YD | \$6.42 | \$35,631.00 | 0 | \$0.00 | 5,550 | \$35,631.00 |
| 172 | 3" BITUMINOUS DRIVEWAY PAVEMENT MIX (2,B) | 440 | SQ FT | \$2.88 | \$1,267.20 | 0 | \$0.00 | 405 | \$1,166.40 |
| 173 | HEAVY DUTY 6" CONCRETE DRIVEWAY PAVEMENT | 95 | SQ FT | \$6.30 | \$598.50 | 0 | \$0.00 | 95 | \$598.50 |
| 174 | 4" CONCRETE WALK | 1,420 | SQ FT | \$5.00 | \$7,100.00 | 0 | \$0.00 | 780 | \$3,900.00 |
| 175 | CONCRETE BLOCK RETAINING WALL | 760 | SQ FT | \$39.00 | \$29,640.00 | 0 | \$0.00 | 795 | \$31,005.00 |
| 176 | FENCE DESIGN SPECIAL | 136 | LIN FT | \$120.00 | \$16,320.00 | 0 | \$0.00 | 136 | \$16,320.00 |
| 177 | CONCRETE STAIRWAY | 20 | SQ FT | \$69.60 | \$1,392.00 | 0 | \$0.00 | 56 | \$3,897.60 |
| 178 | CONCRETE HANDICAP RAMP | 167 | SQ FT | \$16.85 | \$2,805.53 | 0 | \$0.00 | 302 | \$5,088.70 |
| 179 | HANDRAILS FOR STAIRWAY & HC RAMP | 1 | LUMP SUM | \$8,000.00 | \$8,000.00 | 1 | \$8,000.00 | 1 | \$8,000.00 |
| 180 | 6" PERFORATED PE DRAINTILE | 152 | LIN FT | \$37.00 | \$5,624.00 | 0 | \$0.00 | 134 | \$4,958.00 |
| 181 | 6" PIPE DRAIN CLEANOUT | 3 | EACH | \$370.00 | \$1,110.00 | 0 | \$0.00 | 5 | \$1,850.00 |
| 182 | 8" DUAL WALL HDPE W/ WATERTIGHT JOINTS | 19 | LIN FT | \$68.50 | \$1,301.50 | 0 | \$0.00 | 0 | \$0.00 |
| 183 | 12" PVC DRAIN BASIN WITH CASTING | 2 | EACH | \$1,060.00 | \$2,120.00 | 0 | \$0.00 | 0 | \$0.00 |
| 184 | CASTING ASSEMBLY- (STORM) | 2 | EACH | \$775.00 | \$1,550.00 | 0 | \$0.00 | 2 | \$1,550.00 |
| 185 | CHIMNEY SEAL | 2 | EACH | \$200.00 | \$400.00 | 0 | \$0.00 | 1 | \$200.00 |
| 186 | RAIN GUARDIAN (INC. CONCRETE BASE SLAB) | 2 | EACH | \$1,320.00 | \$2,640.00 | 0 | \$0.00 | 2 | \$2,640.00 |
| 187 | REMOVE DRAINAGE STRUCTURE | 2 | EACH | \$370.00 | \$740.00 | 0 | \$0.00 | 2 | \$740.00 |
| 188 | REMOVE PIPE SEWER (STORM) | 66 | LIN FT | \$10.50 | \$693.00 | 0 | \$0.00 | 67 | \$703.50 |
| 189 | 8" DUCTILE IRON STORM PIPE, CL 52 | 10 | LIN FT | \$121.00 | \$1,210.00 | 0 | \$0.00 | 0 | \$0.00 |
| 190 | 12" DUCTILE IRON STORM PIPE, CL 52 | 31 | LIN FT | \$79.00 | \$2,449.00 | 0 | \$0.00 | 31 | \$2,449.00 |
| 191 | CONSTRUCT DRAINAGE STRUCTURE-DES 2'X3' | 4 | LIN FT | \$319.00 | \$1,212.20 | 0.00 | \$0.00 | 4 | \$1,212.20 |
| 192 | CONSTRUCT DRAINAGE STRUCTURE-DESIGN 48-4022 | 5 | LIN FT | \$317.00 | \$1,572.32 | 0.00 | \$0.00 | 6 | \$1,889.32 |
| 193 | CONNECT TO EXISTING STORM PIPE | 3 | EACH | \$685.00 | \$2,055.00 | 0 | \$0.00 | 3 | \$2,055.00 |
| 194 | SALVAGE BENCH | 3 | EACH | \$158.00 | \$474.00 | 0 | \$0.00 | 0 | \$0.00 |
| 195 | TEMPORARY CONSTRUCTION FENCE | 350 | LIN FT | \$4.65 | \$1,627.50 | 0 | \$0.00 | 175 | \$813.75 |
| 196 | INFILTRATION MEDIA (CV) | 20 | CU YD | \$158.00 | \$3,160.00 | 0 | \$0.00 | 30 | \$4,740.00 |
| 197 | TOPSOIL BORROW (LV) | 215 | CU YD | \$25.00 | \$5,375.00 | 0 | \$0.00 | 106 | \$2,650.00 |
| 198 | LANDSCAPING | 1 | ALLOWANCE | \$5,000.00 | \$5,000.00 | 0 | \$0.00 | 0 | \$0.00 |

Application Number: 9

Application Date: 1/21/2016

Period to: 1/1/2016 - 1/21/2016

BMI Project Number: C12.108448

| Item No. | Description of Work | Original Plan Quantity | Unit of Measure | Bid Price | Contract Amount | D | | E | Total Amount Completed (B x E) |
|---------------------------------|---|------------------------|-----------------|------------|-----------------|----------------------|----------------------------|-------|--------------------------------|
| | | | | | | Current Pay Quantity | Application Amount (B x D) | | |
| 199 | DECIDUOUS TREE 2 1/2" CALIPER, B & B | 19 | EACH | \$400.00 | \$7,600.00 | 0 | \$0.00 | 0 | \$0.00 |
| 200 | EROSION CTL BLANKET, CAT 3 SEED MIX 25-131 | 600 | SQ YD | \$1.65 | \$990.00 | 0 | \$0.00 | 600 | \$990.00 |
| 201 | SILT FENCE, TYPE PREASSEMBLED | 500 | LIN FT | \$1.60 | \$800.00 | 0 | \$0.00 | 617 | \$987.20 |
| 202 | STORM DRAIN INLET PROTECTION | 4 | EACH | \$125.00 | \$500.00 | 0.0 | \$0.00 | 3 | \$375.00 |
| 203 | ROCKBAG BARRIER | 1 | EACH | \$40.00 | \$40.00 | 0 | \$0.00 | 0 | \$0.00 |
| 204 | INSTALL SIGN TYPE SPECIAL | 40 | SQ FT | \$21.10 | \$844.00 | 0 | \$0.00 | 0 | \$0.00 |
| 205 | 4" SOLID LINE WHITE-EPOXY | 3,145 | LIN FT | \$3.27 | \$10,284.15 | 0 | \$0.00 | 2,813 | \$9,198.51 |
| 206 | PAVT MSSG (HANDICAPPED SYMBOL) PAINT | 6 | EACH | \$54.00 | \$324.00 | 0 | \$0.00 | 6 | \$324.00 |
| EW #212 | BREWERY RETAINING WALL | 1 | LS | \$4,420.70 | \$0.00 | 0 | \$0.00 | 1 | \$4,420.70 |
| EW #11 | BREWERY RAILING | 1 | LS | \$2,882.57 | \$0.00 | 0 | \$0.00 | 1 | \$2,882.57 |
| SECTION 4: FOUNTAIN PARK | | | | | | | | | |
| 207 | CLEAR AND GRUB TREE | 11 | TREE | \$211.00 | \$2,321.00 | 0 | \$0.00 | 8 | \$1,688.00 |
| 208 | REMOVE BITUMINOUS PAVEMENT | 874 | SQ YD | \$3.00 | \$2,622.00 | 0 | \$0.00 | 874 | \$2,622.00 |
| 209 | REMOVE CONCRETE DRIVEWAY/WALK | 183 | SQ FT | \$2.00 | \$366.00 | 0 | \$0.00 | 213 | \$426.00 |
| 210 | REMOVE RIPRAP | 15 | CU YD | \$26.50 | \$397.50 | 0 | \$0.00 | 15 | \$397.50 |
| 211 | REMOVE PIPE SEWER (STORM) | 459 | LIN FT | \$5.30 | \$2,432.70 | 0 | \$0.00 | 336 | \$1,780.80 |
| 212 | REMOVE DRAINAGE STRUCTURE | 6 | EACH | \$370.00 | \$2,220.00 | 0 | \$0.00 | 4 | \$1,480.00 |
| 213 | REMOVE CASTING (STORM) | 10 | EACH | \$200.00 | \$2,000.00 | 0 | \$0.00 | 10 | \$2,000.00 |
| 214 | REMOVE LIGHT STANDARD FOUNDATION | 3 | EACH | \$1,500.00 | \$4,500.00 | 0 | \$0.00 | 3 | \$4,500.00 |
| 215 | REMOVE CONCRETE CURB & GUTTER | 494 | LIN FT | \$5.10 | \$2,519.40 | 0 | \$0.00 | 579 | \$2,952.90 |
| 216 | MILL BITUMINOUS PAVEMENT 1.5" DEPTH | 2,624 | SQ YD | \$3.85 | \$10,102.40 | 0 | \$0.00 | 2,624 | \$10,102.40 |
| 217 | SAWING CONCRETE PAVEMENT (FULL DEPTH) | 15 | LIN FT | \$10.00 | \$150.00 | 0 | \$0.00 | 15 | \$150.00 |
| 218 | SAWING BITUMINOUS PAVEMENT (FULL DEPTH) | 277 | LIN FT | \$2.50 | \$692.50 | 0 | \$0.00 | 277 | \$692.50 |
| 219 | SALVAGE SIGN | 2 | EACH | \$26.40 | \$52.80 | 0 | \$0.00 | 0 | \$0.00 |
| 220 | POND DEWATERING | 1 | LUMP SUM | \$4,750.00 | \$4,750.00 | 0 | \$0.00 | 1 | \$4,750.00 |
| 221 | COMMON EXCAVATION (LEVEL 3 SEDIMENT) (EV) | 600 | CU YD | \$26.50 | \$15,900.00 | 0 | \$0.00 | 1,176 | \$31,164.00 |
| 222 | COMMON EXCAVATION (EV) | 800 | CU YD | \$14.00 | \$11,200.00 | 0 | \$0.00 | 800 | \$11,200.00 |
| 222A | POND EXCAVATION (EV) | 980 | CU YD | \$20.05 | \$19,649.00 | 0 | \$0.00 | 980 | \$19,649.00 |
| 223 | TOPSOIL BORROW (LV) | 600 | CU YD | \$25.00 | \$15,000.00 | 0 | \$0.00 | 564 | \$14,100.00 |
| 224 | BITUMINOUS CRACK REPAIR | 800 | LIN FT | \$1.80 | \$1,440.00 | 0 | \$0.00 | 534 | \$961.20 |
| 225 | 2" TYPE 9.5 WEARING COURSE MIX (2,B) | 2,624 | SQ YD | \$8.90 | \$23,353.60 | 0 | \$0.00 | 2,624 | \$23,353.60 |
| 226 | PERVIOUS CONCRETE PAVERS | 552 | SQ YD | \$133.00 | \$73,416.00 | 0 | \$0.00 | 483 | \$64,239.00 |
| 227 | 4" PERF PE EDGE DRAIN | 542 | LIN FT | \$12.00 | \$6,504.00 | 0 | \$0.00 | 506 | \$6,072.00 |
| 228 | 6" PERFORATED PE DRAINTILE | 707 | LIN FT | \$37.00 | \$26,159.00 | 0 | \$0.00 | 584 | \$21,608.00 |
| 229 | 4" PIPE DRAIN CLEANOUT | 5 | EACH | \$300.00 | \$1,500.00 | 0 | \$0.00 | 5 | \$1,500.00 |
| 230 | 4" PIPE DRAIN CLEANOUT WITH CASTING | 1 | EACH | \$1,000.00 | \$1,000.00 | 0 | \$0.00 | 1 | \$1,000.00 |
| 231 | 6" PIPE DRAIN CLEANOUT | 6 | EACH | \$265.00 | \$1,590.00 | 0 | \$0.00 | 5 | \$1,325.00 |
| 232 | 12" RC PIPE SEWER DES 3006 CL V | 89 | LIN FT | \$39.00 | \$3,471.00 | 0 | \$0.00 | 79 | \$3,081.00 |
| 233 | 15" RC PIPE SEWER DES 3006 CL V | 150 | LIN FT | \$40.00 | \$6,000.00 | 0 | \$0.00 | 173 | \$6,920.00 |
| 234 | 24" RC PIPE SEWER DES 3006 CL III | 46 | LIN FT | \$47.50 | \$2,185.00 | 0 | \$0.00 | 46 | \$2,185.00 |
| 235 | 30" RC PIPE SEWER DES 3006 CL III | 100 | LIN FT | \$55.00 | \$5,500.00 | 0 | \$0.00 | 100 | \$5,500.00 |
| 236 | 48" RC PIPE SEWER DES 3006 CL II | 52 | LIN FT | \$101.00 | \$5,252.00 | 0 | \$0.00 | 52 | \$5,252.00 |
| 237 | 48" ARCH RC PIPE SEWER DES 3006 CL II | 36 | LIN FT | \$150.00 | \$5,400.00 | 0 | \$0.00 | 36 | \$5,400.00 |
| 238 | 12" RC APRON W/ TRASHGUARD | 2 | EACH | \$1,142.00 | \$2,284.00 | 0 | \$0.00 | 2 | \$2,284.00 |
| 239 | 24" RC APRON W/ TRASHGUARD | 1 | EACH | \$1,585.00 | \$1,585.00 | 0 | \$0.00 | 1 | \$1,585.00 |
| 240 | 30" RC APRON W/ TRASHGUARD | 1 | EACH | \$1,900.00 | \$1,900.00 | 0 | \$0.00 | 1 | \$1,900.00 |
| 241 | 48" ARCH RC APRON | 1 | EACH | \$1,940.00 | \$1,940.00 | 0 | \$0.00 | 1 | \$1,940.00 |
| 242 | 12" PVC DRAIN BASIN WITH CASTING | 1 | EACH | \$1,115.00 | \$1,115.00 | 0 | \$0.00 | 1 | \$1,115.00 |
| 243 | CONSTRUCT DRAINAGE STRUCTURE-DES 2'X3' | 3.56 | LIN FT | \$304.00 | \$1,082.24 | 0.00 | \$0.00 | 3.56 | \$1,082.24 |
| 244 | CONSTRUCT DRAINAGE STRUCTURE-DES 60-4020 W/ PRESERVER | 12.43 | LIN FT | \$554.00 | \$6,886.22 | 0.00 | \$0.00 | 12.43 | \$6,886.22 |
| 245 | CONSTRUCT DRAINAGE STRUCTURE-DES 72-4020 W/ PRESERVER | 7.90 | LIN FT | \$978.00 | \$7,726.20 | 0.00 | \$0.00 | 7.90 | \$7,726.20 |
| 246 | CONSTRUCT DRAINAGE STRUCTURE-DES 48-4022 | 16.00 | LIN FT | \$355.00 | \$5,680.00 | 0.00 | \$0.00 | 16.00 | \$5,680.00 |
| 247 | CONSTRUCT DRAINAGE STRUCTURE-DES 48-4022 W/ PRESERVER | 8.75 | LIN FT | \$580.00 | \$5,075.00 | 0.00 | \$0.00 | 8.95 | \$5,191.00 |
| 248 | CONSTRUCT DRAINAGE STRUCTURE-DES 48-4022 W/ SAFL BAFFLE | 9.72 | LIN FT | \$781.00 | \$7,591.32 | 0.00 | \$0.00 | 9.72 | \$7,591.32 |
| 249 | CONSTRUCT OUTLET CONTROL STRUCTURE - 96" DIA | 9 | LIN FT | \$1,319.00 | \$12,266.70 | 0.00 | \$0.00 | 9.30 | \$12,266.70 |
| 250 | CASTING ASSEMBLY- (STORM) | 13 | EACH | \$775.00 | \$10,075.00 | 0 | \$0.00 | 11 | \$8,525.00 |
| 251 | CHIMNEY SEAL | 13 | EACH | \$200.00 | \$2,600.00 | 0 | \$0.00 | 13 | \$2,600.00 |
| 252 | ADJUST FRAME & RING CASTING | 5 | EACH | \$425.00 | \$2,125.00 | 0 | \$0.00 | 5 | \$2,125.00 |
| 253 | CONNECT TO EXISTING STORM PIPE | 4 | EACH | \$685.00 | \$2,740.00 | 0 | \$0.00 | 4 | \$2,740.00 |
| 254 | CONNECT TO EXISTING STORM STRUCTURE | 1 | EACH | \$1,060.00 | \$1,060.00 | 0 | \$0.00 | 3 | \$3,180.00 |
| 255 | RANDOM RIPRAP CLASS III | 30 | CU YD | \$84.50 | \$2,560.35 | 0 | \$0.00 | 30 | \$2,560.35 |
| 256 | POND GRADING | 1 | LUMP SUM | \$3,692.00 | \$3,692.00 | 0 | \$0.00 | 1 | \$3,692.00 |
| 257 | IRON ENHANCED SAND FILTER | 17 | SQ YD | \$400.00 | \$6,800.00 | 0 | \$0.00 | 17 | \$6,800.00 |
| 258 | INFILTRATION MEDIA (CV) | 161 | CU YD | \$79.00 | \$12,719.00 | 0 | \$0.00 | 188 | \$14,852.00 |
| 259 | RAIN GUARDIAN (INC. CONCRETE BASE SLAB) | 4 | EACH | \$1,319.00 | \$5,276.00 | 0 | \$0.00 | 4 | \$5,276.00 |
| 260 | CONCRETE CURB & GUTTER DESIGN B612 | 378 | LIN FT | \$19.65 | \$7,427.70 | 0 | \$0.00 | 466 | \$9,156.90 |
| 261 | BITUMINOUS PATCH | 134 | SQ YD | \$36.75 | \$4,924.50 | 0 | \$0.00 | 162 | \$5,953.50 |
| 262 | 6" CONCRETE PEDESTRIAN RAMP | 207 | SQ FT | \$7.85 | \$1,624.95 | 0 | \$0.00 | 207 | \$1,624.95 |
| 263 | 4" CONCRETE WALK | 416 | SQ FT | \$6.00 | \$2,496.00 | 0 | \$0.00 | 416 | \$2,496.00 |
| 264 | TRUNCATED DOMES | 32 | SQ FT | \$48.00 | \$1,536.00 | 0 | \$0.00 | 0 | \$0.00 |
| 265 | PAVT MSSG (HANDICAPPED SYMBOL) PAINT | 4 | EACH | \$54.00 | \$216.00 | 0 | \$0.00 | 3 | \$162.00 |
| 266 | 4" SOLID LINE WHITE - PAINT | 1,229 | LIN FT | \$1.35 | \$1,659.15 | 0 | \$0.00 | 755 | \$1,019.25 |
| 267 | INSTALL SALVAGED SIGN | 2 | EACH | \$50.00 | \$100.00 | 0 | \$0.00 | 0 | \$0.00 |

