

WACONIA CITY COUNCIL
MEETING AGENDA



MONDAY, AUGUST 1, 2016
6:00 P.M.

VISION STATEMENT

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

MISSION STATEMENT

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

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

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

PAGE NO.

- 6:00 P.M. 1. **CALL MEETING TO ORDER AND ROLL CALL**
2. **PLEDGE OF ALLIGIENCE**
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 July 11, 2016 City Council Meeting Minutes 1-6
 - 2) Authorize Payment of August 1, 2016 Expenditures..... 7-10
 - 3) Adopt a Motion Approving Pay Estimate No. 2 to EBI Drilling..... 11-14
 - 4) Adopt a Motion to Approve Pay Estimate No. 6 to Sunram Construction 15-18
 - 5) Adopt a Motion to Allow Use of Parking Lot – Craft Squared Event..... 19-21
 - 6) Adopt a Motion to Allow Use of Parking Lot for Waconia Brewing Co 22
 - 7) Adopt a Motion to Allow Use of Streets for Carver County Fair..... 23
 - 8) Adopt Resolution No. 2016-159, Accepting the Resignation of Firefighter 24-25
 - 9) Adopt Resolution No. 2016-160, Approving Surplus Equipment & Sale..... 26-27
 - 10) Adopt Resolution No. 2016-161, Authorize Construction Contract to Ellingson Co. 28-30
 - 11) Adopt Resolution No. 2016-162, Authorize Construction Contract with Peterson Co..... 31-33

12)	Adopt Resolution 2016-163, Authorize Public Service Director to Sign XCEL Underground Service Form.....	34-35
13)	Adopt Resolution 2016-164, Approving the REVISED Developer’s Agreement for the Waconia Public Schools High School Site	36-61
14)	Adopt Resolution 2016-165, Appointing Firefighters.....	62-63
15)	Adopt Ordinance 696, Opting Out of Temporary Family Health Care Dwellings.....	64-65

6. COUNCIL BUSINESS

1)	CSAH 110 Project Update.....	66
2)	Award Bid – Grandstand Project – To be distributed when available	67
3)	Amendment to CSAH Joint Powers Agreement – To be distributed when available	68

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: Proposed Work by Waconia HEROs Coalition
Review of Stormwater Reuse Charges and Operations
Review of Proposed RFP Process for Tax Forfeited Properties
Review of Art Donation

CALENDAR OF EVENTS/MEETINGS:

August 1	Monday	6:00 p.m.	City Council
August 1	Monday	After CC Mtg	Work Session
August 15	Monday	6:00 p.m.	City Council
August 15	Monday	After CC Mtg	Work Session: 2017 Preliminary Levy

CITY OF WACONIA
July 11, 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, Lynn Ayers, Charles Erickson, Marc Carrier.

Staff Present: Susan Arntz, Lane Braaten, Craig Eldred, Ann Meyerhoff, Nicole Lueck, Mike Melchert.

Visitors: Cathy Thom, James Mase, Duane Sawyer, Reed Winter, D. LaPlax, Mark & Diane Sullivan, Tracey Rust, Paul Tucci, Chuck & Judy Machtemes.

Pledge of Allegiance was led by Mayor Sanborn.

ADOPT AGENDA: Item #7 from the consent agenda was moved to Regular Business, Resolution 2016-157 was added to Consent agenda as well as Resolution 2016-158 was added to Regular Business and an update on the Grandstand was added to Staff reports. Motion by Erickson, seconded by Ayers to adopt the agenda as amended. All present voted aye. **MOTION CARRIED.**

VISTOR'S PRESENTATION: Reed Winter, 801 Cormorant Court came forward and expressed his dissatisfaction with the method of permit fee calculation used by the City.

ADOPT CONSENT AGENDA

- 1) Approve June 20, 2016 City Council Meeting Minutes.
- 2) Authorize Payment of July 11, 2016 Expenditures.
- 3) Motion to Approve Pay Estimate No. 11 to GMH Asphalt for the 2015 Infrastructure Improvement Project.
- 4) Motion to Approve Pay Estimate No. 3 to GMH Asphalt for the 2016 Infrastructure Improvement Project.
- 5) Motion to Approve Pay Estimate No. 12 to Park Construction for Trunk Highway 5 Improvement Project.
- 6) Motion to Approve Request for Lodging Tax Reimbursement.
- 7) Motion to Allow Use of Streets – More than Pink 5K.
- 8) Motion to Allow Use of Parks – Shape It Up Fitness.
- 9) Motion Approving Fees be Waived for Games played without Lights.
- 10) Adopt Resolution No. 2016-139, Approving Appointment of Deanna LaPlant as Maintenance Worker.
- 11) Adopt Resolution No. 2016-140, Approving Appointment of Ethan Nelson as Assistant Planner.
- 12) Adopt Resolution No. 2016-141, Approving Application for Exempt Permit, Church of St. Joseph.
- 13) Adopt Resolution No. 2016-142, Approving Performance Measures & Report.
- 14) Adopt Resolution No. 2016-143, Accepting Donation and Approving Pass Through Recommendation.
- 15) Adopt Resolution No. 2016-144, Approving Purchasing Conflict for Service.
- 16) Adopt Resolution No. 2016-145, Approving 2016 2nd Quarter Budget Amendments.
- 17) Adopt Resolution No. 2016-147, Approving Application for Exempt Permit Waconia Band Boosters.
- 18) Adopt Resolution No. 2016-155, Authorizing Memorandum of Understanding for Utility Easements, Right of Entry Easement and Acquisition of Property Regarding Drain Tile & Storm Sewer Installations.
- 19) Adopt Resolution No. 2016-154, Authorizing Memorandum of Understanding for Utility Easements, Right of Entry and Acquisition Regarding Drain Tile & Storm Sewer Installations.
- 20) Adopt Resolution No. 2016-153, Authorizing Approval of Construction Management Services & AIA Contract with Shaw Construction for Loins Field Grandstand Improvement Project.
- 21) Adopt Resolution 2016-148, Accepting the Resignation of Firefighter and Authorize Recruitment.
- 22) Adopt Resolution 2016-149, Approving the Stonegate 2nd Addition Final Plat Application.
- 23) Adopt Resolution 2016-151, Approving the Variance Request by Michael McLain.
- 24) Adopt Resolution 2016-156, Amendment 1 to Joint Powers Agreement for Corridor Improvement Associated with CSAH 110 and CSAH 10.
- 25) Adopt Resolution No. 2016-157, Supporting Grant Application for Carver County CDA for Trail's Edge Apartment Project.

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

CITY OF WACONIA
July 11, 2016

COUNCIL BUSINESS

Variance Request by Chuck & Judy Machtemes: Lane Braaten explained that the City has received a Variance Application from Chuck & Judy Machtemes (the “applicants”) to construct a 663 sq. ft. garage addition to the principal structure on the property located at 18 Point Drive. The variance is necessary as the applicant is proposing a 11.6 ft. front yard setback, a 9.5 ft. side yard setback and a proposed hardcover surface of 28.4% versus the 25 ft. front yard setback, the 10 ft. side yard setback and the 25% maximum hardcover allowed in the R-2, Single-Family Residential District and the Shoreland Overlay District.

Braaten went over the variance review criteria and variance analysis. He then said that the Planning Commission reviewed the Variance request at their regular meeting on Thursday, July 7th, 2016 and recommended approval via a 5-0 vote.

If the City Council approves the setback and hardcover surface variance submitted by Mr. and Mrs. Machtemes, the Planning Commission and City staff would recommend the approval upon the following conditions:

- 1) The home be constructed as proposed and as conditionally revised by the Planning Commission and City Council.
- 2) All applicable permits are applied for by the applicant with all supporting documentation and issued prior to the start of construction.
- 3) The applicant shall install stormwater improvements to mitigate the proposed impervious surface on the parcel. A final stormwater plan shall be reviewed and approved by City staff prior to the issuance of a building permit.
- 4) The existing lake side patio (231 sq. ft.) and the gravel drive (823 sq. ft.) shall be removed and no additional hardcover surface shall be allowed on the subject parcel without the submittal and approval of a variance through the City.

Motion by Bloudek, seconded by Carrier to Adopt Resolution No. 2016-150, Approving the Variance Request by Chuck and Judy Machtemes to construct a home addition at reduced setback requirements and hardcover exceeding the lot requirements stated in the R-2, Single-Family Residential District and the Shoreland Overlay District for the property located at 18 Point Drive. All present voted aye. **MOTION CARRIED.**

Proposed Zoning Map Amendment: Lane Braaten stated that the City had received a Zoning Map Amendment application from Oppidan, Inc. (the “Applicant”) for the properties located at 10590 and 10594 10th Street West (the “Subject Properties”). The applicant is requesting approval to rezone the subject properties from their current zoning of A, Agricultural District to B-1, Highway Business District.

Braaten explained that the subject parcels, located at 10590 and 10594 10th Street West, are currently undeveloped and located within the Waconia City limits (see attached location map). Specifically, the properties are located south and east of the intersection of Hwy. 5 and County Road 10. Most recently the properties were used as a staging area for construction equipment and materials during the Hwy. 5, Cherry Street and 10th Street road construction projects that are in the final stages of being completed.

The Planning Commission held a public hearing at their regular meeting on July 7th, 2016, and, via a 5-0 vote, recommended approval of the Zoning Map Amendment to rezone the subject parcels B-1, Highway Business District.

According to City Ordinance requirements for Zoning Map Amendments, City Council would have to approve by at least a 4/5ths vote.

Motion by Ayers, seconded by Erickson to Adopt Resolution No. 2016-152, Approving the proposed Zoning Map Amendment to rezone the subject parcels from A, Agricultural District to B-1, Highway Business District. All present voted aye. **MOTION CARRIED.**

Ordinance 694, Permitting the Keeping of Chickens with a License: Susan Arntz stated that based on recent work session discussions during the past few months, the proposed ordinance has been created that will allow the keeping of chickens with a license. This ordinance: i) adds a chapter to Part V of the Waconia City Code permitting the keeping of up to six (6) hens if a chicken license is obtained; ii) amends Section 710.15 of the Waconia City Code to provide that the

CITY OF WACONIA
July 11, 2016

prohibition against keeping farm animals in the City does not apply to hens kept pursuant to a current chicken license; and iii) amends Section 1100 of the Waconia City Code to add a chicken license fee.

Since the work session, a couple of proposed elements have been revised:

- Fees can be prorated for partial years, with a minimum fee of \$25.
- Modified the proposed setback so that a coop/run could be placed closer to the licensed principal structure.
- Set fees at \$150.00 for initial license and \$75 for renewal licenses.

Staff requests the the ability to publish a summary of these ordinance changes. This summary publication requires a 4/5th vote of the City Council.

Council Member Bloudek stated that he was probably more opposed than anyone for various number of reasons, he lives in the city along with all the other residents of Waconia and does not feel that it is the appropriate place for either chickens or bees. He went on to explain that he has dealt with all the issues of the noise, the smell, the damage to the yard, attracting predators. He feels that there are things that are being missed and wanted it on record that he is against it and respects everyone on the Council opinions. The last issue he stated was that the city doesn't have the resources to enforce the compliance issues.

Motion by Carrier, seconded by Erickson to Adopt Ordinance No. 694, Permitting the Keeping of Chickens with a License, Amending Section 710.15, and Amending Chapter 1100 Regarding Fees. Sanborn, Erickson, Carrier, Ayers voted aye. Bloudek voted nay. **MOTION CARRIED.**

Ordinance 695, Permitting the Keeping of Honey Bees with a License: Susan Arntz presented that based on recent work session discussions during the past few months, we have created the proposed ordinance that will allow the keeping of honey bees with a license. This ordinance: i) adds a chapter to Part V of the Waconia City Code permitting the keeping of honey bees if a honey bee license is obtained; ii) amends Section 710.15 of the Waconia City Code to provide that the prohibition against keeping farm animals in the City does not apply to honey bees kept pursuant to a current honey bee license; and iii) amends Section 1100 of the Waconia City Code to add a honey bee license fee.

Since the work session, we have revised a couple of proposed elements:

- Fees can be prorated for partial years, with a minimum fee of \$25.
- Modified the language regarding Waste.
- Set fees at \$150.00 for initial license and \$75 for renewal licenses.

Staff requests the ability to publish a summary of these ordinance changes. This summary publication requires a 4/5th vote of the City Council.

Motion by Ayers, seconded by Carrier to Adopt Ordinance 695, Permitting the Keeping of Honey Bees with a License, Amending Section 710.15 and Amending Chapter 1100 Regarding Fees. Sanborn, Erickson, Carrier, Ayers voted aye. Bloudek voted nay. **MOTION CARRIED.**

Feasibility Report for Proposed 2017 Infrastructure Improvements: Craig Eldred stated that in November of 2015 staff requested approval of Engineering services through Bolton & Menk to complete soil borings, survey and preliminary design work for the 2017 Infrastructure Improvement Project. In March staff requested authorization to complete a Feasibility Report highlighting improvements proposed for an extension of Community Drive, new construction segment of 94th Street, and County Road segments now to be the responsibility through agreement by the City and Waconia Independent School District. The requests were to assist in design of roadways adjacent the proposed Waconia High School improvement project, or current Clearwater Middle School site. These efforts have been an on-going in effort to meet the time line for the High School opening schedule in the fall of 2017, and include contiguous effort for the future construction of CSAH 110.

Improvements consist of sidewalks, trails, pedestrian underpass, lighting, sewer connections where necessary, water main, storm sewer, local and future Carver County roadway surfaces to meet the use needs of the School District and public. In

CITY OF WACONIA
July 11, 2016

addition, to these items the pedestrian underpass linking the High School site with the proposed athletic fields west of the future CSAH 110 corridor is being bid and proposed for installation this fall.

Street & Utility Improvement Areas

Street Area	From	To
Community Drive	Safari Island Entrance	Future CSAH 110 Roundabout
94 th Street	High School Garden Entrance	Future CSAH 110 Access
County State Aid Highway 110	TH 5 Including Roundabout	Community Drive

Although there is an understanding of the assessment process by the Waconia Independent School District, it is applicable to complete a Feasibility Report for Bonding purposes, and define the feasibility of the improvements desired to connect the current roadway of Community Drive with future CSAH 110, the secondary access of 94th Street, and the Trunk Highway Five connection/link for CSAH 110.

Project Cost Estimates By Segment:

Segment One, TH 5/CSAH 110 Roundabout Intersection
City Costs; 16% \$192,000.00 ISD 110 84% \$1,008,000.00

Segment Two, CSAH 110
City Costs; 60% \$1,526,028.00 ISD 110 40% \$979,352.00

Segment Three, 94th Street
City Costs; 18% \$192,231.00 ISD 110 82% \$588,719.00

Segment Four; Community Drive
City Costs; 21% \$156,292.00 ISD 110 79% \$587,958.00

Segment Five; Pedestrian Underpass
City Costs; 0% ISD 110 100% \$593,800.00

Total City Costs; \$2,003,551.00 Total ISD 110 Costs; \$3,757,829.00

Total Estimated Project Costs; \$5,761,380.00

The amount of \$1,008,000.00 will be paid in cash by ISD 110
The amount of \$1,181,758.00 will be assumed by agreement for ISD 110 by the City
The amount of \$1,568,071.00 will be assessed to ISD 110
The amount of \$2,003,551.00 will be assumed by the City

It is estimated that the City will need 429 Bonds in the amount of \$4,753,380.00 to cover estimated construction costs for the previously mentioned improvements. Funds have been allocated in the Capital Improvement Plan for the improvements.

The project is determined to be feasible and necessary to provide multi-modal transportation and safety improvements to access the proposed High School location.

Council Member Ayers commented that it has been such a complicated project but is very happy with the safety that is being taken for pedestrians.

Motion by Erickson, seconded by Carrier to Adopt Resolution No. 2016-146, Approving Feasibility Report for the Proposed 2017 Infrastructure Improvements & Authorize City Engineers; Bolton & Menk to Prepare Plans and Specifications for 2017 Infrastructure Improvement Project. All present voted aye. **MOTION CARRIED.**

CITY OF WACONIA

July 11, 2016

Safari Island Fitness Equipment: Susan Arntz stated that the staff at Safari Island has researched options as the current fitness equipment lease is up in August. They are proposing that we enter into a 4-year lease with All State Capital for the purchase of brand new cardiovascular equipment. This equipment lease would come from 2nd Wind Exercise Inc. at a total price of \$84,405. The equipment would be on a 4-year lease with payments of \$1,826.41 monthly. Unlike the current lease agreement, this one does not require a buy out as that is included in a residual figure over the course of the lease agreement.

Included in this lease is a 100% parts and labor warranty on the equipment from 2nd Wind, meaning we would not accrue any additional expense during this lease. At the conclusion of this lease, 2nd Wind has agreed to remove the equipment at no cost to the City. The current lease runs through August 2016, and at that time we will purchase the equipment at fair market value from American Capital for \$10,580. 2ndWind Exercise has agreed to purchase that exact same equipment for \$10,580 and extract that equipment at no additional cost to Safari Island Community Center.

Included in the purchase are 19 pieces: 5 Matrix treadmills, 2 Ascent elliptical trainers, 5 XT-One ellipticals, 2 Octane recumbent bikes, 2 upright bikes, 1 Octane Lateral trainer, 1 Matrix rower, and 1 Matrix Climb mill. Attached is the itemized quote. The desire is to enter into this lease at this time so that we can incorporate the replacement of the equipment into the planned annual shutdown in August.

Motion by Carrier, seconded by Ayers to Adopt Resolution No. 2016-158, Authorizing Lease of Fitness Equipment. All present voted aye. **MOTION CARRIED.**

ITEMS REMOVED FROM CONSENT AGENDA: **No. 7, Motion to Allow Use of Streets – HITS Triathlon.** Susan Arntz stated that she had this item removed to make the Council aware that there are 5 intersections with no officer enforcement assigned. Lack of law enforcement means that intersections cannot be closed. It is her recommendation that the motion be amended so say intersection can't be closed with a condition that where ever there is a desire to stop traffic law enforcement needs to be present.

