

**WACONIA CITY COUNCIL
MEETING AGENDA**



TUESDAY, FEBRUARY 16, 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: MARC CARRIER
COUNCILMEMBER, WARD I: LYNN AYERS
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.

PAGE NO.

6:00 P.M. 1. CALL MEETING TO ORDER AND ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. ADOPT AGENDA

4. VISITOR’S PRESENTATIONS, PETITIONS, CORRESPONDENCE

5. ADOPT CONSENT AGENDA

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

- 1) Approve February 1, 2016 City Council Meeting Minutes 1-7
- 2) Authorize Payment of February 16, 2016 Expenditures 8-12
- 3) Motion to Approve Pay Estimate No. 8 to park Construction Company 13-19
- 4) Motion to Approve Pay Estimate No. 12-Final to Chard Tiling & Excavating..... 20-41
- 5) Authorization to Use Streets/Trails for the 1st Annual Miles of Smiles Color Splash 5K..... 42-48
- 6) Motion to Approve Parade Permit/Use of streets for the Lake Waconia Band Festival..... 49-53
- 7) Adopt Resolution No. 2016-46, Approving Temporary On-Sale Liquor License..... 54-55
- 8) Adopt Resolution No. 2016-47, Authorize Staff to Purchase Equipment Attachments from Lano Equipment 56-61

- 9) Adopt Resolution No. 2016-48 Authorizing Award of Strom Water Reuse Pump System Purchase from Xylem-Flowtronex 62-70
- 10) Adopt Resolution No. 2016-49, Approving the Land Purchase & Exchange Agreement between the City and Hartman Communities, LLC 71-90
- 11) Adopt Resolution No. 2016-50, Approving Surplus Equipment & Sale or Disposal 91-92

6. COUNCIL BUSINESS

7. ITEMS REMOVED FROM CONSENT AGENDA

8. STAFF REPORTS

9. BOARD REPORTS

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

10. ANNOUNCEMENTS

11. ADJOURN REGULAR MEETING

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

Work Session: Review CSAH 110 Plans & Financing Concepts
 Review Day Mental Health Ordinance Progress
 Discuss Xcel Substation Upgrades & Liquor Ordinance Changes
 Review of Carver County Commissioners request for Resolution regarding Met Council

CALENDAR OF EVENTS/MEETINGS:

February 15	Monday		President’s Day Holiday – <i>City Offices Closed</i>
February 16	Tuesday	6:00 p.m.	City Council
February 16	Tuesday	after CC Mtg.	Work Session
February 29	Monday	6:00 p.m.	City Council Meeting
February 29	Monday	after CC Mtg.	Work Session: TBD
March 21	Monday	6:00 p.m.	City Council Meeting
March 21	Monday	after CC Mtg.	Work Session: TBD

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February 1, 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, Mark Morse, Mike Dressel, Debbie Loomis, Nathan Loomis, Robert Clark, Tanner Hasse, Devon Noeldner, David Wabbe, Michelle Brassington, Amanda Johnson, Missy Goff.

Visitors: Jason Schmucker, Mike Werner, Allison Wabbe, Tim Lynch.

Pledge of Allegiance was led by Mayor Sanborn.

ADOPT AGENDA: Resolution 2016-45 added to Regular Business. Motion by Erickson, seconded by Ayers to adopt the agenda as amended. All present voted aye. **MOTION CARRIED.**

VISTOR'S PRESENTATION: Council Recognition for Mike Dressel with 15 years of service and Mark Morse with 20 years of service with the Waconia Fire Department.

Tim Lynch , County Commissioner District 4 provided information on various County projects.

ADOPT CONSENT AGENDA

- 1) Approve January 19, 2016 City Council Meeting Minutes.
- 2) Authorize Payment of February 1, 2016 Expenditures.
- 3) Adopt a Motion to approve Pay Estimate No. 2 – Final to Visu-Sewer, Inc.
- 4) Adopt a Motion to approve Pay Estimate No. 9 to GMH Asphalt.
- 5) Adopt Resolution No. 2016-34, Approving Application for Exempt Permit Waconia Choir Boosters.
- 6) Adopt Resolution No. 2016-35, Authorizing Staff to Submit LGU Application for Cost Share Project with Carver County Water Management Organization.
- 7) Adopt Resolution No. 2016-36, Authorizing Purchase of Water Reuse Utility Building from Huffcutt Concrete.
- 8) Adopt Resolution No. 2016-37, Accepting Donation and Approving Pass Through Recommendation.
- 9) Adopt Resolution No. 2016-38, Authorizing Purchase of 938M Loader & Winter Maintenance Equipment.
- 10) Adopt Resolution No. 2016-42, Authorizing Staff to enter into an Agreement with Reach for Resources.
- 11) Adopt Resolution No. 2016-43, Appointing Firefighter.
- 12) Adopt Resolution No. 2016-44, Appointment of Fire Department Officer.

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

COUNCIL BUSINESS: Waconia Fire Department Strategic Plan. Fire Chief Mark Morse presented the Waconia Fire Departments Strategic Plan stating the Priority Areas of Focus which included Staffing, Service Delivery, and Resources. Staffing included: Develop Staffing Program to Meet National Standards and Community Needs, Succession Planning, Recruit and Train Personnel as Necessary and Create a Program Designed to Support Continuous Professional Development. Service Delivery evaluates current and future delivery of services, enhancing relationships with local and regional partners and refining outreach programs and special events response plan. Resources cover the completion of a new facility and ensuring adequate equipment and apparatus to maintain and enhance service delivery.

The 2016 objectives are:

- Create an Administrative Plan
- Create a Plan for Fire Chief Recruitment
- Review and develop a Retention Plan
- Review site for proposed new Fire Station

A committee was formed to complete this process and 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

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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. Chief Morse asked for the Councils consideration and acceptance for the Department to commence work on the identified 2016 objectives of the Plan.

The Council expressed their appreciation and thanks for all the hard work that went into this.

.Motion by Erickson, seconded by Ayers to accept the Waconia Fire Department Strategic Plan. All present voted aye.
MOTION CARRIED.

Order of Improvements & Advertisement for Bid of the 2016 Infrastructure Improvement Project: Craig Eldred requested the Order of Improvements and Advertisement for bid on the proposed 2016 Infrastructure Improvement Project. He stated that in previous discussions an amendment and reduced scope of work was recommended. The Proposed improvements are as follows:

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

Eldred said that 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.

He stated that 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.

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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

Mike Melchert stated that this will require a 4/5 vote to pass.

Motion by Ayers, seconded by Bloudek to Adopt Resolution No. 2016-41, Authorizing the Order of Improvements & Advertisement for Bid the 2016 Infrastructure Improvement Project. All present voted aye. **MOTION CARRIED.**

Contract with Rink Management Service: Susan Arntz stated that 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 preliminary discussions the following objectives in any solution were identified:

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.

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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.

Ms. Arntz provided an overview of Rink Management Services Corporations background stating that are 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.

Ms. Arntz explained that 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.

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.

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- 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.

Ms. Arntz added that 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.

There are 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.

Council Member Ayers asked if any thought has been giving to keeping the community as engaged as they have been in the past with that strong sense of ownership.

Ms. Arntz responded by saying she hopes that the guests will notice good changes and realize that we have made an investment in the facility and operations on their behalf. That is the goal and expectation.

Council Member Ayers also asked if there will be opportunities for staff to have more advancement with different career paths

Ms. Arntz said it was shared with her that in the past employees have had the chance for advancement both in the company as well as other similar facilities.

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Council Member Carrier expressed that he had heard from many citizens that the budget is foremost the most important reason we need to address this. He also stated that a tremendous benefit to this contract is the 120 day clause that allows us to get out of the contract if things don't work out and we are back to it. This is a great way to practice some fiscal responsibility and turn this around on behalf of all the citizens.

Council Member Bloudek asked to have the clause about Risk Management and providing insurance at both facilities to be explained.

Ms. Arntz answered stating that just like renters insurance we own the facility but they would be required to carry insurance on their operations and activities.

Council Member Erickson shared that he felt that using a company like this with their expertise and experience will hopefully bring in more revenue and turn the deficit around. He then asked what Craig Sinclair's role would be as the only city employee at the facilities.

Ms. Arntz shared that in order for Craig to retire in October 2017 he would have to continue to earn service credits through PERA. In order to earn those service credits he has to be employed by a municipality. The point of the contract is to outline the perimeters of the agreement that allow that the city shift him into a part time On-Site Manager role at the Ice Arena.

Mayor Sanborn commented that this is a big change and we still have some parts to figure out. We are partnering with Rink Management because they bring knowledge and expertise that we just don't have. We have 2 great facilities for a city of our population but just not the budget to support it.

Motion by Erickson, seconded by Carrier to Adopt Resolution 2016-40, Approving Contract with Rink Management Service. All present voted aye. **MOTION CARRIED.**

EMPLOYMENT AGREEMENT: Susan Arntz stated that 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.

Motion by Erickson, seconded by Ayers to Adopt Resolution No. 2016-39, Approving Employment Agreement with Craig Sinclair. Erickson, Bloudek, Sanborn, Ayers voted aye. Carrier voted nay. **MOTION CARRIED.**

2016 Pay Equity Report: Angel Smith provided a brief overview stating that all municipalities are required to submit Pay Equity Reports to the Minnesota Department of Employee Relations. Prior to the 2016 report, which reflects data from 2015, the previous report was submitted in 2013. This reporting requirement is part of the Local Government Pay Equity Act of 1984, Minnesota Statutes Chapter 471.991 - 471.999 and Minnesota Rules, Chapter 3920. The intent of the pay equity legislation was to provide equal pay for equal work among male and female employees of each individual jurisdiction.

The Pay Equity Report is based upon "points" that are assigned to each specific job classification and the corresponding salary range of each job classification. The points for each job classification are determined based on the duties and responsibilities of each job position.

The salary ranges of each job classification, not actual salary paid to individuals, are used in the computation of the Pay Equity Report. The salary range information, along with other factors such as, job classification points and employee gender, is entered into a computer program provided by the Minnesota Department of Employee Relations for analysis. The report generated from this computer program is a statistical analysis of the predicted pay ranges in each job classification.

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Based on the required tests, the City should be found in compliance. This report has been provided to the Minnesota Department of Employee Relations and the final step is approval by the City Council. The Minnesota Department of Employee Relations will evaluate the data and render a determination of compliance at a later date. The next report will be due in 2019.

Motion by Bloudek, seconded by Carrier to Adopt Resolution No. 2016-45, Approving 2016 Pay Equity Report. All present voted aye. **MOTION CARRIED.**

ITEMS REMOVED FROM CONSENT AGENDA: None

STAFF REPORTS: Susan Arntz touched on Lane Braaten's appointment to the Regional Park Technical advisory Committee. She also informed the Council that the City has not received a completed application from Waconia Lanes to operate the bowling lanes, amusement machines and serve liquor. It is not that we have rejected the license; we don't even have an application to consider. She also updated the Council on the School District's Annexation for the High School project.

BOARD REPORTS:

Councilmember Erickson – No Report

Councilmember Bloudek – No Report

Councilmember Carrier – No Report

Councilmember Ayers – Attended Carver County Leaders meeting last week which focused on Carver Link Updates.

Mayor Sanborn – Attended a meeting for a proposed Mobility Management Advisory Board that would be created to provide direction for SmartLink system, operated between Carver and Scott County. There was discussion about appointing cities serve on the Board. Another meeting was scheduled for March and he will bring back more information.

ANNOUNCEMENTS:

ADJOURN:

Motion by Erickson, seconded by Carrier to adjourn the meeting at 7:57 p.m. All present voted aye. **MOTION CARRIED**

James P. Sanborn, Mayor

ATTEST: _____
Ann Meyerhoff, Office Assistant

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

Nicole Lueck
Nicole Lueck, Finance Director

2/10/2016
Date

**CITY OF WACONIA
Council List-Expenditures
Meeting: February 16, 2016**

Vendor Name	Description	Amount	Fund/Department
ALLSTATE	Premiums 01/19/16	\$261.60	Personnel Liabilities
AQUA LOGIC, INC	SI Pool Chemicals	\$3,202.30	Safari Island
ASPEN EQUIPMENT	Truck #48 - Dump Box/Equipment	\$34,431.00	Capital Equipment
ASPEN MILLS	Officer Uniform Jackets	\$1,564.48	Fire
BOND TRUST SERVICES CORP	2007B Bond Payment	\$362,431.25	Water
BOND TRUST SERVICES CORP	2010A Bond Payment	\$207,309.38	PIR Debt
BOND TRUST SERVICES CORP	2011A Bond Payment	\$2,093,975.00	Split: PIR Debt, Capital Equipment
BOND TRUST SERVICES CORP	2013A Bond Payment	\$497,231.25	Split: Water, Sewer
BOND TRUST SERVICES CORP	2014A Bond Payment	\$227,650.00	Split: 2014A Debt, Water, Sewer, Storm Water
BOND TRUST SERVICES CORP	2015A Bond Payment	\$151,023.06	Split: 2015A Debt, Water, Sewer, Storm Water
BOND TRUST SERVICES CORP	2015C Bond Payment	\$348,768.06	PIR Debt
BOYD'S OIL DISTRIBUTING	Diesel Fuel Additive/Grease	\$357.80	Streets
BRYAN, TOM	Refund Cancelled IA Class	\$16.00	Ice Arena
CARVER COUNTY TREASURER	YE Tax District Audit Verification	\$150.00	Finance
CARVER COUNTY TREASURER	PW Hazardous Material Disposal	\$173.96	Streets
CARVER COUNTY TREASURER	Liquor License Background Checks	\$3,100.00	Administration
CENTERPOINT MINNEGASCO	Natural Gas Service 11/2015	\$4,440.90	Split: Central Facilities, Water, Sewer, Storm Water, Street Light, Ice Arena
CITY OF NORWOOD YOUNG AMERICA	Snowblower Shoot	\$800.00	Streets
CITY OF SHAKOPEE	SW Drug Force Member Dues	\$1,050.00	Law Enforcement
CITYSIDE MANAGEMENT	Refund Utility Overpayment	\$112.96	Water
CLOUTIER, TASIA	Refund Cancelled SI Room Rental	\$17.06	Safari Island
COLORADO CHILD SUPPORT SERVICES	EE Deduction - Pay 01-2016	\$279.10	Personnel Liabilities
COLORADO CHILD SUPPORT SERVICES	EE Deduction - Pay 02-2016	\$279.10	Personnel Liabilities
CORVAL GROUP	IA Compressor Repair	\$246.00	Ice Arena
COVERALL OF THE TWIN CITIES	FS Cleaning 02/2016	\$165.00	Central Facilities
COVERALL OF THE TWIN CITIES	Library Cleaning 02/2016	\$454.00	Central Facilities
COVERALL OF THE TWIN CITIES	PW Cleaning 02/2016	\$621.00	Central Facilities
COVERALL OF THE TWIN CITIES	CH Cleaning 02/2016	\$882.00	Central Facilities
DAHM, KRISTIN	Refund SI Membership	\$95.39	Safari Island
EFTPS	Federal Taxes - Fire Pay 12/15	\$658.19	Personnel Liabilities
EFTPS	Federal Taxes - Pay 01-2016	\$28,511.59	Personnel Liabilities
EFTPS	Federal Taxes - Pay 02-2016	\$27,306.12	Personnel Liabilities
GOPHER STATE ONE-CALL, INC.	2016 Annual Operator Fee	\$100.00	Split: Water, Sewer
GOPHER STATE ONE-CALL, INC.	Utility Locate Tickets 01/2016	\$100.05	Split: Water, Sewer
GORMAN, THOMAS J.	Refund Utility Overpayment	\$35.64	Water
HAWKINS INC	WTP Chemicals	\$7,962.58	Water
HILGERS PLUMBING, HEATING, & AIR CONDITIONING, INC.	Library Drain Repair	\$170.00	Central Facilities
HOTSYMINNESOTA.COM	Power Washer Supplies/Inspection	\$1,176.59	Streets
KANSAS STATE BANK OF MANHATTAN	SI Exercise Equip Rent 01/2016	\$1,579.61	Safari Island
KLEIN BANK	EE HSA Contributions - Pay 01-2016	\$2,086.15	Personnel Liabilities
KLEIN BANK	EE HSA Contributions - Pay 02-2016	\$2,086.15	Personnel Liabilities
KLEIN BANK	ER HSA Contributions - Pay 01-2016	\$2,018.03	Personnel Liabilities
KLEIN BANK	ER HSA Contributions - Pay 02-2016	\$2,018.03	Personnel Liabilities
LEAGUE OF MN CITIES INS TRUST	14/15 Work Comp Insurance Balance	\$8,988.00	Split: Administration, Finance, Technology, Planning, Streets, Parks, Water, Storm Water, Ice Arena
LINCOLN NATIONAL LIFE INS CO	Premium Billing Error	\$942.35	Bill Back Receivable
LOFFLER COMPANIES INC	IA Printer Usage 8/26 - 11/23	\$44.14	Ice Arena
MARCO INC	CH Printer Lease 12/2015	\$593.64	Central Facilities
MERCHANTS CAPITAL RESOURCES	Sweeper Lease Payment	\$31,354.84	Storm Water
MET COUNCIL ENVIRON SRV	Sewer Flow Charge 03/2016	\$66,827.33	Sewer
METRO AREA MANAGEMENT ASSOC	2016 MAMA Membership - Smith	\$45.00	Administration
METRO AREA MANAGEMENT ASSOC	2016 MAMA Membership - Arntz	\$45.00	Administration
MN CITY/COUNTY MANAGEMENT ASSN	Conference Registration-Smith	\$125.00	Administration
MN DEPT OF REVENUE	Sales Tax Liability 12/2015	\$5,874.00	Sales Tax Liability
MN DEPT OF REVENUE	State Taxes - Fire Pay 12/15	\$20.21	Personnel Liabilities
MN DEPT OF REVENUE	State Taxes - Pay 01-2016	\$4,597.25	Personnel Liabilities
MN DEPT OF REVENUE	State Taxes - Pay 02-2016	\$4,370.85	Personnel Liabilities

**Council List-Expenditures
Meeting: February 16, 2016**

Vendor Name	Description	Amount	Fund/Department
MN DEPT OF TRANSPORTATION	TH 5 Testing/Inspections	\$706.87	PIR
NATIONWIDE RETIREMENT SOLUTION	EE Retirement Contributions - Pay 01-2016	\$80.00	Personnel Liabilities
NATIONWIDE RETIREMENT SOLUTION	EE Retirement Contributions - Pay 01-2016	\$1,730.00	Personnel Liabilities
NATIONWIDE RETIREMENT SOLUTION	EE Retirement Contributions - Pay 02-2016	\$80.00	Personnel Liabilities
NATIONWIDE RETIREMENT SOLUTION	EE Retirement Contributions - Pay 02-2016	\$1,730.00	Personnel Liabilities
NCPERS GROUP LIFE INSURANCE	Premiums 02/2016	\$112.00	Personnel Liabilities
NECON PROPERTIES, LLC	Refund Utility Overpayment	\$4.29	Water
NORDIC MECHANICAL SERVICES	CH HVAC Unit Repair	\$772.00	Central Facilities
ONLINE RESOURCES	Refund Utility Payment Error	\$66.63	Water
PERA	EE/ER Retirement Contributions - Pay 01-2016	\$13,962.72	Personnel Liabilities
PERA	EE/ER Retirement Contributions - Pay 02-2016	\$14,092.43	Personnel Liabilities
PIOSKE, MATTHEW & LAURA	Refund Utility Overpayment	\$73.00	Water
POZEGA, JUSTIN	Refund SI Membership Overpayment	\$53.44	Safari Island
REACH FOR RESOURCES	2016 Contract Renewal	\$2,753.95	Safari Island
ROYAL TIRE INC	Tire Installation Materials	\$28.80	Streets
ROYAL TIRE INC	Return Flowthru Valves	-\$149.50	Parks
ROYAL TIRE INC	#37 Replacement Tires	\$864.10	Streets
SCHMIDT, JOSH	Refund Cancelled SI Membership	\$229.05	Safari Island
US BANK CORPORATE PAYMENT SYSTEMS	11/09/15 - 12/10/15 Purchasing Card Transactions	\$92,195.40	
ACT*CITY OF WACONIA	IA Water Heater Permit Fee	\$346.22	Ice Arena
AIR COMPRESSORS PLUS	WTP Air Dryer Compressor	\$7,753.50	Water
AIR PURIFICATION & ENERGY	Cooling Tower Chemicals	\$622.00	Ice Arena
AIR PURIFICATION & ENERGY	Chemical Feed Pump Repair Parts	\$138.20	Ice Arena
AMAZON MKTPLACE PMTS	Portable Pickleball System	\$169.99	Safari Island
AMAZON MKTPLACE PMTS	Weighted Exercise Bar	\$111.96	Safari Island
ASCAP LICENSE FEE	Music License	\$339.79	Safari Island
BIFFS INC	Portable Sanitation Refund	-\$39.75	Parks
BOYER TRUCKS - PARTS	Fuel Tank Restoration #28	\$114.74	Streets
CAR CO AUTO PARTS WACO	#161 Skid Loader PM Oil Filter	\$6.37	Streets
CAR CO AUTO PARTS WACO	#32 Dump Truck PM Oil Filter	\$40.73	Streets
CAR CO AUTO PARTS WACO	Winter Sealer for Park Mowers	\$47.09	Parks
CAR CO AUTO PARTS WACO	Equipment Cleaning Solvent	\$21.84	Fire
CAR CO AUTO PARTS WACO	PM Oil Filters/Antifreeze/Couplers	\$61.55	Streets
CAR CO AUTO PARTS WACO	Horn Switch for #17	\$5.40	Fire
CAR CO AUTO PARTS WACO	Deck Belts/Bulbs for Plows	\$78.23	Parks
CAR CO AUTO PARTS WACO	#28 Fuel Tank Resor/Mudflap	\$23.91	Streets
CAR CO AUTO PARTS WACO	#157 PM Filters/Wipers/Alarm	\$134.95	Parks
CAR CO AUTO PARTS WACO	Cement Flag Light Repair-Lot #1	\$7.11	Street Lights
CAR CO AUTO PARTS WACO	PM Oil Filter for #130	\$20.01	Streets
CARGILL* INCORPORATED	Road Salt	\$1,739.60	Streets
CD PRODUCTS INC	Graphics for Grass 12 (11)	\$1,693.00	Capital Equipment
CD PRODUCTS INC	Graphics for #51 and #500	\$867.00	Sewer
CD PRODUCTS INC	Tree Lighting Banners	\$1,060.00	Administration
CINTAS 60A SAP	PW 1st Aid Supplies 11/2015	\$132.04	Streets
CINTAS 60A SAP	SI 1st Aid Supplies 12/2015	\$114.45	Safari Island
CRYSTEEL TRUCK EQUIP INC	#33 Plow Light Socket	\$132.00	Streets
CYPERCEPTIONS INC	Aquamax Pool Vacuum	\$439.06	Safari Island
DALCO ENTERPRISES, INC	Custodial Air Fresheners	\$239.40	Split: Safari Island/Ice Arena
DELTA AIR BAGGAGE FEE	IAFC VCOS Conf Baggage Fee	\$25.00	Fire
DELTA AIR BAGGAGE FEE	IAFC Baggage Fee Return Flight	\$25.00	Fire
DISPLAY SALES CO	LED Bulbs for CSP Gazebo	\$140.00	Street Lights
DISPLAY SALES CO	LED Bulbs for CSP Gazebo	\$896.00	Street Lights
DMI* DELL K-12/GOVT	Adapter for IT Laptop	\$101.23	Technology
DMI* DELL K-12/GOVT	Prosupport IT Laptop	\$1,847.00	Technology
DROP-N-GO SHIPPING INC	UB Processing-11/2015	\$114.76	Split: Water/Sewer
DULTMEIER SALES LLC	Salt Brine Filter System Supplies	\$104.51	Parks
DULTMEIER SALES LLC	Flow Meter-Winter Liq Applicator	\$395.19	Streets
DULTMEIER SALES LLC	Supplies for Brine Filter System	\$397.55	Streets
ECM PUBLISHERS INC	Publishing Fees 09-10/2015	\$437.40	Split: Administration, Planning, PIR Capital
ECM PUBLISHERS INC	Recruitment Publishing 10/2015	\$262.49	Split: Ice Arena, Safari Island, Fire, Streets
ECM PUBLISHERS INC	Publishing Fees 11/2015	\$789.62	Split: Administration, PIR Capital, Water, Sewer
EMERGENCY AUTOMOTIVE	#36 Wing Light Replacement	\$123.54	Streets
EMERGENCY AUTOMOTIVE	Emergency A/V Equip for Grass 12	\$7,602.77	Capital Equipment

Council List-Expenditures
Meeting: February 16, 2016

Vendor Name	Description	Amount	Fund/Department
EMERGENCY AUTOMOTIVE	Truck 19 Emergency Light Repair	\$173.42	Fire
EVERSONS HARDWARE HANK	Pipe for Lake Street Svc Line	\$19.08	Water
EVERSONS HARDWARE HANK	Copper Fittings Air Dryer-WTP	\$48.42	Water
EVERSONS HARDWARE HANK	Copper for Air Dryer-WTP	\$8.50	Water
EVERSONS HARDWARE HANK	Air Dryer Plumbing-WTP	\$61.01	Water
FASTENAL COMPANY01	Batteries/Hose Clamps for #51	\$578.23	Sewer
FASTENAL COMPANY01	Socket Set for Boom Truck	\$69.99	Street Lights
FASTENAL COMPANY01	Locating Flags-Buried Utilitites	\$421.00	Sewer
FASTENAL COMPANY01	Safety Vending Supplies	\$164.85	Streets
FASTENAL COMPANY01	Clamps for Holiday Decor Install	\$75.60	Street Lights
FASTENAL COMPANY01	Hooks for Pulling LS Pumps	\$127.12	Sewer
FASTENAL COMPANY01	Drill Bit Set for Truck #44	\$32.87	Sewer
FASTENAL COMPANY01	Drill Bit Set #44	\$10.67	Sewer
FASTENAL COMPANY01	Wire Nuts for Lake St LS Repair	\$4.42	Sewer
FASTENAL COMPANY01	Field Use Tools for Truck #51	\$817.90	Split: Water/Sewer
FEDEX 781677819592	Ship Docs for School Annex Hearing	\$26.00	Planning
FERGUSON WATERWORKS #2518	Resale Meter	\$1,559.92	Water
FERGUSON WATERWORKS #2518	Meter Kits for Resale	\$455.52	Water
FERGUSON WATERWORKS #2518	Meter Parts for Resale	\$2,428.60	Water
FORCE AMERICA DISTRIBUTIN	Vehicle Data Charge 10/2015	\$150.67	Parks
FRANKLIN PRINTING INC	CH & Utility Bill Copy Paper	\$369.90	Split: Administration, Water, Sewer
FULL COMPASS SYSTEMS	Fitness Headsets/Transmitters	\$522.51	Safari Island
G&K SERVICES AR	PW Uniforms 11/2015	\$450.56	Split: Streets, Parks, Water, Sewer, Storm Water, Street Lights
G&K SERVICES AR	CH/SI Restrooms/Mats 11/2015	\$1,206.02	Split: Central Facilities, Safari Island
GAS TANK RENU-USA	#28 Fuel Tank Reconstruction	\$590.00	Streets
GILLUND ENTERPRISES	Engine Degreaser/Fuel Antigel	\$295.90	Streets
GOPHER SIGN COMPANY	Street Signs/Parts	\$2,362.91	Streets
GROUND ROUND	Grandstand Improv Meeting	\$52.75	Parks
HD SUPPLY WATERWORKS 230	PRVs/Water Line Inserts/Drain Pipes	\$5,551.84	Split: Water, Sewer, Storm Water
HD SUPPLY WATERWORKS 230	Fern-Co Units for Sewer Pipe	\$297.28	Sewer
HILTON CLEARWATER	IAFC VCOS Conf Lodging-Hillstrom	\$801.92	Fire
HILTON CLEARWATER	IAFC VCOS Conf Lodging-Morse	\$801.92	Fire
HOMELAND HEALTH SPECIALI	EE Vaccinations	\$50.00	Administration
HOTSY EQUIPMENT OF MN	#9016 Strainer Valves-Wash Syst	\$17.13	Streets
HYDRO OPERATING LLC	#500 Sweeper Wash Down Fitting	\$27.18	Storm Water
IBS OF MPLS	Battery for Flow Meters/Sewer	\$88.89	Streets
IN *INDIGITAL INC	Planning Large Doc Scans	\$306.92	Planning
IN *LINDEMEIER HEATING &	PS Facility Boiler Repair	\$602.00	Central Facilities
KNIFE RIVER CORP N CENTRA	Curb Replacement/Sewer Lateral	\$462.23	Sewer
LANO EQUIPMENT INC	Tree Spade Rental for TH5	\$900.00	PIR Capital
LAWSON PRODUCTS	Snow Equipment/Shop Supplies	\$424.82	Streets
MACKENTHUN'S COUNTY	Water for Zamboni Batteries	\$9.90	Ice Arena
MACKENTHUN'S COUNTY	Ice Cream/Root Beer - Floatie Friday	\$10.91	Safari Island
MAYER DO IT BEST L	Cribbing Material For Rescue	\$97.20	Fire
MELCHERT HUBERT SJODIN	City Legal Fees 09/2015	\$5,830.05	Split: Administration, PIR Capital, Bill Back Receivable, Revolving Loan
MELCHERT HUBERT SJODIN	City Legal Fees 10/2015	\$9,413.90	Split: Administration, PIR Capital, Bill Back Receivable, Storm Water, Clearwater Shores HIA, Sewer,
MENARDS EDEN PRAIRIE MN	PW Markers/Cleaning Supplies	\$13.87	Ice Arena
MINNEAPOLIS OXYGEN CO	Helium/Oxygen Rental 10/2015	\$17.98	Parks
MINNESOTA GOVERNMENT F	12/2015 Monthly Meeting-Lueck	\$15.00	Safari Island
MINNESOTA PIPE & EQUIP	Water Main Couplers-TH5	\$1,170.07	Finance
MINNESOTA STATE FIRE CHIE	Fire Officer School-3 FFs	\$600.00	Split: Water/Sewer
MNSCU	MNAPWA Cert Training-Dressel	\$730.52	Fire
MOTOROLA, INC. - ONLINE	Portable Radios Command/#12	\$13,184.00	Parks
MSFT * E01001ITB3	Annual Exchange Online Protection	\$780.00	Split: Fire, Capital Equipment
NAPA AUTO PARTS 0021912	Truck #17 Signal Horn Repair	\$7.47	Technology
NATIONAL ENERGY CONTRO	Lap Pool Auto Fill Valve	\$246.00	Fire
NETA	Fitness Class Training Downloads	\$196.80	Safari Island
NEWMAN SIGNS INC	Road Sign Parts	\$155.01	Safari Island
OSI BATTERIES	Throttle Valve-Post Pounder #51	\$330.00	Streets
OTTERBOX/LIFEPROOF	Phone Case	\$76.94	Streets
OTTERBOX/LIFEPROOF	Cell Phone Case	\$38.42	Technology
PINE PRODUCTS	Mulch for Blvd Tree Planting	\$56.00	Technology