Application Number: 9

Application Date: 1/21/2016

Period to: 1/1/2016 - 1/21/2016

BMI Project Number: C12.108448

| Item No. | Description of Work | Original Plan Quantity | Unit of Measure | Bid Price | Contract Amount | D | | E | Total Amount Completed (B x E) |
|---|---|------------------------|-----------------|-------------|-----------------|----------------------|----------------------------|-------|--------------------------------|
| | | | | | | Current Pay Quantity | Application Amount (B x D) | | |
| 268 | TREE PROTECTION FENCE | 215 | LIN FT | \$2.40 | \$516.00 | 0 | \$0.00 | 329 | \$789.60 |
| 269 | EROSION CTL BLANKET, CAT 3 - w/ SEED MIX 33-261 | 1,756 | SQ YD | \$1.85 | \$3,248.60 | 0 | \$0.00 | 1,844 | \$3,411.40 |
| 270 | EROSION CTL BLANKET, CAT 2 - w/ SEED MIX 25-131 | 1,109 | SQ YD | \$1.60 | \$1,774.40 | 0 | \$0.00 | 2,026 | \$3,241.60 |
| 271 | ROCK CONSTRUCTION ENTRANCE | 38 | TON | \$18.00 | \$684.00 | 0 | \$0.00 | 0 | \$0.00 |
| 272 | RIPRAP COVERED STANDPIPE | 1 | EACH | \$2,110.00 | \$2,110.00 | 0 | \$0.00 | 1 | \$2,110.00 |
| 273 | STORM DRAIN INLET PROTECTION | 7 | EACH | \$125.00 | \$875.00 | 0 | \$0.00 | 8 | \$1,000.00 |
| 274 | PERENNIAL 1 GAL | 199 | PLANT | \$15.05 | \$2,994.95 | 0 | \$0.00 | 0 | \$0.00 |
| 275 | PERENNIAL 2 GAL | 22 | PLANT | \$25.90 | \$569.80 | 0 | \$0.00 | 0 | \$0.00 |
| 276 | PERENNIAL 1 QT | 648 | PLANT | \$12.00 | \$7,776.00 | 0 | \$0.00 | 0 | \$0.00 |
| 277 | GRASSES 1 GAL | 328 | PLANT | \$15.05 | \$4,936.40 | 0 | \$0.00 | 0 | \$0.00 |
| EW #12 | 6" SDR DRAINTILE | 1 | LS | \$3,289.00 | \$0.00 | -1 | -\$3,289.00 | 1 | \$3,289.00 |
| EW #2445 | POND DEWATERING | 1 | LS | \$1,100.00 | \$0.00 | 0 | \$0.00 | 1 | \$1,100.00 |
| EW #2452 | POROUS PAVEMENT GEOGRID | 1 | LS | \$2,547.32 | \$0.00 | 0 | \$0.00 | 1 | \$2,547.32 |
| EW #2446 | POROUS PAVEMENT ROCK | 1 | LS | \$1,848.00 | \$0.00 | 0 | \$0.00 | 1 | \$1,848.00 |
| EW #2451 | POROUS PAVEMENT ROCK | 1 | LS | \$11,012.96 | \$0.00 | 0 | \$0.00 | 1 | \$11,012.96 |
| SECTION 5: BURANDT LAKE STORMWATER REUSE | | | | | | | | | |
| 278 | REMOVE CONCRETE CURB & GUTTER | 303 | LIN FT | \$5.10 | \$1,545.30 | 0 | \$0.00 | 303 | \$1,545.30 |
| 279 | REMOVE DRAINAGE STRUCTURE | 2 | EACH | \$370.00 | \$740.00 | 0 | \$0.00 | 2 | \$740.00 |
| 280 | REMOVE PIPE SEWER (STORM) | 223 | LIN FT | \$5.30 | \$1,181.90 | 0 | \$0.00 | 223 | \$1,181.90 |
| 281 | REMOVE CASTING (STORM) | 2 | EACH | \$200.00 | \$400.00 | 0 | \$0.00 | 2 | \$400.00 |
| 282 | REMOVE BITUMINOUS PAVEMENT | 575 | SQ YD | \$3.50 | \$2,012.50 | 0 | \$0.00 | 1,335 | \$4,672.50 |
| 283 | SAWING BITUMINOUS PAVEMENT (FULL DEPTH) | 427 | LIN FT | \$2.50 | \$1,067.50 | 0 | \$0.00 | 427 | \$1,067.50 |
| 284 | SALVAGE CASTING (STORM) | 1 | EACH | \$200.00 | \$200.00 | 0 | \$0.00 | 1 | \$200.00 |
| 285 | SALVAGE SIGN | 3 | EACH | \$26.40 | \$79.20 | 0 | \$0.00 | 2 | \$52.80 |
| 286 | BITUMINOUS PATCH | 551 | SQ YD | \$22.25 | \$12,259.75 | 0 | \$0.00 | 1,000 | \$22,250.00 |
| 287 | SALVAGE & REINSTALL CHAIN LINK FENCE | 20 | LIN FT | \$47.50 | \$950.00 | 0 | \$0.00 | 30 | \$1,425.00 |
| 288 | FURNISH AND INSTAL NEW FENCE POSTS | 2 | EACH | \$47.50 | \$95.00 | 0 | \$0.00 | 2 | \$95.00 |
| 289 | CONSTRUCT DRAINAGE STRUCTURE DES 48-4020 | 12 | LIN FT | \$276.00 | \$3,299.88 | 0 | \$0.00 | 11.63 | \$3,209.88 |
| 290 | CONSTRUCT DRAINAGE STRUCTURE DES 72-4022 | 18 | LIN FT | \$456.00 | \$8,226.24 | 0 | \$0.00 | 16.94 | \$7,724.64 |
| 291 | FIELD CONSTRUCT DRAINAGE STRUCTURE | 2 | LIN FT | \$685.00 | \$1,575.50 | 0 | \$0.00 | 2 | \$1,575.50 |
| 292 | 18" RC PIPE SEWER DES 3006 CLASS III | 52 | LIN FT | \$39.00 | \$2,028.00 | 0 | \$0.00 | 52 | \$2,028.00 |
| 293 | 24" RC PIPE SEWER DES 3006 CLASS III | 59 | LIN FT | \$41.00 | \$2,419.00 | 0 | \$0.00 | 59 | \$2,419.00 |
| 294 | 12" DUAL WALL HDPE W/ WATERTIGHT JOINTS | 49 | LIN FT | \$32.70 | \$1,602.30 | 0 | \$0.00 | 50 | \$1,635.00 |
| 295 | 15" DUAL WALL HDPE W/ WATERTIGHT JOINTS | 56 | LIN FT | \$34.80 | \$1,948.80 | 0 | \$0.00 | 50 | \$1,740.00 |
| 296 | 30" DUAL WALL HDPE W/ WATERTIGHT JOINTS | 233 | LIN FT | \$61.20 | \$14,259.60 | 0 | \$0.00 | 296 | \$18,115.20 |
| 297 | GRANULAR FOUNDATION MATERIAL | 20 | TON | \$53.00 | \$1,060.00 | 0 | \$0.00 | 20 | \$1,060.00 |
| 298 | CONNECT TO EXISTING STORM PIPE | 4 | EACH | \$791.00 | \$3,164.00 | 0 | \$0.00 | 4 | \$3,164.00 |
| 299 | CASTING ASSEMBLY (STORM) | 4 | EACH | \$775.00 | \$3,100.00 | 0 | \$0.00 | 3 | \$2,325.00 |
| 300 | CHIMNEY SEAL | 5 | EACH | \$200.00 | \$1,000.00 | 0 | \$0.00 | 0 | \$0.00 |
| 301 | INSTALL SALVAGED CASTING (STORM) | 1 | EACH | \$425.00 | \$425.00 | 0 | \$0.00 | 1 | \$425.00 |
| 302 | INSTALL SALVAGED SIGN | 3 | EACH | \$160.00 | \$480.00 | 0 | \$0.00 | 0 | \$0.00 |
| 303 | CONCRETE CURB & GUTTER DESIGN B612 | 302 | LIN FT | \$18.40 | \$5,556.80 | 0 | \$0.00 | 311 | \$5,722.40 |
| 304 | 4" SOLID LINE WHITE - PAINT | 694 | LIN FT | \$1.65 | \$1,145.10 | 0 | \$0.00 | 1,311 | \$2,163.15 |
| 305 | PAVT MSSG (HANDICAPPED SYMBOL) PAINT | 2 | EACH | \$54.00 | \$108.00 | 0 | \$0.00 | 2 | \$108.00 |
| 306 | STORM DRAIN INLET PROTECTION | 4 | EACH | \$125.00 | \$500.00 | 0 | \$0.00 | 3 | \$375.00 |
| 307 | EROSION CONTROL BLANKET CAT. 2, SEED MIX 25-131 | 550 | SQ YD | \$1.65 | \$907.50 | 0 | \$0.00 | 0 | \$0.00 |
| 308 | SILT FENCE, TYPE MACHINE SLICED | 334 | LIN FT | \$2.40 | \$801.60 | 0 | \$0.00 | 334 | \$801.60 |
| EW 04 | 21" RC PIPE SEWER DES 3006 CLASS III | 0 | LIN FT | \$32.70 | \$0.00 | 0 | \$0.00 | 47 | \$1,536.90 |
| SECTION 6: FIFTH STREET RAVINE | | | | | | | | | |
| 309 | CLEAR AND GRUB TREE | 10 | TREE | \$211.00 | \$2,110.00 | 0 | \$0.00 | 14 | \$2,954.00 |
| 310 | REMOVE BITUMINOUS PAVEMENT | 20 | SQ YD | \$20.00 | \$400.00 | 0 | \$0.00 | 91 | \$1,820.00 |
| 311 | REMOVE CONCRETE CURB & GUTTER | 20 | LIN FT | \$20.00 | \$400.00 | 0 | \$0.00 | 50 | \$1,000.00 |
| 312 | SITE GRADING | 1 | LUMP SUM | \$12,660.00 | \$12,660.00 | 0 | \$0.00 | 1 | \$12,660.00 |
| 313 | CONNECT TO EXISTING STORM PIPE | 1 | EACH | \$791.00 | \$791.00 | 0 | \$0.00 | 1 | \$791.00 |
| 314 | 21" RC PIPE SEWER DES 3006 CLASS III | 162 | LIN FT | \$32.70 | \$5,297.40 | 0 | \$0.00 | 0 | \$0.00 |
| 315 | 21" RC APRON W/ TRASHGUARD | 1 | EACH | \$1,600.00 | \$1,600.00 | 0 | \$0.00 | 0 | \$0.00 |
| 316 | CONSTRUCT DRAINAGE STRUCTURE DES 48-4020 | 4 | LIN FT | \$260.00 | \$1,133.60 | 0.00 | \$0.00 | 4.36 | \$1,133.60 |
| 317 | CONSTRUCT DRAINAGE STRUCTURE DES 84-4022 | 8 | LIN FT | \$560.00 | \$4,446.40 | 0.00 | \$0.00 | 7.94 | \$4,446.40 |
| 318 | CASTING ASSEMBLY (STORM) | 2 | EACH | \$775.00 | \$1,550.00 | 0 | \$0.00 | 2 | \$1,550.00 |
| 319 | CHIMNEY SEAL | 2 | EACH | \$200.00 | \$400.00 | 0 | \$0.00 | 2 | \$400.00 |
| 320 | CONNECT TO EXISTING SANITARY SEWER | 1 | EACH | \$265.00 | \$265.00 | 0 | \$0.00 | 2 | \$530.00 |
| 321 | 6" PVC PIPE SEWER SERVICE SDR-26 | 24 | LIN FT | \$53.00 | \$1,272.00 | 0 | \$0.00 | 76 | \$4,028.00 |
| 322 | 8"x6" PVC WYE | 1 | EACH | \$660.00 | \$660.00 | 0 | \$0.00 | 2 | \$1,320.00 |
| 323 | CLASS 5 AGGREGATE SURFACING (CV) | 55 | CU YD | \$41.80 | \$2,299.00 | 0 | \$0.00 | 50 | \$2,090.00 |
| 324 | BITUMINOUS PATCH | 20 | SQ YD | \$42.80 | \$856.00 | 0 | \$0.00 | 91 | \$3,894.80 |
| 325 | CONCRETE CURB & GUTTER DESIGN B618 | 20 | LIN FT | \$23.10 | \$462.00 | 0 | \$0.00 | 50 | \$1,155.00 |
| 326 | RIPRAP GRADE CONTROL STRUCTURE | 20 | CU YD | \$84.50 | \$1,690.00 | 0 | \$0.00 | 20 | \$1,690.00 |
| 327 | FILTER LOG TYPE STRAW BIOROLL 12" | 50 | LIN FT | \$1.65 | \$82.50 | 0 | \$0.00 | 50 | \$82.50 |
| 328 | STORM DRAIN INLET PROTECTION | 2 | EACH | \$125.00 | \$250.00 | 0 | \$0.00 | 2 | \$250.00 |
| 329 | TEMPORARY STABILIZATION | 1 | LUMP SUM | \$1,750.00 | \$1,750.00 | 0 | \$0.00 | 1 | \$1,750.00 |
| 330 | TURF REINFORCEMENT MAT (INC. SEED MIX 36-211) | 271 | SQ YD | \$16.00 | \$4,336.00 | 0 | \$0.00 | 271 | \$4,336.00 |
| 331 | ROCK CONSTRUCTION ENTRANCE | 35 | TON | \$18.00 | \$630.00 | 0 | \$0.00 | 35 | \$630.00 |
| 332 | SILT FENCE, TYPE MACHINE SLICED | 99 | LIN FT | \$5.30 | \$524.70 | 0 | \$0.00 | 90 | \$477.00 |