Council Member Carrier asked what happens when people are stopping traffic and they shouldn't. Arntz replied that a Deputy would shut the event down. In the event that something were to happen in that intersection the event organizers would give us their certificate of insurance.

Mayor Sanborn asked if it makes more sense to table this item until August 1st to give them more time to fill the positions. Arntz suggested that the event organizers give an update to Council at the August 1st meeting.

Motion by Ayers , seconded by Bloudek to amend item 7 on Consent agenda to Allow Use of Streets – HITS Triathlon striking race marshals and add race organizers to provide an update August 1st. All present voted aye. **MOTION CARRIED.**

STAFF REPORTS: Craig Eldred gave a short explanation on the Grandstand Project. He stated that the bid date has been modified from July 21st to July 26th to allow the companies a little more time to produce bids. Leaving the roof on will be a bid component due to the architecture. He said that there is a still a shortfall in funding and as previously discussed that the School District would be involved is untrue since there had not been any formal approval from them at that point. It is the hope to bring in front of City Council on August 1st.

BOARD REPORTS:

Councilmember Erickson – No Report

Councilmember Bloudek – No Report

Councilmember Carrier – No Report

Councilmember Ayers –No Report

Mayor Sanborn – Attended the Planning Commission meeting last week.

ANNOUNCEMENTS: Music in the Park on Thursday.

CITY OF WACONIA
July 11, 2016

ADJOURN:

Motion by Bloudek, seconded by Carrier to adjourn the meeting at 7:08 p.m. All present voted aye. MOTION CARRIED

Jim Sanborn, Mayor

ATTEST: _____
Ann Meyerhoff, Office Assistant

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

Nicole Lueck, Finance Director

7/27/2016
Date

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

Vendor Name	Description	Amount	Fund/Department
ALLSTATE	Premiums 07/05/16	\$ 135.64	Personnel Liabilities
AVTEX SOLUTIONS, LLC	Server Backup Fees	\$ 600.00	Technology
BOLTON & MENK, INC	2018 Comp Plan Update	\$ 78.00	Water
BOLTON & MENK, INC	Crosswinds	\$ 78.00	PIR
BOLTON & MENK, INC	Clearwater Shores Review	\$ 156.00	PIR
BOLTON & MENK, INC	Interlaken Village Outlot	\$ 156.00	Clearwater Shores
BOLTON & MENK, INC	Cartegraph	\$ 248.00	Streets
BOLTON & MENK, INC	Windmill Creek 7th Addition	\$ 672.00	PIR
BOLTON & MENK, INC	Met Council I&I Surcharge Prog	\$ 823.00	Sewer
BOLTON & MENK, INC	Fountain Park Pond Improvement	\$ 872.00	Stormwater
BOLTON & MENK, INC	2013 MS4SWPPP Reauthorization	\$ 1,140.00	Stormwater
BOLTON & MENK, INC	Pheasant Ridge Lift Station	\$ 1,292.42	Sewer
BOLTON & MENK, INC	Stonegate Development	\$ 1,394.00	PIR
BOLTON & MENK, INC	Miscellaneous Engineering	\$ 1,397.00	Split: Stormwater, Sewer, Planning, Administration, Streets, PIR
BOLTON & MENK, INC	Interlaken Woods	\$ 1,733.50	PIR
BOLTON & MENK, INC	Somerwood Addn of Interlaken	\$ 2,387.00	PIR
BOLTON & MENK, INC	2015 Infrastructure Improve	\$ 3,465.15	Split: PIR, Stormwater, Water, Sewer
BOLTON & MENK, INC	Community Dr & 94th Street	\$ 8,922.50	PIR
BOLTON & MENK, INC	Crosswinds 2nd Addition	\$ 11,879.00	PIR
BOLTON & MENK, INC	TH 5 Stormwater Reuse	\$ 13,187.50	Stormwater
BOLTON & MENK, INC	ISD #110 Site Plan-Airport Rd	\$ 25,472.50	PIR
BOLTON & MENK, INC	2016 Infrastructure Improve	\$ 48,074.00	Split: Stormwater, Sewer, Planning, Streets, PIR
BOLTON & MENK, INC	TH 5 Corridor Improvements	\$ 59,550.85	Split: Stormwater, Sewer, Planning, Streets, PIR
BRADLEY SECURITY	PW Restroom Door Repair	\$ 699.00	Central Facilities
CARVER COUNTY TREASURER	Phone/Internet Service 07/2016	\$ 1,861.71	Split: Central Facilities, Water, Sewer, Stormwater, Safari Island, Ice Arena
CARVER COUNTY TREASURER	Fines/Prosecution Qtr 2/2016	\$ 7,128.90	Split: Law Enforcement, Administration
CARVER COUNTY TREASURER	Qtr2 Police Contract Overtime	\$ 7,697.31	Law Enforcement
CARVER COUNTY TREASURER	OP2 & City of Waconia Quit Claim Deed	\$ 6.65	PIR
CARVER COUNTY TREASURER	Recording Fee OP2 & City of Waconia	\$ 46.00	PIR
CARVER COUNTY TREASURER	Taxes/Fee Payments for 3 OP2 Properties Deeded to City	\$ 109.02	PIR
			Split: Central Facilities, Water, Sewer, Storm Water, Streetlight, Ice Arena, Safari
CARVER COUNTY TREASURER	Phone/Internet Service 06/2016	\$ 1,864.25	Island
CARVER COUNTY TREASURER	SA PID 75.1250050-Cherry St	\$ 2,736.57	Split: Water, Sewer
CENTERPOINT MINNEGASCO	Natural Gas Service 05/2016	\$ 1,593.50	Split: Central Facilities, Water, Sewer, Storm Water, Streetlight, Ice Arena
CHOICE ELECTRIC	Fountain Park Material	\$ 10,197.00	Stormwater
CUSTOMIZED FIRE RESCUE TRAINING INC.	WFD Live Fire Training	\$ 1,500.00	Fire
DIAMOND MUNICIPAL SOLUTIONS	IT Scripts - Meter Project	\$ 281.25	Water
DON'S SOD SERVICE, LLC	Bent Creek Park Top Soil	\$ 540.00	PIR
EFTPS	Federal Taxes - Fire Pay 06/16	\$ 1,468.25	Personnel Liabilities
EFTPS	Federal Taxes Pay 13 - 2016	\$ 17,521.90	Personnel Liabilities
EFTPS	Federal Taxes Pay 14 - 2016	\$ 17,818.47	Personnel Liabilities
FERGUSON WATERWORKS #2516	Meter Parts - Resale	\$ 12,014.18	Water
FERGUSON WATERWORKS #2516	Meter Project Installation	\$ 43,461.27	Water
HAWKINS INC	WTP Chemicals	\$ 1,848.30	Water
HEALTHPARTNERS	EAP Fees 07/2016	\$ 102.00	Administration
HECKSEL MACHINE INC	Lot 1 Railing & Vine St Repair	\$ 3,800.00	PIR
HOFF, BARRY & KOZAR, PA	Dock Matter Review	\$ 2,185.20	Administration
KANSAS STATE BANK OF MANHATTAN	SI Exercise Equip Rent 06/2016	\$ 1,579.61	Safari Island
KANSAS STATE BANK OF MANHATTAN	SI Exercise Equip Rent 07/2016	\$ 1,579.61	Safari Island
KLEIN BANK	ER HSA Pay 13 - 2016	\$ 1,523.04	Personnel Liabilities
KLEIN BANK	ER HSA Pay 14 - 2016	\$ 1,523.04	Personnel Liabilities
KLEIN BANK	EE HSA Pay 13 - 2016	\$ 1,766.15	Personnel Liabilities
KLEIN BANK	EE HSA Pay 14 - 2016	\$ 1,766.15	Personnel Liabilities
LARAWAY ROOFING	CH Roof Project	\$ 1,500.00	PIR
LINDEMEIER HEATING & COOLING	Lift Station 52 Repairs	\$ 94.00	Water
MARCO INC	DNS Website Issue Consulting	\$ 120.00	Technology
MARCO INC	CH Printer Lease 06/2016	\$ 593.64	Central Facilities
MET COUNCIL ENVIRON SRV	Sewer Flow Charge 08/2016	\$ 66,827.33	Sewer
METRO WEST INSPECTION SERVICES, INC.	Building Inspection 05-06/2016	\$ 21,818.57	Building Inspections
MID-COUNTRY BANK	Transfer Op Cash to MM Acct	\$ 240,000.00	Cash Transfer
MID-COUNTRY BANK	Transfer of Bond Proceeds	\$ 3,734,925.39	Cash Transfer
MN DEPT OF REVENUE	State Taxes Fire Pay 06/2016	\$ 102.98	Personnel Liabilities
MN DEPT OF REVENUE	Sales Tax Liability 06/2016	\$ 1,172.52	Personnel Liabilities
MN DEPT OF REVENUE	State Taxes Pay 13 - 2016	\$ 2,907.46	Personnel Liabilities

Council List-Expenditures
Meeting: August 01, 2016

Vendor Name	Description	Amount	Fund/Department
MN DEPT OF REVENUE	State Taxes Pay 14 - 2016	\$ 2,945.87	Personnel Liabilities
NATIONWIDE RETIREMENT SOLUTION	EE Retirement Pay 13 - 2016	\$ 105.00	Personnel Liabilities
NATIONWIDE RETIREMENT SOLUTION	EE Retirement Pay 14 - 2016	\$ 105.00	Personnel Liabilities
NATIONWIDE RETIREMENT SOLUTION	EE Retirement Pay 13 - 2016	\$ 1,345.00	Personnel Liabilities
NATIONWIDE RETIREMENT SOLUTION	EE Retirement Pay 14 - 2016	\$ 1,345.00	Personnel Liabilities
NATURAL SHORE TECHNOLOGIES, INC.	2015 Infra Rain Garden Plants	\$ 360.90	Stormwater
NORDIC MECHANICAL SERVICES	CH Server Room HVAC Repair	\$ 746.50	Central Facilities
NORDIC MECHANICAL SERVICES	CH HVAC Repair	\$ 1,133.00	Central Facilities
NORDIC MECHANICAL SERVICES	PW HVAC REPAIRS	\$ 2,269.00	Central Facilities
PERA	EE/ER Retirement Pay 13-2016	\$ 9,005.66	Personnel Liabilities
PERA	EE/ER Retirement Pay 14 - 2016	\$ 9,256.65	Personnel Liabilities
QUALITY FORKLIFT SALES & SERVICE, INC.	PW Floor Scrubber Parts	\$ 480.92	Streets
QUESTICA INC	Annual Maintenance & Support	\$ 5,013.98	Technology
RINK MANAGEMENT SERVICES CORPORATION	06/2016 RMC Reconciliation	\$ 22,691.67	Safari Island
ROYAL TIRE INC	16" Turf Mower Tires	\$ 182.47	Parks
STANDARD INSURANCE COMPANY	Premiums 08/2016	\$ 550.22	Personnel Liabilities
TK LAWN & LANDSCAPE	Lawn Mowing 06/2016	\$ 180.00	Streets
TK LAWN & LANDSCAPE	Lawn Mowing 07/2016	\$ 675.00	Billback
TK LAWN & LANDSCAPES, LLC	TH 5 Irrigation Repair	\$ 258.00	PIR
US BANK CORPORATE PAYMENT SYSTEMS	05/11/16 - 06/10/16 Purchasing Card Transactions	\$ 91,683.67	
AMAZON.COM	U-11/C-12 Clipboards	\$ 64.08	Capital
AMERICAN MAILING MACHINES	Postage Mach Lease 5/16-7/16	\$ 150.00	Split: Water, Sewer
AMERICAN WATER WORKS ASSOC	AWWA Membership - Eldred	\$ 191.00	Water
ARNOLD'S OF GLENCOE, INC.	#159 Deck Bolts	\$ 213.78	Parks
ARNOLD'S OF GLENCOE, INC.	Kubota RTV/Mower Repairs	\$ 3,022.70	Parks
ASPEN EQUIPMENT	#141 Towable Air Compressor	\$ 126.27	Streets
BACHMAN'S	CH Garden Boxes/Plants	\$ 602.78	Facilities
BACHMAN'S	CH Planter Box Plants	\$ 42.86	Parks
BIFFS, INC.	Portable Sanitation 05/2016	\$ 1,178.03	Parks
CAR-CO AUTO PARTS CO.	#169 Mower P&M Service	\$ 40.39	Parks
CAR-CO AUTO PARTS CO.	#28 Dump Truck Exhaust Repair	\$ 31.34	Streets
CAR-CO AUTO PARTS CO.	#45 Back-Up Alarm Unit	\$ 39.01	Streets
CAR-CO AUTO PARTS CO.	#45 Pickup P&M Service	\$ 4.46	Streets
CAR-CO AUTO PARTS CO.	Trailer Access Point Paint	\$ 187.82	Parks
CARVER COUNTY TREASURER	ESRI Software License	\$ 5,479.59	Technology
CARVER COUNTY TREASURER	GIS Shared Position Q1-2016	\$ 3,456.19	Technology
C-D PRODUCTS INC	Council Mtg Nameplates	\$ 38.00	Administration
C-D PRODUCTS INC	MSDS Labels/Park Amenity Decal	\$ 482.20	Split: Parks, Water, Streets
C-D PRODUCTS INC	U-11/C-12 Decals/Install	\$ 652.00	Capital
COLONY PLAZA	Non-Oxygenated Fuel	\$ 28.01	Fire
DELTA AIRLINES	EE P-Card Error-Reimbursed	\$ 25.00	Billback
DELTA AIRLINES	EE P-Card Error-Reimbursed	\$ 25.00	Billback
DIAMOND VOGEL PAINT	Inside Traffic Paint	\$ 1,742.30	Streets
DISCOUNT STEEL	Park Trails Bollard Posts	\$ 410.16	Parks
DROP-N-GO SHIPPING	UB Processing Fees 05/2016	\$ 115.36	Split: Water, Sewer
ECM PUBLISHERS INC	Publishing Fees 04/2016	\$ 412.83	Split: Administration, Stormwater, PIR, Planning
ECM PUBLISHERS INC	Recruitment Publishing 04/2016	\$ 524.99	Split: Water, Sewer, Finance, Parks, Streets
EROSION PRODUCTS, LLC	Storm Sewer Blanket & Staples	\$ 232.79	Stormwater
ESS BROTHERS & SONS INC.	Pavement Rings/Driveway Cast	\$ 1,860.50	Streets
EVERSON HARDWARE HANK	City Hall Door Belts & Sander	\$ 70.48	Water
EVERSON HARDWARE HANK	Irrigation Parts	\$ 3.18	Streets
EVERSON HARDWARE HANK	Pad Locks For All Depts	\$ 89.70	Streets
EVERSON HARDWARE HANK	Return Credit	\$ (3.00)	Water
EVERSON HARDWARE HANK	Staking Lath	\$ 32.99	Parks
EVERSON HARDWARE HANK	Washer For Garden Water	\$ 5.88	Parks
EVERSON HARDWARE HANK	Waterford Drain Tile Supplies	\$ 24.37	Stormwater
EVERSON HARDWARE HANK	Waterford Park Garden Parts	\$ 8.49	Water
FASTENAL INDUSTRIAL & CONST	#32 Dump Truck Tailgate Repair	\$ 7.37	Streets
FASTENAL INDUSTRIAL & CONST	Annual Safety Equipm Vend Fee	\$ 300.00	Streets
FASTENAL INDUSTRIAL & CONST	Fleet Garage Tools	\$ 10.42	Parks
FASTENAL INDUSTRIAL & CONST	PW Glass Cleaner	\$ 8.05	Streets
FASTENAL INDUSTRIAL & CONST	Sharpening Grinder-Mower Blade	\$ 145.49	Parks
FASTENAL INDUSTRIAL & CONST	Utility Vehicle Hand Tools	\$ 166.59	Sewer
FASTENAL INDUSTRIAL & CONST	Wayfinding Signage Nuts/Bolts	\$ 19.49	Streets
FRONTIER PRECISION, INC.	GPS Device Software Upgrade	\$ 2,695.00	Water
G&K SERVICES	CH/SI Restrooms/Mats 05/2016	\$ 783.74	Split: Facilities, Safari Island
G&K SERVICES	PW Uniforms 05/2016	\$ 324.84	Split: Water, Sewer, Stormwater, Streetlight, Parks, Streets
GALL'S, INC	U-11/C-12 Clip Board Organizer	\$ 69.93	Capital
GAMETIME	Playground Equip Repair Parts	\$ 287.60	Parks
GFOA	GFOA Membership - Kloempken	\$ 150.00	Split: Water, Sewer