Council List-Expenditures
Meeting: February 16, 2016

Vendor Name	Description	Amount	Fund/Department
POWDER BLUE PRODUCTIONS	Turbo Kick Music 12/2015	\$24.95	Safari Island
POWDER BLUE PRODUCTIONS	PiYo Music Dues 12/2015	\$24.95	Safari Island
PUMP & METER SERVICE	#9014 Fuel Island Filters	\$50.91	Streets
R&R SPECIALTIES OF WISCON	Zamboni Blade Sharpening	\$39.50	Ice Arena
R&R SPECIALTIES OF WISCON	Zamboni Blade Sharpening	\$59.00	Ice Arena
R&R SPECIALTIES OF WISCON	Zamboni Blade Sharpening	\$39.50	Ice Arena
RADIOSHACK COR00161166	#40 Battery for Winter Application	\$12.91	Streets
RANDYS SANITATION DELANO	Shredding Svc 12/2015	\$18.93	Central Facilities
RDO EQUIPMENT CO	Replace Mirror/Bracket #130	\$230.58	Parks
RIDGEVIEW MEDICAL CNT-HOS	SI Personal Fitness 11/2015	\$377.20	Safari Island
ROBERT B HILL	IA Softener Salt	\$372.15	Ice Arena
SCHINDLER ELEVATOR CORP	Water Tower Elevator Repair	\$969.90	Water
SPORTS WORLD USA	Rental Skate Sharpening 11/2015	\$300.00	Ice Arena
SPORTS WORLD USA	Rental Skate Sharpening 11/2015	\$145.00	Ice Arena
STAPLS7146285547000001	Label Divider Tabs	\$39.08	Water
STAPLS7146285547000002	Divider Sheets/Divider Tabs	\$7.28	Water
STAPLS7146790389000001	Copy Paper	\$67.98	Safari Island
TARGET 00024497	DVD Player-Swim Safety Training	\$60.98	Safari Island
TARGET 00024497	Candy Canes for CSP Hunt	\$69.20	Safari Island
TARGET 00024497	File Folder/Labels for Open Enroll	\$16.01	Administration
TARGET 00024497	SI Holiday Decor/Lights/Ornaments	\$83.34	Safari Island
TARGET 00024497	SI Holiday Wrap/Decor/Wreath	\$84.42	Safari Island
TARGET 00024497	Socks for Lions Den Resale	\$54.92	Safari Island
TARGET 00024497	IA Christmas Tree Skirt	\$5.34	Ice Arena
TARGET 00024497	Adj for Candy Cane Sale Price	-\$15.76	Safari Island
THE METRO GROUP INC	Bromine Chemicals	\$732.00	Ice Arena
THE METRO GROUP INC	Cooling Tower Chemicals	\$2,988.90	Ice Arena
TOWN AND COUNTRY GLASS	Handle Installed at Library Door	\$38.00	Central Facilities
U OF M CONTEARNING OS	Safety Training Fall Conf-Voss	\$150.00	Water
U OF M CONTEARNING OS	Safety Training Fall Conf-Rolf	\$150.00	Streets
UFC FARM SUPPLY	Skylight Roof Sealant-Plant 2	\$14.97	Water
UFC FARM SUPPLY	Hoe Rental-Bent Creek Play Equip	\$1,012.15	PIR Capital
UFC FARM SUPPLY	Excavator Rental-Tree Planting	\$219.95	Streets
UFC FARM SUPPLY	Supplies for Banner Installation	\$51.45	Parks
UFC FARM SUPPLY	Saw Rental for Lake Street	\$38.16	Water
UFC FARM SUPPLY	Winter Equip Chains/Chain Repair	\$111.45	Streets
UFC FARM SUPPLY	Fasteners for Sump Pump Lines	\$0.79	Storm Water
UFC FARM SUPPLY	Bent Creek Excavator Rental	\$212.00	PIR Capital
UFC FARM SUPPLY	GFI Outlet Fixture for CSP	\$37.98	Street Lights
UFC FARM SUPPLY	AntiFreeze/Tools for #44	\$54.45	Sewer
UFC FARM SUPPLY	CSP Gazebo Christmas Tree	\$56.99	Parks
UFC FARM SUPPLY	Snaps for Holiday Light Banner	\$9.16	Street Lights
UFC FARM SUPPLY	Lights for CSP	\$15.99	Street Lights
UFC FARM SUPPLY	Timer/Ratchet for Christmas Lighting	\$54.95	Parks
UFC FARM SUPPLY	Hooks to Hang Safety Equip	\$15.47	Water
UFC FARM SUPPLY	Liners for Outdoor Ice Rinks	\$1,029.96	Parks
UFC FARM SUPPLY	SI Command Hooks	\$23.46	Safari Island
UFC FARM SUPPLY	PS Facility Softener Salt	\$43.90	Parks
UFC FARM SUPPLY	#9016 Soap Dispenser Valves	\$45.84	Streets
UFC FARM SUPPLY	Small Hand Tools for Zamboni	\$36.48	Ice Arena
UFC FARM SUPPLY	Cap Adhesive for Retaining Walls	\$12.98	Parks
UFC FARM SUPPLY	Mower Deck Supplies #152	\$34.45	Parks
UFC FARM SUPPLY	Hooks for Holiday Lighting Banner	\$9.98	Streets
UHL COMPANY INC	IA Heating Repair Parts/Motor	\$1,800.00	Ice Arena
UPBEAT	Pet Waste Disposal Bags	\$187.27	Parks
US BANK PURCHASING CARD	Qtr 3-2015 Purchasing Rebate	-\$6,883.95	Finance
US HEALTHWORKS MED GRP	EE Vaccination	\$110.00	Safari Island
USA BLUE BOOK	Lamping Mirrors/Poles	\$338.08	Sewer
USPS 26952003533431354	Water Sample Postage	\$3.54	Water
USPS 26952003533431354	Data Request CD Postage	\$7.34	Administration
USPS 26952003533431354	Sweeper Lease Contract Postage	\$1.86	Storm Water
VESSCO, INC.	WTP Chemical Feed Tubing	\$249.48	Water
VIKING SPRINKLER COMPANY	IA Sprinkler Repair	\$540.00	Arena

**Council List-Expenditures
Meeting: February 16, 2016**

Vendor Name	Description	Amount	Fund/Department
VZWRLSS*MY VZ VB P	City Cell Svc 10/2015	\$1,223.53	Split: Fire, Water, Sewer, Parks, Streets, Storm Water, Street Lights, Administration, Planning, Technology Safari Island, Ice Arena
VZWRLSS*MY VZ VB P	City Aircard/iPad Svc 10/2015	\$419.17	Split: Administration, Technology, Fire, Water, Sewer, Streets, Storm Water
W.S. DARLEY & CO.	Master Stream/Nozzle Package	\$2,910.73	Fire
WATERTOWN PARTS CO INC	#2006 Plow Hydraulic Fittings	\$27.06	Streets
WHENTOWORK INC	Annual Software Renewal	\$315.00	Technology
WW GRAINGER	Fitness Sanitary Wipes/Batteries	\$330.10	Safari Island
ZARNOTH BRUSH WORKS INC	Gutter Brooms for St Sweeper	\$197.10	Storm Water
USPS	UB Mailing 01/2016	\$1,110.24	Split: Water, Sewer
VANCO SERVICES	SI Insurance Reimbursement Fees 12/15	\$67.00	Safari Island
WARWICK, JEFF	Refund SI Membership Type Change	\$39.28	Safari Island
WELLS FARGO	CH/SI/PW Printer Lease 12/2015	\$447.66	Split: Central Facilities, Safari Island
WREEVES AND ASSOCIATES INC	Rescue 12 Cabinet	\$2,498.00	Capital Equipment
WREEVES AND ASSOCIATES INC	Fire Chief SUV Cabinet	\$2,498.00	Capital Equipment
XCEL ENERGY	Electric Service 11/2015	\$22,613.31	Split: Public Safety, Central Facilities, Water, Sewer, Storm Water, Street Light, Ice Arena
ZIEGLER, INC.	WTP Generator Repair	\$263.65	Water
		<u>\$4,299,646.31</u>	

The above bills have been approved for payment at the regular City Council Meeting on February 16, 2016.
Authorized and ordered for payment:

Mayor

City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	February 16, 2016					
Item Name:	Contractor Pay Request #8 - Trunk Highway 5 Corridor Improvements					
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. 8 to Park Construction Company for the Trunk Highway 5 Corridor Improvement Project

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

Staff has reviewed the contractor pay request for the Trunk Highway 5 Improvement Project and recommends payment of \$458,861.69 based on the engineering request for payment. This payment represents approximately 85.9% of the total approved contract for the project and includes work completed through January 31, 2016.

FINANCIAL IMPLICATIONS:

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

Budget Information:

Budgeted

Non Budgeted

Amendment Required

ADVISORY BOARD RECOMMENDATIONS:

Planning Commission
 Parks and Recreation Board
 Safari Island Advisory Board
 Other



BOLTON & MENK, INC.

Consulting Engineers & Surveyors

2638 Shadow Lane, Suite 200 • Chaska, MN 55318-1172

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

www.bolton-menk.com

February 9, 2016

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

RE: T.H. 5 Corridor Improvements (SP 1002-106, SAP 231-010-008, SAP 010-610-049, SAP 010-657-002, SAP 231-594-001)

Dear Ms. Lueck:

Enclosed is payment request No. 8 for work completed from 1/1/16 to 1/31/16 for the above referenced project. This request includes payment for roadway construction, utility construction, and other miscellaneous items.

This project is broken into six main funding groups. Below is a summary of the total for each group as well as the estimated percentage of work completed for each group:

PAY APPLICATION NO. 8						
Funding Group	Total Payment	Street	Storm	Sanitary	Watermain	Trail
TH 5 - STATE	\$364,616.46	54.3%	40.3%			5.5%
CSAH 10	\$15.96	100.0%				
CSAH 57						
TENTH ST. LRIP	\$4,070.53	-214.8%	272.3%		42.5%	
TH 5 - CITY	\$52,788.41	0.1%		-6.0%	105.9%	
TENTH ST. - CITY	\$37,370.33	0.04%	60.75%	5.69%	33.52%	
TOTAL:	\$458,861.69					

We have reviewed the estimate, verified the quantities, and recommend payment to Park Construction Company located at 1481 81st Avenue NE, Minneapolis, MN 55432 in the amount of **\$458,861.69**. Please contact me if you have any questions regarding this pay request.

Respectfully Submitted,
Bolton & Menk, Inc.

Jake S. Saulsbury, P.E.

Enclosure

Cc: Craig Eldred, City of Waconia
Dan Lonnes, Bolton & Menk

Contractor: Park Construction Company Estimate Number: 8
 Name of Project: TH 5 CORRIDOR IMPROVEMENTS Application Date: 2/9/2016
 Pay Period: 1/1/16 - 1/31/16

% COMPLETED AFTER THIS ESTIMATE..... 85.9%

ORIGINAL CONTRACT AMOUNT \$ 9,804,518.75

CHANGE ORDERS:

No.	Date Approved	Additions	Deductions
			\$ -
			\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -

TOTAL ADDITIONS..... \$ -
 SUB TOTALS..... \$ 9,804,518.75
 TOTAL DEDUCTIONS..... \$ -

CONTRACT AMOUNT TO DATE..... \$ 9,804,518.75

TOTAL COMPLETED TO DATE..... \$ 8,423,422.09
 MATERIALS STORED..... \$ -
 TOTAL COMPLETED AND STORED TO DATE..... \$ 8,423,422.09
 LESS 5% RETAINAGE..... \$ 421,171.10
 TOTAL EARNED LESS RETAINAGE..... \$ 8,002,250.98

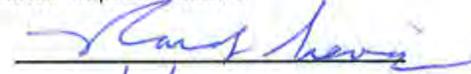
LESS PREVIOUS PAYMENTS:

Est. No. <u>1</u>	Amount <u>\$1,111,660.58</u>	Est. No. <u>7</u>	Amount <u>\$247,600.28</u>
Est. No. <u>2</u>	Amount <u>\$1,382,204.82</u>	Est. No. _____	Amount <u>\$ -</u>
Est. No. <u>3</u>	Amount <u>\$ 919,380.07</u>	Est. No. _____	Amount <u>\$ -</u>
Est. No. <u>4</u>	Amount <u>\$1,397,240.86</u>	Est. No. _____	Amount <u>\$ -</u>
Est. No. <u>5</u>	Amount <u>\$1,467,855.47</u>	Est. No. _____	Amount <u>\$ -</u>
Est. No. <u>6</u>	Amount <u>\$1,017,447.21</u>	Est. No. _____	Amount <u>\$ -</u>

Total Estimates \$ 7,543,389.29

AMOUNT DUE THIS ESTIMATE..... \$ 458,861.69

Payment requested by:
 Park Construction Company
 Contractor Representative

By: 
 Date: 2/9/2016

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

By: 
 Date: 2/9/2016

Partial Pay Estimate No.:

8

TH 5 CORRIDOR IMPROVEMENTS

SP 1002-106; SAP 231-010-008; SAP 010-610-049; SAP 010-657-002 & SAP 231-594-001

CITY OF WACONIA, MN

BMI PROJECT NO. C12.106251

WORK COMPLETED THROUGH JANUARY 31, 2016

ITEM NO.	ITEM	UNIT PRICE	ORIGINAL CONTRACT		CURRENT ESTIMATE		COMPLETED TO DATE				
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT			
1	MOBILIZATION	\$511,200.00	1	LUMP SUM	\$511,200.00		LUMP SUM	0.96	LUMP SUM	\$490,752.00	
2	FIELD OFFICE TYPE D	\$20,700.00	1	EACH	\$20,700.00		EACH	0.96	EACH	\$19,872.00	
3	CLEARING	\$4,000.00	3	ACRE	\$12,000.00		ACRE	3.00	ACRE	\$12,000.00	
4	CLEARING	\$100.00	45	TREE	\$4,500.00		TREE	34.00	TREE	\$3,400.00	
5	GRUBBING	\$3,000.00	3	ACRE	\$9,000.00		ACRE	3.00	ACRE	\$9,000.00	
6	GRUBBING	\$100.00	45	TREE	\$4,500.00		TREE	34.00	TREE	\$3,400.00	
7	PAVEMENT MARKING REMOVAL	\$1.95	189	SQ FT	\$368.55		SQ FT		SQ FT		
8	PAVEMENT MARKING REMOVAL	\$0.65	7100	LIN FT	\$4,615.00		LIN FT	587.00	LIN FT	\$381.55	
9	REMOVE WATER MAIN	\$17.80	1624	LIN FT	\$28,907.20		LIN FT	422.00	LIN FT	\$7,511.60	
10	REMOVE SEWER PIPE (STORM)	\$19.00	2146	LIN FT	\$40,774.00	336.00	LIN FT	\$6,384.00	1,726.00	LIN FT	\$32,794.00
11	REMOVE SEWER PIPE (SANITARY)	\$22.20	188	LIN FT	\$4,173.60		LIN FT	194.00	LIN FT	\$4,306.80	
12	REMOVE CURB & GUTTER	\$4.40	7376	LIN FT	\$32,454.40		LIN FT	6,192.00	LIN FT	\$27,244.80	
13	REMOVE FENCE	\$5.00	150	LIN FT	\$750.00		LIN FT		LIN FT		
14	REMOVE GUARDRAIL-PLATE BEAM	\$3.65	325	LIN FT	\$1,186.25		LIN FT	325.00	LIN FT	\$1,186.25	
15	REMOVE FORCE MAIN	\$15.10	883	LIN FT	\$13,333.30		LIN FT	176.00	LIN FT	\$2,657.60	
16	REMOVE RETAINING WALL	\$2.65	1246	SQ FT	\$3,301.90		SQ FT	1,151.00	SQ FT	\$3,050.15	
17	REMOVE BITUMINOUS WALK	\$0.98	12198	SQ FT	\$11,954.04		SQ FT	10,034.00	SQ FT	\$9,833.32	
18	REMOVE CONCRETE WALK	\$0.48	32788	SQ FT	\$15,738.24		SQ FT	25,604.05	SQ FT	\$12,289.94	
19	REMOVE BITUMINOUS PAVEMENT	\$2.90	27851	SQ YD	\$80,767.90		SQ YD	16,336.34	SQ YD	\$47,375.39	
20	REMOVE CONCRETE BOX CULVERT END SECTION	\$2,550.00	1	EACH	\$2,550.00		EACH	1.00	EACH	\$2,550.00	
21	REMOVE PIPE APRON	\$317.00	43	EACH	\$13,631.00	5.00	EACH	\$1,585.00	31.00	EACH	\$9,827.00
22	REMOVE CONCRETE HEADWALL	\$4,630.00	1	EACH	\$4,630.00		EACH	1.00	EACH	\$4,630.00	
23	REMOVE CASTING	\$212.00	3	EACH	\$636.00		EACH	6.00	EACH	\$1,272.00	
24	REMOVE HYDRANT	\$458.00	2	EACH	\$916.00		EACH	2.00	EACH	\$916.00	
25	REMOVE DRAINAGE STRUCTURE	\$384.00	27	EACH	\$10,368.00	4.00	EACH	\$1,536.00	15.00	EACH	\$5,760.00
26	REMOVE MARKER	\$25.00	35	EACH	\$875.00		EACH	32.00	EACH	\$800.00	
27	REMOVE SIGN TYPE C	\$25.00	122	EACH	\$3,050.00		EACH	103.00	EACH	\$2,575.00	
28	REMOVE SIGN TYPE D	\$50.00	10	EACH	\$500.00		EACH	1.00	EACH	\$50.00	
29	REMOVE SIGN TYPE SPECIAL	\$25.00	4	EACH	\$100.00		EACH	4.00	EACH	\$100.00	
30	REMOVE ECCENTRIC LOADER BCT	\$468.00	2	EACH	\$936.00		EACH	2.00	EACH	\$936.00	
31	REMOVE ENERGY ABSORBING TERMINAL	\$468.00	2	EACH	\$936.00		EACH	2.00	EACH	\$936.00	
32	SAWING BIT PAVEMENT (FULL DEPTH)	\$1.50	18909	LIN FT	\$28,363.50		LIN FT	6,468.40	LIN FT	\$9,702.60	
33	SALVAGE PIPE SEWER	\$25.20	245	LIN FT	\$6,174.00		LIN FT	256.00	LIN FT	\$6,451.20	
34	SALVAGE CASTING	\$153.00	4	EACH	\$612.00		EACH		EACH		
35	SALVAGE PIPE APRON	\$301.00	6	EACH	\$1,806.00	1.00	EACH	\$301.00	6.00	EACH	\$1,806.00
36	SALVAGE SIGN	\$25.00	1	EACH	\$25.00		EACH		1.00	EACH	\$25.00
37	SALVAGE SIGN TYPE C	\$25.00	11	EACH	\$275.00		EACH		8.00	EACH	\$200.00
38	SALVAGE SIGN TYPE SPECIAL	\$15.00	12	EACH	\$180.00		EACH		10.00	EACH	\$150.00
39	ABANDON CATCH BASIN OR MANHOLE	\$1,730.00	2	EACH	\$3,460.00		EACH		EACH		
40	ABANDON WATER MAIN	\$8.85	90	LIN FT	\$796.50		LIN FT		LIN FT		
41	SALVAGE CONCRETE BLOCK RETAINING WALL	\$9.10	22	SQ FT	\$200.20		SQ FT		18.85	SQ FT	\$171.54
42	SALVAGE STONE RETAINING WALL	\$12.10	90	SQ FT	\$1,089.00		SQ FT		90.00	SQ FT	\$1,089.00
43	COMMON EXCAVATION	\$11.90	64376	CU YD	\$766,074.40		CU YD	61,586.00	CU YD	\$732,873.40	
44	MUCK EXCAVATION	\$15.60	4470	CU YD	\$69,732.00	2,490.00	CU YD	\$38,844.00	4,490.00	CU YD	\$70,044.00
45	SUBGRADE EXCAVATION	\$12.40	1550	CU YD	\$19,220.00	3,305.87	CU YD	\$40,992.79	10,095.53	CU YD	\$125,184.57
46	COMMON BORROW (CV)	\$18.90	894	CU YD	\$16,896.60		CU YD		CU YD		
47	SALVAGED AGGREGATE (CV)	\$28.50	7959	CU YD	\$226,831.50		CU YD		2,382.75	CU YD	\$67,908.38
48	STABILIZING AGGREGATE	\$32.80		TON		57.05	TON	\$1,871.24	112.33	TON	\$3,684.42
49	SETTLEMENT PLATES	\$1,720.00	1	EACH	\$1,720.00		EACH		EACH		
50	GEOTEXTILE FABRIC TYPE V	\$1.60	19491	SQ YD	\$31,185.60		SQ YD		6,776.90	SQ YD	\$10,843.04
51	SELECT GRANULAR BORROW	\$31.40	1459	TON	\$45,812.60		TON		2,610.00	TON	\$81,954.00
52	AGGREGATE SURFACING CLASS 2	\$38.10	437	TON	\$16,649.70		TON		94.72	TON	\$3,608.83
53	CRAWLER MOUNTED BACKHOE	\$165.00	32	HOUR	\$5,280.00	18.00	HOUR	\$2,970.00	34.25	HOUR	\$5,651.25
54	STREET SWEEPER (WITH PICKUP BROOM)	\$132.00	300	HOUR	\$39,600.00	91.00	HOUR	\$12,012.00	320.00	HOUR	\$42,240.00
55	AGGREGATE BASE CLASS 5	\$20.75	18265	TON	\$378,998.75	-83.98	TON	-\$1,742.58	35,410.33	TON	\$734,764.35
56	BITUMINOUS PATCH SPECIAL	\$53.00	1535	SQ YD	\$81,355.00		SQ YD		1,252.66	SQ YD	\$66,390.98
57	MILL BITUMINOUS SURFACE (2.0")	\$1.90	33180	SQ YD	\$63,042.00		SQ YD		21,909.41	SQ YD	\$41,627.88
58	DRILL & GROUT REINF BAR (EPOXY COATED)	\$17.50	625	EACH	\$10,937.50		EACH		92.00	EACH	\$1,610.00
59	TYPE SP 12.5 WEARING COURSE MIX (3.C)	\$69.00	13076	TON	\$902,244.00	-312.88	TON	-\$21,588.72	7,955.05	TON	\$548,898.45
60	TYPE SP 12.5 NON WEAR COURSE MIX (3.B)	\$59.50	10467	TON	\$622,786.50	80.58	TON	\$4,794.51	8,482.70	TON	\$504,720.65
61	STRUCTURAL CONCRETE (3Y43)	\$950.00	7	CU YD	\$6,650.00		CU YD		7.00	CU YD	\$6,650.00
62	REINFORCEMENT BARS (EPOXY COATED)	\$2.50	400	POUND	\$1,000.00		POUND		319.00	POUND	\$797.50
63	PREFABRICATED MODULAR BLOCK WALL	\$51.80	4510	SQ FT	\$233,618.00		SQ FT		2,968.45	SQ FT	\$153,765.71
64	INSTALL CONCRETE BLOCK RETAINING WALL	\$9.10	22	SQ FT	\$200.20		SQ FT			SQ FT	
65	8X8 PRECAST CONCRETE BOX CULVERT	\$1,580.00	28	LIN FT	\$44,240.00		LIN FT		28.00	LIN FT	\$44,240.00
66	12X8 PRECAST CONCRETE BOX CULVERT	\$1,350.00	88	LIN FT	\$118,800.00		LIN FT		88.00	LIN FT	\$118,800.00
67	8X8 PRECAST CONCRETE BOX CULV END SECT	\$33,500.00	2	EACH	\$67,000.00		EACH		2.00	EACH	\$67,000.00
68	12X8 PRECAST CONCRETE BOX CULV END SECT	\$14,200.00	2	EACH	\$28,400.00		EACH		2.00	EACH	\$28,400.00
69	GRANULAR BEDDING (CV)	\$86.00	169	CU YD	\$14,534.00		CU YD		169.00	CU YD	\$14,534.00
70	AGGREGATE BEDDING (CV)	\$127.00	90	CU YD	\$11,430.00		CU YD		89.00	CU YD	\$11,303.00
71	12" RC PIPE APRON	\$549.00	8	EACH	\$4,392.00	2.00	EACH	\$1,098.00	9.00	EACH	\$4,941.00
72	18" RC PIPE APRON	\$591.00	3	EACH	\$1,773.00	1.00	EACH	\$591.00	3.00	EACH	\$1,773.00
73	24" RC PIPE APRON	\$639.00	5	EACH	\$3,195.00		EACH		4.00	EACH	\$2,556.00
74	27" RC PIPE APRON	\$684.00	1	EACH	\$684.00		EACH		1.00	EACH	\$684.00
75	78" RC PIPE APRON	\$2,390.00	2	EACH	\$4,780.00		EACH		2.00	EACH	\$4,780.00
76	18" RC SAFETY APRON	\$638.00	1	EACH	\$638.00		EACH		1.00	EACH	\$638.00
77	INSTALL PIPE APRON	\$559.00	6	EACH	\$3,354.00	1.00	EACH	\$559.00	4.00	EACH	\$2,236.00
78	TRASH GUARD FOR 12" PIPE APRON	\$186.00	8	EACH	\$1,488.00		EACH		7.00	EACH	\$1,302.00
79	TRASH GUARD FOR 18" PIPE APRON	\$227.00	3	EACH	\$681.00		EACH		2.00	EACH	\$454.00
80	TRASH GUARD FOR 24" PIPE APRON	\$326.00	5	EACH	\$1,630.00		EACH		4.00	EACH	\$1,304.00
81	TRASH GUARD FOR 27" PIPE APRON	\$351.00	1	EACH	\$351.00		EACH		1.00	EACH	\$351.00
82	6" TP PIPE DRAIN	\$28.70	103	LIN FT	\$2,956.10		LIN FT			LIN FT	
83	4" PERF TP PIPE DRAIN	\$13.70	1825	LIN FT	\$25,002.50	198.00	LIN FT	\$2,712.60	981.00	LIN FT	\$13,439.70
84	6" PERF TP PIPE DRAIN	\$37.10	931	LIN FT	\$34,540.10		LIN FT			LIN FT	
85	4" PVC PIPE DRAIN CLEANOUT	\$89.20	7	EACH	\$624.40		EACH		2.00	EACH	\$178.40
86	6" PVC PIPE DRAIN CLEANOUT	\$141.00	5	EACH	\$705.00		EACH			EACH	
87	8" PVC PIPE SEWER	\$50.40	1389	LIN FT	\$70,005.60	134.90	LIN FT	\$6,798.96	1,385.00	LIN FT	\$69,804.00
88	10" PVC PIPE SEWER	\$133.00	298	LIN FT	\$39,634.00		LIN FT		298.00	LIN FT	\$39,634.00
89	8" DUCTILE IRON PIPE SEWER CL 52	\$77.00	135	LIN FT	\$10,395.00		LIN FT		20.00	LIN FT	\$1,540.00
90	12" RC PIPE SEWER DES 3006 CL V	\$34.10	3283	LIN FT	\$111,950.30	160.00	LIN FT	\$5,456.00	3,108.75	LIN FT	\$106,008.38
91	15" RC PIPE SEWER DES 3006 CL V	\$35.50	1875	LIN FT	\$66,562.50	96.00	LIN FT	\$3,408.00	1,795.45	LIN FT	\$63,738.48