Application Number: 9

Application Date: 1/21/2016

Period to: 1/1/2016 - 1/21/2016

BMI Project Number: C12.108448

| Item No. | Description of Work | Original Plan Quantity | Unit of Measure | Bid Price | Contract Amount | D | | E | Total Amount Completed (B x E) |
|--|--|------------------------|-----------------|-------------|-----------------|----------------------|----------------------------|-------|--------------------------------|
| | | | | | | Current Pay Quantity | Application Amount (B x D) | | |
| 333 | TOPSOIL BORROW (LV) | 90 | CU YD | \$30.00 | \$2,700.00 | 0 | \$0.00 | 90 | \$2,700.00 |
| 334 | EROSION CONTROL BLANKET CAT. 3, SEED MIX 25-151 | 421 | SQ YD | \$1.65 | \$694.65 | 0 | \$0.00 | 421 | \$694.65 |
| 335 | EROSION CONTROL BLANKET CAT. 3, SEED MIX 36-211 | 1,376 | SQ YD | \$1.85 | \$2,545.60 | 0 | \$0.00 | 1,376 | \$2,545.60 |
| EW #2447 | FIFTH STREET MANHOLE | 1 | LS | \$1,980.00 | \$0.00 | 0 | \$0.00 | 1 | \$1,980.00 |
| EW #2448 | 21" RC PIPE RELOCATION | 1 | LS | \$825.00 | \$0.00 | 0 | \$0.00 | 1 | \$825.00 |
| EW 01 | 24" RC PIPE SEWER DES 3006 CL III | 153 | LIN FT | \$47.50 | \$0.00 | 0 | \$0.00 | 153 | \$7,267.50 |
| EW 02 | 24" RC APRON W/ TRASHGUARD | 1 | EACH | \$1,585.00 | \$0.00 | 0 | \$0.00 | 1 | \$1,585.00 |
| EW #3 | IMPORT CLAY DRIVEWAY | 1 | LS | \$2,750.00 | \$0.00 | 0 | \$0.00 | 1 | \$2,750.00 |
| EW #4 | EXPORT RAVINE MATERIAL | 1 | LS | \$22,770.00 | \$0.00 | 0 | \$0.00 | 1 | \$22,770.00 |
| SECTION 7: COUNTRY PONDS OUTLET | | | | | | | | | |
| 336 | REMOVE PIPE SEWER (STORM) | 297 | LIN FT | \$5.30 | \$1,574.10 | 0 | \$0.00 | 297 | \$1,574.10 |
| 337 | REMOVE 6" PERF PE PIPE DRAIN | 50 | LIN FT | \$37.00 | \$1,850.00 | 0 | \$0.00 | 105 | \$3,885.00 |
| 338 | REMOVE CONCRETE CURB & GUTTER | 47 | LIN FT | \$10.00 | \$470.00 | 0 | \$0.00 | 46 | \$460.00 |
| 339 | REMOVE BITUMINOUS PAVEMENT | 52 | SQ YD | \$5.00 | \$260.00 | 0 | \$0.00 | 45 | \$225.00 |
| 340 | 6" PERF PE PIPE DRAIN | 50 | LIN FT | \$11.10 | \$555.00 | 0 | \$0.00 | 130 | \$1,443.00 |
| 341 | 15" RC PIPE SEWER DES 3006 CL V | 297 | LIN FT | \$36.00 | \$10,692.00 | 0 | \$0.00 | 297 | \$10,692.00 |
| 342 | CONNECT TO EXISTING STORM STRUCTURE | 2 | EACH | \$685.00 | \$1,370.00 | 0 | \$0.00 | 2 | \$1,370.00 |
| 343 | GRANULAR FOUNDATION MATERIAL | 24 | TON | \$37.00 | \$888.00 | 0 | \$0.00 | 50 | \$1,842.60 |
| 344 | INFILTRATION MEDIA (CV) | 107 | CU YD | \$102.00 | \$10,914.00 | 0 | \$0.00 | 144 | \$14,688.00 |
| 345 | CONCRETE CURB & GUTTER DESIGN B612 | 47 | LIN FT | \$20.50 | \$963.50 | 0 | \$0.00 | 46 | \$943.00 |
| 346 | BITUMINOUS PATCH | 52 | SQ YD | \$42.80 | \$2,225.60 | 0 | \$0.00 | 45 | \$1,926.00 |
| 347 | TURF REINFORCEMENT MAT (INC. SEED MIX 36-25-131) | 26 | SQ YD | \$21.10 | \$548.60 | 0 | \$0.00 | 35 | \$738.50 |
| 348 | SILT FENCE, TYPE MACHINE SLICED | 201 | LIN FT | \$2.65 | \$532.65 | 0 | \$0.00 | 204 | \$540.60 |
| 349 | STORM DRAIN INLET PROTECTION | 1 | EACH | \$125.00 | \$125.00 | 0 | \$0.00 | 1 | \$62.50 |
| 350 | HYDROSEED W/SEED MIX 25-131 | 414 | SQ YD | \$2.11 | \$873.54 | 0 | \$0.00 | 697 | \$1,470.67 |
| EW 03 | EROSION CONTROL BLANKET CAT. 2, SEED MIX 25-131 | 252 | SQ YD | \$1.65 | \$0.00 | 0 | \$0.00 | 252 | \$415.80 |
| SECTION 8: OLD BEACH LANE TRAIL | | | | | | | | | |
| 351 | REMOVE BITUMINOUS DRIVEWAY PAVEMENT | 100 | SQ FT | \$5.00 | \$500.00 | 0 | \$0.00 | 95 | \$475.00 |
| 352 | REMOVE FENCE | 50 | LIN FT | \$8.50 | \$425.00 | 0 | \$0.00 | 0 | \$0.00 |
| 353 | REMOVE BOLLARDS | 4 | EACH | \$100.00 | \$400.00 | 0 | \$0.00 | 0 | \$0.00 |
| 354 | REMOVE SIGN | 4 | EACH | \$50.00 | \$200.00 | 0 | \$0.00 | 0 | \$0.00 |
| 355 | REMOVE WATERMAIN | 10 | LIN FT | \$5.30 | \$53.00 | 0 | \$0.00 | 0 | \$0.00 |
| 356 | SALVAGE RECLAIMED AGGREGATE (EV) | 650 | CU YD | \$6.50 | \$4,225.00 | 0 | \$0.00 | 810 | \$5,265.00 |
| 357 | RECLAIM BITUMINOUS PAVEMENT | 1,830 | SQ YD | \$3.00 | \$5,490.00 | 0 | \$0.00 | 1,747 | \$5,241.00 |
| 358 | 6" CONCRETE PEDESTRIAN RAMP | 60 | SQ FT | \$11.30 | \$678.00 | 0 | \$0.00 | 0 | \$0.00 |
| 359 | TRUNCATED DOMES | 16 | SQ FT | \$54.00 | \$864.00 | 0 | \$0.00 | 0 | \$0.00 |
| 360 | 3" TYPE SP 9.5 BITUMINOUS TRAIL PAVEMENT | 930 | SQ YD | \$24.50 | \$22,785.00 | 0 | \$0.00 | 921 | \$22,564.50 |
| 361 | BOLLARD | 2 | EACH | \$200.00 | \$400.00 | 0 | \$0.00 | 0 | \$0.00 |
| 362 | SAWCUT BITUMINOUS (FULL DEPTH) | 20 | LIN FT | \$5.00 | \$100.00 | 0 | \$0.00 | 20 | \$100.00 |
| 363 | EROSION CONTROL BLANKET WITH SEED MIX 25-131 | 2,700 | SQ YD | \$1.50 | \$4,050.00 | 0 | \$0.00 | 1,450 | \$2,175.00 |
| 364 | EROSION CONTROL BLANKET WITH SEED MIX 35-241 | 960 | SQ YD | \$1.85 | \$1,776.00 | 0 | \$0.00 | 640 | \$1,184.00 |
| 365 | TOPSOIL BORROW (LV) | 210 | CU YD | \$25.00 | \$5,250.00 | 0 | \$0.00 | 315 | \$7,875.00 |
| 366 | FILTER LOG TYPE STRAW BIOROLL 12" | 25 | LIN FT | \$6.30 | \$157.50 | 0 | \$0.00 | 40 | \$252.00 |
| 367 | SILT FENCE, TYPE MACHINE SLICED | 1,360 | LIN FT | \$2.00 | \$2,720.00 | 0 | \$0.00 | 1,179 | \$2,358.00 |
| 368 | 6" PVC WATERMAIN C900 DR18 | 6 | LIN FT | \$53.00 | \$318.00 | 0 | \$0.00 | 6 | \$318.00 |
| 369 | 8" PVC WATERMAIN C900 DR18 | 500 | LIN FT | \$26.40 | \$13,200.00 | 0 | \$0.00 | 500 | \$13,200.00 |
| 370 | 10" PVC WATERMAIN C900 DR18 | 150 | LIN FT | \$38.00 | \$5,700.00 | 0 | \$0.00 | 150 | \$5,700.00 |
| 371 | 6" GATE VALVE AND BOX | 6 | EACH | \$1,620.00 | \$9,720.00 | 0 | \$0.00 | 1 | \$1,620.00 |
| 372 | 8" GATE VALVE AND BOX | 4 | EACH | \$2,270.00 | \$9,080.00 | 0 | \$0.00 | 4 | \$9,080.00 |
| 373 | WATERMAIN FITTINGS | 510 | LB | \$8.50 | \$4,335.00 | 0 | \$0.00 | 510 | \$4,335.00 |
| 374 | HYDRANT | 1 | EACH | \$3,825.00 | \$3,825.00 | 0 | \$0.00 | 1 | \$3,825.00 |
| 375 | 4" POLYSTYRENE INSULATION | 10 | SQ YD | \$106.00 | \$1,060.00 | 0 | \$0.00 | 10 | \$1,060.00 |
| 376 | 17 LB ANODE | 3 | EACH | \$791.00 | \$2,373.00 | 0 | \$0.00 | 3 | \$2,373.00 |
| 377 | CONNECT TO EXISTING WATERMAIN | 2 | EACH | \$1,583.00 | \$3,166.00 | 0 | \$0.00 | 2 | \$3,166.00 |
| EW #218 | OLD BEACH LANE TRAIL GRADING | 1 | LS | \$1,848.00 | \$0.00 | 0 | \$0.00 | 1 | \$1,848.00 |
| SECTION 9: BENT CREEK PARK | | | | | | | | | |
| 378 | PLAY AREA CONCRETE CURB | 300 | LIN FT | \$30.00 | \$9,000.00 | 0 | \$0.00 | 357 | \$10,710.00 |
| 379 | COMMON EXCAVATION (EV) | 95 | CU YD | \$26.50 | \$2,517.50 | 0 | \$0.00 | 95 | \$2,517.50 |
| 380 | CONCRETE AMENITY PAD | 175 | SQ FT | \$7.30 | \$1,277.50 | 0 | \$0.00 | 96 | \$700.80 |
| 381 | 4" CONCRETE WALK | 1,550 | SQ FT | \$4.45 | \$6,897.50 | 0 | \$0.00 | 1,338 | \$5,954.10 |
| 382 | TOPSOIL BORROW (LV) | 38 | CU YD | \$35.00 | \$1,330.00 | 0 | \$0.00 | 120 | \$4,200.00 |
| 383 | SILT FENCE, TYPE MACHINE SLICED | 300 | LIN FT | \$2.40 | \$720.00 | 0 | \$0.00 | 0 | \$0.00 |
| EW #6 | CURB MODIFICATION | 1 | LS | \$765.00 | \$765.00 | 1 | \$765.00 | 1 | \$765.00 |
| SECTION 10: REITZ LAKE PARK | | | | | | | | | |
| 384 | CLEAR AND GRUB TREE | 12 | TREE | \$211.00 | \$2,532.00 | 0 | \$0.00 | 0 | \$0.00 |
| 385 | REMOVE PIPE SEWER (STORM) | 25 | LIN FT | \$10.60 | \$265.00 | 0 | \$0.00 | 25 | \$265.00 |
| 386 | 3" TYPE SP 9.5 BITUMINOUS TRAIL PAVEMENT | 1,600 | SQ YD | \$24.65 | \$39,440.00 | 0 | \$0.00 | 1,600 | \$39,440.00 |
| 387 | COMMON EXCAVATION (EV) | 225 | CU YD | \$26.40 | \$5,940.00 | 0 | \$0.00 | 450 | \$11,880.00 |
| 388 | COMMON BORROW (CV) | 1,200 | CU YD | \$10.15 | \$12,180.00 | 0 | \$0.00 | 1,200 | \$12,180.00 |
| 389 | INFILTRATION MEDIA (CV) | 15 | CU YD | \$140.00 | \$2,100.00 | 0 | \$0.00 | 22 | \$3,080.00 |
| 390 | 12" DUAL WALL HDPE W/ WATERTIGHT JOINTS | 104 | LIN FT | \$36.00 | \$3,744.00 | 0 | \$0.00 | 116 | \$4,176.00 |
| 391 | 12" HDPE APRON W/ TRASHGUARD | 6 | EACH | \$633.00 | \$3,798.00 | 0 | \$0.00 | 5 | \$3,165.00 |
| 392 | 6" PERFORATED PE DRAINTILE | 30 | LIN FT | \$38.00 | \$1,140.00 | 0 | \$0.00 | 30 | \$1,140.00 |

Application Number: 9

Application Date: 1/21/2016

Period to: 1/1/2016 - 1/21/2016

BMI Project Number: C12.108448

| Item No. | Description of Work | A Original Plan Quantity | Unit of Measure | B Bid Price | C Contract Amount | D Current Pay Application | | E Total Quantity to Date | Total Amount Completed (B x E) |
|----------------|--|--------------------------------|-----------------|----------------|----------------------|------------------------------|----------------|-----------------------------|--------------------------------|
| | | | | | | Quantity | Amount (B x D) | | |
| 393 | 6" PERF PE PIPE DRAIN | 75 | LIN FT | \$11.00 | \$825.00 | 0 | \$0.00 | 75 | \$825.00 |
| 394 | 6" DRAINTILE CLEANOUT | 1 | EACH | \$265.00 | \$265.00 | 0 | \$0.00 | 1 | \$265.00 |
| 395 | MODULAR BLOCK RETAINING WALL | 150 | SQ FT | \$22.00 | \$3,300.00 | 0 | \$0.00 | 127 | \$2,794.00 |
| 396 | RANDOM RIPRAP CLASS III | 5 | CU YD | \$106.00 | \$530.00 | 0 | \$0.00 | 5 | \$530.00 |
| 397 | CONCRETE AMENITY PAD | 350 | SQ FT | \$7.00 | \$2,450.00 | 0 | \$0.00 | 350 | \$2,450.00 |
| 398 | WOOD RAIL FENCE | 700 | LIN FT | \$12.70 | \$8,890.00 | 0 | \$0.00 | 700 | \$8,890.00 |
| 399 | EROSION CONTROL BLANKET WITH SEED MIX 25-131 | 6,700 | SQ YD | \$1.50 | \$10,050.00 | 0 | \$0.00 | 0 | \$0.00 |
| 400 | FILTER LOG TYPE STRAW BIOROLL 12" | 50 | LIN FT | \$6.30 | \$315.00 | 0 | \$0.00 | 0 | \$0.00 |
| 401 | SILT FENCE, TYPE MACHINE SLICED | 1,700 | LIN FT | \$2.00 | \$3,400.00 | 0 | \$0.00 | 1,396 | \$2,792.00 |
| 402 | SILT FENCE, TYPE PREASSEMBLED | 30 | LIN FT | \$2.11 | \$63.30 | 0 | \$0.00 | 0 | \$0.00 |
| TOTALS: | | | | | | | | \$5,476.00 | \$3,115,972.71 |



REQUEST FOR CITY COUNCIL ACTION

| | |
|--------------------------------|--|
| Meeting Date: | February 1, 2016 |
| Item Name: | Application for Exempt Permit Waconia Choir Boosters |
| Originating Department: | Administration |
| Presented by: | Susan MH Arntz |

Previous Council Action (if any):

| | | | | |
|--------------------------------|---------|---|-----------------|--------------------|
| Item Type (X only one): | Consent | X | Regular Session | Discussion Session |
|--------------------------------|---------|---|-----------------|--------------------|

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

Adopt Resolution No. 2016-34, Approving Application for Exempt Permit Waconia Choir Boosters

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

Waconia Choir Boosters have submitted an application for an Exempt Permit to conduct a raffle at Waconia High School on February 13, 2016 for their Star Power Competition.

| | |
|---|---|
| <p>FINANCIAL IMPLICATIONS:</p> <p>Funding Sources & Uses:</p> <p>Budget Information:</p> <p>_____ Budgeted</p> <p>_____ Non Budgeted</p> <p>_____ Amendment Required</p> | <p>ADVISORY BOARD RECOMMENDATIONS:</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. 2016-34**

**A RESOLUTION APPROVING APPLICATION FOR EXEMPT PERMIT,
WACONIA COIR BOOSTERS**

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

WHEREAS, The Waconia Choir Boosters have requested this application in order to conduct a raffle at Waconia High School, 1400 Community Dr., on Saturday, February 13, 2016 as stated on the application for said exemption; and

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

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

Adopted by the City Council of the City of Waconia this 1st day of February, 2016.