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

Vendor Name	Description	Amount	Fund/Department
GRAINGER, INC.	Material Safety Data Binders	\$ 64.20	Fire
GROUND ROUND	Lunch Meeting - Arntz	\$ 34.49	Administration
H & L MESABI	#169 Cutting Edges	\$ 276.95	Parks
H & L MESABI	Bobcat Grader Cutting Edge	\$ 113.46	Streets
HACH COMPANY	Water Testing Powder & Mag Kit	\$ 101.34	Water
HD SUPPLY WATERWORKS, LTD.	Drainage Storm Water Supplies	\$ 355.26	Stormwater
HD SUPPLY WATERWORKS, LTD.	Poly Manhole Adjustment Rings	\$ 368.00	Clearwater Shores
HYDRO ENGINEERING	Parts For Fire Hydrant Box	\$ 238.64	Water
INTERNATIONAL CODE COUNCIL	2015 Fire Code Books	\$ 488.25	Fire
ITSVVY LLC	Planning/Permit Card Printer	\$ 649.00	Technology
KNIFE RIVER CONCRETE PRODUCTS	Concrete-Parks/Comm Gardens	\$ 1,214.00	Parks
LANO EQUIPMENT	#5001 PTO Guards	\$ 201.33	Parks
LAWSON PRODUCTS INC	Fleet Garage Equip Rep Supply	\$ 718.83	Parks
LUCE LINE LODGE	CC Administrator's Lunch Mtg	\$ 14.59	Administration
MARRIOTT HOTELS-FAIRFIELD INN MARRIOT	Conference Lodging - Eldred	\$ 731.40	Stormwater
MAYER LUMBER COMPANY	Park Rpr Supplies/Wayfind Prj	\$ 854.46	Split: Parks, PIR
MAYER LUMBER COMPANY	Return Credit	\$ (243.00)	Streets
MAYER LUMBER COMPANY	Stencil Shelving Boards	\$ 144.00	Streets
MAYER LUMBER COMPANY	Stencil Shelving Boards	\$ 357.00	Streets
MCMA	Conference Credit	\$ (10.00)	Administration
MCMA	Conference Credit	\$ (10.00)	Administration
MELCHERT HUBERT SJODIN, PLLP	City Legal Fees 03/2016	\$ 15,750.18	Split: Administration, PIR, Clearwater Shores HIA
MELCHERT HUBERT SJODIN, PLLP	City Legal Fees 04/2016	\$ 14,621.42	Split: Administration, PIR, Clearwater Shores HIA
MIDWEST MACHINERY CO.	#135 JD Tractor Supplies	\$ 56.08	Parks
MILLS FLEET FARM	U-11 Sonar Mount	\$ 29.91	Capital
MIN PIPE & EQUIP	Water Main Install Rpr Supply	\$ 867.96	Water
MIN PIPE & EQUIP	Water Main/Meter Parts	\$ 1,623.00	Water
MIN STATE COLLEGES & UNIVERSITIES	PW Cert Program Fee - Hlgers	\$ 20.00	Sewer
MIN STATE COLLEGES & UNIVERSITIES	PW Mgmt/Commun Class-McCarthy	\$ 20.00	Sewer
MIN VALLEY ELECTRIC COOP	Electric Service 05/2016	\$ 4,127.19	Split: Sewer, Streetlight
NAPA AUTO PARTS OF WACONIA	Rivets - Apparatus Repair	\$ 119.92	Fire
NATIONAL PRODUCTS INC	U-11/C-12 iPad Mount/Holder	\$ 204.95	Capital
NATIONAL PRODUCTS INC	U-11/C-12 Socket Sets	\$ 65.46	Capital
NEWMAN SIGNS	Street Signs/Parts	\$ 1,694.92	Streets
NORTH AMERICAN SAFETY	Roadway Safety Equipment	\$ 3,483.35	Split: Water, Sewer, Streets
NUSS TRUCK & EQUIPMENT	#32 Dump Truck Brake Shoes	\$ 212.98	Streets
NUSS TRUCK & EQUIPMENT	#32 Dump Truck Valve Repair	\$ 65.82	Streets
NUSS TRUCK & EQUIPMENT	#40 Brake Chamber Replacement	\$ 182.51	Streets
ORGANICS RECYCLING FACILITY	Community Gardens Top Soil Mix	\$ 343.60	Parks
PINE PRODUCTS	Bent Crk Park/Rain Gard Mulch	\$ 6,384.25	Stormwater
PRECISE MRM LLC	Vehicle Data Charge 04/2016	\$ 144.63	Parks
PUMP & METER SERVICE	Fleet Garage Hoist Seal Kit	\$ 1.26	Streets
PUMP & METER SERVICE	Fleet Garage Hoist Seal Kit	\$ 124.74	Streets
RANDY'S SANITATION	Shredding Service 05/2016	\$ 18.48	Facilities
RANDY'S SANITATION	Shredding Service 06/2016	\$ 18.95	Facilities
STAPLES OFFICE SUPPLIES	Binder For Parks	\$ 37.82	Parks
STAPLES OFFICE SUPPLIES	CH Batteries/White Out	\$ 39.96	Administration
STAPLES OFFICE SUPPLIES	Finance Calculators	\$ 87.60	Finance
STAPLES OFFICE SUPPLIES	Park Bathroom Paper Product	\$ 89.24	Parks
STAPLES OFFICE SUPPLIES	Park Bathroom Paper Product	\$ 126.18	Parks
STAPLES OFFICE SUPPLIES	PW Paper towels/Toilet Tissue	\$ 74.99	Parks
TARGET	Cell Phone Case Replacement	\$ 85.49	Water
TARGET	CH Cleaning Supplies	\$ 71.77	Administration
TARGET	IA iPad Cable	\$ 26.71	Ice Arena
THE FLAG MAKERS	Waconia City Flags	\$ 300.00	Administration
TRANSCRIPTS ON DEMAND	Transcripts Transfer-McCarthy	\$ 2.25	Sewer
TWIN CITY GARAGE DOOR CO	Old PW Garage Door Repair	\$ 1,096.00	Facilities
U.S. HEALTH WORKS MEDICAL GROUP OF MN	Medical Testing - 1 FF	\$ 499.00	Fire
U.S. HEALTH WORKS MEDICAL GROUP OF MN	Medical Testing - 2 FF's	\$ 499.00	Fire
U.S. HEALTH WORKS MEDICAL GROUP OF MN	Medical Testing - 3 FF's	\$ 1,733.00	Fire
U.S. HEALTH WORKS MEDICAL GROUP OF MN	Medical Testing - 4 FF's	\$ 392.00	Fire
UNITED FARMERS COOP - WACONIA FARM SUPPLY	#9001 Lever/Push Nut	\$ 3.65	Parks
UNITED FARMERS COOP - WACONIA FARM SUPPLY	#9006 Stop Switch	\$ 5.35	Parks
UNITED FARMERS COOP - WACONIA FARM SUPPLY	#9008 Clutch Hub Bearing	\$ 26.85	Parks
UNITED FARMERS COOP - WACONIA FARM SUPPLY	Cap Glue - Hwy 5 Trails Proj	\$ 53.94	PIR
UNITED FARMERS COOP - WACONIA FARM SUPPLY	Curb Cracking Sealer	\$ 84.90	Stormwater
UNITED FARMERS COOP - WACONIA FARM SUPPLY	Fire Replacement Battery	\$ 22.99	Stormwater
UNITED FARMERS COOP - WACONIA FARM SUPPLY	Fountain Park Electrical Locks	\$ 22.99	Fire
UNITED FARMERS COOP - WACONIA FARM SUPPLY	Irrigation Parts	\$ 7.13	Streets
UNITED FARMERS COOP - WACONIA FARM SUPPLY	Irrigation Repair - Hwy 5 Proj	\$ 4.74	PIR

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

Vendor Name	Description	Amount	Fund/Department
UNITED FARMERS COOP - WACONIA FARM SUPPLY	Irrigation Repair - Hwy 5 Proj	\$ 8.74	PIR
UNITED FARMERS COOP - WACONIA FARM SUPPLY	Parks Spade Fork	\$ 38.98	Parks
UNITED FARMERS COOP - WACONIA FARM SUPPLY	Screws - CPP Fishing Pier	\$ 5.49	Parks
UNITED FARMERS COOP - WACONIA FARM SUPPLY	Stencil Shelving Screws	\$ 4.99	Streets
UNITED FARMERS COOP - WACONIA FARM SUPPLY	Stencil Shelving Screws	\$ 16.47	Streets
UNITED FARMERS COOP - WACONIA FARM SUPPLY	Streets Torpedo Level	\$ 9.59	Parks
UNITED FARMERS COOP - WACONIA FARM SUPPLY	Sump Pump Line Supplies	\$ 30.57	Stormwater
UNITED FARMERS COOP - WACONIA FARM SUPPLY	Trimmer Line For Parks	\$ 64.58	Parks
UNITED FARMERS COOP - WACONIA FARM SUPPLY	Waterford Drain Tile Supplies	\$ 14.98	Stormwater
UNITED FARMERS COOP - WACONIA FARM SUPPLY	Waterford Drain Tile Supplies	\$ 22.47	Stormwater
UNITED FARMERS COOP - WACONIA FARM SUPPLY	Waterford Drain Tile Supplies	\$ 22.47	Stormwater
UNITED FARMERS COOP - WACONIA FARM SUPPLY	Waterford Excavator Rental	\$ 152.06	Stormwater
UNITED FARMERS COOP - WACONIA FARM SUPPLY	Waterford Excavator Rental	\$ 265.00	Stormwater
UNITED FARMERS COOP - WACONIA FARM SUPPLY	Waterford Excavator Rental	\$ 265.00	Stormwater
UNITED FARMERS COOP - WACONIA FARM SUPPLY	Waterford Excavator Rental	\$ 282.19	Stormwater
UNITED FARMERS COOP - WACONIA FARM SUPPLY	Weed Control For Sidewalk	\$ 226.01	Streets
UNIVERSITY OF MINNESOTA	Clean Water Summit - Braaten	\$ 80.00	Planning
UPS STORE	Postage - Cylinder Return	\$ 18.72	Streets
UPS STORE	Postage - MSDS Compliance	\$ 21.83	Administration
USBANK REBATE	1st Quarter Rebate - 1% of Purchases	\$ (6,536.54)	Finance
USPS	Auburn Meadow Doc Postage	\$ 22.95	Administration
USPS	Bond Document Postage	\$ 22.95	Administration
USPS	Fluoride Sample Mailing	\$ 3.40	Water
USPS	UB Add Svc Req 05/2016	\$ 0.57	Water
VERIZON WIRELESS	City Air Card Service 04/2016	\$ 489.21	Split: Administration, Technology, Fire, Sewer, Streets, Storm Water, Water Split: Fire, Water, Sewer, Parks, Streets, Street Light, Administration, Technology,
VERIZON WIRELESS	City Cell Service 04/2016	\$ 1,616.78	Safari Island, Ice Arena, Planning
WILSON'S NURSERY INC	Trees - Arbor Day/TH 5	\$ 3,876.00	Parks
ZIEGLER, INC.	#134 Pin Replacement	\$ 233.90	Streets
ZIEGLER, INC.	#134 Rear Window Replacement	\$ 236.95	Streets
ZIEGLER, INC.	Pheasant Ridge LS Generator	\$ 1,350.00	Sewer
VANCO SERVICES	SI Insurance Reim Fees 06/2016	\$ 59.75	Personnel Liabilities
WACONIA TREE FARMS, LLC	STW Pond/TH 5 Landscape	\$ 3,872.00	Split: PIR, Stormwater, Parks
WELLS FARGO	CH/SI/PW Printer Lease 06/2016	\$ 447.66	Central Facilities, Safari Island
XCEL ENERGY	10525 10th St Electric 05/2016	\$ 11.64	Central Facilities
XCEL ENERGY	Electric Service 04-05/16	\$ 31,012.03	Split: Central Facilities, Street Light
		\$ 4,585,730.87	

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

Mayor

City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	August 01, 2016						
Item Name:	Contractor Pay Request #2 – TH 5 Water Reuse Mains Project 1A						
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. 2 to EBI Drilling for the TH 5 Water Reuse Mains Project 1A

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

Staff has reviewed the contractor pay request for the TH 5 Water Reuse Mains Project 1A and recommends payment of \$3140.80 based on the attached request for payment. This payment represents approximately 78.5% of the total approved contract for the project.

FINANCIAL IMPLICATIONS:

Funding Sources & Uses: Storm Water Fund

Budget Information:

Budgeted

Non Budgeted

Amendment Required

ADVISORY BOARD RECOMMENDATIONS:

Planning Commission
 Parks and Recreation Board
 Safari Island Advisory Board
 Other



BOLTON & MENK, 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

July 14, 2016

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

**Re: TH 5 Water Reuse Mains Project 1A
Payment Request No. 2 - Final**

To Ms. Lueck:

Enclosed please find Payment Request No. 2-final. All restoration items have been approved and erosion control items have been removed from the project site. This pay request includes 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 **\$3,140.80** to EBI Drilling. 100% of this requested payment is payment retainage associated with storm sewer construction.

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

Respectfully Submitted,
Bolton & Menk, Inc.

Jake Saulsbury, P.E.

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

Enclosure

Application Number: **2 - Final**

Application Date: **7/13/2016**

Period to: **5/10/2016 - 7/11/2016**

BMI Project Number: **C12.109425**

Item No.	Description of Work	Unit of Measure	A Original Plan Quantity	B Bid Price	C Contract Amount	D Current Pay Application		E Total Quantity to Date	Total Amount Completed (B x E)
						Quantity	Amount (B x D)		
SHORELINE REPAIR & STABILIZATION									
1	MOBILIZATION	LS	1	\$7,500.00	\$7,500.00	0	\$0.00	1	\$7,500.00
2	TRAFFIC CONTROL	LS	1	\$3,500.00	\$3,500.00	0	\$0.00	1	\$3,500.00
3	REMOVE CONCRETE SIDEWALK	SF	600	\$4.00	\$2,400.00	0	\$0.00	0	\$0.00
4	DELETED								
5	2" HDPE DR 11 WATER REUSE MAIN (DIRECTIONAL DRILL)	LF	1,310	\$14.00	\$18,340.00	0	\$0.00	1,279	\$17,906.00
6	3" HDPE DR 11 WATER REUSE MAIN (DIRECTIONAL DRILL)	LF	970	\$15.00	\$14,550.00	0	\$0.00	964	\$14,460.00
7	2" BLOWOFF (PIPING ONLY)	EA	3	\$900.00	\$2,700.00	0	\$0.00	3	\$2,700.00
8	TRACER WIRE ACCESS BOX	EA	1	\$300.00	\$300.00	0	\$0.00	1	\$300.00
9	PRECAST CONCRETE HANDHOLE	EA	4	\$1,800.00	\$7,200.00	0	\$0.00	3	\$5,400.00
10	2" GATE VALVE (NO BOX)	EA	4	\$800.00	\$3,200.00	0	\$0.00	4	\$3,200.00
11	3" GATE VALVE (NO BOX)	EA	2	\$1,000.00	\$2,000.00	0	\$0.00	2	\$2,000.00
12	CAST IRON GATE VALVE BOX	EA	1	\$500.00	\$500.00	0	\$0.00	4	\$2,000.00
13	CONNECT TO EXISTING WATER REUSE MAIN	EA	1	\$1,500.00	\$1,500.00	0	\$0.00	1	\$1,500.00
14	4" CONCRETE WALK	SF	600	\$12.00	\$7,200.00	0	\$0.00	0	\$0.00
15	TRUNCATED DOMES	SF	24	\$60.00	\$1,440.00	0	\$0.00	0	\$0.00
16	STRAW MULCH BIOLOG	LF	540	\$6.00	\$3,240.00	0	\$0.00	160	\$960.00
17	HYDROMULCH W/ STATE SEED MIX 25-141	SY	600	\$5.00	\$3,000.00	0	\$0.00	278	\$1,390.00
18	BOULEVARD TOPSOIL BORROW, MNDOT 3877.2F (LV)	CY	50	\$30.00	\$1,500.00	0	\$0.00	0	\$0.00
TOTAL:					\$80,070.00		\$0.00		\$62,816.00



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	August 01, 2016						
Item Name:	Contractor Pay Request #6 – Clearwater Shores 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. 6 to Sunram Construction for the Clearwater Shores Project

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

Staff has reviewed the contractor pay request for the Clearwater Shores Housing Improvement Area (HIA) Project and recommends payment of \$55,220.27 based on the attached request for payment. This payment represents approximately 89.3% of the total approved contract for the project.

FINANCIAL IMPLICATIONS:		ADVISORY BOARD RECOMMENDATIONS:	
Funding Sources & Uses: Clearwater Shores HIA Capital Project Fund (420)		Planning Commission Parks and Recreation Board Safari Island Advisory Board Other	
Budget Information:			
<input checked="" type="checkbox"/>	Budgeted		
<input type="checkbox"/>	Non Budgeted		
<input type="checkbox"/>	Amendment Required		
Approved Resolution No.	Denied	Tabled Ordinance No.	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

July 15, 2016

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

**Re: Clearwater Shores Project
Pay Request No. 6**

Dear Ms. Lueck:

Enclosed please find Pay Request No. 6 for work completed from 5/26/2016 to 7/4/2016 on the above referenced project. The work completed includes retaining wall construction, placement of the reinforced soil slope, and garage pad preparation.

We have reviewed the estimate, verified the quantities, and recommend the City make payment in the amount of **\$55,220.27** to Sunram Construction. The project is estimated to be paid from the City funds at the following percentages:

- Street = 100%
- Sanitary Sewer = 0%
- Watermain = 0%
- Storm Sewer = 0%

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: SUNRAM CONSTRUCTION
 Name of Project: CLEARWATER SHORES

Estimate Number: 6
 Application Date: 7/14/2016
 Pay Period: 5/26/16-7/4/16

% COMPLETED AFTER THIS ESTIMATE..... 89.3%

ORIGINAL CONTRACT AMOUNT \$ 613,989.00

CHANGE ORDERS:

No.	Description	Additions	Deductions
1	Misc.	\$ 293,176.00	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -

TOTAL ADDITIONS..... \$ 293,176.00
 SUB TOTALS..... \$ 613,989.00
 TOTAL DEDUCTIONS..... \$ -

CONTRACT AMOUNT TO DATE..... \$ 907,165.00

TOTAL COMPLETED TO DATE..... \$ 809,715.30
 MATERIALS STORED..... \$ -
 TOTAL COMPLETED AND STORED TO DATE..... \$ 809,715.30
 LESS 5% RETAINAGE..... \$ 40,485.77
 TOTAL EARNED LESS RETAINAGE..... \$ 769,229.54

LESS PREVIOUS PAYMENTS:

Est. No. <u>1</u>	Amount \$ <u>109,672.87</u>	Est. No. _____	Amount \$ <u>-</u>
Est. No. <u>2</u>	Amount \$ <u>43,699.15</u>	Est. No. _____	Amount \$ <u>-</u>
Est. No. <u>3</u>	Amount \$ <u>107,354.79</u>	Est. No. _____	Amount \$ <u>-</u>
Est. No. <u>4</u>	Amount \$ <u>128,689.95</u>	Est. No. _____	Amount \$ <u>-</u>
Est. No. <u>5</u>	Amount \$ <u>324,592.52</u>	Est. No. _____	Amount \$ <u>-</u>
Est. No. _____	Amount \$ <u>-</u>	Est. No. _____	Amount \$ <u>-</u>

Total Previous Payments \$ 714,009.27

AMOUNT DUE THIS ESTIMATE..... \$ 55,220.27

Payment requested by:
 Sunram Construction
 Contractor Representative
 By: Ryan M. Sunram
 Date: 7/14/16

Approved and recommended for payment by:
 Bolton & Menk, Inc.
 Project Engineer
 By: John Paulsen
 Date: 7/15/2016



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	August 1, 2016				
Item Name:	Request for Use of Parking Lot: Craft Squared				
Originating Department:	Administration				
Presented by:	Susan 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 a Motion to Allow Use of Parking Lot for the Craft Squared Event, Sunday, August 28, 2016, 9:30 a.m. to 6:30 p.m.