Partial Pay Estimate No.:

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TH 5 CORRIDOR IMPROVEMENTS

SP 1002-106; SAP 231-010-008; SAP 010-610-049; SAP 010-657-002 & SAP 231-594-001

CITY OF WACONIA, MN

BMI PROJECT NO. C12.106251

WORK COMPLETED THROUGH JANUARY 31, 2016

ITEM NO.	ITEM	UNIT PRICE	ORIGINAL CONTRACT		CURRENT ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
92	18" RC PIPE SEWER DES 3006 CL V	\$37.80	1406	LIN FT \$53,146.80	128.00	LIN FT \$4,838.40	1,447.70	LIN FT \$54,723.06
93	21" RC PIPE SEWER DES 3006 CL V	\$41.50	31	LIN FT \$1,286.50		LIN FT		LIN FT
94	24" RC PIPE SEWER DES 3006 CL III	\$43.10	1651	LIN FT \$71,158.10		LIN FT	1,739.90	LIN FT \$74,989.69
95	27" RC PIPE SEWER DES 3006 CL III	\$54.30	56	LIN FT \$3,040.80		LIN FT	53.50	LIN FT \$2,905.05
96	30" RC PIPE SEWER DES 3006 CL III	\$59.70	829	LIN FT \$49,491.30	-106.20	LIN FT -\$6,340.14	795.00	LIN FT \$47,461.50
97	36" RC PIPE SEWER DES 3006 CL III	\$74.20	921	LIN FT \$68,338.20		LIN FT	736.00	LIN FT \$74,611.20
98	42" RC PIPE SEWER DES 3006 CL III	\$124.00	867	LIN FT \$107,508.00	44.00	LIN FT \$5,456.00	775.80	LIN FT \$96,199.20
99	48" RC PIPE SEWER DES 3006 CL III	\$139.00	104	LIN FT \$14,456.00		LIN FT	41.00	LIN FT \$5,699.00
100	78" RC PIPE SEWER DES 3006 CL III	\$306.00	86	LIN FT \$26,316.00		LIN FT	86.00	LIN FT \$26,316.00
101	INSTALL PIPE SEWER	\$50.90	245	LIN FT \$12,470.50		LIN FT	263.00	LIN FT \$13,386.70
102	CONNECT TO EXISTING SANITARY SEWER	\$2,310.00	9	EACH \$20,790.00	-2.00	EACH -\$4,620.00	7.00	EACH \$16,170.00
103	CONNECT TO EXISTING SANITARY SEWER SER	\$1,350.00	2	EACH \$2,700.00		EACH	3.00	EACH \$4,050.00
104	8"X6" PVC WYE	\$362.00	5	EACH \$1,810.00		EACH	7.00	EACH \$2,534.00
105	10"X6" PVC WYE	\$524.00	3	EACH \$1,572.00		EACH	2.00	EACH \$1,048.00
106	PLUG FILL & ABANDON PIPE SEWER	\$17.80	1216	LIN FT \$21,644.80		LIN FT	764.00	LIN FT \$13,599.20
107	8" OUTSIDE DROP	\$605.00	34	LIN FT \$20,570.00		LIN FT	6.06	LIN FT \$3,666.30
108	6" PVC SANITARY SERVICE PIPE	\$58.30	491	LIN FT \$28,625.30	38.40	LIN FT \$2,238.72	415.90	LIN FT \$24,246.97
109	WATERMAIN OFFSET	\$10,600.00	2	EACH \$21,200.00	0.50	EACH \$5,300.00	2.50	EACH \$26,500.00
110	CONNECT TO EXISTING WATER MAIN	\$1,570.00	8	EACH \$12,560.00	-1.00	EACH -\$1,570.00	8.00	EACH \$12,560.00
111	CONNECT TO EXISTING WATER SERVICE	\$669.00	1	EACH \$669.00	1.00	EACH \$669.00	1.00	EACH \$669.00
112	HYDRANT	\$4,470.00	6	EACH \$26,820.00	1.00	EACH \$4,470.00	8.00	EACH \$35,760.00
113	RELOCATE HYDRANT & VALVE	\$4,360.00	6	EACH \$26,160.00		EACH	5.00	EACH \$21,800.00
114	ADJUST HYDRANT & GATE VALVE	\$1,180.00	3	EACH \$3,540.00		EACH	1.00	EACH \$1,180.00
115	ADJUST VALVE BOX	\$395.00	21	EACH \$8,295.00	13.00	EACH \$5,135.00	14.00	EACH \$5,530.00
116	1" CORPORATION STOP	\$731.00	1	EACH \$731.00		EACH		EACH
117	16" BUTTERFLY VALVE	\$4,200.00	1	EACH \$4,200.00		EACH	1.00	EACH \$4,200.00
118	24" BUTTERFLY VALVE	\$7,330.00	4	EACH \$29,320.00		EACH	4.00	EACH \$29,320.00
119	6" GATE VALVE & BOX	\$1,820.00	20	EACH \$36,400.00	2.00	EACH \$3,640.00	20.00	EACH \$36,400.00
120	10" GATE VALVE & BOX	\$3,290.00	5	EACH \$16,450.00		EACH	5.00	EACH \$16,450.00
121	6"X6" WET TAP	\$3,880.00	1	EACH \$3,880.00		EACH	1.00	EACH \$3,880.00
122	10"X6" WET TAP	\$3,990.00	1	EACH \$3,990.00		EACH	1.00	EACH \$3,990.00
123	16"X6" WET TAP	\$4,160.00	3	EACH \$12,480.00		EACH	2.00	EACH \$8,320.00
124	10X10" WET TAP	\$5,640.00	1	EACH \$5,640.00		EACH	1.00	EACH \$5,640.00
125	HYDRANT RISER	\$562.00	4	LIN FT \$2,248.00		LIN FT		LIN FT
126	1" TYPE K COPPER PIPE	\$51.50	27	LIN FT \$1,390.50		LIN FT		LIN FT
127	6" WATERMAIN DUCTILE IRON CL 52	\$54.70	332	LIN FT \$18,160.40		LIN FT	255.65	LIN FT \$13,984.06
128	6" PVC WATERMAIN	\$34.40	1448	LIN FT \$49,811.20	1,372.20	LIN FT \$47,203.68	2,061.90	LIN FT \$70,929.36
129	8" PVC WATERMAIN	\$38.60	178	LIN FT \$6,870.80	80.00	LIN FT \$3,088.00	213.50	LIN FT \$8,241.10
130	10" PVC WATERMAIN	\$47.40	870	LIN FT \$41,238.00		LIN FT	850.60	LIN FT \$40,318.44
131	12" PVC WATERMAIN	\$91.60	12	LIN FT \$1,099.20		LIN FT	18.65	LIN FT \$1,708.34
132	16" PVC WATERMAIN	\$225.00	6	LIN FT \$1,350.00		LIN FT	11.50	LIN FT \$2,587.50
133	24" PVC WATERMAIN	\$110.00	1160	LIN FT \$127,600.00		LIN FT	1,128.40	LIN FT \$124,124.00
134	18" STEEL CASING PIPE (JACKED)	\$413.00	120	LIN FT \$49,560.00		LIN FT	120.00	LIN FT \$49,560.00
135	36" STEEL CASING PIPE	\$408.00	85	LIN FT \$34,680.00		LIN FT	85.00	LIN FT \$34,680.00
136	4" POLYSTYRENE INSULATION	\$44.80	53	SQ YD \$2,374.40		SQ YD	30.00	SQ YD \$1,344.00
137	DUCTILE IRON FITTINGS	\$13.00	11709	POUND \$152,217.00	415.00	POUND \$5,395.00	9,809.00	POUND \$127,517.00
138	CONST DRAINAGE STRUCTURE DESIGN G	\$391.00	87	LIN FT \$34,017.00	10.25	LIN FT \$4,007.75	74.20	LIN FT \$29,012.20
139	CONST DRAINAGE STRUCTURE DESIGN SPECIAL	\$317.00	20	LIN FT \$6,340.00		LIN FT	9.13	LIN FT \$2,894.21
140	CONST DRAINAGE STRUCTURE DESIGN SPEC 1	\$186.00	124	LIN FT \$23,064.00		LIN FT	86.86	LIN FT \$16,155.96
141	CONST DRAINAGE STRUCTURE DESIGN SPEC 2	\$287.00	82	LIN FT \$23,534.00		LIN FT	28.28	LIN FT \$8,116.36
142	CONST DRAINAGE STRUCTURE DES 48-4020	\$322.00	325	LIN FT \$104,650.00	9.61	LIN FT \$3,094.42	282.26	LIN FT \$90,887.72
143	CONST DRAINAGE STRUCTURE DES 54-4020	\$400.00	45	LIN FT \$18,000.00	-19.71	LIN FT -\$7,884.00	18.57	LIN FT \$7,428.00
144	CONST DRAINAGE STRUCTURE DES 60-4020	\$530.00	63	LIN FT \$33,390.00	-5.27	LIN FT -\$2,793.10	65.11	LIN FT \$34,508.30
145	CONST DRAINAGE STRUCTURE DES 66-4020	\$465.00	29	LIN FT \$13,485.00	-4.44	LIN FT -\$2,064.60	14.02	LIN FT \$6,519.30
146	CONST DRAINAGE STRUCTURE DES 72-4020	\$496.00	15	LIN FT \$7,440.00	-3.95	LIN FT -\$1,959.20	26.86	LIN FT \$13,322.56
147	CONST DRAINAGE STRUCTURE DES 102-4020	\$966.00	21	LIN FT \$20,286.00		LIN FT		LIN FT
148	CONST DRAINAGE STRUCTURE DES 108-4020	\$1,550.00	6	LIN FT \$9,300.00	1.90	LIN FT \$2,945.00	5.20	LIN FT \$8,060.00
149	CONST DRAINAGE STRUCTURE DES 120-4020	\$1,540.00	8	LIN FT \$12,320.00		LIN FT	6.86	LIN FT \$10,564.40
150	CONST DRAINAGE STRUCTURE DESIGN SPEC 3	\$2,970.00	3	EACH \$8,910.00		EACH	2.00	EACH \$5,940.00
151	CASTING ASSEMBLY	\$707.00	131	EACH \$92,617.00		EACH	90.00	EACH \$63,630.00
152	INSTALL CASTING	\$542.00	4	EACH \$2,168.00		EACH	1.00	EACH \$542.00
153	ADJUST FRAME & RING CASTING	\$519.00	11	EACH \$5,709.00		EACH	9.00	EACH \$4,671.00
154	RECONSTRUCT DRAINAGE STRUCTURE	\$1,600.00	12	EACH \$19,200.00		EACH	4.00	EACH \$6,400.00
155	CONNECT INTO EXISTING STORM SEWER	\$1,230.00	19	EACH \$23,370.00	-1.00	EACH -\$1,230.00	14.00	EACH \$17,220.00
156	CONNECT TO EXISTING STRUCTURE	\$1,230.00	12	EACH \$14,760.00	4.00	EACH \$4,920.00	9.00	EACH \$11,070.00
157	RANDOM RIPRAP CLASS III	\$97.10	108	CU YD \$10,486.80		CU YD	124.35	CU YD \$12,074.39
158	RANDOM RIPRAP CLASS IV	\$111.00	131	CU YD \$14,541.00		CU YD	17.12	CU YD \$1,900.32
159	GEOTEXTILE FILTER TYPE IV	\$6.50	664	SQ YD \$4,316.00		SQ YD	218.31	SQ YD \$1,419.02
160	4" CONCRETE WALK	\$3.85	33386	SQ FT \$128,536.10		SQ FT	19,160.00	SQ FT \$73,766.00
161	4" CONCRETE WALK SPECIAL	\$4.70	13412	SQ FT \$63,036.40		SQ FT	9,400.00	SQ FT \$44,180.00
162	4" CONCRETE WALK SPECIAL 1	\$4.70	2537	SQ FT \$11,923.90		SQ FT		SQ FT
163	6" CONCRETE WALK	\$5.35	9695	SQ FT \$51,868.25		SQ FT	6,553.90	SQ FT \$35,063.37
164	6" CONCRETE WALK SPECIAL	\$9.50	463	SQ FT \$4,398.50		SQ FT		SQ FT
165	1.5" BITUMINOUS WALK	\$1.75	1440	SQ FT \$2,520.00		SQ FT	1,443.20	SQ FT \$2,525.60
166	3" BITUMINOUS WALK	\$1.55	91557	SQ FT \$141,913.35		SQ FT	73,193.20	SQ FT \$113,449.46
167	CONCRETE CURB & GUTTER DESIGN B424	\$13.70	1920	LIN FT \$26,304.00		LIN FT	4,628.50	LIN FT \$63,410.45
168	CONCRETE CURB & GUTTER DESIGN B618	\$12.40	5031	LIN FT \$62,384.40		LIN FT		LIN FT
169	CONCRETE CURB & GUTTER DESIGN B624	\$13.90	20962	LIN FT \$291,371.80		LIN FT	13,523.20	LIN FT \$187,972.48
170	CONCRETE CURB DESIGN V6	\$27.50	72	LIN FT \$1,980.00		LIN FT	57.00	LIN FT \$1,567.50
171	CONCRETE MEDIAN	\$140.00	54	SQ YD \$7,560.00		SQ YD		SQ YD
172	TRUNCATED DOMES	\$50.00	1197	SQ FT \$59,850.00		SQ FT	894.10	SQ FT \$44,705.00
173	PORTABLE PRECAST CONC BARRIER DES 8337	\$15.00	410	LIN FT \$6,150.00		LIN FT	460.00	LIN FT \$6,900.00
174	KIOSK	\$2,650.00	1	EACH \$2,650.00		EACH		EACH
175	BICYCLE RACK	\$661.00	4	EACH \$2,644.00		EACH		EACH
176	WASTE RECEPTACLE	\$1,490.00	15	EACH \$22,350.00		EACH		EACH
177	BENCH	\$1,650.00	16	EACH \$26,400.00		EACH		EACH
178	MAIL BOX SUPPORT	\$250.00	1	EACH \$250.00		EACH		EACH
179	INSTALL STONE RETAINING WALL	\$12.10	90	SQ FT \$1,089.00		SQ FT		SQ FT
180	TRAFFIC BARRIER DESIGN B8338	\$23.40	800	LIN FT \$18,720.00		LIN FT	712.50	LIN FT \$16,672.50
181	PERMANENT BARRICADES	\$35.00	24	LIN FT \$840.00		LIN FT		LIN FT
182	GUIDE POST TYPE B	\$67.60	37	EACH \$2,501.20		EACH		EACH
183	ANCHORAGE ASSEMBLY - PLATE BEAM	\$494.00	2	EACH \$988.00		EACH	2.00	EACH \$988.00

Partial Pay Estimate No.:

8

TH 5 CORRIDOR IMPROVEMENTS

SP 1002-106; SAP 231-010-008; SAP 010-610-049; SAP 010-657-002 & SAP 231-594-001

CITY OF WACONIA, MN

BMI PROJECT NO. C12.106251

WORK COMPLETED THROUGH JANUARY 31, 2016

ITEM NO.	ITEM	UNIT PRICE	ORIGINAL CONTRACT		CURRENT ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
184	END TREATMENT-FLARED TERMINAL	\$2,810.00	2	EACH \$5,620.00			2.00	EACH \$5,620.00
185	WIRE FENCE DESIGN S-1 VINYL COATED	\$45.00	145	LIN FT \$6,525.00			127.00	LIN FT \$5,715.00
186	WIRE FENCE DESIGN S-2 VINYL COATED	\$75.00	90	LIN FT \$6,750.00			90.00	LIN FT \$6,750.00
187	FENCE DESIGN SPECIAL	\$140.00	477	LIN FT \$66,780.00			126.60	LIN FT \$17,724.00
188	TRAFFIC CONTROL SUPERVISOR	\$16,300.00	1	LUMP SUM \$16,300.00			0.95	LUMP SUM \$15,485.00
189	TRAFFIC CONTROL	\$82,500.00	1	LUMP SUM \$82,500.00			0.95	LUMP SUM \$78,375.00
190	RAISED PAVEMENT MARKER TEMPORARY	\$1.50	1320	EACH \$1,980.00			223.00	EACH \$334.50
191	PORTABLE CHANGEABLE MESSAGE SIGN	\$150.00	28	UNIT DAY \$4,200.00			11.00	UNIT DAY \$1,650.00
192	SIGN PANELS TYPE SPECIAL	\$65.00	19	SQ FT \$1,235.00			4.50	SQ FT \$292.50
193	SIGN PANELS TYPE C	\$35.00	1132	SQ FT \$39,620.00			466.49	SQ FT \$16,327.15
194	SIGN PANELS TYPE D	\$40.00	179	SQ FT \$7,160.00			59.50	SQ FT \$2,380.00
195	SIGN PANELS TYPE OVERLAY	\$15.00	5	SQ FT \$75.00				SQ FT
196	INSTALL SIGN TYPE C	\$175.00	11	EACH \$1,925.00			2.00	EACH \$350.00
197	INSTALL SIGN TYPE SPECIAL	\$65.00	12	EACH \$780.00			4.00	EACH \$260.00
198	DELINEATOR TYPE X4-13	\$75.00	9	EACH \$675.00			2.00	EACH \$150.00
199	HAZARD MARKER X4-2	\$75.00	17	EACH \$1,275.00			9.00	EACH \$675.00
200	INSTALL SIGN	\$500.00	1	EACH \$500.00				EACH
201	CONSTRUCTION SIGNS - SPECIAL	\$17.50	250	SQ FT \$4,375.00			5.34	SQ FT \$93.45
202	TRAFFIC CONTROL SIGNAL SYSTEM C	\$165,100.00	1	SIG SYS \$165,100.00			0.90	SIG SYS \$148,990.00
203	EMERGENCY VEHICLE PREEMPTION SYS C	\$5,620.00	1	LUMP SUM \$5,620.00				LUMP SUM
204	TRAFFIC CONTROL INTERCONNECTION	\$83,600.00	1	LUMP SUM \$83,600.00			0.80	LUMP SUM \$66,880.00
205	REVISE SIGNAL SYSTEM A	\$185,400.00	1	SYSTEM \$185,400.00			0.95	SYSTEM \$176,130.00
206	REVISE SIGNAL SYSTEM B	\$199,300.00	1	SYSTEM \$199,300.00			0.95	SYSTEM \$189,335.00
207	REVISE SIGNAL SYSTEM D	\$104,300.00	1	SYSTEM \$104,300.00			0.90	SYSTEM \$93,870.00
208	REVISE SIGNAL SYSTEM E	\$122,800.00	1	SYSTEM \$122,800.00			0.25	SYSTEM \$30,700.00
209	TEMPORARY SIGNAL SYSTEM B	\$58,600.00	1	SYSTEM \$58,600.00				SYSTEM
210	CONIFEROUS TREE 8' HT B&B	\$405.00	3	TREE \$1,215.00				TREE
211	DECIDUOUS TREE 6' HT B&B	\$395.00	3	TREE \$1,185.00				TREE
212	DECIDUOUS TREE 2.5" CAL B&B	\$450.00	4	TREE \$1,800.00				TREE
213	PERENNIAL NO 1 CONT	\$13.00	3662	PLANT \$47,606.00				PLANT
214	ORNAMENTAL GRASS NO 1 CONT	\$13.00	1566	PLANT \$20,358.00				PLANT
215	GEOTEXTILE WEED BARRIER FABRIC	\$13.50	1341	SQ YD \$18,103.50				SQ YD
216	SILT FENCE, TYPE MS	\$2.00	14217	LIN FT \$28,434.00	126.00	LIN FT \$252.00	9,107.40	LIN FT \$18,214.80
217	FLOTATION SILT CURTAIN TYPE MOVING WATER	\$21.20	70	LIN FT \$1,484.00			80.00	LIN FT \$1,696.00
218	STORM DRAIN INLET PROTECTION	\$139.00	166	EACH \$23,074.00			42.00	EACH \$5,838.00
219	SEDIMENT CONTROL LOG TYPE STRAW	\$2.00	3559	LIN FT \$7,118.00			10,271.44	LIN FT \$20,542.88
220	STABILIZED CONSTRUCTION EXIT	\$3,850.00	1	LUMP SUM \$3,850.00			0.69	LUMP SUM \$2,656.50
221	FLOCCULANT SOCK	\$626.00	50	EACH \$31,300.00				EACH
222	EROSION CONTROL SUPERVISOR	\$14,000.00	1	LUMP SUM \$14,000.00	0.03	LUMP SUM \$420.00	0.72	LUMP SUM \$10,080.00
223	TEMPORARY SEDIMENT TRAP	\$385.00	4	EACH \$1,540.00			1.00	EACH \$385.00
224	FERTILIZER TYPE 3	\$0.61	4395	POUND \$2,680.95	1,351.00	POUND \$824.11	3,450.00	POUND \$2,104.50
225	FERTILIZER TYPE 4	\$0.61	477	POUND \$290.97	668.00	POUND \$407.48	900.00	POUND \$549.00
226	FILTER TOPSOIL BORROW	\$46.70	209	CU YD \$9,760.30			107.00	CU YD \$4,996.90
227	COMPOST GRADE 2	\$42.50	974	CU YD \$41,395.00			700.00	CU YD \$29,750.00
228	SUBSOILING	\$1,400.00	1.4	ACRE \$1,960.00			1.62	ACRE \$2,268.00
229	SOIL BED PREPARATION	\$85.00	1.4	ACRE \$119.00			1.62	ACRE \$137.70
230	SEEDING	\$202.00	25	ACRE \$5,050.00			12.08	ACRE \$2,440.16
231	SEED MIXTURE 25-131	\$2.45	1775	POUND \$4,348.75			1,722.00	POUND \$4,218.90
232	SEED MIXTURE 25-141	\$3.55	748	POUND \$2,655.40			137.50	POUND \$488.13
233	SEED MIXTURE 33-261	\$22.50	70	POUND \$1,575.00			30.75	POUND \$691.88
234	SEED MIXTURE 35-221	\$21.40	34	POUND \$727.60			18.75	POUND \$401.25
235	MULCH MATERIAL TYPE 1	\$202.00	27	TON \$5,454.00				TON
236	MULCH MATERIAL TYPE 6	\$81.00	112	CU YD \$9,072.00			30.00	CU YD \$2,430.00
237	DISK ANCHORING	\$75.80	13.5	ACRE \$1,023.30				ACRE
238	EROSION CONTROL BLANKETS CATEGORY 0	\$1.50	9804	SQ YD \$14,706.00				SQ YD
239	EROSION CONTROL BLANKETS CATEGORY 3	\$1.40	24622	SQ YD \$34,470.80	9,841.00	SQ YD \$13,777.40	33,362.00	SQ YD \$46,706.80
240	EROSION CONTROL BLANKETS CATEGORY 4	\$1.50	2179	SQ YD \$3,268.50	672.00	SQ YD \$1,008.00	2,172.00	SQ YD \$3,258.00
241	TURF REINFORCEMENT MAT CATEGORY 4	\$8.10	135	SQ YD \$1,093.50				SQ YD
242	HYDRAULIC MATRIX TYPE COMPOST	\$1.50	13500	POUND \$20,250.00			10,080.00	POUND \$15,120.00
243	RAPID STABILIZATION METHOD 4	\$1.10	17658	SQ YD \$19,423.80			2,411.42	SQ YD \$2,652.56
244	REMOVABLE PREFORMED PLASTIC MASK (BLACK)	\$2.25	2630	LIN FT \$5,917.50				LIN FT
245	PAVT MSSG (LT ARROW) EPOXY	\$130.00	19	EACH \$2,470.00			6.00	EACH \$780.00
246	PAVT MSSG (RT ARROW) EPOXY	\$130.00	10	EACH \$1,300.00			6.00	EACH \$780.00
247	4" SOLID LINE WHITE-EPOXY	\$0.29	14102	LIN FT \$4,089.58			4,153.00	LIN FT \$1,204.37
248	4" DOTTED LINE WHITE-EPOXY	\$3.15	61	LIN FT \$192.15			78.00	LIN FT \$245.70
249	4" SOLID LINE YELLOW-EPOXY	\$0.29	3573	LIN FT \$1,036.17			1,973.50	LIN FT \$572.32
250	24" SOLID LINE YELLOW-EPOXY	\$5.75	271	LIN FT \$1,558.25				LIN FT
251	4" BROKEN LINE YELLOW-EPOXY	\$0.29	240	LIN FT \$69.60				LIN FT
252	4" DOUBLE SOLID LINE YELLOW-EPOXY	\$0.58	2547	LIN FT \$1,477.26				LIN FT
253	CROSSWALK MARKING-EPOXY	\$4.15	3456	SQ FT \$14,342.40			547.00	SQ FT \$2,261.55
254	PAVEMENT MARKING SPECIAL	\$25.60	1024	LIN FT \$26,214.40			290.00	LIN FT \$7,424.00
255	4" SOLID LINE WHITE-PAINT	\$0.16	15250	LIN FT \$2,440.00			612.00	LIN FT \$97.92
256	4" BROKEN LINE WHITE-PAINT	\$0.16	100	LIN FT \$16.00				LIN FT
257	4" SOLID LINE YELLOW-PAINT	\$0.17	5500	LIN FT \$935.00				LIN FT
258	4" DOUBLE SOLID LINE YELLOW-PAINT	\$0.33	3600	LIN FT \$1,188.00			809.00	LIN FT \$266.97
259	4" SOLID LINE WHITE-EPOXY (WR)	\$0.61	24950	LIN FT \$15,219.50			9,936.10	LIN FT \$6,061.02
260	8" SOLID LINE WHITE-EPOXY (WR)	\$2.10	204	LIN FT \$428.40				LIN FT
261	12" SOLID LINE WHITE-EPOXY (WR)	\$9.60	77	LIN FT \$739.20				LIN FT
262	4" BROKEN LINE WHITE-EPOXY (WR)	\$0.61	2346	LIN FT \$1,431.06			1,270.00	LIN FT \$774.70
263	8" DOTTED LINE WHITE-EPOXY (WR)	\$3.95	204	LIN FT \$805.80				LIN FT
264	4" SOLID LINE YELLOW-EPOXY (WR)	\$0.61	13078	LIN FT \$7,977.58			7,099.00	LIN FT \$4,330.39
265	4" DOUBLE SOLID LINE YELLOW-EPOXY (WR)	\$1.20	4818	LIN FT \$5,781.60			1,740.00	LIN FT \$2,088.00
266	PAVEMENT MARKING SPECIAL	\$17.50	8032	SQ FT \$140,560.00			3,900.00	SQ FT \$68,250.00
267	15" RC PIPE APRON	\$566.00	2	EACH \$1,132.00	1.00	EACH \$566.00	1.00	EACH \$566.00
268	TRASH GUARD FOR 15" PIPE APRON	\$210.00	2	EACH \$420.00				EACH
269	12" PVC PIPE SEWER	\$113.00	140	LIN FT \$15,820.00			113.40	LIN FT \$12,814.20
270	AIR RELIEF MANHOLE	\$15,900.00	1	EACH \$15,900.00			1.00	EACH \$15,900.00
271	CONNECT TO EXISTING MANHOLES (SAN)	\$1,720.00	1	EACH \$1,720.00			1.00	EACH \$1,720.00
272	8" PVC FORCEMAIN	\$37.20	2366	LIN FT \$88,015.20	34.10	LIN FT \$1,268.52	2,201.10	LIN FT \$81,880.92
273	18" STEEL CASING PIPE	\$235.00	83	LIN FT \$19,505.00			83.00	LIN FT \$19,505.00
274	12" GATE VALVE & BOX	\$4,570.00	1	EACH \$4,570.00			1.00	EACH \$4,570.00
275	4" GATE VALVE	\$1,190.00	7	EACH \$8,330.00				EACH

Partial Pay Estimate No.:

8

TH 5 CORRIDOR IMPROVEMENTS

SP 1002-106; SAP 231-010-008; SAP 010-610-049; SAP 010-657-002 & SAP 231-594-001

CITY OF WACONIA, MN

BMI PROJECT NO. C12.106251

WORK COMPLETED THROUGH JANUARY 31, 2016

ITEM NO.	ITEM	UNIT PRICE	ORIGINAL CONTRACT		CURRENT ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
276	CONST DRAINAGE STRUCTURE DESIGN H	\$405.00	2	LIN FT \$810.00		LIN FT	4.00	LIN FT \$1,620.00
277	CONST DRAINAGE STRUCTURE DESIGN SPEC 4	\$1,700.00	1	EACH \$1,700.00	-1.00	EACH -\$1,700.00		EACH
278	CONST DRAINAGE STRUCTURE DESIGN SPEC 5	\$438.00	6	EACH \$2,628.00		EACH	6.00	EACH \$2,628.00
279	8" CONCRETE WALK SPECIAL	\$25.00	141	SQ FT \$3,525.00		SQ FT		SQ FT
280	3" BITUMINOUS DRIVEWAY	\$2.00	700	SQ FT \$1,400.00		SQ FT		SQ FT
281	8" FORCEMAIN DUCTILE IRON CL 52	\$80.90	32	LIN FT \$2,588.80		LIN FT		LIN FT
282	MAINTENANCE MANHOLE	\$15,500.00	1	EACH \$15,500.00		EACH	1.00	EACH \$15,500.00
283	FORCEMAIN INSIDE DROP	\$7,490.00	1	LUMP SUM \$7,490.00		LUMP SUM	1.00	LUMP SUM \$7,490.00
284	1 1/2" HDPE REUSE SERVICE PIPE	\$91.10	10	LIN FT \$911.00		LIN FT		LIN FT
285	4" HDPE REUSE WATERMAIN	\$28.10	2280	LIN FT \$64,068.00		LIN FT	817.00	LIN FT \$22,957.70
286	INSTALL BMP SNOUT	\$719.00	1	EACH \$719.00		EACH		EACH
287	CAST IRON GATE VALVE BOX	\$315.00	3	EACH \$945.00		EACH		EACH
288	PLASTIC GATE VALVE BOX	\$140.00	4	EACH \$560.00		EACH		EACH
289	1 1/2" BLOWOFF & CONNECTION ASSEMBLY	\$1,910.00	1	EACH \$1,910.00		EACH		EACH
290	2" BLOWOFF ASSEMBLY	\$1,660.00	5	EACH \$8,300.00		EACH		EACH
291	FLUSHING HYDRANT	\$3,330.00	1	EACH \$3,330.00		EACH	1.00	EACH \$3,330.00
292	12" WIDE CHAIN LINK DOUBLE GATE	\$2,000.00	1	EACH \$2,000.00		EACH		EACH
293	6' CHAIN LINK FENCE-VINYL COATED	\$30.00	108	LIN FT \$3,240.00		LIN FT		LIN FT
294	B-01: RAPID STABILIZATION METHOD 3 (2575, S-122)	\$566.00		MGAL		MGAL	117.70	MGAL \$66,618.20
295	B-02: MAGNESIUM CHLORIDE	\$4,378.13		LUMP SUM		LUMP SUM	1.00	LUMP SUM \$4,378.13
296	B-03: FLOTATION SILT CURTAIN, TYPE: STILL WATER (2573, S-119)	\$12.50		LIN FT		LIN FT	300.00	LIN FT \$3,750.00
297	B-04: PIT RUN SAND	\$25.00		TON	-3,314.31	TON -\$82,857.75		TON
298	B-05: HYDRAULIC MATRIX, TYPE MULCH (2575, S-122)	\$1.50		POUND	2,924.00	POUND \$4,386.00	14,621.00	POUND \$21,931.50
299	B-06: CONTAMINATED SOIL DUMP FEES	\$33,424.57		LUMP SUM		LUMP SUM	1.00	LUMP SUM \$33,424.57
300	B-07: BENT CREEK BYPASS PUMP	\$1,757.48		LUMP SUM		1.00 LUMP SUM \$1,757.48	1.00	LUMP SUM \$1,757.48
301	B-08: CONTAMINATED SOIL REMOVAL	\$1.00		DOLLAR	85,000.00	DOLLAR \$85,000.00	85,000.00	DOLLAR \$85,000.00
302	B-09: HAUL UNSUITABLE MATERIAL	\$1.00		DOLLAR	49,000.00	DOLLAR \$49,000.00	49,000.00	DOLLAR \$49,000.00
303	B-10: DITCH GRADING	\$1.00		DOLLAR	13,500.00	DOLLAR \$13,500.00	13,500.00	DOLLAR \$13,500.00
304	B-11: RETAINING WALL SUBGRADE EXCAVATION	\$1.00		DOLLAR	21,000.00	DOLLAR \$21,000.00	21,000.00	DOLLAR \$21,000.00
305	B-12: BITUMINOUS LEVELING COURSE	\$1.00		DOLLAR	32,500.00	DOLLAR \$32,500.00	32,500.00	DOLLAR \$32,500.00
306	B-13: PIPE SOIL CORRECTIONS	\$1.00		DOLLAR	49,000.00	DOLLAR \$49,000.00	49,000.00	DOLLAR \$49,000.00
307	B-14: MISCELLANEOUS PIPE WORK	\$1.00		DOLLAR	49,000.00	DOLLAR \$49,000.00	49,000.00	DOLLAR \$49,000.00
308	B-15: ITEM 277: CONST DRAINAGE STRUCTURE DESIGN SPEC 4 UNIT PRICE CORRECTIO	\$17,100.00		EACH	1.00	EACH \$17,100.00	1.00	EACH \$17,100.00
309	B-16: GRANULAR BORROW	\$13.20		TON	3,314.31	TON \$43,748.89	3,314.31	TON \$43,748.89
310	B-17: 8" GATE VALVE & BOX	\$2,254.60		EACH	1.00	EACH \$2,254.60	1.00	EACH \$2,254.60
311	B-18: 8"x6" WET TAP	\$3,935.00		EACH	1.00	EACH \$3,935.00	1.00	EACH \$3,935.00
312	B-19: CITY SUPPLIED WATERMAIN MATERIAL CREDIT	\$1.00		DOLLAR	-5,658.15	DOLLAR -\$5,658.15	-5,658.15	DOLLAR -\$5,658.15
TOTAL AMOUNT:					\$9,804,518.75		\$483,012.31	\$8,423,422.09
		AMOUNT PAYABLE WITH RETAINAGE:					\$458,861.69	\$8,002,250.98



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	February, 16, 2016						
Item Name:	Contractor Pay Request #12-Final 2014 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. 12-Final to Chard Tiling & Excavating, Inc. for the 2014 Infrastructure Improvement Project

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

Staff has reviewed the contractor pay request for the 2014 Infrastructure Improvement Project and recommends payment of \$59,292.72 based on the engineering request for payment. This payment represents approximately 95.7% 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:

Budgeted

Non Budgeted

Amendment Required

ADVISORY BOARD RECOMMENDATIONS:

Planning Commission
 Parks and Recreation Board
 Safari Island Advisory Board
 Other



BOLTON & MENK, INC.

Consulting Engineers & Surveyors

2638 Shadow Lane, Suite 200 • Chaska, MN 55318-1172

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

www.bolton-menk.com

February 3, 2016

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

**Re: 2014 Infrastructure Improvement Project
Pay Request No. 12-Final**

Dear Ms. Lueck:

Enclosed please find Pay Request No. 12-Final for work completed from 07/13/2015 to 01/18/2016 on the above referenced project. Payment includes mobilization, traffic control, striping, bituminous patching, fencing, and the release of all retainage withheld. The project is complete and operational at this time, and all punch list items have been addressed.

We have reviewed the estimate, verified the quantities, and recommend the City make payment in the amount of **\$59,292.72** to Chard Tiling & Excavating, Inc. 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, with adjustments for retainage reduction.

PAY APP. #12						
PROJECT TYPE	TOTAL	STREET	SANITARY	WATER	STORM	PARK/TRAIL
STREET RECONSTRUCTION	\$34,762.21	17%	32%	23%	15%	13%
FIRE STATION IMPROVEMENTS	\$1,077.80	100%	0%	0%	0%	0%
STORMWATER REUSE	\$4,934.00	0%	0%	0%	100%	0%
INTERLAKEN 4TH ADDITION	\$3,724.51	100%	0%	0%	0%	0%
INTERLAKEN 4TH ADDN-SW	\$1,103.25	0%	0%	0%	0%	100%
INTERLAKEN 4TH ADDN- BIT	\$4,183.73	100%	0%	0%	0%	0%
MAIN STREET TRAIL	\$2,879.89	0%	0%	0%	0%	100%
INTERLAKEN PARK	\$6,261.39	0%	0%	0%	0%	100%
CLEARWATER MILLS PARK	\$365.93	0%	0%	0%	0%	100%

TOTAL THIS PAY APP.: \$59,292.72

Also enclosed are IC-134 forms and final lien waivers. 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: Chard Tiling & Excavating, Inc. 2014 Infrastructure Improvement Project Application for Payment City of Waconia, MN						Application Number: 12-Final Application Date: 01/18/16 Period to: 07/13/2015-01/18/2016 BMI Project Number: C12.106944			
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 to Date (B x E)
						Quantity this App.	Amount this App. (B x D)		
SECTION 1: PRORATA									
1	MOBILIZATION	1	LUMP SUM	\$86,430.00	\$86,430.00	0.09	\$7,778.70	1.00	\$86,430.00
2	EROSION AND SEDIMENT CONTROL	1	LUMP SUM	\$5,000.00	\$5,000.00		\$0.00	1.00	\$5,000.00
SECTION 2A: STREET RECONSTRUCTION									
REMOVALS:									
3	CLEARING & GRUBBING	5	TREE	\$750.00	\$3,750.00		\$0.00	6.00	\$4,500.00
4	REMOVE WM AND FM PIPE	1,505	LIN FT	\$3.00	\$4,515.00		\$0.00	1,522.00	\$4,566.00
5	ABANDON WM AND FM PIPE	360	LIN FT	\$8.50	\$3,060.00		\$0.00	0.00	\$0.00
6	ABANDON WM (1.5" SERVICE)	165	LIN FT	\$3.00	\$495.00		\$0.00	165.00	\$495.00
7	REMOVE WM SERVICE PIPE	610	LIN FT	\$2.00	\$1,220.00		\$0.00	765.00	\$1,530.00
8	REMOVE HYDRANT	2	EACH	\$140.00	\$280.00		\$0.00	2.00	\$280.00
9	REMOVE SANITARY SEWER PIPE	485	LIN FT	\$1.50	\$727.50		\$0.00	881.00	\$1,321.50
10	ABANDON SANITARY SEWER PIPE	600	LIN FT	\$6.75	\$4,050.00		\$0.00	0.00	\$0.00
11	REMOVE SANITARY SEWER SERVICE PIPE	175	LIN FT	\$1.50	\$262.50		\$0.00	236.00	\$354.00
12	REMOVE SANITARY MANHOLE	8	EACH	\$150.00	\$1,200.00		\$0.00	7.00	\$1,050.00
13	REMOVE STORM SEWER PIPE	645	LIN FT	\$3.00	\$1,935.00		\$0.00	585.00	\$1,755.00
14	ABANDON STORM SEWER PIPE	85	LIN FT	\$13.75	\$1,168.75		\$0.00	0.00	\$0.00
15	REMOVE DRAINAGE STRUCTURE	9	LIN FT	\$21.20	\$190.80		\$0.00	11.00	\$233.20
16	SALVAGE AND REINSTALL STORM SEWER PIPE	40	LIN FT	\$31.50	\$1,260.00		\$0.00	40.00	\$1,260.00
17	REMOVE CONCRETE CURB & GUTTER	4,135	LIN FT	\$2.50	\$10,337.50		\$0.00	3,734.00	\$9,335.00
18	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	2,930	SQ FT	\$0.65	\$1,904.50		\$0.00	2,930.00	\$1,904.50
19	REMOVE CONCRETE DRIVEWAY/WALK	18,800	SQ FT	\$0.65	\$12,220.00		\$0.00	14,193.00	\$9,225.45
20	REMOVE BITUMINOUS PAVEMENT	10,560	SQ YD	\$1.80	\$19,008.00		\$0.00	10,500.00	\$18,900.00
21	SAWCUT BITUMINOUS PAVEMENT (FULL DEPTH)	1,125	LIN FT	\$2.75	\$3,093.75		\$0.00	411.30	\$1,131.08
22	SAWCUT CONCRETE PAVEMENT (FULL DEPTH)	405	LIN FT	\$3.10	\$1,255.50		\$0.00	206.20	\$639.22
ROADWAY CONSTRUCTION:									
23	TRAFFIC CONTROL	1	LUMP SUM	\$14,000.00	\$14,000.00		\$0.00	1.00	\$14,000.00
24	COMMON EXCAVATION (EV) (P)	3,925	CU YD	\$9.00	\$35,325.00		\$0.00	3,925.00	\$35,325.00
25	SUBGRADE EXCAVATION (EV)	350	CU YD	\$9.00	\$3,150.00		\$0.00	818.00	\$7,362.00
26	CONTAMINATED SOIL / MATERIAL DISPOSAL	250	CU YD	\$25.55	\$6,387.50		\$0.00	0.00	\$0.00
27	TOPSOIL BORROW (LV)	270	CU YD	\$20.00	\$5,400.00		\$0.00	470.00	\$9,400.00
28	STABILIZING AGGREGATE	650	TON	\$28.00	\$18,200.00		\$0.00	1,899.21	\$53,177.88
29	AGGREGATE BASE CLASS 5 (CV) (P)	3,895	CU YD	\$38.50	\$149,957.50		\$0.00	3,951.00	\$152,113.50
30	TYPE SP 9.5 1.5" WEARING COURSE MIX (B)	9,455	SQ YD	\$5.95	\$56,257.25		\$0.00	8,954.00	\$53,276.30
31	TYPE SP 12.5 NON WEAR COURSE MIX (B)	2,515	TON	\$64.20	\$161,463.00		\$0.00	2,319.01	\$148,880.44
32	GEOTEXTILE FABRIC TYPE V	11,480	SQ YD	\$1.00	\$11,480.00		\$0.00	11,480.00	\$11,480.00
33	PLACE TEMPORARY BITUMINOUS FILLET ALONG CONCRETE GUTTER	1,795	LIN FT	\$2.25	\$4,038.75		\$0.00	0.00	\$0.00
34	MILL BITUMINOUS FILLET PRIOR TO WEAR COURSE PLACEMENT	1,795	LIN FT	\$4.25	\$7,628.75		\$0.00	0.00	\$0.00
CO-2	1.5" TEMPORARY BITUMINOUS SURFACING AT MAIN ST/MAPLE ST INTERSECTION		LUMP SUM	\$11,095.00	\$0.00		\$0.00	1.00	\$11,095.00
CO-3	ADDITIONAL DETOUR SIGNAGE (CHARD C.O. #4)		LUMP SUM	\$2,830.33	\$0.00		\$0.00	1.00	\$2,830.33
CO-7	ADDITIONAL TRAFFIC CONTROL		LUMP SUM	\$3,600.00	\$0.00	1.00	\$3,600.00	1.00	\$3,600.00
UTILITIES:									
35	4" PERF TP PIPE DRAIN TILE	3,500	LIN FT	\$8.25	\$28,875.00		\$0.00	3,350.00	\$27,637.50
36	4" TP PIPE DRAIN CLEANOUT	17	EACH	\$134.00	\$2,278.00		\$0.00	18.00	\$2,412.00
37	4" TP PIPE DRAIN CLEANOUT WITH CASTING	4	EACH	\$150.00	\$600.00		\$0.00	4.00	\$600.00
38	6" TP PIPE	100	LIN FT	\$8.75	\$875.00		\$0.00	0.00	\$0.00
39	6" PERF TP PIPE DRAIN TILE	350	LIN FT	\$11.00	\$3,850.00		\$0.00	300.00	\$3,300.00
40	6" TP PIPE DRAIN CLEANOUT	8	EACH	\$190.00	\$1,520.00		\$0.00	8.00	\$1,520.00
41	CONNECT TO EXISTING PIPE DRAIN	1	EACH	\$115.00	\$115.00		\$0.00	1.00	\$115.00
42	12" RC PIPE SEWER DESIGN 3006 CLASS V	335	LIN FT	\$29.00	\$9,715.00		\$0.00	329.00	\$9,541.00
43	15" RC PIPE SEWER DESIGN 3006 CLASS V	332	LIN FT	\$30.00	\$9,960.00		\$0.00	332.00	\$9,960.00
44	18" RC PIPE SEWER DESIGN 3006 CLASS V	84	LIN FT	\$32.50	\$2,730.00		\$0.00	79.00	\$2,567.50
45	15" HDPE STORM SEWER	13	LIN FT	\$26.75	\$347.75		\$0.00	0.00	\$0.00
46	6" PVC STORM PIPE	8	LIN FT	\$13.00	\$104.00		\$0.00	8.00	\$104.00
47	12" PVC DRAIN BASIN WITH CASTING	7	EACH	\$750.00	\$5,250.00		\$0.00	8.00	\$6,000.00
48	RAIN GUARDIAN	8	EACH	\$1,750.00	\$14,000.00		\$0.00	8.00	\$14,000.00
49	CONSTRUCT DRAINAGE STRUC DES R-1 (2'X3')	20.6	LIN FT	\$255.00	\$5,253.00		\$0.00	21.70	\$5,533.50
50	CONSTRUCT DRAINAGE STRUC DES G	14.5	LIN FT	\$255.00	\$3,697.50		\$0.00	14.80	\$3,774.00
51	CONSTRUCT DRAINAGE STRUCTURE DES 48-4020	18.3	LIN FT	\$288.00	\$5,270.40		\$0.00	18.30	\$5,270.40
52	CONSTRUCT DRAINAGE STRUCTURE DES 48-4022	3.0	LIN FT	\$395.00	\$1,185.00		\$0.00	4.40	\$1,738.00
53	CONSTRUCT DRAINAGE STRUCTURE DES 54-4022	5.0	LIN FT	\$408.00	\$2,040.00		\$0.00	5.20	\$2,121.60
54	CASTING ASSEMBLY	15	EACH	\$675.00	\$10,125.00		\$0.00	15.00	\$10,125.00
55	ADJUST FRAME & RING CASTING	2	EACH	\$245.00	\$490.00		\$0.00	2.00	\$490.00
56	CONNECT TO EXISTING STORM SEWER	2	EACH	\$310.00	\$620.00		\$0.00	3.00	\$930.00
57	CONNECT TO EXISTING STRUCTURE	3	EACH	\$310.00	\$930.00		\$0.00	1.00	\$310.00
58	TEMPORARY WATER SYSTEM	1	LUMP SUM	\$12,000.00	\$12,000.00		\$0.00	1.00	\$12,000.00
59	CONNECT TO EXISTING WATER MAIN	10	EACH	\$1,000.00	\$10,000.00		\$0.00	10.00	\$10,000.00
60	CUT IN VALVE ON EXISTING WATERMAIN (NOT INCLUDING VALVE)	4	EACH	\$1,460.00	\$5,840.00		\$0.00	4.00	\$5,840.00
61	CONNECT TO EXISTING 6" WATER SERVICE	2	EACH	\$650.00	\$1,300.00		\$0.00	3.00	\$1,950.00
62	CONNECT TO EXISTING 1.5" WATER SERVICE	1	EACH	\$209.00	\$209.00		\$0.00	1.00	\$209.00

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 to Date (B x E)
						Quantity this App.	Amount this App. (B x D)		
63	CONNECT TO EXISTING 1" WATER SERVICE	19	EACH	\$106.00	\$2,014.00		\$0.00	20.00	\$2,120.00
64	HYDRANT	4	EACH	\$4,000.00	\$16,000.00		\$0.00	4.00	\$16,000.00
65	HYDRANT EXTENSION (0.5')	1	EACH	\$650.00	\$650.00		\$0.00	0.00	\$0.00
66	HYDRANT EXTENSION (1.0')	1	EACH	\$730.00	\$730.00		\$0.00	0.00	\$0.00
67	TRACER WIRE ACCESS BOX	7	EACH	\$240.00	\$1,680.00		\$0.00	0.00	\$0.00
68	6" GATE VALVE AND BOX	6	EACH	\$1,215.00	\$7,290.00		\$0.00	6.00	\$7,290.00
69	8" GATE VALVE AND BOX	4	EACH	\$1,666.00	\$6,664.00		\$0.00	3.00	\$4,998.00
70	10" GATE VALVE AND BOX	3	EACH	\$2,520.00	\$7,560.00		\$0.00	3.00	\$7,560.00
71	ADJUST VALVE BOX	11	EACH	\$130.00	\$1,430.00		\$0.00	10.00	\$1,300.00
72	1.5" CORPORATION STOP	1	EACH	\$365.00	\$365.00		\$0.00	1.00	\$365.00
73	1" CORPORATION STOP	19	EACH	\$207.00	\$3,933.00		\$0.00	20.00	\$4,140.00
74	1.5" CURB STOP & BOX	1	EACH	\$400.00	\$400.00		\$0.00	1.00	\$400.00
75	1" CURB STOP & BOX	19	EACH	\$219.00	\$4,161.00		\$0.00	20.00	\$4,380.00
76	6" WATERMAIN DUCTILE IRON CL 52	88	LIN FT	\$36.00	\$3,168.00		\$0.00	0.00	\$0.00
77	8" WATERMAIN DUCTILE IRON CL 52	44	LIN FT	\$44.00	\$1,936.00		\$0.00	0.00	\$0.00
78	10" WATERMAIN DUCTILE IRON CL 52	33	LIN FT	\$55.00	\$1,815.00		\$0.00	0.00	\$0.00
79	6" PVC WATERMAIN	68	LIN FT	\$22.50	\$1,530.00		\$0.00	143.00	\$3,217.50
80	8" PVC WATERMAIN	643	LIN FT	\$26.50	\$17,039.50		\$0.00	591.00	\$15,661.50
81	10" PVC WATERMAIN	944	LIN FT	\$29.00	\$27,376.00		\$0.00	897.00	\$26,013.00
82	1" TYPE K COPPER SERVICE PIPE	702	LIN FT	\$24.50	\$17,199.00		\$0.00	765.00	\$18,742.50
83	1.5" PE C901 DR-11 PIPE	178	LIN FT	\$21.00	\$3,738.00		\$0.00	175.00	\$3,675.00
84	4" POLYSTYRENE INSULATION	16	SQ YD	\$27.00	\$432.00		\$0.00	14.00	\$378.00
85	PIPE FITTINGS	1,680	POUND	\$6.50	\$10,920.00		\$0.00	1,680.00	\$10,920.00
86	3 LB ANODE	3	EACH	\$100.00	\$300.00		\$0.00	2.00	\$200.00
87	9 LB ANODE	29	EACH	\$122.00	\$3,538.00		\$0.00	28.00	\$3,416.00
88	17 LB ANODE	1	EACH	\$150.00	\$150.00		\$0.00	1.00	\$150.00
89	CATHODIC PROTECTION TEST STATION	1	EACH	\$290.00	\$290.00		\$0.00	1.00	\$290.00
90	CONNECT TO EXISTING SANITARY SEWER	5	EACH	\$3,500.00	\$17,500.00		\$0.00	5.00	\$17,500.00
91	CONNECT TO EXISTING SANITARY MANHOLE	1	EACH	\$2,000.00	\$2,000.00		\$0.00	1.00	\$2,000.00
92	CONNECT TO EXISTING 6" SERVICE PIPE	6	EACH	\$3,167.00	\$19,002.00		\$0.00	7.00	\$22,169.00
93	CONNECT TO EXISTING 8" SERVICE PIPE	1	EACH	\$3,778.00	\$3,778.00		\$0.00	0.00	\$0.00
94	ADJUST CASTING	4	EACH	\$182.00	\$728.00		\$0.00	2.00	\$364.00
95	CONSTRUCT SANITARY MANHOLE	51.3	LIN FT	\$231.00	\$11,850.30		\$0.00	49.30	\$11,388.30
96	MANHOLE DROP RISER	13.6	LIN FT	\$447.00	\$6,079.20		\$0.00	52.00	\$23,244.00
97	CASTING ASSEMBLY	2	EACH	\$515.00	\$1,030.00		\$0.00	2.00	\$1,030.00
98	CHIMNEY SEAL	4	EACH	\$225.00	\$900.00		\$0.00	4.00	\$900.00
99	8" PVC PIPE SEWER SDR-35	75	LIN FT	\$37.50	\$2,812.50		\$0.00	25.00	\$937.50
100	8" PVC PIPE SEWER SRR-26	156	LIN FT	\$38.50	\$6,006.00		\$0.00	132.00	\$5,082.00
101	8" PVC PIPE SEWER SDR-21	72	LIN FT	\$54.00	\$3,888.00		\$0.00	43.00	\$2,322.00
102	8" PVC PIPE SEWER C-900 DR 18	30	LIN FT	\$32.00	\$960.00		\$0.00	74.00	\$2,368.00
103	6" PVC PIPE SEWER SERVICE SDR-26	100	LIN FT	\$33.00	\$3,300.00		\$0.00	104.00	\$3,432.00
104	8"x6" PVC WYE	3	LIN FT	\$950.00	\$2,850.00		\$0.00	2.00	\$1,900.00
105	EXPLORATORY EXCAVATION	4	HR	\$500.00	\$2,000.00		\$0.00	0.50	\$250.00
106	SUMP SERVICE LINE CONNECTION	8	EACH	\$284.00	\$2,272.00		\$0.00	0.00	\$0.00
107	SEWAGE PUMP TRUCK	8	HR	\$250.00	\$2,000.00		\$0.00	0.00	\$0.00
108	SEWER BYPASS PUMPING SYSTEM	1	LUMP SUM	\$11,200.00	\$11,200.00		\$0.00	1.00	\$11,200.00
108A	GRANULAR FOUNDATION MATERIAL	50	TON	\$13.00	\$650.00		\$0.00	0.00	\$0.00
	SIDEWALKS, DRIVEWAYS, SIGNAGE:								
109	4" CONCRETE WALK	12,970	SQ FT	\$3.15	\$40,855.50		\$0.00	12,704.10	\$40,017.92
110	6" COLORED CONCRETE	715	SQ FT	\$6.60	\$4,719.00		\$0.00	585.20	\$3,862.32
111	6" CONCRETE DRIVEWAY PAVEMENT	3,985	SQ FT	\$4.25	\$16,936.25		\$0.00	3,564.50	\$15,149.13
112	6" PEDESTRIAN RAMP	3,725	SQ FT	\$4.95	\$18,438.75		\$0.00	1,532.90	\$7,587.86
113	TRUNCATED DOMES	232	SQ FT	\$38.00	\$8,816.00		\$0.00	192.00	\$7,296.00
114	CONCRETE CURB & GUTTER DES B612	75	LIN FT	\$16.90	\$1,267.50		\$0.00	47.50	\$802.75
115	CONCRETE CURB & GUTTER DES B618	3,115	LIN FT	\$9.65	\$30,059.75		\$0.00	3,252.10	\$31,382.77
116	CONCRETE CURB & GUTTER DES B618 - REINFORCED	1,160	LIN FT	\$13.55	\$15,718.00		\$0.00	975.00	\$13,211.25
117	BITUMINOUS CURB	45	LIN FT	\$10.00	\$450.00		\$0.00	26.00	\$260.00
118	AGGREGATE SURFACE DRIVEWAY	80	TON	\$26.50	\$2,120.00		\$0.00	40.00	\$1,060.00
119	BITUMINOUS DRIVEWAY PAVEMENT	400	SQ YD	\$23.00	\$9,200.00		\$0.00	421.60	\$9,696.80
CO-5	WORK DELAY (CHARD C.O. #5)		LUMP SUM	\$829.00	\$0.00		\$0.00	1.00	\$829.00
	EROSION CONTROL AND RESTORATION:								
120	SILT FENCE, TYPE PREASSEMBLED	425	LIN FT	\$2.05	\$871.25		\$0.00	0.00	\$0.00
121	SANDBAG BARRIER	100	LIN FT	\$7.25	\$725.00		\$0.00	48.00	\$348.00
122	FILTER LOG TYPE STRAW BIOROLL, 6"	50	LIN FT	\$7.25	\$362.50		\$0.00	200.00	\$1,450.00
123	STORM DRAIN INLET PROTECTION	25	EACH	\$110.00	\$2,750.00		\$0.00	15.00	\$1,650.00
124	EROSION CONTROL BLANKET CAT. 2, SEED MIX 270, AND FERTILIZER	555	SQ YD	\$1.40	\$777.00		\$0.00	0.00	\$0.00
125	SOD TYPE LAWN	3,290	SQ YD	\$3.75	\$12,337.50		\$0.00	2,745.00	\$10,293.75
126	ROCK CONSTRUCTION ENTRANCE	3	EACH	\$1,550.00	\$4,650.00		\$0.00	1.00	\$1,550.00
127	WASHED RIVER ROCK MULCH, 3" THICKNESS	155	SQ YD	\$7.00	\$1,085.00		\$0.00	72.30	\$506.10
128	LANDSCAPE FABRIC (WEED STOP)	155	SQ YD	\$5.00	\$775.00		\$0.00	40.00	\$200.00
129	RAIN GARDEN FILTER MEDIA (CV) (P)	130	CU YD	\$30.00	\$3,900.00		\$0.00	48.00	\$1,440.00
130	LANDSCAPE ALLOWANCE	1	ALLOWANCE	\$5,000.00	\$5,000.00		\$0.00	0.00	\$0.00
131	IRRIGATION SYSTEM AND ELECTRIC FENCE REPAIR	1	ALLOWANCE	\$1,000.00	\$1,000.00		\$0.00	0.00	\$0.00
132	PARK AND STREET BENCH (PILOT ROCK, MODEL NO. B92/CB-6SS, BLACK)	3	EACH	\$1,462.00	\$4,386.00		\$0.00	3.00	\$4,386.00
133	TRASH RECEPTACLE (PILOT ROCK, MODEL NO. CN-M3601-FT, BLACK)	3	EACH	\$1,335.00	\$4,005.00		\$0.00	3.00	\$4,005.00