James P Sanborn, Mayor

ATTEST: _____
Susan MH Arntz, City Administrator

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



REQUEST FOR CITY COUNCIL ACTION

| | |
|--------------------------------|--|
| Meeting Date: | February 1, 2016 |
| Item Name: | Authorize Staff to Submit LGU Application for Cost Share Project Funding With Carver County Water Management Organization for Calendar Year 2017 |
| Originating Department: | Public Services |
| Presented by: | Craig Eldred, Public Services Director |

Previous Council Action (if any):

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

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

Adopt Resolution 2016-35; Authorize Staff to Submit LGU Application for Cost Share Project Funding With Carver County Water Management Organization for Calendar Year 2017

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

Annually the City of Waconia submits an application for LGU Cost Share Project Funding in efforts of off-setting storm water improvement costs listed within our current Water Management Plan. Past funding assistance projects include; First Street Reuse, Fountain Park, and 10th Street Storm Water Reuse improvement projects.

This application would be guided to gain support of the impending water reuse project guided through the transfer of storm water to Brook Peterson Park from the Hunters Crossing Development pond. The second would be guided for the installation of Tree Grate applications in our proposed 2017 roadway improvement projects not limited to Community Drive and 94th Street adjacent the repurposed ISD 110 High School. Funding requests will be in the amounts of \$50,000.00 and \$25,000.00 respectively.

Staff recommends approval of this request for City Council action with emphasis of off-setting Capital Improvement Storm Water Utility costs.

| | | | | | | | |
|---|--|----------|--------------------------|--------------|--------------------------|--------------------|---|
| <p><i>FINANCIAL IMPLICATIONS:</i></p> <p>Funding Sources & Uses: CIP Storm Water Utility</p> | <p><i>ADVISORY BOARD RECOMMENDATIONS:</i></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</p> <p>Parks and Recreation Board</p> <p>Safari Island Advisory Board</p> <p>Other</p> |
| <input checked="" type="checkbox"/> X | Budgeted | | | | | | |
| <input type="checkbox"/> | Non Budgeted | | | | | | |
| <input type="checkbox"/> | Amendment Required | | | | | | |

**CITY OF WACONIA
RESOLUTION NO. 2016-35**

**RESOLUTION AUTHORIZING APPROVAL OF STAFF TO SUBMIT LGU APPLICATION
FOR COST SHARE PROJECT FUNDING WITH CARVER COUNTY WATER
MANAGEMENT ORGANIZATION FOR CALENDAR YEAR 2017**

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

WHEREAS, Carver County Water Management Organization provides LGU Cost Share Project Funds for communities within its watershed region; and

WHEREAS, Waconia has benefited from the LGU funds in the past for storm water improvement projects; and

WHEREAS, receiving LGU funds would assist in reducing impacts to the Storm Water Utility Fund.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of staff to submit LGU application for cost share project funding with Carver County Water Management Organization for calendar year 2017.

Adopted by the City Council of the City of Waconia this 1st 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

| | |
|--------------------------------|---|
| Meeting Date: | February 1, 2016 |
| Item Name: | Authorize Purchase of Water Reuse Utility Building From Huffcutt Concrete, Inc. for the Amount of \$21,075.00; CIP Project 2015-415 |
| Originating Department: | Public Services |
| Presented by: | Craig Eldred, Public Services Director |

Previous Council Action (if any):

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

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

Adopt Resolution 2016-36; Authorize Purchase of Water Reuse Utility Building From Huffcutt Concrete, Inc. for the Amount of \$21,075.00; CIP Project 2015-415

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

As part of the Trunk Highway Five improvements the City is required to meet Carver County’s storm water filtration specifications. The choice the City took was to utilize storm water reuse irrigation as its practice. As part of delivering storm water for irrigation a building to house the chlorination equipment recently approved for purchase must be acquired to meet State Requirements for housing of chlorine products.

Council may recall the chlorine uses for this improvement; first, it is utilized to kill water bacteria that may come into contact with individuals as one or more of the irrigations systems delivers water; second, regulation efforts relative to storm water reuse are being proposed, and chlorination of storm water is a critical item that we want to be ahead of as we operate the system.

Huffcutt is a highly recommended company for concrete portable building structures. The building design is very similar to other buildings utilized by Public Services for housing of Utility control systems.

Staff recommends approval of this request for action allowing the equipment to be ordered and delivered allowing its placement for use in the spring/summer of 2016.

| | | | | | | | |
|--|---------------------------------------|----------|--------------------------|--------------|--------------------------|--------------------|---|
| <p>FINANCIAL IMPLICATIONS:</p> <p>Funding Sources & Uses: Storm Water Cash</p> <p>Budget Information:</p> <table style="width: 100%;"> <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>ADVISORY BOARD RECOMMENDATIONS:</p> <p>Planning Commission</p> <p>Parks and Recreation Board</p> <p>Safari Island Advisory Board</p> <p>Other</p> |
| <input checked="" type="checkbox"/> X | Budgeted | | | | | | |
| <input type="checkbox"/> | Non Budgeted | | | | | | |
| <input type="checkbox"/> | Amendment Required | | | | | | |

**CITY OF WACONIA
RESOLUTION NO. 2016-36**

**RESOLUTION AUTHORIZING APPROVAL OF PURCHASE OF WATER REUSE UTILITY
BUILDING FROM HUFFCUTT CONCRETE, INC. FOR THE AMOUNT OF \$21,075.00; CIP
PROJECT 2015-415**

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

WHEREAS, efforts to meet Carver County infiltration requirements for storm water management the City chose irrigation as it means to meet said requirements; and

WHEREAS, requirements for housing chlorine products and pumping equipment necessary to support elimination of waterborne bacteria contamination there is a need for a utility building; and

WHEREAS, Huffcutt Concrete, Inc. has provided a structure quote for the amount of \$21,075.00 for the utility building, delivery and placement.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of purchase of water reuse utility building from Huffcutt Concrete, Inc. for the amount of \$21,075.00; CIP Project 2015-415.

Adopted by the City Council of the City of Waconia this 1st day of February, 2016.

James P. Sanborn, Mayor

Attest: _____
Susan MH Arntz, City Administrator

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

Huffcutt Concrete, Inc.
 4154 123rd St
 Chippewa Falls, WI 54729
 PHONE 715-723-7446 FAX 715-723-7111

Quotation

Quote Number:
7334

Quote Date:
Jan 25, 2016

Page:
1

Good Thru:
2/24/16

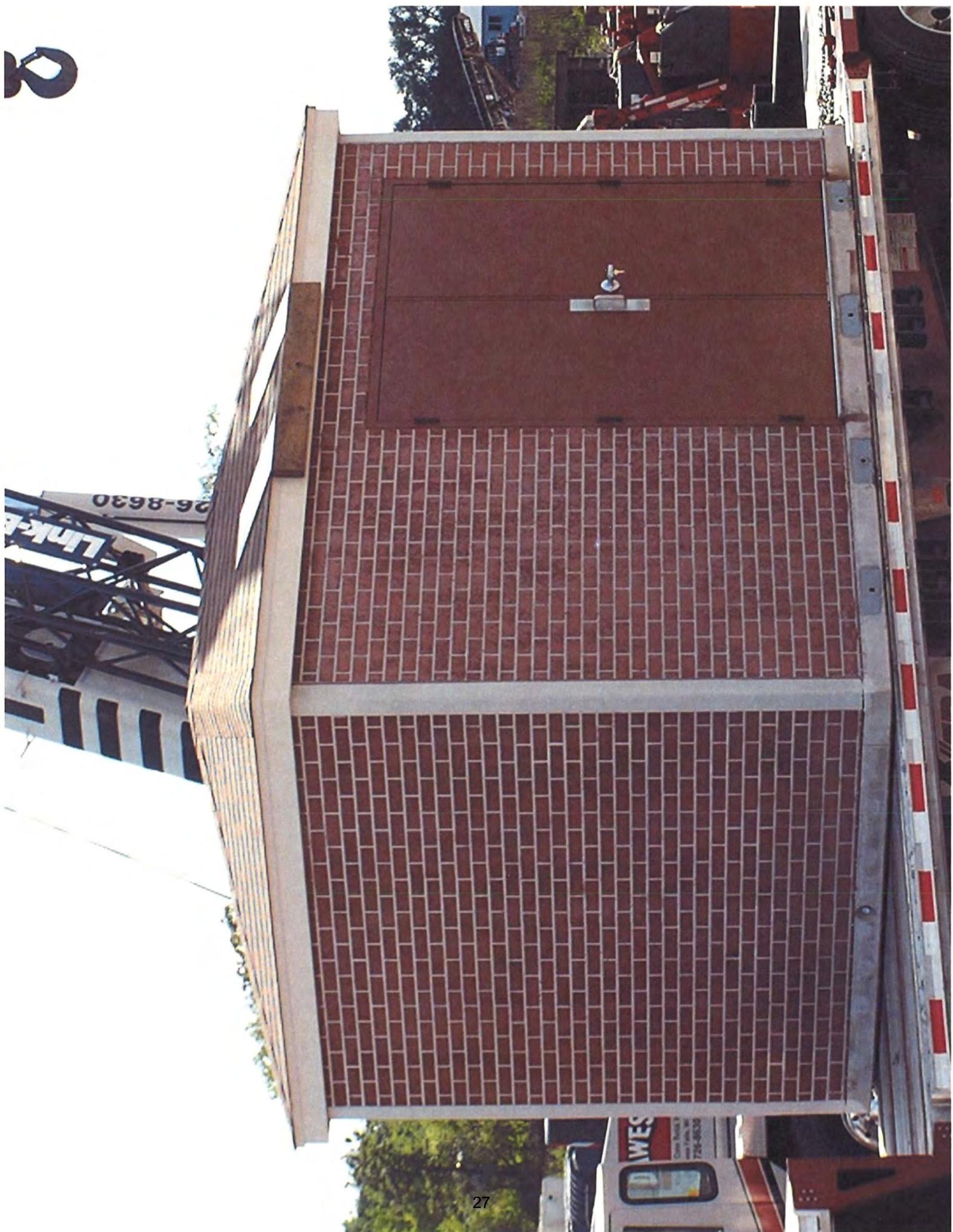
Quoted to:

Quote

Job:

WACONIA MN.

| Quantity | Description | Unit Price | Extension |
|----------|---|------------------|-----------|
| 1.00 | UTILITY BUILDING 8' X 12' SHED ROOF | 14,575.00 | 14,575.00 |
| 1.00 | DELIVERY | 1,500.00 | 1,500.00 |
| 1.00 | CRANE RENTAL, CAN BE PROVIDED BY CONTRACTOR | 5,000.00 | 5,000.00 |
| | YOU ARE RESPONSIBLE FOR | | |
| | - ALL SITE PREP | | |
| | - APPROVAL OF ALL DRAWINGS | | |
| | - PROVIDING CLEAR ACCESS TO THE SITE FOR THE CRANE AND SEMI | | |
| | - ALL PERMITS | | |
| | THIS QUOTE DOES NOT INCLUDE ANY ARCHITECTURAL, STRUCTURAL, OR MEP CALCULATIONS AND / OR STAMPS. THIS QUOTE ALSO DOES NOT INCLUDE ANY STATE MANUFACTURER CERTIFICATIONS. PLEASE CALL FOR A QUOTE IF NEEDED. | | |
| | | Subtotal | 21,075.00 |
| | | Sales Tax | |
| | | Total | 21,075.00 |





REQUEST FOR CITY COUNCIL ACTION

| | |
|--------------------------------|---|
| Meeting Date: | February 1, 2016 |
| Item Name: | Accepting Donation and Pass Through Recommendation |
| Originating Department: | Waconia Fire Department/Waconia Fire Relief Association |
| Presented by: | Nicole Lueck |

| | | | | | | |
|--|---------|---|-----------------|--|--------------------|--|
| Previous Council Action (if any): | | | | | | |
| Item Type (X only one): | Consent | X | Regular Session | | Discussion Session | |

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

Adopt Resolution No. 2016-37, Accepting Donation and Approving Pass Through Recommendation

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

The Waconia Fire Department Gambling Board approved a donation up to \$3,680 to the City at their regular board meeting held on Monday, January 25th. There were two requests made to the board. The first request was made to the board by the firefighters to assist in the purchase of accessories for the City's Grass-12 replacement. The department asked that the donation be approved up to \$1,100 for the remaining accessories needed to finalize the equipment purchase and get it into service. Because this is a new piece of equipment in the department, the donation for these accessories will be recognized with the project expenses in the City's capital equipment fund.

The second request for donation is for the City's street department for the assistance in purchasing new flag poles and American flag inventory. The poles and flags will be placed throughout the community. The total request made by the department was \$2,580. The donation funds for these items will assist in covering the cost for needed replacement. The donation will be recognized in the general fund – streets department along with all the replacement expenditures.

Staff recommends acceptance of this donation for the specified purposes outlined.

| | | | | | | | |
|--|---|----------|----------|--------------|--|--------------------|---|
| <p>FINANCIAL IMPLICATIONS:</p> <p>Funding Sources & Uses: General Fund – Streets Department & Capital Equipment Fund</p> | <p>ADVISORY BOARD RECOMMENDATIONS:</p> | | | | | | |
| <p>Budget Information:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;"></td> <td>Budgeted</td> </tr> <tr> <td style="text-align: center;">X</td> <td>Non Budgeted</td> </tr> <tr> <td></td> <td>Amendment Required</td> </tr> </table> | | Budgeted | X | Non Budgeted | | Amendment Required | <p>Planning Commission</p> <p>Parks and Recreation Board</p> <p>Safari Island Advisory Board</p> <p>Other</p> |
| | Budgeted | | | | | | |
| X | Non Budgeted | | | | | | |
| | Amendment Required | | | | | | |

**CITY OF WACONIA
RESOLUTION NO. 2016-37
RESOLUTION ACCEPTING DONATION AND PASS THRU RECOMMENDATION**

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

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

| <u>Name of Donor</u> | <u>Item</u> | <u>Value</u> | <u>Item/Department</u> |
|-----------------------------|-------------|--------------|------------------------|
| Waconia Fire Gambling Board | Check | \$3,680 | Fire Department |

WHEREAS, these donations have been contributed to assist the City in the enhancement of the capital equipment fund and general fund - street department budgets for the benefit of residents within the City's corporate limits either alone or in cooperation with others, as allowed by law; and

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

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

- Accessories for Capital Equipment Purchase – Grass-12 Replacement - \$1,100
- Flag Pole & American Flag Replacement throughout Waconia - \$2,580

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

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

Adopted by the City Council of the City of Waconia this 1st day of February, 2016.

James P. Sanborn, Mayor

ATTEST: _____
Susan MH Arntz, City Administrator

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



REQUEST FOR CITY COUNCIL ACTION

| | |
|--|--|
| Meeting Date: | February 1, 2016 |
| Item Name: | Authorize Purchase of 938M Loader & Winter Maintenance Equipment From Ziegler , Inc. for the Amount of \$208,840.00; CIP Project 2016-71 |
| Originating Department: | Public Services |
| Presented by: | Craig Eldred, Public Services Director |
| Previous Council Action (if any): | January 4, 2016 Authorization of City Staff to Obtain Mobile and Fixed Equipment Pricing for 2016 as Outlined in Memo |

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

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED *(Include motion in proper format.)*
 Adopt Resolution 2015-38; Authorize Purchase of 938M Loader & Winter Maintenance Equipment From Ziegler, Inc. for the Amount of \$208,840.00

EXPLANATION OF AGENDA ITEM *(Include a description of background, benefits, and recommendations.)*
 The focus of this request for action is to replace our current 2001 John Deere 644 Loader and winter maintenance equipment. The loader has served Public Services well over the past 15 years. Based upon the Financial Policy the depreciation schedule for heavy equipment is 10 years, however we have extended this unit to fifteen-years based upon its operational hour goal of 5,000 hours. Capital Funds available amount to \$302,000.00 in our current Capital Improvement Fund under Capital Equipment.

Staff researched two loader equipment suppliers who met our equipment specifications, which include new winter maintenance equipment designed to improve service delivery and ease of use. Attachments which will assist staff in completion of tasks in a set of loading forks, and a boom for moving materials and setting structures.