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

Stephenie Jochum and Jill Norstrem, Craft Squared, have requested the ability to use a portion of Municipal Park Lot 1, downtown to plan an event. The area proposed to be occupied is highlighted on the attached map. The event will bring approximately 12 crafters along with music and a food truck for the event.

Staff is recommending approval of the request, subject to the following conditions

- No permanent marking shall be made on the pavement.
- Nothing shall be adhered to or screwed into the pavement surface or sidewalks adjacent.
- Live music shall be allowed in conjunction with our temporary noise permit requirements. A permit and fee shall be paid.
- Any tents that are larger than 10x10 may require a temporary structure permit.

In the event of inclement weather, the organizers have indicated the event will be cancelled.

We have reviewed the request with all departments and have found no significant conflicts.

<p><i>FINANCIAL IMPLICATIONS:</i> Funding Sources & Uses: None</p> <p>Budget Information:</p> <table style="width: 100%;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;"></td> <td style="width: 50%;">Budgeted</td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td>Non Budgeted</td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td>Amendment Required</td> </tr> </table>		Budgeted		Non Budgeted		Amendment Required	<p><i>ADVISORY BOARD RECOMMENDATIONS:</i></p> <p>Planning Commission Parks and Recreation Board Safari Island Advisory Board Other</p>
	Budgeted						
	Non Budgeted						
	Amendment Required						

Dear Waconia permit committee:

Greetings!

This Letter is to introduce you to Craft and Draught Productions and our mission to bring a Craft Squared event to the Waconia Brewery.

The trend started last year in Minneapolis with the Minneapolis Craft Market, steered by Haley Matthew-Jones, partnering with Minneapolis Breweries. The Market was set up with local and regional crafters and artists on a Sunday afternoon and gathered a larger crowd than a normal Sunday with the draw of a demographic of curious shoppers and added entertainment of music and eclectic foodie options. I have been a crafter participant in these Minneapolis Craft Markets since November 2016 with my candle business, HipNoses and Jill doing other shows with her jewelry and mandala's.

With the Mpls. Craft Market being only in Mpls., we (Jill Norstem) me (Stephenie Jochum) saw an opportunity to bring this concept to outer city breweries to provide an experience that became Craft Squared.

This past May we had our first production at the Mankato Brewery with 16 indoor crafters/artists! The turnout was phenomenal! We had approximately 400 attending. A survey was sent out to the vendors with very positive responses and desire to do more events.

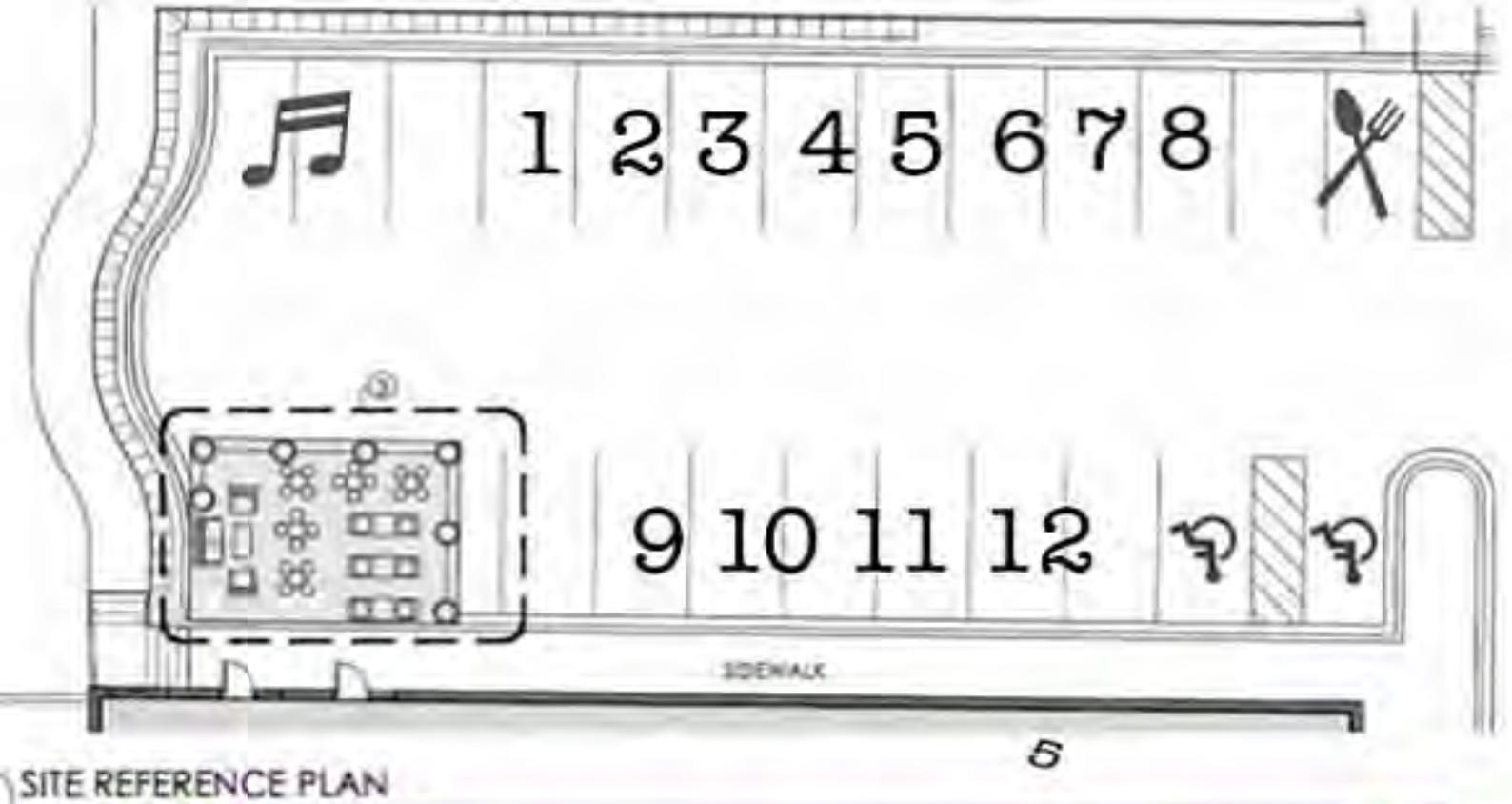
We curate work through a variety of avenues. We believe sourcing local and regional work offers a stimulation for local recognition and regional offers a new perspective of work that is obtainable now and in the future. Every artist loves to get new exposure through eclectic events.

We are excited to have an event in Waconia- I have lived in Mayer, Watertown, and Chaska over the last decade and see an event like this a positive attraction to the community. An opportunity for summer weekend visitors to have an added interest in visiting the brewery.

What's not to like about
Shop. Drink. Eat. Repeat!

We look forward to your response and welcome any questions/concerns.
A reference from Mankato Brewery can be obtained if requested.

Kindly,
Stephenie Jochum and Jill Norstrem
Craft and Draught Productions



CRAFT SQUARED

Vendors 10x10 spaces with canopies that are weighted 30# minimum per leg

Event runs from 11-5 Sunday August 28th. Load in start at 9:30 and done by 6:30

Advertising done through social media, brewery, posters at local businesses and surrounding area

Inclement weather we would cancel the event.

We are sourcing food trucks that would be available for this event

Local acoustic music done in 3- 45 minute sets 12:30, 2:00, 3:30 with mixed music played through a music streaming device between sets. If live music is not approved then the streaming is fine for the duration of the event.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	August 1, 2016				
Item Name:	Request for Use of Parking Lot for Waconia Brewing Company, September 10; September 17, and October 22, 2016				
Originating Department:	Administration				
Presented by:	Susan Arntz, 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.)

Adopt a Motion to Allow Use of Parking Lot for Waconia Brewing Company, September 10; September 17, and October 22, 2016

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

Waconia Brewing Company has requested permission to use approximately 3 parking spaces in Municipal Lot #1, adjacent to their outdoor patio area to rope off an area and hold three events with music and beer sales. The events will all be from 11 a.m. to 10 p.m.

September 10 – Oktoberfest
 Nickle Dickle Day – September 17
 Anniversary Event – October 22

Staff is recommending approval of the request, subject to the following conditions

- No permanent marking shall be made on the pavement.
- Nothing shall be adhered to or screwed into the pavement surface or sidewalks adjacent.

Staff is recommending approval of the request.

FINANCIAL IMPLICATIONS:

Funding Sources & Uses: **None**

Budget Information:

Budgeted

Non Budgeted

Amendment Required

ADVISORY BOARD RECOMMENDATIONS:

Planning Commission

Parks and Recreation Board

Safari Island Advisory Board

Other



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	August 1, 2016				
Item Name:	Authorize Use of Streets For ADA and Tractor Trailer Parking During Carver County Fair				
Originating Department:	Public Services				
Presented by:	Craig Eldred, Public Services Director				
Previous Council Action (if any):	None				
Item Type (X only one):	Consent	<input checked="" type="checkbox"/> X	Regular Session	Discussion Session	

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

Motion to Authorize Use of Streets For ADA and Tractor Trailer Parking During Carver County Fair

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

Staff received a request to allow ADA designated parking on Burandt Boulevard from the Fairgrounds Main Entrance to the Mid-Entrance of the Fairgrounds.

In addition a request for No Parking on Cherry Street for use of Tractor Trailer Parking was requested for Cherry Street adjacent the Fairgrounds to Cherry Drive.

These requests are similar to those of previous years allowing for improved accessibility for events occurring daily.

Staff recommends approval of this request for action allowing for ADA and Tractor Trailer parking on Burandt Boulevard and Cherry Street as requested.

<p><i>FINANCIAL IMPLICATIONS:</i></p> <p>Funding Sources & Uses: N/A</p> <p>Budget Information:</p> <p>_____ Budgeted</p> <p>_____ Non Budgeted</p> <p>_____ Amendment Required</p>	<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>
--	--



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	August 1, 2016					
Item Name:	Firefighter Resignation					
Originating Department:	Administration					
Presented by:	Angel Smith, Assistant City Administrator					
Previous Council Action (if any):	none					
Item Type (X only one):	Consent	X	Regular Session	Discussion Session		

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

Adopt resolution 2016 - 159 accepting the resignation of Firefighter Andrew Johnson and authorizing recruitment.

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

On June 30, 2016 Andrew submitted his letter of resignation from the Waconia Fire Department effective July 18th. The reason given for the resignation is to spend more time with family. Firefighter Andrew Johnson joined the department in January of 2011. Staff recommends the City Council accept Andrew's request for resignation effective July 18, 2016 and authorize recruitment for this vacancy.

<p><i>FINANCIAL IMPLICATIONS:</i> Funding Sources & Uses: n/a</p> <hr/> <p>Budget Information:</p> <p style="padding-left: 40px;">Budgeted n/a</p> <p style="padding-left: 40px;">Non Budgeted</p> <p style="padding-left: 40px;">Amendment Required</p>	<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> <p style="text-align: right;">Personnel Committee Reviewed and Approved</p>
--	---

**CITY OF WACONIA
RESOLUTION NO. 2016-159**

**RESOLUTION APPROVING THE RESIGNATION
OF FIREFIGHTER ANDREW JOHNSON
AND AUTHORIZING RECRUITMENT**

WHEREAS, Andrew Johnson has submitted a request to terminate his active firefighting status with the Waconia Fire Department effective immediately, and

WHEREAS, Andrew joined the department in January of 2011 and served as a firefighter, and

WHEREAS, Andrew's performance as a firefighter has been performed in accordance with the policies and standards of the department and the City of Waconia favorably, and

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia, Minnesota, hereby accepts the resignation of Andrew Johnson as a Waconia Firefighter and authorizes recruitment for this vacancy.

Further, the City Council acknowledges Andrew's contributions to the City of Waconia and the Waconia Fire Department and expresses their sincere appreciation and best of luck with future endeavors.

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

Kent Bloudek, Acting Mayor

ATTEST: _____
Susan MH Arntz, City Administrator

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



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	August 1, 2016
Item Name:	Approve Surplus Equipment – Hockey Goal Net Dolly & Slide Tray Projector and Stand
Originating Department:	Finance
Presented by:	Nicole Lueck, Finance 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"/>
--------------------------------	---------	-------------------------------------	-----------------	--------------------------	--------------------	--------------------------

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

Adopt Resolution 2016-160 , Approving Surplus Equipment & Sale – Hockey Goal Net Dolly & Slide Tray Projector and Stand

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

The City has been cleaning out storage areas at both the Ice Arena and Safari Island Community Center. At both locations, there were a few pieces of equipment that were found that are no longer being used. Staff would like to sell these pieces of equipment as they are still in good condition.

The first piece of equipment is a hockey goal net dolly at the Ice Arena. The dolly is infrequently used by staff and not a necessity for the operations of the facility. Arena staff plans to sell the piece of equipment on the Minnesota Ice Arena Managers Association website or through public auction to another arena that has a use for it.

The second piece of equipment is a Kodak carousel slide tray projector. A stand is also included with the sale of this piece of equipment or could be sold separately. City staff will utilize GovDeals to sell these pieces of equipment to the highest bidder.

Staff is recommending the declaration of these items as surplus equipment and requesting authorization to attempt to sell them. Any proceeds received will be credited accordingly to the Ice Arena and Safari Island operating funds.

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

**CITY OF WACONIA
RESOLUTION NO. 2016-160**

**RESOLUTION APPROVING SURPLUS EQUIPMENT AND SALE – HOCKEY GOAL
NET DOLLY & SLIDE TRAY PROJECTOR AND STAND**

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

WHEREAS, the list of surplus equipment includes the following:

- 1 – Hockey Net Dolly
- 1 – Kodak Slide Projector and Stand

WHEREAS, funds received for the sale of the hockey net dolly will be recognized in the Ice Arena operating fund; and

WHEREAS, funds received for the sale of the slide projector and stand will be recognized in the Safari Island operating fund; and

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

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

Kent Bloudek, Acting Mayor

ATTEST: _____
Susan MH Arntz, City Administrator

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



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	August 1, 2016
Item Name:	Authorize Construction Contract Award to Ellingson Companies for Project Items Related to Directional Drilling of HDPE Reuse Water Main for Brook Peterson Storm Water Reuse System; CIP Project 2015-415
Originating Department:	Public Services
Presented by:	Craig Eldred, Public Services Director
Previous Council Action (if any):	December 7, 2015; Authorize Staff to Obtain Quotes for Materials, Equipment, and Services for Brook Peterson Storm Water Reuse System; CIP Project 2015-415 May 16, 2016; Authorize City Engineers; Bolton & Menk to Advertise Bids for Project Items Related to Directional Drilling of HDPE Reuse Water Main for Brook Peterson Storm Water Reuse System; CIP Project 2015-415

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

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

Adopt Resolution 2016-161; Authorize Construction Contract Award to Ellingson Companies for Project Items Related to Directional Drilling of HDPE Reuse Water main for Brook Peterson Storm Water Reuse System

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

City Council Members may recall staffs request to obtain quotes for materials, equipment and services for the Brook Peterson Storm Water Reuse System. The project approach is to utilize storm water as an irrigation source to reduce potable water needs at Brook Peterson Park. Council Members may recall that the Metropolitan Council desired to provide \$400,000.00 of grant funds for storm water reuse projects in Waconia, which \$200,000.00 are dedicated towards this project. We were recently were notified that the Carver County Water Management Organization will also be supporting this project in 2017 by-way of grant funds in the amount of \$50,000.00.

On May 16, 2016 we requested that the City Council allow Bolton & Menk to advertise for bid the items related to installation of the reuse water main, since cost were estimated to exceed the \$100,000.00 threshold. On July 21st, 2016 we received six bids for the installation of HDPE reuse water main for Brook Peterson.

Contractor	Bid Amount
Ellingson Companies	\$116,105.00
GM Contracting	\$126,199.88
Keuchle Underground	\$138,837.00
Widmer Construction	\$144,281.50
Northdale Construction, Co.	\$155,870.00
GF Jedlicki, Inc.	\$180,282.50

We did provide an alternate to directional drilling for placement in an open-cut installation practice. A part of this alternative a price was obtained to replace the bituminous trail along Oak Avenue in the amount of \$20,414.25. At this time we feel the directional drill method is preferred, and will wait to reconstruct this segment of bituminous trail with future roadway improvements. Ellingson Companies bid at \$116,105.00 is 32% below the Engineer's estimate of \$170,000.00.

Staff recommends approval of this request for action; authorizing a Construction Contract award to Ellingson Companies in the amount of \$116,105.00.