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 to Date (B x E)
						Quantity this App.	Amount this App. (B x D)		
133A	DECIDUOUS TREE 2-1/2" CALIPER, B & B (AUTUMN BLAZE MAPLE, AMERICAN SENTRY LINDEN OR COMMON HACKBERRY)	10	EACH	\$600.00	\$6,000.00		\$0.00	10.00	\$6,000.00
	PAVEMENT MARKINGS:								
134	4" DOUBLE SOLID LINE YELLOW-LATEX (INTERIM)	460	LIN FT	\$1.00	\$460.00		\$0.00	0.00	\$0.00
135	CROSSWALK MARKING-LATEX (INTERIM)	1,045	SQ FT	\$2.50	\$2,612.50		\$0.00	0.00	\$0.00
136	4" DOUBLE SOLID LINE YELLOW-EPOXY	460	LIN FT	\$5.65	\$2,599.00	548	\$3,096.20	548.00	\$3,096.20
137	CROSSWALK MARKING-EPOXY	1,045	SQ FT	\$9.00	\$9,405.00	576	\$5,184.00	576.00	\$5,184.00
	ALTERNATE BID 1: MAPLE STREET SANITARY SEWER - OPEN CUT								
137A	REMOVE SANITARY SEWER PIPE	782	LIN FT	\$2.45	\$1,915.90		\$0.00	783.00	\$1,918.35
137B	REMOVE SANITARY SEWER SERVICE PIPE	85	LIN FT	\$2.45	\$208.25		\$0.00	85.00	\$208.25
137C	12" PVC PIPE SEWER SDR-21	782	LIN FT	\$109.00	\$85,238.00		\$0.00	783.00	\$85,347.00
137D	8" PVC PIPE SEWER SERVICE SDR 26	85	LIN FT	\$69.25	\$5,886.25		\$0.00	27.00	\$1,869.75
137E	6" PVC PIPE SEWER SERVICE SDR-26	65	LIN FT	\$65.97	\$4,288.05		\$0.00	130.00	\$8,576.10
137F	12"x8" PVC WYE	1	EACH	\$5,175.00	\$5,175.00		\$0.00	1.00	\$5,175.00
137G	12"x6" PVC WYE	4	EACH	\$4,442.00	\$17,768.00		\$0.00	4.00	\$17,768.00
137H	GRANULAR FOUNDATION MATERIAL	140	TON	\$16.00	\$2,240.00		\$0.00	198.35	\$3,173.60
	SECTION 2C: FIRE STATION IMPROVEMENTS								
143	REMOVE CONCRETE DRIVEWAY/WALK-INTERIOR	225	SQ FT	\$0.40	\$90.00		\$0.00	152.00	\$60.80
144	REMOVE CONCRETE DRIVEWAY/WALK-EXTERIOR	4,270	SQ FT	\$0.40	\$1,708.00		\$0.00	4,270.00	\$1,708.00
145	TEMPORARY DUST CONTAINMENT SYSTEM	1	LUMP SUM	\$2,350.00	\$2,350.00		\$0.00	0.50	\$1,175.00
146	8" CONCRETE PAVEMENT - INTERIOR	280	SQ FT	\$10.90	\$3,052.00		\$0.00	152.00	\$1,656.80
147	8" CONCRETE PAVEMENT - EXTERIOR	4,425	SQ FT	\$5.55	\$24,558.75		\$0.00	4,284.00	\$23,776.20
148	EPOXY SEAL INTERIOR CONCRETE	1	LUMP SUM	\$1,000.00	\$1,000.00		\$0.00	0.00	\$0.00
	SECTION 3: STORMWATER REUSE								
149	REMOVE CONCRETE CURB & GUTTER	75	LIN FT	\$2.75	\$206.25		\$0.00	63.00	\$173.25
150	REMOVE CONCRETE WALK/DRIVEWAY	25	SQ FT	\$0.60	\$15.00		\$0.00	0.00	\$0.00
151	SALVAGE & REINSTALL CHAIN LINK FENCE	290	LIN FT	\$6.50	\$1,885.00		\$0.00	455.00	\$2,957.50
152	FURNISH AND INSTALL NEW FENCE POSTS	30	EACH	\$73.00	\$2,190.00	12	\$876.00	46.00	\$3,358.00
153	BITUMINOUS PATCH	100	SQ YD	\$34.00	\$3,400.00		\$0.00	78.00	\$2,652.00
154	SITE GRADING	1	LUMP SUM	\$3,000.00	\$3,000.00		\$0.00	1.00	\$3,000.00
155	GRANULAR BORROW (LV)	30	CU YD	\$15.00	\$450.00		\$0.00	0.00	\$0.00
156	AGG LIME	30	TON	\$40.00	\$1,200.00		\$0.00	59.32	\$2,372.80
157	CONCRETE CURB & GUTTER DES B618	75	LIN FT	\$18.85	\$1,413.75		\$0.00	63.00	\$1,187.55
158	WET WELL CONSTRUCTION	1	LUMP SUM	\$8,486.00	\$8,486.00		\$0.00	0.80	\$6,788.80
159	PUMPING EQUIPMENT AND CONTROLS	1	ALLOWANCE	\$70,000.00	\$70,000.00		\$0.00	0.00	\$0.00
160	INSTALLATION OF PUMPING EQUIPMENT AND CONTROLS	1	LUMP SUM	\$6,000.00	\$6,000.00		\$0.00	0.00	\$0.00
161	6" CONCRETE EQUIPMENT SLAB	50	SQ FT	\$7.50	\$375.00		\$0.00	99.00	\$742.50
162	4" PERF TP DRAINTILE	17	LIN FT	\$6.00	\$102.00		\$0.00	0.00	\$0.00
163	6" BLACK VINYL COATED CHAIN LINK FENCE	82	LIN FT	\$40.30	\$3,304.60		\$0.00	0.00	\$0.00
164	12' WIDE CHAIN LINK DOUBLE GATE	1	EACH	\$1,000.00	\$1,000.00		\$0.00	0.00	\$0.00
165	8" PVC C900 PIPE	20	LIN FT	\$50.00	\$1,000.00		\$0.00	17.00	\$850.00
166	CONNECT TO EX. 6" HDPE AT TANK	1	EACH	\$622.00	\$622.00		\$0.00	1.00	\$622.00
167	8" GATE VALVE	1	EACH	\$1,575.00	\$1,575.00		\$0.00	1.00	\$1,575.00
168	15" RC PIPE SEWER DESIGN 3006 CLASS V	17	LIN FT	\$32.00	\$544.00		\$0.00	7.00	\$224.00
169	12" HDPE STORM SEWER	20	LIN FT	\$22.25	\$445.00		\$0.00	18.00	\$400.50
170	15" HDPE STORM SEWER	16	LIN FT	\$30.00	\$480.00		\$0.00	17.00	\$510.00
171	24" HDPE STORM SEWER	15	LIN FT	\$41.00	\$615.00		\$0.00	9.00	\$369.00
172	30" HDPE STORM SEWER	534	LIN FT	\$43.00	\$22,962.00		\$0.00	528.00	\$22,704.00
173	CONSTRUCT DRAINAGE STRUC DES R-1 (2'X3')	3.8	LIN FT	\$245.00	\$931.00		\$0.00	4.10	\$1,004.50
174	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	4.0	LIN FT	\$247.00	\$988.00		\$0.00	3.30	\$815.10
175	CONSTRUCT DRAINAGE STRUCTURE DES 48-4022	6.5	LIN FT	\$291.00	\$1,891.50		\$0.00	6.00	\$1,746.00
176	CONSTRUCT DRAINAGE STRUCTURE DES 60-4020	9.9	LIN FT	\$429.00	\$4,247.10		\$0.00	10.30	\$4,418.70
177	CONSTRUCT DRAINAGE STRUCTURE DES 60-4022	9.2	LIN FT	\$373.00	\$3,431.60		\$0.00	8.60	\$3,207.80
178	CONSTRUCT DRAINAGE STRUCTURE DES 66-4020	11.8	LIN FT	\$516.00	\$6,088.80		\$0.00	11.50	\$5,934.00
179	CASTING ASSEMBLY	8	EACH	\$665.00	\$5,320.00		\$0.00	8.00	\$5,320.00
180	CONNECT INTO EXISTING STORM SEWER	1	EACH	\$311.00	\$311.00		\$0.00	1.00	\$311.00
181	SILT FENCE, TYPE MACHINE SLICED	900	LIN FT	\$1.40	\$1,260.00		\$0.00	216.00	\$302.40
182	STORM DRAIN INLET PROTECTION	5	EACH	\$110.00	\$550.00		\$0.00	4.00	\$440.00
183	HYDROMULCH TYPE 5 W/ SEED MIX 270, FERTILIZER	2,435	SQ YD	\$1.75	\$4,261.25		\$0.00	2,059.00	\$3,603.25
184	ROCK CONSTRUCTION ENTRANCE	1.0	EACH	\$1,390.00	\$1,390.00		\$0.00	0.00	\$0.00
184A	2" PVC SCH.40 CONDUIT	20.0	LIN FT	\$5.50	\$110.00		\$0.00	0.00	\$0.00
C.O.-4	DELETE PUMPING EQUIPMENT & CONTROLS	1	ALLOWANCE	-\$70,000.00	-\$70,000.00		\$0.00	0.00	\$0.00
	SECTION 4: MAIN STREET TRAIL								
185	TRAFFIC CONTROL	1	LUMP SUM	\$3,000.00	\$3,000.00		\$0.00	1.00	\$3,000.00
186	REMOVE BITUMINOUS PAVEMENT	130	SQ FT	\$1.75	\$227.50		\$0.00	0.00	\$0.00
187	REMOVE CONCRETE SIDEWALK	50	SQ FT	\$1.75	\$87.50		\$0.00	0.00	\$0.00
188	REMOVE CONCRETE CURB & GUTTER	60	LIN FT	\$2.50	\$150.00		\$0.00	0.00	\$0.00
189	SAWCUT BITUMINOUS (FULL DEPTH)	20	LIN FT	\$4.00	\$80.00		\$0.00	9.00	\$36.00
190	COMMON EXCAVATION (P)	65	CU YD	\$23.00	\$1,495.00		\$0.00	65.00	\$1,495.00
191	TRUNCATED DOME	52	SQ FT	\$40.55	\$2,108.60		\$0.00	16.00	\$648.80
192	CONCRETE CURB & GUTTER DES B618	60	LIN FT	\$18.85	\$1,131.00		\$0.00	0.00	\$0.00
193	6" CONCRETE PEDESTRIAN RAMP	175	SQ FT	\$6.65	\$1,163.75		\$0.00	104.30	\$693.60
194	BITUMINOUS TRAIL PATCH	10	SQ YD	\$40.00	\$400.00		\$0.00	0.00	\$0.00
195	3" TYPE SP 9.5 BITUMINOUS TRAIL PAVEMENT	260	SQ YD	\$25.50	\$6,630.00		\$0.00	275.00	\$7,012.50
196	CONCRETE BLOCK RETAINING WALL	920	SQ FT	\$39.50	\$36,340.00		\$0.00	849.00	\$33,535.50
197	FENCE DESIGN SPECIAL	170	LIN FT	\$108.00	\$18,360.00		\$0.00	162.00	\$17,496.00

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 to Date (B x E)
						Quantity this App.	Amount this App. (B x D)		
198	CONCRETE CRADLE OVER STORM SEWER	1	LUMP SUM	\$935.00	\$935.00		\$0.00	1.00	\$935.00
199	CONNECT DRAINTILE TO EXISTING STORM SEWER	2	EACH	\$465.00	\$930.00		\$0.00	0.00	\$0.00
200	SILT FENCE, TYPE PREASSEMBLED	210	LIN FT	\$2.25	\$472.50		\$0.00	184.00	\$414.00
201	STORM DRAIN INLET PROTECTION	2	EACH	\$110.00	\$220.00		\$0.00	2.00	\$220.00
202	SOD TYPE LAWN	100	SQ YD	\$3.75	\$375.00		\$0.00	140.80	\$528.00
203	SANDBAG BARRIER	30	LIN FT	\$5.25	\$157.50		\$0.00	0.00	\$0.00
204	HYDROMULCH TYPE 5 W/ SEED MIX 270, FERTILIZER	170	SQ YD	\$1.75	\$297.50		\$0.00	0.00	\$0.00
205	CROSSWALK MARKING - EPOXY	130	SQ FT	\$9.00	\$1,170.00		\$0.00	0.00	\$0.00
CO-1	RETAINING WALL RECONSTRUCT		LUMP SUM	\$16,338.00	\$0.00		\$0.00	1.00	\$16,338.00
CO-6	FENCE MODIFICATIONS		LUMP SUM	\$2,676.80	\$0.00		\$0.00	1.00	\$2,676.80
SECTION 5: INTERLAKEN 4TH ADDITION									
206	TRAFFIC CONTROL	1	LUMP SUM	\$2,975.00	\$2,975.00		\$0.00	1.00	\$2,975.00
207	SITE GRADING FOR CONCRETE SIDEWALK CONSTRUCTION	1	LUMP SUM	\$7,500.00	\$7,500.00		\$0.00	1.00	\$7,500.00
208	BITUMINOUS PATCH	150	SQ YD	\$30.00	\$4,500.00		\$0.00	88.00	\$2,640.00
209	BITUMINOUS CRACK FILLING	3,140	LIN FT	\$1.50	\$4,710.00		\$0.00	1,848.00	\$2,772.00
210	TYPE SP 9.5 BITUMINOUS LEVELING COURSE	430	TON	\$75.20	\$32,336.00		\$0.00	263.73	\$19,832.50
211	1-1/2" BITUMINOUS WEAR COURSE	1,850	TON	\$64.00	\$118,400.00		\$0.00	1,828.13	\$117,000.32
212	ADJUST FRAME AND RING CASTING (DUCTILE IRON RING INSERT)	25	EACH	\$180.00	\$4,500.00		\$0.00	38.00	\$6,840.00
213	ADJUST FRAME AND RING CASTING (REMOVE BIT, ADJUST CASTING, PATCH BIT)	15	EACH	\$185.00	\$2,775.00		\$0.00	2.00	\$370.00
214	CHIMNEY SEAL	15	EACH	\$230.00	\$3,450.00		\$0.00	0.00	\$0.00
215	ADJUST VALVE BOX	35	EACH	\$135.00	\$4,725.00		\$0.00	35.00	\$4,725.00
216	CONCRETE PEDESTRIAN RAMP	525	SQ FT	\$6.65	\$3,491.25		\$0.00	282.00	\$1,875.30
217	TRUNCATED DOME	72	SQ FT	\$38.00	\$2,736.00		\$0.00	40.00	\$1,520.00
218	4" CONCRETE WALK	5,475	SQ FT	\$3.15	\$17,246.25		\$0.00	5,148.00	\$16,216.20
219	3" BITUMINOUS TRAIL	35	SQ YD	\$40.00	\$1,400.00		\$0.00	0.00	\$0.00
220	REMOVE AND REPLACE 6" CONCRETE DRIVEWAY APRON	110	SQ FT	\$15.00	\$1,650.00		\$0.00	0.00	\$0.00
221	REMOVE AND REPLACE CONCRETE CURB AND GUTTER	1,100	LIN FT	\$16.35	\$17,985.00		\$0.00	1,366.00	\$22,334.10
222	SAWCUT CONCRETE CURB	200	EACH	\$10.00	\$2,000.00		\$0.00	70.00	\$700.00
223	STORM DRAIN INLET PROTECTION	7	EACH	\$110.00	\$770.00		\$0.00	0.00	\$0.00
224	HYDROMULCH TYPE 5 W/ SEED MIX 270 AND FERT TYPE 3	1,560	SQ YD	\$1.75	\$2,730.00		\$0.00	63.00	\$110.25
225	4" SOLID LINE YELLOW-EPOXY	225	LIN FT	\$4.50	\$1,012.50	255	\$1,147.50	255.00	\$1,147.50
226	CROSSWALK MARKING-EPOXY	190	SQ FT	\$9.00	\$1,710.00		\$0.00	0.00	\$0.00
SECTION 6: PARK IMPROVEMENTS									
227	REMOVE CULVERT PIPE	20	LIN FT	\$3.55	\$71.00		\$0.00	0.00	\$0.00
228	REMOVE BITUMINOUS TRAIL	75	SQ FT	\$3.55	\$266.25		\$0.00	0.00	\$0.00
229	COMMON EXCAVATION (P)	2,200	CU YD	\$7.75	\$17,050.00		\$0.00	2,200.00	\$17,050.00
230	HAUL AND PLACE CITY FURNISHED GRANULAR BORROW (LV)	1,000	CU YD	\$9.35	\$9,350.00		\$0.00	1,000.00	\$9,350.00
231	FURNISH AND PLACE GRANULAR BORROW (LV)	990	CU YD	\$17.25	\$17,077.50		\$0.00	408.50	\$7,046.63
232	AGGREGATE BASE CLASS 5	695	TON	\$25.25	\$17,548.75		\$0.00	718.07	\$18,131.27
233	1.5" TYPE SP 9.5 WEARING COURSE	175	TON	\$77.00	\$13,475.00		\$0.00	218.05	\$16,789.85
234	3" TYPE SP 9.5 NON WEAR COURSE	350	TON	\$66.90	\$23,415.00		\$0.00	349.57	\$23,386.23
235	ACRYLIC SURFACING AND COURT STRIPING	1	LUMP SUM	\$10,870.00	\$10,870.00		\$0.00	1.00	\$10,870.00
236	10' BLACK VINYL COATED CHAIN LINK FENCE	460	LIN FT	\$42.50	\$19,550.00		\$0.00	460.00	\$19,550.00
237	4' GATE - CHAIN LINK FENCE	2	EACH	\$820.00	\$1,640.00		\$0.00	2.00	\$1,640.00
238	TENNIS BACKBOARD	1	LUMP SUM	\$4,832.00	\$4,832.00		\$0.00	1.00	\$4,832.00
239	TENNIS NET (EDWARDS MODEL 30LS) AND POST SYSTEM (EDWARDS MODEL CLASSIC ROUND 3", BLACK)	2	EACH	\$2,525.00	\$5,050.00		\$0.00	2.00	\$5,050.00
240	BASKETBALL GOAL SYSTEM	2	EACH	\$3,950.00	\$7,900.00		\$0.00	2.00	\$7,900.00
241	4" PERFORATED DRAINTILE	925	LIN FT	\$5.85	\$5,411.25		\$0.00	919.00	\$5,376.15
242	12" HDPE STORM SEWER	64	LIN FT	\$30.00	\$1,920.00		\$0.00	87.50	\$2,625.00
243	CATCH BASIN DESIGN G	4	LIN FT	\$248.00	\$992.00		\$0.00	3.50	\$868.00
244	LOWER MANHOLE AND CONVERT TO CATCH BASIN	1	EACH	\$315.00	\$315.00		\$0.00	1.00	\$315.00
245	CONNECT TO EXISTING STRUCTURE	1	EACH	\$315.00	\$315.00		\$0.00	2.00	\$630.00
246	CASTING ASSEMBLY	2	EACH	\$668.00	\$1,336.00		\$0.00	1.00	\$668.00
247	4" CONCRETE WALK	470	SQ FT	\$3.25	\$1,527.50		\$0.00	441.00	\$1,433.25
248	3" TYPE SP 9.5 BITUMINOUS TRAIL	365	SQ YD	\$23.00	\$8,395.00		\$0.00	330.00	\$7,590.00
249	PLAY AREA CONCRETE CURB	305	LIN FT	\$6.90	\$2,104.50		\$0.00	284.00	\$1,959.60
250	SIGN PANELS TYPE SPECIAL	2	EACH	\$275.00	\$550.00		\$0.00	2.00	\$550.00
251	PARK AND STREET BENCH (PILOT ROCK, MODEL NO. B92/CB-6SS, BLACK)	3	EACH	\$1,592.00	\$4,776.00		\$0.00	3.00	\$4,776.00
252	TRASH RECEPTACLE (PILOT ROCK, MODEL NO. CN-M3601-FT, BLACK)	5	EACH	\$1,471.00	\$7,355.00		\$0.00	5.00	\$7,355.00
253	PICNIC TABLE (PILOT ROCK, MODEL NO. XT/G-6AL, 6' ALUMINUM, AA)	2	EACH	\$1,165.00	\$2,330.00		\$0.00	2.00	\$2,330.00
254	SILT FENCE, TYPE MACHINE SLICED	585	LIN FT	\$2.05	\$1,199.25		\$0.00	556.00	\$1,139.80
255	STORM DRAIN INLET PROTECTION	6	EACH	\$110.00	\$660.00		\$0.00	3.00	\$330.00
256	EROSION CONTROL BLANKET CAT. 2, SEED MIX 270, AND FERTILIZER	2,900	SQ YD	\$1.40	\$4,060.00		\$0.00	0.00	\$0.00
257	ROCK CONSTRUCTION ENTRANCE	1	EACH	\$765.00	\$765.00		\$0.00	0.00	\$0.00
258	4" SOLID LINE YELLOW-EPOXY	535	LIN FT	\$4.50	\$2,407.50		\$0.00	0.00	\$0.00
259	PAVT MSSG (HANDICAP SYMBOL) EPOXY	2	EACH	\$225.00	\$450.00		\$0.00	0.00	\$0.00
				TOTALS:	\$1,988,053.60		\$21,682.40		\$1,902,198.66

MINNESOTA • REVENUE

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number: 0-526-033-984
 Submitted Date and Time: 1-Feb-2016 3:33:55 PM
 Legal Name: CHARD TILING & EXCAVATING INC
 Federal Employer ID: 41-1378307
 User Who Submitted: challenger1
 Type of Request Submitted: Contractor Affidavit

Affidavit Summary

Affidavit Number: 2137604096
 Minnesota ID: 5875813
 Project Owner: CITY OF WACONIA
 Project Number: C12.106944
 Project Begin Date: 01-May-2014
 Project End Date: 18-Jan-2016
 Project Location: WACONIA, MN
 Project Amount: \$1,988,053.60

Subcontractor Summary

Name	ID	Affidavit Number
VILLAGE GREEN LANDSCAPES	4179918	1505869824
UPPER MIDWEST ATHLETIC CONSTRUCTION	3598333	42614784
CENTURY FENCE COMPANY	8678834	86196224
TMS COMPANIES, INC	2903649	2026192896
CASTLE ROCK CONTRACTING & TREE SERVICE	9925969	1791606784
FAHRNER ASPHALT SEALERS, LLC	8753003	1992933376
SAFETY SIGNS, LLC	5139558	1849507840

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

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MINNESOTA • REVENUE

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-777-929-792
Submitted Date and Time:	28-Jan-2016 4:06:29 PM
Legal Name:	SAFETY SIGNS LLC
Federal Employer ID:	41-1991774
User Who Submitted:	sue blanchard
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1849507840
Minnesota ID:	5139558
Project Owner:	CITY OF WACONIA
Project Number:	NA
Project Begin Date:	27-May-2014
Project End Date:	22-Oct-2014
Project Location:	CITY OF WACONIA 2014 INFRASTRUCTURE IMPROVEMENTS
Project Amount:	\$26,370.00
Subcontractors:	No Subcontractors

Important Messages

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Contact Us

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14-07

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Date: 1/18/2016

The undersigned acknowledges receipt of the sum of \$3,734.69

CHECK ONLY ONE

- 1. as partial payment for labor, skill and materials furnished
- 2. as payment for all labor, skill and materials furnished or to be furnished (except the sum of _____ retainage or holdback)
- 3. as full and final payment for all labor, skill and materials furnished or to be furnished

to the following described real property: (legal description, street address or project name)

Commonly known as: **2014 Infrastructure Improvement Project
City of Waconia, MN**

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's lien against said real property for labor, skill or material furnished to said real property and/or to file a claim against any bond issued for the protection of subcontractors and/or suppliers in relation to this project (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.

PLEASE RETURN ORIGINAL TO:

**Chard Tilling & Excavating, Inc.
26239 State Highway 25
Belle Plaine, MN 56011**

**Failure to sign and return will result
in delays on subsequent payments.**

Safety Signs LLC

(company name)

By: [Signature]
(signature)

Its: President
(title)

Lakeville Mn
(address)

MINNESOTA · REVENUE

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-762-502-720
Submitted Date and Time:	12-Jan-2016 11:25:59 AM
Legal Name:	FAHRNER ASPHALT SEALERS LLC
Federal Employer ID:	11-3804531
User Who Submitted:	8753003
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1992933376
Minnesota ID:	8753003
Project Owner:	CITY OF WACONIA
Project Number:	14-07
Project Begin Date:	25-Jun-2014
Project End Date:	14-Jul-2014
Project Location:	WACONIA
Project Amount:	\$3,625.20
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

Please [print this page](#) for your records using the print or save functionality built into your browser.

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Date: 12/15/2016

The undersigned acknowledges receipt of the sum of \$72.51

CHECK ONLY ONE

- 1. as partial payment for labor, skill and materials furnished
- 2. as payment for all labor, skill and materials furnished or to be furnished (except the sum of _____ retainage or holdback)
- 3. as full and final payment for all labor, skill and materials furnished or to be furnished
once check is received.

to the following described real property: (legal description, street address or project name)

Commonly known as: **2014 Infrastructure Improvement Project
City of Waconia, MN**

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's lien against said real property for labor, skill or material furnished to said real property and/or to file a claim against any bond issued for the protection of subcontractors and/or suppliers in relation to this project (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.

PLEASE RETURN ORIGINAL TO:

**Chard Tiling & Excavating, Inc.
26239 State Highway 25
Belle Plaine, MN 56011**

**Failure to sign and return will result
in delays on subsequent payments.**

Fahrner Asphalt Sealers, LLC.

(company name)

By: *Christina L.*

(signature)

Its: *SECRETARY*

(title)

14615 US Hwy 12 W

(address)

E. Co. (11/15/2016)

MINNESOTA • REVENUE

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number: 0-399-099-968
 Submitted Date and Time: 6-Jan-2016 4:28:55 PM
 Legal Name: CASTLE CONTRACTING & TREE SRVC LLC
 Federal Employer ID: 26-4178035
 User Who Submitted: CastleRock
 Type of Request Submitted: Contractor Affidavit

Affidavit Summary

Affidavit Number: 1791606784
 Minnesota ID: 9925969
 Project Owner: CITY OF WACONIA
 Project Number: 2014 INFRASTRUCTURE IMP.
 Project Begin Date: 16-Jun-2014
 Project End Date: 06-Jun-2015
 Project Location: WACONIA
 Project Amount: \$3,000.00
 Subcontractors: No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

Please [print this page](#) for your records using the print or save functionality built into your browser.

WELCOME TO THE MNDOR WEBSITE

Contractor Affidavit Submitted



Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number: 1-567-000-640
 Submitted Date and Time: 5-Jan-2016 8:21:23 PM
 Legal Name: T.M. SCHMIDT CONSTRUCTION, INC.
 Federal Employer ID: 46-2054313
 User Who Submitted: tmschmidt
 Type of Request Submitted: Contractor Affidavit

Affidavit Summary

Affidavit Number: 2026192896
 Minnesota ID: 2903649
 Project Owner: CITY OF WACONIA
 Project Number: 12345
 Project Begin Date: 01-Aug-2014
 Project End Date: 31-Dec-2014
 Project Location: WACONIA
 Project Amount: \$45,120.50
 Subcontractors: No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

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How to View and Print this Request

You can see copies of your requests by going to the History Tab, or by clicking the link below. To Print or email a copy of this confirmation page, click one of the buttons below.