The prices for replacement of the loader are provided in the table below:

| Make | Model | Price | Trade Allowance | Net Cost |
|------------|-------|--------------|-----------------|--------------|
| John Deere | 624K | \$261,137.07 | \$57,000.00 | \$204,137.07 |
| Cat | 938M | \$263,840.00 | \$55,000.00 | \$208,840.00 |

After extended analysis of each unit staff recommends award to Ziegler, Inc. for the following reasons:

1. Loader weight on the Cat 938M model is heavier, which will assist staff in plowing operations
2. Tip Load weight value is slightly better with the Cat 938M model, which assist the operators during operations
3. Bucket Break-out Force is greater with the Cat 938M model, which allows staff to manage loading materials

Staff reviewed aspects of Leasing vs. Out-Right purchasing, and feel that it's better to purchase; include it in the financial components of the previous and future dump truck purchases scheduled in the current Capital Improvement Plan allowing Finance greater flexibility in obtain lower financing costs.

Staff recommends approval of the 938M loader from Ziegler, Inc. for the amount of \$208,840.00

| | | | | | | | |
|---|---|----------|--------------------------|--------------|--------------------------|--------------------|---|
| <p>FINANCIAL IMPLICATIONS: Funding Sources & Uses: Capital Equipment</p> | <p>ADVISORY BOARD RECOMMENDATIONS:</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. 2016-38**

RESOLUTION AUTHORIZING APPROVAL OF PURCHASE OF 938M LOADER & WINTER MAINTENANCE EQUIPMENT FROM ZIEGLER, INC. FOR THE AMOUNT OF \$208,840.00; CIP PROJECT 2016-71

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

WHEREAS, the current 2001 John Deere Loader and winter maintenance equipment has met its life expectancy; and

WHEREAS, two loader equipment suppliers were surveyed with defined specifications with purchase costs provided in the table below; and

| Make | Model | Price | Trade Allowance | Net Cost |
|-------------|--------------|--------------|------------------------|-----------------|
| John Deere | 624K | \$261,137.07 | \$57,000.00 | \$204,137.07 |
| Cat | 938M | \$236,840.00 | \$55,000.00 | \$208,840.00 |

WHEREAS, its staff recommendations that the award for purchase be provided to Ziegler, Inc. for the following reasons.

1. Loader weight on the Cat 938M model is heavier, which will assist staff in plowing operations
2. Tip Load weigh value is slightly better with the Cat 938M model, which assist the operators during operations
3. Bucket Break-out Force is greater with the Cat 938M model, which allows staff to manage loading operations

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of purchase of 938M loader & winter maintenance equipment from Ziegler, Inc. for the amount of \$208,840.00.

Adopted by the City Council of the City of Waconia this 1st day of February, 2016.

James P. Sanborn, Mayor

Attest: _____
Susan MH Arntz, City Administrator

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



REQUEST FOR CITY COUNCIL ACTION

| | | | | | | |
|--|-------------------------------|---|-----------------|--------------------|--|--|
| Meeting Date: | February 1, 2016 | | | | | |
| Item Name: | Reach for Resources Agreement | | | | | |
| Originating Department: | Park and Recreation | | | | | |
| Presented by: | Craig Sinclair | | | | | |
| Previous Council Action (if any): | | | | | | |
| Item Type (X only one): | Consent | X | Regular Session | Discussion Session | | |

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

Adopt Resolution 2016-42; Authorizing staff to enter into an agreement with Reach for Resources

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

Reach for Resources is a non-profit organization offering specialized services designed to meet the needs of youth and adults with a variety of cognitive and developmental disabilities, and provide support to their families.

The City of Waconia and the Safari Island Community Center have utilized Reach for Resources since 2012 to provide this needed service in the community.

By entering into the contract agreement with Reach for Resources for 2016, they will continue to provide staff, which give in pool or on ice assistance to kids with cognitive and developmental disabilities. This allows those kids the opportunity to participate in a class atmosphere, while allowing our staff to teach and give attention to the entire class. This assistance would also apply any of the other programs we provide to youth or adults. Reach for Resources would also organize group events at Safari Island, inviting individuals from all of their city partnership programs to come and be part of.

The cost to continue providing these services in 2016 is \$2,753.95 which is budgeted for within the Safari Island budget.

Staff recommends authorization to enter into an agreement with Reach for Resources.

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

**CITY OF WACONIA
RESOLUTION NO. 2016-42**

**RESOLUTION AUTHORIZING STAFF TO ENTER INTO A CONTRACT AGREEMENT WITH REACH
FOR RESOURCES**

WHEREAS, The Waconia Park and Recreation Department and Reach for Resources wish to enter into a contract agreement; and

WHEREAS, The contract agreement would be a continuation of annual agreements since 2012; and

WHEREAS, Reach for Resources would provide services to kids and adults with cognitive and developmental disabilities within the City’s programming; and

WHEREAS, Reach for Resources would organize group events to be held at Safari Island ; and

NOW, THEREFORE, BE IT RESOLVED, that, the City Council hereby authorizes staff to enter into a contract agreement with Reach for Resources

Adopted by the City Council of the City of Waconia this 1st, day of February 2016.

James P Sanborn, Mayor

ATTEST: _____
Susan MH Arntz, City Administration

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



REQUEST FOR CITY COUNCIL ACTION

| | | | | | |
|--|---|---|-----------------|--------------------|--|
| Meeting Date: | February 1, 2016 | | | | |
| Item Name: | Resolution Appointing Firefighter | | | | |
| Originating Department: | Administration | | | | |
| Presented by: | Personnel Committee/Angel Smith, Assistant City Administrator | | | | |
| Previous Council Action (if any): | | | | | |
| Item Type (X only one): | Consent | X | Regular Session | Discussion Session | |

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

Approve resolution 2016-43, Appointing Firefighter

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

The Waconia Fire Department currently has vacancies for which an open and active recruitment is underway. Currently one applicant has successfully completed the interview and pre-employment stages of the evaluation process. Justin Bosshart is being recommended to be appointed to a probationary status as a firefighter, pending the successful completion of the physical, criminal background, and physical agility test which have been initiated and we are awaiting reports.

With this appointment and a recent retirement, there will remain vacancies open and the recruitment will be ongoing until qualified candidates are able to fill these positions.

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

**CITY OF WACONIA
RESOLUTION 2016-43**

RESOLUTION APPOINTING FIRE FIGHTER

WHEREAS, the City has a vacancy for the position of fire fighter; and

WHEREAS, the City has authorized 37 firefighters to be on staff; and

NOW, THEREFORE, BE IT RESOLVED, that, the City Council appoints Justin Bosshart to the probationary status of firefighter pending the successful completion of pre-employment screening.

Adopted by the City Council of the City of Waconia this 1st day of February, 2016.

James P. Sanborn, Mayor

ATTEST: _____
Susan MH Arntz, City Administrator

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



REQUEST FOR CITY COUNCIL ACTION

| | | | | | |
|--|---|-----------------|--------------------|-----------------|--------------------|
| Meeting Date: | February 1, 2016 | | | | |
| Item Name: | Resolution Appointing Fire Department Officer | | | | |
| Originating Department: | Administration | | | | |
| Presented by: | Angel Smith, Assistant City Administrator | | | | |
| Previous Council Action (if any): | | | | | |
| Item Type (X only one): | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Consent</td> <td style="width: 25%; text-align: center;">X</td> <td style="width: 25%;">Regular Session</td> <td style="width: 25%;">Discussion Session</td> </tr> </table> | Consent | X | Regular Session | Discussion Session |
| Consent | X | Regular Session | Discussion Session | | |

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

Adopt Resolution 2016-44, Appointment of Fire Department Officer.

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

Per the City's Fire Department Operations Manual all fire department officer positions are appointed annually. The Fire Department Executive Board conducted the interviews of officer candidates in November. It has been recommended to move Erik Olson from the position of Hose Company Lieutenant to Ladder Company Lieutenant effective February 1, 2016. The Hose Company Lieutenant position will remain unfilled at this time.

FINANCIAL IMPLICATIONS:

Funding Sources & Uses: **Fire**

Budget Information:

| | |
|----------|--------------------|
| X | Budgeted |
| | Non Budgeted |
| | Amendment Required |

ADVISORY BOARD RECOMMENDATIONS:

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

**CITY OF WACONIA
RESOLUTION NO. 2016-44**

RESOLUTION APPOINTING FIRE DEPARTMENT OFFICER

WHEREAS, The City appoints officers of the Fire Department annually; and

WHEREAS, The City completed the open recruitment and interview process; and

NOW, THEREFORE, BE IT RESOLVED, that, the City Council hereby appoints Erik Olson to Ladder Company Lieutenant effective February 1, 2016 from the position of Hose Company Lieutenant. The Hose Company Lieutenant position will remain unfilled at this time.

Adopted by the City Council of the City of Waconia this 1st day of February, 2016.

James P. Sanborn, Mayor

ATTEST: _____
Susan MH Arntz, City Administration

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



MEMO/REQUEST FOR CITY COUNCIL ACTION

| | |
|--------------------------------|--|
| Meeting Date: | February 1, 2016 |
| Item Name: | Waconia Fire Department Strategic Plan |
| Originating Department: | Fire Department |
| Presented by: | Chief Mark Morse |

Previous Council Action (if any):
N/A

| | | | | | | |
|--------------------------------|---------|--|-----------------|---|--------------------|--|
| Item Type (X only one): | Consent | | Regular Session | X | Discussion Session | |
|--------------------------------|---------|--|-----------------|---|--------------------|--|

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

Acceptance of the Waconia Fire Department Strategic Plan

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

In January of 2015 the Fire Department identified the need to create and implement a formal Strategic Plan. It was important to the Department that all stakeholders were involved in the process.

A committee was formed to complete this process and consisted of the following members: City Council Member Marc Carrier, City Administrator Susan Arntz, City Finance Director Nicole Lueck, Fire Chief Mark Morse, Assistant Fire Chief Brandon Kolesar, Assistant Fire Chief Jeffrey Hillstrom, Fire Captain Justin Sorensen, Firefighter Douglas Rolf, FireFighter Brian Eggers, Fire Secretary Devin Noeldner and Chaska Fire Chief Tim Wiebe.

Over the course of 2015 this group utilized the Strategic Planning process to develop a draft plan which was presented to the Firefighters for their review and comments. Their input was considered and a final draft of the plan was completed in January of 2016. An estimated total of 210.5 hours was spent on this process.

The Fire Department is presenting the plan for the Council’s review, consideration and acceptance. Upon acceptance the Department will commence work on the identified 2016 objectives of the Plan.

| | |
|--|---|
| <i>FINANCIAL IMPLICATIONS: None</i> | <i>ADVISORY BOARD RECOMMENDATIONS:</i> |
| Budget Information: | Planning Commission |
| <input type="checkbox"/> Budgeted | Parks and Recreation Board |
| <input checked="" type="checkbox"/> Non Budgeted | Safari Island Advisory Board |
| <input type="checkbox"/> Amendment Required | Other |



**Waconia Fire Department
Strategic Plan**

2016-2020

February 2015

A Message from Chief Morse

February 2015



The Waconia Fire Department has a long-standing history of providing excellent service to the community, doing so since 1883. The Department operates with the utmost pride. In order to preserve and continue that history, it was determined that its structure and strategic direction must change. It was felt that due primarily to the growing population and increase in requests and expectations of the community served; the current operating model was not sustainable. As a result, the formal structure of the Department was changed in 2013 and the need for a formal strategic plan identified.

The ultimate goal of this task is to identify a path by which the organization can follow to provide the best possible service to the community while maintaining or improving all aspects of the organization. Entering into this process, the following 5 areas were of utmost importance to consider.

1. Provide the highest quality services, personnel, equipment, and facilities affordable to the community.
2. Provide a quick and safe response to meet the expectations of the community and to minimize loss of life, minimize injuries and damage to property.
3. Improve public interaction opportunities, educational opportunities and improve relationships with our partners.
4. Create highly effective fire prevention and code enforcement programs.
5. To provide a progressive level of service by continuing to train and develop staff and update the delivery and technology of the services we provide.

A committee was formed consisting of representatives from City Administration, City Council, and Fire Personnel. Work commenced in March of 2015 with the goal to review all aspects of the Department and develop a Strategic plan for the next 3-5 years.

I would like to extend my appreciation for the countless hours of time committed to working through this process by all members of the committee and the patience of the firefighters to see this process through.

Mark Morse, Fire Chief
Waconia Fire Department

Executive Summary

To work on this first ever, departmental strategic plan, the City assembled representation from across the organization. Chief Morse acted as the facilitator and scribe for the Committee. Although Waconia had not gone through this process formally in the past, the team assembled brought a lot of talent, experience, and information to complete the process and achieve the goal.

The committee members attended multiple meetings and were given “homework” between each meeting to assist with identifying areas of concern, areas for improvement, and areas of success. Brainstorming sessions as well as several S.W.O.T (Strengths, Weaknesses, Opportunities, and Threats) exercises occurred through the process. All members of the group were given equal and ample opportunity to ensure their thoughts, concerns and ideas were discussed. Members were encouraged to share information about the process with all stakeholders they were representing and obtain feedback. Meeting minutes were distributed and all information written on whiteboards and flip charts remained on display throughout the process. This was done to create transparency and provide opportunity to generate dialogue and questions outside the formal meetings to assist in engaging additional discussion or generate ideas that the committee may have overlooked.

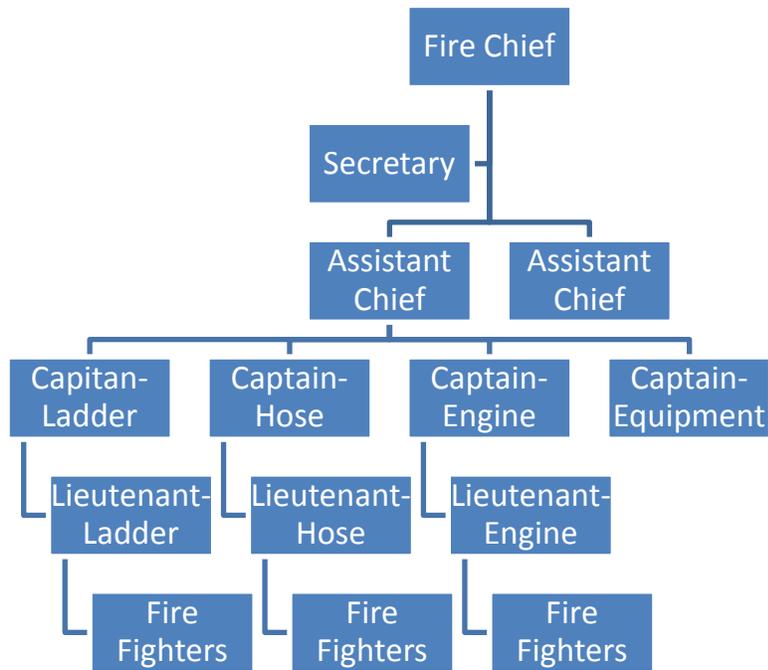
Ultimately, three major areas to specifically address were identified through the strategic planning work of the committee’s discussions: Staffing, Service Delivery, and Resources. Key areas to address within these areas were identified.

- Staffing
 - Develop Staffing Program to Meet National Standards and Community Needs
 - Succession Planning
 - Recruit and Train Personnel as Necessary
 - Create a Program Designed to Support Continuous Professional Development
- Service Delivery
 - Evaluate Current and Future Delivery of Services
 - Enhance Relationships with Local and Regional Partners
 - Refine Outreach Programs and Special Events Response Plan
- Resources
 - Plan for Construction of New Facility
 - Ensure Adequate Equipment and Apparatus to Maintain and Enhance Service Delivery

Organizational Background

The Waconia Fire Department provides fire, first responder, rescue, fire prevention and education services to Waconia, Laketown Township, and Waconia Township and our Mutual Aid Partners. The population is estimated at approximately 15,000 residents residing in an area of 37 square miles. These services are provided from one main fire station centrally located within Waconia. The department consists of 30 paid on call firefighters. The department currently has 7 vacancies.

A copy of an organizational chart is shown below representing the internal structure of the Fire Department. The Fire Chief reports to the City Administrator. All employees are ultimately responsible to the City Council and the residents of the communities we serve.



Mission Statement

Provide the citizens who are protected by the Waconia Fire Department with professionally trained individuals to help reduce the loss of life and property due to fire, natural disaster, life threatening situations, and all other emergencies when summoned by the public.

These services shall be performed in an effective manner by maintaining proper training of the fire department personnel, fire prevention, emergency responses, and fire suppression.

Vision Statement

It is our vision to be known as an innovative and progressive Department. We are dedicated to the delivery of effective fire suppression, rescue services, and quality fire/safety education to the public. We strive to offer the best available education and training to our members. We are committed to providing an environment which fosters teamwork among members. We desire to have an atmosphere of open communication which promotes the health and welfare of individual members.