<p>FINANCIAL IMPLICATIONS:</p> <p>Funding Sources & Uses: Storm Water Funds</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>ADVISORY BOARD RECOMMENDATIONS:</p> <p>Planning Commission</p> <p>Parks and Recreation Board</p> <p>Safari Island Advisory Board</p> <p>Other</p>
---	---

**CITY OF WACONIA
RESOLUTION NO. 2016-161**

RESOLUTION AUTHORIZING CONSTRUCTION CONTRACT AWARD TO ELLINGSON COMPANIES IN THE AMOUNT OF \$116,105.00 FOR PROJECT ITEMS RELATED TO DIRECTIONAL DRILLING OF HDPE REUSE WATER MAIN FOR BROOK PETERSON WATER REUSE SYSTEM; CIP PROJECT 2015-415

WHEREAS, on May 16, 2016 approval to advertise for bids directional drilling of HDPE reuse water main for Brook Peterson Park was approved; and

WHEREAS, July 21, 2016 Six bids were received at City Hall as provided below; and

Contractor	Bid Amount
Ellingson Companies	\$116,105.00
GM Contracting	\$126,199.88
Keuchle Underground	\$138,837.00
Widmer Construction	\$144,281.50
Northdale Construction, Co.	\$155,870.0
GF Jedlicki, Inc.	\$180,282.50

WHEREAS, it is recommended to award a construction contract to the lowest bidder, Ellingson Companies in the amount of \$116,105.00 for installation of HDPE reuse water main.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes Construction Contract award to Ellingson Companies in the amount of \$116,105.00 for project items related to directional drilling of HDPE reuse water main for Brook Peterson Park storm water reuse system; CIP Project 2015-415.

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

Kent Bloudek, Acting Mayor

Attest: _____
Susan MH Arntz, City Administrator

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



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

July 22, 2016

City of Waconia
Attn: Craig Eldred
310 East 10th Street
Waconia, MN 55387

RE: Water Reuse Project 2A

Dear Mr. Eldred:

Bids were received on July 21, 2016 for the above referenced project. The proposed work includes materials and labor necessary to construct water reuse mains on Waconia Parkway South, Oak Avenue, and in Brook Peterson Park. Six bids were received for the project and are tabulated below.

CONTRACTOR	BID AMOUNT
Ellingson Companies	\$116,105.00
GM Contracting	\$126,199.88
Keuchle Underground	\$138,837.00
Widmer Construction	\$144,281.50
Northdale Construction Co.	\$155,870.00
GF Jedlicki, Inc.	\$180,282.50

Evaluation of the bids indicates the bidding process was very competitive. The low bid submitted was 32% below the engineer's estimated amount of \$170,000 and 36% below the high bid of \$180,285.

The project also included an alternate bid to open cut the reuse mains along Oak Avenue which would require the replacement of a portion of the bituminous trail. The low bidder's amount for this alternate is \$20,414.25 for a total bid amount of \$136,519.25. It is recommended to not award this alternate bid and to reconstruct the Oak Avenue bituminous trail in the future as part of a separate street or park project.

Based on the items above, it is recommended to award this project to Ellingson Companies for the Base Bid amount of \$116,105.00. Please contact me if you wish to discuss this project and recommendation in more detail.

Respectfully Submitted,
BOLTON & MENK, INC.

Jake Saulsbury, P.E.

cc: Ken Adolf, Bolton & Menk



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	August 1, 2016
Item Name:	Authorize Award of Construction Contract With Peterson Companies for Construction of Pedestrian Underpass for Future County Road 110
Originating Department:	Public Services
Presented by:	Craig Eldred, Public Services Director
Previous Council Action (if any):	March 21, 2016; Authorize City Administrator to Sign MOU Agreement with Waconia ISD 110 on Design & Construction of Pedestrian Underpass for CSAH 110 May 2016; Authorize City Engineers; Bolton & Menk to Design, Prepare Specifications & Advertise CSAH 110 Pedestrian Underpass for Construction

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

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

Adopt Resolution 2016-162; Authorize Award of Construction Contract With Peterson Companies for Construction of Pedestrian Underpass for Future County Road 110

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

In May 2016, City Council Authorized Design and Advertisement for Bid the proposed Pedestrian Underpass to be constructed as part of the County Road 110 roadway improvements guided by the expansion of Clearwater Middle School to become the Waconia School District High School location. The focus of the pedestrian underpass it to allow access to the High School main campus and athletic fields guided for development immediately west of County Road 110 without having to cross County Road 110 traffic in the future.

Design and placement of the underpass was designed and approved by Waconia School District staff. Placement is critical to High School site development on both sides of County Road 110, maintaining the appropriate size to accommodate maintenance equipment passage, and reduced construction costs based upon elevation of the County Road segment.

On July 25th, 2016, 7 bids were received. The table below reflects the bids as received.

Contractor	Bid Amount
Peterson Companies	\$194,771.20
Eureka Construction	\$221,048.00
RL Larson Excavating	\$229,450.00
Schneider Excavating	\$246,386.00
Midwest Contracting	\$257,148.00
Northdale Construction Co.	\$287,262.00
Park Construction	\$334,659.20

All bids received were competitive based upon the Engineering Estimate of \$330,000.00. Peterson Companies is the grading contractor for the High School Site, which most likely assisted in the benefitted pricing structure. Costs for the underpass construction are covered within the Developers Agreement for the High School Site. The underpass construction is to be assessed to the Waconia School District as an element of the agreement.

Staff recommends that City Council award the construction contract of the pedestrian underpass to Peterson Companies in the amount of \$194,771.20.

<p><i>FINANCIAL IMPLICATIONS:</i></p> <p>Funding Sources & Uses: Bonds; Assessment Per-Development Agreement</p> <p>Budget Information:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; text-align: center;"><input checked="" type="checkbox"/> X</td> <td>Budgeted</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Non Budgeted</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Amendment Required</td> </tr> </table>	<input checked="" type="checkbox"/> X	Budgeted	<input type="checkbox"/>	Non Budgeted	<input type="checkbox"/>	Amendment Required	<p><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>
<input checked="" type="checkbox"/> X	Budgeted						
<input type="checkbox"/>	Non Budgeted						
<input type="checkbox"/>	Amendment Required						

**CITY OF WACONIA
RESOLUTION NO. 2016-162**

**RESOLUTION AUTHORIZING AWARD OF CONSTRUCTION CONTRACT WITH
PETERSON COMPANIES FOR CONSTRUCTION OF PEDESTRIAN UNDERPASS FOR
FUTURE COUNTY ROAD 110 IN THE AMOUNT OF \$194,771.20**

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

WHEREAS, the Waconia School District desired a pedestrian underpass for multi-modal uses connecting their future athletic fields and High School Facility under the future CSAH 110 corridor; and

WHEREAS, authorization of the design and specifications were approved on March 21, 2016 with a bid opening on July 21st, 2016 as provided below; and

Contractor	Bid Amount
Peterson Companies	\$194,771.20
Eureka Construction	\$221,048.00
RL Larson Excavating	\$229,450.00
Schneider Excavating	\$246,386.00
Midwest Contracting	\$257,148.00
Northdale Construction, Co.	\$287,262.00
Park Construction	\$334,659.20

WHEREAS, Peterson Companies was the low bidder and is qualified to complete the installation of the pedestrian underpass; and

WHEREAS, Peterson Companies is currently under contract with the Waconia Independent School District for grading and utility installations allowing one contractor to complete the overall improvements associated with the future County Road 110 underpass and roadway elements.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes award of construction contract with Peterson Companies for construction of Pedestrian Underpass for future County Road 110 in the amount of \$194,771.20.

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

Kent Bloudek, Acting Mayor

Attest: _____
Susan MH Arntz, City Administrator

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



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

July 25, 2016

City of Waconia
Attn: Craig Eldred
310 East 10th Street
Waconia, MN 55387

RE: Pedestrian Underpass

Dear Mr. Eldred:

Bids were received on July 25, 2016 for the above referenced project. The proposed work includes materials and labor necessary to construct the pedestrian underpass under the future County Road 110 on the high school expansion site. Seven bids were received for the project and are tabulated below.

CONTRACTOR	BID AMOUNT
Peterson Companies	\$194,771.20
Eureka Construction	\$221,048.00
RL Larson Excavating	\$229,450.00
Schneider Excavating	\$246,386.00
Midwest Contracting	\$257,148.00
Northdale Construction Co.	\$287,262.00
Park Construction	\$334,659.20

Evaluation of the bids indicates the bidding process was very competitive. The low bid submitted was 41% below the engineer's estimated amount of \$330,000.00 and 42% below the high bid of \$334,659.20.

Peterson Companies is also the grading contractor on the high school expansion project. They have successfully completed projects of this type in the past and thereby have shown themselves to be a responsible contractor. Based on the items above, we recommend the City award a contract in the amount of **\$194,771.20** to Peterson Companies of Chisago City, MN. I am open to discuss this information with you and answer any questions you or the City Council may have.

Please contact me if you wish to discuss this project and recommendation in more detail.

Respectfully Submitted,
BOLTON & MENK, INC.

Jake Saulsbury, P.E.

cc: Kyle Johnson, Bolton & Menk



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	August 1, 2016
Item Name:	Authorize Public Service Director to Sign XCEL Underground Service Form Guided to Supply Electrical Service to TH 5/10 th Street Storm Water Reuse Site in the Amount of \$19,546.00; 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		Discussion Session	
--------------------------------	---------	-------------------------------------	-----------------	--	--------------------	--

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

Adopt Resolution 2016-163; Authorize Public Service Director to Sign XCEL Underground Service Form Guided to Supply Electrical Service to TH 5/10th Street Storm Water Reuse Site in the Amount of \$19,546.00; CIP Project 2015-415

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

City Council Member may recall improvements related to the TH 5 corridor improvements and the required storm water infiltration component related to the increase hard surface areas within the scope of TH 5, and the frontage road and connections associated with 10th Street. Storm water reuse in the form of irrigation has always been the plan of action. Grant funds have been established from the Metropolitan Council and Carver County Water Management Organization to assist in decreasing improvement costs, and establishing a pro-active plan to reduce potable water as and irrigation use, as well as infiltration of storm water as a pollutant reduction activity.

At the present time relevant items including the reuse distribution system, chlorination building, pump system, site improvements, and chemical equipment have been established for this improvement. The outstanding items remaining are relevant to electrical needs and one site for irrigation installation. This request for action will allow our Electrical Contractor to complete the service connections, chemical feed connections, and street lighting components for 10th Street.

We have worked with XCEL Energy staff on preparation of the site to meet their guidelines and have obtained the service installation costs for this site in the amount of \$19,546.00. It is staff recommendation that this request for action be approved allowing City Staff to place this reuse system into use by the end of August.

<p>FINANCIAL IMPLICATIONS:</p> <p>Funding Sources & Uses: Storm Water & Grant Funds</p> <p>Budget Information:</p> <table style="width: 100%;"> <tr> <td style="width: 10%; text-align: center;"><input checked="" type="checkbox"/></td> <td>Budgeted</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Non Budgeted</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Amendment Required</td> </tr> </table>	<input checked="" type="checkbox"/>	Budgeted	<input type="checkbox"/>	Non Budgeted	<input type="checkbox"/>	Amendment Required	<p>ADVISORY BOARD RECOMMENDATIONS:</p> <p>Planning Commission</p> <p>Parks and Recreation Board</p> <p>Safari Island Advisory Board</p> <p>Other</p>
<input checked="" type="checkbox"/>	Budgeted						
<input type="checkbox"/>	Non Budgeted						
<input type="checkbox"/>	Amendment Required						
<p>Approved _____ Denied _____</p> <p>Resolution No. _____</p>	<p>Tabled _____ Other _____</p> <p>Ordinance No. _____</p>						

**CITY OF WACONIA
RESOLUTION NO. 2016-163**

**RESOLUTION AUTHORIZING APPROVAL OF PUBLIC SERVICE DIRECTOR TO SIGN
XCEL UNDERGROUND SERVICE FORM GUIDED TO SUPPLY ELECTRICAL SERVICE TO
TH 5/10TH STREET STORM WATER REUSE SITE IN THE AMOUNT OF \$19,546.00; 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, XCEL Energy has provided the cost to provide necessary electrical service to the reuse site located on 10th Street in the amount of \$19,546.00.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of Public Services Director to sign XCEL Underground Service Form guided to supply electrical service to TH 5/10th Street storm water reuse site in the amount of \$19,546.00; CIP Project 2015-415.

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

Kent Bloudek, Acting Mayor

Attest: _____
Susan MH Arntz, City Administrator

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



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	August 1 st , 2016
Item Name:	REVISED Developer's Agreement for the High School Site – Waconia Public Schools
Originating Department:	Community Development
Presented by:	Lane Braaten, Community Development Director

Previous Council Action (if any):

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

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

Adopt Resolution 2016-164 Approving the REVISED Developer's Agreement for the Waconia Public Schools High School Site.

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

The City Council, at their regular meeting on November 23rd, 2015, approved a final plat for Waconia Public Schools titled New Waconia High School and Fields pursuant to Chapter 1000 of the Waconia City Ordinance. The New Waconia High School and Fields final plat consists of one (1) parcel and four (4) outlots. The City Council approved the final plat application via Resolution 2015-268 subject to certain conditions including Waconia Public Schools entering into a developer's agreement with the City.

Subsequently, the City Council, at their regular meeting on May 2nd, 2016, adopted Resolution No. 2016-98 approving the initial draft of the Developers Agreement for Waconia Public Schools High School Site. Since the time of initial approval City staff and ISD 110 staff have been working toward some revised language to further clarify how the details of the agreement will work. The final draft of said agreement is attached to this memo for your consideration.

City staff recommends approval of the revised developer's agreement language as proposed.

ATTACHMENTS:

1. Draft Resolution Approving the Revised Developer's Agreement for the Waconia Public Schools High School Site
2. Draft Developer's Agreement for the Waconia Public Schools High School Site

<p>FINANCIAL IMPLICATIONS:</p> <p>Funding Sources & Uses:</p> <hr/> <p>Budget Information:</p> <p style="padding-left: 20px;">Budgeted</p> <hr/> <p style="padding-left: 20px;">Non Budgeted</p> <hr/> <p style="padding-left: 20px;">Amendment Required</p>	<p>ADVISORY BOARD RECOMMENDATIONS:</p> <p>Planning Commission N/A</p> <p>Parks and Recreation Board</p> <p>Safari Island Advisory Board</p> <p>Other</p>
---	--

CITY OF WACONIA
RESOLUTION NO. 2016-164

**RESOLUTION APPROVING THE REVISED DEVELOPER'S AGREEMENT
FOR WACONIA PUBLIC SCHOOLS
HIGH SCHOOL SITE**

WHEREAS, Independent School District 110, an independent school district existing under the laws of the State of Minnesota (the "**School District**"), previously submitted an application to the City of Waconia (the "**City**") for a final plat titled New Waconia High School and Fields pursuant to Chapter 1000 of the Waconia City Code; and

WHEREAS, the present legal description for the real property to be platted as New Waconia High School and Fields is attached as EXHIBIT A; and

WHEREAS, once platted, New Waconia High School and Fields will consist of one (1) parcel and four (4) outlots, as depicted on the final plat (the "**Final Plat**"); and

WHEREAS, the City Council approved the final plat application in Resolution 2015-268, subject to certain conditions including the School District entering into a developer's agreement with the City; and

WHEREAS, The City Council approved an initial draft of the Developers Agreement for Waconia Public Schools High School Site on May 2nd, 2016, via Resolution No. 2016-98; and

WHEREAS, The City and the School District wish to further clarify and revise the agreement; and

WHEREAS, City staff has prepared a revised developer's agreement regarding New Waconia High School and Fields, a copy of which is attached as EXHIBIT B (the "**Developer's 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 Developer's Agreement attached as EXHIBIT B and of the proposed documents attached to such document as exhibits are approved in substantially the form attached as EXHIBIT B, together with such modifications thereof, deletions therefrom, and additions thereto as the City Administrator may deem appropriate.
3. The Mayor and City Clerk are hereby authorized to execute, acknowledge and deliver the Developer's Agreement and any other documents or instruments necessary or desirable to effectuate the transactions described in the

EXHIBIT A
NEW WACONIA HIGH SCHOOL AND FIELDS
LEGAL DESCRIPTION

DESCRIPTION OF EXISTING SCHOOL PARCEL

The west 10 acres of the Southwest Quarter of the Southeast Quarter of Section 22, Township 116, Range 25, Carver County, Minnesota. The east line of said 10 acres is parallel with the west line of said Southwest Quarter of the Southeast Quarter.

TOGETHER WITH

The east 659.44 feet of the Southeast Quarter of the Southwest Quarter of Section 22, Township 116, Range 25, Carver County, Minnesota, as measured at a right angle to the west line of said Southeast Quarter of the Southwest Quarter.

Said Existing School Property contains 1,310,814 sq. ft. (30.09 acres) of land, more or less.

EXISTING DESCRIPTIONS OF PARCELS BEING ACQUIRED

PARCEL A (Description from First American Title Insurance Company, Title Insurance Commitment, File No. 141381)

The land referred to in this Commitment is located in the County of Carver, State of Minnesota and is described as follows:
 The South Half of the Southwest Quarter of Section 22, Township 116, Range 25, EXCEPTING THEREFROM the following described parcel:

Commencing at the southwest corner of the Southwest Quarter of the Southwest Quarter; thence along the south line of said Southwest Quarter of the Southwest Quarter on an assumed bearing of East, a distance of 996.38 feet to the actual point of beginning; thence continue East along said south line, a distance of 240.00 feet to a point 87.87 feet west of the southeast corner of said Southwest Quarter of the Southwest Quarter as measured along said south line; thence North 00 degrees 13 minutes 00 seconds East parallel to the West line of said Southwest Quarter of the Southwest Quarter, a distance of 182.00 feet; thence West parallel to the south line of said Southwest Quarter of the Southwest Quarter, a distance of 240.00 feet; thence South 00 degrees 13 minutes 00 seconds West parallel to the west line of said Southwest Quarter of the Southwest Quarter, a distance of 182.00 feet to the actual point of beginning.

ALSO EXCEPTING THEREFROM the East 659.44 feet of the Southeast Quarter of the Southwest Quarter of Section 22, Township 116, Range 25, Carver County, Minnesota.

Said Parcel A contains 2,606,161 sq. ft. (59.83 acres) of land, more or less.