[Click here to go to the History Tab](#)

[Contact Us](#) [About Us](#) [Taxpayer Rights](#) [Other Language](#) [Privacy & Security](#) [Use of Information](#) [Link Policy](#)
[Minnesota.gov](#) [Fraud Alert](#) [Site Help](#) [Related Sites](#) [Careers](#)

DEC. 16. 2015 7:00AM

NO. 083 P. 2
14-07

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Date: 12/15/2015

The undersigned acknowledges receipt of the sum of \$902.41

CHECK ONLY ONE

- 1. as partial payment for labor, skill and materials furnished
- 2. as payment for all labor, skill and materials furnished or to be furnished (except the sum of _____ retainage or holdback)
- 3. as full and final payment for all labor, skill and materials furnished or to be furnished

to the following described real property: (legal description, street address or project name)

Commonly known as: **2014 Infrastructure Improvement Project
City of Waconia, MN**

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's lien against said real property for labor, skill or material furnished to said real property and/or to file a claim against any bond issued for the protection of subcontractors and/or suppliers in relation to this project (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.

PLEASE RETURN ORIGINAL TO:

**Chard Tiling & Excavating, Inc.
26239 State Highway 25
Belle Plaine, MN 56011**

**Failure to sign and return will result
in delays on subsequent payments.**

TMS Companies, INC.
(company name)

By: [Signature]
(signature)

Its: [Signature]
(title)

5990 Mendota Lake Ln
(address)

Prior Lake MN 55572

MINNESOTA · REVENUE

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-703-800-896
Submitted Date and Time:	22-Dec-2015 9:31:10 AM
Legal Name:	CENTURY FENCE COMPANY
Federal Employer ID:	39-0203700
User Who Submitted:	CENTFENCE
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	86196224
Minnesota ID:	8678834
Project Owner:	CITY OF WACONIA
Project Number:	2014 INFRASTRUCTURE
Project Begin Date:	01-Jul-2014
Project End Date:	10-Oct-2014
Project Location:	WACONIA
Project Amount:	\$36,631.55
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

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Please [print this page](#) for your records using the print or save functionality built into your browser.

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Date: 12/21/2015

The undersigned acknowledges receipt of the sum of \$6,843.68

CHECK ONLY ONE

- 1. as partial payment for labor, skill and materials furnished
- 2. as payment for all labor, skill and materials furnished or to be furnished (except the sum of _____ retainage or holdback)
- 3. as full and final payment for all labor, skill and materials furnished or to be furnished

to the following described real property: (legal description, street address or project name)

Commonly known as: **2014 Infrastructure Improvement Project
City of Waconia, MN**

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's lien against said real property for labor, skill or material furnished to said real property and/or to file a claim against any bond issued for the protection of subcontractors and/or suppliers in relation to this project (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

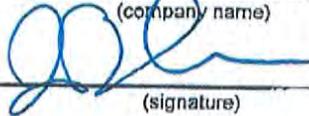
NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.

PLEASE RETURN ORIGINAL TO:

**Chard Tiling & Excavating, Inc.
26239 State Highway 25
Belle Plaine, MN 56011**

**Failure to sign and return will result
in delays on subsequent payments.**

Century Fence Company
(company name)

By: 
(signature)

Its: Branch Manager
(title)

PO Box 277
(address)

Forest Lake, MN 55025

MINNESOTA REVENUE

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number: 1-674-293-312
Submitted Date and Time: 16-Dec-2015 8:30:47 AM
Legal Name: BLACKTOP REPAIR SRVC INC
Federal Employer ID: 41-1554559
User Who Submitted: blacktop
Type of Request Submitted: Contractor Affidavit

(Upper Midwest)

Affidavit Summary

Affidavit Number: 42614784
Minnesota ID: 3598333
Project Owner: CITY OF WACONIA
Project Number: 14-07
Project Begin Date: 16-Jun-2014
Project End Date: 08-Oct-2014
Project Location: WACONIA MN
Project Amount: \$48,312.00
Subcontractors: No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

Please [print this page](#) for your records using the print or save functionality built into your browser.

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Date: 12/15/2015

The undersigned acknowledges receipt of the sum of \$966.24

CHECK ONLY ONE

- 1. as partial payment for labor, skill and materials furnished
- 2. as payment for all labor, skill and materials furnished or to be furnished (except the sum of _____ retainage or holdback)
- 3. as full and final payment for all labor, skill and materials furnished or to be furnished

to the following described real property: (legal description, street address or project name)

Commonly known as: **2014 Infrastructure Improvement Project
City of Waconia, MN**

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's lien against said real property for labor, skill or material furnished to said real property and/or to file a claim against any bond issued for the protection of subcontractors and/or suppliers in relation to this project (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.

PLEASE RETURN ORIGINAL TO:

**Chard Tiling & Excavating, Inc.
26239 State Highway 25
Belle Plaine, MN 56011**

**Failure to sign and return will result
in delays on subsequent payments.**

Upper Midwest Athletic Construction

(company name)

By: [Signature]
(signature)

Its: Office Manager
(title)

16340 Hawthorn Blvd
(address)

Anoka, MN 55303

MINNESOTA REVENUE

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number: 0-968-732-736
Submitted Date and Time: 16-Dec-2015 10:17:17 AM
Legal Name: VILLAGE GREEN LAWN MTNC & LNDSC INC
Federal Employer ID: 41-1933240
User Who Submitted: snowplow
Type of Request Submitted: Contractor Affidavit

Affidavit Summary

Affidavit Number: 1505869824
Minnesota ID: 4179918
Project Owner: CITY OF WACONIA
Project Number: 14-07
Project Begin Date: 01-Jul-2014
Project End Date: 30-Jun-2015
Project Location: WACONIA
Project Amount: \$22,745.05
Subcontractors: No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

Please [print this page](#) for your records using the print or save functionality built into your browser.

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Date: 12/15/2015

The undersigned acknowledges receipt of the sum of \$322.26

CHECK ONLY ONE

- 1. as partial payment for labor, skill and materials furnished
- 2. as payment for all labor, skill and materials furnished or to be furnished (except the sum of _____ retainage or holdback)
- 3. as full and final payment for all labor, skill and materials furnished or to be furnished

to the following described real property: (legal description, street address or project name)

Commonly known as: **2014 Infrastructure Improvement Project
City of Waconia, MN**

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's lien against said real property for labor, skill or material furnished to said real property and/or to file a claim against any bond issued for the protection of subcontractors and/or suppliers in relation to this project (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.

PLEASE RETURN ORIGINAL TO:

**Chard Tiling & Excavating, Inc.
26239 State Highway 25
Belle Plaine, MN 56011**

Failure to sign and return will result in delays on subsequent payments.

Village Green Landscapes
(company name)

By: 
(signature)

Its: Landscape Manager
(title)

520 Front Ave
(address)

St Paul MN



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	February 16, 2016
Item Name:	Use of Streets/Trails for the 1 st Annual Miles of Smiles Color Splash 5K
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.)*

Authorization to use streets/trails for the 1st annual Miles of Smiles Color Splash 5K
EXPLANATION OF AGENDA ITEM *(Include a description of background, benefits, and recommendations.)*

The 1st annual Miles of Smiles Color Splash 5K is being developed by Madison Schochenmaier, a senior at Waconia High School in memory of Alexis Kretsch who was killed in an automobile accident July 9 of 2015. A flyer and 5K promotional info is attached.

Proceeds from registrations will be given as a scholarship in Lexi's name to Waconia High School Seniors.

The event is scheduled to take place starting at 8am Saturday, April 2 at the Waconia High School, and utilize the Brook Peterson Park trail system, Pond Curve neighborhood streets, and high school and middle school grounds. The run will not involve the closure of any streets, and Carver County Explorers will be monitoring road crossings. (see attached map for route and monitored road crossings)

- In addition;
- Ridgeview Sports Medicine will also be on hand for any assistance with injuries
 - All color/splash stations will occur on school property, and will not affect City trails or streets.
 - Notification to Pond Curve residents prior to the event will be done personally by Madison who lives in the neighborhood.
 - A full clean-up crew of volunteers will walk the course after its completion to pick up any litter

Another 5K event, starting at 10am, is taking place in Waconia the same day, which will cause no course conflicts. Each event should be able to proceed successfully.

Staff recommends authorizing the use of streets/trail for the April 2, 2015 1st Annual Miles of Smiles Color Splash 5K

<p>FINANCIAL IMPLICATIONS:</p> <p>Funding Sources & Uses:</p> <hr/> <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>
---	---

FIRST ANNUAL

2016 COLOR & SPLASH 5 MILES of SMILES

ALEXIS KRETSCH SCHOLARSHIP FUND



Lexi was taken from us way to soon in a tragic car accident this past July. She was an outstanding student, athlete and more importantly a fantastic person. Her compassion, dedication and smile were some of her best qualities. This run is to honor her and inspire others to always remember to **SMILE!**

PROCEEDS FROM THE RACE GO TO THE ALEXIS KRETSCH SCHOLARSHIP FUND - AWARDED TO A 2016 WACONIA HIGH SCHOOL SENIOR.

WACONIA HIGH SCHOOL
1400 COMMUNITY DRIVE WACONIA

ENTRY FEE
Includes T-shirt - Race Bag and More!

SAT 4/2

\$30

Online
Registration
Available

SCHEDULE
7:00-8:00AM CHECK-IN
8:00AM FUN RUN/WALK

REGISTER ONLINE AT
www.raceentry.com/race-reviews/miles-of-smiles

SPONSORSHIPS ALSO AVAILABLE -
milesOfSmilesAlexisKretsch@gmail.com

WWW.ALEXISKRETSCHSCHOLARSHIPFUND.WEBLY.COM



December 24, 2015

To Whom It May Concern:

The students of Waconia High School, along with the citizens of Waconia and the surrounding areas have been heartbroken with the recent deaths of several Waconia High School students within the last year. One of these students, a friend of mine Alexis Kretsch, was killed in a tragic car accident, caused by an inattentive driver. She left a lasting memory with me and several other students. As part of my distracted driving campaign for FCCLA, we are holding the first annual Color Splash – Miles of Smiles 5K Run in celebration of Lexi's colorful life.

Lexi "Smiley" Kretsch was a standout athlete at Waconia, exceling in both softball and volleyball. Her off season was spent doing countless hours of training to make herself the best athlete she could be. Lexi was driven by her compassionate heart and an unmatched focus to help others. She was planning to continue this same path after high school, where she wanted to become a pediatric nurse. Her giving spirit continued even after the tragedy of her death, as her organs were donated to save many lives.

Alexis made an impact in my life, so I wanted to give back and do something to honor her. Lexi had a contagious smile, loved life, her family and friends. The 1st Annual Color Splash – Miles of Smiles 5K Run will be held on April 2, 2016. The goal of the run is to develop an annual scholarship fund for Waconia High School Seniors in her name.

In order to support the run, we are seeking corporate and private donations to offset the costs of the run. The run is being developed to draw as many runners to the city, our athletic community, and is being coordinating with the school and school grounds.

Please review the attached sponsorship opportunity for this event. Thank you for your time.

Sincerely,

Madison Schochenmaier
Waconia High School Senior – Class of 2016



SPONSORSHIP OPPORTUNITIES:

SMILE	DEDICATION	LEADERSHIP	COMPASSION
Sponsor Level – \$5,000 Includes Sponsor Name on all Banners, Shirts, Marketing, Mile Signs and Special Recognition the Day of Event	Sponsor Level – \$2,500 - \$4,999 Includes Sponsor Name on all Banners, Shirts, Marketing and Special Recognition the Day of Event	Sponsor Level – \$1,000 - \$2,499 Includes Sponsor Name on Shirts, Marketing and Special Recognition the Day of Event	Sponsor Level – \$500 - \$999 Includes Sponsor Name on Marketing and Special Recognition the Day of the Event

All sponsors will have names printed in the brochure that is handed out to all participants and attendees at the event.

RACE INFORMATION:

The event is scheduled for April 2, 2016. The Color Splash – Miles of Smiles 5K is a race that provides color splashes at each 1K interval throughout the course. The race course will be located around the Waconia High School and Middle School campus.

For more details, registration or on-line sponsorship, please visit:
<https://www.raceentry.com/race-reviews/miles-of-smiles>

SPONSORSHIP DETAILS:

All donations, both corporate and personal, are tax deductible under the Community Foundation for Carver County. The Alexis Kretsch Scholarship Fund will provide each sponsor a donation receipt. For specific questions or details, please contact Ross Schochenmaier at (612) 269-7644 or via email at miles.of.smiles.waconia@gmail.com.



Donation to the Alexis Kretsch Scholarship Fund

Name of Organization or Donating Party: _____

Address, City State and ZIP: _____

Contact Name: _____

Contact E-Mail: _____

Contact Phone Number: _____

Form of Payment: Cash: _____ Check: _____

Donation Amount: \$ _____

Sponsor Signature: _____ Date: _____

All donations, both corporate and personal, are tax deductible under the Community Foundation for Carver County. The Alexis Kretsch Scholarship Fund will provide each sponsor a donation receipt. For specific questions or details, please contact Ross Schochenmaier at (612) 269-7644 or via email at miles.of.smiles.waconia@gmail.com

Donations can be mailed to: **Make checks out to and Mail to:**
The Community Foundation of
Carver County
1707 Fountain Lane
Waconia, MN 55387

Miles of Smiles 5K- Color Splash

Cost: \$30.00

Race Category:

- Age 13 - 17
- Age 18 - 29
- Age 30 - 40
- Age 41 - 50
- Age 51 - 60
- Age 61+

First Name: _____

Last Name: _____

Email Address: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Country: _____

Phone Number: _____

Birth Date: ____ / ____ / ____

Gender: Male or Female

Emergency Contact Name: _____

Emergency Contact Phone: _____

Shirt Size: (Circle One)

XS S M L XL XXL

Signature of Participant: _____

Date: _____

We have partnered with The Community Foundation of Carver County (TCFCC) to make this race non-profit. **Please make checks payable to TCFCC.**

Mail check and registration form to:
TCFCC c/o Jennifer Kretsch
1707 Fountain Lane
Waconia, MN 55387

https://gis.co.carver.mn.us/Waconia/GIS/ Waconia GIS

File Edit View Favorites Tools Help

Suggested Sites Web Slice Gallery

City Of Waconia GIS v1.0

Locate Address, PID, or Street Help

Basemaps

Carver Co Explorers stationed at circled intersections for traffic control

WACONIA TOWNSHIP CITY OF WACONIA

10

Pond Ln

Length: 2.96 mi

BROOK PETERSON PARK/LIONS SKATE PARK

Community Center

Draw and Measure

Search Results 1000 ft 400 m

11:54 AM 2/2/2016



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	February 16, 2016
Item Name:	Request for Use of Streets/Parade Permit: Lake Waconia Band Festival
Originating Department:	Administration
Presented by:	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.)

Motion to Approve Parade Permit/Use of Streets for the Lake Waconia Band Festival on Saturday, June 18, 2016, and Parade Permit/Use of Streets for Dress Rehearsal on June 8th, 2016.

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

The City has received a request from the organizers of the Lake Waconia Band Festival for use of City streets and a parade permit for the 18th annual Lake Waconia Band Festival to be held on Saturday, June 18, 2016. Staging of the bands will begin at approximately 4:00 pm with the parade beginning at 6:00pm. The parade will last approximately 2.5 hours and will be one mile in length.

The request, as submitted, complies with all conditions imposed by the Council for previous years' events. Birch street will remain open at all times during staging and the event. There has been no change in the parade route. Affected businesses and residents will be provided notice in advance of the event. Volunteers will be positioned at each intersection to provide traffic control.

They have also asked permission to utilize the aluminum bleachers at Brooke Peterson Park. They would remove the bleachers from the Park on Friday, June 17 and return them on Sunday, June 19. This will assist with seating for spectators. The copy of the requests and parade event map are attached.

In addition to the festival to be held on the 18th, the band will conduct a dress rehearsal on June 8th. The festival organizers are requesting a parade permit/use of streets and closure between 4:00 pm and 8:00 pm. The streets to be used and marked closed are Pine Street between 2nd and 1st and 1st Street between Pine and Spruce. They are also in the process of reserving the use of City Square Park.

<p><i>FINANCIAL IMPLICATIONS:</i> Funding Sources & Uses: None</p> <p>Budget Information:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; border-bottom: 1px solid black;"></td> <td>Budgeted</td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td>Non Budgeted</td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td>Amendment Required</td> </tr> </table>		Budgeted		Non Budgeted		Amendment Required	<p><i>ADVISORY BOARD RECOMMENDATIONS:</i></p> <p>Planning Commission Parks and Recreation Board Safari Island Advisory Board Other</p>
	Budgeted						
	Non Budgeted						
	Amendment Required						



Lake Waconia Band Festival

1011 Stein Drive
Waconia, MN 55387

Marching Band Directors – John Pohland: jpohland@isd110.org – Phil Snyder:
psnyder@isd110.org – Megan Palmer: mpalmer@isd110.org – 952.442.0667
Festival Coordinator – Doug Parkinson: lakewaconiabandfestival@gmail.com 952.221.1287

January 27, 2016

Angel Smith
City of Waconia
201 S Vine Street
Waconia, MN 55387

Dear Angel,

Enclosed you will find our annual requests for a parade permits to the City Council. This includes this year's Lake Waconia Band Festival that is scheduled for Saturday, June 18. We would like to request a parade permit for June 8 for our annual Park Performance.

I will email you our signed request for utilizing the City's monument sign on Olive Street for the Festival.

If you have any questions, you are welcome to call me.

Thank you for your assistance with these requests.

Sincerely,

Doug Parkinson
Coordinator

Enclosures



Lake Waconia Band Festival

1011 Stein Drive
Waconia, MN 55387

Marching Band Directors – John Pohland: jpohland@isd110.org – Phil Snyder:
psnyder@isd110.org – Megan Palmer: mpalmer@isd110.org – 952.442.0667
Festival Coordinator – Doug Parkinson: lakewaconiabandfestival@gmail.com 952.221.1287

January 27, 2016

City of Waconia Mayor and Council Members
201 S Vine Street
Waconia, MN 55387

Dear Mayor and City Council Members,

We are excited to announce the **18th annual Lake Waconia Band Festival** on Saturday, June 18, 2016. We anticipate at least one dozen of the best high school marching bands in Minnesota to be participating in the bands-only parade.

With this announcement, we are writing to ask your permission for the necessary permits for the parade. As in past years, the parade begins at 6:00 pm and will continue to approximately 8:30 pm on a parade route of about one mile. The proposed route is identical to last year.

Bands will begin staging around 4:00 pm on the following streets – E 1st Street, E 2nd Street, E 3rd Street, S Spruce Street, S Orange Street and S Oak Street – see attached map from the 2014 Festival. We plan to canvass the homes on these streets ahead of time via a letter to inform them of the festival and staging of the bands in their neighborhood.

Bands will move to Main Street at 6:00 pm from Orange Street and continue west. The route continues west on Main Street past City Square Park and downtown area. The route turns left (south) on to Walnut Street at Bayview Elementary School and terminates at the end of Walnut Street; bands proceed into the fairgrounds where buses are parked and band members are given a free picnic supper. The awards ceremony is held at the fairgrounds at the conclusion of the parade.

As in previous years, the festival plans to use the shelter area at City Square Park for concessions. We will make contact with the appropriate City personnel to secure this facility for the day.

We are working with the Carver County Sheriff's Office, Waconia Fire Chief, Carver County Emergency Management, and Ridgeview Medical Center on an emergency plan for the festival. We will work closely with the Sheriff's department and City officials to coordinate traffic control plans for this event.

We will work closely with the following city staff for various needs –

- Angel Smith, assistant City Administrator, in crafting the letters to city residents and businesses regarding the staging areas and parade route along with the use of the monument sign
- Craig Sinclair, Parks & Recreation Director, in coordinating needs related to City Square Park and other parks and recreation needs
- Don Moldenhauer, Maintenance Supervisor-Streets, in coordinating needs related to usage of city street barricades and signage

Additional requests – as a part of the Waconia Band Boosters we would like to request a parade permit for a short segment of time on June 8 for our annual "Park Performance." This is the first show of the Marching Band to parents following band camp. The request is for the use of 1st Street between Pine and Spruce Streets between 5:30 pm and 7:00 pm on this evening.

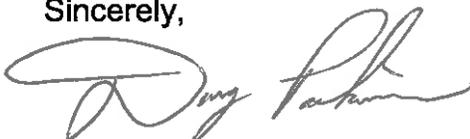
Finally, we would like to utilize City Square Park on this same evening for hosting the parents and marching band family members for this performance.

We are grateful to the each of you; Mayor, Council, and City of Waconia employees, for your support of the Festival and Marching Band activities each year.

The students that make up the Waconia Marching Band, the Waconia Band Boosters, John, Phil, Megan, and I thank you for considering our requests for these events.

If you have any questions, you are welcome to call and/or email any of us.

Sincerely,



Doug Parkinson
Coordinator

Lake Waconia



-  = Parade Route
-  = Band Staging Area
-  = Bus Route
-  = PERFORMANCE AREAS
-  = Portable Restrooms

- Bands must check in at the intersection of Birch & 2nd Streets
- Buses park at the Carver County Fairgrounds
- Food is available at City Square Park, Judging Area & Bayview Elementary



Map Design By:
www.studiowestdesigns.com



284



59



5

Lake Waconia Regional Park

Bayview Elementary School

JUDGING

CITY SQUARE PARK

START

Band Check-In

FINISH & AWARDS

FIRST AID

Bus Parking

Ridgeview Medical Center

Southview Elementary School



Trinity Lutheran Church

Waconia Parkway

Old Beach Ln.

Cherry St.

Walnut St.

Cedar St.

Lake St. W

Elm St.

Lake St. E

Maple St.

Olive St.

Elm St.

Pine St.

Spruce St.

Oak St.

Orange St.

Birch St.

Hazel St.

3rd St. W

3-1/2 St. W

4th St. W

5th St. W

3rd St.

4th St.

5th St.

2nd St.

3rd St.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	February 16, 2016				
Item Name:	Temp. On-Sale Liquor License – Waconia Brewing Company				
Originating Department:	Administration				
Presented by:	Susan MH Arntz, 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 No. 2016-46, Approving Temporary On-Sale Liquor License, Waconia Brewing Company

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

The City has also received an application for a temporary on-sale liquor license from Waconia Brewing Company to sell liquor on April 2, 2016 in conjunction with previously approved use of Municipal Parking Lots.

Sales and consumption of liquor will be limited to the tented area on April 2. Special care will need to be maintained during the event to ensure that the liquor doesn't leave the area.

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

**CITY OF WACONIA
RESOLUTION NO. 2016-46**

**RESOLUTION APPROVING TEMPORARY ON-SALE
LIQUOR LICENSE APPLICATION WACONIA BREWING COMPANY**

WHEREAS, An application for a temporary on-sale liquor license has been received in the Office of the City Administrator from Waconia Brewing Company for Saturday, April 2, 2016, in Municipal Lot 1, and

WHEREAS, Sale and consumption of alcoholic beverages will be limited to the tented area.

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Waconia hereby approves the temporary on-sale liquor license application of Waconia Brewing Company on April 2, 2016, contingent upon completion of all forms, payment of fees, receipt of certificates of insurance, and proof of compliance with state and local requirements.

Adopted by the City Council of the City of Waconia this 16th day of February 2016.

James P. Sanborn, Mayor

ATTEST: _____
Susan MH Arntz, City Administrator

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



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	February 16, 2016
Item Name:	Authorize Staff to Purchase Equipment Attachments From Lano Equipment in the Amount of \$40,017.50; CIP Project 2016-471
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
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RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED *(Include motion in proper format.)*

Adopt Resolution 2016-47; Authorize Staff to Purchase Equipment Attachments From Lano Equipment in the Amount of \$40,017.50; CIP Project 2016-471

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

As part of the 2016 Capital Improvement Equipment acquisition plan staff requested \$57,000.00 dollars to purchase certain equipment attachments which would allow staff to complete new varied maintenance activities and improve service delivery. The previously mentioned January 4, 2016 request for City Council action included attachments for Public Services two Bobcat skid loaders and the 5425 John Deere tractor.

Staff acquired pricing structure from Crysteel Equipment for purchase and installation of one Boss V-XT Power-V snow plow for the John Deere tractor. Costs for this equipment improvement were \$8,146.00, which staff moved forward on acquisition and installation with emphasis of utilizing the tractor for the trails within the community this present winter season. I will note, staff utilized the tractor and plow on our most recent storm, and found it to be very beneficial, allowing staff to be more responsive rather than waiting for one of the Bobcat Skid loaders completing work in the Downtown area.

Most recently staff acquired State Bid pricing for Bobcat attachments which will be utilized by all Public Services staff for maintenance and improvement projects throughout the community, and delivered in the table below.

Attachment & Uses	State Bid Price
84" Box Sweeper; utilized for cleaning small areas and corners, and asphalt milled areas within the streets	\$3,290.00
40" Asphalt Planner; utilized by staff for making street repairs, which should reduce time spent milling surfaces due to increased size	\$18,032.00
72" Mower; Used for mowing open spaces and boulevard areas within the community, and utilized by Public Services Bobcat Tool cat unit	\$3,426.50
96" Grader w/laser; Used for preparing finished surfaces for asphalt installation in trails & roadways, and blading of gravel alleys	\$15,269.00
Total Attachment Costs	\$40,017.50

Staff recommends approval of this City Council request for action allowing staff to order the equipment provided within the table above, with emphasis of having it available for maintenance and improvement projects throughout the summer season.

<p>FINANCIAL IMPLICATIONS:</p> <p>Funding Sources & Uses: Capital Equipment Cash</p>	<p>ADVISORY BOARD RECOMMENDATIONS:</p>
<p>Budget Information:</p> <p style="padding-left: 20px;"><input checked="" type="checkbox"/> Budgeted</p> <p style="padding-left: 20px;"><input type="checkbox"/> Non Budgeted</p> <p style="padding-left: 20px;"><input type="checkbox"/> Amendment Required</p>	<p>Planning Commission</p> <p>Parks and Recreation Board</p> <p>Safari Island Advisory Board</p> <p>Other</p>

**CITY OF WACONIA
RESOLUTION NO. 2016-47**

**RESOLUTION AUTHORIZING APPROVAL OF STAFF TO PURCHASE ATTACHMENTS
FROM LANO EQUIPMENT IN THE AMOUNT OF \$40,017.50; CIP PROJECT 2016-471**

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

WHEREAS, intent of these equipment attachment acquisitions is to reduce staff time and improve service delivery in varied areas of the community; and

WHEREAS, pricing for their acquisition is derived from the State Bid pricing process and provided by Lano Equipment as shown below; and

Attachments & Uses	State Bid Price
84” Box Sweeper; utilize for cleaning small areas and corners, and asphalt milled areas within the streets	\$3,290.00
40” Asphalt Planner; utilized by staff for making street repairs, which should reduce time spent milling surfaces due to increased size	\$18,032.00
72” Mower; Used for mowing open spaces and boulevard areas within the community, and utilized by Public Services Bobcat Tool Cat unit	\$3,426.50
96” Grader w/laser; Used for preparing finished surfaces for asphalt installation in trails & roadways, and blading of gravel alleys	\$15,269.00
Total Attachment Costs	\$40,017.50

WHEREAS, Lano Equipment of Norwood Young America provided State Bid pricing structure of \$40,017.50 and is very effective in service of our current Bobcat equipment and attachments.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of staff to purchase attachments from Lano Equipment in the amount of \$40,017.50; CIP Project 2016-471

Adopted by the City Council of the City of Waconia this 16th day of February, 2016.

James P. Sanborn, Mayor

Attest: _____
Susan MH Arntz, City Administrator

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



Product Quotation

Quotation Number: 21581D021809

Date: 2016-02-08 13:49:00

Ship to	Bobcat Dealer	Bill To
City of Waconia Waconia, MN 55387	Lano Equipment of Norwood, Norwood Young America, MN 1015 HWY 212 WEST P.O. BOX 299 NORWOOD YOUNG AMERICA, MN 55368-0299 Phone: (952) 467-2181 Fax: (952) 467-3259 Contact: Paul Lano Phone: 952-467-2181 Fax: 952-467-3259 Cellular: 9522373261 E Mail: paullano@lanoequipnya.com	City of Waconia Waconia, MN 55387

Description	Part No	Qty	Price Ea.	Total
84" Sweeper	7112646	1	\$4,723.00	\$4,723.00
Total of Items Quoted				\$4,723.00
Dealer P.D.I.				\$0.00
Freight Charges				\$0.00
Discount Minnesota State Bid dis				(\$1,433.00)
Quote Total - US dollars				\$3,290.00

Notes :

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes. Customer must exercise his purchase option within 30 days from quote date.