Strategic Planning Priorities

Priority #1: Staffing

The Waconia Fire Department strives to provide professional, prompt, high quality, and cost efficient fire and emergency services to the residents we serve.

Our “paid, on-call” staffing structure means that all members of the department wear a pager and can be paged at any time to respond to a call. Response is voluntary for each member of the department, with a higher expectation of response for those driving the Command Vehicle. A challenge that has been identified is that the number of responding firefighters is unpredictable. Department records show that the average number of responding firefighters to all calls is 10. This number is an average and so there are many calls at different times where we see a greater or lesser response. Daytime and nighttime response averages are about the same at this time. These response numbers suggest that at any time only 1/3 of the department is available to respond to calls for service. We have seen a growing number of occasions, primarily during the week, during the day, when only two firefighters respond to a call for service.

A decline in the availability of our on-call personnel, coupled with increasing requests for service and increased administrative requirements, has adversely impacted the ability of our organization to meet the demands of the community and maintain the incident scene safety of our personnel.

The administrative demands for the operations and staff of the Department have dramatically increased. While adjusting the structure of the Department in 2013 to distribute the task load improved this situation somewhat, documentation of administrative time spent by the Chief Officers has identified a further need to review administrative capabilities and effectiveness of the Department.

In regards to emergency response, the National Fire Protection Association (NFPA) sets national fire service response and staffing standards. While these standards are not law, they are generally considered as compliance documents for fire departments and are often adopted by OSHA and other State safety and health authorities. NFPA 1710 (Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations) is a guiding document that specifies the minimum requirements for the operation and deployment of fire suppression, emergency medical services, and special operation responses. The document is split into the categories of fire and EMS response. The fire response directive requires the minimum response and on scene arrival of one engine company staffed by four (4) firefighters within four (4) minutes and a full first alarm (14) personnel within eight (8) minutes 90% of the time. These are most often referred to as Tactile Response Capabilities. Waconia Fire & Rescue is not capable of reaching these goals at this time. In order to improve our current capabilities and adequately meet the future response requirements of the community and meet national standards, we have identified the need to develop objectives within this strategic plan to assist in meeting these standards.

Lastly, the current Fire Chief has identified that he intends to end his responsibilities as Chief at the end of 2016. A plan for recruitment/replacement is imminently needed.

| | |
|---|-----------------|
| Objective 1 | |
| Develop Staffing Program to Meet National Standards and Community Needs | |
| Related Tasks | Timeline |
| Create an administrative staffing plan | 2016 |
| Use statistical data to review current response trends | 2017 |
| Evaluate staffing and response protocols to identify methods to work toward minimum staffing and response requirements. | 2017 |
| Strive to meet NFPA standards | On-going |

| | |
|---|-----------------|
| Objective 2 | |
| Succession Planning | |
| Related Tasks | Timeline |
| Create plan for Fire Chief recruitment | 2016 |
| Refine plan for recruitment and development of leadership positions within the Department | 2017 |
| Create plan to monitor individual development towards command level officer positions | 2017 |

| | |
|---|-----------------|
| Objective 3 | |
| Recruit and Train Personnel As Necessary | |
| Related Tasks | Timeline |
| Review and refine recruitment process | In-process |
| Develop plan to monitor individual development | 2017 |

| | |
|---|-----------------|
| Objective 4 | |
| Create a Program Designed to Support Continuous Professional Development | |
| Related Tasks | Timeline |
| Review and develop retention plan | 2016 |
| Create an officer training program | 2018 |
| Continue to support and enhance current introductory member training program | On-going |
| Continue to provide access to FF I/II and EMR certifications to assure the Department can deliver effective core services | On-going |
| Create individual training and development plan for each member of the Department | 2019 |
| Create plan to monitor individual continuous development | 2019 |

Priority #2: Service Delivery

The second issue identified by the Committee was Service Delivery. By Service Delivery, we mean the way in which services are delivered to the community. As the community changes, so do the changing needs of the community. Evaluating how and what services we can provide to the growing community has become a higher priority.

In addition to the challenge of response to calls for service, the department is experiencing a growing number of requests for department members to assist the many special events in the community, while availability of firefighters to volunteer their time declines. The department has been severely challenged to get a sufficient number of members to staff these events and find a vast number of events are staffed by the same few volunteers. This is not sustainable since these individuals are likely to “burn out” if this trend continues. Many requests for service at events are currently being respectfully declined due to a lack of volunteers to assist. This is currently creating disappointment and frustration by some of the requesters, even though it is thoroughly explained to them the challenges we face with staffing. This is more often than not due to multiple events occurring on the same date. While we recognize the importance and value in supporting the community through event attendance, it is recognized that our core mission is to provide for life safety, fire prevention and suppression and property conservation activities.

| Objective 1 | |
|--|-----------------|
| Evaluate Current and Future Delivery of Services | |
| Related Tasks | Timeline |
| Study of alternate staffing models (i.e. duty crews, combination department, administration, etc.) | In-process |
| Create community conversations regarding services provided by department | In-process |
| Review and refine fire inspection and Fire Marshall program | 2018 |
| Develop a plan for service delivery tied to the community’s growth plans | 2018 |
| Review and refine department’s emergency management program | 2018 |

| Objective 2 | |
|--|-----------------|
| Enhance Relationships with Local and Regional Partners | |
| Related Tasks | Timeline |
| Continue to support current mutual aid program | On-going |
| Research joint purchasing opportunities | On-going |
| Continue to work with Townships on review of Department services | On-going |
| Work with Townships on contract renewal | 2017 |

| Objective 3 | |
|--|-----------------|
| Refine Outreach Programs and Special Events Response Plan | |
| Related Tasks | Timeline |
| Evaluate the relativity of all outreach programs as they relate to the mission of the Department | 2017 |
| Create new programs to match community needs and priorities tied to mission of the Department | 2017 |
| Evaluate city programs/events supported by the Department | 2017 |
| Evaluate non-city programs/events where Department support is requested | On-going |
| Review data about availability of volunteers | On-going |
| Develop plan for how the Department will respond to requests for service for special events | In-process |

Priority #3: Resources

To support the efforts in the other two priorities, the Committee identified Resources as a key priority. Within this section, we highlight the need for ensuring adequate equipment and apparatus. In addition, the City has identified the need for a new Fire Station and has preserved the old Public Works Site on Highway 284, as the location for a new facility. Both of these items need to evolve as the potential changes in service delivery occur. Re-evaluation of apparatus response and needs versus traditional use is currently being reviewed and modified annually to better serve the community and reduce operating costs.

| Objective 1 | |
|---|-----------------|
| Completion of New Facility | |
| Related Tasks | Timeline |
| Review site for proposed new Fire Station | 2016 |
| Create committee of department, non-department, and stakeholders to assist in the design and review of facility | 2017 |
| Hire architect | 2018 |
| Complete space needs analysis | 2018 |
| Determine use of existing facility | 2018 |
| Educate community regarding new facility | 2019 |
| Develop financing strategy | 2019 |
| Build new facility | 2020 |

| Objective 2 | |
|---|-----------------|
| Ensure Adequate Equipment and Apparatus to Maintain and Enhance Service Delivery | |
| Related Tasks | Timeline |
| Annual review of operating budget to meet service delivery plan | On-going |
| Annual review and update capital improvement plan to meet service delivery plan | On-going |
| Continue to work with Township partners to develop reserves for purchases | On-going |
| Review possible grant opportunities to enhance planned purchases | On-going |

Tasks Sorted by Year

In-process

| | | |
|--|------------------|------------|
| Review and refine recruitment process | Staffing | In-process |
| Study of alternate staffing models (i.e. duty crews, combination department, administration, etc.) | Service Delivery | In-process |
| Create community conversations regarding services provided by Department | Service Delivery | In-process |
| Develop plan for how the Department will respond to requests for service for special events | Service Delivery | In-process |

2016

| | | |
|---|-----------|------|
| Create plan for Fire Chief recruitment | Staffing | 2016 |
| Create an administrative staffing plan | Staffing | 2016 |
| Review site for proposed new Fire Station | Resources | 2016 |
| Review and develop retention plan | Staffing | 2016 |

2017

| | | |
|---|------------------|------|
| Refine plan for recruitment and development of leadership positions within the Department | Staffing | 2017 |
| Create plan to monitor individual development towards command level officer positions | Staffing | 2017 |
| Identify, train, and mentor personnel capable of assuming supervisor level positions | Staffing | 2017 |
| Develop plan to monitor individual development | Staffing | 2017 |
| Use statistical data to review current response trends | Staffing | 2017 |
| Evaluate staffing and response protocols to identify methods to work toward minimum staffing and response requirements. | Staffing | 2017 |
| Work with Townships on contract renewal | Service Delivery | 2017 |
| Evaluate the relativity of all outreach programs as they relate to the mission of the department | Service Delivery | 2017 |
| Create new programs to match community needs and priorities tied to mission of the department | Service Delivery | 2017 |
| Evaluate city programs/events supported by the Department | Service Delivery | 2017 |
| Create committee of Department, non-department, and stakeholders to assist in the design and review of facility | Resources | 2017 |

2018

| | | |
|--|------------------|------|
| Create an officer training program | Staffing | 2018 |
| Review and refine fire inspection and Fire Marshall program | Service Delivery | 2018 |
| Develop a plan for service delivery tied to the community's growth plans | Service Delivery | 2018 |
| Review and refine Department's emergency management program | Service Delivery | 2018 |
| Hire architect | Resources | 2018 |
| Complete space needs analysis | Resources | 2018 |
| Determine use of existing facility | Resources | 2018 |

2019

| | | |
|---|-----------|------|
| Create individual training and development plan for each member of the Department | Staffing | 2019 |
| Create plan to monitor individual continuous development | Staffing | 2019 |
| Educate community regarding new facility | Resources | 2019 |
| Develop financing strategy | Resources | 2019 |

2020

| | | |
|--------------------|-----------|------|
| Build new facility | Resources | 2020 |
|--------------------|-----------|------|

On-going

| | | |
|---|------------------|----------|
| Continue to support and enhance current introductory member training program | Staffing | On-going |
| Continue to provide access to FF I/II and EMS certifications to assure the Department can deliver effective core services | Staffing | On-going |
| Strive to meet NFPA standards | Staffing | On-going |
| Continue to support current mutual aid program | Service Delivery | On-going |
| Research joint purchasing opportunities | Service Delivery | On-going |
| Continue to work with townships on review of Department services | Service Delivery | On-going |
| Evaluate non-city programs/events where Department support is requested | Service Delivery | On-going |
| Review data about availability of volunteers | Service Delivery | On-going |
| Annual review of operating budget to meet service delivery plan | Resources | On-going |
| Annual review and update capital improvement plan to meet service delivery plan | Resources | On-going |
| Continue to work with Township partners to develop reserves for purchases | Resources | On-going |
| Review possible grant opportunities to enhance planned purchases | Resources | On-going |



REQUEST FOR CITY COUNCIL ACTION

| | |
|--|--|
| Meeting Date: | February 1, 2016 |
| Item Name: | Authorize the Order of Improvements & Advertisement for Bid the 2016 Infrastructure Improvement Project. |
| Originating Department: | Public Services |
| Presented by: | Craig Eldred, Public Services Director |
| Previous Council Action (if any): | <p>March 2, 2015 Authorize City Engineer; Bolton & Menk to Complete Soil Borings and Survey Work Related to Proposed 2016 Infrastructure Improvement Project</p> <p>July 20 2015 Authorize City Engineer; Bolton & Menk to Prepare Feasibility Report for the Proposed 2016 Infrastructure Improvement Project</p> <p>September 21, 2015 Approve Feasibility Study for 2016 Infrastructure Improvement Project and Call Public Hearing for November 2, 2015 at 6:00 p.m.</p> <p>October 5, 2015 Approve Amendment to Feasibility Study for 2016 Infrastructure Improvement Project & Change of Scope for Project & Revised Call for Public Hearing to November 16, 2015 at 6:00 p.m.</p> <p>November 23, 2015 Authorize The City Engineers; Bolton & Menk to Prepare Design and Specifications for 2016 Infrastructure Improvement Project</p> |

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

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

Adopt Resolution 2016-41; Authorize the Order of Improvements & Advertisement for Bid the 2016 Infrastructure Improvement Project

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

This evening we're requesting the Order of Improvements and Advertisement for bid the proposed 2016 Infrastructure Improvement Project. Council members may recall our previous discussions which recommended an amendment and reduced scope of work projected for 2016. The proposed improvements are listed in the tables below:

Street & Utility Improvement Areas:

| Street | From | To |
|---|---------------------|---------------------------------------|
| Maple Street | Fourth Street | Fifth Street |
| Maple Street | Fifth Street | Terminus of TH 5 Work on Maple Street |
| Fifth Street | Maple Street | Southwest Radius of Cherry Street |
| Cherry Street | First Street | Second Street |
| Interlaken Crossing (Old Airport Road Gravel) | CSAH 59/Main Street | Airport Road |

Street Overlay/Resurfacing Areas:

| Street/Area | From | To |
|----------------------|-----------------------------------|-----------------------|
| Cherry Street | Southwest radius of Cherry Street | TH 5 Project Terminus |
| Industrial Boulevard | TH 284 | CSAH 10 |

| | | |
|------------------|------------------|----------------------------|
| Wildhurst Road | TH 284 | CSAH 10 |
| Deerfield Road | Wildhurst Road | Cul-de-sac |
| Sunset Boulevard | Second Street | Cul-de-sac North and South |
| Airport Road | Old Airport Road | Current East Terminus |

Other Capital Outlay Improvement Projects:

| Project or Area | Detail of Scope |
|---|--|
| Hilks Lake Park Equipment Replacement | Replace Outdated Play System to Meet ADA & Safety Compliant System for Neighborhoods of Willowbrooke and Sterling Hills |
| Trail Connections and Intersection Pedestrian Access Improvements | Connect Hilks Development/Waconia Parkway North Bituminous Trail with Waconia Parkway North & CSAH 10 Intersection Providing Connection to CSAH 10 Shoulder for Pedestrian Access to Regional Trail System |
| First Street Storm Water Reuse | 50% of Phase III of Reuse Collection System Improvements |

Staff did hold a Public Open House event regarding the proposed improvements on November 5th, 2016 at 6:00 p.m. at City Hall. A second Open House event will be held February 10th from 5:30 to 7:00 p.m. where members of the public and businesses will have a chance to review the plans which are near 100%. We will once again take public comments based upon the plans established at this juncture.

Staff feel this is a viable infrastructure improvement plan allowing for planned transportation modifications to guide traffic southbound on Maple Street to the recently completed signalized intersection at Cherry and Trunk Highway Five, enhance pedestrian access and safety improvements guided to connect Trunk Highway Five and Downtown, and address necessary utility improvements.

Proposed Project Schedule

- February 2016; Approve Final Design and Authorize Project for Bid
- February 10th Second Open House Event
- March 2016; Receive Bids and Award Project for Construction
- Spring/Summer 2016; Construct & Complete Project

FINANCIAL IMPLICATIONS:

Funding Sources & Uses: General Fund/ PIR/ Bonding/ Storm Water 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. 2016-41**

**RESOLUTION AUTHORIZING APPROVAL OF THE ORDER OF IMPROVEMENTS &
ADVERTISEMENT FOR BID THE 2016 INFRASTRUCTURE IMPROVEMENT PROJECT**

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

WHEREAS, pursuant to resolution of the City Council approve the following.