PARCEL B (Description from First American Title Insurance Company, Title Insurance Commitment, File No. 141382)

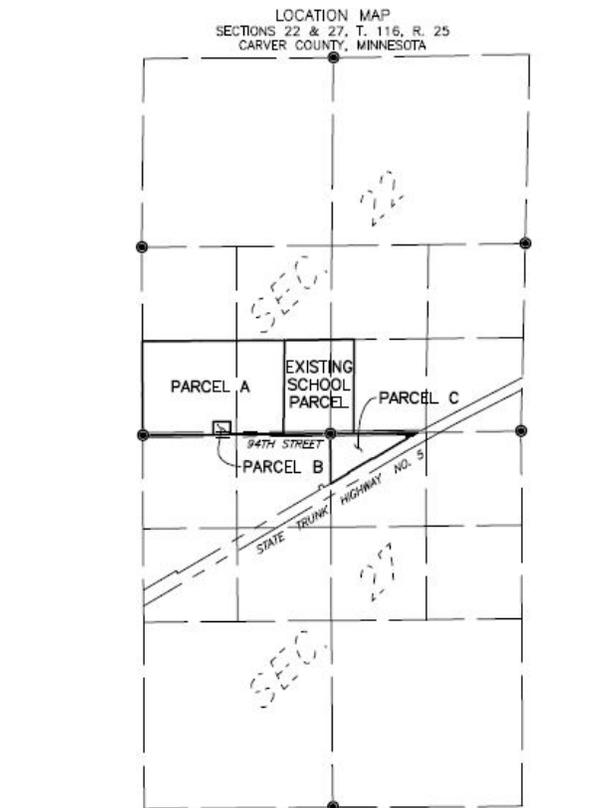
The land referred to in this Commitment is located in the County of Carver, State of Minnesota and is described as follows:
 That part of the Southwest Quarter of the Southwest Quarter of Section 22, Township 116, Range 25, Carver County, Minnesota, described as follows:
 Commencing at the southwest corner of the Southwest Quarter of the Southwest Quarter thence along the south line of said Southwest Quarter of the Southwest Quarter on an assumed bearing of East, a distance of 996.38 feet to the actual point of beginning; thence continue East along said south line, a distance of 240.00 feet to a point 87.87 feet West of the southeast corner of said Southwest Quarter of the Southwest Quarter as measured along said south line; thence North 00 degrees 13 minutes 00 seconds East parallel to the West line of said Southwest Quarter of the Southwest Quarter, a distance of 182.00 feet; thence West parallel to the south line of said Southwest Quarter of the Southwest Quarter, a distance of 240.00 feet; thence South 00 degrees 13 minutes 00 seconds West parallel to the west line of said Southwest Quarter of the Southwest Quarter, a distance of 182.00 feet to the actual point of beginning.

Said Parcel B contains 43,680 sq. ft. (1.00 acres) of land, more or less.

PARCEL C (Description from First American Title Insurance Company, Title Insurance Commitment, File No. 141407)

The land referred to in this Commitment is located in the County of Carver, State of Minnesota and is described as follows:
 That part of the Northeast Quarter of Section 27, Township 116, Range 25, Carver County, Minnesota, which lies northerly and westerly of the northerly right of way line of State Highway No. 5.

Said Parcel C contains 426,709 sq. ft. (9.80 acres) of land, more or less.



**EXHIBIT B
DEVELOPERS AGREEMENT**

**DEVELOPMENT AGREEMENT
FOR
WACONIA PUBLIC SCHOOLS
HIGH SCHOOL SITE**

This agreement (the “**Agreement**”) is dated August 1st, 2016, and is between the City of Waconia, a Minnesota municipal corporation (the “**City**”) and Independent School District 110, an independent school district existing under the laws of the State of Minnesota (the “**Developer**”).

RECITALS

WHEREAS, the Developer previously petitioned the City to approve a site plan for the future expansion of Clearwater Middle School into a new high school site located at 1650 Airport Road, which is legally described on attached Exhibit A-1 and depicted with grey shading on the diagram attached as Exhibit A-2 (the “**Property**”); and

WHEREAS, on November 23, 2015, the City Council passed Resolution 2015-267 conditionally approving the Site Plan drafted by Lawal Scott Erickson (LSE) Architects in conjunction with Anderson-Johnson Associates, Inc., which is attached as Exhibit B (the “**Site Plan**”); and

WHEREAS, the Site Plan contains a new 1600 student high school and associated site improvements including driveways, parking lots, trails, athletic fields, drainage facilities and open spaces (collectively, the “**School**”); and

WHEREAS, a the traffic planning study (the “**Transportation Study**”) completed by Bolton & Menk, dated November 4th, 2015, evaluates the site and final plans and makes recommendations regarding the future development of the site; and

WHEREAS, City staff has reviewed and conditionally approved the following (collectively, the “**Construction Plans**”):

1. Waconia High School Landscape Plans dated October 27, 2015 (attached as Exhibit C);
2. Waconia High School Construction Documents dated _____, 2016; and
3. Waconia High School Design Development Plans dated _____, 2016; and

4. City Engineer requirements contained in the Memorandum of Bolton & Menk, Inc., dated July 14th, 2016; and

WHEREAS, this Agreement is entered into for the purpose of setting forth and memorializing for the parties and subsequent owners the understandings and agreements of the parties concerning the development of the Property;

NOW, THEREFORE, the City and the Developer agree as follows:

TERMS

1. **INCORPORATION.** Except as expressly provided in this Agreement to the contrary, the following are incorporated by reference as agreements of the City and the Developer:

- 1.1. The Recitals set forth above;
- 1.2. The City resolution referred to in the above Recitals, the terms of all documents referred to in such resolution, and the exhibits attached to such resolution (collectively, the “**City Resolutions**”);
- 1.3. The Transportation Study referred to in the above Recitals and the exhibits attached to such study.

2. **DEFINITIONS.**

“**City Engineer**” means Jake Saulsbury, Bolton & Menk, Inc., 2638 Shadow Lane, Suite 200, Chaska, MN 55318-1172, or his designee or successor.

“**City Planning Director**” means Lane Braaten, City of Waconia, 201 South Vine Street, Waconia, MN 55387, or his designee or successor.

“**City Public Services Director**” means Craig Eldred, City of Waconia, 310 East 10th Street, Waconia, MN 55387, or his designee or successor.

“**City Building Inspector**” means the then current building official for the City, as designated by the City Council, or such person’s designee.

“**Governmental Entities**” means, collectively, the City, Carver County, the State of Minnesota, the United States of America, or any subdivision or department thereof including: the Minnesota Department of Transportation; the Carver County Highway Department; the appropriate watershed district; the Board of Soil and Water Resources; the Minnesota Department of Natural Resources; the Army Corps of Engineers; the Minnesota Pollution Control Agency; the Metropolitan Council; the Minnesota Department of Health; and any other regulatory or jurisdictional agency affected by or having jurisdiction over the Improvements required for the development of the Property. Any reference to a “**Governmental Entity**” means any of the above.

Additional terms are defined in the introductory paragraph, the Recitals and later in this Agreement. All defined terms, when capitalized, shall have the meanings ascribed to them unless the context clearly requires otherwise.

3. **RIGHT TO PROCEED; CONSTRUCTION.** Unless separate written approval has been given by the City, the Developer may not grade the Property or otherwise start construction of any improvement thereon until the following conditions have been met to the satisfaction of the City: i) this Agreement has been fully executed by both parties and filed with the City Clerk; ii) the required security has been received by the City; iii) all documents required by this Agreement to be recorded have been recorded with the Carver County Recorder's Office or Registrar of Titles; iv) the Developer has provided the City with recording information for all instruments required to be recorded; v) the Developer is not in default under any other agreement related to the Property or any other property within the City limits that is owned by the Developer or within the Developer's control; vi) the Developer is not in violation of any federal, state or local regulation; and vii) the City Administrator or the City Planning Director has issued a letter that the Developer may proceed. Construction on the Property shall proceed in accordance with the Site Plan, the Construction Plans, the City Resolutions, the Waconia City Code and this Agreement.

4. **ENGINEERING AND PLANNING REQUIREMENTS.**

4.1. **Developer's Engineer.** The Developer warrants it has engaged, at the Developer's expense, a duly registered professional civil engineer authorized to practice within the State of Minnesota to prepare the Construction Plans. Further, such engineer has made representations to the Developer that the Construction Plans have been prepared in accordance with the City's standard specifications for the complete installation of all Improvements.

4.2. **Requirements.** The City shall have no obligation to allow any site work until the following engineering and planning requirements have been met to the City's satisfaction:

4.2.1. **Erosion and Sediment Control Plan.** The Developer shall submit an erosion and sediment control plan to Carver County for review and approval. Further, any wetland mitigation that requires approval from the Minnesota DNR and/or Carver County has been reviewed and approved by such entities. The Developer shall follow and comply with the erosion and sediment control plan. Further, during the development of the Property, the Developer shall follow all measures to protect any wooded areas and steep slopes on the Property, as determined and directed by the City Engineer.

4.2.2. **Wetlands.** The Developer shall apply for and receive approval of any wetland alterations on the Property, all of which shall comply with the Waconia City Code, State statutes and the Wetland Conservation Act.

4.2.3. **Approvals from other Governmental Entities.** The Developer shall submit the Site Plan and the Construction Plans to all Governmental Entities that require submission and shall modify the Site Plan and Construction Plans as required by such Governmental Entities. The Developer shall further comply with the requirements of all Governmental Entities having jurisdiction to their satisfaction and make dedications of right-of-way or other dedications as required by such Governmental Entities. Any modifications to the Site Plan or

the Construction Plans are subject to the review and approval of the City Council. The Developer shall comply with any further requirements of the City Council based on its additional review.

4.2.4. **Plan for Construction Access.** The Developer shall submit a plan for construction access to the Property, which shall be subject to the review and approval of the City Public Services Director and City Engineer.

4.2.5. **Easements.** The Developer shall grant the City recordable easements, each in a form approved by the City, for: i) all items shown as public easement areas in the Site Plan and the Construction Plans; ii) all trails and drainage areas described in the Construction Plans.

5. **GRADING.** The Property shall be graded in accordance with the approved grading, drainage and erosion control portion of the Construction Plans. Within sixty (60) days after completion of the grading, the Developer shall provide the City with a “record” grading plan certified by a registered land surveyor or engineer showing that all ponds, swales and ditches have been constructed as approved by the City and the Carver County Water Management Organization. The “record” plan shall further depict field verified locations, site grades and elevations of the following: ponds, swales, emergency overflows, wetlands, wetland mitigation areas, ditches, borrow areas, stockpiles, lot corners, building pads, and tops and bottoms of retaining walls. The cross sections of any ponds shall be obtained after the entire site is completely graded, received final restoration, the ponds have been pumped down, all sediment has been removed, and the pond elevations have been restored to the approved design elevations.

6. **IMPROVEMENTS.**

6.1. **Improvements.** For purposes of this Agreement, the “**Improvements**” are, collectively, the Municipal Improvements, the Private Improvements, and the Landscaping Improvements, all as described in this Section 6. Further, any reference in this Agreement to the “**Municipal Improvements**” means, collectively, the Developer Installed Municipal Improvements and the Developer Funded Municipal Improvements.

6.2. **Developer Installed Municipal Improvements.** Except as expressly provided in Section 6.3 below, the Developer shall design, construct and install public improvements on and adjacent to the Property in conformance with the Site Plan, the Construction Plans, the Waconia City Code, the Transportation Study, and this Agreement (the “**Developer Installed Municipal Improvements**”). The Developer shall pay 100% of the costs associated with designing, constructing and installing the Developer Installed Municipal Improvements. The Developer Installed Municipal Improvements include, but are not limited to, the following:

- street grading and graveling, including, but not limited to the construction of berms and boulevards;
- permanent street surfacing, including but not limited to concrete curb and gutter;
- boulevard sodding/seeding and blanket;

- sanitary sewer laterals or extensions, including but not limited to all necessary services, lift stations and other appurtenances;
- storm sewers, including but not limited to all necessary catch basins, inlets and other appurtenances;
- water main laterals or extensions, including but not limited to all necessary building services, hydrants, valves and other appurtenances;
- storm drainage systems and supportive restoration systems for swales and ravines;
- internal site lighting; and
- internal sidewalk and trail segments.

6.3. **Developer Funded Municipal Improvements.** The Developer shall reimburse the City for Developer’s share of certain road and sign improvements to be constructed by the City as described in this Section 6.3 (the “**Developer Funded Municipal Improvements**”).

6.3.1. **Community Drive Improvements.** The Developer shall reimburse the City for 79% of the actual, final costs of designing and constructing an extension of Community Drive to serve the Project including, but not limited to, roundabouts, water main, curb and gutter, storm water, grade improvements, and street surfacing (the “**Community Drive Reimbursement**”). The Developer shall pay the Community Drive Reimbursement by crediting such amount against the City’s share of costs associated with the remaining roofing and dehumidification system improvements previously made to the Safari Island facility (the “**Safari Island Improvement Costs**”). The Developer and the City acknowledge that the Safari Island Improvement Costs are allocated between them pursuant to a separate lease agreement for the facility. The Developer and the City agree that the Community Drive Reimbursement and the Service Reimbursement satisfies the City’s reimbursement obligation under such lease agreement for the Safari Island Improvement Costs with additional construction costs in excess of agreement to be assessed to the Developer. The Developer irrevocably waives any right to appeal or otherwise contest such assessment. Further, upon the City’s request, the Developer shall execute a separate waiver of appeal rights regarding such assessment once the estimated cost of the CSAH 110 extension described in this document has been established. The failure of the City to request such a separate waiver, or the Developer’s failure to execute such a separate waiver, shall in no way invalidate the waiver contained in this Section 6.3.1

6.3.2. **94th Street Improvements.** The Developer shall reimburse the City for 82% of the actual, final cost of designing and constructing the 94th Street roadway improvements including, but not limited to, curb and gutter, water main, storm water, grade improvements, and surfacing (the “**94th Street**”).

Improvement Reimbursement”). The City shall assess the Developer for the 94th Street Improvement Reimbursement over a period of 10 years with interest payable pursuant to the City’s current assessment policy. The Developer irrevocably waives any right to appeal or otherwise contest such assessment. Further, upon the City’s request, the Developer shall execute a separate waiver of appeal rights regarding such assessment once the estimated cost of the 94th Street roadway improvements described above has been established. The failure of the City to request such a separate waiver, or the Developer’s failure to execute such a separate waiver, shall in no way invalidate the waiver contained in this Section 6.3.2.

- 6.3.3. **Future CSAH 110 Improvements.** The Developer shall reimburse to the City 40% of the actual, final cost of designing and constructing the section of County State Aid Highway 110 (“**CSAH 110**”) extending from State of Minnesota Trunk Highway 5 to Community Drive including, but not limited to, roundabouts, water main, curb and gutter, storm water, grade improvements, and surfacing (the “**CSAH 110 Reimbursement**”); provided, however, the City shall pay 100% of the cost for oversizing the water main to 10 inches from the required minimum of 8 inches in the future CSAH 110 corridor between Community Drive and 94th Street. The Developer shall pay the CSAH 110 Reimbursement by crediting such amount against the City’s share of costs associated with the completed roofing and dehumidification system improvements previously made to the Safari Island Facility (the “**Safari Island Improvement Costs**”). The Developer and the City acknowledge that the Safari Island Improvement Costs are allocated between them pursuant to a separate lease agreement for the facility. The Developer irrevocably waives any right to appeal or otherwise contest such assessment. Further, upon the City’s request, the Developer shall execute a separate waiver of appeal rights regarding such assessment once the estimated cost of the CSAH 110 extension described above has been established. The failure of the City to request such a separate waiver, or the Developer’s failure to execute such a separate waiver, shall in no way invalidate the waiver contained in this Section 6.3.3.
- 6.3.4. **Future CSAH 110/Highway 5 Intersection Improvements.** The Developer shall reimburse the City for 84% of the actual, final costs of designing and constructing the CSAH 110/Highway 5 intersection improvements (the “**Intersection Reimbursement**”). The City shall invoice the Developer for the Intersection Reimbursement and the Developer pay such sum to the City in certified funds or via wire transfer within 30 days of the date on the invoice.
- 6.3.5. **School Zone Signage.** The Developer shall reimburse to the City for 100% of the costs associated with the purchase and installation of the school zone signage (the “**Signage Reimbursement**”). The City shall invoice the Developer for the Signage Reimbursement and the Developer pay such sum to the City in certified funds or via wire transfer within 30 days of the date on the invoice.

- 6.4. **Private Improvements.** The Developer shall design, construct and install private improvements on the Property in conformance with the Site Plan, the Construction Plans, the Waconia City Code and this Agreement (the “**Private Improvements**”). The Developer shall pay 100% of the costs associated with designing, constructing and installing the Private Improvements. The Private Improvements consist of the following:
- 6.4.1. **Grading and Soil Correction.** The Developer shall grade the Property and correct soils.
 - 6.4.2. **Private Streets, Sidewalks and Trails.** The Developer shall construct all private streets, sidewalks and trails. In regard to trails, the Developer shall construct 8 ft. wide bituminous trails connecting the internal pedestrian circulation routes and a trail connecting the east and west portions of the Property using the pedestrian underpass referred to below.
 - 6.4.3. **Pedestrian Underpass.** The Developer shall construct an underpass within the CSAH 110 corridor, including associated retaining wall improvements. The City agrees to provide, at the Developer’s cost: i) engineering services related to design, bidding, construction management, installation, and underpass lighting; and ii) staff/professional services in regard to obtaining any required encroachment or easement agreements (collectively, the “**City Services**”). The Developer shall reimburse the City for 100% of the costs associated with providing the City Services (the “**Service Reimbursement**”). The Developer irrevocably waives any right to appeal or otherwise contest such assessment. Further, upon the City’s request, the Developer shall execute a separate waiver of appeal rights regarding such assessment once the estimated cost of the CSAH 110 extension described in this document has been established. The failure of the City to request such a separate waiver, or the Developer’s failure to execute such a separate waiver, shall in no way invalidate the waiver contained in this Section 6.4.3.
 - 6.4.4. **Private Farm Drain Tile Relocation.** The Developer shall design and install a private storm sewer system (the “**Drainage System**”) to replace existing farm drain tile lines currently crossing the Property for the purpose of maintaining drainage for the agricultural farm land lying north of the Property. The Developer shall submit the plans for such system to the City Public Services Director for review and approval before the Drainage System is installed. If the City Public Services Director requests any changes to such plans, the Developer shall make them. After the Drainage System is installed and before any trenches are filled, the Developer shall notify the City Public Services Director and afford the City the right to inspect the Drainage System. If the City Public Services Director requests any changes to the Drainage System, the Developer shall make them. Promptly after the Drainage System has been substantially completed, the Developer shall grant the City an easement (using an easement form acceptable to the City) to maintain, repair, improve, replace

and remove the Drainage System or any portion thereof. The easement shall further convey ownership of the Drainage System to the City.