Customer Acceptance: _____ Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____ Date: _____

Finance Work Sheet



Product Quotation

Quotation Number: 21581D021807

Date: 2016-02-05 09:05:42

Ship to	Bobcat Dealer	Bill To
City of Waconia Waconia, MN 55387	Lano Equipment of Norwood, Norwood Young America, MN 1015 HWY 212 WEST P.O. BOX 299 NORWOOD YOUNG AMERICA, MN 55368-0299 Phone: (952) 467-2181 Fax: (952) 467-3259 Contact: Paul Lano Phone: 952-467-2181 Fax: 952-467-3259 Cellular: 9522373261 E Mail: paullano@lanoequipny.com	City of Waconia Waconia, MN 55387

Description	Part No	Qty	Price Ea.	Total
40" Planer, High Flow	6726632	1	\$26,535.00	\$26,535.00
Total of Items Quoted				\$26,535.00
Dealer P.D.I.				\$0.00
Freight Charges				\$0.00
Discount	Minnesota State Bid			(\$8,503.00)
Quote Total - US dollars				\$18,032.00

Notes :

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes. Customer must exercise his purchase option within 30 days from quote date.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____ Date: _____

Finance Work Sheet



Product Quotation

Quotation Number: 21581D021806

Date: 2016-02-05 09:01:39

Ship to	Bobcat Dealer	Bill To
City of Waconia Waconia, MN 55387	Lano Equipment of Norwood, Norwood Young America, MN 1015 HWY 212 WEST P.O. BOX 299 NORWOOD YOUNG AMERICA, MN 55368-0299 Phone: (952) 467-2181 Fax: (952) 467-3259 Contact: Paul Lano Phone: 952-467-2181 Fax: 952-467-3259 Cellular: 9522373261 E Mail: paullano@lanoequipny.com	City of Waconia Waconia, MN 55387

Description	Part No	Qty	Price Ea.	Total
72" Mower	7144850	1	\$5,145.00	\$5,145.00
Total of Items Quoted				\$5,145.00
Dealer P.D.I.				\$0.00
Freight Charges				\$0.00
Discount				(\$1,718.00)
Quote Total - US dollars				\$3,427.00

Notes :

STATE Bid → 3426.50
Program does even dollars only -

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes. Customer must exercise his purchase option within 30 days from quote date.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____ Date: _____

Finance Work Sheet



Product Quotation

Quotation Number: 21581D021804

Date: 2016-02-05 08:55:45

Ship to	Bobcat Dealer	Bill To
City of Waconia Waconia, MN 55387	Lano Equipment of Norwood, Norwood Young America, MN 1015 HWY 212 WEST P.O. BOX 299 NORWOOD YOUNG AMERICA, MN 55368-0299 Phone: (952) 467-2181 Fax: (952) 467-3259 Contact: Paul Lano Phone: 952-467-2181 Fax: 952-467-3259 Cellular: 9522373261 E Mail: paullano@lanoequipny.com	City of Waconia Waconia, MN 55387

Description	Part No	Qty	Price Ea.	Total
Grader, 96"	7160005	1	\$13,180.00	\$13,180.00
--- Laser Mounting Kit, BLR2 for GRDR96 and GRDR108	7177685	2	\$981.00	\$1,962.00
--- Laser Receiver, BLR2	7160486	2	\$1,940.00	\$3,880.00
--- Tripod	6688806	1	\$260.00	\$260.00
--- Trimble GL422N Laser Transmitter, Dual Slope	7275232	1	\$2,600.00	\$2,600.00
Total of Items Quoted			\$21,882.00	
Dealer P.D.I.			\$0.00	
Freight Charges			\$0.00	
Discount	Minnesota State Bid		(\$6,613.00)	
Quote Total - US dollars			\$15,269.00	

Notes :

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes. Customer must exercise his purchase option within 30 days from quote date.

Customer Acceptance: _____ **Purchase Order:** _____

Authorized Signature: _____

Print: _____ **Sign:** _____ **Date:** _____

Finance Work Sheet



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	February 16, 2016
Item Name:	Authorize Award of Storm Water Reuse Pump System Purchase to Xylem-Flowtronex in the Amount of \$85,360.00; 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"/>	Regular Session	<input type="checkbox"/>	Discussion Session	<input type="checkbox"/>
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RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED *(Include motion in proper format.)*

Adopt Resolution 2016-48; Authorize Award of Storm Water Reuse Pump System Purchase to Xylem-Flowtronex in the Amount of \$85,360.00; 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 pumping system must be acquired to supply reuse water to the approved distribution system.

The Xylem-Flowtronex system is somewhat similar to that acquired for the First Street Reuse Project. However, this system is somewhat different in design as it provides water to a much larger service area, which requires pumping variations to maintain adequate system pressure. Thus, the three-pump design with horsepower variations of 3 HP-7.5 HP- 25 HP, each being driven by variable speed drive units.

Bolton & Menk and City staff worked with Xylem-Flowtronex on the pump system design and equipment needs to meet parameters of delivering water that may be applied with large irrigation system heads down to drip systems place in small landscape areas. The cost of this system amounts to \$82,860.00 plus delivery charges of \$2,500.00; with a total acquisition cost of \$85,360.00.

The pump equipment acquisition is scheduled to be reimbursable funding cost through the Metropolitan Council Grant Funds.

Staff recommends approval of this request for City Council action allowing staff to meet project installation deadlines due to the build and delivery time frame of 10 to 12 weeks provided by Xylem-Flowtronex.

<p>FINANCIAL IMPLICATIONS:</p> <p>Funding Sources & Uses: Storm Water Cash</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. 2016-48**

**RESOLUTION AUTHORIZING APPROVAL OF STORM WATER REUSE PUMP SYSTEM
PURCHASE TO XYLEM-FLOWTRONEX IN THE AMOUNT OF \$85,360.00; 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 Trunk Highway Five storm water management the City chose irrigation as its means to meet said requirements; and

WHEREAS, needs to pump and meet irrigation demands of the proposed system staff worked to provide a fully comprehensive system; and

WHEREAS, Xylem-Flowtronex systems have been acquired previously for similar projects in the Waconia community; and

WHEREAS, the price of the comprehensive three-pump system including delivery amounts to \$85,360.00.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of storm water reuse pump system purchase to Xylem-Flowtronex in the amount of \$85,360.00; CIP Project 2015-415.

Adopted by the City Council of the City of Waconia this 16th day of February, 2016.

James P. Sanborn, Mayor

Attest: _____
Susan MH Arntz, City Administrator

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

Xylem- Flowtronex

Quotation: 53QJ13DV-U04-P01 (rev.1)

February 2, 2016

Customer:

All Bidders

Project:

Water Reuse System

Waconia, MN

Vertical Turbine Variable Speed Pump Station

Shipment: Lead time 10 to 12 weeks for standard equipment

Qty	Description
-----	-------------

1	Flowtronex model VWSP-400-3-80 (3HP, 7.5HP, 25HP) packaged variable speed pumping station rated for 400 GPM at 80 PSI at station discharge; 3600 RPM 460/3/60 full voltage, 27' 6" pump length (from top of slab to bottom of pump basket), submersible turbine pump shall have stainless shafting, water lubricated lineshaft bearings, stainless steel strainer.
---	---

Standard construction includes:

- **Steel discharge heads**
- 3 1/2" silicone filled pressure gauges
- Silent wafer check valves
- Individual grooved pump discharge isolation valves
- Stainless steel pressure transducer
- Aluminum skid and enclosure style "LT" (paint color Green)
- Heat exchanger
- Direct to metal paint process (3 Year warranty)
- Steel grit blast of all piping and structural members
- 3" Magnetic flow meter by Krohne
- 4" station discharge isolation valve
- 4" Auto flush filter by VAF Model V-500, 80micron rated
- Pump discharge pipe
- Station Discharge dogleg 4"FL x 6" FL

Controls include:

- U.L. listing of complete pump station
- U.L. listed NEMA 4 starter and aluminum control panel
- Short Circuit protection rating of 65KA
- 100 amp main disconnect

- Fused motor protection with complete control panel rated for 65KA Short Circuit Current Rating (SCCR)
- 30HP 460 volt variable frequency drive
- 7.5HP 460 volt variable frequency drive
- 3 HP 460 volt X/L starter
- **Flowtronex PACE pump station control software**
- Automatic Diagnostic Utility (ADU)
- Automatic Power Saver (APS)
- **Web enabled for remote monitoring and service – NO subscriber fees required**
- Automatic pump station pre-start prior to irrigation cycle.
- Re-flow calibration in case of pump faults.
- Pump station shut down if flow is out of pre-set parameters set by irrigation central.
- Lamp test function
- Individual run time monitoring
- First out fault indication
- **Automatic Ramp Up** feature (ARU) will slowly ramp up to design pressure (1 psig every 4 seconds) when filling lines when restarting after a shutdown or whenever pressure has substantially dropped

Safeties:

- VFD fault shutdown with auto restart
- Low discharge pressure with auto restart
- High discharge pressure with auto restart
- Low level shutdown with auto restart
- Phase failure, phase imbalance and low voltage protection
- VFD fault shutdown with auto restart
- Motor Space Heater
- Overload shutdown
- Individual motor phase failure, phase imbalance and low voltage protection
- Surge & lightning arrestor with total power dissipation of 82,500,000 VA Maximum clamping voltage - 1,500 volts (200a Pulse, 8*20 msec)

Color Touch Screen Interface, Nema 4 rated, 8 color 320x240 resolution for viewing

- Flow, real time, hourly, weekly and historical
- Discharge pressure set-point
- System pressure
- Pump station diagnostics
- Alarm status and alarm history
- Pump start and stop times
- Pump run times
- Operation registers
- Password protected

Additional Communication / Remote Monitoring Features;

- Pressure flow and alarms
- Fault notification
- Email and text notifications for alarm and fault notification

Price: \$82,860.00+ Freight and fuel service charge if applicable. Additional freight charges will be incurred in the case of ship early items.

Freight to job site: \$2,500.00

F.O.B. Dallas, Texas. Prices valid for 60 days from date of proposal unless otherwise noted. All pricing in U.S. dollars. February 2, 2016 DJ Varholy, Sales

**Price does not include taxes, installation or crane unless otherwise noted.
Freight charges are subject to change based on the rate in effect at the time of shipment**

Ordering Information

Please help us expedite your order by providing the following:

If a Purchase Order is issued please reference Proposal Number on the order.

Is The Sale Taxable?	Yes	No	If No Provide Tax Exemption Certificate
----------------------	-----	----	---

Accepted By Buyer: _____ Date: _____

Signature:	_____
Print Name:	_____
Title:	_____
Company:	_____
Address:	_____
City/State/Zip	_____
Contact Phone No:	_____
Email Address:	_____

Shipping Information

Requested Delivery Date: _____

Ship To:	_____
Address:	_____
City/State/Zip:	_____
Contact Name:	_____
Phone No:	_____
Email Address:	_____

After order is received and accepted at Flowtronex we will issue an order acknowledgement email.

**TERMS AND CONDITIONS OF SALE
FLOWTRONEX PSI LLC, a Division of Xylem Inc.
(DBA Flowtronex, Water Equipment Technology, A/C FirePumps, Bell & Gossett, and/or Goulds Pumps)**

Terms of Payment

The terms of payment shall be as stated herein unless otherwise specified and approved by the Controller.

2.0.1 **Net Cash 30 Days** from date of shipment from factory for all orders up to and including \$200,000 unless an existing contract or the customers credit worthiness require advance payments.

2.0.2 **Progress Payment** – For all orders exceeding \$200,000 progress payments as follows will apply:

2.0.2.1 (10% Minimum) Included with P.O.

2.0.2.2 (30% Minimum) amount included with approved submittals.

2.0.2.3 (30%) Amount due when buyout equipment is received at the factory.

2.0.2.4 (20%) Amount due when equipment is ready for shipment.

2.0.2.5 (10%) Amount due 30 days following shipment.

2.0.3 All payments shall be in US dollars and pro rata payments shall become due as shipments are made. If shipment is delayed by Purchaser, date of readiness for shipment shall be deemed to be date of shipment for payment purposes. If manufacture is delayed by Purchaser, a payment shall be made based on purchase price and percentage of completion, balance payable in accordance with the terms as stated.

If payments are not made in conformance with the terms stated herein, the contract price shall, without prejudice to the right of RCW Dallas to immediate payment, be increased by 1.5% per month on the unpaid balance but not to exceed the maximum amount permitted by law.

If at any time in the judgment of RCW Dallas, the Purchaser may be or may become unable or unwilling to meet the terms specified; RCW Dallas may require satisfactory assurances of required performance under the contract including partial or full payment as a condition to commencing or continuing manufacture or making shipment, or, if shipment has been made Flowtronex may recover the product from the carrier pending receipt of such assurances.

1. Agreement, Integration and Conflict of Terms. These terms and conditions, together with any special conditions expressly incorporated thereto in the quotation or sales form, are to govern any sale by Flowtronex PSI LLC. (d/b/a Flowtronex, Water Equipment Technology, A/C Firepumps, Bell & Gossett, and/or Goulds), a division of Xylem Inc. (“Seller”). This writing is an offer or counteroffer by Seller to sell the goods and/or services set forth on the quotation or sales form subject to these terms and conditions and is expressly made conditional on Buyer’s assent to these terms and conditions. Acceptance by Buyer is expressly limited to these terms and conditions. Any additional or different terms and conditions contained in Buyer’s purchase order or other communication shall not be effective or binding upon Seller unless specifically agreed to in writing by Seller; Seller hereby objects to any such conditions, and the failure of Seller to object to specific provisions contained in any purchase order or other communication from Buyer shall not be construed as a waiver of these terms and conditions nor an acceptance of any such provisions. Neither Seller’s commencement of performance nor delivery shall be deemed or construed as acceptance of Buyer’s additional or different terms and conditions.

Buyer agrees that these terms and conditions, together with any accompanying quotation and any special conditions or limited process guarantees or documents referred to or included within the quotation and expressly made a part of this agreement, (e.g., drawings, illustrations, specifications, or diagrams), is the complete and final agreement between the parties (“Agreement”). This Agreement supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties and, further, can only be altered, modified or amended with the express written consent of Seller.

2. Quotation, Withdrawal, Expiration. Quotes are valid for thirty (30) calendar days from the date of issuance. Seller reserves the right to cancel or withdraw the quotation at any time with or without notice or cause prior to acceptance by Buyer. There is no Agreement if any conditions specified within the quotation *or* sales form are not completed by Buyer to Seller’s satisfaction within thirty (30) calendar days of Seller’s acknowledgement in writing of an order. Seller nevertheless reserves its right to accept any contractual documents received from Buyer after this 30-day period.

3. Prices. Prices apply to the specific quantities stated on the quotation or sales form. Unless otherwise agreed to in writing by Seller, all prices are F.O.B. Seller's plant, and do not include transportation costs or charges relating to transportation, which costs and charges shall be solely the responsibility of Buyer. Prices include standard packing according to Seller's specifications. All costs and taxes for special packing requested by Buyer, including packing for exports, shall be paid by Buyer as an additional charge. Prices are subject to change without notice.

4. Taxes. The price for the goods does not include any applicable sales, use, excise, GST, VAT, or similar tax. Buyer shall have the responsibility for the payment of such taxes if applicable.

5. Payment Terms. Seller reserves the right to require payment in advance or C.O.D. and otherwise modify credit terms should Buyer's credit standing not meet Seller's acceptance. Unless different payment terms are expressly set forth in the quotation or sales form or order acknowledgment or Sales Policy Manual, goods will be invoiced upon shipment. Payment in full is due within thirty (30) days from the invoice date. In the event payment is not made when due, Buyer agrees to pay Seller a service or finance charge of the lesser of (i) one and one-half percent (1.5%) per month (18% per annum), or (ii) the highest rate permitted by applicable law, on the unpaid balance of the invoice from and after the invoice due date. Buyer is responsible for all costs and expenses associated with any checks returned due to insufficient funds. All credit sales are subject to prior approval of Seller's credit department. Export shipments will require payment prior to shipment or an appropriate Letter of Credit. If, during the performance of the contract with Buyer, the financial responsibility or condition of Buyer is such that Seller in good faith deems itself insecure, or if Buyer becomes insolvent, or if a material change in the ownership of Buyer occurs, or if Buyer fails to make any payments in accordance with the terms of its contract with Seller, then, in any such event, Seller is not obligated to continue performance under the contract and may stop goods in transit and defer or decline to make delivery of goods, except upon receipt of satisfactory security or cash payments in advance, or Seller may terminate the order upon written notice to Buyer without further obligation to Buyer whatsoever. If Buyer fails to make payments or fails to furnish security satisfactory to Seller, then Seller shall also have the right to enforce payment to the full contract price of the work completed and in process. Upon default by Buyer in payment when due, Buyer shall immediately pay to Seller the entire unpaid amounts for any and all shipments made to Buyer irrespective of the terms of said shipment and whether said shipments are made pursuant to this Agreement or any other contract of sale between Seller and Buyer, and Seller may withhold all subsequent shipments until the full amount is settled. Acceptance by Seller of less than full payment shall not be a waiver of any of its rights hereunder.

Buyer shall not assign or transfer this Agreement or any interest in it, or monies payable under it, without the written consent of Seller and any assignment made without such consent shall be null and void.

6. Delivery, Risk of Loss. Delivery dates are estimates, and time is not of the essence. All shipments will be made F.O.B. Seller's plant unless otherwise specified. Seller shall not be responsible to Buyer for any loss, whether direct, indirect, incidental or consequential in nature, including without limitation loss of profits, arising out of or relating to any failure of the goods to be delivered by the specified delivery date. In the absence of specific instructions, Seller will select the carrier. Upon delivery to the common carrier, title and the risk of loss for the material shall pass to Buyer. Buyer shall reimburse Seller for the additional cost of its performance resulting from inaccurate or lack of delivery instructions, or by any act or omission on Buyer's part. Any such additional cost may include, but is not limited to, storage, insurance, protection, re-inspection and delivery expenses. Buyer further agrees that any payment due on delivery shall be made on delivery into storage as though goods had been delivered in accordance with the order. If Buyer arranges shipment through a carrier of their choosing, Seller reserves the right to charge \$800/month or 1%/month of the order value, prorated, whichever is larger if Buyer doesn't pickup within 5 business days of being notified that the order is ready for pickup.

7. Warranty. For goods sold by Seller to Buyer that are used by Buyer for personal, family or household purposes, Seller warrants the goods to Buyer on the terms of Seller's limited warranty available on Seller's website. For goods sold by Seller to Buyer for any other purpose, Seller warrants that the goods sold to Buyer hereunder (with the exception of membranes, seals, gaskets, elastomer materials, coatings and other "wear parts" or consumables all of which are not warranted except as otherwise provided in the quotation or sales form) will be (i) be built in accordance with the specifications referred to in the quotation or sales form, if such specifications are expressly made a part of this Agreement, and (ii) free from defects in material and workmanship for a period of one (1) year from the date of installation or eighteen (18) months from the date of shipment (which date of shipment shall not be greater than thirty (30) days after receipt of notice that the goods are ready to ship), whichever shall occur first (the "Warranty").

Seller shall, at its option and at no cost to Buyer, either repair or replace any product which fails to conform with the Warranty; provided, however, that under either option, Seller shall not be obligated to remove the defective product or install the replaced or repaired product and Buyer shall be responsible for all other costs, including, but not limited to, service costs, shipping fees and expenses. Seller shall have complete discretion as to the method or means of repair or replacement. Buyer's failure to comply with Seller's repair or replacement directions shall constitute a waiver of its rights and render all warranties void. Any parts repaired or replaced under the Warranty are warranted only for the balance of the warranty period on the parts that were repaired or replaced. The Warranty is conditioned on Buyer giving written notice to Seller of any defects in material or workmanship of warranted goods within ten (10) days of the date when any defects are first manifest.

Seller shall have no warranty obligations to Buyer with respect to any product or parts of a product that: (a) have been repaired by third parties other than Seller or without Seller's written approval; (b) have been subject to misuse, misapplication, neglect, alteration, accident, or physical damage; (c) have been used in a manner contrary to Seller's instructions for installation, operation and maintenance; (d) have been damaged from ordinary wear and tear, corrosion, or chemical attack; (e) have been

damaged due to abnormal conditions, vibration, failure to properly prime, or operation without flow; (f) have been damaged due to a defective power supply or improper electrical protection; or (g) have been damaged resulting from the use of accessory equipment not sold by Seller or not approved by Seller in connection with products supplied by Seller hereunder. In any case of products not manufactured by Seller, there is no warranty from Seller; however, Seller will extend to Buyer any warranty received from Seller's supplier of such products.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO THE GOODS PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. BUYER'S EXCLUSIVE REMEDY AND SELLER'S AGGREGATE LIABILITY FOR BREACH OF ANY OF THE FOREGOING WARRANTIES ARE LIMITED TO REPAIRING OR REPLACING THE PRODUCT AND SHALL IN ALL CASES BE LIMITED TO THE AMOUNT PAID BY THE BUYER HEREUNDER. IN NO EVENT IS SELLER LIABLE FOR ANY OTHER FORM OF DAMAGES, WHETHER DIRECT, INDIRECT, LIQUIDATED, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY OR LOSS OF REPUTATION.

8. Inspection. Buyer shall have the right to inspect the goods upon their receipt. When delivery is to Buyer's site or to a project site ("Site"), Buyer shall notify Seller in writing of any nonconformity of the goods with this Agreement within three (3) days from receipt by Buyer. For all other deliveries, Buyer shall notify Seller in writing of any nonconformity with this Agreement within fourteen (14) days from receipt by Buyer. Failure to give such applicable notice shall constitute a waiver of Buyer's right to inspect and/or reject the goods for nonconformity and shall be equivalent to an irrevocable acceptance of the goods by Buyer. Claims for loss of or damage to goods in transit must be made to the carrier, and not to Seller.

9. Seller's Limitation of Liability. IN NO EVENT SHALL SELLER'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY BUYER UNDER THIS AGREEMENT. SELLER SHALL HAVE NO LIABILITY FOR LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY, LOSS OF REPUTATION, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES.

10. Force Majeure. Seller may cancel or suspend this Agreement and Seller shall have no liability for any failure to deliver or perform, or for any delay in delivering or performing any obligations, due to acts or omissions of Buyer and/or its contractors, or due to circumstances beyond its reasonable control, including but not limited to acts of God, fire, flood or other natural disasters, war and civil disturbance, riot, acts of governments, terrorism, disease, currency restrictions, labor shortages or disputes, unavailability of materials, fuel, power, energy or transportation facilities, failures of suppliers or subcontractors to effect deliveries, in which case the time for performance shall be extended in an amount equal to the excused period, provided that Seller shall have, as soon as reasonably practicable after it has actual knowledge of the beginning of any excusable delay, notified Buyer of such delay, of the reason therefor and of the probable duration and consequence thereof. Seller shall use its best efforts to eliminate the cause of the delay, interruption or cessation and to resume performance of its obligations hereunder with the least possible delay.

11. Cancellation. Except as otherwise provided in this Agreement, no order may be cancelled unless requested in writing by either party and accepted in writing by the other. In the event of a cancellation by Buyer, Buyer shall, within thirty (30) days of such cancellation, pay Seller a cancellation fee, which shall include all costs and expenses incurred by Seller prior to the receipt of the request for cancellation including, but not limited to, all commitments to its suppliers, subcontractors and others, all labor and overhead expended by Seller, plus a reasonable charge for profit.

Notwithstanding anything to the contrary herein, in the event of the commencement by or against Buyer of any voluntary or involuntary proceedings in bankruptcy or insolvency, or in the event Buyer shall be adjusted bankrupt, make a general assignment for the benefit of its creditors, or if a receiver shall be appointed on account of Buyer's insolvency, or if Buyer fails to make payment when due under this Agreement, or in the event Buyer does not correct or, if immediate correction is not possible, commence and diligently continue action to correct any default of Buyer to comply with any of the provisions or requirements of this Agreement within ten (10) calendar days after being notified in writing of such default by Seller, Seller may, by written notice to Buyer, without prejudice to any other rights or remedies which Seller may have, terminate its further performance of this Agreement. In the event of such termination, Seller shall be entitled to receive payment as if Buyer has cancelled the Agreement as per the preceding paragraph. Seller may nevertheless elect to complete its performance of this Agreement by any means it chooses. Buyer agrees to be responsible for any additional costs incurred by Seller in so doing.

Upon termination of this Agreement, the rights, obligations and liabilities of the parties which shall have arisen or been incurred under this Agreement prior to its termination shall survive such termination.

12. Drawings. All drawings are the property of Seller. Seller does not supply detailed or shop working drawings of the goods; however, Seller will supply necessary installation drawings. The drawings and bulletin illustrations submitted with Seller's quotation show general type, arrangement and approximate dimensions of the goods to be furnished for Buyer's information only and Seller makes no representation or warranty regarding their accuracy. Unless expressly stated to the contrary within the quotation or sales form, all drawings, illustrations, specifications or diagrams form no part of this Agreement. Seller reserves the right to alter such details in design or arrangement of its goods which, in its judgment, constitute an improvement in construction, application or operation. All engineering information necessary for installation of the goods shall be forwarded by Seller to upon Buyer's acceptance of this Agreement. After Buyer's acceptance of this Agreement, any changes in the type of goods, the arrangement of the goods, or application of the goods requested by Buyer will be made at Buyer's expense. Instructions necessary for installation, operating and maintenance will be supplied when the goods are shipped.

13. Proprietary Information, Injunction. Seller's designs, illustrations, drawings, specifications, technical data, catalogues, "know-how", economic or other business or manufacturing information (collectively "Proprietary Information") disclosed to Buyer shall be deemed proprietary and confidential to Seller. Buyer agrees not to disclose, use, or reproduce any Proprietary Information without first having obtained Seller's express written consent. Buyer's agreement to refrain from disclosing, using or reproducing Proprietary Information shall survive completion of the work under this Agreement. Buyer acknowledges that its improper disclosure of Proprietary Information to any third party will result in Seller's suffering irreparable harm. Seller may seek injunctive or equitable relief to prevent Buyer's unauthorized disclosure.

14. Installation and Start-up. Unless otherwise agreed to in writing by Seller, installation shall be the sole responsibility of Buyer. Where start-up service is required with respect to the goods purchased hereunder, it must be performed by Seller's authorized personnel or agents; otherwise, the Warranty is void. In the event Buyer has engaged Seller to provide an engineer for start-up supervision, such engineer will function in a supervisory capacity only and Seller shall have no responsibility for the quality of workmanship of the installation. In any event, Buyer understands and agrees that it shall furnish, at Buyer's expense, all necessary foundations, supplies, labor and facilities that might be required to install and operate the goods.

15. Specifications. Changes in specifications requested by Buyer are subject to approval in writing by Seller. In the event such changes are approved, the price for the goods and the delivery schedule shall be changed to reflect such changes.

16. Buyer Warranty. Buyer warrants the accuracy of any and all information relating to the details of its operating conditions, including temperatures, pressures, and where applicable, the nature of all hazardous materials. Seller can justifiably rely upon the accuracy of Buyer's information in its performance. Should Buyer's information prove inaccurate, Buyer agrees to reimburse Seller for any losses, liabilities, damages and expenses that Seller may have incurred as a result of any inaccurate information provided by Buyer to Seller.

17. Minimum Order. Seller reserves the right to refuse to process any order that does not meet quantity requirements that Seller may establish for any given product or group of products.

18. Quality Levels. Prices are based on quality levels commensurate with normal processing. If a different quality level is required, Buyer must specify its requirements, as approved in writing by Seller, and pay any additional costs that may be applicable.

19. GOVERNING LAW. THE TERMS OF THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF SELLER'S OFFICE TO WHICH THIS ORDER HAS BEEN SUBMITTED (WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAWS). THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.

20. Titles. The section titles are for reference only, and shall not limit or restrict the interpretation or construction of this Agreement.

21. Waiver. Seller's failure to insist, in any one or more instances, upon Buyer's performance of this Agreement, or to exercise any rights conferred, shall not constitute a waiver or relinquishment of any such right or right to insist upon Buyer's performance in any other regard.

22. Severability. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	February 16 th , 2016
Item Name:	Land Purchase and Exchange Agreement Between the City of Waconia and Hartman Communities, LLC
Originating Department:	Planning and Zoning
Presented by:	Lane Braaten, Community Development Director
Previous Council Action (if any):	September 21 st , 2015 – Directed Staff to Execute a Letter of Intent with Hartman Communities for Sale of the City Owned Property at 1150 Somerwood Drive.

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

Adopt Resolution 2016-49 Approving the Land Purchase and Exchange Agreement between the City of Waconia and Hartman Communities, LLC for the Property located at 1150 Somerwood Drive.

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

The City Council, at their regular meeting on September 21st, 2015, directed staff to execute of Letter of Intent with Hartman Communities, LLC for the sale of the City owned parcel located at 1150 Somerwood Drive. In summary, the Letter of Intent indicated a cash payment of \$350,000 and a property fee title transfer of the property located at 87 8th Street in exchange for the 1150 Somerwood Drive parcel. The approval indicated that any future Purchase Agreement between the City and Hartman Communities would be considered by the City Council at a future date.