1. March 2, 2015 Authorize City Engineer Bolton & Menk to Complete Soil Borings and Survey Work Related to Proposed 2016 Infrastructure Improvement Project
2. July 20 2015 Authorize City Engineer, Bolton & Menk to Prepare Feasibility Report for the Proposed 2016 infrastructure Improvement Project
3. September 21, 2015 Approve Feasibility Study for 2016 Infrastructure Improvement Project and Call Public Hearing for November 2, 2015 at 6:00 p.m.
4. October 5, 2015 Approve Amendment to Feasibility Study for 2016 Infrastructure Improvement Project & Change Scope for Project & Revise Call for Public Hearing to November 16, 2015 at 6:00 p.m.
5. November 23, 2015 Authorize The City Engineers; Bolton & Menk to Prepare Design and Specification for 2016 Infrastructure Improvement Project; and

WHEREAS, the area of improvements are presented in the tables provided below; and

Street & Utility Improvement Areas

| Street | From | To |
|---|---------------------|---------------------------------------|
| Maple Street | Fourth Street | Fifth Street |
| Maple Street | Fifth Street | Terminus of TH 5 Work on Maple Street |
| Fifth Street | Maple Street | Southwest Radius of Cherry Street |
| Cherry Street | First Street | Second Street |
| Interlaken Crossing (Old Airport Road Gravel) | CSAH 59/Main Street | Airport Road |

Street Overlay/Resurfacing Areas

| Street/Area | From | To |
|----------------------|-----------------------------------|----------------------------|
| Cherry Street | Southwest Radius of Cherry Street | TH 5 Project Terminus |
| Industrial Boulevard | TH 284 | CSAH 10 |
| Wildhurst Road | TH 284 | CSAH 10 |
| Deerfield Road | Wildhurst Road | Cul-de-sac |
| Sunset Boulevard | Second Street | Cul-de-sac North and South |
| Airport Road | Old Airport Road | Current East Terminus |

Other Capital Outlay Improvement Projects

| Project or Area | Detail of Scope |
|--|--|
| Hilks Lake Park Equipment Replacement | Replace Outdated Play System to Meet ADA & Safety Compliant System for Neighborhood of Willowbrooke and Sterling Hills |
| Trail Connections and Intersection Pedestrian Access Improvement | Connect Hilks Development/Waconia Parkway North Bituminous Trail with Waconia Parkway North & CSAH 10 Intersection Providing Connection to CSAH 10 Shoulder for Pedestrian Access to Regional Trail System |
| First Street Storm Water Reuse | 50% of Phase III of Reuse Collection System Improvement |
| Vista Boulevard | Median and Entrance Improvements |

WHEREAS, review of the outlined improvements are considered feasible and within the budget constraints placed within the current Capital Improvement Plan.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of the Order of Improvements & Advertisement For Bid The 2016 Infrastructure Improvement project.

Adopted by the City Council of the City of Waconia this 1st 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

| | |
|--------------------------------|--|
| Meeting Date: | February 1, 2016 |
| Item Name: | Contract with Rink Management Services Corporation |
| Originating Department: | Administration |
| Presented by: | Susan Arntz, City Administrator |

| | | | | | |
|--|---------|--|-----------------|---|--------------------|
| Previous Council Action (if any): | | | | | |
| Item Type (X only one): | Consent | | Regular Session | X | Discussion Session |

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

Approve Resolution 2016-40 , Approving Contract with Rink Management Service Corporation

Approve Resolution 2016-39 , Approving Employment Agreement with Craig Sinclair

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

Issue

Craig Sinclair, Park and Recreation Director, announced he desires to retire on November 30, 2017. He has requested the opportunity to be transferred to a position of On-Site Manager at the Ice Arena where he can work part-time and step into retirement. To do so, Craig would need to remain a public employee where he can continue to qualify to pay into PERA. Craig’s retirement creates an opportunity for the City to evaluate its operations and review its options for future management for recreation activities.

In discussing this preliminarily, the Council identified the following objectives in any solution:

- 1. Improve the Employee Culture:** the employee culture is in need of stronger leadership, communications, training, and focus on the operations of the department. By improving these areas, the department will function better and become a bigger asset to the community.
- 2. Improve the Guest Experience:** while we currently deliver a good experience, there is always room to improve. Customer service and great guest expectations are our main touchpoint for these facilities.
- 3. Improve the Fiscal Health of Both Facilities:** both of the current facilities do not generate enough revenue to cover their operating costs. The City has been covering the annual debt payments for both recreation facilities and is making a transfer from tax revenue each year to cover operating losses. The financial trajectory for both facilities (discussed in more detail below) is such that without improvements, the City may be forced into making difficult decisions about the future of the facility. In addition, the on-going need to cover operating costs minimizes the City’s ability to make improvements or expansions to the facilities in the future.

Options

With the vacancy being created in the Director role, the options for filling this role include:

- recruitment for a new Director directed by Staff
- recruitment for a new Director with assistance from a search firm
- contract for management with a private firm

Upon review of these options, the Personnel Committee and the City Administrator recommended that we consider a contract for management with a private firm. The Committee is concerned about not finding the specific skills needed in the next candidate. After considerable discussion, the Committee is not convinced that a traditional recruitment process would be successful. With the transition of this role at the City, the Department requires strong support and leadership that drives a focus of community recreation activities. Outside expertise in recreation and the business focus for publically owned recreation facilities, which is different than privately owned facilities, will greatly benefit the organization and entire community.

In discussing the variety of outside expertise that might exist, the Committee discussed various consulting firms, interim directors, and management firms. Through our deliberations, the Committee recommended consideration of a contract with Rink Management Services Corporation.

Rink Management Services Corporation is the leading operator of municipally owned recreational facilities in the United States. They are located just outside of Richmond, Virginia and have more than 1,600 people employed across the country. With this, they bring more depth of management talent and experience than any other consultant. Rink Management started in 1999 with a focus on ice arenas and has grown to include management of other recreational facilities.

They are the operator of a number of city owned facilities around the country including: Charles County (MD), Baltimore County Revenue Authority, Providence, Des Moines, Chicago Park District, City of Manassas, and Monroe (MI). They manage a twelve synthetic turf field complex, an 18 hole golf course for Henrico County (VA), a 100,000 square foot fitness/athletic facility for the City of Romulus (MI), and a 60,000 square foot athletic complex for the Effingham Park District (IL).

In reviewing the facilities they operate and discussing the contract relationship with the communities, Rink Management brings the expertise and talent to assist the City in advancing the priorities established.

To honor the request from Craig Sinclair, we are recommending that the City retain Craig Sinclair as an employee of the City. This will allow Craig to maintain his PERA eligibility and provide for his full retirement in November 2017. We have created a proposed employment agreement that identifies that Craig will serve as an On-Site Manager at the Ice Arena and will work a minimum of one hour per month and will work no more than 30 hours per week on average. Craig remains an at-will employee of the City. The City would terminate Craig's employment as a Park and Recreation Director and would pay out half of the accrued PTO at the time of agreement execution, planned for February 26, 2016. The remaining half would be paid at the end of the contract term or if terminated earlier. Attached is a copy of the proposed agreement.

Financial Health of Facility

As part of the 2016 budgeting process, the City Council adopted budgets for both recreation facilities where expenditures exceeded revenues. We knew that we had more work to do in early 2016 to make the budgets whole. Last fall, the budgets submitted by the Department staff for the Community Center and Ice Arena were \$50,031 and \$16,975 short respectively. Without adjustments to the 2016 budgets, these two facilities anticipate they will end 2016 short \$67,006. These budgets are not sustainable.

Continuing to not meet planned revenue or expenditure targets has been a growing concern for the operations of these facilities. Below is a table that shows the annual transfers for the operations of each facility. On average, the City spends an equivalent of 30% of its annual general property tax levy supporting the Community Center, Ice Arena, and the general recreation activities. For the last four years, the City's annual contribution to these two facilities has exceeded \$1 Million.

| General Fund Recreation Operating Support | | | | | | |
|---|---------------------|---------------------|---------------------|----------------------|--------------------|--------------------------|
| Year | Parks | Safari Island | Ice Arena | Total Rec Support | Total General Levy | Percentage of Total Levy |
| 2005 | \$ 78,204 | \$ 441,000 | \$ - | \$ 519,204 | \$ 2,691,343 | 19% |
| 2006 | \$ 148,475 | \$ 428,000 | \$ - | \$ 576,475 | \$ 2,691,343 | 21% |
| 2007 | \$ 135,020 | \$ 713,000 | \$ - | \$ 848,020 | \$ 2,896,674 | 29% |
| 2008 | \$ 177,299 | \$ 385,000 | \$ 225,000 | \$ 787,299 | \$ 2,896,674 | 27% |
| 2009 | \$ 134,646 | \$ 496,000 | \$ 253,000 | \$ 883,646 | \$ 2,936,762 | 30% |
| 2010 | \$ 132,242 | \$ 368,000 | \$ 495,000 | \$ 995,242 | \$ 2,729,319 | 36% |
| 2011 | \$ 125,336 | \$ 325,000 | \$ 495,000 | \$ 945,336 | \$ 2,832,619 | 33% |
| 2012 | \$ 133,547 | \$ 330,800 | \$ 495,000 | \$ 959,347 | \$ 2,932,619 | 33% |
| 2013 | \$ - | \$ 463,000 | \$ 559,000 | \$ 1,022,000 | \$ 3,022,619 | 34% |
| 2014 | \$ - | \$ 453,000 | \$ 559,000 | \$ 1,012,000 | \$ 3,297,619 | 31% |
| 2015 | \$ - | \$ 450,000 | \$ 583,000 | \$ 1,033,000 | \$ 3,761,262 | 27% |
| 2016 | \$ - | \$ 450,000 | \$ 583,000 | \$ 1,033,000 | \$ 3,780,068 | 27% |
| Total | \$ 1,064,769 | \$ 5,302,800 | \$ 4,247,000 | \$ 10,614,569 | | |
| Average | \$ 133,096 | \$ 441,900 | \$ 471,889 | \$ 884,547 | | 29% |

There are some important notes about the table above:

- In 2008, the City refinanced the Safari Island Debt, lowering the payment by \$143,000 annually.
- In 2008, the City opened the Ice Arena.
- In 2013, the City combined the Park Recreation Fund with the Safari Island Fund.

Proposed Contract

During the last few weeks, we have been working with Rink Management on a proposed contract. Attached is a copy for Council consideration. The key elements of the proposed contract include:

- The initial term shall be 5 years. We have the ability to terminate under certain conditions, including providing a 120 day notice.
- The City will terminate all of its employees on April 4 and Rink Management will hire all of the City’s employees on April 5. Rink Management will hire all the employees at the City’s rate of pay and will provide eligible employees access to Rink Management’s benefits. As part of the termination by the City, the City will pay eligible employees their accrued PTO in accordance with the City’s Employee Reference Manual. Once implemented, Rink Management will handle the future recruitment, hiring, and training all on-site employees using their systems-based method of operations. All existing staff will be trained with Rink Management in their procedures and operation expectations.
- Rink Management will provide the City a full financial report by the 15th of each month for each facility. This will include a balance sheet, statement of cash flows, a profit and loss statement, and the complete general ledger. We have reviewed the proposed standards with our auditors and are comfortable with the standards proposed.
- The City will review an annual budget with Rink Management for both facilities. Fee increases and expenditure cuts will be discussed and approved by the City Council along with all other City departmental budgets.
- They will establish their risk management procedures at both facilities and will provide insurance coverage.
- Rink Management will work with us to develop a customer feedback system to measure quality control and find ways to make improvements to the operations.
- Rink Management will be responsible for all maintenance of the equipment and property.
- The City continues to be responsible for operating costs of the facility including: payroll, marketing, repairs, and maintenance. These will be managed by Ring Management on behalf of the City. The City will pay utility costs directly to the provider.
- Rink Management has reviewed the City’s contractual obligations at both facilities. They have agreed to operate the facilities under the obligations already agreed to by the City and other parties.

Compensation Items:

- A monthly fee of \$7,000 (\$3,000 for the Ice Arena and \$4,000 for the Community Center).
- Payment of 50% of Gross Sponsorship Revenue for both facilities. The City will not be charged for the labor used to create the sponsorships.
- Rink Management shall receive 10% of the increase in gross revenues at the end of each calendar year, capped at \$40,000.

We have developed a proposed budget for the facilities. Copies are attached. With the implementation of the proposed contract, the City’s total cost is estimated to be \$72,699. In review of the available cash in the funds, the majority of this cost can be handled with available cash. Any outstanding costs in the first year of the management agreement can be handled by the General Fund. If necessary, the City Council can consider an interfund loan with repayment over a two year period of time.

The difference between the current planned budget and the proposed contract with Rink Management is \$5,663. We feel that this additional cost is nominal to the broader benefits that the contract will yield.

Next Steps

Upon approval of the contract, Rink Management CEO, Tom Hilgrove, plans to make a trip to Waconia to meet with staff one on one and start getting to know them. In addition, there are a number of operational items that we wish to start discussing and can at that time.

We also have a handful of general operational items that will need to be addressed. They include: management of the Park Board, re-engaging the Commission on Aging, identify coordination of the reservations (courts, fields, gazebo, and parks, etc.), transition of all park maintenance and planning to Public Services, and many other tasks. We plan to work through these items with the Staff and the Personnel Committee during the next month. We plan to meet with the Park Board at their meeting in February to review these changes.

FINANCIAL IMPLICATIONS:

Funding Sources & Uses: Safari Island/Ice Arena Cash

Budget Information:

- _____ Budgeted
- _____ Non Budgeted
- _____ Amendment Required

ADVISORY BOARD RECOMMENDATIONS:

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

**CITY OF WACONIA
RESOLUTION NO. 2016-40**

**RESOLUTION APPROVING CONTRACT WITH RINK MANAGEMENT
SERVICES CORPORATION**

WHEREAS, the City of Waconia (the “City”) desires to contract the management of the City’s Community Center and Ice Arena; and

WHEREAS, the City has the authority to enter into such management services contract; and

WHEREAS, said contract will be for management of the City’s recreation facilities under the terms and conditions contained within the contract.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Waconia, Minnesota, hereby approves the Management Services Agreements, subject minor revisions as deemed necessary by the City Attorney, City Administrator and Mayor, attached hereto and by said references incorporated herein in its entirety.

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 1st 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
(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.

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.
- C. Except as expressly provided in this Agreement to the contrary, collect all gross

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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 of the term of this Agreement, upon one hundred twenty (120) days advance written notice by **Owner** to **RMSC**.

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**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.
- 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

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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 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.

[Note: The City should consider whether it wants any control over certain important budget line items.]

**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.

[Note: The City should check with its auditors to determine if the proposed bank account arrangement is allowed and if, so, how this is reflected on the City's financial statements.]

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.

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 \$_____ 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 15th 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 15th 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.

[Note: The City should ask its auditors which accounting standards should be used and what reporting RMSC needs to provide to meet the City's needs.]

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 Minnesota Statutes §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 and any contracts relating to the operation of the Ice Rink 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 operating expense of the Facility.
- 10.3 Excepting worker's compensation claims, any claim asserted by a **RMSC** employee, including all costs and attorneys' fees incurred defending or settling the claim, shall be **RMSC's** sole responsibility and shall not be considered an operating expense of the Facility. Claims covered by the immediately preceding sentence include, but are not limited to, claims relating to discrimination, sexual harassment, and wrongful termination.
- 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, aquatic 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

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RMSC's business, the exact amount of which is not susceptible to exact calculation, and therefore agrees and stipulates to pay **RMSC** \$20,000.00, not as a penalty but as liquated damages, for each breach of this non-hire provision.

**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**

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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 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 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 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 policies which may relate 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 **RMSC** shall defend, hold and save the Owner, and the elected officials, agents, representatives, officers, directors and employees of the **Owner**, 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 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.

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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.
- 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.

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.

Initials

[Note: My preference is to delete the arbitration clause.]

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.

Initials

- 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.]

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 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 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 the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, and the Minnesota Rules implementing such Act, as amended (collectively, the "Act"). **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 receives a request from anyone to access any Data, **RMSC** shall immediately inform **Owner** of such request and shall thereafter withhold or release any Data as directed by **Owner**. **RMSC** shall further cause its officers, employees and agents to abide by the Act and the provision of the paragraph. The provision of the paragraph shall survive the expiration of 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.]

**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.

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 operation of the Facility.
 - C. Except as expressly provided in this Agreement to the contrary, collect all gross

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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 of the term of this Agreement, upon one hundred twenty (120) days advance written notice by **Owner** to **RMSC**.

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**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.
- 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

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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 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.

[Note: The City should consider whether it wants any control over certain important budget line items.]

Article 6
Bank Accounts

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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.

[Note: The City should check with its auditors to determine if the proposed bank account arrangement is allowed and if, so, how this is reflected on the City's financial statements.]

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.

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 \$_____ 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 15th 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 15th 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.

[Note: The City should ask its auditors which accounting standards should be used and what reporting RMSC needs to provide to meet the City's needs.]

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

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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 Minnesota Statutes §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 and any contracts relating to the operation of the Ice Rink 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:
- Amended and Restated Ice Use Agreement between **Owner** and the Waconia Hockey Association dated August 17, 2015.

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- *[Note: Add ISD 110 agreement?]*

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.
- 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

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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 operating expense of the Facility.

- 10.3 Excepting worker's compensation claims, any claim asserted by a **RMSC** employee, including all costs and attorneys' fees incurred defending or settling the claim, shall be **RMSC's** sole responsibility and shall not be considered an operating expense of the Facility. Claims covered by the immediately preceding sentence include, but are not limited to, claims relating to discrimination, sexual harassment, and wrongful termination.
- 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** \$20,000.00, not as a penalty but as liquated damages, for each breach of this non-hire provision.