6.5. **Landscaping Improvements.**

6.5.1. **Landscaping Improvements.** The Developer shall, at its expense, install all landscaping improvements called for in the Construction Plans in conformance with the Construction Plans (the “**Landscaping Improvements**”).

6.5.2. **Maintenance and Repair.** The Developer shall assume maintenance, repair and replacement responsibilities for all Landscaping Improvements located on parcels owned by the Developer. The City shall have no obligation to maintain, repair or replace any Landscaping Improvements.

6.6. **Permits.** Prior to any grading or construction occurring on the Property, the Developer shall determine and obtain all necessary approvals, permits, and licenses required by Governmental Entities for the development of the Property as contemplated by the Site Plan, the Construction Plans and this Agreement. Any design requirements of such agencies shall be determined prior to completion and incorporated into the plans and specifications. All costs incurred to obtain such approvals, permits, and licenses and all fines or penalties levied by any Governmental Entity due to the failure of the Developer to obtain or comply with the conditions of such approvals, permits, and licenses shall be the sole responsibility of the Developer. The Developer agrees to defend and hold the City, its officers, employees and agents harmless from any action initiated by any Governmental Entity resulting from any failure of the Developer.

6.7. **Licenses.** The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the Property to perform all work and inspections deemed appropriate by the City in conjunction with the development.

6.8. **Standard of Performance.** All labor and work shall be done and performed in the best and most workmanlike manner and in strict conformance with the Site Plan, the Construction Plans, the Transportation Study, the Waconia City Code and this Agreement, unless approved in writing to the contrary by the City Engineer.

6.9. **Deadlines for Completion.** The Developer shall install all Developer Installed Municipal Improvements and Private Improvements by November 1st, 2017, except for the final lift of pavement on the internal roads and parking areas. The final lift of pavement on Municipal, internal roads and parking areas shall be completed no later than August 1, 2018. All Landscape Improvements shall be installed no later than October 1, 2018. The Developer may request an extension of time from the City in regard to any deadline, which the City may grant or deny in its sole discretion. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date.

6.10. **Construction Times.** The Developer shall conduct all construction activities in conformance with the City’s noise ordinance (Chapter 740 of the Waconia City Code).

6.11. **Public Property Damage.** The Developer agrees to assume full financial responsibility

for any damage that may occur to public property on or adjoining the Property when such damage occurs as a result of the activity that takes place during the School development. The Developer further agrees to pay all costs required to repair the streets and/or utility systems damaged or cluttered with debris when occurring as a direct or indirect result of the construction that takes place at the Property or in connection with any Developer Installed Municipal Improvements. In the event the Developer fails to maintain or repair the damaged public property referred to above within 10 days after receiving written notice from the City requesting the Developer to maintain or repair the damaged property, then the City may undertake making and causing said damage or clutter to be repaired or cleaned. When the City undertakes such repair, the Developer shall reimburse the City for all of its expenses.

- 6.12. **Street Cleaning.** During the development of the Property, the Developer shall keep the streets adjoining the Property free of dirt and debris caused by its development. In the event dirt and/or debris has accumulated on streets within or adjacent to the Property, the City is hereby authorized to immediately commence a street cleaning operation if streets are not cleaned by the Developer after 48 hours of receiving notice of the violation from the City. Street cleaning shall be defined as the use of any equipment specifically designed for sweeping, necessary for cleaning dirt, mud and debris from the City right-of-way. If conditions are such that a street cleaning operation is immediately necessary, the City may perform the necessary street cleaning. The City will then bill the Developer, as the delinquent party, for all associated street cleaning costs.
- 6.13. **Inspection.** The Developer shall instruct its engineer to provide adequate field inspection personnel to assure an acceptable level of quality control to the extent that the Developer's engineer will be able to certify that the construction work meets the approved City standards as a condition of City acceptance. In addition, the City may, at the City's discretion and at the Developer's expense, have 1 or more City inspectors and a soil engineer inspect the work on a full or part-time basis. The Developer, its contractors and subcontractors, shall follow all instructions received from the City's inspectors. The Developer's engineer shall provide for on-site project management. The Developer's engineer is responsible for design changes and contract administration between the Developer and the Developer's contractor. The Developer, through its engineer, must also provide all surveying and construction staking necessary to ensure that the construction conforms to the Construction Plans. The Developer or its engineer shall schedule a pre-construction meeting at a mutually agreeable time at the City Hall with all parties concerned, including the City Public Services Director, to review the program for the construction work.
- 6.14. **Final Inspection by City.** Promptly upon completion of the Improvements, the Developer shall provide the following to the City (the "**Inspection Deliverables**"):
 - 6.14.1. as-built plans of the Improvements in both paper and electronic format, which electronic format shall be acceptable to the City Public Services Director; and
 - 6.14.2. a recording of closed circuit televising of the sanitary sewer improvements and

a written report describing such televising.

6.15. **Acceptance by City.** All the Improvements are subject to final inspection by the City Engineer, the City Public Services Director and the City Building Inspector (collectively, the “**City Staff Inspectors**”). If any of the City Staff Inspectors determine corrective action is needed to conform any of the Improvements to the Construction Plans, this Agreement, any requirement of a Governmental Entity, or to correct defective or damaged work (including, but not limited to, pavement and sidewalk cracks and damage), the City shall inform the Developer of the corrective action needed. Upon receiving notice from the City of any corrective action needed, the Developer shall, at the Developer’s expense, promptly complete the corrective action to the satisfaction of the City Staff Inspectors. Further, within 60 days of the City’s receipt of the Inspection Deliverables, the City shall either accept, by resolution of the City Council, the Developer Installed Municipal Improvements and the Private Improvements or inform the Developer of corrective action needed. In regard to the Developer Installed Municipal Improvements and the Private Improvements, the City’s failure to act as stated above within the 60 day period shall be deemed acceptance. Upon acceptance by the City, the Developer Installed Municipal Improvements shall become City property without further action.

7. **WARRANTIES.**

7.1. **Landscaping Improvements.** The Developer agrees, or shall cause its prime contractor to agree, to guarantee and warrant all work performed and all materials supplied in regard to the Landscaping Improvements for a period of 2 years from the date installed. If any plant material dies or is not growing properly within 2 years of the date it is installed, the Developer or its prime contractor shall promptly replace it.

8. **INSURANCE AND INDEMNIFICATION.**

8.1. **Insurance.** The Developer shall furnish, or shall cause its prime contractor to furnish, proof of insurance prior to the commencement of construction of the Improvements and subject to the review and approval of the City, covering any public liability or property damage by reason of operation of the contractor’s equipment, laborers and hazard caused by the Improvements at minimum policy amounts of \$1,000,000.00. The contractor shall keep the insurance in force at all times construction of the development is in progress. The insurance must name the City as an additional insured and must provide that the insurer shall give the City not less than 30 days’ written notice prior to cancellation or termination of the insurance policy.

8.2. **Indemnification.** Any and all claims that arise or may arise against the Developer, its agents, servants, or employees while engaged in the performance of the development of the Property shall in no way be the obligation of the City. Furthermore, the Developer shall indemnify, hold harmless, and defend the City, its officers, employees, consultants and agents against any and all liabilities, losses, costs, damages, expenses, claims, actions, or judgments, including attorneys’ fees, that the City, its officers, employees, consultants and agents may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or failure to act by the Developer, its agents,

servants and/or employees. Notwithstanding anything to the contrary, the Developer's obligation to indemnify, hold harmless, and defend the City shall not extend to any claim, liability, loss, costs, damages, expenses, actions, or judgments, including attorneys' fees, which relate to, result from, or are caused by the City's violation of applicable law, this Agreement, or the negligence of the City and/or its officers, employees, consultants or agents.

9. **BUILDING PERMITS AND CERTIFICATE OF OCCUPANCY.**

9.1. **General Building Permit Requirements.** No building permit shall be issued until:

9.1.1. The Site Plan has received final approval from the City Council; and

9.1.2. any outstanding amounts due the City under this Agreement have been paid; and

9.1.3. all required financial guarantees have been given to the City; and

9.1.4. the Developer is not then in default of this Agreement; and

9.1.5. the City Public Services Director has approved access and temporary construction access for the School development; and

9.1.6. the Developer has paid all fees then required by the City or any other Governmental Entity for issuance of a building permit including any fees for: i) metro sewer availability; ii) sewer trunk; iii) sewer permit; iv) sewer hookup; v) water trunk; vi) water permit; vii) water hookup; viii) storm water trunk; and ix) storm water connection; and

9.1.7. all Waconia City Code requirements for issuance of a building permit have been met.

9.2. **Certificate of Occupancy Requirements.** No certificate of occupancy shall be issued until:

9.2.1. the City Public Services Director has approved an as-built final grade and sidewalk/trail survey for the Property;

9.2.2. the City Public Services Director has approved a utility check for the Property;

9.2.3. the City Public Services Director has approved storm water compliance for the Property; and

9.2.4. all Waconia City Code, building code and other requirements for issuance of a certificate of occupancy have been met.

10. **LOT REQUIREMENTS.** The School project shall meet the requirements of Section 900.05, Subd. 2.L. - P, Public District.

11. **PAYMENT OF COSTS AND EXPENSES.**

11.1. **General.** The Developer agrees to pay, upon demand of the City, all costs, expenses, charges and fees incurred or paid by the City in relation to this Agreement or the School development. For example, the Developer shall reimburse the City for staff

time, consulting fees, reasonable attorneys' fees and costs relating to: i) review of the Construction Plans; ii) the negotiation and preparation of this Agreement; iii) reviews and inspections required or permitted by this Agreement; and iv) any action or suit relating to this Agreement or the School development.

11.2. **City Billing Procedure.** Whenever this Agreement permits the City to demand payment from the Developer or requires the Developer to reimburse the City, the City shall invoice the Developer for the amount due. Each amount invoiced by the City to the Developer shall be due and payable 30 days after the date of the applicable invoice. If the Developer fails to pay any amount on before the date such amount is due, the Developer shall be deemed in default of this Agreement.

12. **FINANCIAL GUARANTEES.** The Developer shall provide the following financial guarantees.

12.1. **Guarantee for Private Improvements.**

12.1.1. **Letter of Credit.** To assure the installation of all Developer Installed Private Improvements in a good and workmanlike manner and Developer's faithful performance of its obligations under this Agreement, Developer shall provide City with an irrevocable letter of credit from a U.S. bank with a physical branch location in the State of Minnesota, the form of which shall be satisfactory to City (the "**Letter of Credit for Private Improvements**") in the amount of \$1,380,000 (which equals one hundred twenty percent (120%) of the cost of the Private Improvements). In the event Developer fails to install the Developer Installed Private Improvements in accordance with the provisions of this Agreement, fails to reimburse the City for the Developer Funded Municipal Improvements as required herein, or otherwise breaches its obligations under this Agreement, the City shall notify Developer in writing of such default. In the event Developer fails to cure the default required within 30 days of receipt of the City's written notice the City may declare a default under the Agreement. Thereafter the City may draw upon the Letter of Credit for Private Improvements in such amount as is reasonably adequate to cure the default. The Letter of Credit for Private Improvements shall be renewable on an annual basis and shall provide for the City to receive notice of renewal at least 30 days prior to the date of renewal.

12.1.2. **Release/Reduction of Letter of Credit.** Developer may apply to the City for release of all or a portion of the Letter of Credit for Municipal Improvements as follows:

12.1.2.1. When another irrevocable letter of credit acceptable to the City is furnished to the City to replace the Letter of Credit for Private Improvements.

12.1.2.2. When the Private Improvements have been substantially completed and accepted by the City Engineer, Developer may apply for a fifty percent (50%) reduction in the Letter of Credit for Private Improvements and the City shall grant such request provided a new

letter of credit acceptable to the City for the remaining fifty percent (50%) is furnished to the City by Developer.

12.1.2.3. When all of the Private Improvements have been completed and the warranty bond required by Section 7 of this Agreement has been provided to the City, Developer may apply to have the Letter of Credit for Private Improvements released in its entirety and the City shall grant such request.

12.2. Guarantee for Landscape Improvements.

12.2.1. **Letter of Credit.** To assure the installation of all Landscape Improvements in a good and workmanlike manner, the proper growth of all plants for the period of 2 years after installation, and Developer's faithful performance of its obligations under this Agreement, Developer shall provide City with an irrevocable letter of credit from a U.S. bank with a physical branch location in the State of Minnesota, the form of which shall be satisfactory to City (the "**Letter of Credit for Landscape Improvements**") in the amount of \$51,562.50 (which equals one hundred percent (100%) of the cost of the Landscape Improvements). In the event Developer fails to install and maintain the Landscape Improvements in accordance with the provisions of this Agreement, fails to replace a plant not growing properly or otherwise breaches this Agreement, the City shall notify Developer in writing of such default. In the event Developer fails to cure the default required within 30 days of receipt of the City's written notice the City may declare a default under the Agreement. Thereafter the City may draw upon the Letter of Credit for Landscape Improvements in such amount as is reasonably adequate to cure the default. Such Letter of Credit for Landscape Improvements shall be renewable on an annual basis and shall provide for the City to receive notice of renewal at least 30 days prior to the date of renewal.

12.2.2. **Release/Reduction of Letter of Credit for Landscape Improvements.** Developer may apply to City for release of all or a portion of the Letter of Credit for Landscape Improvements as follows:

12.2.2.1. When another irrevocable letter of credit acceptable to the City is furnished to the City to replace the Letter of Credit for Landscape Improvements; or

12.2.2.2. Upon such time as the Landscape Improvements have been installed for a period of 1 year or a warranty bond ensuring the proper growth of all plant material for a period of 1 year following installation has been provided to the City.

12.3. **Expiration.** In the event any letter of credit required by this Section 12 will expire pursuant to its terms prior to the time that all money or obligations of Developer are paid or completed pursuant to this Agreement, Developer shall provide the City with a new letter of credit, acceptable to City, at least 30 days prior to the expiration of such

expiring letter of credit. If a new letter of credit is not received as required above, the City may declare a default in the terms of this Agreement and draw in part, or in total, at City's discretion, upon the expiring letter of credit to avoid the loss of surety for the continued obligations.

- 12.4. **Failure to Perform.** If the Developer is in default of this Agreement or otherwise fails to perform any of the duties, conditions or terms of this Agreement in the time permitted herein, or in such extended time as may be granted in writing by the City Council, the City shall be entitled to draw on any escrow provided by the Developer pursuant to this Section 12, to enter the Property, and to cure the default. In the event the default consists of the Developer's failure to install any of the Improvements in accordance with the provisions of this Agreement, the City shall cure the default by performing the work in accordance with the Construction Plans and this Agreement. The City may reimburse itself for all costs and expenses, including, but not limited to legal and consulting fees, arising out of or related to curing the Developer's default from escrow funds. The Developer shall indemnify, hold harmless, and defend the City, its officers and employees against any and all liability, loss, costs, damages, expenses, claims, actions, or judgments, including attorneys' fees which the City, its officers or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of the City exercising its power under this Section 12.4.
- 12.5. **Costs.** The City's costs for processing each escrow release request shall be billed to the Developer at One Hundred Twenty-five and no/100 Dollars (\$125.00) per hour with a minimum of 1 hour per release, and shall be deducted directly from the escrow funds released. Any request for release of escrow funds shall be either approved or denied within 30 days of being made in writing to the City.
- 12.6. **Deficiency.** In the event any of the sureties described in this Section 12 are used by the City and found to be deficient in amount to pay or reimburse the City in total as required herein, the Developer agrees that, upon being billed by the City, the Developer will pay the deficiency amount to City within 10 days of receipt of such billing to the Developer. If the Developer fails to pay, the City may assess all costs, including, but not limited to, staff time, engineering fees and legal fees against the Property. The Developer acknowledges that the City has the authority, pursuant to Minnesota Statutes Chapters 412 and 429, to specially assess property benefited by improvements. In addition to the above, the City may seek a civil judgment against the Developer.
13. **PROOF OF TITLE/ATTORNEY REVIEW.** Before any building permits or other permits for the School development are issued by the City, the Developer shall provide the City with sufficient evidence (which sufficiency shall be determined by the City Attorney) that all documents required to be recorded pursuant to this Agreement have been properly recorded.
14. **REPRESENTATIONS AND WARRANTIES OF DEVELOPER.** The Developer, as an inducement to the City to enter into this Agreement, hereby represents, warrants and covenants to the City as follows:
 - 14.1. **Authorization.** The Developer is an organized school district under the laws of the

State of Minnesota in good standing and authorized to do business in the State of Minnesota. The Developer has full authority to enter into this Agreement and make it binding on itself and its successors and assigns, and to make this Agreement, and the covenants herein, binding upon and running with the Property. This Agreement shall not become effective until it is executed and delivered by the City and the Developer.