City staff has prepared the attached Land Purchase and Exchange Agreement for consideration by the City Council to facilitate this transaction. If the Council determines the Land Purchase and Exchange Agreement acceptable staff would request adoption of the attached resolution.

ATTACHMENTS:

1. Location Map
2. Draft Resolution Approving the Land Purchase and Exchange Agreement
3. Draft Land Purchase and Exchange Agreement

FINANCIAL IMPLICATIONS:

Funding Sources & Uses:

Budget Information:

- Budgeted
- Non Budgeted
- Amendment Required

ADVISORY BOARD RECOMMENDATIONS:

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

CITY OF WACONIA
RESOLUTION NO. 2016-49

**RESOLUTION APPROVING LAND PURCHASE AND EXCHANGE AGREEMENT
BETWEEN CITY OF WACONIA AND HARTMAN COMMUNITIES, LLC**

WHEREAS, Hartman Communities, LLC (the “**Applicant**”) and the City of Waconia (the “**City**”) previously executed a Letter of Intent for the sale of the City owned property located at 1150 Somerwood Drive (the “**City Property**”); and

WHEREAS, the Letter of Intent identified a proposal to purchase the City Property for \$608,000, which included a cash payment of \$350,000 and title transfer of the property located at 87 8th Street in exchange for said parcel; and

WHEREAS, Hartman Communities, LLC currently owns the property located at 87 8th Street, Waconia, MN (the “**Hartman Property**”); and

WHEREAS, Hartman Communities, LLC has interest in obtaining the City Property and the City has interest in obtaining the Hartman Property; and

WHEREAS, the City finds that the Hartman Property in addition to \$350,000 is approximately equal in value to the City Property; and

WHEREAS, the City Council reviewed the Letter of Intent proposal at their regular meeting on September 21st, 2015 and directed staff to execute said document facilitating the land swap proposed by Hartman Communities, LLC; and

WHEREAS, pursuant to Minnesota Statutes §462.356, subd. 2, the City Council finds that the exchange of the Property has no relationship to the City’s comprehensive municipal plan and that the City may dispense with the requirements of §462.356, subd. 2, to the extent they apply; and

WHEREAS, City staff has prepared a proposed land exchange agreement regarding the land swap, a copy of which is attached as Exhibit A (the “**Land Purchase and Exchange Agreement**”);

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

1. The above recitals, including the findings contained therein, are incorporated into these resolutions.
2. The form of the Land Purchase and Exchange Agreement attached as Exhibit A and of the proposed documents attached to such document as exhibits are approved in substantially the form attached as Exhibit A, together with such

modifications thereof, deletions therefrom, and additions thereto as the City Administrator may deem appropriate.

3. The requirements of Minnesota Statutes §462.356, subd. 2, are dispensed with in regard to the exchange of the Property.
3. The Mayor and City Clerk are hereby authorized to execute, acknowledge and deliver the Land Purchase and Exchange Agreement and any other documents or instruments necessary or desirable to effectuate the transactions described in the Land Purchase and Exchange Agreement. In the event of the absence or disability of the Mayor or the City Clerk, such officers of the City as, in the opinion of the City Attorney may act on their behalf shall, without further act or authorization of the City Council, do all things and execute all instruments and documents required to be done or executed by such absent or disabled officers. The execution of any document or instrument by the appropriate officer or officers of the City authorized herein shall be conclusive evidence of the approval of such document or instrument in accordance with the terms of this resolution.

Passed and adopted by the City Council of the City of Waconia this 16th day of February, 2016.

James P. Sanborn, Mayor

ATTEST: _____
Susan MH Arntz, City Administrator

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

EXHIBIT A
Land Purchase and Exchange Agreement

LOCATION MAP



1. Hartman Property - 87 8th Street, Waconia MN

2. City Property - 1150 Somerwood Drive

LAND PURCHASE AND EXCHANGE AGREEMENT

This Land Purchase and Exchange Agreement (the “**Agreement**”) is dated February _____, 2016 (the “**Effective Date**”) and is between the CITY OF WACONIA, a municipal corporation under the laws of Minnesota (the “**City**”) and HARTMAN COMMUNITIES, LLC, a Minnesota limited liability company (“**Hartman**”). The Effective Date of this Agreement shall be the date on which this Agreement is fully executed by both parties to this Agreement. The last party executing this Agreement shall insert the Effective Date above and immediately deliver the fully executed Agreement to the other party.

RECITALS

A. The City holds fee title to the real property located in Carver County, Minnesota, described on attached Exhibit A, which consists of approximately 15.28 acres of land and has been assigned Property Tax Identification Number 75-315-0610 (the “**City Parcel**”).

B. Hartman holds fee title to the real property located in Carver County, Minnesota, described on attached Exhibit B, which consists of approximately 2.37 acres of land and has been assigned Property Tax Identification Number 75-370-0020 (the “**Hartman Parcel**”).

C. For purposes of this Agreement, any reference to “**Parcel**” shall mean the City Parcel or the Hartman Parcel, as the context requires, and any reference to “**Parcels**” shall mean, collectively, both the City Parcel and the Hartman Parcel.

D. Both Parcels are vacant land. There is no personal property.

E. The City and Hartman desire to enter into this Agreement for the purpose of exchanging between the parties the ownership of the Parcels, together with an additional cash payment of \$350,000 to be made by Hartman to the City in regard to Hartman’s acquisition of the City Parcel.

TERMS

In consideration of the mutual terms and obligations contained in this Agreement, the City and Hartman agree as follows:

1. EXCHANGE OF PROPERTY AND CASH PAYMENT

1.1 **City Parcel.** Subject to and in accordance with the terms and conditions of this Agreement, the City agrees to convey the City Parcel to Hartman and Hartman agrees to accept the City Parcel from the City. Such conveyance shall include all easements and rights benefiting or appurtenant to the City Parcel and shall be subject to Permitted Encumbrances as determined pursuant to Section 4.3 of this Agreement.

1.2 **Hartman Parcel.** Subject to and in accordance with the terms and conditions of this Agreement, Hartman agrees to convey the Hartman Parcel to the City and the City agrees to accept the Hartman Parcel from Hartman. Such conveyance shall

include all easements and rights benefiting or appurtenant to the Hartman Parcel and shall be subject to Permitted Encumbrances as determined pursuant to Section 4.3 of this Agreement.

1.3 **Additional Cash Payment by Hartman.** In addition to exchanging the Hartman Parcel for the City Parcel, Hartman agrees to pay the City the sum of \$350,000 as additional consideration for the City Parcel. Such payment shall be made as follows:

1.3.1. **Earnest Money.** Concurrent with the execution of this Agreement, Hartman shall deliver to the Title Company (defined below) earnest money of \$10,000 (the “**Earnest Money**”). The Earnest Money shall apply to the Closing Payment (defined below) due at Closing. The Earnest Money shall become non-refundable on the date that the City grants preliminary plat approval to Hartman for the City Parcel unless Hartman terminates this Agreement due to a default by the City, which termination is made in conformance with Section 9 below. In the event of such termination, each party shall sign a cancellation of this Agreement confirming its termination and Hartman shall be entitled to a full refund of the Earnest Money after signing such cancellation and delivering the same to the City. This subsection shall survive any termination of this Agreement.

1.3.2. **Closing Payment.** Hartman shall pay the City \$340,000 at Closing via wire transfer or with other certified funds (the “**Closing Payment**”).

1.4 **Exchange Simultaneous.** Subject to and in accordance with the terms and conditions of this Agreement, the parties agree the transfers described in Sections 1.1 and 1.2 above and the Closing Payment described in Section 1.3.2 above shall occur simultaneously at Closing.

2. **CLOSING AND POSSESSION**

The closing of the transaction contemplated by this Agreement (the “**Closing**”) shall occur on or before the day that is sixty (60) days after the City grants final plat approval to Hartman for the City Parcel, subject to extension to cure title matters pursuant to Section 4.3 (the “**Closing Date**”). The Closing shall take place at the offices of Title Company (defined in Section 4.1) in Waconia, Minnesota, on a date and at a time mutually agreed to by the parties (or if the parties do not agree, then at 1:00 p.m. on the 60th day following the final plat approval described above, or if such day falls on a weekend or holiday, then on the next business day). The City agrees to deliver possession of the City Parcel to Hartman on the Closing Date and Hartman agrees to deliver possession of the Hartman Parcel on the Closing Date. Further, Hartman shall make the Closing Payment to the City on the Closing Date. Under no circumstance shall the final plat for the City Parcel be recorded prior to Closing.

3. **CLOSING DOCUMENTS**

3.1 **The City’s Closing Documents.** On the Closing Date, the City shall execute and deliver the following to Hartman (the “**City’s Closing Documents**”):

- 3.1.1. **Limited Warranty Deed.** A limited warranty deed (the “**City Deed**”) conveying the City Parcel to Hartman free and clear of all encumbrances, except Permitted Encumbrances. The City Deed shall state that there are no wells on the City Parcel.
 - 3.1.2. **The City’s Affidavit.** An Affidavit of the City indicating that, on the Closing Date, there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving the City Parcel; that there has been no labor or material furnished to the City Parcel on behalf of the City for which payment has not been made or for which mechanics’ liens could be filed; and that there are no other unrecorded interests in the City Parcel of which the City is aware.
 - 3.1.3. **FIRPTA Affidavit.** A non-foreign person affidavit, properly executed and notarized, containing such information as is required by IRC Section 1445(b)(2) and its regulations.
 - 3.1.4. **Other Documents.** Such other documents as may be reasonable and necessary to complete the Closing and effectively transfer the City Parcel as requested by Hartman or the Title Company.
- 3.2 **Hartman’s Closing Documents.** On the Closing Date, Hartman will execute and deliver the following to the City (“**Hartman’s Closing Documents**”):
- 3.2.1. **Limited Warranty Deed.** A limited warranty deed (the “**Hartman Deed**”) conveying the Hartman Parcel to the City free and clear of all encumbrances, except Permitted Encumbrances. The Hartman Deed shall state that there are no wells on the Hartman Parcel.
 - 3.2.2. **Hartman’s Affidavit.** An Affidavit of Hartman indicating that, on the Closing Date, there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving the Hartman Parcel; that there has been no labor or material furnished to the Hartman Parcel for which payment has not been made or for which mechanics’ liens could be filed; and that there are no other unrecorded interests in the Hartman Parcel of which Hartman is aware.
 - 3.2.3. **FIRPTA Affidavit.** A non-foreign person affidavit, properly executed and notarized, containing such information as is required by IRC Section 1445(b)(2) and its regulations.
 - 3.2.4. **Closing Payment.** The balance of the purchase price of \$340,000 payable to the City as required by Section 1.3.2 above.
 - 3.2.5. **Other Documents.** Such other documents as may be reasonable and necessary to complete the Closing and effectively transfer the Hartman Parcel as requested by the City or the Title Company.

4. TITLE EXAMINATION

- 4.1 **Title Company.** The parties agree to use Title Mark, Waconia, Minnesota ("**Title Company**") to conduct the Closing.
- 4.2 **Title Evidence.** As quickly as reasonably possible after the Effective Date of this Agreement, but in no event later than ten (10) days after the Effective Date, each party shall deliver to the other party all of the following documents that are in such party's possession or control regarding its respective Parcel: abstract of title, copy of certificate of title (if applicable) and owner's title insurance policy (copy, if applicable). Each party, at its own selection and cost, shall then obtain any title services determined necessary or desirable by the party or that party's lender, if any, including but not limited to a survey, title search, title examination, abstracting, and title insurance commitment (the "**Title Evidence**"), within thirty (30) days after the Effective Date. Each party shall provide to the other party copies of all such documents promptly after they are received by the applicable party.
- 4.3 **Objections. Time to Cure. Termination.** Within twenty (20) days after receiving the last of the Title Evidence for the Parcel it is acquiring an interest in, but in no event later than sixty (60) days after the Effective Date, each party shall make any written objections it may have to the form or contents of the Title Evidence for such Parcel. Any matters not objected to within such period will be deemed "**Permitted Encumbrances**" for such Parcel. In addition, the items listed on attached Exhibit C shall be Permitted Encumbrances for the City Parcel and the items listed on Exhibit D shall be Permitted Encumbrances for the Hartman Parcel. If any party makes any objections, the other party will have the right and the obligation, for thirty (30) days after their receipt of the objections, to use commercially reasonable efforts to cure them, during which period the Closing will be postponed as necessary. Notwithstanding the above, no objection shall be made to an item that does not relate to the real property the party is receiving in the land exchange. Further, notwithstanding the above, tax liens, mortgages, deeds of trust and assignments of rent ("**Monetary Liens**") shall be deemed automatic objections that shall be removed at or before Closing by the party conveying the Parcel to which they pertain. If any objections (other than Monetary Liens) are not cured within the applicable thirty (30) day period, the party that raised the uncured objection(s) will have the option to either: i) terminate this Agreement; or ii) waive the uncured objection and proceed to Closing. If the party does not elect option i) within five (5) days after the end of the thirty (30) day period, the party will be deemed to have selected option ii). If this Agreement is terminated, both parties shall immediately sign a cancellation of this Agreement confirming its termination and the Earnest Money shall be immediately refunded to Hartman.

5. ALLOCATION OF COSTS

- 5.1 **Closing Fees.** The City and Hartman shall each pay one-half of the closing fee or charge imposed by Title Company, which shall be reasonable and customary.
- 5.2 **Deed Tax.** The City shall pay the state deed tax and ag fee due on the deed conveying the City Parcel and Hartman shall pay the deed tax and ag fee due on the deed conveying the Hartman Parcel.
- 5.3 **Recording Costs.** Each party shall pay its own cost of recording its own documents.
- 5.4 **Real Estate Taxes and Special Assessments.** Each party shall pay on the respective Parcel it is conveying all general real estate taxes due and payable in 2015 and prior years, if any. General real estate taxes due and payable in 2016 for each Parcel shall be prorated between the parties as of the Closing Date. Each party shall pay all special assessments pending or levied against its respective Parcel as of the Effective Date of this Agreement on or before Closing. All special assessments relating to a Parcel that first become pending after the Effective Date of this Agreement shall be assumed by the party receiving such Parcel. A party conveying a Parcel shall pay, on or before Closing, all tax penalties payable in the year of Closing and any so-called "green acres" or other deferred real property tax or annexation recovery fees.
- 5.5 **Other Fees.** Each party will pay its own attorneys', accountants' and consultants' fees, except as otherwise expressly provided herein to the contrary.

6. Representations and Warranties

- 6.1 **City's Authority.** The City represents and warrants that the City is a Minnesota municipal corporation and that the City Council of the City of Waconia has adopted a resolution authorizing the exchange of the City Parcel for the Hartman Parcel. No consent (not already obtained) of any member, manager, creditor, investor, judicial or administrative body, governmental or quasi-governmental authority or other third party is required for the City to enter into this Agreement and to consummate the transactions contemplated hereby.
- 6.2 **Hartman's Authority.** Hartman represents and warrants that it is a Minnesota limited liability company in good standing and that Hartman has all required authority to exchange the Hartman Parcel for the City Parcel. No consent (not already obtained) of any member, manager, creditor, investor, judicial or administrative body, governmental or quasi-governmental authority or other third party is required for Hartman to enter into this Agreement and to consummate the transactions contemplated hereby.
- 6.3 **Leases.** The City represents and warrants there are no leases or occupancy rights to the City Parcel. Hartman represents and warrants there are no leases or occupancy rights to the Hartman Parcel.

- 6.4 **No Other Rights.** The City represents and warrants that no one else has a purchase right, an option right or a right of first refusal regarding the City Parcel. Hartman represents and warrants that no one else has a purchase right, an option right or a right of first refusal regarding the Hartman Parcel.
- 6.5 **Litigation.** The City represents and warrants that, to the best of the City’s actual knowledge, there is no action, litigation, investigation, condemnation or proceeding of any kind pending or threatened against the City with respect to the City Parcel. Hartman represents and warrants that, to the best of the Hartman’s actual knowledge, there is no action, litigation, investigation, condemnation or proceeding of any kind pending or threatened against Hartman with respect to the Hartman Parcel.
- 6.6 **Hazardous Substances.** The City represents and warrants that, to the best of the City’s actual knowledge, no hazardous substances or materials are located on or under the City Parcel or have been located on or under the City Parcel. Hartman represents and warrants that, to the best of the Hartman’s actual knowledge, no hazardous substances or materials are located on or under the Hartman Parcel or have been located on or under the Hartman Parcel.
- 6.7 **Park Dedication Fees.** The City represents and warrants that no park fees or park dedication fees will be due in connection with the proposed development of the City Parcel for residential purposes.
- 6.8 **Moratorium.** The City represents and warrants that no general moratorium is in effect on the Effective Date that would prevent the proposed development of the City Parcel for residential purposes.

The representations and warranties of the City and Hartman in this Section 6 shall be true and correct as of the Effective Date and the Closing Date and shall survive the Closing for a period of twelve (12) months from the Closing.

7. DISCLOSURES

- 7.1 **Wells.** The City does not know of any “wells” on the City Parcel within the meaning of Minnesota Statutes Chapter 103I. Hartman does not know of any “wells” on the Hartman Parcel within the meaning of Minnesota Statutes Chapter 103I. These representations are intended to satisfy the requirements of such statute.
- 7.2 **Septic Systems.** The City does not know of any “individual sewage treatment system”, within the meaning of Minnesota Statute §115.55, on or serving the City Parcel. Hartman does not know of any “individual sewage treatment system”, within the meaning of Minnesota Statute §115.55, on or serving the Hartman Parcel. These representations are intended to satisfy the requirements of such statute.
- 7.3 **Tanks.** To the best of City’s actual knowledge, no aboveground or underground tanks as defined in Minn. Stats. §116.46 are located on or under the City Parcel or have been located on or under the City Parcel. To the best of Hartman’s actual

knowledge, no aboveground or underground tanks as defined in Minn. Stats. §116.46 are located on or under the Hartman Parcel or have been located on or under the Hartman Parcel.

- 7.4 **Methamphetamine Disclosure.** The City does not know of any methamphetamine production within the meaning of Minnesota Statute §152.0275, subd. 2(m) that has occurred on the City Parcel. Hartman does not know of any methamphetamine production within the meaning of Minnesota Statute §152.0275, subd. 2(m) that has occurred on the Hartman Parcel.
- 7.5 **Airport Regulations.** If airport zoning regulations affect either the City Parcel or the Hartman Parcel, a copy of those airport zoning regulations, as adopted, can be viewed or obtained at the office of the county recorder where such Parcel is located.

8. INSPECTIONS, EXAMINATIONS, APPROVALS AND CONDITION OF PARCELS

- 8.1 **Obligations Contingent on Satisfactory Due Diligence Examination.** Each party shall have until March 1, 2016 (the “**Due Diligence Period**”) to conduct such testing and inspections of the Parcel it is acquiring as the party desires including, but not limited to, a Phase I environmental assessment of the Parcel. All such testing and inspection shall be at the expense of the party conducting such testing or inspection. Further, during the Due Diligence Period each party may seek such approvals and financing as it may desire in regard to the Parcel it is acquiring. If prior to the end of the Due Diligence Period a party determines, for any reason, that it does not want to proceed with the transactions contemplated by this Agreement, that party shall have the right to terminate this Agreement by giving written notice of termination to the other party no later than the last day of the Due Diligence Period. If any party exercises its right to terminate this Agreement it shall, at its sole cost, promptly: i) restore the Parcel inspected or tested by the party to the same condition it was in prior to any environmental testing, inspection, and investigation; ii) send the other party courtesy copies of all studies and reports generated from any environmental assessments and testing done on the Parcel; and iii) execute a written termination of this Agreement to document the termination (which the other party shall also sign). If no party gives written notice of termination by the last day of the Due Diligence Period, then all rights to terminate this Agreement under this Section 8 shall be deemed forever waived. The obligations to restore property and provide courtesy copies of studies and reports shall survive any termination of this Agreement.
- 8.2 **“As-Is”.** Subject to its rights to assess, review, inspect, test and investigate pursuant to this Agreement, each party agrees it is accepting its interests in the Parcel it is receiving in the exchange (including specifically, without limitation, the environmental and geological condition of such Parcel) in an “AS-IS” and with “ALL FAULTS” condition. Each party further represents it has had an opportunity to determine that the Parcel it is acquiring an interest in is fit for the intended use of such Parcel.

8.3 **Understanding Regarding City Approvals.** Hartman acknowledges that any City approvals Hartman desires are subject to the City's existing ordinances, procedures and fees. Nothing herein obligates the City to provide any approval or to waive any fee.

9. **DEFAULT AND REMEDIES**

If any party defaults under this Agreement, this Agreement shall terminate thirty (30) days after written notice given by a party to the defaulting party specifying the default, if the defaulting party fails to cure such default within such thirty (30) day period. In lieu of terminating this Agreement, the non-defaulting party may maintain a suit for specific performance of this Agreement, provided such suit is commenced within six (6) months of the day when the applicable default first occurred. No party shall be liable for damages relating to a default under this Agreement, except that any party may recover damages for a breach of any representation or warranty of the other party under Section 6 or as allowed by Section 8 above. Notwithstanding anything to the contrary contained herein, however, neither party shall be liable to the other for consequential, special or exemplary damages.

10. **MISCELLANEOUS**

10.1 **Assignment.** The City may not assign this Agreement or its rights hereunder without the prior written consent of Hartman, which will not be unreasonably withheld, delayed or conditioned. Hartman may not assign this Agreement or its rights hereunder without the prior written consent of the City, which will not be unreasonably withheld, delayed or conditioned; provided, however, that Hartman may, without the consent of the City but upon written notice to the City at least five (5) business days prior to Closing, assign Hartman's rights hereunder to an entity either controlled by Hartman or under common control with Hartman. No assignment by Hartman shall relieve Hartman of its obligations under this Agreement including, but not limited to, Hartman's obligation to convey the Hartman Parcel and Hartman's obligation to pay the Closing Payment.

10.2 **Broker's Commissions.** The City and Hartman represent and warrant to each other that they have dealt with no brokers, finders or the like in connection with this transaction.

10.3 **Notices.** Any notice or other communication in connection with this Agreement shall be in writing and shall be sent by United States Certified Mail, return receipt requested, postage prepaid, by nationally recognized overnight courier guaranteeing next day delivery, by facsimile transmission, or by personal delivery, properly addressed as follows:

City:	Susan Arntz City Administrator City of Waconia 201 South Vine Street Waconia, MN 55387 Tel. No.: (952) 442-2184
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Fax No.: (952) 442-2135
Email: sarntz@waconia.org

with a copy to:

J. Michael Melchert
Melchert Hubert Sjodin, PLLP
121 West Main Street
Suite 200
Waconia, MN 55387-1023
Tel. No.: (952) 442-7788
Fax No.: (952) 442-6166
Email: jmmelchert@mhslaw.com

Hartman:

Hartman Communities, LLC
Terrance J. Hartman
Chief Manager and President
1750 Tower Blvd., #201
P.O. Box 65
Victoria, MN 55386
Tel. No.: (952) 368-4547
Fax No.: (952) 368-4546
Email: terry@hartmancommunities.com

with a copy to:

Gina Fox
Stinson Leonard Street LLP
150 South 5th Street, Suite 2300
Minneapolis, MN 55402
Tel. No.: (612) 335-1624
Fax No.: (612) 335-1657
Email: gina.fox@stinson.com

All notices shall be deemed given three (3) business days following deposit in the United States mail with respect to certified letters, one (1) business day following deposit if delivered to an overnight courier guaranteeing next day delivery and on the same day if sent by personal delivery or facsimile transmission (with proof of successful transmission). Attorneys for each party shall be authorized to give notices for each such party. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified.

10.4 **Recitals and Exhibits.** The Recitals set forth at the beginning of this Agreement and the Exhibits attached to this Agreement shall be deemed a part of this Agreement as if the terms and provisions of such recitals and exhibits were set forth in full in the body of this Agreement itself.

10.5 **Time of Essence.** Time is of the essence to this Agreement.

- 10.6 **Captions.** The section headings and captions appearing in this Agreement are for convenience only and are not to be considered in interpreting this Agreement.
- 10.7 **Entire Agreement; Modification.** This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Parcels. There are no oral agreements that change this Agreement and no waiver of any of its terms will be effective unless in a written document executed by all parties.
- 10.8 **Binding Effect.** This Agreement binds and benefits the parties and their successors and assigns.
- 10.9 **Controlling Law.** This Agreement has been made under the laws of the State of Minnesota, and such laws will control its interpretation.
- 10.10 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and which together shall constitute a single, integrated contract. A fax or a pdf copy of a signature will have the same legal effect as an original signature.

[Signature page follows.]

IN WITNESS WHEREOF, the City and Hartman have each executed this Agreement in their corporate names as of the dates set forth below.

City of Waconia

Date: _____

By: _____

James P. Sanborn
Its: Mayor

Date: _____

By: _____

Susan MH Arntz
Its: Clerk/City Administrator

Hartman Communities, LLC

Date: _____

By: _____

Terrance J. Hartman
Its: Chief Manager/President

EXHIBIT A

(Legal Description of the City Parcel)

Outlot A, Interlaken 4th Addition.

EXHIBIT B

(Legal Description of the Hartman Parcel)

Lot 2, Block 1, Pine Business Park.

EXHIBIT C

(City of Waconia Parcel Permitted Encumbrances)

Real estate taxes due and payable in 2016 and subsequent years, together with installments of special assessments payable therewith.

Building and zoning laws and ordinances, and State and Federal regulations.

Reservation of mineral rights, if any, by the State of Minnesota.

EXHIBIT D

(Hartman Parcel Permitted Encumbrances)

Real estate taxes due and payable in 2016 and subsequent years, together with installments of special assessments payable therewith.

Building and zoning laws and ordinances, and State and Federal regulations.

Reservation of mineral rights, if any, by the State of Minnesota.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	February 16, 2016				
Item Name:	Approve Surplus Equipment – Safari Island & Technology				
Originating Department:	Finance				
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 2016-50, Approving Surplus Equipment & Sale or Disposal – Safari Island & Technology

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

City staff has come across several pieces of equipment that are outdated and no longer in use in day to day operations. The list of equipment is as follows:

- Tube television
- 2 DVD players
- Cash register with drawer
- Projector (not functional)
- Overhead Projector
- Misc remote controls
- Sharp AR-M277 copier
- HP lazerjet 5 printer
- HP color lazerjet CP2025 printer
- Dell Precision T5400 Computer – Qty 4
- Dell Optiplex 740 Computer
- Dell Dimension 8400 Computer
- Compaq Proliant ML 350 Computer
- Panasonic CF28 Laptop
- Panasonic CF51 Laptop
- Dell Inspiron 1150 Laptop
- 2 Computer Monitors
- Dell Inspiron 2650 Laptop
- Dell Latitude D610 Laptop

Staff is recommending the declaration of these items as surplus equipment and requesting authorization to attempt to sell the DVD players and overhead projector to the highest bidder on GovDeals. Any proceeds received will be credited to the Safari Island operating fund. All other equipment will be disposed of at the Carver County recycling center.

<p><i>FINANCIAL IMPLICATIONS:</i></p> <p>Funding Sources & Uses: Safari Island Operating Fund (231)</p>	<p><i>ADVISORY BOARD RECOMMENDATIONS:</i></p>						
<p>Budget Information:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;"></td> <td style="text-align: center;">Budgeted</td> </tr> <tr> <td style="text-align: center;">X</td> <td style="text-align: center;">Non Budgeted</td> </tr> <tr> <td></td> <td style="text-align: center;">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. 2016-50**

**RESOLUTION APPROVING SURPLUS EQUIPMENT AND SALE OR DISPOSAL –
SAFARI ISLAND & TECHNOLOGY**

WHEREAS, City staff has compiled several pieces of equipment that is no longer in use in day to day operations; and

WHEREAS, the list of equipment is as follows; and

Tube television
2 DVD players
Cash register with drawer
Projector (not functional)
Overhead Projector
Misc remote controls
Sharp AR-M277 copier
HP lazerjet 5 printer
HP color lazerjet CP2025 printer
Dell Precision T5400 Computer – Qty 4
Dell Optiplex 740 Computer
Dell Dimension 8400 Computer
Compaq Proliant ML 350 Computer
Panasonic CF28 Laptop
Panasonic CF51 Laptop
Dell Inspiron 1150 Laptop
2 Computer Monitors
Dell Inspiron 2650 Laptop
Dell Latitude D610 Laptop

WHEREAS, funds received for the sale of the DVD players and overhead projector will be recognized in the Safari Island operating fund; and

WHEREAS, all other equipment will be disposed of at the Carver County Recycling Center.

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

Adopted by the City Council of Waconia, Minnesota this 16th day of February, 2016.

James P. Sanborn, Mayor

ATTEST: _____
Susan MH Arntz, City Administrator

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