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

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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 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 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 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

policies which may relate 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 **RMSC** shall defend, hold and save the Owner, and the elected officials, agents, representatives, officers, directors and employees of the **Owner**, 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 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.
- 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.

**Article 15
Applicable Law and Arbitration**

- 15.1 The Parties hereto agree that in the event of any dispute which cannot be resolved by

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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.

[Note: My preference is to delete the arbitration clause.]

**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.

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- 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.]

Initials

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

Initials

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

Termination Date: September 30, 2020

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 Agreement for the Facility shall be capped at \$40,000.00 per calendar year.

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

Food and Beverage Operations Included yes no

Vending Operations Included yes no

Pro-Shop Operations Included yes no

Initials

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 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 the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, and the Minnesota Rules implementing such Act, as amended (collectively, the "Act"). **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 receives a request from anyone to access any Data, **RMSC** shall immediately inform **Owner** of such request and shall thereafter withhold or release any Data as directed by **Owner**. **RMSC** shall further cause its officers, employees and agents to abide by the Act and the provision of the paragraph. The provision of the paragraph shall survive the expiration of earlier termination

Initials

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.]

**CITY OF WACONIA
RESOLUTION NO. 2016-39**

**RESOLUTION REGARDING EMPLOYMENT AGREEMENT
FOR CRAIG SINCLAIR**

WHEREAS, the City’s attorney’s office prepared the proposed Employment Agreement attached hereto as **Exhibit “A”** for the City to enter into with Craig Sinclair; and

WHEREAS, the Council reviewed the attached Employment Agreement and desires to enter into this Employment Agreement with Mr. Sinclair.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Waconia, Minnesota, that the attached Employment Agreement between the City and Craig Sinclair is hereby ratified and approved and that the execution and delivery by the Mayor and Clerk of the Employment Agreement, is conclusive evidence of the approval of such document in accordance with the terms hereof.

Adopted by the City Council of the City of Waconia, Minnesota this 1st day of February, 2016.

James P. Sanborn, Mayor

ATTEST: _____
Susan MH Arntz, City Administrator

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

Exhibit A

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of January, 2016, by and between the City of Waconia, hereinafter referred to as “**CITY**”, and Craig Sinclair, an individual, hereinafter referred to as “**EMPLOYEE**”,

WITNESSETH:

WHEREAS, EMPLOYEE has been employed as the CITY’s Parks and Recreation Director since December 5, 2005; and

WHEREAS, EMPLOYEE desires to be transitioned from his full-time Parks and Recreation Director position to a part-time on-site Manager position at the CITY’s ice arena; and

WHEREAS, EMPLOYEE’s last day of performing duties as the Parks and Recreation Director shall be February 26, 2016, and his first day of performing duties as the part-time on-site Manager at the CITY’s ice arena shall be February 29, 2016; and

WHEREAS, EMPLOYEE acknowledges that his employment is and will remain “at-will” with the CITY meaning that either the EMPLOYEE or the CITY may terminate EMPLOYEE’s employment at any time, with or without cause or advance notice, for so long as EMPLOYEE remains employed by the CITY; and

WHEREAS, EMPLOYEE acknowledges that attached as **Exhibit “A”** hereto is a copy of EMPLOYEE’s job description for the part-time on-site Manager position at the CITY’s ice arena; and

WHEREAS, EMPLOYEE acknowledges, as it states on said job description, that it is the CITY’s right to change, revise, modify, or eliminate EMPLOYEE’s job duties on said job description attached as **Exhibit “A”** at its sole discretion at any time, and EMPLOYEE agrees that he will perform any changed, revised, or modified duties as the CITY deems it necessary to be performed by him.

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Incorporation. The above recitals are incorporated into this Agreement as if fully set forth herein.
2. Compensation of Employment. The CITY agrees to pay EMPLOYEE for EMPLOYEE’s services rendered under this Agreement as the on-site part-time Manager at the CITY’s ice arena at the step 3 rate as established by the CITY’s pay

plan on an annual basis during the term of this Agreement. The CITY shall only pay EMPLOYEE for services rendered unless otherwise stated in this Agreement (i.e., should EMPLOYEE's employment terminate prior to the expiration of the term of this Agreement, the CITY shall only pay to EMPLOYEE that portion of EMPLOYEE's annual wages proportionate to EMPLOYEE's services rendered up to the date of EMPLOYEE's termination).

3. Benefits of Employment. The CITY agrees to provide to EMPLOYEE the benefits as are set forth in the then current Personnel Policy Ordinance of the CITY as may be applicable to EMPLOYEE in accordance with said Personnel Policy Ordinance, except as may otherwise be set forth in this Agreement, in which case the language contained within this Agreement shall control. EMPLOYEE's benefits, except as may otherwise be set forth in this Agreement, shall automatically be amended to be in accordance with the then existing benefits as are set forth in the CITY's most current Personnel Policy Ordinance.
4. Paid Time Off ("PTO") Payout. The CITY shall pay EMPLOYEE half of his accrued, but unused, PTO at the 2016 rate in the amount of \$ _____, upon EMPLOYEE's execution of this Agreement and the remaining half of his accrued, but unused, PTO at the 2016 rate in the amount of \$ _____, upon separation of Employee's employment with the CITY, whether such termination of employment is voluntary or involuntary.
5. Personnel Ordinance. This Agreement supersedes all conflicting provisions of the CITY's Personnel Ordinance. All provisions of the CITY's Personnel Ordinance which do not conflict with this Agreement shall apply to EMPLOYEE in the same manner in which they apply to all other municipal employees.
6. Term of Agreement. This Agreement shall continue until November 30, 2017, unless terminated earlier. This Agreement shall terminate at the time EMPLOYEE's employment terminates, whether such termination of employment is voluntary or involuntary. For all times during the term of this Agreement, EMPLOYEE shall remain employed at-will by the CITY.
7. Duties of Employment. EMPLOYEE shall perform his duties and responsibilities as are set forth on the attached job description which is hereby attached as **Exhibit "A"** to this Agreement as the CITY's part-time on-site Manager of the CITY's ice arena. EMPLOYEE agrees to devote such time, attention, effort and skill to the performance of his job duties as is necessary to carry out those duties set forth in his job descriptions. The CITY may revise, change, modify, or eliminate any of EMPLOYEE's duties as are set forth on the attached job description or Employee's current job description in its sole discretion. Employee agrees to work at the direction of Rink Management in performing his duties as the part-time on-site Manager of the CITY's ice arena.

8. Work Schedule. The EMPLOYEE is to work as is necessary to perform the essential functions of his position as the Director of Parks and Recreation which may require EMPLOYEE to work more than forty (40) hours in a given workweek. EMPLOYEE agrees to work no more than thirty (30) hours per week on a part-time basis while performing duties for the CITY as the CITY's part-time on-site Manager at the CITY's ice arena. The CITY agrees to employ EMPLOYEE and EMPLOYEE agrees to perform services for a minimum of one hour per month as the part-time on-site Manager at the CITY's ice arena.
9. Return of City Property. Upon the termination of his employment, EMPLOYEE agrees to deliver promptly to the CITY all data within his possession regarding the CITY and all property in his possession which belongs to the CITY. This covenant is intended to and does hereby survive the termination of the underlying Agreement and EMPLOYEE's employment with the CITY.
10. Cooperation In Claims. During the period of EMPLOYEE's employment and for a period not to exceed six (6) years thereafter, at the request of the CITY, EMPLOYEE will cooperate with the CITY with respect to any claims or lawsuits by or against the CITY where EMPLOYEE has knowledge of the facts involved in such claims or lawsuits. Such cooperation shall include, but shall not be limited to, EMPLOYEE providing reasonable deposition, hearing and trial testimony and making himself available at reasonable times to prepare for such testimony with the CITY's attorneys; provided that the CITY shall reasonably compensate EMPLOYEE for all time so devoted to such endeavors; responding to questions that may be posed from time to time by the CITY's attorneys regarding such claims or lawsuits; declining to voluntarily aid, assist or cooperate with any party who has claims or lawsuits by or against the CITY, or with their attorneys or agents; and notifying the CITY and the CITY's attorneys when and if the EMPLOYEE is contacted by other parties or their attorneys or agents involved in actions by or against the CITY. Nothing in this subdivision shall prevent EMPLOYEE from honestly testifying at an administrative hearing, arbitration, deposition or in court, in response to a lawful and properly served subpoena in a proceeding involving the CITY. This covenant is intended to and does hereby survive the termination of the underlying Agreement and EMPLOYEE's employment with the CITY.
11. Cooperation After Employment Termination. Pursuant to the CITY's request, EMPLOYEE shall cooperate with the CITY as the CITY may reasonably require after EMPLOYEE's employment termination, whether voluntary or involuntary, by providing to the CITY assistance/information regarding the duties that EMPLOYEE previously performed for the CITY, provided that the CITY shall reasonably compensate EMPLOYEE for all time so devoted to such endeavors. This covenant is intended to and does hereby survive the termination of the underlying Agreement and EMPLOYEE's employment with the CITY.

12. Judicial Modification. If any one or more of the terms of this Agreement are deemed to be invalid or unenforceable by a court of law, the validity, enforceability, and legality of the remaining provisions will not, in any way, be affected or impaired thereby; and, notwithstanding the foregoing, all provisions of this Agreement shall be enforced to the extent that it is reasonable as determined in Carver County District Court.
13. Choice of Law/Forum. This Agreement shall be construed and determined according to the laws of the State of Minnesota, and any disputes arising out of this Agreement shall be determined in Carver County District Court. The parties acknowledge the existence of sufficient contacts to the State of Minnesota and Carver County to confer jurisdiction upon that court.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

CITY OF WACONIA:

By: _____

Its: _____

EMPLOYEE:

Craig Sinclair



City of Waconia

Administrative Offices
201 South Vine Street
Waconia, MN 55387
Phone: (952) 442-2184
FAX: (952) 442-2135
www.waconia.org

Public Works
310 Tenth Street East
Waconia, MN 55387
(952) 442-2615
(952) 442-4963

Parks and Recreation
201 South Vine Street
Waconia, MN 55387
(952)442-0695
(952) 442-0692
www.safariisland.net

JOB DESCRIPTION

On-Site Manager/Ice Arena
Job Title

Parks and Recreation/Safari Island
Department

July 2010
Date

PT - Non-Exempt
Status

City Administrator
Title of Immediate Supervisor

Minimum of 1 hour per month and
Part-time 24-32 hours (Seasonal)
FT/PT Hours per Week

PRIMARY OBJECTIVES:

To provide excellent customer service and a safe, clean environment to customers and visitors of the facility.

To ensure Ice Arena policy and procedures are followed as outlined in the staff manual and within the facility.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Enforce facility rules and all standards put forth by federal, local, OSHA, and the State Department of Health.

Deal with customer issues and concerns representing Ice Arena policy and its staff.

Maintain a high level of readiness and be prepared to handle emergencies. Responsible for contacting appropriate staff in emergency situations.

Ensure janitorial functions are completed and cleanliness maintained for Ice Arena including the locker rooms, hallways, restrooms, mechanical rooms, and viewing areas.

Assist with routine maintenance and preventative maintenance plans. Perform light duty repairs or upkeep of doors, plumbing, fixtures, and maintenance equipment within your capability. Inform appropriate staff of repair needs.

Assist with planning and implementation of training workshops and Ice Arena events.

Setup and takedown for programs and rentals in the facility.

Provide management staff with verbal and written updates of facility and staff operation.

Attend all scheduled staff meetings.

Provide effective customer services to the public. Find solutions to customer issues/complaints.

Communicate effectively with co-workers.

Keep management staff informed of daily work accomplishments, problems, new developments, and status of operations.

OTHER DUTIES AND RESPONSIBILITIES:

Assist with special projects as directed.

Work special events.

Plan and/or attend periodic team functions.

Maintain security of the Ice Arena for the public and staff.

Clear sidewalk of snow and apply salt when needed between maintenance shifts.

Perform basic custodial duties, which are repetitive in nature.

Perform other duties and assume responsibilities as apparent or assigned.

Wear assigned uniform based upon uniform policy.

ESSENTIAL KNOWLEDGE SKILLS AND ABILITIES:

Working knowledge of both the front desk and ice maintenance operations. Working knowledge of ice arena equipment such as Zamboni, floor scrubbers, etc. Working knowledge of office equipment including personal computer, 10-key calculator, fax machine, copy machine.

Working knowledge of cash registers/POS, admissions, scheduling, general merchandise, and cash deposit procedures.

Working knowledge of computers including Class, Windows, Internet, Outlook, Word, spreadsheets, and databases.

Knowledge of mechanical equipment and repairs.

Ability to fill out completely daily reports including OSM, POS, maintenance, accident, and incident as assigned.

Ability to maintain all required certifications.

Knowledge of records management and records retention.

Ability to work under own initiative with minimal supervision.

Ability to accurately perform general clerical work requiring a high degree of concentration, organization, and judgment in interpreting practices and procedures. Ability to research and problem solve.

Ability to perform accurate mathematical calculations and maintain accurate records.

Ability to effectively communicate with supervisors, co-workers, and the general public in a professional, tactful and courteous manner, both verbally and in writing.

Ability to maintain confidentiality.

Ability to perform basic responsibilities under the working conditions as described.

Ability to work cooperatively within the department and with other departments as needed to complete assigned tasks.

Normal working hours: as assigned by the management staff. May be required to work extended hours outside of facility operating hours, evenings, weekends, and holidays.

Ability to attend work punctually and regularly.

MINIMUM QUALIFICATIONS, EDUCATION AND/OR EXPERIENCE:

18 years of age.

Successful completion of aptitude testing covering areas outlined in this job description.

Ability to socially, physically, and mentally perform all essential functions under working conditions as described herein.

Ability to read, write, speak, and comprehend the English language.

May be required to successfully complete a criminal background check.

Possess strong public relations skills.

Self-motivated, hard working, dependable, organized and honest.

All new hires and/or appointments require that they are subject to the City's Employee Reference Manual.

REQUIRED CERTIFICATES, LICENSES AND REGISTRATIONS:

Must possess and maintain a valid Minnesota Class D Driver's License.

American Red Cross CPR for the Professional Rescuer Certification.

American Red Cross AED Essentials (within 3 months of hire).

American Red Cross First Aid Certification (within 3 months of hire).

Preventing Disease Transmission (within 3 months of hire).

DESIRED QUALIFICATIONS:

One-year experience in management or leadership role, preferably working in a ice arena or municipal recreation facility.

Possess certifications as listed above.

Working knowledge of Class, Word, Excel, Power Point, Access and Publisher.

Working knowledge of City services, operations and procedures.

Working knowledge of electronic records management.

Knowledge or experience relative to specific department duties noted above.

PHYSICAL DEMANDS:

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of this position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee is frequently required to stand for long periods of time.

The employee is frequently required to sit and talk or hear, use hands to finger handle or feel objects, tools, or controls; and reach with hands and arms.

Considerable ability is required to use large motor skills to bend, stoop, crouch, kneel, push and pull and to perform those skills that are necessary to maintain or obtain the certifications required for this position.

Considerable ability is required to use fine motor skills to manipulate objects requiring manual dexterity.

The employee may be required to lift and/or move objects up to 25 pounds for tasks such as carrying supply boxes and equipment. The employee may be required to lift and/or move up to 80 pounds for tasks such as folding tables, equipment set-up.

Specific vision abilities required by this position include close vision, distant vision, peripheral vision and ability to focus as it relates to such tasks as reading manuals, processing paperwork, viewing a computer monitor, responding to emergencies and performing all essential functions of the position.

The employee is required to hear in order to communicate with and respond to other staff and guests/customers, including responding in times of emergency.

Ability work with and around irritants, fumes, hazardous chemicals and cleaning supplies.

Ability to access on-site locker room facilities, telephone, maintenance areas, and confined spaces, if trained.

WORK ENVIRONMENT:

The work environment characteristics described herein are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

Office environment: The employee is required to sit for extended periods at a desk or personal computer, using repetitive movements and small motor skills. The noise level in the office area is moderate.

Ice Arena: The employee may regularly be exposed to irritants, fumes or airborne particles, toxic or caustic chemicals, and exposure to loud noises from operating equipment. The employee will also be exposed to changing temperatures consistent with Ice Arena operations.

NON-DISCRIMINATION POLICY:

The City of Waconia will not discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, national origin, sex, familial status, disability, age, marital status, sexual orientation or status with regard to public assistance.

(These examples are intended only as illustrations of various types of work performed and are not necessarily all-inclusive. The job description is subject to change as the needs of the employer and requirements of the job change. The City of Waconia reserves the right to change and/or eliminate any and all job duties if needed.)