- 14.2. **Ownership.** The Developer has a fee ownership interest in the Property.
- 14.3. **Execution No Violation.** The execution, delivery and performance of this Agreement does not and will not result in any breach of, or constitute a default under, any indenture, mortgage, contract, agreement or instrument to which the Developer is a party or by which it, or the Property, is bound.
- 14.4. **Litigation.** There are no pending or, to the knowledge of the Developer, threatened actions or proceedings before any court or administrative agency that will adversely affect the financial condition, business or operation of the Developer or the ability of the Developer to perform its obligations under this Agreement.
- 14.5. **Compliance.** The Developer will comply with and promptly perform all of the Developer's obligations under this Agreement and all related documents and instruments.
- 14.6. **Wetlands.** As of the date of this Agreement, the Property and the proposed development thereof complies with the Wetland Conservation Act.
- 14.7. **Environmental Laws.** To the best of the Developer's knowledge, as of the date of this Agreement, the Developer is not in violation of any local, state or federal environmental law, regulation or review procedure, which would give any person a valid claim under the Minnesota Environmental Rights Act with respect to the Property.
15. **DEFAULT.** In the event the Developer, its successors or assigns breaches any of the covenants or agreements herein contained and any such violation remains uncured for more than 30 days after the City gives the Developer notice of the violation (unless another provision of this Agreement calls for a shorter cure period, in which case the shorter period shall apply), the City may draw and/or utilize the deposited escrow funds, letters of credit, or other surety funds to complete the Developer's obligations as set forth herein, and to the extent not satisfied from such funds, to bring legal action against the Developer to collect any sums due pursuant to this Agreement. In the event of an uncured default, the Developer hereby grants the City and the City's employees, representatives or agents the right to enter the Property to perform any act deemed necessary by City to complete the Developer's default. In addition to the above, the City may initiate any legal action allowed by law, including, but not limited to, injunctive relief for compliance with this Agreement.
16. **NOTIFICATION INFORMATION.** Any notice to the parties herein shall be deemed to have been given or delivered if sent by certified mail addressed as follows:

If to the City:

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

If to the Developer:

Independent School District No. 110
512 Industrial Blvd.
Waconia, MN 55387
Attn: Patrick Devine, Superintendent

17. **MISCELLANEOUS.**

- 17.1. **Runs with the Property.** The terms and conditions of this Agreement shall be binding on the parties hereto, their respective successors and assigns. The benefits and burdens of this Agreement run with the Property. Notwithstanding the foregoing, no conveyance of the Property or any part thereof shall relieve the Developer of its personal liability for full performance of this Agreement unless the City expressly releases the Developer in writing.
- 17.2. **Recording.** This Agreement shall be recorded against the Property by the Developer. No building permits shall be issued until the City is provided with recording information.
- 17.3. **Compliance.** Use of the Property shall be consistent and comply with, at all times, federal, state and local regulations and ordinances.
- 17.4. **Interest on Past Due Amounts.** In addition to all other remedies available to City under this Agreement, amounts owed the City and not paid when due shall accrue interest at the rate of eight percent (8%) per annum from the date due until the date actually paid.
- 17.5. **Construction of Agreement.** This Agreement, any attached exhibits, the incorporated instruments pursuant to Section 1 of this Agreement and any addenda or amendments signed by the parties shall constitute the entire agreement between the parties, and they supersede any other written or oral agreements between the parties as it relates to the terms and obligations contained herein. The word "including" shall mean including without limitation. The parties intend that each representation, warranty, and covenant contained in this Agreement have independent significance. The captions used in this Agreement are for convenience only and do not constitute terms of the Agreement.
- 17.6. **Warranty of Authority.** The Developer warrants and guarantees that it has the authority to enter into this Agreement and to make it a covenant on the Property binding all current and future owners.
- 17.7. **Attorneys' Fees.** The City and the Developer agree that, in the event a suit or action is brought to enforce the terms of this Agreement, or in the event an action is brought

upon a letter of credit furnished by the Developer as provided herein, the non-prevailing party shall pay the prevailing party's reasonable attorneys' fees and legal costs.

- 17.8. **Severability.** In case any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.
- 17.9. **Data Practices Compliance.** The Developer will have access to data collected or maintained by the City to the extent necessary to perform the Developer's obligations under this Agreement. The Developer agrees to maintain all data obtained from the City, as it relates to the Municipal Improvements, in the same manner as the City is required under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 or other applicable law (the "Act"). The Developer will not release or disclose the contents of data classified as not public to any person except at the written direction of the City. Upon receipt of a request to obtain and/or review data as defined in the Act, the Developer will immediately notify the City. The City shall provide written direction to the Developer regarding the request within a reasonable time, not to exceed 10 days. The City agrees to indemnify, hold harmless and defend the Developer for any liability, expense, cost, damage, claim, and action, including attorneys' fees, arising out of or related to the Developer complying with the City's direction. Subject to the aforementioned, the Developer agrees to defend and indemnify the City from any claim, liability, damage or loss asserted against the City as a result of the Developer's failure to comply with the requirements of the Act. Upon termination and/or completion of this Agreement, the Developer agrees to return all data to the City, as requested by the City.
- 17.10. **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Minnesota.
- 17.11. **Time is of the Essence.** Time is of the essence in the performance of the terms and obligations of this Agreement.
- 17.12. **Survival.** Any obligations in this Agreement to indemnify or hold another party harmless shall survive the expiration or earlier termination of this Agreement.
- 17.13. **Modification.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party. It is understood that subsequent agreements may be necessary to complete the understandings of the parties relating to necessary improvements and uses of the Property.
- 17.14. **Non-Waiver.** The action or inaction of the City or the Developer shall not constitute a waiver or amendment of the provisions of this Agreement. The waiver by or the failure of the City or the Developer to enforce any particular section, portion or requirement of this Agreement at any particular time shall not in any way constitute

a waiver of any other section, provision, requirement, time element, or the right to enforce such provision at a subsequent time. To be binding, any amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's or the Developer's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

17.15. **Cumulative Rights.** Each right, power, or remedy herein conferred upon the City or the Developer is cumulative and in addition to every other right, power, or remedy, express or implied, now or hereinafter arising, available to the City or the Developer, at law or in equity, or under any other agreement, and each and every right, power, and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City or the Developer and will not be a waiver of the right to exercise at any time thereafter any other right, power, or remedy.

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

CITY OF WACONIA

INDEPENDENT SCHOOL DISTRICT NO. 110

By: _____
James P. Sanborn
Its: Mayor

By: _____
Patrick Devine
Its: Superintendent

By: _____
Susan MH Arntz
Its: City Administrator/Clerk

By: _____
_____ (print name)
Its: Clerk

STATE OF MINNESOTA)
)
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by James P. Sanborn and Susan MH Arntz, the Mayor and City Administrator/Clerk, respectively, of the City of Waconia, a Minnesota municipal corporation under the laws of the State of Minnesota, on behalf of the corporation.

EXHIBIT A-1

Legal Description of Property



DESCRIPTION OF EXISTING SCHOOL PARCEL

The east 10 acres of the Southeast Quarter of the Southeast Quarter of Section 22, Township 116, Range 25, Carver County, Minnesota. The east line of said 10 acres is parallel with the west line of said Southeast Quarter of the Southeast Quarter.

TOGETHER WITH

The east 659.44 feet of the Southeast Quarter of the Southeast Quarter of Section 22, Township 116, Range 25, Carver County, Minnesota, as measured at a right angle to the west line of said Southeast Quarter of the Southeast Quarter.

Said Existing School Property contains 1,310,614 sq. ft. (30.09 acres) of land, more or less.

EXISTING DESCRIPTIONS OF PARCELS BEING ACQUIRED

PARCEL A (Description from First American Title Insurance Company, Title Insurance Commitment, File No. 141381)

The land referred to in this Commitment is located in the County of Carver, State of Minnesota and is described as follows:

The South Half of the Southeast Quarter of Section 22, Township 116, Range 25, EXCEPTING THEREFROM the following described parcel:
Commencing at the southwest corner of the Southeast Quarter of the Southeast Quarter, thence along the south line of said Southeast Quarter of the Southeast Quarter on an assumed bearing of East, a distance of 996.36 feet to the actual point of beginning; thence continue East along said south line, a distance of 240.00 feet to a point 87.87 feet west of the southeast corner of said Southeast Quarter of the Southeast Quarter, as measured along said south line; thence North 00 degrees 13 minutes 00 seconds East parallel to the West line of said Southeast Quarter of the Southeast Quarter, a distance of 182.00 feet; thence West parallel to the south line of said Southeast Quarter of the Southeast Quarter, a distance of 240.00 feet; thence South 00 degrees 13 minutes 00 seconds East parallel to the west line of said Southeast Quarter of the Southeast Quarter, a distance of 182.00 feet to the actual point of beginning.

ALSO EXCEPTING THEREFROM the East 659.44 feet of the Southeast Quarter of the Southeast Quarter of Section 22, Township 116, Range 25, Carver County, Minnesota.

Said Parcel A contains 2,608,181 sq. ft. (59.83 acres) of land, more or less.

PARCEL B (Description from First American Title Insurance Company, Title Insurance Commitment, File No. 141382)

The land referred to in this Commitment is located in the County of Carver, State of Minnesota and is described as follows:

That part of the Southeast Quarter of the Southeast Quarter of Section 22, Township 116, Range 25, Carver County, Minnesota, described as follows:
Commencing at the southwest corner of the Southeast Quarter of the Southeast Quarter of Section 22, Township 116, Range 25, Carver County, Minnesota, described as follows:
bearing of East, a distance of 996.36 feet to the actual point of beginning; thence continue East along said south line, a distance of 240.00 feet to a point 87.87 feet west of the southeast corner of said Southeast Quarter of the Southeast Quarter, as measured along said south line; thence North 00 degrees 13 minutes 00 seconds East parallel to the West line of said Southeast Quarter of the Southeast Quarter, a distance of 182.00 feet; thence West parallel to the south line of said Southeast Quarter of the Southeast Quarter, a distance of 240.00 feet; thence South 00 degrees 13 minutes 00 seconds West parallel to the west line of said Southeast Quarter of the Southeast Quarter, a distance of 182.00 feet to the actual point of beginning.

Said Parcel B contains 43,880 sq. ft. (1.00 acres) of land, more or less.

PARCEL C (Description from First American Title Insurance Company, Title Insurance Commitment, File No. 141407)

The land referred to in this Commitment is located in the County of Carver, State of Minnesota and is described as follows:

That part of the Northeast Quarter of Section 27, Township 116, Range 25, Carver County, Minnesota, which lies northerly and westerly of the northerly right of way line of State Highway No. 6.

Said Parcel C contains 426,709 sq. ft. (9.60 acres) of land, more or less.

EXHIBIT A-2
Diagram of Property





REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	August 1, 2016				
Item Name:	Resolution Appointing Firefighters				
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.)

Approve resolution 2016-165, Appointing Firefighters

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

The Waconia Fire Department currently has vacancies for which an open and active recruitment is underway. Currently three applicants has successfully completed the interview and pre-employment stages of the evaluation process.

The following individuals are being recommended to be appointed to a probationary status as a firefighter, pending the successful completion of the physical, background and physical agility test which are scheduled to be completed this week:

1. Rickard E. Dahlo
2. Kris A. Baumann
3. Wayne W. Michael

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

<p><i>FINANCIAL IMPLICATIONS:</i> Funding Sources & Uses: Fire</p> <p>Budget Information:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 10%; border: none;">_____</td> <td style="border: none;">Budgeted</td> </tr> <tr> <td style="border: none;">_____</td> <td style="border: none;">Non Budgeted</td> </tr> <tr> <td style="border: none;">_____</td> <td style="border: none;">Amendment Required</td> </tr> </table>	_____	Budgeted	_____	Non Budgeted	_____	Amendment Required	<p><i>ADVISORY BOARD RECOMMENDATIONS:</i></p> <p>Planning Commission Parks and Recreation Board Safari Island Advisory Board Other</p> <p style="text-align: right;">Personnel Committee Reviewed and Approved</p>
_____	Budgeted						
_____	Non Budgeted						
_____	Amendment Required						

**CITY OF WACONIA
RESOLUTION 2016-165**

RESOLUTION APPOINTING FIRE FIGHTERS

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

WHEREAS, the City has authorized recruitment; and

NOW, THEREFORE, BE IT RESOLVED, that, the City Council appoints the following individuals to probationary status as a firefighter pending the successful completion of pre-employment screening (physical, background and physical agility test):

Rickard E. Dahlo
Kris A. Baumann
Wayne W. Michael

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

Kent Bloudek, Acting Mayor

ATTEST: _____
Susan MH Arntz, City Administrator

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



REQUEST FOR CITY COUNCIL REVIEW

Meeting Date:	August 1 st , 2016				
Item Name:	Ordinance 696, Ordinance Opting Out of Minnesota Statutes, Section 462.3593 regarding Temporary Family Health Care Dwellings				
Originating Department:	Community Development				
Presented by:	Lane Braaten, Community Development 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>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 Adopting Ordinance 696, Ordinance Opting Out of Minnesota Statutes, Section 462.3593 regarding Temporary Family Health Care Dwellings

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

On May 12, 2016, Governor Dayton signed, into law, a bill creating a new process for landowners to place mobile residential dwellings on their property to serve as a temporary family health care dwelling.” As such, as of September 1st, 2016 Cities will be required to issue permits for said temporary dwelling units unless said City opts out of the new law.

Based on a recent work session discussion staff has attached the proposed ordinance that will opt the City of Waconia out of Minnesota Statutes, Section 462.3593. This shall not preclude the City from adopting said ordinance language at a later date or developing other ordinance language pertaining to temporary family health care dwellings that is specific to our community.

Staff is requesting the ability to publish a summary of the ordinance change. This summary publication requires a 4/5ths vote of the City Council.

ATTACHMENTS:

1. Ordinance No. 696

CITY OF WACONIA

ORDINANCE NO. 696

**AN ORDINANCE OPTING-OUT OF
THE REQUIREMENTS OF
MINNESOTA STATUTES, SECTION 462.3593**

The City Council of the City of Waconia ordains:

FINDINGS AND PURPOSE

On May 12, 2016, Governor Dayton signed into law the creation and regulation of temporary family health care dwellings, codified at Minn. Stat. § 462.3593, which permit and regulate temporary family health care dwellings. Cities are allowed to “opt out” of the state regulations. In furtherance of such purpose, this ordinance: 1) adds a chapter to Part IX of the Waconia City Code opting-out of the requirements of Minnesota statutes, section 462.3593.

AMENDMENTS

1. Part IX of the Waconia City Code, Building & Land Use Regulation, is amended to add a new chapter as follows:

CHAPTER 920

TEMPORARY FAMILY HEALTH CARE DWELLINGS

SECTION 920.01: Pursuant to authority granted by Minnesota Statutes, Section 462.3593, subdivision 9, the City of Waconia opts-out of the requirements of Minn. Stat. §462.3593, which defines and regulates Temporary Family Health Care Dwellings.

This Ordinance shall be effective immediately upon its passage and publication.

ADOPTED this 1st day of August, 2016, by the City Council of the City of Waconia.

CITY OF WACONIA

By: _____
Kent Bloudek, Acting Mayor

ATTEST:

Susan MH Arntz, City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	August 1, 2016						
Item Name:	Project Update on CSAH 110 Project						
Originating Department:	Administration						
Presented by:	Susan 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%;"></td> <td style="width: 25%;">Regular Session</td> <td style="width: 25%;"><input checked="" type="checkbox"/></td> <td style="width: 25%;">Discussion Session</td> <td style="width: 25%;"></td> </tr> </table>	Consent		Regular Session	<input checked="" type="checkbox"/>	Discussion Session	
Consent		Regular Session	<input checked="" type="checkbox"/>	Discussion Session			

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

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

Dan Lonnes, Bolton & Menk, will be presenting an update of the CSAH 110 Project for the City Council.

FINANCIAL IMPLICATIONS:

Funding Sources & Uses: **None**

Budget Information:

Budgeted

Non Budgeted

Amendment Required

ADVISORY BOARD RECOMMENDATIONS:

Planning Commission

Parks and Recreation Board

Safari Island Advisory Board

Other



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	August 1, 2016				
Item Name:	Award Bid for Lion's Field Grandstand Project				
Originating Department:	Public Services				
Presented by:	Craig Eldred, Public Services Director				
Previous Council Action (if any):					
Item Type (X only one):	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;">Consent</td> <td style="width: 25%; border: 1px solid black;">Regular Session</td> <td style="width: 25%; border: 1px solid black; text-align: center;"><u>X</u></td> <td style="width: 25%; border: 1px solid black;">Discussion Session</td> </tr> </table>	Consent	Regular Session	<u>X</u>	Discussion Session
Consent	Regular Session	<u>X</u>	Discussion Session		

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

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

Bids were received for the Grandstand Project and are still being reviewed. As soon as the items are complete, a full memo and appropriate resolutions will be provided.

FINANCIAL IMPLICATIONS:

Funding Sources & Uses: **None**

Budget Information:

Budgeted

Non Budgeted

Amendment Required

ADVISORY BOARD RECOMMENDATIONS:

Planning Commission

Parks and Recreation Board

Safari Island Advisory Board

Other



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	August 1, 2016				
Item Name:	Revised Amendment for Joint Powers Agreement for CSAH 110				
Originating Department:	Public Services				
Presented by:	Craig Eldred, Public Services Director				
Previous Council Action (if any):					
Item Type (X only one):	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;">Consent</td> <td style="width: 25%; border: 1px solid black;">Regular Session</td> <td style="width: 25%; border: 1px solid black; text-align: center;"><input checked="" type="checkbox"/></td> <td style="width: 25%; border: 1px solid black;">Discussion Session</td> </tr> </table>	Consent	Regular Session	<input checked="" type="checkbox"/>	Discussion Session
Consent	Regular Session	<input checked="" type="checkbox"/>	Discussion Session		

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

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

Agreement is still being reviewed by Carver County. As soon as the item is complete, a full memo and appropriate resolutions will be provided.

<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: 1px solid black;">_____</td> <td>Budgeted</td> </tr> <tr> <td style="border: 1px solid black;">_____</td> <td>Non Budgeted</td> </tr> <tr> <td style="border: 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						